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**ARTICLE 11**  
**AGREEMENT**

**(Per TA signed 8.9.21)**

- 1.1. The Articles and Provisions contained herein constitute a bilateral and binding agreement (“Agreement”) by and between the South Orange County Community College District (“District”) and the South Orange County Community College District Faculty Association (“**Association**”), an affiliate of California Teacher Association (CTA) **and** the National Education Association (NEA) (“**Association**”), **an** employee organizations.
- 1.2. This Agreement is entered into pursuant to the Educational Employment Relations Act (EERA) [Chapter 10.7, Sections 3540-3549 of the Government Code].
- 1.3. This Agreement shall remain in full force and effect from July 1, 20~~21~~**18** until June 30, 20~~21~~**21**.

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**ARTICLE H2**  
**EFFECT OF AGREEMENT**

(Per TA signed 7.6.21)

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

**ARTICLE III**  
**SEVERABILITY**

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3.1. Savings Clause

If during the life of this Agreement there exists any applicable law or any applicable rule, regulation, or order issued by governmental authority other than the District which shall render invalid or restrain compliance with or enforcement of any provision of this Agreement, such provision shall be immediately suspended and be of no effect hereunder so long as such law, rule, regulation, or order shall remain in effect. Any invalidation of a part or portion of this Agreement shall not invalidate any remaining portions which shall continue in full force and effect.

3.2. Replacement for Severed Provision

In the event of suspension or invalidation of any article or section of the Agreement, the District and the Association will meet within thirty (30) days after such determination for the purpose of arriving at satisfactory replacement for such article or section.

140  
141 **ARTICLE ~~IV~~4**  
142 **DEFINITIONS**

(Per Ta signed 8.27.21)

143  
144 **The following definitions shall apply to the following terms where used in this Agreement:**

145  
146 **ACADEMIC/~~CONTRACT~~ YEAR**

147 The traditional fall and spring semesters of a school year which are consistent with the  
148 178 total instructional days as specified in the Academic Calendar.

149  
150 **ACADEMIC CALENDAR**

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

154  
155 **ADMINISTRATION**

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

159  
160 **ADMINISTRATIVE REGULATIONS**

161 **Regulations that provide for the implementation of board policy which are**  
162 **developed by the Chancellor in consultation with the various constituent groups in**  
163 **accordance with Board Policy 107.**

164  
165 **AGREEMENT (MASTER)**

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

170  
171 **ASSOCIATION**

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

176  
177 **BASE SALARY**

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

182  
183 **BOARD POLICY**

184 A policy adopted and published by the Board of Trustees in accordance with Board  
185 Policy ~~497~~2410.

186  
187 **CAREER EDUCATION (or “Career Ed”)**  
188 **Career Education refers to a course/program that is identified as an “occupational”**  
189 **course/program during the curriculum development process and is reported as such**  
190 **in the California Community Colleges Management Information System data**  
191 **submission.**  
192  
193 CCR  
194 The California Code of Regulations.  
195  
196  
197 CHANCELLOR  
198 South Orange Community College District chancellor.  
199  
200 CLOCK HOUR  
201 Sixty (60) minutes.  
202  
203 COLLEGE  
204 The college (Irvine Valley College, Saddleback College) where a faculty member has a  
205 primary assignment.  
206  
207 COLLEGE SERVICE  
208 An activity and/or service that fulfills the faculty member’s contracted service obligation  
209 outside of the faculty member’s load.  
210  
211 CONTACT HOUR  
212 Fifty (50) clock minutes of a sixty (60) minute scheduled classroom activity.  
213  
214 **CONTRACT YEAR**  
215 **See Academic Year above.**  
216  
217 **CAREER EDUCATION (or “Career Ed”)**  
218 **Career Education refers to a course/program that is identified as an “occupational”**  
219 **course/program during the curriculum development process and is reported as such**  
220 **in the California Community Colleges Management Information System data**  
221 **submission.**  
222  
223 **COURSE OUTLINE OF RECORD**  
224 **The Course Outline of Record (COR) is the state-approved curriculum that defines**  
225 **the content and objectives, as well as provides examples of assignments,**  
226 **instructional methodologies, and methods of evaluation.**  
227  
228 DAY  
229 A “day” is any day on which the District administrative offices are open for business.  
230  
231 DEAN

232 The administrator assigned to a specific division/school at a college.

233

234 DEPARTMENT CHAIR

235 A faculty member who, under the supervision of a dean, **administers an academic**  
236 **department assists in the administration of an academic department.**

237

238 ~~DISTANCE EDUCATION (DE) or ONLINE EDUCATION~~

239 ~~Instruction in which the instructor and student are separated by a distance so that he/she~~  
240 ~~interact primarily through the assistance of communication technology.~~

241

242 DISTRICT

243 The **Governing Board (and its delegated administrators and managers) of the entire**  
244 **South Orange County Community College District, which** consists~~ing~~ of Irvine Valley  
245 College, Saddleback College, and **his/her/their** off-campus sites, including ATEP.

246

247 DUTY DAYS

248 The District has adopted a 178-day Academic Calendar (per Title 5, ~~sections §§~~55700 et.  
249 seq. and 58120 of the ~~California Code of Regulations~~CCR) within which each full-time  
250 faculty member fulfills **his/her/their** contracted workload as specified in Articles ~~XIV-14~~  
251 (Assignment, etc.) and ~~XV-15~~ (Workload).

252

253

254 EDUCATION CODE (EDUC. CODE)

255 The California Education Code.

256

257 EERA

258 The Educational Employment Relations Act as recorded in Chapter 10.7, ~~§§~~3450-3549  
259 of the Government Code.

260

261 EXTRA DUTY DAYS

262 Additional days beyond a faculty member's normal contractual assignment during which  
263 designated faculty members perform duties. **Each extra duty day shall consist of 7.2**  
264 **hours of assigned time; (see Article XV15).**

265

266 FACULTY

267 All full- and part-time academic employees who are included in the bargaining unit as  
268 defined in Article ~~V~~5, and therefore covered by the terms and provisions of this  
269 Agreement.

270

271 FACULTY MEMBER

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

274

275 **FACULTY OBLIGATION NUMBER (FON)**

276 **The Faculty Obligation Number (FON) is the minimum number of full-time faculty**  
277 **teaching credit courses and/or serving as a counselor or librarian, required for the**

278 South Orange County Community College District as calculated by the California  
279 Community Colleges Chancellor's Office and reported annually as the Compliance  
280 FON.

281

282 FULL-TIME

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

284

285 FULL-TIME FACULTY EQUIVALENT DAY

286 The equivalent of 7.2 hours of instructional and prep time.

287

288 GRIEVANCE

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

291

292 GRIEVANT

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

295

296 IMMEDIATE FAMILY

297 Immediate family includes the following:

298

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

304

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

308

309 (3) A spouse;

310

311 (4) A registered domestic partner;

312

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

314

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

317

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

320

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

323

|

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

325

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

327

328 The mother, father, stepparent or legal guardian, son, son-in-law, daughter,

329 daughter-in-law, brother, brother-in-law, sister, sister-in-law, grandmother,

330 grandfather, or grandchild of the employee or of the spouse or domestic partner of

331 the employee, and the spouse or domestic partner of the employee, or any relative

332 living in the immediate household of the employee.

333

334 IMMEDIATE SUPERVISOR

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

336

337 INSTRUCTOR

338 An employee who is included in the bargaining unit as defined in Article ~~5~~<sup>5</sup>, and

339 therefore covered by the terms and provisions of this Agreement.

340

341 LABORATORY (INSTRUCTIONAL ACTIVITY)

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

350

351 LEARNING CENTERS/TUTORIAL (INSTRUCTIONAL ACTIVITY)

352 Instructional activities such as learning assistance or learning centers, in which the  
353 assignment is fulfilled entirely by student contact activities, with no preparatory  
354 activities. Instruction is normally delivered on an individual basis.

355

356 LATERAL TRANSFER

357 Any administrative or Board action which results in the movement of a faculty member  
358 from one immediate supervisor or site to another as set forth in Article ~~XIX~~<sup>XIX</sup>19. A transfer  
359 may be initiated by the faculty member (“voluntary”) or by the District (“involuntary”).

360

361 LECTURE (INSTRUCTIONAL ACTIVITY)

362 Instructional activity in which the workload is divided between student contact activities  
363 and preparatory activities, including but not limited to lecture preparation, course  
364 material development, responding to student work and grading.

365

366 LECTURE HOUR EQUIVALENT (LHE)

367 A unit of measure used to establish the load and rate of pay for a faculty assignment.

368



369 LIBRARY, COUNSELING SERVICES, AND LEARNING DISABILITY SPECIALISTS  
370 (INSTRUCTIONAL ACTIVITY)  
371 Instructional activities in which the assignment is fulfilled primarily by student contact  
372 activities within an assigned period.

373  
374 LOAD  
375 The contractual instructional assignment of a faculty member made up of Lecture,  
376 Laboratory, Practicum, Learning Center/Tutorial, Library, Counseling Services or  
377 Learning Disability Specialist instructional activities.

378  
379 MUTUAL AGREEMENT  
380 Agreement between the appropriate District administrator and unit member. If mutual  
381 agreement is not reached, the appropriate ~~v~~Vice ~~p~~President and the ~~p~~President of the  
382 Association or designee shall meet with the faculty member and the appropriate  
383 administrator to reach mutual agreement.

384  
385 ONLINE EDUCATION  
386 Instruction in which the instructor and student are separated by a distance so that they  
387 interact primarily through the assistance of communication technology.

388  
389 PART-TIME  
390 A faculty member employed by the District who works less than a full-time workload and  
391 is not a tenured faculty member, a probationary full-time faculty member, or a temporary  
392 full-time faculty member as described in the Education Code ~~z~~ (e.g. Educ. Code §§-87478,  
393 87480, 87481, 87482).

394  
395 PERB  
396 The Public Employment Relations Board, an independent state agency charged with  
397 enforcing the EERA within the limits of its jurisdiction as defined in Article 2 of the  
398 EERA, Government Code §§-3541, 3541.3, 3541.35, 3541.4, and 3541.5.

399  
400 PRACTICUM (INSTRUCTIONAL ACTIVITY)  
401 Instructional activity in which instruction is delivered primarily during student contact  
402 activities with some necessary instructor preparation. This activity includes courses in  
403 which the learning objectives are demonstrated through student participation.

404  
405 PRESIDENT  
406 College president for each campus in the District.

407  
408 PROBATIONARY FACULTY  
409 A probationary (or “contract”) faculty member is an academic employee who is  
410 employed on the basis of a contract in accordance with Educ.ation Code Section§§  
411 87605(b), 87608, or 87608.5(b). (Educ.ation Code §§ 87601(b) and 87602(a).)

412  
413 PROFESSIONAL DEVELOPMENT ACTIVITIES-OBLIGATIONS

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

417  
418 **REASSIGNED TIME**

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

420  
421 **SALARY SCHEDULE**

422 The appropriate schedule as set forth in Appendix A.

423  
424 **SOCCCD**

425 South Orange County Community College District.

426  
427 **REASSIGNED TIME**

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

429  
430 **STRS**

431 California State Teachers Retirement System

432  
433 **TENURE REVIEW COMMITTEE (TRC)**

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

436  
437 **TENURED FACULTY**

438 A tenured (or “regular” or “permanent”) faculty member is an academic employee  
439 who has obtained tenured status in accordance with Education Code Sections §§  
440 87608(c), 87608.5(c), or 87609(a). (Education Code Section §§ 87601(e) and  
441 87602(b).)

442  
443 ~~**TRC – TENURE REVIEW COMMITTEE**~~

444 ~~A committee assigned to evaluate and assist probationary faculty members through the~~  
445 ~~tenure process.~~

446  
447 **VICE CHANCELLOR**

448 The ~~v~~Vice ~~c~~Chancellor of Human Resources & Employer/Employee Relations, ~~v~~Vice  
449 ~~c~~Chancellor of Technology and Learning Services, or the ~~v~~Vice ~~c~~Chancellor of Business  
450 Services of the SOCCCD.

451  
452 **VICE PRESIDENT**

453 The ~~v~~Vice ~~r~~President for ~~i~~nstruction, ~~v~~Vice ~~p~~President for ~~s~~tudent ~~s~~ervices, or the  
454 ~~v~~Vice ~~p~~President for ~~a~~Administrative ~~s~~ervices for each campus in the District.

455  
456 **WORKLOAD**

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

460  
461 WORKSITE  
462 A physical location where a faculty member performs and completes some or all of  
463 **his/her/their** academic assignment(s). Example: A clinical setting in which a nursing  
464 faculty member performs instruction.

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**ARTICLE ~~VS~~**  
**RECOGNITION**

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

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**ARTICLE VI**  
**ASSOCIATION RIGHTS**

- 532  
533  
534  
535 6.1. The Association and its duly authorized college representatives shall have, upon yearly  
536 approval, the free use of college equipment and building facilities for Association  
537 business at any reasonable time, which shall include evening hours. Such equipment shall  
538 include, but shall not be limited to computer, audiovisual and duplicating equipment, and  
539 telephone.  
540
- 541 6.2. The District shall provide reasonable bulletin board space for Association use in each  
542 building housing faculty members, and in all faculty lounges and dining areas.  
543
- 544 6.3. The Association and its college representatives shall have the right to use the college mail  
545 distribution services, including e-mail, for Association communications, and shall be  
546 provided access to all faculty mailboxes for such use through appropriate methods.  
547
- 548 6.4. Duly-authorized Association representatives shall be free to conduct official Association  
549 business as necessary to the performance of Association responsibilities to members of  
550 the bargaining unit, including grievance representative activities, on college property.  
551
- 552 6.5. The District shall provide the Association with contact information for unit members as  
553 follows:  
554
- 555 a. A list of the following information, with each field in its own column, for all  
556 bargaining unit members within five (5) days of the last payroll date of  
557 September, January, and May:  
558
- 559 i. First name;
  - 560 ii. Middle initial;
  - 561 iii. Last name;
  - 562 iv. Suffix (e.g., jr., iii);
  - 563 v. Preferred name;
  - 564 vi. Job title;
  - 565 vii. Department;
  - 566 viii. Primary worksite name;
  - 567 ix. Work telephone number;
  - 568 x. Work extension;
  - 569 xi. Home street addresses (incl. Apartment #);
  - 570 xii. Mailing address (if different);
  - 571 xiii. City;
  - 572 xiv. State;
  - 573 xv. Zip code (5 or 9 digits);
  - 574 xvi. Home telephone number (10 digits) (if available);
  - 575 xvii. Personal cellular telephone number (10 digits) (if available);
  - 576 xviii. Personal email address of the employee (if available);
  - 577 xix. Birth date;

578                   xx.     Hire date.  
579  
580                   In lieu of provided the information above in the form of a list, the District may  
581                   meet this obligation by providing the Association access to a secure electronic site  
582                   within which the above information is available.  
583

584                   b.     A list of the names and information described in Section 6.5.a above for all newly  
585                   hired full-time and part-time employees within the bargaining unit within five (5)  
586                   days of the last payroll of the month in which ~~he/she/they~~ were hired.  
587

588                   “Newly hired employee” means any full-time or part-time bargaining unit  
589                   employee hired by the District who is still employed as of the date of the new  
590                   employee orientation. It also includes all employees who are employed by the  
591                   District (including those returning from layoff rehire list, or previously employed  
592                   by the District in a non-faculty position) and whose current position has placed  
593                   them in the bargaining unit represented by the Association. For those latter  
594                   employees, for purposes of this article only, the “date of hire” is the date upon  
595                   which the employee’s employee status changed such that the employee was  
596                   placed in the bargaining unit.  
597

598                   In lieu of providing the information above in the form of a list, the District may  
599                   meet this obligation by providing the Association access to a secure electronic site  
600                   within which the above information is available.  
601

602 (California Government Code §3558)

603  
604                   6.6.   The District and the college administration shall consult with the Association on new or  
605                   modified fiscal or budgetary programs when this information is of concern to the  
606                   Association as it relates to items determined to be in the scope of representation under the  
607                   EERA.  
608

609                   6.7.   Reassigned time without loss of compensation shall be provided to Association members  
610                   for negotiations and conducting Association business. Schedules of those faculty  
611                   members receiving reassigned time shall be mutually arranged by the faculty members,  
612                   the supervising ~~c~~College administrators and the District so as to minimize disruption to  
613                   the educational process and with the intent of allocating reasonable periods of time for  
614                   negotiations and the conducting of Association business. The following apply:  
615

616                   a.     The Association will provide the names of faculty members receiving the  
617                   reassigned time to supervising ~~c~~College administrators and District no later than  
618                   May 1st for the fall semester and October 1st for the spring semester.  
619

620                   b.     The Association will receive forty-eight (48) LHE per year, to be utilized ~~by no~~  
621                   ~~more than five (5) negotiating team members and the Association President~~  
622                   ~~and/or designee(s) at the discretion of the Faculty Association.~~  
623

624 c. The Association will have the right to purchase up to twelve (12) additional LHE  
625 per year from the District, to be utilized ~~by no more than five (5) negotiating team~~  
626 ~~members and the Association President and/or designee(s), at the rate of one (1)~~  
627 ~~LHE as described in the appropriate salary schedule (Appendix A) for one (1)~~  
628 ~~LHE of reassignment at the discretion of the Faculty Association.~~

629  
630 d. Additional LHE will be added for summer use only:

631 (1) Three (3) LHE as described in the Part-time Classroom Academic Salary  
632 Schedule for the ~~p~~President;

633  
634 (2) One (1) LHE as described in the Part-time Classroom Academic Salary  
635 Schedule, or during periods when the parties are in formal negotiations to  
636 establish a new collective bargaining agreement, three (3) LHE, for the  
637 ~~c~~Chief ~~n~~Negotiator.  
638

639  
640 6.8. Upon request, association officers or ~~his/her/their~~ designee(s) shall be granted paid leave  
641 to serve as an elected officer of the Association, or of any statewide or national public  
642 employee organization with which the Association is affiliated, or to be used for local,  
643 state, or national conferences, or for conducting other business pertinent to the  
644 Association's affairs.

645  
646 a. For a leave of fewer than five (5) days, these representatives shall be excused  
647 from ~~his/her/their~~ duties upon a minimum of a two (2) days' advance notice to the  
648 college president by the Association ~~p~~President or designee. For leave of longer  
649 than five (5) days, the college president will receive a minimum of ten (10) days'  
650 notice.

651  
652 b. The Association shall reimburse the District for all compensation paid to the  
653 employee on account of the above leave within ten (10) days after receiving the  
654 District's certification of payment of compensation to the employee.

655  
656 c. The leave of absence without loss of compensation provided for by this section is  
657 in addition to the released time without loss of compensation granted to  
658 Association officers or designees in Section 6.7. above.  
659

660 (Educ. Code §87768.5)

661  
662 6.9. New Employee Orientation

663  
664 a. "New employee orientation" refers to the process by which a newly hired public  
665 employee – whether in person, online, or through other means or media – is  
666 advised of ~~his/her/their~~ employment status, rights, benefits, duties and  
667 responsibilities, or any other employment-related matters.  
668

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- b. The District shall provide the Association with access to its new employee orientations. The Association shall receive not less than ten (10) days' notice in advance of an orientation, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the District's operations that was not reasonably foreseeable.
  - c. In the event the District conducts group orientations with new employees, the Association shall have one (1) hour for Association representative(s) to conduct the orientation session. Additional time may be allotted by mutual agreement.



**ARTICLE ~~VII~~  
MANAGEMENT RIGHTS**

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718 Except as limited by the specific and express terms of the EERA and/or this Agreement, the  
719 Board hereby retains and reserves unto itself all rights, powers, authority, duties, and  
720 responsibilities conferred upon or vested in it by law. The parties agree that all customary and  
721 usual rights, powers, functions, and authority possessed by management are vested in the  
722 Administration, and the Administration shall continue to exercise such rights, powers, functions,  
723 and authority during the period of this Agreement.  
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761 **ARTICLE VIII-8**  
762 **NEGOTIATION PROCEDURES**

(Per TA signed 11.23.20)

- 763  
764 8.1. Beginning June 1 of the calendar year previous to the year in which this contract  
765 expires, either the District or the Association may notify the other in writing, between  
766 September 1 of the previous calendar year through May 1 in the year that this  
767 contract expires, of its request to modify, amend, or terminate the agreement. Formal  
768 negotiations shall thereafter commence after public presentations of the initial  
769 bargaining proposals of the District and the Association in accordance with  
770 California Gov. Code §3547the law.  
771  
772 8.2. Either party may use the services of outside consultants to assist in the negotiations.  
773  
774 8.3. Negotiations shall take place at mutually agreed upon times and places.  
775  
776 8.4. Any tentative agreement reached between the parties shall be put in writing and signed by  
777 both parties. Ratification of the successor aAgreement, both by the District and  
778 Association, shall occur at a regularly scheduled meeting of these respective bodies or at  
779 a special meeting called within a reasonable period of time.  
780  
781 8.5. Upon request by the Association President, or his/hertheir designee, the District shall  
782 provide one copy of any clearly non-confidential District, county, or state reports or  
783 documents. The District shall also provide one copy of all budgetary information  
784 that it develops and/or produces that is necessary and reasonable for the Association to  
785 fulfill its role as the exclusive bargaining representative. All such reportsdocuments  
786 shall be delivered to the Association in a timely manner.  
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**ARTICLE IX**  
**UNIT STABILITY**

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9.1. Placement of new positions

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

9.2. Alteration of existing positions

- a. Except as set forth below, no position or job title filled by a faculty member, or the duties and responsibilities delineated in the job announcement for which the faculty member was hired, shall be altered during the term of the agreement without mutual agreement between the District and the Association unless that position or job title has been permanently vacated. The job announcement under which a faculty member is hired shall be maintained in the personnel file.
- b. A faculty member's duties and responsibilities delineated in the job announcement for which the faculty member was hired may be modified by mutual agreement between the District and the Association while the faculty member is in **his/her/their** position if the change is necessary to provide the faculty member with a full load which is within the faculty member's minimum qualifications.

9.3. Vacant positions

- ~~a. When the District determines that a vacancy within the bargaining unit shall be filled, the Association shall be notified within ten (10) days of the District's determination.~~
- ~~a.b. Said vacancies shall be posted for a minimum of ten (10) days prior to being filled.~~
- ~~b.e. Vacancies in full-time positions which occur during the term of this agreement will be filled by full-time faculty members to meet the base annual full-time faculty obligation number (FON) as determined by the Office of the Chancellor of California Community Colleges (California Community College System Office).~~

853 **ARTICLE ~~X~~10**  
854 **ORGANIZATIONAL SECURITY**

(Per TA signed 11.23.20)

856 10.1. The District and the Association recognize the right of employees to form, join, and  
857 participate in lawful activities of employee organizations and the equal alternative right  
858 of employees to refuse to form, join, and participate in employee organizations. Neither  
859 party shall exert pressure on or discriminate against an employee regarding such matters.

861 10.2. Membership

862 a. Membership in the Association is not compulsory.

863 b. Except as provided elsewhere in this Agreement, any member of the bargaining  
864 unit may elect to become a member of the Association. Member status is elected  
865 by submitting to the Association a completed Membership Enrollment Form.

866 c. ~~The amount of any dues shall be verified and submitted in writing to the~~  
867 ~~District within thirty (30) days after the effective date of this Agreement and~~  
868 ~~at the beginning of each successive school year.~~

869 ~~d. Full-time bargaining unit members electing to pay Association dues or hired~~  
870 ~~during the school year shall be required through direct payment or~~  
871 ~~deduction authorization, only a pro-rata amount of the membership dues or~~  
872 ~~service charge. Such pro-rata shall be based on a maximum of ten (10) school~~  
873 ~~months and the number of months remaining in the school year. A faculty~~  
874 ~~member shall be determined to have worked a full month if more than 51~~  
875 ~~percent of the teaching days in that month remain after the faculty member~~  
876 ~~commences employment or elects to begin paying Association dues.~~

877 e. The interpretation, application, administration, and enforcement of this Article  
878 shall be in accordance with the requirements of the Government Code, Chapter  
879 10.7 of Division 4, Title 1, 3540, as amended, and construed by the Public  
880 Employment Relations Board, federal, and state courts, and to the extent that it  
881 does not conflict with any federal or state laws.

882 f. ~~As a condition of the effectiveness of this Article, the Association agrees to~~  
883 ~~defend, indemnify and hold harmless the District, Board of Trustees, each~~  
884 ~~individual member of the Board of Trustees, and all administrators in the~~  
885 ~~District, harmless against any and all claims, demands, costs, lawsuits,~~  
886 ~~judgments, or other forms of liability, and all court or administrative agency~~  
887 ~~costs that may arise out of or by reason of any monies deducted and remitted~~  
888 ~~to the Association pursuant to this section or for any action taken by the~~  
889 ~~District for the purpose of complying with this Article.~~

899 **ARTICLE ~~XI~~11**  
900 **PROFESSIONAL DUES AND PAYROLL DEDUCTIONS**

901 **(Per TA signed 11.23.20)**

- 903 11.1. Any faculty member who is a member of the Association or who has applied for  
904 membership may sign and deliver to the Faculty Association Office an appropriate  
905 written authorization requesting deduction of unified  
906 ~~Association Chapter~~ CTA California Teachers Association (CTA)/NEA National  
907 Education Association (NEA) dues. Such authorization shall continue in effect from  
908 year to year unless revoked in writing ~~between July 1 and September 1 of any year.~~  
909 Pursuant to such authorization, the District shall deduct one-tenth of such dues from the  
910 regular salary check of the faculty member each month for ten months beginning with the  
911 first regular salary check of the academic year.
- 912
- 913 11.2. Faculty members who sign such an authorization after the commencement of the  
914 academic year shall have his/her/their dues prorated for the remainder of that academic  
915 year.
- 916
- 917 11.3. With respect to all sums deducted by the District pursuant to authorization by the  
918 employee, the District agrees to remit monthly, within fifteen (15) days following the  
919 date of deduction on the member's pay warrant, such monies to the Association's  
920 designee accompanied by an alphabetical list of faculty members for whom such  
921 deductions have been made.
- 922
- 923 11.4. The Association agrees to furnish any information needed by the District to fulfill the  
924 provisions of this Article.
- 925
- 926 11.5. The amount of any dues shall be verified and submitted in writing to the District  
927 within thirty (30) days after the effective date of this Agreement and at the  
928 beginning of each successive school year.
- 929
- 930 11.6. Upon receiving appropriate notice of written authorization from the faculty member or  
931 certificate of authorization from the Association, the District shall deduct appropriate  
932 amounts from the salary of the faculty member and make appropriate remittance to  
933 annuities, credit union accounts, savings bonds, or any other plans or programs approved  
934 by the Association and the District.
- 935
- 936 11.7. Full-time bargaining unit members electing to pay Association dues or hired during  
937 the school year shall be required through direct payment or deduction  
938 authorization, only a pro rata amount of the membership dues or service charge.  
939 Such pro rata shall be based on a maximum of ten (10) school months and the  
940 number of months remaining in the school year. A faculty member shall be  
941 determined to have worked a full month if more than 51 percent of the teaching  
942 days in that month remain after the faculty member commences employment or  
943 elects to begin paying Association dues.
- 944

945 11.8. As a condition of the effectiveness of this Article, the Association agrees to defend,  
946 indemnify and hold harmless the District, Board of Trustees, each individual  
947 member of the Board of Trustees, and all administrators in the District, harmless  
948 against any and all claims, demands, costs, lawsuits, judgments, or other forms of  
949 liability, and all court or administrative agency costs that may arise out of or by  
950 reason of any monies deducted and remitted to the Association pursuant to this  
951 section or for any action taken by the District for the purpose of complying with this  
952 Article.  
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**ARTICLE ~~XII~~<sup>XIII</sup>**  
**BOARD POLICIES**

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994 In the event the District desires to change a Board Policy which affects a term or condition of  
995 employment, as defined by Government Code ~~§Section~~-3543.2, the District will, prior to making  
996 such a change, notify the Association of the proposed change, and provide it with a reasonable  
997 opportunity to negotiate the change, to the extent such change is within the scope of  
998 representation.  
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**ARTICLE ~~XIII~~13 (NEW)**  
**REOPENER CLAUSE COURSE CONTENT, COPYRIGHT MATERIALS, AND**  
**INTELLECTUAL PROPERTY RIGHTS**

(Per TA signed 7.6.21)

~~13.1. Both parties (District and Association) have agreed that the scope of the EERA leaves some room for interpretation. In an effort to expedite the negotiations process, the Articles contained herein constitute an agreement on the scope of the EERA. However, should PERB or the courts rule on items not covered in this contract, the Association and the District agree to meet and negotiate in good faith those provisions so ruled in the scope of representation of the Association as the designated bargaining unit.~~

~~13.2. Any item so negotiated and agreed to by both the District and the Association shall become a part of this Agreement and shall not cancel or invalidate any other part of the Agreement.~~

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

13.2. Definitions

- a. “Intellectual property” shall mean any instructional materials, any work, and any invention.
- b. “Instructional materials” are those original materials a faculty member creates to perform his or her their assignment including but not limited to syllabi, lectures, student exercises, tests, classroom activities, illustrations, recordings, and presentations. Instructional materials may be created by a faculty member for delivery through any instructional medium.
- c. A “work” is any original material, including but not limited to instructional materials, mathematical or scientific notations, works of art or design, dramatic or musical compositions, choreography, prose or poetry, and computer software, that is eligible for copyright protection. A work may be published in any enduring media, such as print or analog or digital recording media, or may exist in any tangible form, such as sculpture or a structure.
- d. An “invention” is any original idea or discovery that is eligible for patent protection, including (but not limited to) a device, process, design, model, or strain or variety of an organism.



1082 e. A “work or invention for hire” is one for which the faculty member has  
1083 entered into a specific agreement to receive compensation from the District  
1084 to create and/or contribute to the development of an intellectual property for  
1085 which the faculty member relinquishes all ownership and royalty rights to  
1086 the District.

1087  
1088 f. “Extraordinary support” means financial support over and above the cost of  
1089 the faculty member's normal compensation; office space, supplies, and  
1090 equipment including computer equipment; telephone use; copy services; and  
1091 the cost of acquiring and maintaining facilities and equipment (e.g.,  
1092 laboratories and laboratory equipment, musical equipment, recording  
1093 studios) necessary for the faculty member's normal instructional activities.  
1094 Extraordinary support includes extra compensation or reassigned time for  
1095 the specific purpose of creating intellectual property, and the extra cost of  
1096 providing clerical, technical, legal, creative services, or facilities and  
1097 equipment specifically for the creation of works or inventions. Salary paid to  
1098 a faculty member during an approved sabbatical will not be considered  
1099 extraordinary support.

1100  
1101 13.3. Copyright and Intellectual Property Ownership  
1102

1103 a. Faculty Ownership  
1104

1105 (1) Faculty members will have ownership of any intellectual property,  
1106 excluding works or inventions for hire, created in connection with and  
1107 in support of teaching courses or other duties as employees of the  
1108 District.

1109  
1110 (2) Notwithstanding relevant provisions of the Copyright Act (Title 17,  
1111 United States Code) and the Patent Act (Title 35, United States Code),  
1112 except as provided in 15.10.c.(2).(a) below, the faculty member will  
1113 have the exclusive property right to any and all intellectual property  
1114 that is the original product of her or his their mind, time, talent, and  
1115 effort, including the right to all royalties from the distribution, lease,  
1116 or sale thereof, and except as otherwise provided in this Article, the  
1117 District waives any property right to any such intellectual property.  
1118 The District will have no claim of ownership to intellectual property  
1119 produced by a faculty member under a grant awarded exclusively to  
1120 that faculty member without fiscal participation by the District. The  
1121 District will have no claim of ownership to intellectual property  
1122 produced by a faculty member during a sabbatical unless that  
1123 intellectual property has been developed as a work or invention for  
1124 hire.

1125  
1126 (3) No intellectual property will be a work or invention for hire unless the  
1127 District has entered into a written agreement with the faculty

1128 member(s). In the absence of such an agreement, the intellectual  
1129 property will be the property of the faculty member(s) who create(s)  
1130 it. No faculty member will be involuntarily assigned to create a work  
1131 or invention for hire.  
1132

1133 **b. District ownership**

1134  
1135 (1) In the absence of a specific separate agreement between the faculty  
1136 member(s) and the District as described in 15.10.c.(3)-(b) below, the  
1137 District will have sole rights to and ownership of any intellectual  
1138 property created as a work or invention for hire.  
1139

1140 (2) The District will own the copyright to any work, such as a course  
1141 outline of record, District or college administrative policy, or District  
1142 or college information brochure formally reviewed by the District or  
1143 the colleges for the purpose of inclusion in its curriculum,  
1144 administrative or promotional material, or Board of Trustees, District  
1145 or college policy.  
1146

1147 (3) The college will have the right of “non-exclusive license” to course  
1148 content for a period of one year after course completion only for the  
1149 purpose of allowing students to complete a course for which the  
1150 content was created and when the faculty member is no longer  
1151 available to complete the course.  
1152

1153 **c. District and a Faculty Member Ownership**

1154  
1155 (1) In the absence of a specific separate agreement between a faculty  
1156 member and the District as described in Section 15.10.c.(3).(b) below,  
1157 in the event that the District has provided extraordinary support for  
1158 the development of intellectual property (including for intellectual  
1159 property created under a grant), and the publication, distribution,  
1160 performance, sale or other use of that intellectual property as  
1161 authorized by the faculty member and/or the District results in  
1162 income, the faculty member(s) will retain the right to exclusive  
1163 ownership of the intellectual property, but the District will have the  
1164 right to recover reimbursement for costs not to exceed the amount of  
1165 the extraordinary support provided for that project.  
1166

1167 (2) One or more faculty members may enter into a separate agreement  
1168 with the District for the creation of intellectual property, including  
1169 intellectual property developed under a grant, requiring the use of  
1170 extraordinary support from the District. Such agreements will be in  
1171 writing, and will determine the respective ownership interest of the  
1172 faculty member(s) and the District in that intellectual property.  
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(3) If the creation of intellectual property requires rights (e.g., re-publication rights) to be acquired from third parties, such rights shall be acquired and paid for by the party who is to hold the ownership rights for that intellectual property. In a circumstance in which ownership rights for intellectual property are shared between the District and a faculty member or members, the cost of acquired rights will be shared proportionally to the amount of shared ownership.

d. Faculty-District Affiliation

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

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

(3) The District may require the faculty member not to identify her or his their relationship with the District, and the faculty member will agree not to use the District's or college's name, or will stop using the District's or college's name as soon as reasonably possible.

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**ARTICLE ~~XIV~~14**  
**ASSIGNMENT, CONTRACT YEAR, HOURS OF SERVICE, AND PROFESSIONAL DUTIES**

**(Per TA signed 6.28.21)**

14.1. Right of Assignment

- a. The dean has the right to assign and/or approve each **full-time** faculty member's workload.
- b. ~~The dean has the right to assign and/or approve each part-time faculty member's workload.~~
- ~~e.~~ The dean and faculty member will mutually agree to office hours and **the use of** committee/college service hours. ~~Office hours will be published for students.~~ Office hours may be held on-line as mutually agreed upon between the dean and the faculty member. If mutual agreement is not reached, the appropriate ~~V~~ice ~~P~~resident and the ~~P~~resident of the Association or designee shall meet with the faculty member and the dean to reach mutual agreement.
- ~~c.~~ **Office hours will be published for students.**
- ~~d.~~ **Full-time faculty members are expected to perform a portion of their contract workload at their campus worksite, except in circumstances involving a District-approved accommodation.**

14.2. Contract Year

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

14.3. Hours of Service

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

- 1266 (c) Five (5) office hours per week during each week of the semester,  
 1267 including finals' week.  
 1268 (d) An average of one (1) hour per week of college service.  
 1269  
 1270 (2) Non-classroom Assignment **(Librarians, Counselors, and Learning**  
 1271 **Disability Specialists):**  
 1272  
 1273 (a) Thirty (30) hours per week, including finals week, of direct student  
 1274 contact, outreach, and program specific assignments.  
 1275  
 1276 (b) Five (5) office hours per week.  
 1277  
 1278 (c) An average of one (1) hour per week of college service.  
 1279  
 1280 **(3) Reassignment:**  
 1281  
 1282 (a) **Faculty members who are on reassignment will perform two**  
 1283 **(2) hours per week, including finals week, of work related to**  
 1284 **the reassignment project for each LHE of reassigned time (as**  
 1285 **described in article 15.9.b(2)).**  
 1286  
 1287 (b) **In consultation with the supervising administrator, faculty**  
 1288 **with reassigned time may convert their office hours to**  
 1289 **reassigned work proportionate to the amount of load being**  
 1290 **reassigned (e.g., a faculty member with 60% reassigned time**  
 1291 **may reduce their office hours by three (3) hours per week and**  
 1292 **convert those hours to the same reassigned work to which they**  
 1293 **are assigned).**  
 1294  
 1295 (c) **College service obligation remains the same as a normal load.**  
 1296  
 1297 b. Part-time faculty members are expected to fulfill the following:  
 1298  
 1299 (1) Classroom Assignment:  
 1300  
 1301 (a) Provide one hour per week for each LHE of assigned classroom or  
 1302 equivalent instruction.  
 1303  
 1304 (b) Provide one hour per week for each LHE of assigned classroom or  
 1305 equivalent instruction for grading, record keeping, and classroom  
 1306 preparation.  
 1307  
 1308 (c) Conduct an average of twenty (20) minutes of student consultation  
 1309 and appointments per week, including finals' week, for each  
 1310 assigned LHE of classroom or equivalent instruction. Such

1311 advisement may take place either in person, or through telephone  
1312 or on-line (e.g., the approved District LMS or e-mail) consultation.

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(2) Non-classroom Assignment:

1316 Provide one hour per week, including finals week, of direct student  
1317 contact, outreach, and program specific assignments, for each LHE of  
1318 assigned advisement.

1319

1320 14.4. Professional Duties within the Hours of Service

1321

1322 a. Each faculty member shall:

1323

1324 (1) Comply with his/her/their individual workload assignments.

1325

1326 (2) Comply with the applicable Course Outline of Record(s) (COR) for  
1327 their assignment(s).

1328

1329 (3) Participate in SLO assessment and, for full-time members, program  
1330 review, college accreditation processes, and curriculum and program  
1331 development, updates, and technical/program reviews, as appropriate.

1332

1333 (4) Make a syllabus accessible to students and upload to a District-  
1334 approved repository.

1335

1336 (5) Respond to and evaluate student work regularly and consistently, inform  
1337 students on a timely basis of their progress in the course throughout  
1338 the term, and report final grades to Admissions, Records, and Enrollment  
1339 Services by an announced deadline each semester/term.

1340

1341 (6) Respond to student academic concerns, as appropriate, in a timely  
1342 manner.

1343

1344 (7) Report all personal absences to the dean as required by District policy.

1345

1346 (8) Complete training once every two years in Title IX (20 U.S. Code §1681  
1347 et seq.) / unlawful discrimination prevention, and any other training  
1348 determined to be mandatory by agreement between the District and the  
1349 Faculty Association, or by law. Part-time faculty members will receive  
1350 compensation for training according to the appropriate stipend rate if  
1351 required to attend.

1352

1353 (9) First-year probationary faculty members will attend college and District  
1354 orientation meetings during the fall semester professional development  
1355 week.

1356

1357 (108) Full-time faculty members shall attend commencement, or appropriate  
1358 graduation ceremony, unless participating in a different coincidental  
1359 District duty (e.g., a coach attending an athletic competition which  
1360 coincides with the commencement ceremony). Full-time faculty who fail  
1361 to attend commencement shall report his/her/their absence per District  
1362 policy and will have one-half (1/2) day of appropriate leave deducted.

1363 (119) Full-time faculty members shall complete his/her/their professional  
1364 development obligations, calculated for full-time faculty members at 4.2  
1365 hours per professional development day (for example, if the approved  
1366 academic calendar has nine (9) professional development days  
1367 scheduled, the total obligation is 37.8 hours). These hours may be  
1368 completed at any point during the contract year and must be entered  
1369 into a District-designated repository by June 15 as designated in the  
1370 Academic Calendar.

1371 (12) Full-time faculty members shall provide an average of 1 hour per  
1372 week of college service as mutually agreed upon with their dean.  
1373 These activities are intended to support the division, college and/or  
1374 District goals through active participation in one or more of the  
1375 following college service categories:

- 1376 a) Committee work on the department, division/school, college,  
1377 and/or district level.
- 1378 b) Non-classroom college, district, or community activities
- 1379 c) Department/division/school activities, events, or meetings
- 1380 d) Student club advisor activities or events.

1381 b. Full- and part-time faculty members are encouraged to attend and participate in:

- 1382 (1) District-wide oOpening sSessions convened by the Cehancellor.
- 1383 (2) Opening sessions convened by the cCollege pPresident.
- 1384 (3) Regularly scheduled departmental ~~or~~ and division/school meetings  
1385 convened by the department chair or dean.

1386 (4) Professional development activities offered throughout the pProfessional  
1387 dDevelopment calendar.

1403 **ARTICLE XV15**  
1404 **WORKLOAD**

(Per TA signed 6.28.21)

1405  
1406 15.1. Workload ~~= a.~~ General Provisions  
1407

1408 All faculty members covered by the Master Agreement are by definition  
1409 instructional/teaching faculty, and their regular contracted duties and responsibilities are  
1410 instructional and teaching in nature. This applies to all full-time and part-time faculty,  
1411 and includes all mediated and classroom instructors as well as all faculty whose  
1412 normal or occasional duties and activities are non-traditional or non-classroom in  
1413 nature, such as counselors, librarians, learning disability specialists, learning  
1414 assistance instructors, and any and all others who are included in the Academic  
1415 Employee bargaining unit within the District.  
1416

1417 15.2. Instructional Activities  
1418

1419 a. Categories of Instructional Activities for which LHE is Assigned  
1420

1421 For the purposes of determining faculty loads, each instructional activity will be  
1422 assigned to one of the following five categories as defined in Article IV.  
1423

- 1424 (1) Lecture
- 1425 (2) Laboratory
- 1426 (3) Practicum
- 1427 (4) Learning Center/Tutorial
- 1428 (5) Library, Counseling Services, and Learning Disability Specialists
- 1429 (Instructional Activities)

1430  
1431 An application process to reclassify courses to a different category will be  
1432 instituted by the District each spring semester. A committee comprised of  
1433 representatives of the colleges and/or District Services, the Academic Senates of  
1434 each college, and the Faculty Association will meet annually, when necessary, in  
1435 order to consider these applications assign courses to the appropriate  
1436 category. Changes made during this process will go into effect the following  
1437 spring semester.  
1438

1439 b. Lecture, Laboratory, Practicum and Tutorial Assignments:  
1440

- 1441 (1) Full-time faculty members who instruct lecture, laboratory, practicum and  
1442 tutorial courses will be assigned 30-32 LHE per academic year. The  
1443 normal load for full-time faculty shall be thirty (30) LHE per year,  
1444 normally assigned as fifteen (15) LHE per semester. If load is over 30  
1445 LHE, LHE in excess of 30, but not to exceed 32, will be paid from the  
1446 appropriate academic salary schedule (see Appendix A). The final  
1447 adjustment payment will be paid on the last working day of April to allow  
1448 for adjustments from the fall and spring loads. LHE in excess of 30, but



- 1449 not exceeding 32, which are part of a faculty member's normal load will  
 1450 not be considered overload, and will not limit overload as allowed in this  
 1451 Agreement.
- 1452
- 1453 (2) The normal number of separate course preparations for a **normal** full-time  
 1454 faculty member's load per semester shall not exceed three (3). In special  
 1455 situations, with the agreement of the faculty member, a faculty member  
 1456 may teach more than three (3) separate preparations.
- 1457
- 1458 (3) Lecture, laboratory, practicum and **Learning Center**/tutorial instruction  
 1459 will be calculated on a contact hour (50 minute).
- 1460
- 1461 (4) Lecture, laboratory, practicum and tutorial loads will be 30-32 LHE per  
 1462 academic year, calculated according to the following ratios:

	<u>Contact Hours</u>	<u>LHE for load</u>
1466 Lecture	1	1
1467 Laboratory	1	1
1468 Practicum	1.2 (5/6)	1
1469 <b>Learning Center</b> /Tutorial	2	1

1470

1471 Example: Digital Photography 5/6 (units lecture/lab per week)

1472

1473 3 Hours Lecture = 3 LHE

1474 6 Hours Practicum = 5 LHE

1475 8 LHE for load

- 1476
- 1477 (5) Lecture Provisions:
- 1478
- 1479 (a) The dean will determine and approve section cancellations.
- 1480
- 1481 (b) The minimum section enrollment will be eighteen (18) for classes  
 1482 capped at 25 or below, or twenty-two (22) for a class capped above  
 1483 25.
- 1484
- 1485 (c) The dean may authorize a section with less than the minimum  
 1486 enrollment for conditions such as academic and/or pedagogic  
 1487 rationale, safety, limited number of workstations, mandated  
 1488 program limits, academic sequential programs, **program**  
 1489 **completion**, and intercollegiate athletics.
- 1490
- 1491
- 1492 (d) **Large Lecture Assignments:** Large lecture sections **will haveare**  
 1493 **those with** an enrollment of more than 45 students. The following  
 1494 conditions apply:

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- i. Large lecture sections must be pre-approved and scheduled by the dean.
  - ii. The course must be listed in the general catalog of the college and offer units.
  - iii. Consent of the faculty member(s) is required.
  - iv. Large lecture compensation will be calculated on Census Day using the following formula: For sections with an enrollment of forty-six (46) to sixty (60) and for every increment of fifteen (15) thereafter (for example, 61-75), one (1) additional LHE according to the appropriate salary schedule (see Appendix A) shall be assigned to the faculty member's workload according to the ratios defined in Section 15.3.e.of this Article).
  - v. Large lecture compensation will not apply to the ten (10) LHE overload limit.
- (e) ~~**Small Lecture Assignment (Contracted Classes): Small lecture sections are established when there are extenuating circumstances and will enroll at least four (4) but less than the section's minimum number of students as described in section D(2) above. The most common cause for engaging a small lecture section would occur when a section is scheduled to be canceled, and the course is needed to meet specific needs of the students affected. The following conditions apply:**~~
- ~~**i. Enrollments will be monitored by the dean.**~~
  - ~~**ii. Mutual consent of the faculty member and the dean is required.**~~
  - ~~**iii. The course must be listed in the general catalog of the college and offer units.**~~
  - ~~**iv. The section must be well planned and structured, and follow the approved course outline on file with the state.**~~
  - ~~**v. An individual section contract will be established between the dean and the faculty member. The contract will include the total number of hours, meeting dates and times.**~~

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- vi. Small lecture compensation will be pro-rated per enrollment and paid according to the appropriate salary schedule using the ratios specified below:
  - a) If the class maximum enrollment is twenty-five (25) or below, compensation will be determined by dividing the number of enrolled students at census, but no fewer than the number of enrolled students on the first day of instruction, by eighteen (18), and multiplying the appropriate compensation for the section by that percentage;
  - b) If the class maximum enrollment is above twenty-five (25), compensation will be determined by dividing the number of enrolled students at census, but no fewer than the number of enrolled students on the first day of instruction, by twenty-two (22), and multiplying the appropriate compensation for the section by that percentage;

- (f) **Team Teaching Section:** The total LHE assigned to the team that teaches the section normally shall not exceed the total LHE assigned to the course. The following conditions apply:
  - i. Mutual consent of the affected faculty members and the dean is required.
  - ii. All faculty members are responsible for participating in the preparation, teaching, and grading for the class in proportion to the amount of LHE each receives.
  - iii. A team-taught section will normally have a maximum enrollment of forty-five (45) students. This maximum enrollment will not be exceeded without the permission of the faculty members.
  - iv. In the event that a team-taught section is identified as a large lecture section (refer to Sections 15.2.b.5.d of this Article), the total large lecture compensation will be distributed as the LHE is distributed among the team that teaches the section.
- (g) **Directed (independent) Study:** Directed (independent) study sections may be offered when authorized by state law and Board policy, and subject to the approval of the applicable dean. All

- 1587 academic employees are eligible to instruct a directed study  
1588 section(s). The following conditions apply:  
1589  
1590 i. The dean will identify and/or approve all directed study  
1591 sections.  
1592  
1593 ii. Consent of the faculty member is required.  
1594  
1595  
1596 iii. The time scheduled for directed study section may not  
1597 coincide with the faculty member's other assignments.  
1598  
1599 iv. Directed study sections will not count toward the faculty  
1600 member's contractual load.  
1601  
1602 v. The faculty member shall be compensated with LHE  
1603 according to the appropriate Academic Salary Schedule  
1604 (~~see~~ Appendix A) for eight (8) contact hours (~~see~~ Section  
1605 15.2.b.5.d above).  
1606  
1607 vi. Directed study sections may involve from one (1) to no  
1608 more than three (3) students.  
1609  
1610 vii. A syllabus or course outline of record and student contract  
1611 for each study section must be on file with the dean.  
1612  
1613 viii. The assigned faculty member shall meet with the student(s)  
1614 for a minimum of eight (8) contact hours during the  
1615 semester.  
1616  
1617 ix. A project, test, paper and/or presentation must be  
1618 successfully completed by each student.  
1619  
1620 **(gh) Productivity Incentive and Class Averaging:**  
1621  
1622 i. ~~If a ff~~ **faculty members has who have** an average of forty-  
1623 five (45) students per section, or a total of two-hundred  
1624 twenty-five (225) students for the semester, ~~he/she~~ shall be  
1625 allowed to teach the total of 225 students in no fewer than  
1626 four separate sections.  
1627  
1628 ii. ~~If a ff~~ **faculty members has who have** an average of thirty  
1629 (30) students per section or greater (150 students per  
1630 semester), ~~he/she~~ shall be allowed to teach one (1) section  
1631 which does not meet the minimum enrollment as defined in  
1632 Section 15.2.b.5.d.iii above, provided ~~he/shethey~~ still

1633 haves 150 students.

1634  
1635 iii. A faculty member may not claim large lecture  
1636 compensation (see Section 15.b.5.d above) for any section  
1637 which is used for the determination of Productivity  
1638 Incentive or Class Averaging as described above.  
1639

1640 c. **Non-Classroom Assignments:** Full-time faculty members who provide tutorial,  
1641 library, counseling and learning disability services will be assigned 30 LHE per  
1642 academic year. Load hours will focus on direct student contact, outreach, and  
1643 program specific assignments. The dean has the right to assign to and/or approve  
1644 of each full-time faculty member’s load.  
1645

1646 (1) Tutorial coordinators, librarians, learning disability specialists, and  
1647 counseling hours will be calculated on a clock hour (60 minutes) basis (or  
1648 portions thereof).  
1649

1650 Clock Hours LHE for Load

1651			
1652	Tutorial Coordination	2	1
1653	Library	2	1
1654	Counseling	2	1
1655	Learning Disability	2	1
1656			

1657 (2) Lecture instruction (refer to Article **IV4** and Section 15.2. of this Article):  
1658

1659 (a) Counselors and Librarians may include a maximum of 6 LHE of  
1660 classroom assignment per semester within his/her/their workload  
1661 assignment.  
1662

1663 (b) Learning Disability Specialists’ assignments may vary.  
1664

1665 d. All Learning Center assignments will be exclusively tutorial.  
1666

1667 15.3. Overload  
1668

1669 a. The dean will consider full-time faculty for overload assignments before part-time  
1670 faculty members receive assignments.  
1671

1672 b. Overload assignments may not exceed ten (10) LHE per semester.  
1673

1674 c. Only full-time faculty members can work overload.  
1675

1676 d. Instructional assignments outside the traditional Fall and Spring semester do not  
1677 constitute an overload assignment.  
1678

1679 e. Overload assignments will be calculated by the following ratios and compensated  
1680 in accordance with the appropriate academic salary schedule:

	<u>Contact Hours</u>	<u>LHE</u>
1683		
1684	Lecture	1
1685	Laboratory	1
1686	Practicum	1
1687	<u>Learning Center</u> /Tutorial	2

	<u>Clock Hours</u>	<u>LHE</u>
1688		
1689		
1690		
1691		
1692	Tutorial Coordination	2
1693	Library	2
1694	Counseling	2
1695	Learning Disability	2

1696 15.4. Part-Time Workload

1697 Part-time faculty members may be assigned lecture and non-lecture workload  
1698 assignments. The dean has the right to assign and approve each part-time faculty  
1699 member's workload.

1700 a. Part-time faculty members may accept employment and workload assignments.  
1701 The following consideration, order of employment (offer), and conditions apply in  
1702 order of priority for the fall and spring semesters:

1703 (1) Full-time faculty members will receive his/her/their assigned workloads  
1704 and appropriate overload(s).

1705 (2) Part-time faculty members establish priority rehire eligibility and receive  
1706 assignments as follows:

1707 (a) Priority rehire eligibility is established in each division/school  
1708 within each college separately, and is not transferable.

1709 **i. Classified employees and managers teaching part-time**  
1710 **are not eligible for priority rehire eligibility.**

1711 **ii. Assignments to coach an intercollegiate sport, related**  
1712 **intercollegiate sections, and other part-time teaching**  
1713 **assignments specifically connected to the intercollegiate**  
1714 **coaching duties cannot be used to establish priority**  
1715 **rehire eligibility for Kinesiology/Athletics**  
1716 **assignments.**

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- (b) The part-time faculty priority rehire eligibility list will be updated at the end of every fall semester to be used for the following academic year (fall/spring) established for assignments commencing in the Fall 2020 semester and updated every fall semester thereafter.
- i. For initial establishment of the part-time faculty priority rehire eligibility list, priority rank will be determined by ordering eligible part-time faculty, as described below, on the list by the initial hire date.
  - ii. ~~Thereafter, p~~Part-time faculty who become eligible for priority rehire, as described below, will be added to the priority rehire eligibility list at the beginning of each spring semester for assignments in the subsequent fall and spring semester.
  - ii. Retired full-time faculty members returning to teaching/faculty service shall establish priority rehire eligibility based on the date that they were rehired as part-time faculty, providing they return to teaching/faculty service within three semesters after retirement.
  - iii. Part-time faculty who establish rehire eligibility during the ~~prior fall same~~ semester shall be ranked according to initial hire date as a part-time faculty member and added to the bottom of the priority rehire eligibility list in that order.
  - iv. In the event that the establishment of the seniority list in Section 15.4.a.2.b. (i) or (ii) results in two or more faculty members who have established priority rehire eligibility on the same day, a drawing shall be held to determine the order of seniority amongst them.
  - v. Due to the COVID-19 pandemic and for the duration of this contract, faculty who have currently established priority rehire eligibility (PRE) will not be removed from the list, or have their average assignment levels reduced, based upon courses offered and/or taught during Fall 2020 and Spring 2021. Faculty who establish PRE in Fall 2021 and after will be added to the list. Data from Fall 2020 and Spring 2021 will be excluded from future determination of PRE.

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- (c) To establish priority rehire eligibility, a part-time faculty member must:
- i. have been first employed by the college for at least three academic years;
  - ii. have held an assignment at the college/division/school during three of the previous six fall and spring semesters; and
  - iii. have received an overall rating of “Meets Standards” or better in two consecutive evaluations as established in each division/school within each college (at the time of initial implementation of this provision, previous evaluations will count toward establishing priority rehire eligibility);
    - a) For purposes of priority rehire eligibility, if a faculty member does not receive a timely evaluation as specified in Section 17.3\* of this Agreement, the evaluation that should have been completed will be considered as a “Meets Standards” evaluation if the offer of an assignment is made for the following semester. However, this provision does not preclude the District from subsequently evaluating the part-time faculty member in accordance with Article XVII17.
    - b) An out-of-sequence evaluation may be conducted if approved by the Vice Chancellor of Human Resources in consultation with the Association. An out-of-sequence evaluation refers to an evaluation in addition to a regularly scheduled evaluation as described in Article XVII17.
      - (i) An evaluation conducted in place of a missed evaluation will not be considered an “out-of-sequence” evaluation.
      - (ii) An out-of-sequence evaluation of a faculty member will not be considered a substitute for the evaluation as conducted according to the timeline specified in Article XVII17.



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

~~iii. Classified employees and managers teaching part time are not eligible for priority rehire eligibility.~~

~~iv. Assignments to coach an intercollegiate sport, related intercollegiate sections, and other part time teaching assignments specifically connected to the intercollegiate coaching duties cannot be used to establish priority rehire eligibility for Kinesiology/Athletics assignments.~~

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

- i. have been re-hired as a part-time faculty member;
- ii. have received an overall rating of “Meets Standards” or better in the most recent evaluation before retirement from full-time status;
- iii. have received an overall rating of “Meets Standards” or better in the next scheduled evaluation conducted under Article ~~XVII~~17 after the faculty member’s re-hiring in part-time status.

If a retired full-time faculty member who has resumed teaching under part-time status does not receive a timely evaluation as specified in Section 17.3 of this Agreement, the evaluation that should have been completed will be considered as a “Meets Standards” evaluation if the offer of an assignment is made for the following semester.

This provision does not preclude the District from subsequently evaluating a faculty member in accordance with Article ~~XVII~~17.

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

(e) To maintain priority rehire eligibility, a part-time or retired full-time faculty member teaching part-time must meet the following conditions:

- i. maintain an overall rating of “Meets Standards” or better on evaluations conducted pursuant to Article ~~XVII~~17 of this Agreement. If a faculty member does not receive a

1862 timely evaluation as specified in Section 17.3 of this  
1863 Agreement, the evaluation that should have been completed  
1864 will be considered as a “Meets Standards” evaluation if the  
1865 offer of an assignment is made for the following semester.  
1866

1867 This provision does not preclude the District from  
1868 subsequently evaluating a faculty member in accordance  
1869 with Article ~~XVII~~17.  
1870

- 1871 a) In the event that a part-time faculty member with  
1872 priority rehire eligibility receives an overall rating  
1873 of “Partially Meets Standards” in an evaluation,  
1874
- 1875 (i) the part-time faculty member will be given a  
1876 performance improvement plan, including  
1877 follow-up activities, dates of completion, and  
1878 measurable outcomes to address those  
1879 performance issues requiring correction;  
1880
  - 1881 (ii) the part-time faculty member will be  
1882 evaluated by the dean during the ~~first~~next  
1883 semester in which an assignment is offered  
1884 ~~and~~, accepted, ~~and fulfilled~~. If this evaluation  
1885 yields an overall rating of “Partially Meets  
1886 Standards” or “Unsatisfactory,” priority rehire  
1887 eligibility is revoked.  
1888

- 1889 b) In the event that a part-time faculty member with  
1890 priority rehire eligibility receives an overall rating  
1891 of “Unsatisfactory~~;~~” in an evaluation,  
1892

1893 ~~(i) — the evaluation will revert to the dean as~~  
1894 ~~specified in Section 17.3.a.4.d.v;~~

1895 ~~(ii) — if the dean’s evaluation remains~~  
1896 ~~“Unsatisfactory,”~~ eligible status shall be  
1897 revoked.  
1898

- 1899
- 1900 ii. Maintain regular employment. If a faculty member with  
1901 priority rehire eligibility fails either to request an  
1902 assignment as specified in Section 15.4.a.2.g below, or to  
1903 accept an assignment as specified in Section 15.4.c. below,  
1904 for two (2) consecutive semesters, not including summer,  
1905 except in cases of an approved leave of absence, priority  
1906 rehire eligibility is revoked.  
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- iii. In the event that a part-time faculty member has lost (as described above) and then regains priority rehire eligibility, seniority will depend on the most recent date on which eligibility was reestablished.
  
- (f) Subject to the availability of requested courses or assignment as specified below, part-time faculty members who have established priority rehire eligibility according to this article are entitled to a minimum assignment as follows:
  - i. Part-time faculty members who have established priority rehire eligibility according to this article and who have completed an average of at least six (6) LHE, or six (6) weekly counseling/tutorial/library hours, during ~~each of~~ the previous four (4) semesters shall be entitled to a minimum assignment of six (6) LHE or six (6) weekly counseling/tutorial/library hours.
  
  - ii. Part-time faculty members who have established priority rehire eligibility according to this article and who have completed an average of at least three (3) but fewer than six (6) LHE, or three (3) but fewer than six (6) weekly counseling/tutorial/library hours, during ~~each of each of~~ the previous four (4) semesters shall be entitled to a minimum assignment of three (3) LHE or three (3) weekly counseling/tutorial/library hours.
  
  - iii. Part-time faculty members who have established priority rehire eligibility according to this article and who have completed an average of at least one (1) but fewer than three (3) LHE, or at least one (1) but fewer than three (3) weekly counseling/tutorial/library hours during ~~each of~~ the previous four (4) semesters shall be entitled to a minimum assignment of one (1) section or one (1) weekly counseling/tutorial/library hour.
  
  - iv. Semesters that a part-time faculty member is on a Human Resources-approved leave shall not count in calculating the average LHE/semester.
  
  - v. For a non-classroom assignment, an assignment will not be considered available if the number of hours scheduled for assignable duties necessary to fulfill the assignment have already been assigned to a full-time faculty member or more senior part-time faculty member.

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- vi.** For a classroom assignment, an assignable sectiona course will not be considered available if:
1. the all scheduled sections of that course have has already been offered and accepted by a full-time faculty member as part of a load or overload;
  2. the all scheduled sections of that course have has already been already offered and accepted by a more senior part-time faculty member as defined in Section 15.4.a.2.h below;
  3. the no section's of that course are scheduled at times does not meet meeting the availability of the part-time faculty member as described in his/hers listed in their assignment request as described in Section 15.4.a1.2.gi below;
  4. the part-time faculty member does not have the demonstrated competence to teach a specific course as specified in Section 15.4.a.2.i below;
  5. the sectioncourse is not offered in a given for that semester;
  6. the all sections of the course hashave been cancelled for that semester.

**vii.** Priority rehire eligibility does not guarantee an assignment, or assignment of specific courses, or an assignment of a section added after the development of the initial schedule.

- (g) Prior to the semester during which the assignment will be performed, the dean or designee will initiate a request to all part-time faculty members for assignment preferences for that semester, and allow no fewer than ten days for faculty members to respond. Eligible part-time faculty members will specify the amount of requested assignment, the requested courses, and the times available for assignment.
- (h) In the event that two instructors have requested the same sectioncourse, or that for which there is limited availability of sections of requested courses, the faculty member with the higher priority rehire ranking as described above will receive the assignment in the absence of the conditions described under Section 15.4.a1.2.f above.

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- (i) Courses requested for priority assignment at a college must be courses for which the part-time faculty member has demonstrated competency by having previously taught the same course within the school/division during the previous eight semesters.
  - (j) If the part-time faculty member who has established priority rehire rights does not receive an assigned load at least equal to the load to which the part-time faculty member is entitled under Section 15.4. **a1.2.f** above, the dean will, upon request, provide a written response stating the reasons for the lack of assignment.
- (3) All other part-time faculty will be considered for assignment.
- b. The formal offer of a part-time assignment must be made in writing.
  - c. Once a formal offer of an assignment has been made, the part-time faculty member will have five (5) days to accept or decline in writing part or all of the assignment. Failure to accept an assignment within five (5) days of the date of the formal offer may result in the loss of priority rehire eligibility rights for that semester.
  - d. The dean may cancel the assignment of any part-time faculty member to provide a full load (15 LHE) assignment to a full-time faculty member.
  - e. Once an assignment has been offered to and accepted by the part-time faculty member, the dean may not cancel the assignment of any part-time faculty member for the purpose of providing a full-time faculty member with overload.
  - f. A maximum assignment within the District **for part-time faculty** will be no more than sixty-seven percent (67%) of a full-time faculty load or twenty (20) equivalent LHE per academic year and no more than eighty percent (80%) of a full-time faculty load or twelve (12) equivalent LHE in any given semester, so long as the annual load is no more than sixty-seven percent (67%) or twenty (20) LHE. (**Calif.**-Educ. Code §87482.5)
- Any part-time faculty member employed for more than seventy-five percent (75%) of a full-time load, or eleven and one-quarter (11.25) LHE, during a given semester will be entitled to full-time faculty benefits and paid for that semester according to the Full-time Academic Salary Schedule (Appendix A).
- g. Part-time faculty members may provide service in professional ancillary activities and be compensated for such services which will not impact **his/her/their** status as a temporary employee. (**Calif.**-Educ. Code §87482.5)

2046 h. ~~Beginning in the Fall semester of 2019, p~~Part-time faculty will be paid for the  
2047 first week of an assignment when a section is canceled less than one week before  
2048 the section is scheduled to begin.

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2051 If a section meets more than once per week, part-time faculty should be paid for  
2052 all section meetings that were scheduled for that week. (~~Calif.~~ Educ. Code,  
2053 §87482.8(b))

2054 i. Part-time assignments will be calculated and compensated by the following ratio:

	<u>Contact Hours</u>	<u>LHE</u>
2058 Lecture	1	1
2059 Laboratory	1	1
2060 Practicum	1	1
2061 <del>Learning Center</del> /Tutorial	2	1

	<u>Clock Hours</u>	<u>LHE</u>
2064 Tutorial Coordination	2	1
2065 Library	2	1
2066 Counseling	2	1
2067 Learning Disability	2	1

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2070 j. Nothing in this Agreement precludes the District from terminating a part-time  
2071 faculty member pursuant to a personnel action initiated in accordance with  
2072 Educ.~~ation~~ Code ~~Section §~~87665.

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2075 15.5. Cooperative Work Experience

2076  
2077 CWE is a program for awarding college credit for paid and unpaid work experience to  
2078 enrolled students. A CWE course is part of the existing state-approved curriculum and  
2079 will enroll at least one (1) but no more than thirty (30) students.

2080 a. The following conditions apply to all faculty members:

- 2081 (1) Mutual consent of the faculty member and the dean is required.
- 2082 (2) Enrollments and the combination of sections will be monitored and  
2083 determined by the dean on Census Day for assignment of workload.
- 2084 (3) Faculty members assigned CWE courses are responsible for in-person  
2085 consultation (at the job site) with the employer or designated  
2086 representative(s) to discuss students' educational growth on the job at least  
2087 once per semester unless:  
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- (a) [he/she/they](#) have been at the worksite previously;
  - (b) the student is repeating the course at the employer's worksite;
  - (c) the worksite has been the site of numerous previous assignments by other students at the [cCollege](#);
  - (d) the worksite location is greater than fifteen (15) miles from the [cCollege](#);
  - (e) the faculty member and student are on different work schedules;
  - (f) the faculty member and student are working in a virtual office; or
  - (g) in case of emergency or security of the instructor/student.

2110 Under one of these circumstances, the faculty member may use alternative  
2111 means to consult, such as the telephone, teleconference, partner with  
2112 instructors from other colleges or e-mail/internet.

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- (4) The faculty member must maintain and submit all appropriate documentation according to ~~25 CCR, CCR~~, Title 5, ~~Section §~~ 55256.
  - (5) Compensation for CWE instruction is .18 LHE as listed in the appropriate academic salary schedule (Appendix A) per student per term. Compensation will be made upon submission of all appropriate documentation, assignment obligations, grades and required documentation to the dean. **Documentation must be submitted by the grading deadline.**

2124 b. The following conditions apply to full-time faculty members only:

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

2134 15.6. Instructional Assignments Outside of the Traditional Fall and Spring Semesters

2135  
2136 Faculty members may accept assignments during instructional terms offered outside of  
2137 the traditional spring and fall semesters, for instance, during the summer or during a

2138 winter intersession between traditional fall and spring semesters. For the purposes of this  
 2139 article, an instructional term is defined as a specific period during which a specific class  
 2140 meets, follows an approved Course Outline of Record (COR), and a final grade is  
 2141 assigned. Multiple instructional terms of differing lengths may be offered during a  
 2142 specific period outside of the traditional spring and fall semesters; for instance, there may  
 2143 be more than one instructional term offered during the summer. The following conditions  
 2144 apply:

- 2146 a. The dean will consider for assignment full-time faculty members who meet  
 2147 minimum qualifications within **his/her/their** respective organizational unit,  
 2148 followed by part-time faculty members who have achieved eligibility for rehire  
 2149 priority as defined in Section 15.4.a.2 et seq. followed by all other faculty.
- 2151 b. Assignments for instructional sessions outside of the traditional fall and spring  
 2152 semesters are not considered overload assignments.
- 2154 c. Faculty members may teach up to eighty percent (80%) of a full-time instructional  
 2155 load per instructional term. However, if multiple terms overlap, the total  
 2156 instructional load an instructor holds during the combined overlapping terms may  
 2157 not equal more than eighty percent (80%) of a fulltime instructional load.  
 2158 Requests to teach more than eighty percent (80%) of a full-time instructional load  
 2159 may be approved by the faculty member's dean on a case-by-case basis. Credit for  
 2160 large lecture as described in Section 15.2.b.5.d of this article will not count within  
 2161 the eighty percent (80%) limitation.
- 2163 d. Assignments will be calculated by the following ratios and compensated in  
 2164 accordance with the appropriate Academic Salary Schedule (Appendix A):

	<u>Contact Hours</u>	<u>LHE</u>
2167 Lecture	1	1
2168 Laboratory	1	1
2169 Practicum	1	1
2170 <b>Learning Center</b> /Tutorial	2	1
2171		
	<u>Clock Hours</u>	<u>LHE</u>
2173 Tutorial Coordination	2	1
2174 Library	2	1
2175 Counseling	2	1
2176 Learning Disability	2	1

2177  
 2178 15.7. Extra Duty Days

- 2179 a. **Each extra duty days shall consist of 7.2 hours of assigned time. These may**  
 2181 **be taken as full days or divided across different days depending on the**  
 2182 **nature of the work.** Full-time faculty members in the assignments listed below



2183 work additional full-time equivalent duty days as part of his/her/their regular  
 2184 contractual assignment:

<u>Assignment(s)</u>	<u>Extra FTE Days</u>
2186 Articulation Officer	17 days (to be assigned as necessary)
2187 Baseball Coach	20 days
2188 Basketball Coach	20 days
2189 Badminton Coach	16 days
2190 Choral (vocal) Music	9 days
2191 Counselor	17 days (10 days scheduled
2192	immediately prior to the start of the
2193	fall academic calendar, and the
2194	equivalent of 7 days, to be mutually
2195	agreed upon by the faculty member
2196	and the dean.)
2197	
2198 Cross Country Coach	16 days
2199 Dance	9 days
2200 Fast Pitch Softball Coach	20 days
2201 Football Coach	20 days
2202 Golf Coach	16 days
2203 Instrumental Music	16 days
2204 Learning Disability Specialist	17 days (10 days scheduled
2205	immediately prior to the start of the
2206	fall academic calendar, and the
2207	equivalent of 7 days, to be mutually
2208	agreed upon by the faculty member
2209	and the dean.)
2210 Nursing	4 days (when necessary to work
2211	outside the 178 day calendar)
2212 Pep Squad Advisor	9 days
2213 Beach Volleyball Coach	16 days
2214 Soccer Coach	20 days
2215 Swimming Coach	20 days
2216 Tennis Coach	16 days
2217 Track Coach	20 days
2218 Volleyball Coach	16 days
2219 Water Polo Coach	16 days

2220  
 2221 In the event of postseason competition, assigned coaches of that sport will receive  
 2222 one additional extra duty day compensation for each week of post-season play.  
 2223 This compensation will be provided to the faculty member starting within sixty  
 2224 (60 days) after the post-season play is completed and prorated over the annual  
 2225 contract.

2226  
 2227 b. The following provisions will apply to all full-time assigned Extra Duty Days:  
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- 2229 (1) During the Extra Duty Days, ~~the~~ faculty members shall perform regular  
2230 and normal instructional activities. Specific activities for this additional  
2231 time will be mutually agreed upon in advance by ~~each~~ faculty members  
2232 and ~~his/her/their~~ dean.  
2233
- 2234 (2) If a full-time faculty member is not available to accept an extra-duty day  
2235 assignment, a part-time faculty member may be employed in that capacity.  
2236 The part-time faculty member will receive a stipend equivalent to the pro-  
2237 rated compensation for those duty days as determined by the part-time  
2238 faculty member's appropriate placement on the Academic Salary  
2239 Schedule.  
2240
- 2241 (32) Extra Duty Days can be used within or outside of the 178-day ~~duty day~~  
2242 ~~calendarcontract year~~.  
2243
- 2244 (43) Activities performed as part of an Extra Duty Day assignment may not  
2245 coincide with the faculty member's regular contractual load assignments,  
2246 scheduled overload, summer assignments, stipend assignments or  
2247 reassigned time.  
2248
- 2249 (54) All faculty members assigned Extra Duty Days will have ~~his/her/their~~  
2250 salaries adjusted to reflect the additional time. Such adjustments will be  
2251 made on a per diem basis, and the total amount of base salary plus  
2252 adjustments constitutes the contracted salary for that individual.  
2253

2254 15.8. Unpaid Work Exchange:

- 2255 a. Faculty members shall request an exchange in writing.  
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2257 b. The request must have written approval of both parties and the dean.  
2258  
2259 c. The exchange is on an hour-for-hour basis and will be completed before the end  
2260 of the following semester.  
2261  
2262 d. A faculty member may participate in no more than four (4) unpaid exchanges for  
2263 any one section during any academic year.  
2264  
2265 e. Unpaid faculty exchanges will not affect regular compensation or leaves as  
2266 described in Article ~~XXIX24~~, Leaves.  
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2269 15.9. Compensated Duties Beyond Instructional Assignments

- 2270 a. Faculty members may accept additional duties and responsibilities in a specific  
2271 activity including but not limited to chairing, ~~directing~~, or coordinating.  
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2273 b. Forms of Compensation for Duties beyond Instructional Assignments  
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- (1) Stipend: When a faculty member accepts a stipend assignment the following conditions apply:
    - (a) The dean will assign and approve all stipends in his/her/their area.
    - (b) All stipends will be in addition to the faculty member's workload assignment.
    - (c) Faculty members must sign a stipend contract which will include stated outcomes such as expectations, objectives and dates of completion of the assignment, and which will require the faculty member to verify completion and/or satisfaction of the assignment to the designated administrator for that assignment.
    - (d) Compensation for stipends shall be calculated at one-half of the highest hourly rate on the Full-Time Classroom Overload Academic Salary Schedule. (Appendix A).
  
  - (2) Reassigned Time: Reassigned time is intended for those faculty members performing duties which require additional time, and a corresponding reduction in the amount of time assigned to normal contractual duties.  
**The following conditions apply:**
    - (a) Reassigned time may be recommended by the appropriate administrator.
    - (b) **Consent of the faculty member is required, except in cases where a faculty member is unable to make load.**
    - (~~cb~~) Faculty members must sign a reassigned time contract which will include stated outcomes such as expectations, objectives and dates of completion of the assignment. The faculty member will be required to provide evidence of completion and/or satisfaction of the assignment to the appropriate administrator.
    - (~~de~~) Faculty members receiving reassigned time will be eligible for additional workload assignments.
    - (~~ed~~) The **appropriate administrator**/dean and faculty member will develop a work schedule that will provide the appropriate time for the faculty member to complete the activities identified in the reassigned project. For example: If a faculty member's reassignment activities include scheduled meetings for every Tuesday during the semester, at a time during which there is no assigned contractual duty, then there shall be no conflicts with the assignment.

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(fe) The reassigned time allocated to the bargaining unit as described in Section 6.7, may not be converted to a stipend.

c. Department Chair Compensation

- (1) Chair duties will be compensated by stipend or reassignment or a combination thereof. Chairs with reassignment may accept overload and large lecture compensation, as determined by the dean. Chairs with reassignment may, in exceptional circumstances, have a portion of a class compensated as overload as necessary to make load.
- (2) Compensation for department chairs will be based on the highest rate from the Full-time Classroom Overload Academic Salary Schedule. (Appendix A).
- (3) Regular Term Department Chair Compensation

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

	ptWFCH	Sections	Courses	FTES	LHE
<b>Tier 5</b>	400+	200+	80+	800+	2.5
<b>Tier 4</b>	300-399	150-199	60-79	600-799	2
<b>Tier 3</b>	200-299	100-149	40-59	400-599	1.5
<b>Tier 2</b>	100-199	50-99	20-39	200-399	1
<b>Tier 1</b>	1-99	1-49	1-19	1-199	0.5

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

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

“Courses” represents the number of approved courses for the department, as listed in the most recent CCC Curriculum Inventory, describing duties related to conducting or coordinating a number of operations related to a

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2361 department’s courses, including program and curriculum development and  
 2362 review, SLO development and evaluation, and administrative duties such  
 2363 as participation in meetings;

2364 “FTES” represents the number of full-time equivalent students served by  
 2365 the department, describing the duties related to handling student concerns,  
 2366 including grade grievances against part-time faculty members, as taken  
 2367 from the end of term (EOT) from the preceding fall semester;

2368 “LHE” represents the amount of compensation as determined by the Full-  
 2369 Time Classroom Overload Academic Salary Schedule (Appendix A).

2370 Example: For a department which had 321 part-time WFCH, 27 sections,  
 2371 250 FTES during the previous fall term, 35 active courses, the following  
 2372 calculation would apply:

	PT-WFCH	Sections	Courses	FTES
Values	321	27	35	250
Placement	Tier 4	Tier 1	Tier 2	Tier 2
Compensation	2	0.5	1	1
	Total Compensation:			4.5 LHE

2376  
 2377 (4) Summer Department Chair Compensation

2378 Department Chairs assigned to perform chair duties throughout the  
 2379 summer will be paid according to the following table, using ptWFCH and  
 2380 Sections as defined in Section 15.9.c.3 above. The total amount of  
 2381 compensation will be derived by combining the amount of LHE earned in  
 2382 both categories, as determined by the department’s placement in each  
 2383 category on the table. If a Chair is assigned by the dean to perform chair  
 2384 duties for less than the entire summer, the Chair will be paid in accordance  
 2385 with Section 15.9.c.(5) below:

	ptWFCH	Sections	LHE
<del>Tier 6</del>	<del>400</del>	<del>200</del>	<del>2</del>
<del>Tier 5</del>	<del>300-400+</del>	<del>150-200+</del>	<del>1.6-2</del>
<del>Tier 4</del>	<del>200-300-399</del>	<del>100-150-199</del>	<del>1.26</del>
<del>Tier 3</del>	<del>100-200-299</del>	<del>50-100-149</del>	<del>0.8-1.2</del>
<del>Tier 2</del>	<del>50-100-199</del>	<del>25-50-99</del>	<del>0.48</del>
<del>Tier 1</del>	<del>1-99</del>	<del>1-49</del>	<del>0.24</del>

2388  
 2389 (5) Supplemental Duty Compensation

2390 During the regular term or summer, department chairs or other faculty  
 2391 members may be assigned additional extra-instructional duties beyond  
 2392 those described in Section 15.9.c.(3) above, and specific to certain  
 2393

2394 departments and programs, including but not limited to career-technical  
2395 education programs (CTE).

2396  
2397 To qualify for supplemental duty compensation, a faculty member  
2398 must perform one or more of the duties in the following list:

2399  
2400 CTE: Coordinate advisory committees

2401  
2402 CTE: Coordinate paid and volunteer support staff (including lab  
2403 technicians)

2404  
2405 CTE: Coordinate off-campus instructional site locations

2406  
2407 CTE: Coordinate programs, certificates and degrees completed at off-  
2408 campus locations

2409  
2410 CTE: Coordinate college/community service for a department, college  
2411 or the District (including wardrobe, food service and filming)

2412  
2413 CTE: Coordinate program specific accreditation for programs  
2414 (Nursing or EMT programs)

2415  
2416 Additional duties not covered by ptWSCH, Sections, Courses or FTES  
2417 as appearing in Section 15.1 above.<sup>†</sup>

2418  
2419 Other specific projects as assigned by the department, college or  
2420 District.

2421  
2422 Additional compensation for these duties will be calculated at a rate  
2423 equivalent to one (1) LHE per thirty-three (33) additional hours assigned.

2424  
2425 d. Coordinator Compensation

2426  
2427 d. Certain specific faculty positions are designated as “Coordinator” positions (for  
2428 example, EOPS coordinator). Those specific positions may receive up to 100%  
2429 reassignment as required by the coordinated program, as determined by the  
2430 appropriate Vice President.

2431  
2432 15.10. Course Content, Copyright Materials, and Intellectual Property Rights

2433  
2434 a. The District and the Association have a mutual interest in establishing an  
2435 environment that fosters the creation of intellectual property by faculty  
2436 members, and have agreed to the following provisions to establish, clarify  
2437 and protect ownership rights to that intellectual property.

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<sup>†</sup>The parties agree that the list previously developed by the District and the Association be further reviewed and negotiated with the intention of incorporating the resulting list of supplemental chair duties by MOU at a later date.

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**b. Definitions**

- (1) “Intellectual property” shall mean any instructional materials, any work, and any invention.**
- (2) “Instructional materials” are those original materials a faculty member creates to perform his or her assignment including but not limited to syllabi, lectures, student exercises, tests, classroom activities, illustrations, recordings, and presentations. Instructional materials may be created by a faculty member for delivery through any instructional medium.**
- (3) A “work” is any original material, including but not limited to instructional materials, mathematical or scientific notations, works of art or design, dramatic or musical compositions, choreography, prose or poetry, and computer software, that is eligible for copyright protection. A work may be published in any enduring media, such as print or analog or digital recording media, or may exist in any tangible form, such as sculpture or a structure.**
- (4) An “invention” is any original idea or discovery that is eligible for patent protection, including (but not limited to) a device, process, design, model, or strain or variety of an organism.**
- (5) A “work or invention for hire” is one for which the faculty member has entered into a specific agreement to receive compensation from the District to create and/or contribute to the development of an intellectual property for which the faculty member relinquishes all ownership and royalty rights to the District.**
- (6) “Extraordinary support” means financial support over and above the cost of the faculty member’s normal compensation; office space; supplies, and equipment including computer equipment; telephone use; copy services; and the cost of acquiring and maintaining facilities and equipment (e.g., laboratories and laboratory equipment, musical equipment, recording studios) necessary for the faculty member’s normal instructional activities. Extraordinary support includes extra compensation or reassigned time for the specific purpose of creating intellectual property, and the extra cost of providing clerical, technical, legal, creative services, or facilities and equipment specifically for the creation of works or inventions. Salary paid to a faculty member during an approved sabbatical will not be considered extraordinary support.**

**c. Copyright and Intellectual Property Ownership**

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~~(1) — Faculty Ownership~~

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

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

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

~~(2) — District ownership~~

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

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



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

~~(3) — District and a Faculty Member Ownership~~

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

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

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

~~(4) — Faculty-District Affiliation~~

~~(a) — Faculty members who engage in publication or public presentation using any kind of media of works or inventions that he/she have created as a work or invention for hire or with extraordinary support from the District shall identify his/her relationship with the college or District during his/her term of employment by the District.~~

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~~(b) — The faculty member may request of the District exemption from this requirement, and the District may agree to exempt the faculty member from identifying his/her affiliation with the District or the college.~~

~~(c) — The District may require the faculty member not to identify his/her relationship with the District, and the faculty member will agree not to use the District's or college's name, or will stop using the District's or college's name as soon as reasonably possible.~~

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**ARTICLE ~~XVI~~16**  
**PART-TIME FACULTY**

**(Per TA signed 9.2.21)**

16.1. General Provisions

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

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

16.3. Workload (see Article ~~XV~~15)

16.4. Evaluations (see Article ~~XVII~~17)

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

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

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

**(cb) In the event that a current part-time faculty member applies for a position and receives less than the paper screening process cut score for interviews, the part-time faculty members who apply for a vacant position will be granted an automatic interview if the following conditions apply:**

- (1) The part-time faculty member must possess the required minimum qualifications for the position.
- (2) The part-time faculty member must have completed ten (10) or more semesters of service to the district.
- (3) The part-time faculty member must have received an overall rating of "Meets Standards" or better in **his/her/their** most recent evaluation.
- (4) **Points earned in the paper review process will move forward to the next step. In the event when a candidate's paper review score is less than the cut score for interviews, the candidate will be informed that they did not make the cut score and will be offered an interview. The faculty member can and can** elect to continue with the interview process or have **his/her/their** name removed from the interview list.

2668 (5) Automatic interviews will be determined after the cut scores are  
2669 determined and will be added to the list of interviewees that emerge  
2670 from the paper screening process so as not to create an equity barrier  
2671 in the recruitment process.

2672  
2673 ~~(5) There will be no other special advantage in the process.~~

2674  
2675 16.6. Benefits (~~see~~ Article ~~XXVII~~27)

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2677 16.7. Wages (~~see~~ Article ~~XXX~~30)

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2714 **ARTICLE ~~XVII~~17**  
2715 **EVALUATIONS**

2716  
2717 **Probationary, Tenured and Part-Time**

(Per TA signed 6.14.21)

2719 The parties agree, during the term of this agreement, to form a subcommittee to review  
2720 and update student evaluation forms and the processes for their collection in the classroom  
2721 and other instructional spaces and to negotiate the terms for incorporation of student  
2722 evaluations in the formal evaluation process for faculty members. The student evaluation  
2723 instrument and process will be determined prior to student evaluations being incorporated  
2724 into the faculty evaluation process. It is the intent of both parties that the results of student  
2725 evaluations shall be fully integrated into the faculty performance review process by the  
2726 2023-2024 academic year. Until agreement is reached, the current materials and processes  
2727 will be used.

2728  
2729 **Purpose**

2730  
2731 The primary purpose of the evaluation of faculty is the continued improvement of instruction and  
2732 instructional support services.

2733  
2734 17.1. Probationary Faculty Evaluations

2735 The four-year probationary period is intended to provide sufficient time for the new  
2736 faculty member to understand the expectations of a tenured faculty member, to develop  
2737 the skills and acquire the experience to participate successfully in the educational  
2738 process, and to use appropriate resources for professional growth and development.  
2739 Faculty recommended for tenure, therefore, must reflect this standard of excellence in  
2740 his/her/their performance of faculty duties and interaction with students and colleagues.

2741  
2742 a. Probationary Period

2743  
2744 A probationary faculty member must be evaluated at least once in each academic  
2745 year of service. (Educ. Code §87663(a).) The probationary period is ordinarily a  
2746 four-year process (as described in California-Educ.ation Code sections§§87600-  
2747 87612):

2748  
2749 (1) Step One – Initial Hiring: First Contract (one year)

2750  
2751 A probationary faculty member (or contract employee) is hired initially on  
2752 a one-year contract (§87605). In order to receive a year's credit toward  
2753 attainment of tenure the faculty member must work at least 75% of the  
2754 number of days in the regular academic year (§87468). This means that  
2755 the faculty member must work both the fall and spring semesters  
2756 (§87601). If a faculty member is hired in the spring semester, the first year  
2757 will not be complete until the faculty member teaches a complete  
2758 academic year, usually during the academic year following the semester of  
2759 hire.

- 2760 (2) Step Two – Second Contract (one year)  
2761  
2762 If ~~thea~~ probationary faculty member is not notified of the Board’s  
2763 decision not to issue a contract for the following academic year on or  
2764 before March 15 of ~~his or her~~their first year, ~~he or she is~~they are issued  
2765 a second one-year contract (§§87608 and 87610(a)).  
2766  
2767 (3) Step Three – Third Contract (two years)  
2768  
2769 If ~~the a~~ probationary faculty member is not notified of the Board’s  
2770 decision not to issue a contract for the following academic year on or  
2771 before March 15 of the second year, ~~he or she is~~they are issued a third,  
2772 two-year contract (§§87608.5 and 87610(a)).  
2773  
2774 (4) Step Four – Granting Tenure  
2775  
2776 If the probationary faculty member is not notified on or before March<sup>eh</sup>  
2777 15th of the fourth year that the Board has decided not to employ (i.e., to  
2778 dismiss) the faculty member as a permanent, tenured employee for all  
2779 subsequent years, the faculty member will return in the fall of the  
2780 subsequent academic year as a permanent, tenured employee (§§87609  
2781 and 87610).  
2782

2783 b. Tenure Review Committee (TRC)  
2784

2785 A Tenure Review Committee (TRC) will follow the candidate(s) through the  
2786 entire probationary period. Members of this committee have an obligation to  
2787 commit to the time frame, uphold the confidentiality of the tenure review process,  
2788 uphold the principles of equal employment opportunities, promote and respect  
2789 diversity and equity, review appropriate documents, and conduct fair and  
2790 unbiased evaluation for the purpose of reaching a tenure decision.  
2791

2792 Committees for different probationary faculty members may have the same  
2793 membership but will function separately. However, general team orientation  
2794 meetings about the tenure review process may be conducted with multiple  
2795 TRCs at the division, college, or District level.  
2796 In instances where a department/division/school has multiple probationary  
2797 faculty in the tenure review process at the same time, so that it would be  
2798 difficult to compose multiple tenure review committees, the dean and  
2799 affected Department Chair(s) may elect to combine committees. In such  
2800 instances, the combined TRC will contain at least one member who can  
2801 reasonably be expected to have sufficient disciplinary expertise to evaluate  
2802 each probationary faculty member assigned to that committee for evaluation.  
2803

2804 Appointment to a TRC will count toward fulfillment of a faculty member's  
2805 college service obligation, and may be eligible for staff development credit as  
2806 appropriate.

2807  
2808 The TRC will be comprised of the following no fewer than four persons:

- 2809
- 2810 (1) The dean, who is a votingparticipating member, is responsible for  
2811 overseeing the evaluation process, collecting all evaluation materials, and  
2812 submitting the annual Faculty Performance Evaluation report as prepared  
2813 by the TRC, including a recommendation regarding the continued  
2814 employment of the probationary faculty member.
  - 2815  
2816 (2) No fewer than tTwo (2) tenured faculty members from the dDepartment  
2817 and/or dDivision/sSchool, or related department and/or dDivision/sSchool,  
2818 who will serve as votingparticipating members. The appointment of  
2819 these faculty members will follow consultation and consensus between the  
2820 dean and the department chair(s).
  - 2821  
2822 (3) In addition, the probationary faculty member will be responsible for  
2823 selecting a full-time faculty member to serve as a mentor, who will be an  
2824 non-votingadvisory member of the TRC, and will serve as an advisor  
2825 and advocate for the probationary faculty member. The purpose of  
2826 the mentor is to serve as an advisor to support and assist the  
2827 probationary faculty member. The mentor will attend all TRC  
2828 meetings where the probationary faculty member is present, but will  
2829 not contribute to the writing or creation of the evaluation report. The  
2830 mentor is not required to do an observation, but may at the request of  
2831 the probationary faculty member. The mentor should be a faculty  
2832 member who is familiar with the tenure review process and evaluation  
2833 procedures as contained in the Academic Employee Master  
2834 Agreement and with department and division/school policies and  
2835 procedures. Probationary faculty members may replace his/hertheir  
2836 faculty mentor at his/hertheir discretion.
  - 2837  
2838 (4) The appointed members of the TRC shall remain the same  
2839 throughout the entire tenure review process except in extenuating  
2840 circumstances. If a votingparticipating faculty member of the TRC  
2841 becomes unavailable or unable to continue, or if a conflict of interest is  
2842 identified as agreed to by the Association and the District, the dean  
2843 shall appoint a replacement faculty member in consultation and consensus  
2844 with the department chair(s) or the Academic Senate if the conflict is  
2845 with the department chair or there is no department chair.

2846  
2847 c. Probationary Faculty Evaluation Components

- 2848 (1) Self-Evaluation  
2849

- 2850 (a) It is essential that each probationary faculty member take full  
 2851 responsibility for the appropriate portions of his/her/their tenure  
 2852 review process.  
 2853
- 2854 (b) The probationary faculty member will submit to the TRC a  
 2855 portfolio including a report of college, District or committee  
 2856 service; accomplishments (such as publications, exhibitions or  
 2857 performances); awards and achievements; appropriate class  
 2858 materials such as sample syllabi and assignments; goals and  
 2859 objectives for the next evaluation cycle; mentoring opportunities;  
 2860 and other pertinent documents.  
 2861
- 2862 (2) Instructional Activity Observations  
 2863  
 2864 The TRC will conduct scheduled classroom/worksite/electronic  
 2865 visitation(s) as needed and submit written comments to the dean.  
 2866
- 2867 (a) The probationary faculty member and the TRC will mutually  
 2868 agree on the course(s) or equivalent in which the scheduled  
 2869 evaluationobservation(s) will take place, so that the faculty  
 2870 member may be observed under optimum conditions for  
 2871 displaying with his/her/their abilities.  
 2872
- 2873 (b) Each evaluation shall include at least one (1) observation, lasting at  
 2874 least fifty (50) minutes. For on-line classes, the probationary  
 2875 faculty member will present the course to the member(s) of the  
 2876 TRC during an observation lasting at least fifty (50) minutes.  
 2877  
 2878
- 2879 (3) Student Evaluations  
 2880
- 2881 (a) Student evaluations will be arranged through the appropriate  
 2882 dean's office, and be conducted in each class during the fall and  
 2883 spring semesters, or for those faculty members who engage in  
 2884 instruction outside of the traditional classroom, in the  
 2885 equivalent of a class, during throughout the probationary period.  
 2886 The objective will be to determine the student response to areas  
 2887 such as the fulfillment of the stated and distributed course  
 2888 objectives, effective communication, and respect for students'  
 2889 rights and needs.  
 2890
- 2891 (b) For those faculty members who engage in instruction outside  
 2892 of the classroom, including librarians, counselors, and learning  
 2893 disability specialists, student evaluations will be collected  
 2894 within five (5) days of student contact sessions (i.e., student  
 2895 appointments or reference desk visits) during a selected month



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each fall and spring semester throughout the probationary period.  
These student evaluations will be made available for the probationary faculty member and the non-voting mentor TRC member to review, and will be shared with the TRC.

(c) Student evaluation materials shall be available to the TRC and may be used in the faculty performance evaluation. Results of the student evaluations will be discussed with the probationary faculty member; however, copies of the student evaluations will not be provided to the faculty member until after the due date for grades.  
The student evaluations will be available to the District during the probationary process (i.e., through the granting of tenure or non-renewal), but are the property of the probationary faculty member and will be returned to the probationary faculty member at the end of the probationary process.

(4) Report Preparation

- (a) The TRC will complete a Faculty Performance Evaluation Report (Appendix B), including a recommendation of continued employment, based upon:
- i. the materials from the probationary faculty portfolio;
  - ii. results of observations and student evaluations;
  - iii. items relevant to the instructional duties assigned to the probationary faculty member, including adherence to Board Policy and college processes and deadlines;
  - iv. a review of activities which are outside of the instructional duties, including those defined within Board Policy and the appropriate job posting;
  - v. information regarding participation in curriculum development and review, and in development and assessment of student learning outcomes. Any information included in the probationary faculty member's evaluation regarding participation in curriculum or student learning outcome processes must be verified and documented.
- (b) Faculty members shall not be held accountable for any aspect of the educational program over which he/she/they have no authority.

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- (c) Evaluations are to be based on the materials described in this [Article](#). Hearsay statements, rumors or information from anonymous sources, **other than student evaluations**, shall be excluded from written evaluations. The TRC may include in the written evaluation information which has been documented through a completed investigation subsequent to a complaint, the findings of which investigation have been delivered to the faculty member under evaluation prior to the inclusion of this information in the evaluation report.
  - (5) Follow-up **Pr**ocedures
    - (a) If the faculty member’s performance receives an overall rating below “Meets Standards,” the TRC will develop a performance improvement plan, including follow-up activities, dates of completion, and measurable outcomes to address those performance issues requiring correction. A performance improvement plan may be developed by the TRC for a rating below “Meets Standards” in any individual category. A performance improvement plan shall not be required for probationary faculty members who have been notified that [he/she/they](#) will not be recommended for further employment with the District.
    - (b) The TRC, **including the mentor**, will meet with the probationary faculty member to discuss the summary [y-r-c](#) report.
    - (c) On behalf of the TRC, the dean will forward recommendation(s), with appropriate supporting documentation, to the appropriate Vice President and President.
    - (d) An additional evaluation may be scheduled during the spring semester if desired by the TRC.
  - (6) Administration Review
    - (a) The appropriate ~~v~~ice **p**resident will:
      - i. review recommendation(s),
      - ii. forward recommendation(s), including **his/her/their** recommendations based upon **his/her/their** direct observation, to the **p**resident.
    - (b) The **p**resident will:

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- i. review recommendation(s),
- ii. forward recommendation(s), including ~~his/her~~their recommendations based upon ~~his/her~~their direct observation, to the ~~Board of Trustees~~Chancellor.

(c) The Chancellor will:

- i. review recommendation(s),
- ii. forward recommendation(s), including his/her recommendations, to the Board of Trustees.

d. Evaluation Timelines

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

(1) First Contract Year

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

~~(f) Observations are completed and returned to the dean by November 15.~~

~~(g) Post-visit discussions to be held with the faculty member prior to December 1.~~

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~~(f)(h)~~ Student evaluations are to be ~~conducted~~initiated prior to ~~December~~November 1 for the fall semester and prior to April 1 for the spring semester. The results of the student evaluations shall be discussed with the TRC and the probationary faculty member. Copies of the student evaluations will be provided to the probationary faculty member after the due date for grades.

(g) Observations are completed and returned to the dean by November 15.

(h) Post-visit discussions to be held with the faculty member prior to December 1.

- (i) The TRC reaches its recommendation and completes a written report by December 15.
- (j) The recommendation of renewal or non-renewal is submitted by the dean to the appropriate ~~v~~ice ~~p~~resident and the ~~p~~resident no later than December 20.
- (k) Letter of non-renewal or one (1) year renewal will be sent no later than March 15. If ~~athe~~ probationary faculty member is not notified of the Board's decision not to issue a contract for the following academic year on or before March 15 of ~~his or her~~their first contract year, ~~he or shethey~~ will be issued a second one-year contract.
- (l) A new faculty member whose initial hire date begins with the spring semester will be evaluated during the spring semester and again during the fall semester of the subsequent academic year.

(2) Second Contract Year

- (a) Follow the same timeline and process as the first contract year.
- (b) Second semester: ~~Aa~~ letter of non-renewal or two (2) years renewal will be sent no later than March 15. If ~~thea~~ probationary faculty member is not notified of the Board's decision not to issue a contract for the following academic year on or before March 15 of ~~his or her~~their second contract year, ~~he or shethey~~ will be issued a third, two-year contract.

(3) Third Contract Year

Follow the same timeline and process as the first contract year.

- 3079 (4) Fourth Contract Year  
 3080  
 3081 (a) Follow the same timeline and process as the first contract year.  
 3082  
 3083 (b) Documentation of all employment conditions such as,  
 3084 completion of degree along with all the appropriate materials  
 3085 to the Director of Human Resources no later than February 1.  
 3086  
 3087 ~~(e)~~ Second semester: a letter of tenure or non-renewal will be sent no  
 3088 later than March 15. If no notice is received on or before March 15  
 3089 of the fourth year, the faculty member will return in the fall of the  
 3090 subsequent academic year as athe regular tenured employee.

3092 e. Violations of the Evaluation Process

3093 Allegations that the District has not complied with the evaluation procedures shall  
 3094 be processed through the grievance procedure in this Agreement. While violations  
 3095 of these evaluation procedures may be subject to the grievance procedure, a non-  
 3096 substantive error in the evaluation shall not be grievable. The parties recognize  
 3097 that there are many deadlines and procedural requirements in the process and that  
 3098 peers are involved. While the parties expect the process to be followed as written,  
 3099 he/she/they recognize that a non-substantive procedural error could occur but may  
 3100 not require a change in the result. A “substantive error<sub>i</sub>” is described as one  
 3101 which, if not made, ewould have changed the result.  
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3104 17.2. Tenured Faculty Evaluation

3105 The tenured faculty evaluation process is designed to improve the teaching/ and learning  
 3106 process and delivery of student services, to provide a basis for professional growth and  
 3107 development, and to comply with California State Community College laws and  
 3108 regulations.  
 3109

3110 a. Tenured Faculty Evaluation Process

3111 (1) Self-Evaluation

3112 The faculty member will submit to the dean a portfolio including a report  
 3113 of college, District or committee service; accomplishments (such as  
 3114 publications, shows or performances); awards and achievements;  
 3115 appropriate class materials such as sample syllabi and assignments; and  
 3116 other pertinent documents.  
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3118 (2) Instructional Activity Observation

3119 The appropriate dean, or designee will make scheduled  
 3120 classroom/worksite/electronic visits as described below:  
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- (a) The faculty member and dean or designee will mutually agree on the course(s) or equivalent in which the scheduled **evaluation/observation**(s) will take place, so that the faculty member may be observed under optimum conditions displaying **his/her/their** abilities.
  - (b) Each evaluation shall include at least one (1) observation, lasting at least fifty (50) minutes. For on-line classes, the faculty member will present the course to the evaluator during an observation lasting at least fifty (50) minutes.
- (3) Student **e****E**valuations
- (a) Student evaluations will be **arranged through the appropriate dean's office, and be** conducted in **each/all** classes during **the fall and spring semesters/the semester in which a formal evaluation is performed, or for those faculty members who engage in instruction outside of the traditional classroom, in the equivalent of a class, during the academic year in which the evaluation is conducted.**  
  
**Student evaluations are to be initiated prior to November 1 for the fall semester and prior to April 1 for the spring semester for full term and 1<sup>st</sup> 8-week classes and by December 1 and May 1 for late start and 2<sup>nd</sup> 8-week classes.**
  - (b) **For those faculty members who engage in instruction outside of the classroom, including librarians, counselors, and learning disability specialists, student evaluations will be collected within five (5) days of student contact sessions (i.e., student appointments or reference desk visits) during a selected month during the semester in which a formal evaluation is performed.**
  - (c) These student evaluations will be made available for the faculty member and one tenured faculty member serving as a peer reviewer from the department or division/school, or from a related department or division/school selected by the evaluator, **following the due dates for grades.** The selected faculty member shall review the student evaluations and sign a verification indicating that he/she have reviewed and discussed the student evaluations with the member being evaluated. The signed verification shall be submitted by the evaluatee **as part of the faculty portfolio to their dean.**

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(de) ~~The~~ Student evaluations are the property of the faculty member and will be returned to ~~the faculty member~~ them at the end of the semester, ~~and~~ ~~†~~The information contained ~~therein~~ student evaluations will not be retained by the college or the ~~D~~istrict, used by the administration in the completion of the formal evaluation, or included in the faculty member's personnel file.

(4) Report ~~P~~reparation

(a) The dean will complete a Faculty Performance Evaluation ~~R~~eport (Appendix B), including a recommendation of continued employment, based upon:

- i. the materials from the faculty portfolio;
- ii. results of observations;
- iii. items relevant to the instructional duties assigned to the faculty member, including adherence to Board Policy and college processes and deadlines;
- iv. a review of activities which are outside of the instructional duties, including those defined within Board Policy;
- v. information regarding participation in curriculum development and review, and in development and assessment of student learning outcomes. Any information included in the faculty member's evaluation regarding participation in curriculum or student learning outcome processes must be verified and documented.

(b) Faculty members shall not be held accountable for any aspect of the educational program over which ~~he/she~~they have no authority.

(c) Evaluations are to be based on the materials described in this ~~a~~Article.

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

3215 (5) A faculty member may also elect to have a second evaluation by a tenured  
3216 faculty member of ~~his/her~~their choice. This second evaluation is intended  
3217 for improvement of faculty members and it may become a part of the  
3218 personnel file only at the request of the faculty member being evaluated.  
3219

3220 b. Follow-up Procedures

- 3221 (1) If a tenured faculty member receives an overall rating below “Meets  
3222 Standards,” the dean will develop a Performance Improvement Plan  
3223 including follow-up activities with dates of completion, and measurable  
3224 outcomes to address those performance issues which need improvement.  
3225 A performance improvement plan may be developed by the dean for a  
3226 rating below “Meets Standards” in any individual category.  
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3228 (2) The faculty member receiving an overall rating below “Meets Standards”  
3229 will be evaluated again within twelve (12) months.  
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3231 (3) In the subsequent evaluation, if the faculty member does not receive an  
3232 overall rating of “Meets Standards” or better, the faculty member will not  
3233 be eligible for any overload assignments until such time as future  
3234 evaluation results in an overall “Meets Standards” or better.  
3235

3236 c. Evaluation Timelines

- 3237 (1) The dean will initiate the tenured faculty evaluation process every three  
3238 (3) years.  
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3240 (2) The evaluation process must be completed within one year of its initiation,  
3241 or the process must begin anew.  
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3244 d. Violations of the Evaluation Process

3245 Allegations that the District has not complied with the evaluation procedures shall  
3246 be processed through the grievance procedure in this Agreement. While violations  
3247 of these evaluation procedures may be subject to the grievance procedure, a non-  
3248 substantive error in the evaluation shall not be grievable. The parties recognize  
3249 that there are many deadlines and procedural requirements in the process and that  
3250 peers are involved. While the parties expect the process to be followed as written,  
3251 ~~he/she~~they recognize that a non-substantive procedural error could occur but may  
3252 not require a change in the result. A “substantive error;” ~~described as is~~ one  
3253 which, if not made, ~~w~~eould have changed the result.  
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3256 17.3. Part-Time Faculty Evaluations  
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3259 The part-time faculty evaluation process is designed to improve the teaching **and**  
3260 learning process and delivery of student services, and to provide the part-time faculty  
3261 member a basis for professional growth and development.

3262 a. Part-time Faculty Evaluation Process

3263 (1) Self-Evaluation

3264 The faculty member will submit to the dean a portfolio including a report  
3265 of college, District or committee service; accomplishments (such as  
3266 publications, shows or performances); awards and achievements;  
3267 appropriate class materials such as sample syllabi and assignments; and  
3268 other pertinent documents.

3269 (2) Instructional Activity Observation

3270 The appropriate dean or designee will make scheduled  
3271 classroom/worksite/electronic visits as described below:

3272 (a) The part-time faculty member and dean or designee will mutually  
3273 agree on the course(s) or equivalent in which the scheduled  
3274 **evaluation observation**(s) will take place, so that the faculty  
3275 member may be observed under optimum conditions displaying  
3276 **his/her/their** abilities.

3277 (b) Each evaluation shall include at least one (1) observation, lasting at  
3278 least fifty (50) minutes. For on-line classes, the faculty member  
3279 will present the course to the evaluator during an observation  
3280 lasting at least fifty (50) minutes.

3281 (3) Student Evaluations

3282 (a) Each part-time faculty member shall have student evaluations  
3283 conducted **by the appropriate dean's office in all classes taught**  
3284 **at least one course during the semester in which a formal**  
3285 **evaluation is performed the first semester of his/her first**  
3286 **assignment at that college. Subsequent student evaluations**  
3287 **shall take place every semester in which a formal evaluation is**  
3288 **performed. Student evaluations are to be initiated prior to**  
3289 **November 1 for the fall semester and prior to April 1 for the**  
3290 **spring semester for full term and 1<sup>st</sup> 8-week classes and by**  
3291 **December 1 and May 1 for late start and 2<sup>nd</sup> 8-week classes.**

3292 (b) **For those faculty members who engage in instruction outside**  
3293 **of the classroom, including librarians, counselors, and learning**  
3294 **disability specialists, student evaluations will be collected**

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within five (5) days of student contact sessions (i.e., student appointments or reference desk visits) during a selected month during the semester in which a formal evaluation is performed.

- (c) These student evaluations will be made available for the part-time faculty member and one tenured faculty member serving as a peer reviewer from the department or division/school, or from a related department or division/school selected by the evaluatee following the due date for grades. The selected faculty member shall review the student evaluations and sign a verification indicating that he/she have reviewed and discussed the student evaluations with the member being evaluated. The signed verification shall be submitted by the evaluatee as part of the faculty portfolio to their dean.

~~The s~~Student evaluations are the property of the part-time faculty member, and will be returned to the faculty member at the end of the semester, ~~and t~~The information contained ~~there~~ in student evaluations will not be retained by the college or the District, and will ~~not~~ be used by the administration in the completion of the formal evaluation, or included in the faculty member's personnel file.

(4) Report Preparation

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

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- (b) Part-time faculty members shall not be held accountable for any aspect of the educational program over which ~~he/she/they~~ have no authority.
  
- (c) Evaluations are to be based on the materials described in this ~~a~~Article.  
  
Hearsay statements, rumors or information from anonymous sources shall be excluded from written evaluations. The evaluator may include in the written evaluation information which has been documented through a completed investigation subsequent to a complaint, the findings of which investigation have been delivered to the faculty member under evaluation prior to the inclusion of this information in the evaluation report.
  
- (d) ~~The evaluation~~**Observation** of ~~the~~ part-time faculty member may be completed by a full-time faculty member as the designee of the ~~v~~ice ~~p~~resident or the dean, under the following circumstances:
  - i. The full-time faculty member is tenured,
  - ii. The full-time faculty member is in good standing with an evaluation of “Meets Standards” or better on ~~his or her~~**their** most recent evaluation,
  - iii. The full-time faculty member is approved by the appropriate dean,
  - iv. Department chairs will have the first right of refusal for all ~~evaluations~~**observations** of part-time faculty members in ~~his/her~~**their** areas,
  - v. In the event that ~~the faculty observer determines that an~~**an evaluation observation is likely to** results in the ~~evaluated~~**observed** part-time faculty member receiving an overall rating below “Meets Standards,” the evaluation process will revert to the dean, who will ~~conduct a new~~**conduct a new observation in order to** complete the evaluation. ~~In order to initiate the transfer of the evaluation to the dean, the~~**faculty observer shall complete the Transfer of Evaluation Form (Appendix CB).**
  
- b. For those part-time faculty members with priority rehire eligibility as described in Article ~~XV~~**15**, evaluation procedures in relation to continued priority rehire eligibility status will be as described in Article ~~XV~~**15**.

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c. Evaluation Timelines

- (1) Each part-time faculty member shall be evaluated during the first semester of his/her/their first assignment at that college.
- (2) Subsequent reviews will be every sixth semester during which an instructional assignment is held, and no fewer than one in every four years. Out-of-sequence evaluations may also occur as needed if approved by the vice chancellor of Human Resources in consultation with the Association.

3443 **ARTICLE XVIII**  
3444 **PERSONNEL FILES**

(Per TA signed 12.16.20)

3446 18.1. General Provisions

3447  
3448 ~~a. The District shall not base any punitive action against a faculty member~~  
3449 ~~upon materials which are not contained in the faculty member's personnel~~  
3450 ~~file. Any punitive action against a faculty member shall be taken in~~  
3451 ~~conformance with legal requirements.~~

3452  
3453 ~~b.~~ There shall be only one official personnel file for each faculty member. This file  
3454 shall be ~~locked in a central location~~ secured by Human Resources.

3456 18.2. Access to Files and Release of Personnel Information

3457  
3458 a. The faculty member shall have access to ~~his/her~~their file at reasonable intervals  
3459 and at reasonable times, with reasonable advance notice subject to the following  
3460 restrictions:

3461  
3462 (1) The employee shall not have the right to inspect personnel records at a  
3463 time when the employee is actually required to render services to the  
3464 District.

3465  
3466 (2) The employee shall not have the right to inspect materials the access to  
3467 which is specifically excluded by federal or state regulation or statute.

3468  
3469 b. Representatives of the Association shall have access at reasonable intervals and at  
3470 reasonable times, with reasonable advance notice, to ~~said~~the file with the faculty  
3471 member's written authorization.

3472  
3473 c. Management's access to a faculty member's personnel file shall be restricted to  
3474 authorized administrators, authorized personnel office staff, and the faculty  
3475 member's immediate supervisor. The information and contents of a faculty  
3476 member's personnel file may not be released to anyone else without the faculty  
3477 member's express prior written consent, or in order to comply with a legal  
3478 requirement such as a court order.

3480 18.3. Placement of Material in Personnel Files

3481  
3482 a. Any material placed in a faculty member's file must be signed and dated. A copy  
3483 shall be given to the faculty member prior to the time of insertion in the personnel  
3484 file.

3485  
3486 b. Information of a derogatory nature shall not be entered into an employee's  
3487 personnel records unless and until the employee is given notice and an  
3488 opportunity to review and comment on that information. The employee shall have

3489 the right to enter into his or hertheir personnel file, and have attached to any  
3490 derogatory statement, his or hertheir own comments. A faculty member who  
3491 alleges that information in his/hertheir personnel file is false or erroneous, shall  
3492 have the right to file a grievance for the purpose of having such information  
3493 rectified or expunged. Nothing herein shall limit the right of a faculty member to  
3494 grieve disciplinary actions, including but not limited to documents which are  
3495 punitive or disciplinary in nature.

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3499 c. A faculty member shall have the right to place in the file such material, within  
3500 reason, as he/she/they determines may have a bearing onbe directly related to  
3501 his/hertheir position as a faculty member.  
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**ARTICLE ~~XIX~~19**  
**TRANSFERS**

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19.1. General Provisions

A lateral transfer refers to any administrative or Board action which results in the movement of a faculty member from one immediate supervisor or site to another. A transfer may be initiated by the faculty member (“voluntary”) or by the District (“involuntary”).

19.2. Voluntary Lateral Transfers: A faculty member may request a voluntary lateral transfer to a new or vacated position to take effect at the beginning of the next academic semester.

- a. The request for voluntary lateral transfer may be initiated at any time.
- b. All requests for voluntary transfers shall be considered on the basis of (1) minimum qualifications as defined in 5-CCRTitle 5, §53410, (2) reasonableness, and (3) seniority.
- c. No faculty member shall be overtly or indirectly coerced by management to seek a voluntary lateral transfer.
- d. If a voluntary transfer request is denied, the faculty member, upon request, shall be provided with the reasons for the denial.

19.3. Involuntary Lateral Transfers: Transfers shall not be punitive or disciplinary in nature. ~~He/she~~They shall be based on the educational needs of the District.

- a. A faculty member may be involuntarily laterally transferred provided (1) minimum qualifications as defined 5-CCRTitle 5, §53410, (2) reasonableness, and (3) seniority have been appropriately considered.
- b. Faculty members to be involuntarily laterally transferred shall have the right to indicate preferences from a list of vacancies, and the District shall honor such requests on the basis of (1) required minimum qualifications, (2) reasonableness, and (3) seniority.
- c. A faculty member to be involuntarily laterally transferred shall be given the reasons for the transfer.
- d. An involuntary lateral transfer shall result in compensation at the appropriate compensatory step and column.

**ARTICLE ~~XX~~20**  
**TRAVEL**

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3584 20.1. Faculty members shall be reimbursed for all actual and necessary expenses incurred  
3585 while on District-approved travel as defined in Board Policy.  
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3587 20.2. Current IRS rates will be used for private automobile mileage reimbursement.  
3588  
3589 20.3. Faculty members shall be covered under Worker’s Compensation Insurance as provided  
3590 by law.  
3591  
3592 20.4. If the District requires a faculty member to drive a District vehicle and a special  
3593 California driver’s license is required to drive that vehicle, the District shall pay the costs  
3594 involved in obtaining the license, including the cost of the license.  
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**ARTICLE ~~XXI~~21**  
**HEALTH AND SAFETY**

(Per TA signed 2.5.21)

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

3673 action be taken, the faculty member must~~shall~~ report the condition(s), and any  
3674 mitigating acts taken, to their dean or and/or campus police as soon as possible the  
3675 Campus Safety Coordinator. The District shall not retaliate against a faculty  
3676 member for reporting unsafe or unhealthy conditions and/or taking reasonable  
3677 emergency actions.  
3678

3679 **21.7.** Each faculty member shall adhere to the District’s safety rules and policies for the well-  
3680 being of the students and faculty members of the District, and shall attend all scheduled  
3681 District safety training sessions which are related to their assignments, or as determined  
3682 to be mandatory by agreement between the District and the Association, or required  
3683 by law; or regulation ~~or for insurance/risk management compliance.~~  
3684

3685 **21.8.** The District shall take all necessary and immediate action to contain or mitigate all  
3686 reported work-related incidents of violence or threats of bodily harm towards  
3687 faculty members.  
3688

3689 **a.** If the incident or threat is witnessed or received directly by the affected faculty  
3690 member, the faculty member shall immediately report it to their dean and/or  
3691 campus police.  
3692

3693 **b.** If the incident or threat is witnessed or received by another college or district  
3694 employee and is reported to the District, the District will immediately notify  
3695 impacted faculty member(s) of the received threats and of actions being taken  
3696 to assure their safety.  
3697

3698 **c.** The District shall conduct an investigation of all legitimate work-related threats  
3699 and alleged work-related incidents of violence towards a faculty member and  
3700 contain or mitigate as necessary. During the period of investigation and  
3701 mitigation, if the faculty member feels endangered, they may request that the  
3702 District make a reasonable effort to ensure a safe work environment by doing  
3703 such things as changing the class location, providing on-site security,  
3704 reassigning or removing the student, or other remedies.  
3705

3706 **21.9.** If the SOCCCD chancellor or college president, or their designee, orders an  
3707 immediate evacuation of three (3) days or fewer of the campus or any part of the  
3708 campus in response to an emergency, faculty members shall not suffer a loss of pay  
3709 or deductions from accumulated sick leave during the period of such evacuation,  
3710 and shall remain available for immediate return to work after the situation is  
3711 resolved and a clearance is issued.  
3712

3713 **21.10.** In extended emergency situations, the District, in consultation with the Association,  
3714 will establish safety protocols related to the return to work.  
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3716 **21.11.** The District will establish a permanent District-wide Health and Safety Committee  
3717 with proportional representation from district administration, college  
3718 administration, and all bargaining groups.

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**ARTICLE ~~XXII~~22**  
**LAY-OFF PROCEDURES**

**22.1.** Should the District institute a layoff of full-time faculty, the statutory guarantees contained in the California Education Code as applicable to Community College Districts are incorporated into this Agreement and shall apply.

**22.2.** All faculty in the South Orange County Community College District are in one Faculty Service Area (F.S.A.).

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**ARTICLE ~~XXII~~23**  
**DISCIPLINE PROCEDURES**

**(Per Ta signed 12.16.20)**

- 23.1. The statutory guarantees contained in the California Educ.~~ation~~ Code applicable to the disciplining of District **full-time** faculty members are incorporated into this Agreement and shall apply to tenured and ~~non-tenured~~**probationary** faculty.
- 23.2. No full-time faculty member shall be dismissed or penalized unless the District has fulfilled its obligations to evaluate such faculty member in accordance with the procedures outlined in Article ~~XVII~~17, Evaluations.
- 23.3. The District will follow the requirements of Educ.~~ation~~ Code §87623 regarding the notification of affected unit members about the nature of alleged misconduct, their placement on paid administrative leave, and investigation procedures and timelines.**
- 23.4. All disciplinary actions taken must be documented in the employee's personnel file.**

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**ARTICLE ~~XXIV~~24**  
**FEDERAL AND STATE STATUTES REGARDING HARASSMENT AND**  
**DISCRIMINATION**

24.1. The Board of Trustees and the Faculty Association agree that the District will strictly adhere to federal and state statutes and guidelines regarding sexual harassment and discrimination.

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**ARTICLE ~~XXV~~25**  
**GRIEVANCE PROCEDURES**

**(Per TA signed 6.4.21)**

25.1. General Provisions

A grievance is a formal written allegation by a grievant who alleges a violation, misapplication or misinterpretation of a specific article, section, or provision of this Agreement.

- a. The purpose of this procedure is to secure, at the lowest possible level, an equitable resolution of a grievance. Both parties agree that these proceedings will be kept as informal and confidential as appropriate at any level of the procedure.
- b. Actions to challenge or change the policies of the District as set forth in law, policies, rules and regulations and procedures not contained within this Agreement, and/or actions for which another process is provided by law (e. g., discrimination) must be undertaken under separate processes.
- c. **This grievance procedure may be used to dispute a decision regarding the granting of tenure. If a decision regarding the granting of tenure is disputed, the grievance procedure will be used.**
- d. Nothing contained herein will be construed as limiting the right of any faculty member having a grievance to discuss the matter informally with the appropriate member of the administration, and to have the grievance adjusted without intervention by the Association, provided that the adjustment is consistent with the terms of this Agreement and that the Association has been given an opportunity to review the grievance, the proposed resolution, and state its view.
- e. Prior to filing a grievance at Level I below, ~~the grievants are is~~ **encouraged required** to discuss the potential grievance with ~~his/her/their~~ dean or appropriate supervisor, either directly or through the Association's grievance representative or designee, with intent to resolve the grievance informally.  
  
If the grievant is not satisfied with the disposition of the potential alleged grievance at the informal level, the grievant may file a formal grievance in accordance with the provisions of Section 25.4.a. of this article.
- f. The grievant may be represented by an Association representative at all levels of the grievance procedure under Section 25.4. below. Should the Association waive its rights to be present and/or state its view at any one stage of the procedure, the Association shall retain the right to do so at any or all subsequent stages of the grievance procedure.

- 3902 g. If a grievance arises from action or inaction by the District administration, the  
3903 aggrieved person shall submit such grievance directly to the Association and the  
3904 Chancellor or designee, and if necessary this grievance shall continue as specified  
3905 in Level III (see Section 25.4.c. below).  
3906
- 3907 h. If the grievance arises from action or inaction by the Chancellor, the grievance  
3908 shall be submitted directly to the Association and to the Chancellor or designee.  
3909 In the event that the grievance is not resolved between the grievant and/or the  
3910 Association and the Chancellor or designee, the grievance will be submitted to the  
3911 Board of Trustees through the Board President. If necessary, this grievance shall  
3912 continue as specified in Level IV (~~see~~ Section 25.4.d. below).  
3913
- 3914 i. No reprisals of any kind will be taken by the Board, the Chancellor, any member  
3915 or representative of the administration of the District, or by the Association, its  
3916 officers or its members against any aggrieved person, any party in interest, any  
3917 member of the Association, or any other participant in the grievance procedure by  
3918 reason for such participation.  
3919
- 3920 25.2. Scheduling of grievance meetings  
3921
- 3922 a. Every effort will be made to schedule meetings for the processing of grievances at  
3923 times that will not interfere with the regular assigned duties of the participants.  
3924
- 3925 b. In accordance with Article ~~VI~~6 (Association Rights), the Association  
3926 representative will, upon reasonable notice to the appropriate dean, be released  
3927 from duties without loss of pay to attend meetings.  
3928
- 3929 C. If the grievance meeting must be held at a time which conflicts with the grievant's  
3930 assigned duties, upon reasonable notice to the appropriate dean, the grievant will  
3931 be released to attend the meeting. Any District employee who is requested by any  
3932 party of interest to appear in such meetings or hearings as a witness shall, upon  
3933 reasonable notice to appropriate dean or supervisor, be released from assigned  
3934 duties to attend the meeting.  
3935
- 3936 25.3. Time Limits  
3937
- 3938 a. All grievances should be processed in an expeditious and timely manner.  
3939
- 3940 b. Should the grievant fail to comply with the established time limits at any step,  
3941 ~~he/she~~they shall forfeit all rights to process the existing grievance.  
3942
- 3943 c. Should the District or its designated representatives fail to respond to a grievance  
3944 within established time limits at any step, the grievant is entitled to proceed to the  
3945 next step.  
3946

- 3947 d. Any time limits set forth herein shall begin the day following the receipt of a  
3948 written decision.  
3949  
3950 e. Time or procedural steps may be waived at any step by mutual written agreement.  
3951

3952 **f. The parties agree that the grievance timelines shall be tolled (paused) during**  
3953 **summer between the end of the Spring semester and the beginning of the Fall**  
3954 **semester, and during winter break between the end of the Fall semester and**  
3955 **the beginning of the Spring semester. In the event a grievance is filed at such**  
3956 **a time that it cannot be processed through all the steps in this grievance**  
3957 **procedure by the end of the Spring semester and, if left unresolved until the**  
3958 **beginning of the following Fall semester, could result in harm to the grievant,**  
3959 **the time limits set forth herein may be adjusted by mutual agreement so that**  
3960 **the procedure may be completed prior to the end of the academic year, or as**  
3961 **soon thereafter as may be agreeable to the grievant and the District.**  
3962

3963 25.4. Grievance Procedure

3964 a. Level I – Immediate Supervisor

- 3965  
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3967 (1) **Within one (1) year after the occurrence of the act or omission giving**  
3968 **rise to the grievance, the grievant shall present his/her/their grievance**  
3969 **in writing to the appropriate Association grievance chair and the**  
3970 **immediate supervisor on the District Grievance Form (Appendix DCD);**  
3971 **within 180 calendar days after the grievant could have known or**  
3972 **reasonably known of the alleged violation of the contract.** The  
3973 grievance shall contain a clear and concise statement of the grievance, the  
3974 circumstances involved, including any supporting evidence, the specific  
3975 sections of this Agreement alleged to have been violated, the affected  
3976 employee(s) and the specific remedy sought.  
3977  
3978 (2) Within ten (10) days of receiving the grievance the immediate supervisor  
3979 may request a formal conference to discuss the grievance. The immediate  
3980 supervisor shall render a decision to the grievant in writing within ten (10)  
3981 days of receiving the grievance, or of the date that the grievance  
3982 conference was held, whichever is later.  
3983

3984 b. Level II – President or Designee

- 3985  
3986 (1) In the event the grievant is not satisfied with the decision, if provided, at  
3987 Level I, the decision may be appealed on the grievance form to the  
3988 **P**resident, within ten (10) days of receiving the Level I decision, or when  
3989 it should have been received.  
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- (2) In order to be processed or considered, the appeal shall include copies of the original grievance and decision, if rendered, and the reason for the appeal.
  - (3) The **Pp**resident, or designee, shall hold a conference with the grievant upon request of either party. The **Pp**resident, or designee, shall communicate the decision about the grievance to the grievant in writing on the grievance form within ten (10) days of receiving the appeal and forward a copy of the response to Faculty Association.
  - (4) The **Pp**resident's designee shall not be any person who has previously ruled on the grievance at any of the previous levels.
- c. **Level III – Chancellor or Designee**
- (1) If the grievant is not satisfied with the decision at Level II, the grievant may appeal the decision to the Chancellor, or designee, on the grievance form within ten (10) days of receipt of the decision at Level II, or of when the decision should have been received.
  - (2) The appeal shall include a copy of the original grievance and appeals with decision rendered, and reasons for the appeal.
  - (3) The Chancellor, or designee, shall hold a conference with the grievant upon request of either party. The Chancellor, or designee, shall communicate the decision to the grievant in writing on the grievance form within fifteen (15) days of receiving the appeal and forward a copy of the response to Faculty Association.
  - (4) The Chancellor's designee shall not be any person who has previously ruled on the grievance at any previous level.
- d. **Level IV – Mediation**
- (1) **If the grievant is not satisfied with the decision at Level III, the grievant, with the consent of the Association, may request that the grievance be submitted to mediation for review. The request should be made to the Vice Chancellor of Human Resources within ten (10) days of receipt of the Chancellor's, or designee's, decision or the date the decision should have been received.**
  - (2) **Should the District and Faculty Association not mutually agree on a mediator:**
    - (a) **Within five (5) working days of receipt of a written request to proceed to mediation, the District will request a list of seven (7)**

- 4037 mediators from the from the California State Mediation and  
4038 Conciliation Service.
- 4039
- 4040 (b) Within ten (10) days after receipt of the list, a representative of  
4041 the District and a representative of Association shall  
4042 alternately strike names from the list until only one name  
4043 remains. The first strike shall be determined by coin flip.  
4044
- 4045 (3) The function of the mediator shall be to assist the parties to achieve a  
4046 mutually satisfactory resolution of the grievance by means of the  
4047 mediation process.  
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- 4049 (4) If a mutual resolution of the grievance is reached during mediation, a  
4050 written statement of the resolution will be prepared and signed by the  
4051 parties.  
4052

4053 e. Level IV – Arbitration  
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- 4055 (1) If the grievant and Faculty Association are not satisfied with the  
4056 disposition of the grievance at Level IV~~Where the grievant and~~  
4057 Faculty Association and wish to proceed to arbitration, a request shall be  
4058 made to the ~~Director~~Vice Chancellor of Human Resources within ten  
4059 (10) days ~~of receipt of the Chancellor's, or designee's, decision or of~~  
4060 ~~the date the decision should have been received from the date the~~  
4061 District, the Association, or the mediator indicate in writing that  
4062 mediation has concluded. Should the Faculty Association and the District  
4063 be unable to mutually agree on the selection of an arbitrator:  
4064
- 4065 (a) Within five (5) days the Human Resources Office shall request a  
4066 list of seven (7) arbitrators from the California State Mediation  
4067 and Conciliation Service.  
4068
- 4069 (b) Within ten (10) days after receipt of the list, a representative of the  
4070 District and a representative of Faculty Association shall  
4071 alternately strike names from the list until only one name remains.  
4072 The first strike shall be determined by coin flip.  
4073
- 4074 (2) Upon selection of the arbitrator, the Human Resources ~~e~~Office shall  
4075 contact the selected arbitrator to schedule a hearing at the earliest  
4076 convenience of the arbitrator and the parties.  
4077
- 4078 (3) Arbitrator expenses, including any per diem fees, actual and necessary  
4079 travel and subsistence expense, and other fees and expenses shall be paid  
4080 equally by the District and the Faculty Association.  
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- (4) If either party so requests, the arbitrator shall specifically rule upon the appropriateness of arbitration of contested issues prior to the hearing on the merits of the grievance. If the parties cannot agree upon a statement of the issues to be arbitrated, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step.
  - (5) The arbitrator may render a decision only regarding the interpretation of the provision or provisions of this Agreement at issue between the parties. The arbitrator shall have no authority to add to, subtract from, alter, amend, or modify any provisions of this Agreement. The arbitrator shall be without power or authority to make any decision that requires the District or the administration to perform an illegal act.
  - (6) After a hearing and after both parties have had an opportunity to make written or oral arguments, the arbitrator shall submit, in writing, to all parties, ~~his or her~~ findings and award. The award of the arbitrator shall be binding on the Board of Trustees unless a court of competent jurisdiction directs otherwise.
  - (7) Arbitrator's Recommendation
    - (a) The Board shall adopt the arbitrator's recommendation at its next regular meeting after receipt, providing a minimum of ten (10) days have elapsed from receipt prior to the Board meeting, and providing neither party moves to correct or vacate the award pursuant to the California Code of Civil Procedures.
    - (b) The Chancellor may meet with the grievant and representatives to discuss other alternative solutions, if the arbitrator's decision would result in a proven financial hardship for the District. Any meeting to discuss alternative solutions does not release the District from the binding award recommended by the arbitrator unless agreed to in writing by the District and Faculty Association.

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**ARTICLE ~~XXVI~~26**  
**BONDED SABBATICAL AND PROFESSIONAL DEVELOPMENT LEAVE**

**(Per TA signed 7.6.21)**

26.1. Bonded Sabbatical

At the discretion of the Board of Trustees, upon the recommendation of the District Sabbatical Committee, the District may grant a sabbatical to eligible faculty members (~~Calif-Educ. Code, Sections~~ §§87767 and 87768).

a. Purpose

A sabbatical is to allow for the professional enhancement of the faculty member. Such professional enhancement shall be to the benefit of the faculty member, ~~his/her~~ college, students, and/or to the District. The value of what the faculty member may contribute following ~~his/her~~ return includes, but is not limited to, the areas of pedagogy, curriculum development, and the culture of the college and the community it serves.

b. Length of Sabbatical

A sabbatical leave may take one of two possible forms:

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

c. Eligibility

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

d. Acceptable Sabbatical Projects

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

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

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- (2) Completion of courses for an advanced degree related to assigned discipline(s) or in advanced studies related to higher education.
  - (3) Special project, research or assignment that relates to the goals and mission of the cCollege and District.
  - (4) Travel related to assigned discipline, course and/or program of faculty member.
- e. Sabbatical Committee
- (1) The Sabbatical Committee will consist of up to one (1) faculty member from each division/school, one (1) administrator from each college who will be appointed by the college president, and the appropriate vice chancellor, who will also serve as co-chair.
  - (2) Members of the Sabbatical Committee may not submit a sabbatical proposal; nor serve in the year following the completion of a sabbatical.
  - (3) Sabbatical Committee members will elect a chair and have one (1) vote each.
  - (4) The Sabbatical Committee shall have as its sole responsibility the handling of matters pertaining to bonded sabbaticals.
  - (5) The Sabbatical Committee shall meet during September each year to establish procedures and policies within the scope of this Master Agreement.
  - (6) The Sabbatical Committee shall also establish all timelines for the application and approval process provided that all recommendations for sabbaticals shall be forwarded to the Chancellor no later than December 20th.
- f. Number of Sabbaticals and Priority Determinations for Committee Consideration
- (1) The number of sabbatical semesters available for consideration by the Sabbatical Committee shall be calculated as 4.63% of the full-time faculty semester/year obligation as reported by the Chancellor's Office, California Community Colleges to the District in the fall of that academic year (CCR, Title 5, Sections §§51025, (a), 1 and 53302). Deferred sabbaticals according to Section 26.1.g.(5) will not be reflected in the 4.63% allocation for the next academic year.

4220 (2) The determination of the number of semesters available for  
4221 sabbaticals for any given academic year shall be made by rounding up  
4222 after the multiplication process takes place.

4223  
4224 Example:

4225  
4226  $4.63\% \times 255 \text{ (faculty)} = 11.8 \times 2 = 23.6 \text{ or } 24 \text{ semesters}$

4227  
4228 (3) The Sabbatical Committee will assign priority to proposed sabbatical  
4229 projects as follows:

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4231 (a) A first-time applicant will be given priority over applicants  
4232 who have had a previous sabbatical.

4233  
4234 (b) Thereafter, applicants will be determined by seniority of  
4235 service and by the quality of the proposal as ranked by the  
4236 Sabbatical Committee.

4237  
4238 (c) In the event of a tie when all previous criteria have been met,  
4239 the tie shall be broken by a majority vote of the Sabbatical  
4240 Committee.

4241  
4242 g. Application Process

4243  
4244 (1) Faculty members shall be notified by the Sabbatical Committee of  
4245 his/her/their eligibility to apply for a sabbatical and provided with  
4246 instructions for completing the application form and the final report. In  
4247 addition, faculty members will be informed of all necessary deadlines and  
4248 procedures.

4249  
4250 (2) The faculty member shall discuss the proposed sabbatical project with  
4251 division/school peers, dDepartment cChair, dDivision/sSchool dDean,  
4252 appropriate vVice pPresident, and solicit input/feedback.

4253  
4254 (3) The faculty member shall submit to the college pPresident a copy of  
4255 his/her/their sabbatical proposal (or a rough draft thereof) for input and  
4256 feedback. The pPresident may provide comments and indicate one of the  
4257 following:

4258  
4259 (a) SUPPORT: The sabbatical proposal (with input as indicated) can  
4260 be forwarded to the committee.

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4262 (b) NON-SUPPORT: The sabbatical proposal will be returned to the  
4263 faculty member with recommendations to warrant the pPresident's  
4264 support.  
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- i. In the event where the ~~c~~College ~~p~~President does not support a sabbatical proposal, the faculty member may:
    - a) reconsider the ~~p~~President's input and resubmit the sabbatical proposal to the President, or
    - b) rescind the sabbatical proposal, or
    - c) forward the sabbatical proposal to the Sabbatical Committee with the ~~p~~President's comments and non- support.
  - (4) The faculty member shall submit his/her/their sabbatical proposal with all required forms and documents to the Sabbatical Committee prior to the deadline date.
  - (5) Under exceptional circumstances, the Sabbatical Committee co-chairs may choose to consider late applications. The Committee co-chairs must agree on whether has the sole responsibility for determining the criteria for exceptional circumstances is sufficient and whether or not it will consider a late application.

~~(6) If the applicant makes changes to the proposal after it has been reviewed by the committee, the co-chairs will discuss the changes with the college president and seek his/her support for the changes.~~

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4292 gh. Approval Process

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- (1) Following procedures and guidelines established by the Sabbatical Committee and set forth herein, the Committee shall approve (or disapprove) each sabbatical application by a majority vote of the Committee and forward his/her/their approved sabbatical list to the ~~c~~College ~~p~~President(s) no later than December 10th.
  - (2) The names of ~~committee~~-approved applicants for a sabbatical shall be forwarded to the Chancellor for recommendation to the Board of Trustees no later than December 20th.
  - (3) The Board of Trustees may grant a sabbatical (Calif. Educ. Code, Sections §§87767 and 87768) to eligible faculty members whose applications have been approved by the Sabbatical Committee.
  - (4) Each faculty member shall be notified on or before March 1st regarding the acceptance or rejection of his/her/their applicationsabbatical request.

- 4312 (5) In the event there are multiple sabbatical requests in the same department  
4313 for the same period, the dean may defer an **un** board-approved sabbatical so  
4314 as not to interfere with the regular operation of a department, subject to the  
4315 following conditions:  
4316
- 4317 (a) A deferred sabbatical must be granted within one (1) year of the  
4318 date on which the deferred sabbatical was due to commence.
  - 4319 (b) Faculty members will retain **his/her/their** cycle of sabbatical  
4320 eligibility based on the approval date of the application.
  - 4321 (c) When a sabbatical deferral is necessary, faculty members approved  
4322 for **his/her/their** first sabbatical will receive priority.
  - 4323 (d) When a sabbatical deferral is necessary, and all affected faculty  
4324 members have previously received a sabbatical, in the absence of a  
4325 mutual agreement to the contrary among the affected faculty  
4326 members, priority will be given to the most senior faculty member  
4327 as determined by the District-assigned faculty seniority number.

4328 **h. Number of Sabbaticals and Priority Determinations**

4329 ~~(1) The number of semesters available for faculty sabbaticals shall be~~  
4330 ~~calculated as 4.63% of the full-time faculty semester/year obligation~~  
4331 ~~as reported by the Chancellor's Office, California Community~~  
4332 ~~Colleges to the District in the fall of that academic year (CCR, Title 5,~~  
4333 ~~Sections 51025, (a), 1 and 53302). Deferred sabbaticals according to~~  
4334 ~~Section 26.1.g.(5) will be reflected in the 4.63% allocation for the next~~  
4335 ~~academic year.~~

4336 ~~(2) The determination of the number of semesters available for~~  
4337 ~~sabbaticals for any given academic year shall be made by rounding up~~  
4338 ~~after the multiplication process takes place.~~

4339 **Example:**

4340  ~~$4.63\% \times 255 \text{ (faculty)} = 11.8 \times 2 = 23.6 \text{ or } 24 \text{ semesters}$~~

4341 ~~(3) The Sabbatical Committee will assign priority to proposed sabbatical~~  
4342 ~~projects as follows:~~

4343 ~~(a) A first time applicant will be given priority over applicants~~  
4344 ~~who have had a previous sabbatical.~~



- 4356 ~~(b) — Thereafter, applicants will be determined by seniority of~~  
4357 ~~service and by the quality of the proposal as ranked by the~~  
4358 ~~Sabbatical Committee.~~
- 4359
- 4360 ~~(c) — In the event of a tie when all previous criteria have been met,~~  
4361 ~~the tie shall be broken by a majority vote of the Sabbatical~~  
4362 ~~Committee.~~
- 4363
- 4364 ~~(4) — A list of alternates shall be established and maintained by the~~  
4365 ~~Sabbatical Committee, in the event that a change of plan of a faculty~~  
4366 ~~member or increases in the total number of full-time faculty members~~  
4367 ~~employed permits additional available sabbatical semesters.~~
- 4368
- 4369 i. Length and Conditions for a Sabbatical
- 4370
- 4371 (1) The recipient of a one semester sabbatical will be compensated at  
4372 ~~his/her/their~~ regular salary and employee benefits; a two-semester  
4373 sabbatical at two-thirds regular salary and full District-provided benefits.  
4374 Year-long sabbaticals shall reduce the District contribution to STRS.  
4375 Faculty members wishing to maintain full service credit with STRS must  
4376 contact STRS.
- 4377
- 4378 (2) Salary while on sabbatical shall be paid on a monthly basis during the  
4379 academic year.
- 4380
- 4381 (3) Faculty members cannot assume any other, additional full-time  
4382 employment while on sabbatical, unless it is an integral part of  
4383 ~~his/her/their~~ approved sabbatical. If this provision is violated, all  
4384 compensation and the cost of employee benefits must be returned to the  
4385 District.
- 4386
- 4387 (4) Faculty members granted sabbatical shall not be authorized to perform  
4388 additional professional services such as overload, overtime, part-time  
4389 assignment, stipend, and grants for District pay. Nor will the District  
4390 furnish equipment or materials, pay travel costs, or provide remuneration  
4391 other than the sabbatical compensation during the period of the sabbatical.  
4392 The Board may, upon application, grant exception to this provision.
- 4393
- 4394 (5) A sabbatical shall be counted as experience for advancement on the salary  
4395 schedule.
- 4396
- 4397 (6) Academic credits earned while on sabbatical or professional development  
4398 activity may be used toward salary increments the following academic  
4399 year, in accordance with the existing board policies.
- 4400
- 4401 j. Guarantees

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

4420 k. Evidence of Completion

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

4448 (4) The Board of Trustees and/or the Sabbatical Committee may invite  
4449 representative faculty members to make presentations of his/her/their  
4450 sabbatical project/activity at Board of Trustees meetings.

4451 1. Status Changes Relating to an Approved Sabbatical

4452  
4453  
4454 Once the faculty member has been approved by the Board of Trustees for a  
4455 sabbatical activity, it is the faculty member's responsibility to inform in writing  
4456 the Sabbatical Committee co-cChairs and the appropriate Vice Chancellor of  
4457 any change(s) in status with the sabbatical from the time the faculty member  
4458 knows or should have known of a change.

4459  
4460 (1) Project

4461  
4462 In the original application, the faculty member requests time to complete a  
4463 project with a stated outcome; however, circumstances, conditions, etc.,  
4464 identified in the application sometimes change. The faculty member must  
4465 submit a request for change to the Sabbatical Committee, cCollege  
4466 pPresident, and Chancellor, and seek approval from the Board of Trustees  
4467 before implementing any changes with the sabbatical project.

4468 (2) Extenuating Circumstances

4469  
4470 In the event that an extenuating circumstance occurs (such as, natural  
4471 disaster, long term family illness) that may impact the content and/or  
4472 timelines of the sabbatical project, the faculty member must report such  
4473 change to the Sabbatical Committee, cCollege pPresident, Chancellor, and  
4474 seek approval from the Board of Trustees before implementing any  
4475 changes with the sabbatical project.

4476 (3) Serious or Long-Term Illness/Injury of the Faculty Member

4477  
4478 It is the responsibility of the faculty member to notify the Director of  
4479 Human Resources and the appropriate vVice cChancellor of HHuman  
4480 Rresources or designee within thirty (30) days from the onset or change  
4481 in physical condition.

4482  
4483  
4484  
4485 26.2. Professional Development Leave

4486  
4487 At the discretion of the Board of Trustees, the District may grant a faculty member a paid  
4488 or unpaid leave of absence of up to two (2) years for professional development which  
4489 may include, but shall not be limited to, additional schooling and/or training,  
4490 participation in faculty exchange programs, a project/activity that would benefit the  
4491 College and/or District, involvement in research efforts and acceptance of long-term  
4492 assignments to other higher education institutions, agencies, corporations, foundations, or

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government ([Calif. Educ. Code §Section-87768](#)).

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

4539 **ARTICLE ~~XXVH~~27**  
4540 **BENEFITS**

(Per TA signed 8.3.21)

4541  
4542 27.1. Health Insurance

4543  
4544 The District shall pay 100 percent of the health insurance premium for faculty members  
4545 working 75 percent or more of a full-time faculty contract and ~~his/her~~their eligible  
4546 dependents. The coverage provided shall meet the specifications on file at the District  
4547 Business Office.

4548  
4549 27.2. Part-Time Faculty Health Insurance Allowance

4550  
4551 a. The purpose of this program is to provide an opportunity for individual part-time  
4552 faculty members ~~who are not provided health or medical insurance coverage~~  
4553 ~~through this District as a retired full-time faculty member, a family~~  
4554 ~~member's medical insurance plan, provided group plan, or other employer's~~  
4555 ~~medical insurance plan to receive an allowance to secure comprehensive~~  
4556 ~~medical coverage of his/her own choosing to receive an allowance for the~~  
4557 ~~purpose of securing a comprehensive medical plan.~~

4558 Parameters:

- 4559 • Plan is required to be a comprehensive medical plan
- 4560 • District is not responsible for STRS impacts for STRS Retirees
- 4561 • The monthly allowance is offered only for months in which the  
4562 employee receives medical coverage.

4563  
4564  
4565 The monthly benefit amount is calculated as follows:

4566 <u>Employee</u>	
4567 <u>Monthly Cost</u>	4568 <u>Monthly Allowance</u>
4569 <u>\$1 to \$99</u>	4570 <u>= \$0</u>
4571 <u>\$100 to \$250</u>	4572 <u>= up to \$250</u>
4573 <u>\$251 to \$500</u>	4574 <u>= up to \$500</u>
4575 <u>\$501 plus</u>	4576 <u>= up to \$750</u>
4577 <u>Medicare Recipients = up to \$250</u>	

4578 b. ~~Beginning in the Fall semester of 2019, t~~The District shall provide a monthly  
4579 allowance to qualified part-time faculty members for the purpose of purchasing  
4580 comprehensive health insurance. The total amount of the allowance will be  
4581 ~~\$384,000 per semester determined each semester, and will be \$381,000~~  
4582 ~~divided by the total number of qualified part-time faculty members who have~~  
4583 ~~filed an approved application for that semester, up to a maximum of \$500~~  
4584 ~~per month, or \$2500 per semester per part-time faculty member. Once all~~  
eligible employees and amounts have been determined, if the total amount is

4585 greater than \$384,000 per semester, the allowance amounts will be reduced  
4586 proportionately so that the total amount equals but does not exceed \$384,000  
4587 per semester.

4588  
4589 c. This allowance is shall be applied toward a qualified voluntary comprehensive  
4590 health insurance program of the faculty member's individual arrangement and  
4591 choice for the part-time faculty member who meets the following criteria:

4592 (1) Eligibility is reviewed each fall and spring semester. No allowance will  
4593 be paid during the summer session.

4594 (2) The faculty member must have completed six semesters of  
4595 employment in the district.

4596 (3) The faculty member must be employed for a minimum of 12 LHE in the  
4597 District in the 12-month period ending at the end of the prior semester  
4598 (summer session counts toward meeting this requirement).

4600 (34) The faculty member ~~must have been employed~~ had assignments in the  
4601 District ~~for in at least five of the semesters during a period of the prior~~  
4602 three academic years, immediately preceding the end of the prior semester  
4603 (~~Summer session does not count toward meeting this requirement.~~)

4604 (54) The faculty member must work a minimum of three LHE in the District  
4605 during the semester for which the District contribution is to be made in  
4606 which the District allowance is disbursed.

4607 (65) Each semester the faculty member must submit the following to the  
4608 District Business Office no later than ~~the~~ September 10<sup>th</sup> and February  
4609 10<sup>th</sup> by 5 p.m. (PST) in order to be eligible for the District allowance:

4610 (a) A signed affidavit and official ~~Relevant~~ documentation of current  
4611 enrollment and monthly premium cost paid by the employee in  
4612 a voluntary Bronze, Silver, Gold, or Platinum medical plan  
4613 provided through Covered California under the Patient Protection  
4614 and Affordable Care Act, or an equivalent comprehensive medical  
4615 or health insurance plan.

4616 (b) A signed affidavit attesting that the part-time faculty member  
4617 is not eligible for health or medical insurance coverage through  
4618 this District as a retired full-time faculty member, a family  
4619 member's medical insurance plan, provided group plan, or  
4620 other employer's medical insurance plan.

4621 (e) If coverage is terminated, the part-time faculty member must notify  
4622 the District within 10 days of the date of termination. If the policy

4631 is terminated, the benefit will cease for the remainder of the  
4632 semester.

4633  
4634 (cd) This program is subject to random District audits.

4635  
4636 d. The District allowance will cease if the employee no longer meets the  
4637 requirements of the above criteria.

4638 e. The District allowance shall be paid through payroll and will be prorated over the  
4639 number of paychecks received by the eligible faculty member each fall and  
4640 spring semester.

4641 Part-time Faculty health insurance (Section 27.2.) is subject to reopening on  
4642 June 1, 2020.

4643  
4644  
4645  
4646 27.3. Dental Insurance

4647 The District shall pay one hundred percent of the premium for dental insurance for  
4648 faculty members working 75% or more of a full-time contract and his/her/their eligible  
4649 dependents. Coverage provided shall meet the specifications on file at the District  
4650 Business Office.

4651  
4652  
4653 27.4. Vision Insurance

4654 The District shall pay one hundred percent of the premium for vision insurance for  
4655 faculty members working 75% or more of a full-time contract and his/her/their eligible  
4656 dependents. Coverage provided shall meet the specifications on file at the District  
4657 Business Office.

4658  
4659  
4660 27.5. Employee Assistance / Mental Health Program

4661 The District shall pay one hundred percent of the premium for a faculty member's  
4662 assistance/mental health program for employees working 75% or more of a full-time  
4663 faculty contract and his/her/their eligible dependents. Coverage provided shall meet the  
4664 specifications on file at the District Business Office.

4665  
4666  
4667  
4668 27.6. Life Insurance

4669 The District shall pay one hundred percent of the premium for life insurance for faculty  
4670 members working 75% or more of a full-time faculty contract and his/her/their eligible  
4671 dependents. The coverage provided shall be two times the annual salary up to  
4672 \$200,000.00, plus \$50,000.00.

4673  
4674  
4675 27.7. Long Term Disability Insurance

4676

4677 The District shall pay one hundred percent of the premium for long-term disability  
4678 (salary protection) for faculty members working 75% or more of a full-time faculty  
4679 contract. The coverage provided shall meet the specifications on file at the District  
4680 Business Office.

4681  
4682 27.8. Long Term Care Insurance

4683  
4684 For faculty members working 75% or more of a full-time faculty contract, the District  
4685 shall pay ~~a maximum of \$8.00 per month~~ toward the premium for long-term care  
4686 insurance. ~~Any unused portion of the \$8.00 may be used for employee-paid voluntary~~  
4687 ~~coverage for spouses.~~ Coverage provided shall meet the specifications on file at the  
4688 District Business Office.

4689  
4690 27.9. Legal Assistance Program

4691  
4692 The District shall pay one hundred percent of the premium for legal assistance programs  
4693 for faculty members working 75% or more of a full-time faculty contract and his/her  
4694 eligible dependents. Coverage provided shall meet the specifications on file at the District  
4695 Business Office.

4696  
4697 27.10. Coverage Period

4698  
4699 ~~Each ff~~ Full-time faculty members shall ~~be covered for fringe receive qualifying~~  
4700 benefits from the first of the month following ~~his/her/their~~ first contractual day of  
4701 ~~his/her/their~~ first academic year with the District. In each succeeding year, coverage will  
4702 be continuous unless ~~thea~~ faculty member resigns, retires, otherwise separates from  
4703 employment, or ~~ias~~ otherwise specified in this agreement, in which case the benefits will  
4704 end the last day of the month when employment ends.

4705  
4706 27.11. Benefits During a Leave

4707  
4708 Faculty members shall receive medical, dental, vision, and life insurance benefits while  
4709 on a leave of absence in accordance with the following conditions:

- 4710  
4711 a. Faculty members shall continue to receive insurance benefits while on paid leaves  
4712 of absence.
- 4713  
4714 b. A faculty member on an unpaid leave of absence due to illness shall continue to  
4715 receive insurance benefits, provided by the District, during the leave of absence  
4716 but not to exceed twelve (12) months following the exhaustion of all leaves;  
4717 provided, however, that if the faculty member has been employed for a period of  
4718 ten (10) years or more in the District, and has reached the age of fifty-five (55),  
4719 the District will provide health benefits for the absent faculty member until that  
4720 faculty member is able to return to duty, elects to retire as specified in Section  
4721 31.4. below, or is separated from the District.
- 4722



4723 c. Faculty members on unpaid leave longer than one year are eligible to apply for  
4724 employee paid insurance coverage under Consolidated Omnibus Budget  
4725 Reconciliation Act(COBRA).  
4726

4727 27.12. Tax Sheltered Annuities  
4728

4729 Faculty members may participate in tax sheltered annuity plans from the District's  
4730 approved list of vendors. The District will provide payroll deduction for this purpose.  
4731

4732 27.13. Medical Examinations and Tests  
4733

4734 Medical examinations and tests required by the District for employment shall be paid by  
4735 the District.  
4736

4737 27.14. Parking  
4738

4739 Appropriate staff parking shall be provided on campus for \$60.00 per academic year for  
4740 full time faculty members and \$30.00 per academic year for part-time faculty members.  
4741

4742 27.15. Change in Level of Benefit  
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4744 The District agrees that changes to the level of benefit coverage will be negotiated.  
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ARTICLE ~~XXVIII~~28  
WORKLOAD BANKING PROGRAM

(Per TA signed 6.28.21)

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28.1. General Provisions

- a. Workload banking is a benefit for full-time tenured faculty. This benefit allows a full-time faculty member to earn and bank workload time credit in lieu of compensation and take time off in a future semester.
- b. When a full-time faculty member accepts an assignment as overload, as part of a summer assignment, or during any other instructional session beyond the traditional semesters, that faculty member is paid according to the appropriate salary schedule (Appendix A). However, when a faculty member is banking overload for use in place of a future teaching assignment, that faculty member is earning LHE to be applied to a future assignment. Therefore, all banked workload will be valued at the appropriate LHE rate (as described in Section 28.3. below).

**c. Faculty who do not make load may use banked workload (if available) to make up the difference in their load if no other courses or assignments are available. If banked LHE is used for this purpose, faculty will not be subject to 28.2.e, 28.2.g, and 28.4.a below.**

28.2. Workload Banking

- a. Full-time probationary and full-time tenured faculty members are eligible to earn and bank workload time credit.
- b. Only tenured full-time faculty members are eligible to redeem banked workload credit.
- c. Faculty members may accumulate a maximum of twenty (20) LHE or his/her/their equivalent toward banked workload. Banked workload credit not applied to a specific leave will remain banked, and will be applied to a future leave.
- d. Banked workload leave will be scheduled only for the full length of a semester (no leaves shall be taken for part of a semester only).
- e. Banked workload credit may be taken in increments ranging from three equivalent LHE to one equivalent semester.
- f.** When on a banked workload leave the employee's professional development obligation, office hours and committee meeting obligations will be proportional to his/her/their assignment for the academic year. Partial leaves are subject to Section 28.2.g below. Being on a full banked workload leave eliminates the

- 4815 contractual obligation for office hours and committee/college service work during  
 4816 the term of the leave.
- 4817
- 4818 g. Banked workload leaves will be limited to once every eight (8) semesters.
- 4819
- 4820 h. Workload credit earned in restricted or categorically funded programs may be  
 4821 banked only if allowed by State and Federal regulations and the granting agency.
- 4822
- 4823 i. Payment for banked workload earned in the fall and spring semesters, summer  
 4824 sessions, and any other instructional sessions beyond the traditional semesters will  
 4825 be withheld by payroll. Banked workload will be officially posted as banked at  
 4826 the end of the semester in which it is earned.
- 4827
- 4828 j. Faculty members who request to schedule banked workload leave will not be  
 4829 eligible to apply or take any other leave to extend an absence from the workplace  
 4830 longer than one semester.

4831 28.3. Criteria to earn banked workload credit:

- 4832
- 4833 a. A faculty member must have tenured status.
- 4834
- 4835 b. **The faculty member must submit the Workload Banking Request Form**  
 4836 **(Appendix EP) at least one week prior to the beginning of the semester or**  
 4837 **other session in which the banked workload credit is being requested.**
- 4838
- 4839
- 4840 **c.** The dean will acknowledge the request to bank workload and record the request  
 4841 through the **appropriate vice president's** office.
- 4842
- 4843 **d.** Banked workload credit can be earned from assignments exceeding thirty (30) to  
 4844 thirty-two (32) LHE per year scheduled during Fall and Spring semesters, **as part**  
 4845 **of a summer assignment, or during any other instructional session beyond**  
 4846 **the traditional semesters.**
- 4847
- 4848 **e.** Full-time faculty members must accumulate the equivalent of fifteen (15) LHE of  
 4849 banked workload credit, to be calculated as follows (see Article **XV15,**  
 4850 Workload):

4851 (1) Lecture Assignments (contact hour)

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

4858 Example: Digital Photography 5/6 (units lecture/practicum per week)

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3 Hours Lecture = 3 LHE

6 Hours Practicum = 5 LHE

8 LHE for load

(2) Non-Lecture Assignments (clock hour)

Thirty (30) clock hours = 1 LHE

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

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

**fe.** Workload credit cannot be earned:

(1) while on a reduced workload assignment;

(2) while on sabbatical.

28.4. Criteria to redeem banked workload credit:

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

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

c. To schedule a banked workload leave, the faculty member must fill out the appropriate District form (see Appendix E) and schedule the banked workload leave with the dean submit the Workload Banking Leave Request Form (Appendix FE) to their dean no later than February 1st for the Fall semester and no later than September 1st for the Spring semester.

(1) Every effort shall be made to accommodate a faculty member's request to redeem banked workload credit; however, it is recognized that a banked workload leave may be postponed under circumstances in which the

4907 absence of the faculty member would jeopardize the educational program.  
4908 The dean shall put in writing any postponement of the request to redeem  
4909 banked workload credit.

- 4910  
4911 (2) When two or more faculty members from the same department or area  
4912 apply to schedule banked workload leave and both/all cannot be  
4913 accommodated, those faculty members who have not previously taken  
4914 banked workload leave shall have priority in order of seniority. The  
4915 remaining faculty will be given priority for the following semester.  
4916  
4917 (3) A requested banked workload leave can be postponed for no more than  
4918 one academic year.  
4919  
4920 (4) To ensure the stability of a program, department, or school, the faculty  
4921 member requesting banked workload leave may be requested to work with  
4922 the ~~d~~Division/~~s~~School ~~c~~Chair and dean to arrange for appropriate  
4923 substitute coverage prior to scheduling a leave.  
4924

4925 28.5. While the full-time faculty member is on a banked workload leave, unless an exception is  
4926 granted by the Board of Trustees, ~~he/she/they~~ will not be eligible to:

- 4927 a. work overload;  
4928  
4929 b. contract for extra assignments in the District;  
4930  
4931 c. work on a stipend or reassigned time;  
4932  
4933 d. work on any hourly assignments.  
4934

4935  
4936 28.6. Cashing out banked workload credit: Once a faculty member has made an irrevocable  
4937 election for workload banking, the faculty member shall not be entitled to cash out except  
4938 under one of the following circumstances:

- 4939 a. retirement;  
4940  
4941 b. medical disability as defined in Internal Revenue Code, ~~§Section~~ 72 (m) (7);  
4942  
4943 c. termination (dismissal for cause), or release from probationary status;  
4944  
4945 d. death;  
4946  
4947 e. resignation.  
4948

4949  
4950 When a faculty member is paid for accumulated banked workload credit (known as  
4951 “cashing out”), the rate of pay shall be at the rate of pay in effect at the time the banked  
4952 workload credit was earned. No partial “cashing out” will be allowed.

4953  
4954 28.7. Record Keeping  
4955 Banked workload credit shall be recorded by each college and tracked by the District.  
4956 The District shall maintain banked workload balances in Workday. The District  
4957 shall issue an annual statement to each faculty member and appropriate  
4958 administrators showing the amount of posted banked workload credit, salary, and  
4959 the dates posted.

4960  
4961 28.8.—Reserve Funds

4962  
4963 When the option to bank workload credit is exercised, an amount equal to the  
4964 hourly compensation earned by the full-time faculty member plus ten (10) percent  
4965 shall be placed in a separate reserve account that will be used only to pay for hourly  
4966 replacements when the full-time employee schedules a banked workload leave or  
4967 cashes out unused credit. All interest earned on this reserve shall remain in that  
4968 account to offset the increases in hourly pay rates over time.

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ARTICLE ~~XXIX~~29  
LEAVES

(Per TA signed 4.30.21)

29.1. General Provisions

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

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

- a. Paid Leave: Unless otherwise provided in this ~~a~~Article, a faculty member on a paid leave shall be entitled to:
  - (1) return to the same or comparable position which ~~he/shethey~~ held immediately before commencement of the leave,
  - (2) receive credit for annual salary increments provided during ~~his/hertheir~~ leave,
  - (3) receive during ~~his/hertheir~~ leave all other benefits, including, but not limited to, insurance and retirement benefits, to the extent permitted by law.
- b. Unpaid Leave: Except as otherwise prohibited by law, the District retains the sole discretion as to whether to grant a request for an unpaid leave of absence. Unless otherwise provided in this ~~a~~Article, a faculty member on an unpaid leave shall be entitled to:
  - (1) return to the same or comparable position which ~~he/shethey~~ held immediately before commencement of the leave,
  - (2) ~~request the continuation of health benefits during the duration of unpaid leave or~~ purchase health insurance for the duration of the leave by paying the premium, in full, on or before the first day of the leave, to the District's Business Office.
- c. Reduced Contract Request Leave: A faculty member may request a reduced teaching load for any given semester or academic year. The request must be received 90 days prior to the semester or academic year in which the reduction is requested. Exceptions to the notice of requirement may be granted by the ~~c~~College ~~p~~resident.

5044 Requests must be submitted by the approved process to the appropriate dean and  
5045 ~~c~~College ~~p~~President. All reduced contracts shall be voluntary, and the faculty  
5046 member understands that a reduced teaching load will reduce employee benefits  
5047 and retirement credit received. The faculty member's salary will be reduced in  
5048 accordance with the percentage reduction in teaching load request.

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

5054 29.2. Sick Leave

- 5055 a. Each full-time faculty member under yearly contract shall be entitled to one (1)  
5056 day of paid sick leave each month of employment (i.e., 10 days for 10 months; 12  
5057 days for 12 months). Sick leave shall be accrued for all part-time, full-time  
5058 overload and summer LHE instruction and shall be computed by the following  
5059 formula:

5060 .0558 hours sick leave per contact hour paid

5061  
5062 At the beginning of each academic year, every faculty member will receive a sick  
5063 leave allotment credit, equal to his/her/their entitlement for the academic year.  
5064 Part-time classroom faculty members will receive a sick leave allotment credit at  
5065 the beginning of each semester. Part-time hourly faculty members will receive a  
5066 sick leave allotment calculated and accrued each pay period.

- 5067 b. Pursuant to Labor Code ~~Section §~~233, a full-time faculty member may use up to  
5068 six days and a part-time faculty member may use up to three days of accrued and  
5069 available sick leave entitlement to attend to an illness of an immediate family  
5070 member as defined in Article 4.Labor Code Section 245.5 as follows:

5071 ~~(1) — A child, which for purposes of this article means a biological, adopted,~~  
5072 ~~or foster child, stepchild, legal ward, or a child to whom the employee~~  
5073 ~~stands in loco parentis. This definition of a child is applicable~~  
5074 ~~regardless of age or dependency status;~~

5075 ~~(2) — A biological, adoptive, or foster parent, stepparent, or legal guardian~~  
5076 ~~of an employee of the employee's spouse or registered domestic~~  
5077 ~~partner, or a person who stood in loco parentis when the employee~~  
5078 ~~was a minor child;~~

5079 ~~(3) — A spouse;~~

5080 ~~(4) — A registered domestic partner;~~

5081 ~~(5) — A grandparent;~~



- 5090  
5091 ~~(6) — A grandchild;~~  
5092 ~~(7) — A sibling.~~  
5093  
5094 c. Accumulation of Leave: Unused sick leave shall accrue from academic year to  
5095 academic year.  
5096  
5097 d. Verification of Illness or Injury: Verification will ordinarily not be required for  
5098 short term absences. A doctor’s certification or other acceptable form of  
5099 verification may be required however, for absences exceeding five (5) calendar  
5100 days, situations where there is a doubt as to the employee’s fitness to return to  
5101 work, or where the appropriate administrator has reason to believe that there may  
5102 be an abuse of sick leave.  
5103  
5104 e. Notification of Absence: Faculty members shall submit their absences and leave  
5105 requests to notify the appropriate dean of an absence as soon as practicable prior  
5106 to the start of the faculty member’s assignment.  
5107  
5108 f. Notification of Return: For absences longer than one day, each faculty members  
5109 shall make every effort to keep the appropriate supervisor/dean advised of  
5110 his/her/their condition/status, and provide an estimate of his/her expected return.  
5111  
5112 g. Sick Leave Deduction Process:  
5113  
5114 (1) Full-time faculty members with classroom assignments shall have sick  
5115 leave deducted on the basis of half-day increments (i.e., if a faculty  
5116 member is absent for one-half or less of his or her/their scheduled LHE  
5117 assignment for that day, one-half day of sick leave will be deducted; if a  
5118 faculty members are/is absent for more than one-half of a scheduled  
5119 assignment for that day, a full day of sick leave will be deducted).  
5120  
5121 (2) Full-time faculty members with non-classroom assignments shall have  
5122 sick leave deducted on the basis of quarter-day increments (i.e., if a  
5123 faculty members are/is absent for one-quarter or less of his or her/their  
5124 scheduled LHE assignment for that day, one-quarter of a day of sick leave  
5125 will be deducted; for an absence of between one-quarter and one-half of a  
5126 day, one-half day will be deducted; for an absence between one-half and  
5127 three-quarters, three-quarters of a day will be deducted; for an absence of  
5128 more than three-quarters of a scheduled assignment for that day, a full day  
5129 of sick leave will be deducted).  
5130  
5131 (3) Part-time faculty members shall have sick leave deducted on an hourly  
5132 basis.  
5133

- 5134 h. Sick Leave Statement: The District shall provide information upon individual  
5135 request, on the amount of sick leave accrued, by transfer or otherwise, and sick  
5136 leave entitlement for the academic year.  
5137
- 5138 i. Catastrophic Illness Transfer of Leave Program: A faculty member may  
5139 contribute sick leave to other staff as well as other faculty members on a one-for-  
5140 one basis (one day for one day, etc.) with no reference to the possible difference  
5141 in his/her/their salaries. The As there are likely tax and retirement  
5142 consequences, both employees areis responsible for determining any STRS, IRS  
5143 or other agency effectimplications that may occurresult. This program is  
5144 designed to assist a faculty member who has a lengthy illness and has run out of  
5145 sick leave. The program can also be used so that an employee can take care of a  
5146 sick person in the immediate family. Procedures for the catastrophic illness/injury  
5147 leave for individual solicitation or leave bank requests are on file in the District  
5148 Human Resources Office.  
5149

5150 29.3. Maternity Leave  
5151

5152 The District shall provide for leave of absence from duty for any faculty member of the  
5153 District who is required to be absent from duties because of pregnancy, miscarriage,  
5154 childbirth, and recovery therefrom. The length of the leave of absence, including the date  
5155 on which the leave shall commence and the date on which the faculty member shall  
5156 resume duties, shall be determined by the faculty member's physician. Pregnancy and  
5157 disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery  
5158 therefrom are for all job-related purposes, temporary disabilities and shall be treated as  
5159 such under any health or temporary disability insurance or sick leave plan available in  
5160 connection with employment by the South Orange County Community College District.  
5161

5162 29.4. Paid Parental Leave  
5163

- 5164 a. A person employed by the District in a full-time or part-time academic position  
5165 for more than twelve (12) calendar months shall be allowed to take leave for  
5166 purposes of parental leave for a period of up to twelve (12) weeks. "Parental  
5167 leave" means leave for reason of the birth of a child of the employee, or the  
5168 placement of a child with an employee in connection with the adoption or foster  
5169 care of the child by the employee.  
5170
- 5171 b. The twelve (12) week period shall run concurrent with any period of sick leave,  
5172 including accumulated sick leave, taken during a period of parental leave.  
5173
- 5174 c. An employee shall not be provided more than one twelve (12) week period for  
5175 parental leave during any twelve (12) month period.  
5176
- 5177 d. Parental leave taken pursuant to this section shall also run concurrently with  
5178 parental leave taken pursuant to Family and Medical Leave Act/California  
5179 Family Rights Act (FMLA/CFRA) leave as described in Section 29.12 below.

5180 The aggregate amount of parental leave taken pursuant to this section and Section  
5181 29.12 shall not exceed twelve (12) weeks in a twelve (12) month period.

5182  
5183 e. When an employee has exhausted all available sick leave, including all  
5184 accumulated sick leave, and continues to be absent from his/her/their duties on  
5185 account of parental leave pursuant to Family and Medical Leave Act/California  
5186 Family Rights Act (FMLA/CFRA) leave specified in Section 29.12, the amount  
5187 deducted from the salary due the faculty member for any of the remaining portion  
5188 of the twelve (12) week period in which the absence occurs shall:

5189  
5190 ~~(1) not exceed the sum that is actually paid a temporary employee~~  
5191 ~~employed to fill his or her position during his or her absence or, if no~~  
5192 ~~temporary employee was employed, the amount that would have been~~  
5193 ~~paid to the temporary employee had he or she been employed, and~~

5194  
5195 ~~(2) shall~~ not exceed 50 percent of the employee's regular salary for the  
5196 remaining portion of the 12-workweek of the parental leave.

5197  
5198 (Educ.ation Code ~~section §~~87780.1.)

5199  
5200 29.5. Extended Illness Leave

5201  
5202 a. If a faculty member has used all ~~of his/her~~ accumulated sick leave and is still  
5203 absent from his/her duties on account of illness or accident for a period of five (5)  
5204 school months or less, then the amount of salary deducted in any month shall not  
5205 exceed the sum which was actually paid a substitute faculty member temporarily  
5206 assuming the duties of the absent faculty member, or, in the event that no  
5207 substitute faculty member is employed to replace the faculty member, the lowest  
5208 LHE rate as described in the appropriate salary schedule (Appendix A) for the  
5209 number of hours for which the absent faculty member would need to be replaced.  
5210 In no case shall the amount deducted exceed 50% of the faculty member's regular  
5211 salary. The five (5) months or less extended illness leave period during which the  
5212 deductions described above occur shall not begin until all other paid sick leave  
5213 provisions described in Section 29.2H above, excluding sick leave transferred  
5214 under the Catastrophic Illness Transfer of Leave Program (Section 29.2.1), have  
5215 been exhausted. Extended illness leave is not available for absences that arise  
5216 under Labor Code ~~Section §~~233 (see Section 29.2H above).

5217  
5218 b. If a faculty member has used all of his/her/their accumulated sick leave and is  
5219 still absent from his/her/their duties on account of illness or accident, and that  
5220 faculty member has been employed for a period of ten (10) years or more in the  
5221 District, and has reached the age of fifty-five (55), the District will provide health  
5222 benefits for the absent faculty member until that faculty member is able to return  
5223 to duty, elects to retire as specified in Section 31.4. below, or is separated from  
5224 the District.

5225

- 5226 29.6. Industrial Accident and Illness Leave (~~Calif. Education Code Section §87787~~) is  
5227 supplemented as follows:  
5228
- 5229 a. An industrial accident or illness ~~as used in this paragraph~~ means any injury or  
5230 illness considered to be work-related if an event or exposure in the work  
5231 environment (on or off campus) either caused or contributed to the resulting  
5232 condition or significantly aggravated a pre-existing injury or illness~~the cause~~  
5233 of which can be traced to the performance of services for the District, either  
5234 on-campus or off campus.
  - 5235
  - 5236 b. A faculty member shall be entitled to such leave without limitation to the number  
5237 of days of entitlement.
  - 5238
  - 5239 c. The total of the faculty member's temporary disability indemnity and the portion  
5240 of salary due during the leave shall equal ~~his/her~~their full salary.
  - 5241
  - 5242 d. A faculty member shall be deemed to have recovered from an industrial accident  
5243 or illness, and thereby able to return to work, at such time as the faculty member  
5244 and the attending physician agree that there has been such a recovery.
  - 5245
  - 5246 e. Nothing in this Article shall preclude the District from recommending that a  
5247 faculty member be placed on disability retirement under the State Teachers  
5248 Retirement System.
  - 5249
- 5250 29.7. Personal Necessity Leave
- 5251 Every faculty member shall be entitled to use paid sick leave during each academic year  
5252 in case of personal necessity, as follows:  
5253
- 5254
  - 5255 a. "Personal Necessity" means any activity, including those pursuant to the  
5256 California Education Partnership Act (California Labor Code § 230.8), which  
5257 cannot be conducted before or after the teaching day without causing undue  
5258 inconvenience to the faculty member. Faculty members shall handle such leave in  
5259 a responsible manner.
  - 5260
  - 5261 b. Full-time faculty members are entitled to use up to six (6) days per year of  
5262 personal necessity leave to be deducted from sick leave.
  - 5263
  - 5264 c. Part-time faculty members' personal necessity leave is deducted in hourly  
5265 increments. Part-time faculty members are entitled to use up to sixty percent  
5266 (60%) of ~~his/her~~their sick leave allotment for a given semester for personal  
5267 necessity leave.
  - 5268
  - 5269 d. Unused personal necessity days do not accrue for use in future years~~leave~~  
5270 may not exceed the amount of accumulated available sick leave.  
5271

- 5272 e. Personal necessity days do not carry over from year to year.  
5273  
5274 f. A faculty member shall make every attempt to give advance notice for use of  
5275 Personal Necessity Leave.  
5276  
5277 g. A faculty member shall not be required to give reasons for the use of such leave.  
5278
- 5279 29.8. Bereavement Leave  
5280  
5281 Every faculty member shall be entitled to five (5) days of paid leave of absence for each  
5282 occurrence of the death of a spouse or **registered** domestic partner; child; child of spouse  
5283 or **registered** domestic partner; parent, stepparent, or legal guardian of the faculty  
5284 member or of the spouse or **registered** domestic partner of the faculty member; or any  
5285 family member living in the immediate household of the faculty member; **or** if travel  
5286 out-of-state is required for any other member of the faculty member's immediate family.  
5287 Otherwise, every faculty member shall be entitled to three (3) days paid leave of absence  
5288 for any other member of the faculty member's immediate family **as defined in Article 4**.  
5289 This leave shall not be deducted from sick leave.  
5290
- 5291 29.9. Jury Leave  
5292  
5293 A faculty member shall be entitled to as many days of paid leave as are necessary when  
5294 called for jury duty or when summoned for a court appearance not as a result of the  
5295 faculty member's own misconduct. Any monies received from the courts as jury duty pay  
5296 shall be transferred to the District, mileage excluded. Upon completion of jury duty, the  
5297 faculty member shall submit a certification of jury service to the District.  
5298
- 5299 29.10 Legislative Leave  
5300  
5301 Except as otherwise provided by law, a tenured faculty member who is elected or  
5302 appointed to the State Legislature, Congress, or appointed to government service, shall be  
5303 entitled to an unpaid leave of absence for the length of the term of office, not to exceed  
5304 twelve (12) years.  
5305
- 5306 a. The faculty member on such leave shall notify the college of an intended return at  
5307 least sixteen (16) weeks in advance.  
5308
- 5309 b. The faculty member on such leave shall be entitled to return to employment at the  
5310 end of the leave, but shall not be entitled to any other benefits while on leave.  
5311
- 5312 29.11. Professional Development Leave  
5313  
5314 A faculty member may be granted up to three (3) days of paid leave each academic year  
5315 for the purpose of improving **classroom teaching/instructional** performance. Such leave  
5316 **must be approved by the Dean and** may be used to visit **classes/worksites** in other  
5317 departments or colleges or to attend Association **or other** workshops related to the

5318 assignment of the faculty member subject(s) or academic discipline(s) being taught  
5319 by the faculty member.

5320 29.12. Family and Medical Leave

5321  
5322 To the extent not already provided for under current leave policies and provisions, the  
5323 District will provide family and medical care leave for eligible employees as required by  
5324 state and federal law. The following provisions set forth certain of the rights and  
5325 obligations with respect to such leave. Rights and obligations which are not specifically  
5326 set forth below are set forth in the Department of Labor regulations implementing the  
5327 Federal Family and Medical Leave Act of 1993 (“FMLA”), and the regulations of the  
5328 California Family Rights Act (“CFRA”). Unless otherwise provided by this policy,  
5329 “leave” under this policy shall mean leave pursuant to the FMLA and CFRA. The District  
5330 shall not refuse to hire and shall not discharge, fine, suspend, expel or discriminate  
5331 against any faculty members because he/she/they exercises the right to family care leave  
5332 or because he/she give/they gave information or testimony related to his/her/their or  
5333 another person’s family care leave in an inquiry related to family leave rights.

5334  
5335 a. Terms of Leave

- 5336  
5337 (1) Family care and medical leave shall not exceed twelve (12) work weeks  
5338 (or twenty-six (26) weeks to care for a covered service member) during  
5339 any fiscal year. Where FMLA leave qualifies as both military caregiver  
5340 leave and care for a family member with a serious health condition, the  
5341 leave will be designated as military caregiver leave first.  
5342  
5343 (2) The twelve (12) month period for calculating leave entitlement will be  
5344 based on the District’s fiscal year from July 1 to June 30.  
5345  
5346 (3) Leave taken under the FMLA for disability due to pregnancy shall run  
5347 concurrently with leave taken under the California Pregnancy Disability  
5348 Act. A family member may also be entitled to an additional twelve (12)  
5349 weeks of bonding time under the CFRA.  
5350  
5351 (4) During the period of family care and medical leave, the District shall  
5352 require the faculty members to use his/her/their accrued time off, and any  
5353 other paid or unpaid time off negotiated with the District. Accrued sick  
5354 leave shall be used when the purpose of the family care and medical leave  
5355 is for the employee’s own serious health condition or the leave is needed  
5356 to care for a parent, spouse, child or registered domestic partner with a  
5357 serious health condition, and for which sick leave may be taken pursuant  
5358 to this Agreement and/or Board policy.

5359  
5360 b. Intermittent/Reduced Work Schedule Leave

5361  
5362 Leave related to the serious health condition of athe faculty member or  
5363 his/her/their child, parent, spouse or registered domestic partner may be taken

5364 intermittently or on a reduced work schedule when medically necessary. In such a  
5365 case, the District may limit leave increments to the shortest period of time that the  
5366 payroll system uses to account for absences or use of leave. If the leave is  
5367 foreseeable based on planned medical treatment, the faculty member may also be  
5368 required to transfer temporarily to a different job that has the equivalent pay and  
5369 benefits but could better accommodate recurring periods of leave. The faculty  
5370 member must be qualified for the position, but the position does not need to have  
5371 equivalent duties. Transfer to an alternative position may include altering an  
5372 existing job to better accommodate the faculty member's need for intermittent  
5373 leave or a reduced work schedule.

5374  
5375 c. Maintenance of Benefits

- 5376  
5377 (1) Leave under the terms of FMLA and/or CFRA is unpaid. During the  
5378 period of family care and medical leave, the faculty member shall continue  
5379 to be entitled to participate in the District's medical, vision, and dental  
5380 plans.  
5381  
5382 (2) If the faculty member fails to return from leave after the leave period has  
5383 expired for a reason other than the continuation, recurrence or onset of a  
5384 serious health condition of the faculty member or **his/her/their** family  
5385 member which would entitle the faculty member to leave, or because of  
5386 circumstances beyond the faculty member's control, the employee will be  
5387 required to reimburse any health plan premiums paid by the District  
5388 during the period of leave. The District shall have the right to recover  
5389 premiums through deduction from any sums due to the employee from the  
5390 District (e.g., unpaid wages, vacation pay, etc.).  
5391  
5392 (3) The faculty member shall also continue to be entitled to participate in  
5393 pension and retirement plans and/or any other welfare benefit plan to the  
5394 same extent and under the same conditions as apply to an unpaid leave  
5395 taken for any other purpose. In the absence of these conditions, the faculty  
5396 member shall continue to be entitled to participate in these plans and the  
5397 District may, at its discretion, require the faculty member to pay the  
5398 premium for periods not covered by accrued leave.  
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**ARTICLE ~~XXX~~30**  
**WAGES**

**(Per TA signed 8.3.21)**

30.1. General Provisions

a. Faculty Compensation

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

30.2. Salary Schedules

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

- (1) The Full-time Academic Salary Schedule shall consist of five columns with:  
  
Three (3) steps plus one longevity step in the first column at Year 5  
  
Eight (8) steps plus one longevity step in the second column at Year 10



5456 Thirteen (13) steps plus one longevity step in the third column at Year 15

5457  
5458 Eighteen (18) steps plus one longevity step in the fourth column at Year  
5459 20

5460  
5461 Twenty-three (23) steps plus one longevity step in the fifth column at  
5462 Year 25

5463  
5464 (2) In any given year, column 1, step 1, of the Faculty Salary Schedule shall  
5465 be defined as the base salary. The dollar amount in column 1, step 1, of the  
5466 Faculty Salary Schedule shall be the dollar amount of column 1, step 1, of  
5467 the immediate prior Faculty Salary Schedule and any negotiated and  
5468 agreed upon adjustments for the given year.

5469  
5470 (3) The first step of each column will increase by 5.5555% of the base salary  
5471 over the first step of the previous column.

5472  
5473 (4) Each step in each column will increase by 3.70365% of the base salary  
5474 over the previous step.

5475  
5476 b. Part-time Classroom Academic Salary Schedule (see Appendix A):

5477  
5478 (1) The Part-time Classroom Academic Salary Schedule shall consist of seven  
5479 columns, with one step in each column.

5480  
5481 (2) For ~~2018-2019-2021-2022~~, the value of the first column will be equivalent  
5482 to ~~57.00~~ 61.74% of 1/15 (6.67%) of one-half the value of the first step of  
5483 the first column in the Full-time Academic Salary Schedule, as reflected in  
5484 the following formula:

$$\frac{\del{57.00} \text{ } 61.74}{100} (.0667(\text{column 1, step 1 of the Full-time Academic Salary Schedule } / 2))$$

5485  
5486  
5487  
5488 For ~~2019-2020-2022-2023~~, the value of the first column will be equivalent  
5489 to ~~57.2~~ 65.20% of 1/15 (6.67%) of one-half the value of the first step of  
5490 the first column in the Full-time Academic Salary Schedule, as reflected in  
5491 the following formula:

$$\frac{\del{57.2} \text{ } 65.20}{100} (.0667(\text{column 1, step 1 of the Full-time Academic Salary Schedule } / 2))$$

5492  
5493  
5494 For ~~2020-2021-2023-2024~~, the value of the first column will be equivalent  
5495 to ~~57.3~~ 70.50% of 1/15 (6.67%) of one-half the value of the first step of  
5496 the first column in the Full-time Academic Salary Schedule, as reflected in  
5497 the following formula:

- 5502 .573-.7050(.0667(column 1, step 1 of the Full-time Academic  
5503 Salary Schedule /2))  
5504 (3) Each succeeding column will increase by 4% of column 1 over the  
5505 previous column.  
5506  
5507 **(4) In recognition of the value of part-time faculty to the District and its**  
5508 **students, both parties agree to continue to work towards defining and**  
5509 **achieving parity between full-time and part-time faculty in future**  
5510 **contracts.**  
5511  
5512 c. Full-time Classroom Overload **and Part-Time Non-Classroom Tutorial**  
5513 Academic Salary Schedule (see Appendix A):  
5514  
5515 (1) The Full-time Classroom Overload **and Part-Time Non-Classroom**  
5516 **Tutorial** Academic Salary Schedule shall consist of seven columns, with  
5517 one step in each column.  
5518  
5519 (2) For **2018-2019-2021-2022**, the value of the first column will be equivalent  
5520 to **48.95-53.00%** of 1/15 (6.67%) of one-half the value of the first step of  
5521 the first column in the Full-time Academic Salary Schedule, as reflected in  
5522 the following formula:  
5523  
5524 .4895-.53(.0667(column 1, step 1 of the Full-time Academic Salary  
5525 Schedule/2))  
5526  
5527 For **2018-2019-2022-2023**, the value of the first column will be equivalent  
5528 to **49.10-55.96%** of 1/15 (6.67%) of one-half the value of the first step of  
5529 the first column in the Full-time Academic Salary Schedule, as reflected in  
5530 the following formula:  
5531  
5532 .4910-.5596(.0667(column 1, step 1 of the Full-time Academic  
5533 Salary Schedule /2))  
5534  
5535 For **2020-2021-2023-2024**, the value of the first column will be equivalent  
5536 to **49.15-60.51%** of 1/15 (6.67%) of one-half the value of the first step of  
5537 the first column in the Full-time Academic Salary Schedule, as reflected in  
5538 the following formula:  
5539  
5540 .4915-.6051(.0667(column 1, step 1 of the Full-time Academic  
5541 Salary Schedule/2))  
5542  
5543 (3) Each succeeding column will increase by 4% of column 1 over the  
5544 previous column.  
5545  
5546 d. Part-time Non-classroom and Full-time Non-classroom Overload for Library,  
5547 Counseling, & Learning Disability Academic Salary Schedule (See Appendix A)

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

~~e. Part Time Non-Classroom Tutorial Academic Schedule (See Appendix A):~~

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- ~~(1) The Part time Non-classroom Tutorial Academic Salary Schedule shall consist of seven columns, with one step in each column.~~
  - ~~(2) The value of the first column will be equivalent to 48.6% of 1/15 (6.67%) of one half the value of the first step of the first column in the Full-time Academic Salary Schedule, as reflected in the following formula:~~

$$\underline{.486(.0667(\text{column 1, step 1 of the Full-time Academic Salary Schedule}/2))}$$
  - ~~(3) Each succeeding column will increase by 4% of column 1 over the previous column.~~
  - ~~(4) As required for CalSTRS reporting purposes, compensation will be reported to CalSTRS and paid by converting the LHE rate to an hourly rate as defined in the appropriate salary schedule.~~

5587 30.3. Salary Schedule Column Placement Criteria

5588  
5589 All degrees or units must be from accredited educational institutions.

- 5590  
5591 a. Column I Bachelor's Degree (or the minimum degree and/or experience as  
5592 required by the California Community College Chancellor's Office minimum  
5593 qualifications as published in the *Minimum Qualifications for Faculty and*

5594 *Administrators in California Community Colleges*) or equivalency as established  
5595 under [5-C.C.R. Title 5, §53410](#).

- 5596  
5597 b. Column II  
5598  
5599 (1) Master's Degree, or  
5600  
5601 (2) Bachelor's Degree plus 40 semester units, including Master's Degree.  
5602  
5603 c. Column III  
5604  
5605 (1) Master's Degree plus 20 semester units, or  
5606  
5607 (2) Bachelor's Degree plus 50 semester units, including Master's Degree.  
5608  
5609 d. Column IV  
5610  
5611 (1) Master's Degree plus 40 semester units, or  
5612  
5613 (2) Bachelor's Degree plus 70 semester units, including Master's Degree, or  
5614  
5615 (3) Permanent Vocational Credential received prior to establishment of the  
5616 Community College Credential and Bachelor's Degree.  
5617  
5618 e. Column V  
5619  
5620 (1) Earned Doctorate, or  
5621  
5622 (2) Master's Degree plus 60 semester units, or  
5623  
5624 (3) Bachelor's Degree plus 90 semester units, including Master's Degree, or  
5625  
5626 (4) Permanent Vocational Credential received prior to establishment of the  
5627 Community College Credential and Master's Degree.  
5628

5629 30.4. Previous Experience Credit for Initial Step Placement  
5630

- 5631 a. Instructional experience  
5632

5633 At the time of initial employment, new full-~~and part~~-time faculty members will  
5634 be given schedule placement credit for full- and or part-time instruction,  
5635 counseling, coaching, or librarian experience, whichever applies to the  
5636 assignment. The experiences may be at any accredited high school (grades 9-12),  
5637 college or university. Instructional experiences of the equivalent of 30 LHE will  
5638 equal one step on the salary schedule. Previous experience credit will be given as  
5639 follows:

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

6 years of experience – placement on step 2

7 years of experience – placement on step 3

8 or more years of experience – placement on step 4

b. Non-instructional occupational experience

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

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

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

30.5. Step and Column Movement

a. Step advancement

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

~~(3) At the beginning of the fourth (4th) year after a full-time faculty member has moved into the most highly compensated step in his or her current column, he or she will move into the longevity step.~~

b. Column Advancement

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

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- 5686 (2) For overload pay, full-time faculty members shall move one column on  
5687 the Full-Time Classroom Overload and Part-Time Non-Classroom  
5688 Tutorial Salary Schedule annually for each contractual year of service.  
5689  
5690 (3) Part-time faculty members shall move one column on the salary schedule  
5691 after having served the equivalent of thirty (30) LHE.  
5692  
5693 (4) After the date of hire, for the purpose of column advancement, nine (9)  
5694 semester units of lower division college level credit from an accredited  
5695 institution of higher education will be allowed for coursework that is  
5696 pertinent to the principal area of assignment and/or is for retraining or the  
5697 up-grading of skills. The coursework must be approved in advance by the  
5698 dean and Vice President.  
5699  
5700 (5) Coursework taken for column advancement outside the faculty member's  
5701 primary assignment must be approved by the Vice President prior to  
5702 enrolling in the course(s).  
5703  
5704 (6) A passing grade must be earned in all coursework accepted for salary  
5705 classification credit. A pass/fail course must be noted as pass and a  
5706 credit/non-credit course must be noted as credit in the transcript.  
5707  
5708 (7) Column advancement based on coursework or completion of a degree can  
5709 occur in Fall and Spring. Official verification of coursework taken and/or  
5710 degree conferred must be submitted to Human Resources by August 1st  
5711 for column advancement for the Fall semester and January 3rd for column  
5712 advancement for the Spring semester.  
5713

5714 30.6. Doctoral Stipends

5715 Full-time faculty members who hold an earned doctorate from an accredited institution  
5716 shall receive a stipend of 5.6% of the base salary as defined in section 30.2.a.2 as part of  
5717 his/her/their annual salary.  
5718

5719  
5720 30.7. State of California Part-time Parity Compensation Funds  
5721

5722 Parity compensation funds ("parity pay") received from the State of California in the  
5723 amount of \$572,456 have been added onto the salary schedule and are disbursed  
5724 through regular salary payments as determined by the appropriate salary schedule  
5725 included in Appendix A. Should the State of California parity compensation funds  
5726 exceed \$572,456, the District and Association agree to meet to determine what  
5727 amount, if any, will be distributed among to part-time faculty only (e.g., work  
5728 performed by part-time faculty during an academic year will be paid in the fall  
5729 semester of the following academic year). Conversely, should the State of California  
5730 parity compensation funds fall below \$572,456 one year, the District will combine  
5731 any excess of the \$572,456 received the following year with that amount, and will

5732 meet with the Association to determine if any additional funds are due to be  
5733 distributed to the part-time faculty.

5734  
5735 30.8. Increase in Compensation  
5736

5737 a. For the 2018-2019 2021-2022 academic year and the 2019 summer term, the  
5738 Full-time Academic Salary Schedule, the Part-time Non-Classroom and Full-  
5739 time Non-Classroom Overload for Library, Counseling, & Learning  
5740 Disabilities Academic Salary Schedule, and the Part-time Non-classroom  
5741 Tutorial Academic Salary Schedule will reflect an increase of 2.71.75% over  
5742 the schedule of the previous year. The Part-time Classroom Academic Salary  
5743 Schedule and will reflect an increase of 5.40% over the schedule of the  
5744 previous year. The Full-time Classroom Overload Academic Salary Schedule  
5745 will reflect an equivalent increase of 3.45% over the schedule of the previous  
5746 year.

5747  
5748 b. For the 2019-2020 2022-2023 academic year and the 2020 summer term, the  
5749 Full-time Academic Salary Schedule, the Part-time Non-Classroom and Full-  
5750 time Non-Classroom Overload for Library, Counseling, & Learning  
5751 Disabilities Academic Salary Schedule, and the Part-time Non-classroom  
5752 Tutorial Academic Salary Schedule will reflect an increase of 2.570.76% over  
5753 the schedule of the previous year. The Part-time Classroom Academic Salary  
5754 Schedule and will reflect an increase of 2.86% over the schedule of the  
5755 previous year. The Full-time Overload Academic Salary Schedule will reflect  
5756 an equivalent increase of 2.89% over the salary schedule of the previous  
5757 year.

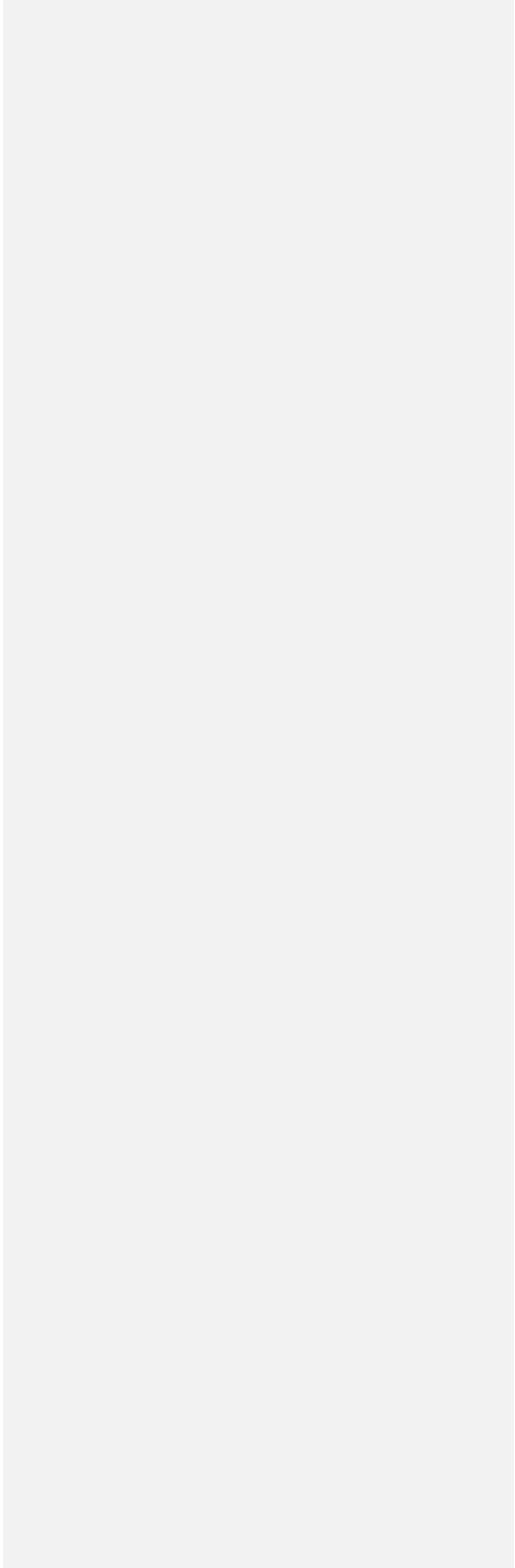
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5759 c. For the 2020-2021 2023-2024 academic year and the 2021 summer term, the  
5760 Full-time Academic Salary Schedule, the Part-time Non-Classroom and Full-  
5761 time Non-Classroom Overload for Library, Counseling, & Learning  
5762 Disabilities Academic Salary Schedule, and the Part-time Non-classroom  
5763 Tutorial Academic Salary Schedule will reflect an increase of 2.67.742% over  
5764 the salary schedule of the previous year. The Part-time Classroom Academic  
5765 Salary Schedule and will reflect an increase of 2.86% over the schedule of the  
5766 previous year. The Full-time Overload Academic Salary Schedule will reflect  
5767 an equivalent increase of 2.73% over the salary schedule of the previous  
5768 year.

5769  
5770 However, if the 2020-2021 state-funded COLA as reflected in the adopted  
5771 state budget exceeds 2.67%, the parties agree that Article XXX shall  
5772 automatically be reopened for further negotiations.

5773  
5774 30.9 All full-time faculty employed by the District on September 1, 2021 (in paid status),  
5775 will receive a one-time, off-schedule payment of \$4,000 in November 2021, less  
5776 applicable withholdings and deductions, to be disbursed on a different pay date

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**from the regular monthly salary. This one-time payment will not be added to the salary schedule and will not be included in base pay for CalSTRS calculations.**





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**ARTICLE ~~XXXI~~31  
RETIRED FACULTY ~~AND~~ BENEFITS**

(Per MOU dated 9.27.19)

31.1. Retirement Incentive Programs

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

31.2. Reduced Workload with Full Retirement Credit (~~Calif.~~ Educ. Code, §87483)

The Board of Trustees will permit full-time faculty members to reduce his/her/their workload from full-time to part-time and have his/her/their retirement benefits based upon full-time employment. ~~The Reduced Workload Program allows a full-time faculty member of CalSTRS to reduce his/her workload from a full-time to part-time duties and receive the service credit the Unit Member would have received if the Unit Member were employed on a full-time basis and have his/her retirement allowance as well as health benefits in the same manner as if employed on a full-time basis. An applicant for the optional reduced load program must submit an application for the optional reduced load program no later than February 1<sup>st</sup> for the following academic year. It is the intent of the parties that this program be carried out in compliance with Government Code Section 20815, Education Code Sections 22713, 87483, 89516, and any other applicable law.~~

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

1. The option of reduced load may be exercised upon mutual agreement of both the District and the faculty member. Once the option is exercised, it is not revocable, and the faculty member may not return to a full-load, full-time status, unless agreed to by the Board of Trustees.
2. To be eligible to start the optional reduced load program, the faculty member must be fifty-five (55) years of age before the beginning of the academic semester in which the reduction in workload starts.
3. The faculty member must have been employed full-time as an academic employee of the District for at least ten (10) years prior to the request for reduced load.
4. Except for the reduction in salary, corresponding to the reduced load, the District will provide the part-time faculty member the same benefits provided a regular full-time (100%) faculty member.
5. The District and the faculty member shall agree to make contributions to the STRS equal to the amount required of a full-time (100%) faculty

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member.

6. The minimum reduced load shall be the equivalent of one-half(½) of the number of days of service required by the faculty member's contract of employment during the final year of service as a full-time (100%) position.
7. A faculty member on the optional reduced load program shall work for the duration of the reduction, as mutually agreed by the faculty member and the District, at a minimum:
  - a. 100% of one semester and 0% of the other semester, or
  - b. 50% each semester, or
  - c. Any assignment that will average 50% or more for two (2) semesters of the academic year.

An applicant for the optional reduced load program must submit an application for the optional reduced load program no later than February 1<sup>st</sup> for the following academic year.

Effective January 1, 2018:

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

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

31.3. Consultant Contract Program for Retired Academic Employees

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

- 5916 (1) To be eligible to start the consultant contract program, the faculty member  
5917 must be at least fifty-five (55) years of age before the beginning of the  
5918 college year (July 1) in which the consultant contract starts.  
5919  
5920 (2) The faculty member must have been employed full-time (100%) or  
5921 equivalent as an academic employee of the District for at least ten (10)  
5922 years prior to the request to participate in the consultant contract program.  
5923  
5924 (3) The faculty member must have officially retired from the District prior to  
5925 July 1 of the fiscal year in which the consultant contract begins.  
5926  
5927 (4) The contract may be written for a period of up to five (5) years or until the  
5928 faculty member reaches the age of sixty-five (65), whichever comes first.  
5929  
5930 (5) The contract may be by mutual agreement for a specific annual project or  
5931 service for not less than thirty (30) working days per year.  
5932  
5933 (6) The annual consultant contract compensation shall not exceed the  
5934 maximum allowed under the Educ.ation Code for such services.  
5935 (7) Faculty members opting for this program shall continue full-time faculty  
5936 benefits, and receive improved benefits awarded all other full-time faculty  
5937 members, through the duration of the contract.  
5938  
5939 (8) An applicant for the consultant contract program must make application  
5940 for the program no later than February 1st to be eligible for the following  
5941 year.  
5942

5943 31.4. Health and Medical Benefits for Retirees  
5944

- 5945 a. To be eligible for health and medical benefits after retirement, the faculty member  
5946 shall concurrently retire from the District and STRS, and notify the District of  
5947 his/her/their retirement from STRS by providing proof acceptable to the District  
5948 of such retirement. If the retiree returns to active full-time service in a STRS  
5949 contracting district he/she/they shall notify the District and the applicable  
5950 insurance plan administrator of such action, at which time the benefits for both the  
5951 retiree and his/her/their dependents as described in this provision shall cease.  
5952  
5953 b. Present medical, vision, and dental benefits for those retirees who were employed  
5954 full-time by the District for ten (10) years immediately preceding the date of  
5955 retirement and who have reached the age of fifty-five (55), and who meet the  
5956 eligibility requirements described in section A above, and for the dependents of  
5957 eligible retirees, shall continue until the retiree reaches the age of Medicare  
5958 eligibility (in 2007, age 65).  
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5960 c. Medicare Eligibility and Continuation of Benefits  
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- (1) The District will provide supplemental medical coverage for the retired faculty member, provided the retiree has purchased Medicare A and B coverage.
  - (2) If the retiree has reached the age of Medicare eligibility but does not qualify for Medicare, benefits for the retiree will continue under the following circumstances:
    - (a) The purchase of such coverage is permitted by the health carrier; and
    - (b) The retiree pays the full cost of the medical insurance, including any penalty, fee or other cost imposed by the insurance carrier if the retiree has not purchased Medicare A and B coverage.
  - (3) If the retiree has reached the age of Medicare eligibility but a dependent has not reached such age, benefits for the dependent may continue under the following circumstances:
    - (a) The purchase of such coverage is permitted by the health carrier;
    - (b) The retiree has purchased Medicare A and B coverage, if eligible to purchase such coverage; and
    - (c) The retiree pays an amount equal to the cost of the full-time faculty member health benefit package, less the District's cost of the supplemental medical coverage for the retiree. For example, if the cost of the health benefit package for a full-time faculty member is \$1000 per month, and the District's cost for supplemental insurance for the retiree is \$600 per month, the cost to the retiree for continued dependent health benefits would be \$400 per month. If the retiree is not eligible for Medicare, the retiree shall also pay any penalty, fee or other cost imposed by the insurance carrier.
    - (d) In any given year, the increase will not be greater than 10% over the prior year cost for this coverage.
  - (4) If both the retiree and his/her/their dependent have reached the age of Medicare eligibility, the retiree may purchase for the dependent, through the District's health benefit providers, supplemental health coverage equivalent to that provided for the retiree so long as:
    - (a) Such purchase is permitted by the health carrier;
    - (b) The retiree and the dependent have purchased Medicare A and B coverage, if eligible to purchase such coverage; and

- 6008 (c) The retiree pays an amount equal to the District's cost for the  
6009 retiree's supplemental health coverage. If the retiree or dependent  
6010 is not eligible for Medicare, the retiree shall also pay any penalty,  
6011 fee or other cost imposed by the insurance carrier.  
6012
- 6013 (5) If the retiree is under the age of Medicare eligibility but the dependent has  
6014 reached such age, health benefits for the dependent will continue under the  
6015 following circumstances:  
6016
- 6017 (a) Such purchase is permitted by the health carrier;  
6018
- 6019 (b) The dependent has purchased Medicare A and B coverage, if  
6020 eligible to purchase such coverage; and  
6021
- 6022 (c) If the dependent is not eligible for Medicare or otherwise fails to  
6023 purchase Medicare A and B coverage, the retiree shall pay any  
6024 penalty, fee or other cost imposed by the insurance carrier.  
6025
- 6026 d. After the retiree reaches the age of Medicare eligibility, the retiree may purchase  
6027 vision and dental benefits, for both ~~himself or herself~~themselves and for  
6028 dependents, through the District's providers so long as:  
6029
- 6030 (1) Such purchase is permitted by the health carrier;  
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- 6032 (2) Benefits for retirees are grouped in a separate rate from the active/early  
6033 retirees' group; and the retiree pays the full cost of such benefits.  
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- 6035 e. Other coverage for the faculty member and coverage for the dependents is subject  
6036 to applicable state and federal laws providing for such coverage.  
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6038 31.5. Emeritus Faculty Privileges

6039 a. Eligibility

6040 Any full-time faculty member who retires from the District shall receive emeritus  
6041 status. However, if a faculty member retires while on an administrative leave, and  
6042 ~~he/she/they~~ desires emeritus status, the retiring faculty member must submit a  
6043 request for emeritus status to the District Office of Technology and Learning. The  
6044 Office of Technology and Learning will submit the matter to a special panel  
6045 composed of two members appointed by the Academic Senate and two members  
6046 appointed by the ~~c~~College ~~p~~President, and a fifth member to be determined by the  
6047 appointed panel members. The special panel will make a recommendation to the  
6048 Board of Trustees, which will determine whether to grant emeritus status to the  
6049 faculty member. If the Board should elect not to follow the panel's  
6050 recommendation, a written explanation of the Board's decision and its reasons  
6051 will be made to the members of the panel.  
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b. Privileges

- (1) Faculty members granted Emeritus status will be issued official college identification designating his/her/their status, and his/her/their names will be retained in the [cCollege](#) catalog.
- (2) Emeritus faculty will be granted lifetime event, library and faculty parking privileges, and upon request, lifetime email access.