

South Orange County Community College District



ACADEMIC EMPLOYEE
MASTER AGREEMENT
2021 - 2024

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**ARTICLE 1
AGREEMENT**

- 1.1. The Articles and Provisions contained herein constitute a bilateral and binding agreement (“Agreement”) by and between the South Orange County Community College District (“District”) and the South Orange County Community College District Faculty Association (“Association”), an affiliate of California Teacher Association (CTA) and the National Education Association (/NEA), employee organizations.
- 1.2. This Agreement is entered into pursuant to the Educational Employment Relations Act (EERA) [Chapter 10.7, Sections 3540-3549 of the Government Code].
- 1.3. This Agreement shall remain in full force and effect from July 1, 2021 until June 30, 2024.

ARTICLE 2
EFFECT OF AGREEMENT

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

**ARTICLE 3
SEVERABILITY**

3.1. Savings Clause

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

3.2. Replacement for Severed Provision

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

ARTICLE 4
DEFINITIONS

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

ACADEMIC/CONTRACT YEAR

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

ACADEMIC CALENDAR

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

ADMINISTRATION

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

AGREEMENT (MASTER)

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

ASSOCIATION

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

BASE SALARY

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

BOARD POLICY

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

CAREER EDUCATION (or “Career Ed”)

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

183 CCR
184 The California Code of Regulations.
185
186 CHANCELLOR
187 South Orange Community College District chancellor.
188
189 CLOCK HOUR
190 Sixty (60) minutes.
191
192 COLLEGE
193 The college (Irvine Valley College, Saddleback College) where a faculty member has a
194 primary assignment.
195
196 COLLEGE SERVICE
197 An activity and/or service that fulfills the faculty member's contracted service obligation
198 outside of the faculty member's load.
199
200 CONTACT HOUR
201 Fifty (50) clock minutes of a sixty (60) minute scheduled classroom activity.
202
203 CONTRACT YEAR
204 See Academic Year above.
205
206 COURSE OUTLINE OF RECORD
207 The Course Outline of Record (COR) is the state-approved curriculum that defines the
208 content and objectives, as well as provides examples of assignments, instructional
209 methodologies, and methods of evaluation.
210
211 DAY
212 A "day" is any day on which the District administrative offices are open for business.
213
214 DEAN
215 The administrator assigned to a specific division/school at a college.
216
217 DEPARTMENT CHAIR
218 A faculty member who, under the supervision of a dean, assists in the administration of
219 an academic department.
220
221 DISTRICT
222 The Governing Board (and its delegated administrators and managers) of the South
223 Orange County Community College District, which consists of Irvine Valley College,
224 Saddleback College, and their off-campus sites, including ATEP.
225
226 DUTY DAYS

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

231 EDUCATION CODE (EDUC. CODE)

232 The California Education Code.
233

234 EERA

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

238 EXTRA DUTY DAYS

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

243 FACULTY

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

248 FACULTY MEMBER

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

252 FACULTY OBLIGATION NUMBER (FON)

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

258 FULL-TIME

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

261 FULL-TIME FACULTY EQUIVALENT DAY

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

264 GRIEVANCE

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

268 GRIEVANT

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

272 IMMEDIATE FAMILY

Immediate family includes the following:

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

IMMEDIATE SUPERVISOR

The administrator who has immediate supervision of a faculty member.

INSTRUCTOR

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

LABORATORY (INSTRUCTIONAL ACTIVITY)

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

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

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

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

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

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

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

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

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

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

363 PERB

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

PRACTICUM (INSTRUCTIONAL ACTIVITY)

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

PRESIDENT

College president for each campus in the District.

PROBATIONARY FACULTY

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

PROFESSIONAL DEVELOPMENT OBLIGATIONS

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

REASSIGNED TIME

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

SALARY SCHEDULE

The appropriate schedule as set forth in Appendix A.

SOCCCD

South Orange County Community College District.

STRS

California State Teachers Retirement System

TENURE REVIEW COMMITTEE (TRC)

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

TENURED FACULTY

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

VICE CHANCELLOR

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

VICE PRESIDENT

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

WORKLOAD

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

WORKSITE

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

ARTICLE 5
RECOGNITION

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

ARTICLE 6
ASSOCIATION RIGHTS

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

xx. Hire date.

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

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

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

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

(California Government Code §3558)

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

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

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

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

specific instance where there is an urgent need critical to the District's operations that was not reasonably foreseeable.

- c. In the event the District conducts group orientations with new employees, the Association shall have one (1) hour for Association representative(s) to conduct the orientation session. Additional time may be allotted by mutual agreement.

ARTICLE 7
MANAGEMENT RIGHTS

Except as limited by the specific and express terms of the EERA and/or this Agreement, the Board hereby retains and reserves unto itself all rights, powers, authority, duties, and responsibilities conferred upon or vested in it by law. The parties agree that all customary and usual rights, powers, functions, and authority possessed by management are vested in the Administration, and the Administration shall continue to exercise such rights, powers, functions, and authority during the period of this Agreement.

ARTICLE 8
NEGOTIATION PROCEDURES

- 8.1. Beginning June 1 of the calendar year previous to the year in which this contract expires, either the District or the Association may notify the other in writing of its request to modify, amend, or terminate the agreement. Formal negotiations shall commence after public presentations of the initial bargaining proposals of the District and the Association in accordance with California Gov. Code §3547.
- 8.2. Either party may use the services of outside consultants to assist in the negotiations.
- 8.3. Negotiations shall take place at mutually agreed upon times and places.
- 8.4. Any tentative agreement reached between the parties shall be put in writing and signed by both parties. Ratification of the successor agreement, both by the District and Association, shall occur at a regularly scheduled meeting of these respective bodies or at a special meeting called within a reasonable period of time.
- 8.5. Upon request by the Association President, or their designee, the District shall provide documents necessary and reasonable for the Association to fulfill its role as the exclusive bargaining representative. All such documents shall be delivered to the Association in a timely manner.

**ARTICLE 9
UNIT STABILITY**

9.1. Placement of new positions

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

9.2. Alteration of existing positions

- a. Except as set forth below, no position or job title filled by a faculty member, or the duties and responsibilities delineated in the job announcement for which the faculty member was hired, shall be altered during the term of the agreement without mutual agreement between the District and the Association unless that position or job title has been permanently vacated. The job announcement under which a faculty member is hired shall be maintained in the personnel file.
- b. A faculty member's duties and responsibilities delineated in the job announcement for which the faculty member was hired may be modified by mutual agreement between the District and the Association while the faculty member is in 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. Vacancies shall be posted for a minimum of ten (10) days prior to being filled.
- b. Vacancies in full-time positions which occur during the term of this agreement will be filled by full-time faculty members to meet the base annual full-time faculty obligation number (FON).

ARTICLE 10
ORGANIZATIONAL SECURITY

- 10.1. The District and the Association recognize the right of employees to form, join, and participate in lawful activities of employee organizations and the equal alternative right of employees to refuse to form, join, and participate in employee organizations. Neither party shall exert pressure on or discriminate against an employee regarding such matters.
- 10.2. Membership
- a. Membership in the Association is not compulsory.
 - b. Except as provided elsewhere in this Agreement, any member of the bargaining unit may elect to become a member of the Association. Member status is elected by submitting to the Association a completed Membership Enrollment Form.
 - c. The interpretation, application, administration, and enforcement of this Article shall be in accordance with the requirements of the Government Code, Chapter 10.7 of Division 4, Title 1, 3540, as amended, and construed by the Public Employment Relations Board, federal, and state courts, and to the extent that it does not conflict with any federal or state laws.

ARTICLE 11
PROFESSIONAL DUES AND PAYROLL DEDUCTIONS

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

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

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ARTICLE 12
BOARD POLICIES

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

ARTICLE 13 (NEW)
COURSE CONTENT, COPYRIGHT MATERIALS, AND INTELLECTUAL PROPERTY RIGHTS

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

or inventions. Salary paid to a faculty member during an approved sabbatical will not be considered extraordinary support.

13.3. Copyright and Intellectual Property Ownership

a. Faculty Ownership

- (1) Faculty members will have ownership of any intellectual property, excluding works or inventions for hire, created in connection with and in support of teaching courses or other duties as employees of the District.
- (2) Notwithstanding relevant provisions of the Copyright Act (Title 17, United States Code) and the Patent Act (Title 35, United States Code), except as provided in 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 their mind, time, talent, and effort, including the right to all royalties from the distribution, lease, or sale thereof, and except as otherwise provided in this Article, the District waives any property right to any such intellectual property. The District will have no claim of ownership to intellectual property produced by a faculty member under a grant awarded exclusively to that faculty member without fiscal participation by the District. The District will have no claim of ownership to intellectual property produced by a faculty member during a sabbatical unless that intellectual property has been developed as a work or invention for hire.
- (3) No intellectual property will be a work or invention for hire unless the District has entered into a written agreement with the faculty member(s). In the absence of such an agreement, the intellectual property will be the property of the faculty member(s) who create(s) it. No faculty member will be involuntarily assigned to create a work or invention for hire.

b. District ownership

- (1) In the absence of a specific separate agreement between the faculty member(s) and the District as described in 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.
- (2) The District will own the copyright to any work, such as a course outline of record, District or college administrative policy, or District or college information brochure formally reviewed by the District or the colleges for the purpose of inclusion in its curriculum, administrative or promotional material, or Board of Trustees, District or college policy.

- 1094 (3) The college will have the right of “non-exclusive license” to course
1095 content for a period of one year after course completion only for the
1096 purpose of allowing students to complete a course for which the content
1097 was created and when the faculty member is no longer available to
1098 complete the course.
1099

1100 c. District and a Faculty Member Ownership
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- 1102 (1) In the absence of a specific separate agreement between a faculty member
1103 and the District as described in Section 15.10.c.(3).(b) below, in the event
1104 that the District has provided extraordinary support for the development of
1105 intellectual property (including for intellectual property created under a
1106 grant), and the publication, distribution, performance, sale or other use of
1107 that intellectual property as authorized by the faculty member and/or the
1108 District results in income, the faculty member(s) will retain the right to
1109 exclusive ownership of the intellectual property, but the District will have
1110 the right to recover reimbursement for costs not to exceed the amount of
1111 the extraordinary support provided for that project.
1112
- 1113 (2) One or more faculty members may enter into a separate agreement with
1114 the District for the creation of intellectual property, including intellectual
1115 property developed under a grant, requiring the use of extraordinary
1116 support from the District. Such agreements will be in writing, and will
1117 determine the respective ownership interest of the faculty member(s) and
1118 the District in that intellectual property.
1119
- 1120 (3) If the creation of intellectual property requires rights (e.g., re-publication
1121 rights) to be acquired from third parties, such rights shall be acquired and
1122 paid for by the party who is to hold the ownership rights for that
1123 intellectual property. In a circumstance in which ownership rights for
1124 intellectual property are shared between the District and a faculty member
1125 or members, the cost of acquired rights will be shared proportionally to the
1126 amount of shared ownership.
1127

1128 d. Faculty-District Affiliation
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- 1130 (1) Faculty members who engage in publication or public presentation using
1131 any kind of media of works or inventions that they have created as a work
1132 or invention for hire or with extraordinary support from the District shall
1133 identify their relationship with the college or District during their term of
1134 employment by the District.
1135
- 1136 (2) The faculty member may request of the District exemption from this
1137 requirement, and the District may agree to exempt the faculty member
1138 from identifying their affiliation with the District or the college.
1139

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

14.1. Right of Assignment

- a. The dean has the right to assign and/or approve each faculty member's workload.
- b. The dean and faculty member will mutually agree to office hours and the use of committee/college service hours. Office hours may be held online as mutually agreed upon between the dean and the faculty member. If mutual agreement is not reached, the appropriate vice president and the president of the Association or designee shall meet with the faculty member and the dean 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.
 - (c) Five (5) office hours per week during each week of the semester, including finals' week.
 - (d) An average of one (1) hour per week of college service.

- 1231 (2) Non-classroom Assignment (Librarians, Counselors, and Learning
1232 Disability Specialists):
1233
1234 (a) Thirty (30) hours per week, including finals week, of direct student
1235 contact, outreach, and program specific assignments.
1236
1237 (b) Five (5) office hours per week.
1238
1239 (c) An average of one (1) hour per week of college service.
1240
1241 (3) Reassignment:
1242
1243 (a) Faculty members who are on reassignment will perform two (2)
1244 hours per week, including finals week, of work related to the
1245 reassignment project for each LHE of reassigned time (as
1246 described in article 15.9.b(2)).
1247
1248 (b) In consultation with the supervising administrator, faculty with
1249 reassigned time may convert their office hours to reassigned work
1250 proportionate to the amount of load being reassigned (e.g., a
1251 faculty member with 60% reassigned time may reduce their office
1252 hours by three (3) hours per week and convert those hours to the
1253 same reassigned work to which they are assigned).
1254
1255 (c) College service obligation remains the same as a normal load.
1256
1257 b. Part-time faculty members are expected to fulfill the following:
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1259 (1) Classroom Assignment:
1260
1261 (a) Provide one hour per week for each LHE of assigned classroom or
1262 equivalent instruction.
1263
1264 (b) Provide one hour per week for each LHE of assigned classroom or
1265 equivalent instruction for grading, record keeping, and classroom
1266 preparation.
1267
1268 (c) Conduct an average of twenty (20) minutes of student consultation
1269 and appointments per week, including finals' week, for each
1270 assigned LHE of classroom or equivalent instruction. Such
1271 advisement may take place either in person, or through telephone
1272 or on-line (e.g., the approved District LMS or e-mail) consultation.
1273
1274 (2) Non-classroom Assignment:
1275

1276 Provide one hour per week, including finals week, of direct student
1277 contact, outreach, and program specific assignments, for each LHE of
1278 assigned advisement.
1279

1280 14.4. Professional Duties within the Hours of Service
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1282 a. Each faculty member shall:
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- 1284 (1) Comply with their individual workload assignments.
1285
- 1286 (2) Comply with the applicable Course Outline of Record(s) (COR) for their
1287 assignment(s).
1288
- 1289 (3) Participate in SLO assessment and, for full-time members, program
1290 review, college accreditation processes, and curriculum and program
1291 development, updates, and technical/program reviews, as appropriate.
1292
- 1293 (4) Make a syllabus accessible to students and upload to a District-approved
1294 repository.
1295
- 1296 (5) Respond to and evaluate student work regularly and consistently, inform
1297 students on a timely basis of their progress in the course throughout the
1298 term, and report final grades to Admissions, Records, and Enrollment
1299 Services by an announced deadline each term.
1300
- 1301 (6) Respond to student academic concerns, as appropriate, in a timely manner.
1302
- 1303 (7) Report all personal absences to the dean as required by District policy.
1304
- 1305 (8) Complete training once every two years in Title IX (20 U.S. Code §1681
1306 et seq.) / unlawful discrimination prevention, and any other training
1307 determined to be mandatory by agreement between the District and the
1308 Faculty Association, or by law. Part-time faculty members will receive
1309 compensation for training according to the appropriate stipend rate if
1310 required to attend.
1311
- 1312 (9) First-year probationary faculty members will attend college and District
1313 orientation meetings during the fall semester professional development
1314 week.
1315
- 1316 (10) Full-time faculty members shall attend commencement, or appropriate
1317 graduation ceremony, unless participating in a different coincidental
1318 District duty (e.g., a coach attending an athletic competition which
1319 coincides with the commencement ceremony). Full-time faculty who fail
1320 to attend commencement shall report their absence per District policy and
1321 will have one-half (1/2) day of appropriate leave deducted.

(11) Full-time faculty members shall complete their professional development obligations, calculated for full-time faculty members at 4.2 hours per professional development day (for example, if the approved academic calendar has nine (9) professional development days scheduled, the total obligation is 37.8 hours). These hours may be completed at any point during the contract year and must be entered into a District-designated repository by June 15.

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

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

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

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

ARTICLE 15
WORKLOAD

15.1. Workload – General Provisions

All faculty members covered by the Master Agreement are by definition instructional/teaching faculty, and their regular contracted duties and responsibilities are instructional and teaching in nature.

15.2. Instructional Activities

a. Categories of Instructional Activities for which LHE is Assigned

For the purposes of determining faculty loads, each instructional activity will be assigned to one of the following five categories as defined in Article 4.

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

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

b. Lecture, Laboratory, Practicum and Tutorial Assignments:

- (1) Full-time faculty members who instruct lecture, laboratory, practicum and tutorial courses will be assigned 30-32 LHE per academic year. The normal load for full-time faculty shall be thirty (30) LHE per year, normally assigned as fifteen (15) LHE per semester. If load is over 30 LHE, LHE in excess of 30, but not to exceed 32, will be paid from the appropriate academic salary schedule (see Appendix A). The final adjustment payment will be paid on the last working day of April to allow for adjustments from the fall and spring loads. LHE in excess of 30, but not exceeding 32, which are part of a faculty member's normal load will not be considered overload, and will not limit overload as allowed in this Agreement.
- (2) The normal number of separate course preparations for a full-time faculty member's load per semester shall not exceed three (3). In special

situations, with the agreement of the faculty member, a faculty member may teach more than three (3) separate preparations.

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

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

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

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

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

(5) Lecture Provisions:

(a) The dean will determine and approve section cancellations.

(b) The minimum section enrollment will be eighteen (18) for classes capped at 25 or below, or twenty-two (22) for a class capped above 25.

(c) The dean may authorize a section with less than the minimum enrollment for conditions such as academic and/or pedagogic rationale, safety, limited number of workstations, mandated program limits, academic sequential programs, program completion, and intercollegiate athletics.

(d) **Large Lecture Assignments:** Large lecture sections are those with an enrollment of more than 45 students. The following conditions apply:

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) **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.

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

- i. The dean will identify and/or approve all directed study sections.
- ii. Consent of the faculty member is required.

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

(g) **Productivity Incentive and Class Averaging:**

- i. Faculty members who have an average of forty-five (45) students per section, or a total of two-hundred twenty-five (225) students for the semester, shall be allowed to teach the total of 225 students in no fewer than four separate sections.
- ii. Faculty members who have an average of thirty (30) students per section or greater (150 students per semester), shall be allowed to teach one (1) section which does not meet the minimum enrollment as defined in Section 15.2.b.5.d.iii above, provided they still have 150 students.
- iii. A faculty member may not claim large lecture compensation (see Section 15.b.5.d above) for any section which is used for the determination of Productivity Incentive or Class Averaging as described above.

- c. **Non-Classroom Assignments:** Full-time faculty members who provide tutorial, library, counseling and learning disability services will be assigned 30 LHE per academic year. Load hours will focus on direct student contact, outreach, and

program specific assignments. The dean has the right to assign to and/or approve of each full-time faculty member’s load.

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

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

- (2) Lecture instruction (refer to Article 4 and Section 15.2. of this Article):

- (a) Counselors and Librarians may include a maximum of 6 LHE of classroom assignment per semester within their workload assignment.
- (b) Learning Disability Specialists’ assignments may vary.

- d. All Learning Center assignments will be exclusively tutorial.

15.3. Overload

- a. The dean will consider full-time faculty for overload assignments before part-time faculty members receive assignments.
- b. Overload assignments may not exceed ten (10) LHE per semester.
- c. Only full-time faculty members can work overload.
- d. Instructional assignments outside the traditional Fall and Spring semester do not constitute an overload assignment.
- e. Overload assignments will be calculated by the following ratios and compensated in accordance with the appropriate academic salary schedule:

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

1598		<u>Clock Hours</u>	<u>LHE</u>
1599			
1600	Tutorial Coordination	2	1
1601	Library	2	1
1602	Counseling	2	1
1603	Learning Disability	2	1

15.4. Part-Time Workload

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

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

(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;

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

the District from subsequently evaluating the part-time faculty member in accordance with Article 17.

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

(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 17.

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

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

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

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

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

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

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

i. maintain an overall rating of “Meets Standards” or better on evaluations conducted pursuant to Article 17 of this Agreement. If a faculty member does not receive a timely evaluation as specified in Section 17.3 of this Agreement, the evaluation that should have been completed will be considered as a “Meets Standards” evaluation if the offer of an assignment is made for the following semester.

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

a) In the event that a part-time faculty member with priority rehire eligibility receives an overall rating of “Partially Meets Standards” in an evaluation,

(i) the part-time faculty member will be given a performance improvement plan, including follow-up activities, dates of completion, and measurable outcomes to address those performance issues requiring correction;

(ii) the part-time faculty member will be evaluated by the dean during the next semester in which an assignment is offered, accepted, and fulfilled. If this evaluation yields an overall rating of “Partially Meets Standards” or “Unsatisfactory,” priority rehire eligibility is revoked.

b) In the event that a part-time faculty member with priority rehire eligibility receives an overall rating of “Unsatisfactory” in an evaluation, eligible status shall be revoked.

ii. Maintain regular employment. If a faculty member with priority rehire eligibility fails either to request an assignment as specified in Section 15.4.a.2.g below, or to accept an assignment as specified in Section 15.4.c. below,

for two (2) consecutive semesters, not including summer, except in cases of an approved leave of absence, priority rehire eligibility is revoked.

- 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 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 the previous four (4) semesters shall be entitled to a minimum assignment of three (3) LHE or three (3) weekly counseling/tutorial/library hours.
- iii. Part-time faculty members who have established priority rehire eligibility according to this article and who have completed an average of at least one (1) but fewer than three (3) LHE, or at least one (1) but fewer than three (3) weekly counseling/tutorial/library hours during the previous four (4) semesters shall be entitled to a minimum assignment of one (1) section or one (1) weekly counseling/tutorial/library hour.
- iv. Semesters that a part-time faculty member is on a Human Resources-approved leave shall not count in calculating the average LHE/semester.
- v. For a non-classroom assignment, an assignment will not be considered available if the number of hours scheduled for

assignable duties necessary to fulfill the assignment have already been assigned to a full-time faculty member or more senior part-time faculty member.

- vi. For a classroom assignment, a course will not be considered available if:
 - 1. all scheduled sections of that course have already been offered and accepted by a full-time faculty member as part of a load or overload;
 - 2. all scheduled sections of that course have already been offered and accepted by a more senior part-time faculty member as defined in Section 15.4.a.2.h below;
 - 3. no sections of that course are scheduled at times meeting the availability of the part-time faculty member listed in their assignment request as described in Section 15.4.a.2.g 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 course is not offered for that semester;
 - 6. all sections of the course have been cancelled for that semester.
- vii. Priority rehire eligibility does not guarantee an assignment, 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 course for which there is limited availability of sections, the faculty member with the higher priority rehire ranking as described above will

1872 receive the assignment in the absence of the conditions described
1873 under Section 15.4.a.2.f above.

- 1874
- 1875 (i) Courses requested for priority assignment at a college must be
1876 courses for which the part-time faculty member has demonstrated
1877 competency by having previously taught the same course within
1878 the school/division during the previous eight semesters.
- 1879
- 1880 (j) If the part-time faculty member who has established priority rehire
1881 rights does not receive an assigned load at least equal to the load to
1882 which the part-time faculty member is entitled under Section 15.4.
1883 a.2.f above, the dean will, upon request, provide a written response
1884 stating the reasons for the lack of assignment.
- 1885

1886 (3) All other part-time faculty will be considered for assignment.

- 1887
- 1888 b. The formal offer of a part-time assignment must be made in writing.
- 1889
- 1890 c. Once a formal offer of an assignment has been made, the part-time faculty
1891 member will have five (5) days to accept or decline in writing part or all of the
1892 assignment. Failure to accept an assignment within five (5) days of the date of the
1893 formal offer may result in the loss of priority rehire eligibility rights for that
1894 semester.
- 1895
- 1896 d. The dean may cancel the assignment of any part-time faculty member to provide a
1897 full load (15 LHE) assignment to a full-time faculty member.
- 1898
- 1899 e. Once an assignment has been offered to and accepted by the part-time faculty
1900 member, the dean may not cancel the assignment of any part-time faculty member
1901 for the purpose of providing a full-time faculty member with overload.
- 1902
- 1903 f. A maximum assignment within the District for part-time faculty will be no more
1904 than sixty-seven percent (67%) of a full-time faculty load or twenty (20)
1905 equivalent LHE per academic year and no more than eighty percent (80%) of a
1906 full-time faculty load or twelve (12) equivalent LHE in any given semester, so
1907 long as the annual load is no more than sixty-seven percent (67%) or twenty (20)
1908 LHE. (Educ. Code §87482.5)
- 1909
- 1910 Any part-time faculty member employed for more than seventy-five percent
1911 (75%) of a full-time load, or eleven and one-quarter (11.25) LHE, during a given
1912 semester will be entitled to full-time faculty benefits and paid for that semester
1913 according to the Full-time Academic Salary Schedule (Appendix A).
- 1914
- 1915 g. Part-time faculty members may provide service in professional ancillary activities
1916 and be compensated for such services which will not impact their status as a
1917 temporary employee. (Educ. Code §87482.5)

h. Part-time faculty will be paid for the first week of an assignment when a section is canceled less than one week before the section is scheduled to begin. If a section meets more than once per week, part-time faculty should be paid for all section meetings that were scheduled for that week. (Educ. Code, §87482.8(b))

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

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

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

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

15.5. Cooperative Work Experience

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

a. The following conditions apply to all faculty members:

- (1) Mutual consent of the faculty member and the dean is required.
- (2) Enrollments and the combination of sections will be monitored and determined by the dean on Census Day for assignment of workload.
- (3) Faculty members assigned CWE courses are responsible for in-person consultation (at the job site) with the employer or designated representative(s) to discuss students' educational growth on the job at least once per semester unless:
 - (a) they have been at the worksite previously;
 - (b) the student is repeating the course at the employer's worksite;

- 1964 (c) the worksite has been the site of numerous previous assignments
1965 by other students at the college;
1966
1967 (d) the worksite location is greater than fifteen (15) miles from the
1968 college;
1969
1970 (e) the faculty member and student are on different work schedules;
1971
1972 (f) the faculty member and student are working in a virtual office; or
1973
1974 (g) in case of emergency or security of the instructor/student.
1975

1976 Under one of these circumstances, the faculty member may use alternative
1977 means to consult, such as the telephone, teleconference, partner with
1978 instructors from other colleges or e-mail/internet.
1979

- 1980 (4) The faculty member must maintain and submit all appropriate
1981 documentation according to CCR, Title 5 §55256.
1982
1983 (5) Compensation for CWE instruction is .18 LHE as listed in the appropriate
1984 academic salary schedule (Appendix A) per student per term.
1985 Compensation will be made upon submission of all appropriate
1986 documentation, assignment obligations, grades and required
1987 documentation to the dean. Documentation must be submitted by the
1988 grading deadline.
1989

1990 b. The following conditions apply to full-time faculty members only:
1991

- 1992 (1) CWE may only be taught as an overload assignment; it may not be
1993 considered as part of a full-time faculty member's regular workload.
1994
1995 (2) Summer assignments will be limited to one (1) CWE class, consisting of
1996 one or more sections. Compensation for CWE instruction is .18 LHE as
1997 listed in the appropriate academic salary schedule (Appendix A) per
1998 student per term.
1999

2000 15.6. Instructional Assignments Outside of the Traditional Fall and Spring Semesters 2001

2002 Faculty members may accept assignments during instructional terms offered outside of
2003 the traditional spring and fall semesters, for instance, during the summer or during a
2004 winter intersession between traditional fall and spring semesters. For the purposes of this
2005 article, an instructional term is defined as a specific period during which a specific class
2006 meets, follows an approved Course Outline of Record (COR), and a final grade is
2007 assigned. Multiple instructional terms of differing lengths may be offered during a
2008 specific period outside of the traditional spring and fall semesters; for instance, there may

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

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

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

15.7. Extra Duty Days

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

<u>Assignment(s)</u>	<u>Extra FTE Days</u>
Articulation Officer	17 days (to be assigned as necessary)
Baseball Coach	20 days
Basketball Coach	20 days

2055	Badminton Coach	16 days
2056	Choral (vocal) Music	9 days
2057	Counselor	17 days (10 days scheduled
2058		immediately prior to the start of the
2059		fall academic calendar, and the
2060		equivalent of 7 days, to be mutually
2061		agreed upon by the faculty member
2062		and the dean.)
2063	Cross Country Coach	16 days
2064	Dance	9 days
2065	Fast Pitch Softball Coach	20 days
2066	Football Coach	20 days
2067	Golf Coach	16 days
2068	Instrumental Music	16 days
2069	Learning Disability Specialist	17 days (10 days scheduled
2070		immediately prior to the start of the
2071		fall academic calendar, and the
2072		equivalent of 7 days, to be mutually
2073		agreed upon by the faculty member
2074		and the dean.)
2075	Nursing	4 days (when necessary to work
2076		outside the 178 day calendar)
2077	Pep Squad Advisor	9 days
2078	Beach Volleyball Coach	16 days
2079	Soccer Coach	20 days
2080	Swimming Coach	20 days
2081	Tennis Coach	16 days
2082	Track Coach	20 days
2083	Volleyball Coach	16 days
2084	Water Polo Coach	16 days

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

- b. The following provisions will apply to all full-time assigned Extra Duty Days:
- (1) During the Extra Duty Days, faculty members shall perform regular and normal instructional activities. Specific activities for this additional time will be mutually agreed upon in advance by faculty members and their dean.
 - (2) If a full-time faculty member is not available to accept an extra-duty day assignment, a part-time faculty member may be employed in that capacity.

2101 The part-time faculty member will receive a stipend equivalent to the pro-
2102 rated compensation for those duty days as determined by the part-time
2103 faculty member's appropriate placement on the Academic Salary
2104 Schedule.

2105
2106 (3) Extra Duty Days can be used within or outside of the 178-day contract
2107 year.

2108
2109 (4) Activities performed as part of an Extra Duty Day assignment may not
2110 coincide with the faculty member's regular contractual load assignments,
2111 scheduled overload, summer assignments, stipend assignments or
2112 reassigned time.

2113
2114 (5) All faculty members assigned Extra Duty Days will have their salaries
2115 adjusted to reflect the additional time. Such adjustments will be made on a
2116 per diem basis, and the total amount of base salary plus adjustments
2117 constitutes the contracted salary for that individual.

2118
2119 15.8. Unpaid Work Exchange:

- 2120
2121 a. Faculty members shall request an exchange in writing.
2122
2123 b. The request must have written approval of both parties and the dean.
2124
2125 c. The exchange is on an hour-for-hour basis and will be completed before the end
2126 of the following semester.
2127
2128 d. A faculty member may participate in no more than four (4) unpaid exchanges for
2129 any one section during any academic year.
2130
2131 e. Unpaid faculty exchanges will not affect regular compensation or leaves as
2132 described in Article 24, Leaves.

2133
2134 15.9. Compensated Duties Beyond Instructional Assignments

2135
2136 a. Faculty members may accept additional duties and responsibilities in a specific
2137 activity including but not limited to chairing or coordinating.

2138
2139 b. Forms of Compensation for Duties beyond Instructional Assignments

2140
2141 (1) Stipend: When a faculty member accepts a stipend assignment the
2142 following conditions apply:

2143
2144 (a) The dean will assign and approve all stipends in their area.
2145

- (b) All stipends will be in addition to the faculty member's workload assignment.
- (c) Faculty members must sign a stipend contract which will include stated outcomes such as expectations, objectives and dates of completion of the assignment, and which will require the faculty member to verify completion and/or satisfaction of the assignment to the designated administrator for that assignment.
- (d) Compensation for stipends shall be calculated at one-half of the highest hourly rate on the Full-Time Classroom Overload Academic Salary Schedule. (Appendix A).
- (2) Reassigned Time: Reassigned time is intended for those faculty members performing duties which require additional time, and a corresponding reduction in the amount of time assigned to normal contractual duties. The following conditions apply:
- (a) Reassigned time may be recommended by the appropriate administrator.
- (b) Consent of the faculty member is required, except in cases where a faculty member is unable to make load.
- (c) Faculty members must sign a reassigned time contract which will include stated outcomes such as expectations, objectives and dates of completion of the assignment. The faculty member will be required to provide evidence of completion and/or satisfaction of the assignment to the appropriate administrator.
- (d) Faculty members receiving reassigned time will be eligible for additional workload assignments.
- (e) The appropriate 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.
- (f) The reassigned time allocated to the bargaining unit as described in Section 6.7, may not be converted to a stipend.

c. Department Chair Compensation

- (1) Chair duties will be compensated by stipend or reassignment or a combination thereof. Chairs with reassignment may accept overload and large lecture compensation, as determined by the dean.
- (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
Tier 5	400+	200+	80+	800+	2.5
Tier 4	300-399	150-199	60-79	600-799	2
Tier 3	200-299	100-149	40-59	400-599	1.5
Tier 2	100-199	50-99	20-39	200-399	1
Tier 1	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 department's courses, including program and curriculum development and review, SLO development and evaluation, and administrative duties such as participation in meetings;

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

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

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

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

(4) Summer Department Chair Compensation

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

	ptWFCH	Sections	LHE
Tier 5	400+	200+	2
Tier 4	300-399	150-199	1.6
Tier 3	200-299	100-149	1.2
Tier 2	100-199	50-99	0.8
Tier 1	1-99	1-49	0.4

(5) Supplemental Duty Compensation

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

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

d. Coordinator Compensation

2265 Certain specific faculty positions are designated as “Coordinator” positions (for
2266 example, EOPS coordinator). Those specific positions may receive up to 100%
2267 reassignment as required by the coordinated program, as determined by the
2268 appropriate Vice President.
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ARTICLE 16
PART-TIME FACULTY

16.1. General Provisions

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

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

16.3. Workload (see Article 15)

16.4. Evaluations (see Article 17)

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

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

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

c. 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 member 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 their most recent evaluation.

(4) The candidate will be informed that they did not make the cut score and will be offered an interview. The faculty member can elect to continue with the interview process or have their name removed from the interview list.

(5) Automatic interviews will be determined after the cut scores are determined and will be added to the list of interviewees that emerge from

2357 the paper screening process so as not to create an equity barrier in the
2358 recruitment process.
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2360 16.6. Benefits (Article 27)

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2362 16.7. Wages (Article 30)

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**ARTICLE 17
EVALUATIONS**

Probationary, Tenured and Part-Time

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

Purpose

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

17.1. Probationary Faculty Evaluations

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

a. Probationary Period

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

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

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

(2) Step Two – Second Contract (one year)

If a probationary faculty member is not notified of the Board's decision not to issue a contract for the following academic year on or before March 15 of their first year, they are issued a second one-year contract (§§87608 and 87610(a)).

(3) Step Three – Third Contract (two years)

If a probationary faculty member is not notified of the Board's decision not to issue a contract for the following academic year on or before March 15 of the second year, they are issued a third, two-year contract (§§87608.5 and 87610(a)).

(4) Step Four – Granting Tenure

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

b. Tenure Review Committee (TRC)

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

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

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

The TRC will be comprised of the following four persons:

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

- 2495 (2) Two (2) tenured faculty members from the department and/or
2496 division/school, or related department and/or division/school, who will
2497 serve as participating members. The appointment of these faculty
2498 members will follow consultation and consensus between the dean and the
2499 department chair(s).
2500
- 2501 (3) In addition, the probationary faculty member will be responsible for
2502 selecting a full-time faculty member to serve as a mentor, who will be an
2503 advisory member of the TRC. The purpose of the mentor is to serve as an
2504 advisor to support and assist the probationary faculty member. The mentor
2505 will attend all TRC meetings where the probationary faculty member is
2506 present, but will not contribute to the writing or creation of the evaluation
2507 report. The mentor is not required to do an observation, but may at the
2508 request of the probationary faculty member. The mentor should be a
2509 faculty member who is familiar with the tenure review process and
2510 evaluation procedures as contained in the Academic Employee Master
2511 Agreement and with department and division/school policies and
2512 procedures. Probationary faculty members may replace their faculty
2513 mentor at their discretion.
2514
- 2515 (4) The appointed members of the TRC shall remain the same throughout the
2516 entire tenure review process except in extenuating circumstances. If a
2517 participating faculty member of the TRC becomes unavailable or unable to
2518 continue, or if a conflict of interest is identified as agreed to by the
2519 Association and the District, the dean shall appoint a replacement faculty
2520 member in consultation and consensus with the department chair(s) or the
2521 Academic Senate if the conflict is with the department chair or there is no
2522 department chair.
2523

2524 c. Probationary Faculty Evaluation Components
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- 2526 (1) Self-Evaluation
2527
- 2528 (a) It is essential that each probationary faculty member take full
2529 responsibility for the appropriate portions of their tenure review
2530 process.
2531
- 2532 (b) The probationary faculty member will submit to the TRC a
2533 portfolio including a report of college, District or committee
2534 service; accomplishments (such as publications, exhibitions or
2535 performances); awards and achievements; appropriate class
2536 materials such as sample syllabi and assignments; goals and
2537 objectives for the next evaluation cycle; mentoring opportunities;
2538 and other pertinent documents.
2539
- 2540 (2) Instructional Activity Observations

The TRC will conduct scheduled classroom/worksite/electronic visitation(s) as needed and submit written comments to the dean.

(a) The probationary faculty member and the TRC will mutually agree on the course(s) or equivalent in which the scheduled observation(s) will take place, so that the faculty member may be observed under optimum conditions for displaying their abilities.

(b) Each evaluation shall include at least one (1) observation, lasting at least fifty (50) minutes. For on-line classes, the probationary faculty member will present the course to the member(s) of the TRC during an observation lasting at least fifty (50) minutes.

(3) Student Evaluations

(a) Student evaluations will be conducted in each class during the fall and spring semesters, throughout the probationary period. The objective will be to determine the student response to areas such as the fulfillment of the stated and distributed course objectives, effective communication, and respect for students' rights and needs.

(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 each fall and spring semester throughout the probationary period.

(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.

(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;

- 2586 iii. items relevant to the instructional duties assigned to the
2587 probationary faculty member, including adherence to Board
2588 Policy and college processes and deadlines;
2589
2590 iv. a review of activities which are outside of the instructional
2591 duties, including those defined within Board Policy and the
2592 appropriate job posting;
2593
2594 v. information regarding participation in curriculum
2595 development and review, and in development and
2596 assessment of student learning outcomes. Any information
2597 included in the probationary faculty member's evaluation
2598 regarding participation in curriculum or student learning
2599 outcome processes must be verified and documented.

2600
2601 (b) Faculty members shall not be held accountable for any aspect of
2602 the educational program over which they have no authority.
2603

2604 (c) Evaluations are to be based on the materials described in this
2605 article. Hearsay statements, rumors or information from
2606 anonymous sources, other than student evaluations, shall be
2607 excluded from written evaluations. The TRC may include in the
2608 written evaluation information which has been documented
2609 through a completed investigation subsequent to a complaint, the
2610 findings of which investigation have been delivered to the faculty
2611 member under evaluation prior to the inclusion of this information
2612 in the evaluation report.
2613

2614 (5) Follow-up Procedures
2615

2616 (a) If the faculty member's performance receives an overall rating
2617 below "Meets Standards," the TRC will develop a performance
2618 improvement plan, including follow-up activities, dates of
2619 completion, and measurable outcomes to address those
2620 performance issues requiring correction. A performance
2621 improvement plan may be developed by the TRC for a rating
2622 below "Meets Standards" in any individual category. A
2623 performance improvement plan shall not be required for
2624 probationary faculty members who have been notified that they
2625 will not be recommended for further employment with the District.
2626

2627 (b) The TRC, including the mentor, will meet with the probationary
2628 faculty member to discuss the summary report.
2629

(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 vice president will:

- i. review recommendation(s),
- ii. forward recommendation(s), including their recommendations based upon their direct observation, to the president.

(b) The president will:

- i. review recommendation(s),
- ii. forward recommendation(s), including their recommendations based upon their direct observation, to the Chancellor.

(c) The Chancellor will:

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

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 their first contract year.

- (b) The TRC meets with the new faculty member (and throughout the four-year process as appropriate).
- (c) TRC membership is reported by the dean to the appropriate vice president for each new faculty member by September 15.
- (d) The TRC meets with the faculty to discuss the process, format, objectives, timelines, and expectations.
- (e) The probationary faculty portfolio shall be submitted to the TRC by October 15.
- (f) Student evaluations are to be initiated prior to 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 vice president and the president no later than December 20.
- (k) Letter of non-renewal or one (1) year renewal will be sent no later than March 15. If a probationary faculty member is not notified of the Board's decision not to issue a contract for the following academic year on or before March 15 of their first contract year, they 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.

2722 (b) Second semester: A letter of non-renewal or two (2) years renewal
2723 will be sent no later than March 15. If a probationary faculty
2724 member is not notified of the Board's decision not to issue a
2725 contract for the following academic year on or before March 15 of
2726 their second contract year, they will be issued a third, two-year
2727 contract.

2728
2729 (3) Third Contract Year

2730 Follow the same timeline and process as the first contract year.
2731

2732
2733 (4) Fourth Contract Year

2734
2735 (a) Follow the same timeline and process as the first contract year.
2736

2737 (b) Second semester: a letter of tenure or non-renewal will be sent no
2738 later than March 15. If no notice is received on or before March 15
2739 of the fourth year, the faculty member will return in the fall of the
2740 subsequent academic year as a regular tenured employee.

2741
2742 e. Violations of the Evaluation Process

2743
2744 Allegations that the District has not complied with the evaluation procedures shall
2745 be processed through the grievance procedure in this Agreement. While violations
2746 of these evaluation procedures may be subject to the grievance procedure, a non-
2747 substantive error in the evaluation shall not be grievable. The parties recognize
2748 that there are many deadlines and procedural requirements in the process and that
2749 peers are involved. While the parties expect the process to be followed as written,
2750 they recognize that a non-substantive procedural error could occur but may not
2751 require a change in the result. A "substantive error" is one which, if not made,
2752 would have changed the result.

2753
2754 17.2. Tenured Faculty Evaluation

2755
2756 The tenured faculty evaluation process is designed to improve the teaching and learning
2757 process and delivery of student services, to provide a basis for professional growth and
2758 development, and to comply with California State Community College laws and
2759 regulations.

2760
2761 a. Tenured Faculty Evaluation Process

2762
2763 (1) Self-Evaluation

2764
2765 The faculty member will submit to the dean a portfolio including a report
2766 of college, District or committee service; accomplishments (such as
2767 publications, shows or performances); awards and achievements;

appropriate class materials such as sample syllabi and assignments; and other pertinent documents.

(2) Instructional Activity Observation

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

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

(3) Student Evaluations

- (a) Student evaluations will be conducted in all classes during the semester in which a formal evaluation is performed.

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 1st 8-week classes and by December 1 and May 1 for late start and 2nd 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 evaluatee, following the due dates for grades. The selected faculty member shall review the student evaluations and sign a verification indicating that they have reviewed and discussed the student evaluations with the member being evaluated. The signed verification shall be submitted by the evaluatee to their dean.

- (d) Student evaluations are the property of the faculty member and will be returned to them at the end of the semester. The information contained in student evaluations will not be retained by the college or the District, 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 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 they have no authority.

- (c) Evaluations are to be based on the materials described in this article.

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

- (5) A faculty member may also elect to have a second evaluation by a tenured faculty member of their choice. This second evaluation is intended for improvement of faculty members and it may become a part of the personnel file only at the request of the faculty member being evaluated.

b. Follow-up Procedures

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

c. Evaluation Timelines

- (1) The dean will initiate the tenured faculty evaluation process every three (3) years.
- (2) The evaluation process must be completed within one year of its initiation, or the process must begin anew.

d. Violations of the Evaluation Process

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

17.3. Part-Time Faculty Evaluations

The part-time faculty evaluation process is designed to improve the teaching and learning process and delivery of student services, and to provide the part-time faculty member a basis for professional growth and development.

a. Part-time Faculty Evaluation Process

(1) Self-Evaluation

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

(2) Instructional Activity Observation

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

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

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

(3) Student Evaluations

(a) Each part-time faculty member shall have student evaluations conducted in all classes taught during the semester in which a formal evaluation is performed. 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 1st 8-week classes and by December 1 and May 1 for late start and 2nd 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 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 they have reviewed and discussed the student evaluations with the member being evaluated. The signed verification shall be submitted by the evaluatee to their dean.
- (d) 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. The information contained in student evaluations will not be retained by the college or the District, and will 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.
- (b) Part-time faculty members shall not be held accountable for any aspect of the educational program over which they have no authority.
- (c) Evaluations are to be based on the materials described in this article.

2993 Hearsay statements, rumors or information from anonymous
2994 sources shall be excluded from written evaluations. The evaluator
2995 may include in the written evaluation information which has been
2996 documented through a completed investigation subsequent to a
2997 complaint, the findings of which investigation have been delivered
2998 to the faculty member under evaluation prior to the inclusion of
2999 this information in the evaluation report.

3000
3001 (d) Observation of a part-time faculty member may be completed by a
3002 full-time faculty member as the designee of the vice president or
3003 the dean, under the following circumstances:

- 3004
- 3005 i. The full-time faculty member is tenured,
 - 3006
 - 3007 ii. The full-time faculty member is in good standing with an
3008 evaluation of “Meets Standards” or better on their most
3009 recent evaluation,
 - 3010
 - 3011 iii. The full-time faculty member is approved by the
3012 appropriate dean,
 - 3013
 - 3014 iv. Department chairs will have the first right of refusal for all
3015 observations of part-time faculty members in their areas,
 - 3016
 - 3017 v. In the event that the faculty observer determines that an
3018 observation is likely to result in the observed part-time
3019 faculty member receiving an overall rating below “Meets
3020 Standards,” the evaluation process will revert to the dean,
3021 who will conduct a new observation in order to complete
3022 the evaluation. In order to initiate the transfer of the
3023 evaluation to the dean, the faculty observer shall complete
3024 the Transfer of Evaluation Form (Appendix C).
 - 3025

3026 b. For those part-time faculty members with priority rehire eligibility as described in
3027 Article 15, evaluation procedures in relation to continued priority rehire eligibility
3028 status will be as described in Article 15.

3029
3030 c. Evaluation Timelines

- 3031
- 3032 (1) Each part-time faculty member shall be evaluated during the first semester
3033 of their first assignment at that college.
 - 3034
 - 3035 (2) Subsequent reviews will be every sixth semester during which an
3036 instructional assignment is held, and no fewer than one in every four
3037 years. Out-of-sequence evaluations may also occur as needed if approved

3038 by the vice chancellor of Human Resources in consultation with the
3039 Association.
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ARTICLE 18
PERSONNEL FILES

18.1. General Provisions

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

18.2. Access to Files and Release of Personnel Information

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

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

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

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

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

18.3. Placement of Material in Personnel Files

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

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

3129 shall limit the right of a faculty member to grieve disciplinary actions, including
3130 but not limited to documents which are punitive or disciplinary in nature.
3131

- 3132 c. A faculty member shall have the right to place in the file such material, within
3133 reason, as they determine may be directly related to their position as a faculty
3134 member.
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ARTICLE 19
TRANSFERS

19.1. General Provisions

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

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

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

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

- a. A faculty member may be involuntarily laterally transferred provided (1) minimum qualifications as defined Title 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 20
TRAVEL

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

ARTICLE 21
HEALTH AND SAFETY

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

member for reporting unsafe or unhealthy conditions and/or taking reasonable emergency actions.

21.7. Each faculty member shall adhere to the District's safety rules and policies for the well-being of the students and faculty members of the District, and shall attend all scheduled District safety training sessions which are related to their assignments, or as determined to be mandatory by agreement between the District and the Association, or required by law or regulation.

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

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

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

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

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

21.10. In extended emergency situations, the District, in consultation with the Association, will establish safety protocols related to the return to work.

21.11. The District will establish a permanent District-wide Health and Safety Committee with proportional representation from district administration, college administration, and all bargaining groups.

ARTICLE 22
LAY-OFF PROCEDURES

- 22.1. Should the District institute a layoff of full-time faculty, the statutory guarantees contained in the California Educ. Code as applicable to Community College Districts are incorporated into this Agreement and shall apply.
- 22.2. All faculty in the South Orange County Community College District are in one Faculty Service Area (FSA).

ARTICLE 23
DISCIPLINE PROCEDURES

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

ARTICLE 24
FEDERAL AND STATE STATUTES REGARDING HARASSMENT AND
DISCRIMINATION

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

ARTICLE 25
GRIEVANCE PROCEDURES

25.1. General Provisions

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

- a. The purpose of this procedure is to secure, at the lowest possible level, an equitable resolution of a grievance. Both parties agree that these proceedings will be kept as informal and confidential as appropriate at any level of the procedure.
- b. Actions to challenge or change the policies of the District as set forth in law, policies, rules and regulations and procedures not contained within this Agreement, and/or actions for which another process is provided by law (e. g., discrimination) must be undertaken under separate processes.
- c. If a decision regarding the granting of tenure is disputed, the grievance procedure will be used.
- d. Nothing contained herein will be construed as limiting the right of any faculty member having a grievance to discuss the matter informally with the appropriate member of the administration, and to have the grievance adjusted without intervention by the Association, provided that the adjustment is consistent with the terms of this Agreement and that the Association has been given an opportunity to review the grievance, the proposed resolution, and state its view.
- e. Prior to filing a grievance at Level I below, grievants are required to discuss the potential grievance with their dean or appropriate supervisor, either directly or through the Association's grievance representative or designee, with intent to resolve the grievance informally.

If the grievant is not satisfied with the disposition of the potential alleged grievance at the informal level, the grievant may file a formal grievance in accordance with the provisions of Section 25.4.a. of this article.
- f. The grievant may be represented by an Association representative at all levels of the grievance procedure under Section 25.4. below. Should the Association waive its rights to be present and/or state its view at any one stage of the procedure, the Association shall retain the right to do so at any or all subsequent stages of the grievance procedure.
- g. If a grievance arises from action or inaction by the District administration, the aggrieved person shall submit such grievance directly to the Association and the

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

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

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

25.2. Scheduling of grievance meetings

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

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

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

25.3. Time Limits

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

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

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

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

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

25.4. Grievance Procedure

a. Level I – Immediate Supervisor

- (1) The grievant shall present their grievance in writing to the appropriate Association grievance chair and the immediate supervisor on the District Grievance Form (Appendix D) within 180 calendar days after the grievant could have known or reasonably known of the alleged violation of the contract. The grievance shall contain a clear and concise statement of the grievance, the circumstances involved, including any supporting evidence, the specific sections of this Agreement alleged to have been violated, the affected employee(s) and the specific remedy sought.
- (2) Within ten (10) days of receiving the grievance the immediate supervisor may request a formal conference to discuss the grievance. The immediate supervisor shall render a decision to the grievant in writing within ten (10) days of receiving the grievance, or of the date that the grievance conference was held, whichever is later.

b. Level II – President or Designee

- (1) In the event the grievant is not satisfied with the decision, if provided, at Level I, the decision may be appealed on the grievance form to the president, within ten (10) days of receiving the Level I decision, or when it should have been received.
- (2) In order to be processed or considered, the appeal shall include copies of the original grievance and decision, if rendered, and the reason for the appeal.
- (3) The president, or designee, shall hold a conference with the grievant upon request of either party. The president, or designee, shall communicate the decision about the grievance to the grievant in writing on the grievance

3633 form within ten (10) days of receiving the appeal and forward a copy of
3634 the response to Faculty Association.

- 3635
3636 (4) The president's designee shall not be any person who has previously ruled
3637 on the grievance at any of the previous levels.
3638

3639 c. Level III – Chancellor or Designee
3640

- 3641 (1) If the grievant is not satisfied with the decision at Level II, the grievant
3642 may appeal the decision to the Chancellor, or designee, on the grievance
3643 form within ten (10) days of receipt of the decision at Level II, or of when
3644 the decision should have been received.
3645
3646 (2) The appeal shall include a copy of the original grievance and appeals with
3647 decision rendered, and reasons for the appeal.
3648
3649 (3) The Chancellor, or designee, shall hold a conference with the grievant
3650 upon request of either party. The Chancellor, or designee, shall
3651 communicate the decision to the grievant in writing on the grievance form
3652 within fifteen (15) days of receiving the appeal and forward a copy of the
3653 response to Faculty Association.
3654
3655 (4) The Chancellor's designee shall not be any person who has previously
3656 ruled on the grievance at any previous level.
3657

3658 d. Level IV – Mediation
3659

- 3660 (1) If the grievant is not satisfied with the decision at Level III, the grievant,
3661 with the consent of the Association, may request that the grievance be
3662 submitted to mediation for review. The request should be made to the Vice
3663 Chancellor of Human Resources within ten (10) days of receipt of the
3664 Chancellor's, or designee's, decision or the date the decision should have
3665 been received.
3666
3667 (2) Should the District and Faculty Association not mutually agree on a
3668 mediator:
3669
3670 (a) Within five (5) working days of receipt of a written request to
3671 proceed to mediation, the District will request a list of seven (7)
3672 mediators from the from the California State Mediation and
3673 Conciliation Service.
3674
3675 (b) Within ten (10) days after receipt of the list, a representative of the
3676 District and a representative of Association shall alternately strike
3677 names from the list until only one name remains. The first strike
3678 shall be determined by coin flip.

- 3679 (3) The function of the mediator shall be to assist the parties to achieve a
3680 mutually satisfactory resolution of the grievance by means of the
3681 mediation process.
3682
- 3683 (4) If a mutual resolution of the grievance is reached during mediation, a
3684 written statement of the resolution will be prepared and signed by the
3685 parties.
3686
- 3687 e. Level V – Arbitration
3688
- 3689 (1) If the grievant and Faculty Association are not satisfied with the
3690 disposition of the grievance at Level IV and wish to proceed to arbitration,
3691 a request shall be made to the Vice Chancellor of Human Resources
3692 within ten (10) days from the date the District, the Association, or the
3693 mediator indicate in writing that mediation has concluded. Should the
3694 Faculty Association and the District be unable to mutually agree on the
3695 selection of an arbitrator:
3696
- 3697 (a) Within five (5) days the Human Resources Office shall request a
3698 list of seven (7) arbitrators from the California State Mediation and
3699 Conciliation Service.
3700
- 3701 (b) Within ten (10) days after receipt of the list, a representative of the
3702 District and a representative of Faculty Association shall
3703 alternately strike names from the list until only one name remains.
3704 The first strike shall be determined by coin flip.
3705
- 3706 (2) Upon selection of the arbitrator, the Human Resources Office shall contact
3707 the selected arbitrator to schedule a hearing at the earliest convenience of
3708 the arbitrator and the parties.
3709
- 3710 (3) Arbitrator expenses, including any per diem fees, actual and necessary
3711 travel and subsistence expense, and other fees and expenses shall be paid
3712 equally by the District and the Faculty Association.
3713
- 3714 (4) If either party so requests, the arbitrator shall specifically rule upon the
3715 appropriateness of arbitration of contested issues prior to the hearing on
3716 the merits of the grievance. If the parties cannot agree upon a statement of
3717 the issues to be arbitrated, the arbitrator shall determine the issues by
3718 referring to the written grievance and the answers thereto at each step.
3719
- 3720 (5) The arbitrator may render a decision only regarding the interpretation of
3721 the provision or provisions of this Agreement at issue between the parties.
3722 The arbitrator shall have no authority to add to, subtract from, alter,
3723 amend, or modify any provisions of this Agreement. The arbitrator shall

3724 be without power or authority to make any decision that requires the
3725 District or the administration to perform an illegal act.
3726

- 3727 (6) After a hearing and after both parties have had an opportunity to make
3728 written or oral arguments, the arbitrator shall submit, in writing, to all
3729 parties, their findings and award. The award of the arbitrator shall be
3730 binding on the Board of Trustees unless a court of competent jurisdiction
3731 directs otherwise.
3732

3733 (7) Arbitrator's Recommendation
3734

- 3735 (a) The Board shall adopt the arbitrator's recommendation at its next
3736 regular meeting after receipt, providing a minimum of ten (10)
3737 days have elapsed from receipt prior to the Board meeting, and
3738 providing neither party moves to correct or vacate the award
3739 pursuant to the California Code of Civil Procedures.
3740

- 3741 (b) The Chancellor may meet with the grievant and representatives to
3742 discuss other alternative solutions, if the arbitrator's decision
3743 would result in a proven financial hardship for the District. Any
3744 meeting to discuss alternative solutions does not release the
3745 District from the binding award recommended by the arbitrator
3746 unless agreed to in writing by the District and Faculty Association.
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3770 **ARTICLE 26**

3771 **BONDED SABBATICAL AND PROFESSIONAL DEVELOPMENT LEAVE**

3772
3773 26.1. Bonded Sabbatical
3774

3775 At the discretion of the Board of Trustees, upon the recommendation of the District
3776 Sabbatical Committee, the District may grant a sabbatical to eligible faculty members
3777 (Educ. Code §§87767 and 87768).
3778

3779 a. Purpose
3780

3781 A sabbatical is to allow for the professional enhancement of the faculty member.
3782 Such professional enhancement shall be to the benefit of the faculty member, their
3783 college, students, and/or to the District. The value of what the faculty member
3784 may contribute following their return includes, but is not limited to, the areas of
3785 pedagogy, curriculum development, and the culture of the college and the
3786 community it serves.
3787

3788 b. Length of Sabbatical
3789

3790 A sabbatical leave may take one of two possible forms:
3791

- 3792 (1) One semester at full pay and employee benefits, or
3793
3794 (2) One academic year at two-thirds pay and full employee benefits.
3795

3796 c. Eligibility
3797

- 3798 (1) Any tenured full-time faculty member who has served the District for at
3799 least six (6) consecutive years without a break in service (Educ. Code
3800 §87768) is eligible for a sabbatical. No more than one such sabbatical may
3801 be granted to a faculty member in each seven-year period.
3802
3803 (2) An eligibility list will be prepared by the Human Resources Office no later
3804 than July 1st of the preceding year and sent to all full-time faculty
3805 members.
3806

3807 d. Acceptable Sabbatical Projects
3808

3809 A sabbatical may be granted for any of the following purposes:
3810

- 3811 (1) Professional study related to assigned discipline(s) or for the purpose of
3812 retraining when there is a scheduled phase-out in a discipline and/or
3813 program.
3814

- 3815 (2) Completion of courses for an advanced degree related to assigned
3816 discipline(s) or in advanced studies related to higher education.
3817
- 3818 (3) Special project, research or assignment that relates to the goals and
3819 mission of the college and District.
3820
- 3821 (4) Travel related to assigned discipline, course and/or program of faculty
3822 member.
3823
- 3824 e. Sabbatical Committee
3825
- 3826 (1) The Sabbatical Committee will consist of up to one (1) faculty member
3827 from each division/school, one (1) administrator from each college who
3828 will be appointed by the college president, and the appropriate vice
3829 chancellor, who will also serve as co-chair.
3830
- 3831 (2) Members of the Sabbatical Committee may not submit a sabbatical
3832 proposal nor serve in the year following the completion of a sabbatical.
3833
- 3834 (3) Sabbatical Committee members will elect a chair and have one (1) vote
3835 each.
3836
- 3837 (4) The Sabbatical Committee shall have as its sole responsibility the handling
3838 of matters pertaining to bonded sabbaticals.
3839
- 3840 (5) The Sabbatical Committee shall meet during September each year to
3841 establish procedures and policies within the scope of this Master
3842 Agreement.
3843
- 3844 (6) The Sabbatical Committee shall also establish all timelines for the
3845 application and approval process provided that all recommendations for
3846 sabbaticals shall be forwarded to the Chancellor no later than December
3847 20th.
3848
- 3849 f. Number of Sabbaticals and Priority Determinations for Committee Consideration
3850
- 3851 (1) The number of sabbatical semesters available for consideration by the
3852 Sabbatical Committee shall be calculated as 4.63% of the full-time faculty
3853 semester/year obligation as reported by the Chancellor's Office, California
3854 Community Colleges to the District in the fall of that academic year (Title
3855 5 §§51025, (a), 1 and 53302). Deferred sabbaticals according to Section
3856 26.1.g.(5) will not be reflected in the 4.63% allocation for the next
3857 academic year.
3858

- 3859 (2) The determination of the number of semesters available for sabbaticals for
3860 any given academic year shall be made by rounding up after the
3861 multiplication process takes place.

3862 Example:

3863 $4.63\% \times 255 \text{ (faculty)} = 11.8 \times 2 = 23.6 \text{ or } 24 \text{ semesters}$
3864

- 3865
3866 (3) The Sabbatical Committee will assign priority to proposed sabbatical
3867 projects as follows:

- 3868 (a) A first-time applicant will be given priority over applicants who
3869 have had a previous sabbatical.
3870
3871 (b) Thereafter, applicants will be determined by seniority of service
3872 and by the quality of the proposal as ranked by the Sabbatical
3873 Committee.
3874
3875 (c) In the event of a tie when all previous criteria have been met, the
3876 tie shall be broken by a majority vote of the Sabbatical Committee.
3877
3878

3879 g. Application Process
3880

- 3881 (1) Faculty members shall be notified by the Sabbatical Committee of their
3882 eligibility to apply for a sabbatical and provided with instructions for
3883 completing the application form and the final report. In addition, faculty
3884 members will be informed of all necessary deadlines and procedures.
3885
3886 (2) The faculty member shall discuss the proposed sabbatical project with
3887 division/school peers, department chair, division/school dean, appropriate
3888 vice president, and solicit input/feedback.
3889
3890 (3) The faculty member shall submit to the college president a copy of their
3891 sabbatical proposal (or a rough draft thereof) for input and feedback. The
3892 president may provide comments and indicate one of the following:
3893
3894 (a) SUPPORT: The sabbatical proposal (with input as indicated) can
3895 be forwarded to the committee.
3896
3897 (b) NON-SUPPORT: The sabbatical proposal will be returned to the
3898 faculty member with recommendations to warrant the president's
3899 support.
3900
3901 i. In the event where the college president does not support a
3902 sabbatical proposal, the faculty member may:
3903

- a) reconsider the 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 president's comments and non-support.

(4) The faculty member shall submit 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 the criteria for exceptional circumstances is sufficient and whether or not it will consider a late application.

h. Approval Process

(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 their approved sabbatical list to the college 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 (Educ. Code §§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 their sabbatical request.

(5) In the event there are multiple sabbatical requests in the same department for the same period, the dean may defer a board-approved sabbatical so as not to interfere with the regular operation of a department, subject to the following conditions:

- (a) A deferred sabbatical must be granted within one (1) year of the date on which the deferred sabbatical was due to commence.

- 3949 (b) Faculty members will retain their cycle of sabbatical eligibility
3950 based on the approval date of the application.
3951
3952 (c) When a sabbatical deferral is necessary, faculty members approved
3953 for their first sabbatical will receive priority.
3954
3955 (d) When a sabbatical deferral is necessary, and all affected faculty
3956 members have previously received a sabbatical, in the absence of a
3957 mutual agreement to the contrary among the affected faculty
3958 members, priority will be given to the most senior faculty member
3959 as determined by the District-assigned faculty seniority number.
3960

3961 i. Length and Conditions for a Sabbatical
3962

- 3963 (1) The recipient of a one semester sabbatical will be compensated at their
3964 regular salary and employee benefits; a two-semester sabbatical at two-
3965 thirds regular salary and full District-provided benefits. Year-long
3966 sabbaticals shall reduce the District contribution to STRS. Faculty
3967 members wishing to maintain full service credit with STRS must contact
3968 STRS.
3969
3970 (2) Salary while on sabbatical shall be paid on a monthly basis during the
3971 academic year.
3972
3973 (3) Faculty members cannot assume any other, additional full-time
3974 employment while on sabbatical, unless it is an integral part of their
3975 approved sabbatical. If this provision is violated, all compensation and the
3976 cost of employee benefits must be returned to the District.
3977
3978 (4) Faculty members granted sabbatical shall not be authorized to perform
3979 additional professional services such as overload, overtime, part-time
3980 assignment, stipend, and grants for District pay. Nor will the District
3981 furnish equipment or materials, pay travel costs, or provide remuneration
3982 other than the sabbatical compensation during the period of the sabbatical.
3983 The Board may, upon application, grant exception to this provision.
3984
3985 (5) A sabbatical shall be counted as experience for advancement on the salary
3986 schedule.
3987
3988 (6) Academic credits earned while on sabbatical or professional development
3989 activity may be used toward salary increments the following academic
3990 year, in accordance with the existing board policies.
3991

3992 j. Guarantees
3993

- 3994 (1) The faculty member must agree to return to the District for a period of
3995 service equal to twice the period of the sabbatical (Educ. Code, §87770).
3996
3997 (2) The faculty member shall be returned to the same or comparable position
3998 held at the time the sabbatical was granted. If conditions arise which
3999 would make it necessary to change the faculty member's assignment, the
4000 faculty member shall be notified, whenever possible, before the change
4001 becomes effective. Nothing in this paragraph is intended to be in conflict
4002 with Educ. Code §87774.
4003
4004 (3) The written agreement between the District and the faculty member
4005 includes a bond paid for by the District. The bond covers pay and the
4006 District's cost of employee benefits. If the bond is forfeited, any
4007 repercussions from the bonding company are the sole responsibility of the
4008 faculty member (Educ. Code §§87770 and 87771).
4009

4010 k. Evidence of Completion
4011

- 4012 (1) Upon completion of the sabbatical and within sixty (60) days of the
4013 faculty member's return to duty, a narrative report shall be submitted to
4014 the Sabbatical Committee for review and acceptance (or non-acceptance).
4015 This report will include:
4016
4017 (a) a record of the activity such as, transcripts of study completed, a
4018 copy of the product developed, and/or an evaluation of the project
4019 pursued;
4020
4021 (b) a discussion of its impact on teaching and learning;
4022
4023 (c) a description of how the sabbatical information will be used in a
4024 professional development plan;
4025
4026 (d) a narrative on how the information contributes to the benefit of the
4027 students and to the District.
4028
4029 (2) If the approved sabbatical project contains an implementation process or
4030 the Sabbatical Committee would like a follow-up report, the faculty
4031 member will provide the information requested in the time line provided.
4032
4033 (3) The faculty member must schedule a minimum of one presentation(s) at a
4034 venue such as Professional Development Week, Division/School
4035 meetings, College Sabbatical Forum, and/or at a professional
4036 organization(s) meeting.
4037

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

1. Status Changes Relating to an Approved Sabbatical

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

(1) Project

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

(2) Extenuating Circumstances

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

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

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

26.2. Professional Development Leave

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

- 4083 a. Absence shall not be included as service in computing the six (6) years before or
4084 after a sabbatical.
4085
- 4086 b. Absence shall not be deemed a break in service.
4087
- 4088 c. Upon return, a faculty member will return to the same or comparable position.
4089
- 4090 d. The faculty member will receive credit for annual salary increments, employee
4091 benefits, including, but not limited to, insurance and retirement benefits, to the
4092 extent not expressly prohibited by law.
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ARTICLE 27
BENEFITS

27.1. Health Insurance

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

27.2. Part-Time Faculty Health Insurance Allowance

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

Parameters:

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

The monthly benefit amount is calculated as follows:

Employee Monthly Cost	Monthly Allowance
\$1 to \$99	= \$0
\$100 to \$250	= up to \$250
\$251 to \$500	= up to \$500
\$501 plus	= up to \$750
Medicare Recipients	= up to \$250

- b. The District shall provide a monthly allowance to qualified part-time faculty members for the purpose of purchasing comprehensive health insurance. The total amount of the allowance will be \$384,000 per semester. Once all eligible employees and amounts have been determined, if the total amount is greater than \$384,000 per semester, the allowance amounts will be reduced proportionately so that the total amount equals but does not exceed \$384,000 per semester.
- c. This allowance shall be applied toward a qualified voluntary comprehensive health insurance program of the faculty member's individual arrangement and choice for the part-time faculty member who meets the following criteria:

- 4174 (1) Eligibility is reviewed each fall and spring semester. No allowance will be
4175 paid during the summer session.
4176
- 4177 (2) The faculty member must have completed six semesters of employment in
4178 the district.
4179
- 4180 (3) The faculty member must be employed for a minimum of 12 LHE in the
4181 District in the 12-month period ending at the end of the prior semester
4182 (summer session counts toward meeting this requirement).
4183
- 4184 (4) The faculty member had assignments in the District in at least five of the
4185 semesters during the prior three academic years. (Summer session does
4186 not count toward meeting this requirement.)
4187
- 4188 (5) The faculty member must work a minimum of three LHE in the District
4189 during the semester in which the District allowance is disbursed.
4190
- 4191 (6) Each semester the faculty member must submit the following to the
4192 District Business Office no later than September 10th and February 10th by
4193 5 p.m. (PST) in order to be eligible for the District allowance:
4194
- 4195 (a) A signed affidavit and official documentation of current enrollment
4196 and monthly premium cost paid by the employee in a voluntary
4197 Bronze, Silver, Gold, or Platinum medical plan provided through
4198 Covered California under the Patient Protection and Affordable
4199 Care Act, or an equivalent comprehensive medical or health
4200 insurance plan.
4201
- 4202 (b) If coverage is terminated, the part-time faculty member must notify
4203 the District within 10 days of the date of termination. If the policy
4204 is terminated, the benefit will cease for the remainder of the
4205 semester.
4206
- 4207 (c) This program is subject to random District audits.
4208
- 4209 d. The District allowance will cease if the employee no longer meets the
4210 requirements of the above criteria.
4211
- 4212 e. The District allowance shall be paid through payroll and will be prorated over the
4213 number of paychecks received by the eligible faculty member each fall and spring
4214 semester.
4215
- 4216 27.3. Dental Insurance
- 4217
- 4218 The District shall pay one hundred percent of the premium for dental insurance for
4219 faculty members working 75% or more of a full-time contract and their eligible

4220 dependents. Coverage provided shall meet the specifications on file at the District
4221 Business Office.

4222
4223 27.4. Vision Insurance

4224
4225 The District shall pay one hundred percent of the premium for vision insurance for
4226 faculty members working 75% or more of a full-time contract and their eligible
4227 dependents. Coverage provided shall meet the specifications on file at the District
4228 Business Office.

4229
4230 27.5. Employee Assistance / Mental Health Program

4231
4232 The District shall pay one hundred percent of the premium for a faculty member's
4233 assistance/mental health program for employees working 75% or more of a full-time
4234 faculty contract and their eligible dependents. Coverage provided shall meet the
4235 specifications on file at the District Business Office.

4236
4237 27.6. Life Insurance

4238
4239 The District shall pay one hundred percent of the premium for life insurance for faculty
4240 members working 75% or more of a full-time faculty contract and their eligible
4241 dependents. The coverage provided shall be two times the annual salary up to
4242 \$200,000.00, plus \$50,000.00.

4243
4244 27.7. Long Term Disability Insurance

4245
4246 The District shall pay one hundred percent of the premium for long-term disability
4247 (salary protection) for faculty members working 75% or more of a full-time faculty
4248 contract. The coverage provided shall meet the specifications on file at the District
4249 Business Office.

4250
4251 27.8. Long Term Care Insurance

4252
4253 For faculty members working 75% or more of a full-time faculty contract, the District
4254 shall pay the premium for long-term care insurance. Coverage provided shall meet the
4255 specifications on file at the District Business Office.

4256
4257 27.9. Legal Assistance Program

4258
4259 The District shall pay one hundred percent of the premium for legal assistance programs
4260 for faculty members working 75% or more of a full-time faculty contract and their
4261 eligible dependents. Coverage provided shall meet the specifications on file at the District
4262 Business Office.

4263
4264 27.10. Coverage Period

4265

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

27.11. Benefits During a Leave

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

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

27.12. Tax Sheltered Annuities

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

27.13. Medical Examinations and Tests

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

27.14. Parking

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

27.15. Change in Level of Benefit

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

ARTICLE 28
WORKLOAD BANKING PROGRAM

28.1. General Provisions

- a. Workload banking is a benefit for full-time tenured faculty. This benefit allows a full-time faculty member to earn and bank workload time credit in lieu of compensation and take time off in a future semester.
- b. When a full-time faculty member accepts an assignment as overload, as part of a summer assignment, or during any other instructional session beyond the traditional semesters, that faculty member is paid according to the appropriate salary schedule (Appendix A). However, when a faculty member is banking overload for use in place of a future teaching assignment, that faculty member is earning LHE to be applied to a future assignment. Therefore, all banked workload will be valued at the appropriate LHE rate (as described in Section 28.3. below).
- c. Faculty who do not make load may use banked workload (if available) to make up the difference in their load if no other courses or assignments are available. If banked LHE is used for this purpose, faculty will not be subject to 28.2.e, 28.2.g, and 28.4.a below.

28.2. Workload Banking

- a. 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 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 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 contractual obligation for office hours and committee/college service work during the term of

- 4357 the leave.
- 4358
- 4359 g. Banked workload leaves will be limited to once every eight (8) semesters.
- 4360
- 4361 h. Workload credit earned in restricted or categorically funded programs may be
- 4362 banked only if allowed by State and Federal regulations and the granting agency.
- 4363
- 4364 i. Payment for banked workload earned in the fall and spring semesters, summer
- 4365 sessions, and any other instructional sessions beyond the traditional semesters will
- 4366 be withheld by payroll. Banked workload will be officially posted as banked at
- 4367 the end of the semester in which it is earned.
- 4368
- 4369 j. Faculty members who request to schedule banked workload leave will not be
- 4370 eligible to apply or take any other leave to extend an absence from the workplace
- 4371 longer than one semester.
- 4372

4373 28.3. Criteria to earn banked workload credit:

4374

- 4375 a. A faculty member must have tenured status.
- 4376
- 4377 b. The faculty member must submit the Workload Banking Request Form
- 4378 (Appendix E) at least one week prior to the beginning of the semester or other
- 4379 session in which the banked workload credit is being requested.
- 4380
- 4381 c. The dean will acknowledge the request to bank workload and record the request
- 4382 through the appropriate vice president's office.
- 4383
- 4384 d. Banked workload credit can be earned from assignments exceeding thirty (30) to
- 4385 thirty-two (32) LHE per year scheduled during Fall and Spring semesters, as part
- 4386 of a summer assignment, or during any other instructional session beyond the
- 4387 traditional semesters.
- 4388
- 4389 e. Full-time faculty members must accumulate the equivalent of fifteen (15) LHE of
- 4390 banked workload credit, to be calculated as follows (see Article 15, Workload):
- 4391

4392 (1) Lecture Assignments (contact hour)

4393

	Contact Hours	LHE for load
4395 Lecture	1	1
4396 Lab	1	1
4397 Practicum	1.2 (5/6)	1
4398 Learning Center/Tutorial	2	1

4399

4400 Example: Digital Photography 5/6 (units lecture/practicum per week)

4401 3 Hours Lecture = 3 LHE

4402 6 Hours Practicum = 5 LHE

4403 8 LHE for load

4404

4405 (2) Non-Lecture Assignments (clock hour)

4406

4407 Thirty (30) clock hours = 1 LHE

4408

4409

	<u>Clock Hours</u>	<u>LHE for Load</u>
--	--------------------	---------------------

4410

4411 Tutorial Coordination 2 1

4412 Library 2 1

4413 Counseling 2 1

4414 Learning Disability 2 1

4415

4416 (3) Counselors and Librarians may include a maximum of 6 LHE of lecture
4417 courses per semester within their workload assignment. Therefore, to earn
4418 Workload Banked credit, Counselors and Librarians may accumulate up to
4419 forty percent (40%) of their credit from overload lecture assignments.

4420

4421 f. Workload credit cannot be earned:

4422

4423 (1) while on a reduced workload assignment;

4424

4425 (2) while on sabbatical.

4426

4427 28.4. Criteria to redeem banked workload credit:

4428

4429 a. A full-time faculty member must have fifteen (15) LHE banked prior to taking a
4430 banked workload leave.

4431

4432 b. Only full-time tenured faculty members may schedule a banked workload leave.

4433

4434 c. To schedule a banked workload leave, the faculty member must submit the
4435 Workload Banking Leave Request Form (Appendix F – Available in Workday) to
4436 their dean no later than February 1st for the Fall semester and no later than
4437 September 1st for the Spring semester.

4438

4439 (1) Every effort shall be made to accommodate a faculty member's request to
4440 redeem banked workload credit; however, it is recognized that a banked
4441 workload leave may be postponed under circumstances in which the
4442 absence of the faculty member would jeopardize the educational program.
4443 The dean shall put in writing any postponement of the request to redeem
4444 banked workload credit.

4445

4446 (2) When two or more faculty members from the same department or area
4447 apply to schedule banked workload leave and both/all cannot be
4448 accommodated, those faculty members who have not previously taken

4449 banked workload leave shall have priority in order of seniority. The
4450 remaining faculty will be given priority for the following semester.
4451
4452 (3) A requested banked workload leave can be postponed for no more than
4453 one academic year.
4454
4455 (4) To ensure the stability of a program, department, or school, the faculty
4456 member requesting banked workload leave may be requested to work with
4457 the division/school chair and dean to arrange for appropriate substitute
4458 coverage prior to scheduling a leave.
4459
4460 28.5. While the full-time faculty member is on a banked workload leave, unless an exception is
4461 granted by the Board of Trustees, they will not be eligible to:
4462
4463 a. work overload;
4464
4465 b. contract for extra assignments in the District;
4466
4467 c. work on a stipend or reassigned time;
4468
4469 d. work on any hourly assignments.
4470
4471 28.6. Cashing out banked workload credit: Once a faculty member has made an irrevocable
4472 election for workload banking, the faculty member shall not be entitled to cash out except
4473 under one of the following circumstances:
4474
4475 a. retirement;
4476
4477 b. medical disability as defined in Internal Revenue Code, §72 (m) (7);
4478
4479 c. termination (dismissal for cause), or release from probationary status;
4480
4481 d. death;
4482
4483 e. resignation.
4484
4485 When a faculty member is paid for accumulated banked workload credit (known as
4486 “cashing out”), the rate of pay shall be at the rate of pay in effect at the time the banked
4487 workload credit was earned. No partial “cashing out” will be allowed.
4488
4489 28.7. Record Keeping
4490
4491 Banked workload credit shall be recorded by each college and tracked by the District.
4492 The District shall maintain banked workload balances in Workday.
4493
4494

ARTICLE 29
LEAVES

29.1. General Provisions

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

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

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

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

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

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

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

Requests must be submitted by the approved process to the appropriate dean and college president. All reduced contracts shall be voluntary, and the faculty member understands that a reduced teaching load will reduce employee benefits

and retirement credit received. The faculty member's salary will be reduced in accordance with the percentage reduction in teaching load request.

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

29.2. Sick Leave

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

.0558 hours sick leave per contact hour paid

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

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

- (1) Full-time faculty members with classroom assignments shall have sick leave deducted on the basis of half-day increments (i.e., if a faculty member is absent for one-half or less of their scheduled LHE assignment for that day, one-half day of sick leave will be deducted; if faculty members are absent for more than one-half of a scheduled assignment for that day, a full day of sick leave will be deducted).
- (2) Full-time faculty members with non-classroom assignments shall have sick leave deducted on the basis of quarter-day increments (i.e., if a faculty members are absent for one-quarter or less of their scheduled LHE assignment for that day, one-quarter of a day of sick leave will be deducted; for an absence of between one-quarter and one-half of a day, one-half day will be deducted; for an absence between one-half and three-quarters, three-quarters of a day will be deducted; for an absence of more than three-quarters of a scheduled assignment for that day, a full day of sick leave will be deducted).
- (3) Part-time faculty members shall have sick leave deducted on an hourly basis.
- h. Sick Leave Statement: The District shall provide information upon individual request, on the amount of sick leave accrued, by transfer or otherwise, and sick leave entitlement for the academic year.
- i. Catastrophic Illness Transfer of Leave Program: A faculty member may contribute sick leave to other staff as well as other faculty members on a one-for-one basis (one day for one day, etc.) with no reference to the possible difference in their salaries. As there are likely tax and retirement consequences, both employees are responsible for determining any STRS, IRS or other agency implications that may result. This program is designed to assist a faculty member who has a lengthy illness and has run out of sick leave. The program can also be used so that an employee can take care of a sick person in the immediate family. Procedures for the catastrophic illness/injury leave for individual solicitation or leave bank requests are on file in the District Human Resources Office.

29.3. Maternity Leave

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

29.4. Paid Parental Leave

- a. A person employed by the District in a full-time or part-time academic position for more than twelve (12) calendar months shall be allowed to take leave for purposes of parental leave for a period of up to twelve (12) weeks. "Parental leave" means leave for reason of the birth of a child of the employee, or the placement of a child with an employee in connection with the adoption or foster care of the child by the employee.
- b. The twelve (12) week period shall run concurrent with any period of sick leave, including accumulated sick leave, taken during a period of parental leave.
- c. An employee shall not be provided more than one twelve (12) week period for parental leave during any twelve (12) month period.
- d. Parental leave taken pursuant to this section shall also run concurrently with parental leave taken pursuant to Family and Medical Leave Act/California Family Rights Act (FMLA/CFRA) leave as described in Section 29.12 below. The aggregate amount of parental leave taken pursuant to this section and Section 29.12 shall not exceed twelve (12) weeks in a twelve (12) month period.
- e. When an employee has exhausted all available sick leave, including all accumulated sick leave, and continues to be absent from their duties on account of parental leave pursuant to Family and Medical Leave Act/California Family Rights Act (FMLA/CFRA) leave specified in Section 29.12, the amount deducted from the salary due the faculty member for any of the remaining portion of the twelve (12) week period in which the absence occurs shall not exceed 50 percent of the employee's regular salary for the remaining portion of the 12-workweek of the parental leave.

(Educ. Code §87780.1.)

29.5. Extended Illness Leave

- a. If a faculty member has used all accumulated sick leave and is still absent from duties on account of illness or accident for a period of five (5) school months or less, then the amount of salary deducted in any month shall not exceed the sum which was actually paid a substitute faculty member temporarily assuming the duties of the absent faculty member, or, in the event that no substitute faculty member is employed to replace the faculty member, the lowest LHE rate as described in the appropriate salary schedule (Appendix A) for the number of hours for which the absent faculty member would need to be replaced. In no case shall the amount deducted exceed 50% of the faculty member's regular salary. The five (5) months or less extended illness leave period during which the deductions described above occur shall not begin until all other paid sick leave provisions described in Section 29.2 above, excluding sick leave transferred under

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

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

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

- a. An industrial accident or illness means any injury or illness considered to be work-related if an event or exposure in the work environment (on or off campus) either caused or contributed to the resulting condition or significantly aggravated a pre-existing injury or illness.
- b. A faculty member shall be entitled to such leave without limitation to the number of days of entitlement.
- c. The total of the faculty member's temporary disability indemnity and the portion of salary due during the leave shall equal their full salary.
- d. A faculty member shall be deemed to have recovered from an industrial accident or illness, and thereby able to return to work, at such time as the faculty member and the attending physician agree that there has been such a recovery.
- e. Nothing in this Article shall preclude the District from recommending that a faculty member be placed on disability retirement under the State Teachers Retirement System.

29.7. Personal Necessity Leave

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

- a. "Personal Necessity" means any activity, including those pursuant to the California Education Partnership Act (California Labor Code § 230.8), which cannot be conducted before or after the teaching day without causing undue inconvenience to the faculty member. Faculty members shall handle such leave in a responsible manner.
- b. Full-time faculty members are entitled to use up to six (6) days per year of personal necessity leave to be deducted from sick leave.

- c. Part-time faculty members' personal necessity leave is deducted in hourly increments. Part-time faculty members are entitled to use up to sixty percent (60%) of their sick leave allotment for a given semester for personal necessity leave.
- d. Unused personal necessity days do not accrue for use in future years.
- e. Personal necessity days do not carry over from year to year.
- f. A faculty member shall make every attempt to give advance notice for use of Personal Necessity Leave.
- g. A faculty member shall not be required to give reasons for the use of such leave.

29.8. Bereavement Leave

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

29.9. Jury Leave

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

29.10 Legislative Leave

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

- a. The faculty member on such leave shall notify the college of an intended return at least sixteen (16) weeks in advance.
- b. The faculty member on such leave shall be entitled to return to employment at the end of the leave, but shall not be entitled to any other benefits while on leave.

29.11. Professional Development Leave

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

29.12. Family and Medical Leave

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

a. Terms of Leave

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

b. Intermittent/Reduced Work Schedule Leave

Leave related to the serious health condition of a faculty member or their child, parent, spouse or registered domestic partner may be taken intermittently or on a reduced work schedule when medically necessary. In such a case, the District may limit leave increments to the shortest period of time that the payroll system uses to account for absences or use of leave. If the leave is foreseeable based on planned medical treatment, the faculty member may also be required to transfer temporarily to a different job that has the equivalent pay and benefits but could better accommodate recurring periods of leave. The faculty member must be qualified for the position, but the position does not need to have equivalent duties. Transfer to an alternative position may include altering an existing job to better accommodate the faculty member's need for intermittent leave or a reduced work schedule.

c. Maintenance of Benefits

- (1) Leave under the terms of FMLA and/or CFRA is unpaid. During the period of family care and medical leave, the faculty member shall continue to be entitled to participate in the District's medical, vision, and dental plans.
- (2) If the faculty member fails to return from leave after the leave period has expired for a reason other than the continuation, recurrence or onset of a serious health condition of the faculty member or their family member which would entitle the faculty member to leave, or because of circumstances beyond the faculty member's control, the employee will be required to reimburse any health plan premiums paid by the District during the period of leave. The District shall have the right to recover premiums through deduction from any sums due to the employee from the District (e.g., unpaid wages, vacation pay, etc.).
- (3) The faculty member shall also continue to be entitled to participate in pension and retirement plans and/or any other welfare benefit plan to the same extent and under the same conditions as apply to an unpaid leave taken for any other purpose. In the absence of these conditions, the faculty member shall continue to be entitled to participate in these plans and the District may, at its discretion, require the faculty member to pay the premium for periods not covered by accrued leave.

ARTICLE 30
WAGES

30.1. General Provisions

a. Faculty Compensation

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

30.2. Salary Schedules

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

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

4907 Eighteen (18) steps plus one longevity step in the fourth column at Year
4908 20

4909
4910 Twenty-three (23) steps plus one longevity step in the fifth column at Year
4911 25

4912
4913 (2) In any given year, column 1, step 1, of the Faculty Salary Schedule shall
4914 be defined as the base salary. The dollar amount in column 1, step 1, of the
4915 Faculty Salary Schedule shall be the dollar amount of column 1, step 1, of
4916 the immediate prior Faculty Salary Schedule and any negotiated and
4917 agreed upon adjustments for the given year.

4918
4919 (3) The first step of each column will increase by 5.5555% of the base salary
4920 over the first step of the previous column.

4921
4922 (4) Each step in each column will increase by 3.70365% of the base salary
4923 over the previous step.

4924
4925 b. Part-time Classroom Academic Salary Schedule (see Appendix A):

4926
4927 (1) The Part-time Classroom Academic Salary Schedule shall consist of seven
4928 columns, with one step in each column.

4929
4930 (2) For 2021-2022, the value of the first column will be equivalent to 61.74%
4931 of 1/15 (6.67%) of one-half the value of the first step of the first column in
4932 the Full-time Academic Salary Schedule, as reflected in the following
4933 formula:

4934
4935
$$.6174(.0667(\text{column 1, step 1 of the Full-time Academic Salary}$$

4936
$$\text{Schedule /2}))$$

4937
4938 For 2022-2023, the value of the first column will be equivalent to 65.20%
4939 of 1/15 (6.67%) of one-half the value of the first step of the first column in
4940 the Full-time Academic Salary Schedule, as reflected in the following
4941 formula:

4942
4943
$$.6520 (.0667(\text{column 1, step 1 of the Full-time Academic Salary}$$

4944
$$\text{Schedule /2}))$$

4945
4946 For 2023-2024, the value of the first column will be equivalent to 70.50%
4947 of 1/15 (6.67%) of one-half the value of the first step of the first column in
4948 the Full-time Academic Salary Schedule, as reflected in the following
4949 formula:

4950
4951
$$.7050 (.0667(\text{column 1, step 1 of the Full-time Academic Salary}$$

4952
$$\text{Schedule /2}))$$

- 4953 (3) Each succeeding column will increase by 4% of column 1 over the
4954 previous column.
4955
- 4956 (4) In recognition of the value of part-time faculty to the District and its
4957 students, both parties agree to continue to work towards defining and
4958 achieving parity between full-time and part-time faculty in future
4959 contracts.
4960
- 4961 c. Full-time Classroom Overload and Part-Time Non-Classroom Tutorial Academic
4962 Salary Schedule (see Appendix A):
4963
- 4964 (1) The Full-time Classroom Overload and Part-Time Non-Classroom
4965 Tutorial Academic Salary Schedule shall consist of seven columns, with
4966 one step in each column.
4967
- 4968 (2) For 2021-2022, the value of the first column will be equivalent to 53.00%
4969 of 1/15 (6.67%) of one-half the value of the first step of the first column in
4970 the Full-time Academic Salary Schedule, as reflected in the following
4971 formula:
4972
- 4973
$$.53 (.0667(\text{column 1, step 1 of the Full-time Academic Salary}$$

4974
$$\text{Schedule}/2))$$

4975
- 4976 For 2022-2023, the value of the first column will be equivalent to 55.96%
4977 of 1/15 (6.67%) of one-half the value of the first step of the first column in
4978 the Full-time Academic Salary Schedule, as reflected in the following
4979 formula:
4980
- 4981
$$.5596(.0667(\text{column 1, step 1 of the Full-time Academic Salary}$$

4982
$$\text{Schedule}/2))$$

4983
- 4984 For 2023-2024, the value of the first column will be equivalent to 60.51%
4985 of 1/15 (6.67%) of one-half the value of the first step of the first column in
4986 the Full-time Academic Salary Schedule, as reflected in the following
4987 formula:
4988
- 4989
$$.6051 (.0667(\text{column 1, step 1 of the Full-time Academic Salary}$$

4990
$$\text{Schedule}/2))$$

4991
- 4992 (3) Each succeeding column will increase by 4% of column 1 over the
4993 previous column.
4994
- 4995 d. Part-time Non-classroom and Full-time Non-classroom Overload for Library,
4996 Counseling, & Learning Disability Academic Salary Schedule (See Appendix A)
4997

- 4998 (1) The Part-time Non-Classroom and Full-Time Non-Classroom Overload
4999 Academic Salary Schedule shall consist of seven columns, with one step
5000 in each column.
5001
5002 (2) The value of the first column will be equivalent to 48.6% of 1/15 (6.67%)
5003 of the value of the first step of the first column in the Full-time Academic
5004 Salary Schedule, as reflected in the following formula:
5005
5006 $.486(.0667)(\text{column 1, step 1 of the Full-time Academic Salary}$
5007 $\text{Schedule})$
5008
5009 (3) Each succeeding column will increase by 4% of column 1 over the
5010 previous column.
5011
5012 (4) As required for CalSTRS reporting purposes, compensation for counselors
5013 and librarians will be reported to CalSTRS and paid by converting the
5014 LHE rate to an hourly rate as defined in the appropriate salary schedule.
5015

5016 30.3. Salary Schedule Column Placement Criteria
5017

5018 All degrees or units must be from accredited educational institutions.
5019

- 5020 a. Column I Bachelor's Degree (or the minimum degree and/or experience as
5021 required by the California Community College Chancellor's Office minimum
5022 qualifications as published in the *Minimum Qualifications for Faculty and*
5023 *Administrators in California Community Colleges*) or equivalency as established
5024 under Title 5 §53410.
5025
5026 b. Column II
5027
5028 (1) Master's Degree, or
5029
5030 (2) Bachelor's Degree plus 40 semester units, including Master's Degree.
5031
5032 c. Column III
5033
5034 (1) Master's Degree plus 20 semester units, or
5035
5036 (2) Bachelor's Degree plus 50 semester units, including Master's Degree.
5037
5038 d. Column IV
5039
5040 (1) Master's Degree plus 40 semester units, or
5041
5042 (2) Bachelor's Degree plus 70 semester units, including Master's Degree, or
5043

- (3) Permanent Vocational Credential received prior to establishment of the Community College Credential and Bachelor's Degree.
- e. Column V
- (1) Earned Doctorate, or
- (2) Master's Degree plus 60 semester units, or
- (3) Bachelor's Degree plus 90 semester units, including Master's Degree, or
- (4) Permanent Vocational Credential received prior to establishment of the Community College Credential and Master's Degree.
- 30.4. Previous Experience Credit for Initial Step Placement
- a. Instructional experience
- At the time of initial employment, new full-time faculty members will be given schedule placement credit for full- and or part-time instruction, counseling, coaching, or librarian experience, whichever applies to the assignment. The experiences may be at any accredited high school (grades 9-12), college or university. Instructional experiences of the equivalent of 30 LHE will equal one step on the salary schedule. Previous experience credit will be given as follows:
- 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.

b. Column Advancement

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

for column advancement for the Fall semester and January 3rd for column advancement for the Spring semester.

30.6. Doctoral Stipends

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

30.7. State of California Part-time Parity Compensation Funds

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

30.8. Increase in Compensation

- a. For the 2021-2022 academic year, the Full-time Academic Salary Schedule will reflect an increase of .75% over the schedule of the previous year.
- b. For the 2022-2023 academic year, the Full-time Academic Salary Schedule will reflect an increase of .76% over the schedule of the previous year.
- c. For the 2023-2024 academic year, the Full-time Academic Salary Schedule will reflect an increase of .742% over the salary schedule of the previous year.

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

ARTICLE 31
RETIRED FACULTY BENEFITS

31.1. Retirement Incentive Programs

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

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

The Board of Trustees will permit full-time faculty members to reduce their workload from full-time to part-time and have their retirement benefits based upon full-time employment.

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 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 1st 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)-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.
 - (1) To be eligible to start the consultant contract program, the faculty member must be at least fifty-five (55) years of age before the beginning of the college year (July 1) in which the consultant contract starts.
 - (2) The faculty member must have been employed full-time (100%) or equivalent as an academic employee of the District for at least ten (10) years prior to the request to participate in the consultant contract program.
 - (3) The faculty member must have officially retired from the District prior to July 1 of the fiscal year in which the consultant contract begins.
 - (4) The contract may be written for a period of up to five (5) years or until the faculty member reaches the age of sixty-five (65), whichever comes first.

- 5275 (5) The contract may be by mutual agreement for a specific annual project or
5276 service for not less than thirty (30) working days per year.
5277
5278 (6) The annual consultant contract compensation shall not exceed the
5279 maximum allowed under the Educ. Code for such services.
5280 (7) Faculty members opting for this program shall continue full-time faculty
5281 benefits, and receive improved benefits awarded all other full-time faculty
5282 members, through the duration of the contract.
5283
5284 (8) An applicant for the consultant contract program must make application
5285 for the program no later than February 1st to be eligible for the following
5286 year.
5287

5288 31.4. Health and Medical Benefits for Retirees
5289

- 5290 a. To be eligible for health and medical benefits after retirement, the faculty member
5291 shall concurrently retire from the District and STRS, and notify the District of
5292 their retirement from STRS by providing proof acceptable to the District of such
5293 retirement. If the retiree returns to active full-time service in a STRS contracting
5294 district they shall notify the District and the applicable insurance plan
5295 administrator of such action, at which time the benefits for both the retiree and
5296 their dependents as described in this provision shall cease.
5297
5298 b. Present medical, vision, and dental benefits for those retirees who were employed
5299 full-time by the District for ten (10) years immediately preceding the date of
5300 retirement and who have reached the age of fifty-five (55), and who meet the
5301 eligibility requirements described in section A above, and for the dependents of
5302 eligible retirees, shall continue until the retiree reaches the age of Medicare
5303 eligibility.
5304
5305 c. Medicare Eligibility and Continuation of Benefits
5306
5307 (1) The District will provide supplemental medical coverage for the retired
5308 faculty member, provided the retiree has purchased Medicare A and B
5309 coverage.
5310
5311 (2) If the retiree has reached the age of Medicare eligibility but does not
5312 qualify for Medicare, benefits for the retiree will continue under the
5313 following circumstances:
5314
5315 (a) The purchase of such coverage is permitted by the health carrier;
5316 and
5317
5318 (b) The retiree pays the full cost of the medical insurance, including
5319 any penalty, fee or other cost imposed by the insurance carrier if
5320 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 their dependent have reached the age of Medicare eligibility, the retiree may purchase for the dependent, through the District's health benefit providers, supplemental health coverage equivalent to that provided for the retiree so long as:
- (a) Such purchase is permitted by the health carrier;
 - (b) The retiree and the dependent have purchased Medicare A and B coverage, if eligible to purchase such coverage; and
 - (c) The retiree pays an amount equal to the District's cost for the retiree's supplemental health coverage. If the retiree or dependent is not eligible for Medicare, the retiree shall also pay any penalty, fee or other cost imposed by the insurance carrier.
- (5) If the retiree is under the age of Medicare eligibility but the dependent has reached such age, health benefits for the dependent will continue under the following circumstances:
- (a) Such purchase is permitted by the health carrier;
 - (b) The dependent has purchased Medicare A and B coverage, if eligible to purchase such coverage; and

- 5366 (c) If the dependent is not eligible for Medicare or otherwise fails to
5367 purchase Medicare A and B coverage, the retiree shall pay any
5368 penalty, fee or other cost imposed by the insurance carrier.
5369
- 5370 d. After the retiree reaches the age of Medicare eligibility, the retiree may purchase
5371 vision and dental benefits, for both themselves and for dependents, through the
5372 District's providers so long as:
5373
- 5374 (1) Such purchase is permitted by the health carrier;
5375
- 5376 (2) Benefits for retirees are grouped in a separate rate from the active/early
5377 retirees' group; and the retiree pays the full cost of such benefits.
5378
- 5379 e. Other coverage for the faculty member and coverage for the dependents is subject
5380 to applicable state and federal laws providing for such coverage.
5381
- 5382 31.5. Emeritus Faculty Privileges
5383
- 5384 a. Eligibility
5385
- 5386 Any full-time faculty member who retires from the District shall receive emeritus
5387 status. However, if a faculty member retires while on an administrative leave, and
5388 they desire emeritus status, the retiring faculty member must submit a request for
5389 emeritus status to the District Office of Technology and Learning. The Office of
5390 Technology and Learning will submit the matter to a special panel composed of
5391 two members appointed by the Academic Senate and two members appointed by
5392 the college president, and a fifth member to be determined by the appointed panel
5393 members. The special panel will make a recommendation to the Board of
5394 Trustees, which will determine whether to grant emeritus status to the faculty
5395 member. If the Board should elect not to follow the panel's recommendation, a
5396 written explanation of the Board's decision and its reasons will be made to the
5397 members of the panel.
5398
- 5399 b. Privileges
5400
- 5401 (1) Faculty members granted Emeritus status will be issued official college
5402 identification designating their status, and their names will be retained in
5403 the college catalog.
5404
- 5405 (2) Emeritus faculty will be granted lifetime event, library and faculty parking
5406 privileges, and upon request, lifetime email access.
5407



South Orange County Community College District

ACADEMIC SALARY SCHEDULES 2021-2024

Revision History

Board Approved: 09/27/2021



South Orange County Community College District

Full-time Academic Salary Schedule - Annual

2021-2022

0.75% Increase

(Effective 8/1/2021)

Range	I	II	III	IV	V
Step					
01	74,475	78,612	82,749	86,886	91,023
02	77,233	81,370	85,507	89,644	93,781
03	79,991	84,128	88,265	92,402	96,539
04	79,991	86,886	91,023	95,160	99,297
05	82,749	89,644	93,781	97,918	102,055
6		92,402	96,539	100,676	104,813
07		95,160	99,297	103,434	107,571
08		97,918	102,055	106,192	110,329
09		97,918	104,813	108,950	113,087
10		100,676	107,571	111,708	115,845
11			110,329	114,466	118,603
12			113,087	117,224	121,361
13			115,845	119,982	124,119
14			115,845	122,740	126,877
15			118,603	125,498	129,635
16				128,256	132,393
17				131,014	135,151
18				133,772	137,909
19				133,772	140,667
20				136,530	143,425
21					146,183
22					148,941
23					151,699
24					151,699
25					154,457

Doctoral Stipend: \$4,171

Board Approved: September 27, 2021



South Orange County Community College District

Appendix A

Academic Salary Schedule – Rates for One (1) Lecture Hour Equivalent (LHE)

2021-22

6.174% Increase							
Classroom¹:	Part-time Faculty						
	Full-time / Part-time Faculty Intersession/Summer						
	Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
Semester LHE Rate	1533	1594	1655	1716	1777	1838	1899
Equivalent Hourly LHE Rate (for STRS)	92.35	96.02	99.70	103.37	107.05	110.72	114.40
1 Includes student consultation time							
5.3% Increase							
Classroom:	Full-time Faculty Overload						
	Part-time Non-Classroom Tutorial						
	Other²						
	Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
	1316	1369	1422	1475	1528	1581	1634
	79.28	82.47	85.66	88.86	92.05	95.24	98.43
Stipend Rate - One half (1/2) the rate in Column 7 per 15.9b.(1)(d)							49.215
2 CWE (see Article 15) and Directed (independent) Study (see Article 15) of the Academic Agreement for calculating LHE							
4.86% Increase							
Non-Classroom:	Part-time Faculty						
	Pull-time / Part-time Faculty Intersession/Summer						
	Full-time / Part-time Faculty Substitute						
Library Counseling Learning Disability Tutorial Coordinator	Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
	2414	2511	2608	2705	2802	2899	2996
	72.71	75.63	78.55	81.48	84.40	87.32	90.24

Board Approved: September 27, 2021



South Orange County Community College District

Appendix A

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

2021-22

Range	I	II	III	IV	V
Step					
1	418.40	441.64	464.88	488.12	511.37
2	433.89	457.13	480.38	503.62	526.86
3	449.39	472.63	495.87	519.11	542.35
4	449.39	488.12	511.37	534.61	557.85
5	464.88	503.62	526.86	550.10	573.34
6		519.11	542.35	565.60	588.84
7		534.61	557.85	581.09	604.33
8		550.10	573.34	596.58	619.83
9		550.10	588.84	612.08	635.32
10		565.60	604.33	627.57	650.81
11			619.83	643.07	666.31
12			635.32	658.56	681.80
13			650.81	674.06	697.30
14			650.81	689.55	712.79
15			666.31	705.04	728.29
16				720.54	743.78
17				736.03	759.28
18				751.53	774.77
19				751.53	790.26
20				767.02	805.76
21					821.25
22					836.75
23					852.24
24					852.24
25					867.74

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

Column	1	2	3	4	5	6	7
Classroom	258.37	268.65	278.93	289.21	299.49	309.78	320.06
Non- Classroom	203.43	211.60	219.78	227.95	236.12	244.30	252.47



South Orange County Community College District

Appendix A

Full-time Academic Salary Schedule - Annual

2022-2023

0.76% Increase

(Effective 8/1/2022)

Range	I	II	III	IV	V
Step					
01	75,041	79,210	83,379	87,548	91,717
02	77,820	81,989	86,158	90,327	94,496
03	80,599	84,768	88,937	93,106	97,275
04	80,599	87,547	91,716	95,885	100,054
05	83,378	90,326	94,495	98,664	102,833
06		93,105	97,274	101,443	105,612
07		95,884	100,053	104,222	108,391
08		98,663	102,832	107,001	111,170
09		98,663	105,611	109,780	113,949
10		101,442	108,390	112,559	116,728
11			111,169	115,338	119,507
12			113,948	118,117	122,286
13			116,727	120,896	125,065
14			116,727	123,675	127,844
15			119,506	126,454	130,623
16				129,233	133,402
17				132,012	136,181
18				134,791	138,960
19				134,791	141,739
20				137,570	144,518
21					147,297
22					150,076
23					152,855
24					152,855
25					155,634

Doctoral Stipend: \$4,202

Board Approved: September 27, 2021



South Orange County Community College District

Appendix A

Academic Salary Schedule – Rates for One (1) Lecture Hour Equivalent (LHE)

2022-23

6.52% Increase							
Classroom¹:	Part-time Faculty						
	Full-time / Part-time Faculty Intersession/Summer						
	Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
Semester LHE Rate	1632	1697	1762	1827	1892	1957	2022
Equivalent Hourly LHE Rate (for STRS)	98.31	102.23	106.14	110.06	113.98	117.89	121.81
1 Includes student consultation time							
5.596% Increase							
Classroom:	Full-time Faculty Overload						
	Part-time Non-Classroom Tutorial						
	Other²						
	Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
	1400	1456	1512	1568	1624	1680	1736
	84.34	87.71	91.08	94.46	97.83	101.20	104.58
Stipend Rate - One half (1/2) the rate in Column 7 per 15.9b.(1)(d)							52.29
2 CWE (see Article 15) and Directed (independent) Study (see Article 15) of the Academic Agreement for calculating LHE							
4.86% Increase							
Non-Classroom:	Part-time Faculty						
	Pull-time / Part-time Faculty Intersession/Summer						
	Full-time / Part-time Faculty Substitute						
Library Counseling Learning Disability Tutorial Coordinator	Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
	2433	2530	2627	2724	2821	2918	3015
	73.28	76.20	79.13	82.05	84.97	87.89	90.81

Board Approved: September 27, 2021



South Orange County Community College District

Appendix A

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

2022-2023

Range	I	II	III	IV	V
Step					
01	421.58	445.00	468.42	491.84	515.26
02	437.19	460.61	484.03	507.46	530.88
03	452.80	476.22	499.65	523.07	546.49
04	452.80	491.84	515.26	538.68	562.10
05	468.42	507.45	530.87	554.29	577.71
06		523.06	546.48	569.90	593.33
07		538.67	562.10	585.52	608.94
08		554.29	577.71	601.13	624.55
09		554.29	593.32	616.74	640.16
10		569.90	608.93	632.35	655.78
11			624.54	647.97	671.39
12			640.16	663.58	687.00
13			655.77	679.19	702.61
14			655.77	694.80	718.22
15			671.38	710.42	733.84
16				726.03	749.45
17				741.64	765.06
18				757.25	780.67
19				757.25	796.29
20				772.87	811.90
21					827.51
22					843.12
23					858.74
24					858.74
25					874.35

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

Column	1	2	3	4	5	6	7
Classroom	275.06	286.01	296.97	307.92	318.88	329.83	340.79
Non-Classroom	205.03	213.20	221.38	229.55	237.72	245.90	254.07



South Orange County Community College District

Academic Salary Schedule - Annual

2023-2024

0.742% Increase

(Effective 8/1/2023)

Range	I	II	III	IV	V
Step					
01	75,598	79,798	83,998	88,198	92,398
02	78,398	82,598	86,798	90,998	95,198
03	81,198	85,398	89,598	93,798	97,998
04	81,198	88,198	92,398	96,598	100,798
05	83,998	90,998	95,198	99,398	103,598
06		93,798	97,998	102,198	106,398
07		96,598	100,798	104,998	109,198
08		99,398	103,598	107,798	111,998
09		99,398	106,398	110,598	114,798
10		102,198	109,198	113,398	117,598
11			111,998	116,198	120,398
12			114,798	118,998	123,198
13			117,598	121,798	125,998
14			117,598	124,598	128,798
15			120,398	127,398	131,598
16				130,198	134,398
17				132,998	137,198
18				135,798	139,998
19				135,798	142,798
20				138,598	145,598
21					148,398
22					151,198
23					153,998
24					153,998
25					156,798

Doctoral Stipend: \$4,233

Board Approved: September 27, 2021



South Orange County Community College District

Appendix A

Academic Salary Schedule – Rates for One (1) Lecture Hour Equivalent (LHE)

2023-2024

7.05% Increase							
Classroom¹:	Part-time Faculty						
	Full-time / Part-time Faculty Intersession/Summer						
	Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
Semester LHE Rate	1777	1848	1919	1990	2061	2132	2203
Equivalent Hourly LHE Rate (for STRS)	107.05	111.33	115.60	119.88	124.16	128.43	132.71
1 Includes student consultation time							
6.051% Increase							
Classroom:	Full-time Faculty Overload						
	Part-time Non-Classroom Tutorial						
	Other²						
	Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
	1526	1587	1648	1709	1770	1831	1892
	91.93	95.60	99.28	102.95	106.63	110.30	113.98
Stipend Rate - One half (1/2) the rate in Column 7 per 15.9b.(1)(d)							56.99
2 CWE (see Article 15) and Directed (independent) Study (see Article 15) of the Academic Agreement for calculating LHE							
4.86% Increase							
Non-Classroom:	Part-time Faculty						
	Pull-time / Part-time Faculty Intersession/Summer						
	Full-time / Part-time Faculty Substitute						
Library Counseling Learning Disability Tutorial Coordinator	Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
	2451	2549	2647	2745	2843	2941	3039
	73.83	76.78	79.73	82.68	85.63	88.58	91.54

Board Approved: September 27, 2021



South Orange County Community College District

Appendix A

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

2023-2024

Range	I	II	III	IV	V
Step					
01	424.71	448.30	471.90	495.49	519.09
02	440.44	464.03	487.63	511.22	534.82
03	456.17	479.76	503.36	526.96	550.55
04	456.17	495.49	519.09	542.69	566.28
05	471.90	511.22	534.82	558.42	582.01
06		526.96	550.55	574.15	597.74
07		542.69	566.28	589.88	613.47
08		558.42	582.01	605.61	629.20
09		558.42	597.74	621.34	644.93
10		574.15	613.47	637.07	660.66
11			629.20	652.80	676.39
12			644.93	668.53	692.12
13			660.66	684.26	707.85
14			660.66	699.99	723.58
15			676.39	715.72	739.31
16				731.45	755.04
17				747.18	770.78
18				762.91	786.51
19				762.91	802.24
20				778.64	817.97
21					833.70
22					849.43
23					865.16
24					865.16
25					880.89

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

Column	1	2	3	4	5	6	7
Classroom	299.49	311.46	323.43	335.39	347.36	359.33	371.29
Non-Classroom	206.54	214.80	223.06	231.32	239.58	247.84	256.10



South Orange County Community College District

Appendix A

Column Placement Criteria:

Column I/1*

- Bachelor's Degree.

Column II/2*

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

Column III/3*

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

Column IV/4*

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

Column V/5*

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

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

Board Approved: September 27, 2021

Performance Evaluation Review Faculty

Faculty Name:			
Position:			
Date of Evaluation:		Department:	
Evaluation Period: From:		To:	
			Example: mm/dd/yyyy

The items listed below describe the criteria according to which the faculty member is to be evaluated.

Instructions:

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

Rating scale:

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

ALL FACULTY MEMBERS		Exemplary	Exceeds Standards	Meets Standards	Part. Meets Standards	Unsatisfact.	N/A
		5	4	3	2	1	
PROFESSIONAL GROWTH AND DEVELOPMENT <ul style="list-style-type: none"> <i>Fulfills Professional Development obligation as described in the Master Agreement and reports its completion.</i> 		○	○	○	○	○	○
Evaluator Comments / Improvement Plan							
Faculty Comments							

EFFECTIVENESS		5	4	3	2	1	N/A
		<ul style="list-style-type: none"> <i>Demonstrates current knowledge of discipline and necessary skills.</i> <i>Consults with department chair and/or dean on matters pertaining to departmental issues and concerns.</i> <i>Expresses ideas clearly and accurately, both verbally and in writing.</i> <i>Demonstrates use of current technology to improve quality of work.</i> 		○	○	○	○
Evaluator Comments / Improvement Plan							
Faculty Comments							

ADHERENCE TO DISTRICT POLICIES/MASTER AGREEMENT		5	4	3	2	1	N/A
<p>Full- and part-time faculty</p> <ul style="list-style-type: none"> Follows the regulations, policies, and procedures of the college and district as published. Reports assessment data on student learning outcomes, administrative unit outcomes, and/or student services outcomes. Completes all program/college/district reporting deadlines on time. Completes and submits required documents in a timely manner. Follows district and college policies and procedures when applying for and accepting grants and other instructional resources. Teaches classes during the scheduled time and at the assigned location. Meets workload obligations. 		○	○	○	○	○	○
<p>Full-time faculty only</p> <ul style="list-style-type: none"> Participates in curriculum development and program review. Maintains regular office hours as required, and provides a copy of that schedule to the division/school dean each semester. 							
Evaluator Comments / Improvement Plan							
Faculty Comments							

STUDENT RELATIONS AND SERVICE		5	4	3	2	1	N/A
<ul style="list-style-type: none"> Fosters professional relationships with students and encourages open faculty/student interaction. Maintains a professional atmosphere that is conducive to learning. Considers the academic and individual needs of each student, and when necessary, refers the student for additional assistance from other college services. Responds to student communications when appropriate. Demonstrates awareness of and sensitivity to cultural, ethnic, gender, and other individual differences in interactions with students. 		○	○	○	○	○	○
Evaluator Comments / Improvement Plan							
Faculty Comments							
		5	4	3	2	1	N/A

FACULTY, STAFF, AND ADMINISTRATION/MANAGEMENT RELATIONS <ul style="list-style-type: none"> • <i>Develops positive professional relationships.</i> • <i>Responds to communications when appropriate.</i> • <i>Demonstrates teamwork and willingness to support program/college/district initiatives.</i> 		<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Evaluator Comments / Improvement Plan							
Faculty Comments							

COMMITTEE/COLLEGE SERVICE CONTRIBUTION		5	4	3	2	1	N/A
<i>Completes committee contribution through participation in one or more of the following:</i> <ul style="list-style-type: none"> • <i>Committee work on the department, division/school, college, and/or district level.</i> • <i>Non-classroom college, district, or community activities.</i> • <i>Meetings convened by division/school dean, vice president, president, and/or district administrators.</i> • <i>Department/division/school functions (e.g., advisory committees, department graduations, concerts and recitals, student outreach activities, and athletic events).</i> • <i>Student activities (e.g., club advisement and supervisor of student events).</i> 		<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Evaluator Comments / Improvement Plan							
Faculty Comments							

CLASSROOM FACULTY MEMBERS		Exemplary	Exceeds Standards	Meets Standards	Part. Meets Standards	Unsatisfact.	N/A
		5	4	3	2	1	
CLASS PREPARATION AND IMPLEMENTATION <ul style="list-style-type: none"> Fulfills requirements of the Course Outline of Record. Selects textbooks, supplementary materials, and/or supplies for assigned courses. Chooses appropriate course materials and assessment techniques for course objectives. Develops and maintains course syllabi for assigned courses consistent with the Course Outline of Record. Informs students of learning outcomes (SLOs), class procedures, and grading policies at the beginning of the semester. Makes available a course syllabus to all students and the division/school dean within the first week of class, including distance education classes, that covers the class requirements, SLOs, grading criteria, and attendance requirements. Uses classroom time efficiently. Reports final grades to Admissions, Records, and Enrollment Services by the announced deadline. 		○	○	○	○	○	○
Evaluator Comments / Improvement Plan							
Faculty Comments							

DISCIPLINE KNOWLEDGE		5	4	3	2	1	N/A
<ul style="list-style-type: none"> Demonstrates knowledge of the subject matter through a command of information, an ability to interpret that information, and an ability to answer questions about the course syllabus. Guides student learning consistent with student needs and the course outline of record. 		○	○	○	○	○	○
Evaluator Comments / Improvement Plan							
Faculty Comments							

INSTRUCTIONAL DELIVERY		5	4	3	2	1	N/A
<ul style="list-style-type: none"> Maintains an effective instructional environment in the classroom or its equivalent. Makes use of technology and learning materials that are current, supports the lesson, and enables students to engage with the material. Keeps the class discussion or lab focused. Guides student learning consistent with student needs and the course syllabus. Encourages students to ask questions and participate in class discussions. Speaks clearly and at an appropriate pace. Utilizes appropriate instructional modes of delivery (e.g. lecture, discussion, small group, whiteboard, technology, etc.). Effectively responds to students' questions/concerns. Demonstrates consideration of differing perspectives. Encourages student learning, critical thinking, and academic initiative. 		○	○	○	○	○	○
Evaluator Comments / Improvement Plan							
Faculty Comments							

STUDENT CONTACT AND SERVICE		5	4	3	2	1	N/A
<ul style="list-style-type: none"> Establishes and maintains a framework for regular and sustained contact with/among students if teaching distance education courses. Keeps students informed of their class progress. Responds to and evaluates student work in a reasonable amount of time. Effectively responds to students' questions/concerns. 		○	○	○	○	○	○
Evaluator Comments / Improvement Plan							
Faculty Comments							

COUNSELORS/LEARNING DISABILITY SPECIALISTS		Exemplary	Exceeds Standards	Meets Standards	Part. Meets Standards	Unsatisfact.	N/A
		5	4	3	2	1	
PREPARATION AND IMPLEMENTATION <ul style="list-style-type: none"> Effectively communicates with other departments and with faculty to provide counseling services that meet the needs of all disciplines. Chooses appropriate materials and techniques for workshops and advisement. 		○	○	○	○	○	○
Evaluator Comments / Improvement Plan							
Faculty Comments							

DISCIPLINE KNOWLEDGE		5	4	3	2	1	N/A
DISCIPLINE KNOWLEDGE <ul style="list-style-type: none"> Demonstrates knowledge of college departments, articulation agreements with four-year institutions, and community resources and agencies related to guidance and counseling. Effectively administers and interprets appropriate tests (onsite or online) to support student success. Employs appropriate theories and techniques to facilitate student development. 		○	○	○	○	○	○
Evaluator Comments / Improvement Plan							
Faculty Comments							

COUNSELING DELIVERY		5	4	3	2	1	N/A
		<ul style="list-style-type: none"> Provides comprehensive academic, career, and personal counseling to students. Provides guidance and information to students regarding the selection of major, choice of job/career path, and creation of academic plans. Develops and coordinates intervention strategies (ex. at risk students). Employs knowledge and skills necessary to counsel students about matriculation processes, college programs and transfer requirements. Effectively uses technology and databases necessary to assist students in achieving their academic goals. Provides crisis intervention and support as appropriate. Effectively uses student contact time. Responds appropriately to student needs. 	○	○	○	○	○
Evaluator Comments / Improvement Plan							
Faculty Comments							

STUDENT REFERRAL AND FOLLOW-UP		5	4	3	2	1	N/A
		<ul style="list-style-type: none"> Effectively confers with faculty and staff regarding individual students when appropriate. Refers students to campus support services and community agencies when appropriate. Responds to and advises students on progress in a reasonable timeframe. 	○	○	○	○	○
Evaluator Comments / Improvement Plan							
Faculty Comments							

LIBRARIANS		Exemplary	Exceeds Standards	Meets Standards	Part. Meets Standards	Unsatisfact.	N/A
		5	4	3	2	1	
GENERAL DUTIES AND RESPONSIBILITIES <ul style="list-style-type: none"> Implements library rules and regulations. Assists in the preparation of reports on library activities and resources. Coordinates with dean regarding directing and overseeing the day-to-day duties of library assistants, technicians, and student aides. Communicates clearly and effectively with colleagues, faculty, students, and other library users. Demonstrates knowledge and competencies in emerging informational technology. Completes assignments and projects in a timely manner. Demonstrates knowledge of the library's collection. 		○	○	○	○	○	○
Evaluator Comments / Improvement Plan							
Faculty Comments							

INQUIRIES AND REFERENCE SERVICES		5	4	3	2	1	N/A
INQUIRIES AND REFERENCE SERVICES <ul style="list-style-type: none"> Provides reference service to colleagues, students, faculty, and other library users. Works with students in analyzing and understanding assignments and projects. Advises and assists students in devising and executing a search strategy. Recommends appropriate library resources. Provides instruction in the use of reference materials. Interacts in a courteous and approachable manner with library users. Maintains currency in reference materials. 		○	○	○	○	○	○
Evaluator Comments / Improvement Plan							
Faculty Comments							

LEARNING MATERIAL ACQUISITION AND MAINTENANCE <ul style="list-style-type: none"> • <i>Participates in the selection and deselection of learning resources materials within the general guidelines of the collection development policy.</i> • <i>Contributes to the processing and maintenance of learning resources.</i> • <i>Coordinates selection of library material with discipline experts.</i> • <i>Evaluates and recommends systems, equipment and software for all learning resource applications.</i> • <i>Utilizes data-driven evaluation of the library's collection and usage.</i> 		5	4	3	2	1	N/A
		○	○	○	○	○	○
Evaluator Comments / Improvement Plan							
Faculty Comments							

INSTRUCTIONAL SUPPORT <ul style="list-style-type: none"> • <i>Provides instruction, both formal and informal, in the use of library resources and services.</i> • <i>Confers with classroom faculty on library orientation activities for their classes.</i> • <i>When leading workshops, uses the time effectively and promotes student engagement.</i> 		5	4	3	2	1	N/A
		○	○	○	○	○	○
Evaluator Comments / Improvement Plan							
Faculty Comments							

COACHES		Exemplary	Exceeds Standards	Meets Standards	Part. Meets Standards	Unsatisfact.	N/A
		5	4	3	2	1	
ATHLETIC SCHEDULE, EVENTS, AND ACTIVITIES <ul style="list-style-type: none"> Establishes and adheres to a schedule of scrimmages, practices, and competitions; and holds team meetings as needed. Submits in a timely manner schedules for practice and competitive events to the dean/athletic director for approval. Attends and coaches assigned practices and competitions. Creates player development plans. Maintains professional conduct in relation to all attendees and participants during competitive events. Notifies the appropriate offices when an event has been postponed or cancelled. Coordinates transportation, meals, and lodging for the team when necessary. Cooperates with the athletics department in maintaining adequate and accurate records. 		○	○	○	○	○	○
Evaluator Comments / Improvement Plan							
Faculty Comments							

ATHLETIC ELIGIBILITY AND RECRUITMENT		5	4	3	2	1	N/A
ATHLETIC ELIGIBILITY AND RECRUITMENT <ul style="list-style-type: none"> Complies with the recruiting guidelines established by college administration and the California Community College Athletic Association (CCCAA). Adheres to the athletic department academic eligibility procedures for student athletes. Develops and implements a comprehensive recruiting plan. 		○	○	○	○	○	○
Evaluator Comments / Improvement Plan							
Faculty Comments							

STUDENT ATHLETE SUPPORT AND ACADEMIC SUCCESS <ul style="list-style-type: none"> • <i>Cooperates with athletic counselor(s) and other appropriate staff in support of the academic success of student athletes.</i> • <i>Maintains contact with student athletes during the off-season and summer months.</i> 		5	4	3	2	1	N/A
		○	○	○	○	○	○
Evaluator Comments / Improvement Plan							
Faculty Comments							

SUMMARY OF WORKSPACE EVALUATION

--

COMMENDATIONS

--

RECOMMENDATIONS AND PLANS FOR PERFORMANCE IMPROVEMENT

--

Overall Assessment

Refer to rating descriptions when completing this section

<input type="radio"/> 5 – Exemplary	<input type="radio"/> 4 – Exceeds Standards	<input type="radio"/> 3 – Meets Standards	<input type="radio"/> 2 – Partially Meets Standards	<input type="radio"/> 1 – Unsatisfactory
--	--	--	--	---

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

Faculty Comments:

Faculty Signature: _____ Date: _____

Dean Comments:

Dean/Assistant Dean Signature: _____ Date: _____

Vice President Comments:

Vice President Signature: _____ Date: _____

President Comments:

President Signature: _____ Date: _____

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT****Transfer of Evaluation Form**

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



SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

Office of Human Resources

949.582.4850 | www.socccd.edu

Statement of Grievance – Academic

Grievant Name		Division/School	
	ATEP	Irvine Valley College	Saddleback College
Number		Date of Alleged Grievance	
Date of Last Informal Discussion		Date of Oral Response	

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

--

Statement of Alleged Violation (Provide Complete Facts):

--

Relief Requested to Resolve this Grievance:

--

Signature of Grievant

Date Grievance Filed

Signature of Grievance Chair, SOCCCD-FA

Date

October 2021

Level One: Immediate Supervisor

Determination on Alleged Grievance:				
Date of Receipt:			Date of Response:	
Disposition of Grievance:	Resolved		Denied	

 Signature
Level Two: College President of Designee

Determination on Alleged Grievance:				
Date of Receipt:			Date of Response:	
Disposition of Grievance:	Resolved		Denied	

 Signature
Level Three: Chancellor or Designee

Determination on Alleged Grievance:				
Date of Receipt:			Date of Response:	
Disposition of Grievance:	Resolved		Denied	

 Signature
Level Four: Mediation

Determination on Alleged Grievance:				
Date of Receipt:			Date of Response:	
Disposition of Grievance:	Resolved		Denied	

Signature

Level Five: Request for Arbitration

This is notification that the SOCCCD Faculty Association hereby requests that this grievance be submitted to a neutral arbitrator. It is understood that both the District and Faculty Association shall be bound by all provisions of Article 15, Section D, of the Academic Employee Master Agreement.					
Date of Receipt:			Date of Response:		
Disposition of Grievance:	Resolved		Denied		

Signature
SOCCCD Faculty Association Representative

Office of Human Resources

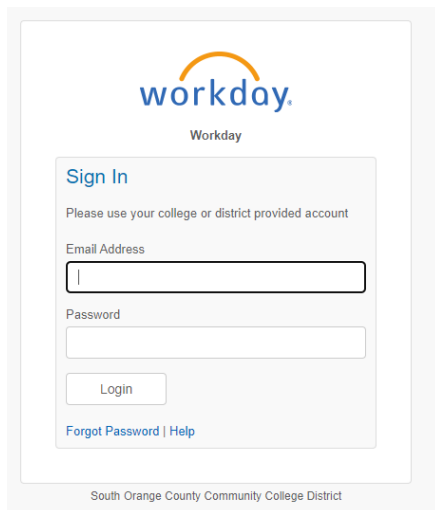
Workload Banking Leave Request

Workday Instructions

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

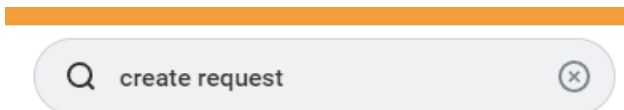
Saddleback: 949-582-4600

IVC: 949-451-5696



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

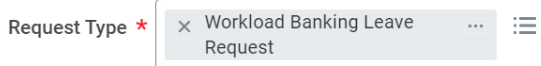
Step 2 – Once logged in, enter “create request” into the search field at the top of the screen.



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

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

Create Request



The image shows a dropdown menu for 'Request Type'. The selected option is 'Workload Banking Leave Request'. There is a red asterisk next to the label 'Request Type'.



The image shows two buttons: an orange 'OK' button and a grey 'Cancel' button.

Step 4 – Complete the request.

Workload Banking Leave Request

Eligibility Requirements to Request Workload Banking Leave:

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

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

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

Requested year for Leave of Absence (Required)

☐ 2022

☐ 2023

☐ 2024

☐ 2025

Requested Semester for Leave of Absence (Required)

☐ Fall

☐ Spring

Enter the number of LHE Requested for Leave of Absence

0

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

☐ Yes, I certify

☐ I decline to certify

Submit

Save for Later

Cancel

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

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the 3rd of September, 2021.

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

Signature On File

Marcia Milchiker

President, Board of Trustees

Signature On File

Kathleen F. Burke

Chancellor

Signature On File

Cindy Vyskocil

Vice Chancellor, Human Resources

Signature On File

Marina Aminy

Dean, Online Education & Learning Resources

Signature On File

Karen Dubert

Director, Employee Relations & Title IX
Compliance

Signature On File

Christina Hinkle

Dean, Social & Behavioral Sciences

Signature On File

Kim McCord

Executive Director, Fiscal Service/Comptroller

Signature On File

Christopher McDonald

Vice President, Instruction

Signature On File

Joseph Poshek

Dean, Arts, Library & Online Education

Signature On File

Tram Vo-Kumamoto

Vice President, Instruction

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT
FACULTY ASSOCIATION

Signature On File

Lewis Long

President, SOCCCD-FA

Signature On File

Claire Cesareo

Chief Negotiator

Signature On File

Susan Bliss

Negotiating Team Member

Signature On File

Melanie Haeri

Negotiating Team Member

Signature On File

Jenny Langrell

Negotiating Team Member

Signature On File

Kurt Meyer

Negotiating Team Member

Signature On File

Parisa Soltani

Negotiating Team Member

Signature On File

Kim Widdes

Executive Director, Human Resources