

1                                   **TENTATIVE AGREEMENT BETWEEN THE**  
2                                   **SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT AND THE**  
3                                   **SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT FACULTY**  
4                                   **ASSOCIATION, CTA/NEA**

5  
6                                   **September 4, 2024**  
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8   This Tentative Agreement between the South Orange County Community College District  
9   and the South Orange County Community College District Faculty Association, CTA/NEA  
10 (hereinafter referred to as the "Association") is expressly made pursuant to the Education  
11 Employment Relations Act and the Collective Bargaining Agreement between the parties.  
12

13   The agreement applies only to the Article set forth below. All other provisions of the  
14 Collective Bargaining Agreement shall be deemed to remain unchanged except as set  
15 forth below or as otherwise mutually agreed:  
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17                                   **ARTICLE 1**  
18                                   **AGREEMENT**  
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- 20   1.1.   The Articles and Provisions contained herein constitute a bilateral and binding  
21   agreement ("Agreement") by and between the South Orange County Community  
22   College District ("District") and the South Orange County Community College  
23   District Faculty Association ("Association"), an affiliate of California Teacher  
24   Association (CTA) and the National Education Association (/NEA), employee  
25   organizations.  
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27   1.2.   This Agreement is entered into pursuant to the Educational Employment  
28   Relations Act (EERA) [Chapter 10.7, Sections 3540-3549 of the Government  
29   Code].  
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31   1.3.   This Agreement shall remain in full force and effect from July 1, ~~2024~~ until June  
32   30, 2027.  
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36   **South Orange County Community**  
37   **College District**

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41   For SOCCCD  
42   Dr. Cindy Viskocil  
43   Vice Chancellor, Human Resources  
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45                                   9.4.24  
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47   Date

36   **South Orange County Community College**  
37   **District Faculty Association, CTA/NEA**

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41   For SOCCCD-FA  
42   Claire Cesareo  
43   Chief Negotiator  
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45                                   9/4/2024  
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47   Date

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**TENTATIVE AGREEMENT BETWEEN THE  
SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT AND THE  
SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT FACULTY ASSOCIATION,  
CTA/NEA**

**September 29, 2023**

This Tentative Agreement between the South Orange County Community College District and the South Orange County Community College District Faculty Association, CTA/NEA (hereinafter referred to as the "Association") is expressly made pursuant to the Education Employment Relations Act and the Collective Bargaining Agreement between the parties.

The agreement applies only to the Article set forth below. All other provisions of the Collective Bargaining Agreement shall be deemed to remain unchanged except as set forth below or as otherwise mutually agreed:

**ARTICLE 6  
ASSOCIATION RIGHTS**

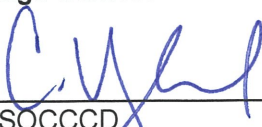
[.....]

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 the Office of the Vice Chancellor of Human Resources District no later than May 1st for the fall semester and October 1st for the spring semester.

[.....]

**South Orange County Community  
College District**

  
\_\_\_\_\_  
For SOCCCD  
Dr. Cindy Vyskocil  
Vice Chancellor, Human Resources

Date

9/29/23

**South Orange County Community College  
District Faculty Association, CTA/NEA**

  
\_\_\_\_\_  
For SOCCCDFA  
Claire Cesareo  
Chief Negotiator

Date

9/29/23

1                                    **TENTATIVE AGREEMENT BETWEEN THE**  
2                                    **SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT AND THE**  
3                                    **SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT FACULTY ASSOCIATION,**  
4                                    **CTA/NEA**

5  
6                                    **July 3, 2024**  
7

8 This Tentative Agreement between the South Orange County Community College District and the  
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14 provisions of the Collective Bargaining Agreement shall be deemed to remain unchanged except  
15 as set forth below or as otherwise mutually agreed:  
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17                                    **ARTICLE 9**  
18                                    **UNIT STABILITY**

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20 [.....]

21  
22 9.2. Alteration of existing positions  
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24                    a. Except as set forth below, no position or job title filled by a faculty member, or the  
25 duties and responsibilities delineated in the job announcement for which the  
26 faculty member was hired, shall be altered during the term of the agreement  
27 without mutual agreement between the District and the Association unless that  
28 position or job title has been permanently vacated. The job announcement under  
29 which a faculty member is hired shall be maintained in the personnel file.  
30


31                    b. A faculty member’s duties and responsibilities delineated in the job  
32 announcement for which the faculty member was hired may be modified by  
33 ~~mutual agreement between~~ the District ~~and the Association~~ while the faculty  
34 member is in their position if the change is necessary to provide the faculty  
35 member with a full load for temporary appointment. The temporary  
36 appointment is not to exceed two semesters and must be in a discipline for  
37 which the faculty member meets minimum qualifications and has placed on  
38 their disciplines list in accordance with Article 22 which is within the  
39 faculty member’s minimum qualifications. The temporary appointment may  
40 be extended beyond two years semesters by mutual consent agreement  
41 between the District and the Association.  
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43 9.3. Vacant positions  
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45                    a. Vacancies shall be posted for a minimum of ~~ten (10)~~thirty (30) business days  
46 prior to being filled.  
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48 [.....]  
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52 **South Orange County Community**  
53 **College District**

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57 For SOCCCD  
58 Dr. Cindy Vyskocil  
59 Vice Chancellor, Human Resources

60  
61  
62 7.3.24

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63 Date

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**South Orange County Community College**  
**District Faculty Association, CTA/NEA**



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For SOCCCD-FA  
Claire Cesareo  
Chief Negotiator

8/17/2024

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**TENTATIVE AGREEMENT BETWEEN THE  
SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT AND THE  
SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT FACULTY ASSOCIATION,  
CTA/NEA**

**September 29, 2023**

This Tentative Agreement between the South Orange County Community College District and the South Orange County Community College District Faculty Association, CTA/NEA (hereinafter referred to as the "Association") is expressly made pursuant to the Education Employment Relations Act and the Collective Bargaining Agreement between the parties.

The agreement applies only to the Article set forth below. All other provisions of the Collective Bargaining Agreement shall be deemed to remain unchanged except as set forth below or as otherwise mutually agreed:

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

[.....]

13.3. Copyright and Intellectual Property Ownership

a. Faculty Ownership

[.....]

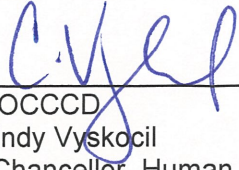
b. District ownership

- (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.
- (3) The college will have the right of "non-exclusive license" to course content **during the semester the course is taught and** for a period **of not to exceed** one year **during and** after course completion **only** for the **sole** purpose of allowing students to complete a course for which the content was created and when the faculty member is no longer available to complete the course.

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**South Orange County Community  
College District**

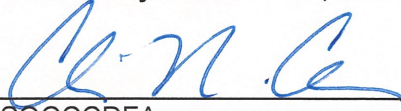


For SOCCCD  
Dr. Cindy Vyskocil  
Vice Chancellor, Human Resources

9/29/23

Date

**South Orange County Community College  
District Faculty Association, CTA/NEA**



For SOCCCDFA  
Claire Cesareo  
Chief Negotiator

9/29/23

Date

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**TENTATIVE AGREEMENT  
BETWEEN THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT  
AND THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT FACULTY  
ASSOCIATION, CTA/NEA**

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**August 30, 2024**

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This Tentative Agreement between the South Orange County Community College District and the South Orange County Community College District Faculty Association, CTA/NEA (hereafter referred to as the "Association") is expressly made pursuant to the Education Employment Relations Act and the Collective Bargaining Agreement between the parties. This Tentative Agreement supersedes the agreement signed on May 7, 2024.

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The following tentative agreement is intended to apply only to the Article set forth below. All other provisions of the Collective Bargaining Agreement shall be deemed to remain unchanged except as set forth below or as otherwise mutually agreed:

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

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14.1. Right of Assignment

- a. The dean has the right to assign and/or approve each faculty member's workload. **For course sections intended primarily for high school students, the assignment shall be made by mutual agreement between the dean/academic administrator and the faculty member.**
- 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. **One of the 178 duty days shall be the date of commencement where attendance is required. Two of the 178 duty days may be used for District directed training not to exceed 6 hours per day as directed by the Chancellor. The hours can be completed at any time during the semester in which they are assigned.**

14.3. Hours of Service

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- 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.
  - (2) Non-classroom Assignment (Librarians, Counselors, and Learning Disability Specialists):
    - (a) **Librarians and Learning Disability Specialists will be assigned Thirty (30) hours per week, including finals week, of direct student contact, outreach, and program specific assignments, as assigned by the dean/academic administrator. Counselors will be assigned thirty (30) hours per week as direct student appointment hours, including finals week, unless otherwise assigned by the dean/academic administrator.**
    - (b) Five (5) office hours per week **to be used primarily for student follow-up, transcript evaluation, non-college service committee attendance, and/or other student-related work as approved by the dean/academic administrator.**
    - (c) An average of one (1) hour per week of college service.
  - (3) Reassignment:
    - (a)** Faculty members who are on reassignment will perform two (2) hours per week, including finals week, of work related to the reassignment project for each LHE of reassigned time (as described in article 15.9.b(2)).
    - (b)** In consultation with the supervising administrator, faculty with reassigned time may convert their office hours to reassigned work proportionate to the amount of load being reassigned (e.g., a faculty member with 60% reassigned time may reduce their office hours by three (3) hours per week and convert those hours to the same reassigned work to which they are assigned).
    - (c)** College service obligation remains the same as a normal load.



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b. Part-time faculty members are expected to fulfill the following:

(1) Classroom Assignment:

- (a) Provide one hour per week for each LHE of assigned classroom or equivalent instruction.
- (b) Provide one hour per week for each LHE of assigned classroom or equivalent instruction for grading, record keeping, and classroom preparation.
- (c) Conduct an average of twenty (20) minutes of student consultation and appointments per week, including finals' week, for each assigned LHE of classroom or equivalent instruction. Such advisement may take place either in person, or through telephone or on-line (e.g., the approved District LMS or e-mail) consultation.

~~(d) Participate in up to 67% of an hour per week of college service, proportionate to the percentage of full-time load they are assigned each semester.~~

~~(d) Classroom part-time faculty may be approved for up to 1.5 hours per semester of optional professional development training with a focus on effective and equitable teaching and learning practices or other DEIA related training in support of students. Additional hours of paid professional development may be approved by the appropriate vice president. Such training shall be paid at the hourly stipend rate.~~

(2) Non-classroom Assignment:

~~(a) Provide one hour per week, including finals week, of direct student contact, outreach, and program specific assignments, for each LHE of assigned advisement.~~

~~(b) Non-classroom part-time faculty may be approved for up to 1.5 hours per semester of optional professional development training with a focus on effective and equitable teaching and learning practices or other DEIA related training in support of students. Additional hours of paid professional development may be approved by the appropriate vice president. Such training shall be paid at the hourly stipend rate.~~

~~(b) Conduct an average of twenty (20) minutes of student consultation and appointments per week, including finals' week, for each assigned LHE of classroom or equivalent instruction. Such advisement may take place either in person, or through telephone or on-line (e.g., the approved District LMS or e-mail) consultation.~~

153 ~~(c) Participate in up to 67% of an hour per week of college~~  
154 ~~service, proportionate to the percentage of full-time load they~~  
155 ~~are assigned each semester.~~  
156

157 14.4. Professional Duties within the Hours of Service

158 a. Each faculty member shall:

- 160 (1) Comply with their individual workload assignments.
- 161
- 162 (2) Comply with the applicable Course Outline of Record(s) (COR) for their
- 163 assignment(s).
- 164
- 165 (3) Participate in SLO assessment and, for full-time members, program
- 166 review, college accreditation processes, and curriculum and program
- 167 development, updates, and technical/program reviews, as appropriate.
- 168
- 169 (4) Make a syllabus accessible to students and upload to a District-approved
- 170 repository. **In addition, the syllabus for each faculty member shall**
- 171 **contain SLOs matching the COR and must be clearly titled as SLOs.**
- 172
- 173
- 174 (5) Respond to and evaluate student work regularly and consistently, inform
- 175 students on a timely basis of their progress in the course throughout the
- 176 term, and report final grades to Admissions, Records, and Enrollment
- 177 Services by an announced deadline each term.
- 178
- 179 (6) Respond to student academic concerns, as appropriate, in a timely
- 180 manner.
- 181
- 182 (7) Report all personal absences to the dean as required by District policy.
- 183
- 184 **(8) Approve all individual stipends in a timely manner Respond to**
- 185 **school/division requests in a timely manner (including but not**
- 186 **limited to stipend approvals, teaching assignment requests, activity**
- 187 **letters, and bookstore submissions, including ZTC/OER).**
- 188
- 189 **(98)** Complete training once every two years in Title IX (20 U.S. Code §1681
- 190 et seq.) / unlawful discrimination prevention; and any other training
- 191 mandated by law. **Complete up to four hours of additional training per**
- 192 **academic year determined to be required mandatory; two of these will**
- 193 **be directed by the District and two will be mutually agreed upon by**
- 194 **the District and the Association. Two of the four additional hours will**
- 195 **be by mutual agreement between the District and the Faculty**
- 196 **Association.** Part-time faculty members will receive compensation for
- 197 training according to the appropriate stipend rate if required to attend.
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- 199 **(109)** First-year probationary faculty members will attend college and District
- 200 orientation meetings during the fall semester professional development
- 201 week.
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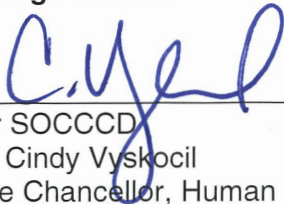
(1110) Full-time faculty members shall attend participate in the commencement ceremony, or appropriate graduation for Nursing faculty the Nursing pinning ceremony, unless participating in a different coincidental District duty (e.g., a coach attending an athletic competition which coincides with the commencement ceremony). Full-time faculty who fail to attend participate in the commencement ceremony shall report their absence per District policy and will have one-half (1/2) day of appropriate leave deducted. Faculty attendance will be taken at commencement.

(12) Tenured faculty members shall complete one (1) peer observation per semester, as described in Article 17. Tenured faculty members voluntarily serving as a peer observer for more than one (1) faculty member's peer observation per semester may apply this time to their college service requirement.

(1311) 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). A portion of a faculty member's professional development obligation hours must be fulfilled by DEIA designated programming or programming designed to increase teaching and learning effectiveness. These hours may be completed at any point during the contract year and must be entered into a District-designated repository by June 15.

(13) Part-time faculty members shall complete up to 67% of the required full-time faculty professional development obligations, proportionate to the percentage of full-time load they are assigned each semester.

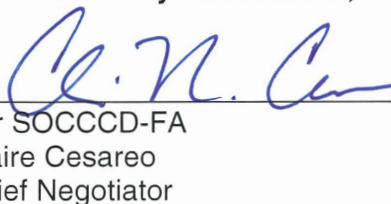
South Orange County Community College District



For SOCCCD  
Dr. Cindy Vyskocil  
Vice Chancellor, Human Resources

8/30/24  
Date

South Orange County Community College District Faculty Association, CTA/NEA



For SOCCCD-FA  
Claire Cesareo  
Chief Negotiator

8/30/24  
Date

1 **TENTATIVE AGREEMENT BETWEEN THE**  
2 **SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT AND THE**  
3 **SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT FACULTY ASSOCIATION,**  
4 **CTA/NEA**  
5

6 **August 30, 2024**  
7

8 This Tentative Agreement between the South Orange County Community College District and the  
9 South Orange County Community College District Faculty Association, CTA/NEA (hereafter  
10 referred to as the “Association”) is expressly made pursuant to the Education Employment  
11 Relations Act and the Collective Bargaining Agreement between the parties.  
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13 The following tentative agreement is intended to apply only to the Article set forth below. All other  
14 provisions of the Collective Bargaining Agreement shall be deemed to remain unchanged except  
15 as set forth below or as otherwise mutually agreed:  
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17 **ARTICLE 15**  
18 **WORKLOAD**  
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20 15.1. Workload – General Provisions  
21

22 All faculty members covered by the Master Agreement are by definition  
23 instructional/teaching faculty, and their regular contracted duties and responsibilities are  
24 instructional and teaching in nature.  
25

26 15.2. Instructional Activities  
27

28 a. Categories of Instructional Activities for which LHE is Assigned  
29

30 For the purposes of determining faculty loads, each instructional activity will be  
31 assigned to one of the following five categories as defined in Article 4.  
32

- 33 (1) Lecture
- 34 (2) Laboratory
- 35 (3) Practicum
- 36 (4) Learning Center/Tutorial
- 37 (5) Library, Counseling Services, and Learning Disability Specialists  
38 (Instructional Activities)
- 39

40 An application process to reclassify courses to a different category will be  
41 instituted by the District each spring semester. A committee comprised of  
42 representatives of the colleges and/or District Services, the Academic Senates of  
43 each college, and the Faculty Association will meet annually, when necessary, in  
44 order to consider these applications. Changes made during this process will go  
45 into effect the following spring semester.  
46

47 b. Lecture, Laboratory, Practicum and Tutorial Assignments:  
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- 49 (1) Full-time faculty members who instruct lecture, laboratory, practicum and  
50 tutorial courses will be assigned 30-32 LHE per academic year. The  
51 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. **Or, aA faculty member may be required, with the agreement of in consultation with the Association, to teach more than three (3), but no more than five (5), separate preparations in a given semester in the unusual circumstance whenre a faculty member cannot otherwise make load. If mutual agreement cannot be reached, the college president shall make the final decision after consultation with the Association.**
- (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)

$$\begin{array}{rcl}
 3 \text{ Hours Lecture} & = & 3 \text{ LHE} \\
 6 \text{ Hours Practicum} & = & \underline{5 \text{ LHE}} \\
 & & 8 \text{ LHE for load}
 \end{array}$$

- (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

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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

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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) Librarians **and Counselors** may **be assigned include** a maximum of 6 LHE of classroom assignment per semester within their workload **assignment if approved by the dean/academic administrator.**
- ~~(b) **Counselors may include a maximum of 3 LHE of classroom assignment per semester within their workload assignment if approved by the dean/academic administrator.**~~
- ~~(cb)~~ Learning Disability Specialists' assignments may vary.

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

### 15.3. Overload

- a. All overload assignments are voluntary.**
- ba.** The dean will consider full-time faculty for overload assignments before part-time faculty members receive assignments. **A full-time faculty member's overload will be used to replace that faculty member's regular load should classes get cancelled. In such cases that if overload is used to make regular load, the overload may will not be replaced.**
- cb.** Overload assignments may not exceed ten (10) LHE per semester. **In an emergency situation, Aan exception may be made that allows a faculty member to exceed 10 LHE of overload with the approval of the by the College President Vice Chancellor of Human Resources if an emergency circumstance occurs.**
- de.** Only full-time faculty members can work overload.



254 **ed.** Instructional assignments outside the traditional Fall and Spring semester do not  
255 constitute an overload assignment.

256  
257 **fe.** Overload assignments will be calculated by the following ratios and compensated  
258 in accordance with the appropriate academic salary schedule:

259

	<u>Contact Hours</u>	<u>LHE</u>
261 Lecture	1	1
262 Laboratory	1	1
263 Practicum	1	1
264 Learning Center/Tutorial	2	1

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	<u>Clock Hours</u>	<u>LHE</u>
268 Tutorial Coordination	2	1
269 Library	2	1
270 Counseling	2	1
271 Learning Disability	2	1

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273 15.4. Part-Time Workload

274  
275 Part-time faculty members may be assigned lecture and non-lecture workload  
276 assignments. The dean has the right to assign and approve each part-time faculty  
277 member's workload.

278  
279 a. Part-time faculty members may accept employment and workload assignments.  
280 The following consideration, order of employment (offer), and conditions apply in  
281 order of priority for the fall and spring semesters:

282  
283 (1) Full-time faculty members will receive their assigned workloads and  
284 appropriate overload(s).

285  
286 (2) Part-time faculty members establish priority rehire eligibility and receive  
287 assignments as follows:

288  
289 (a) Priority rehire eligibility is established in each program or  
290 department within each college separately, and is not transferable.

291  
292 i. Classified employees and managers teaching part-time are  
293 not eligible for priority rehire eligibility.

294  
295 ii. Assignments to coach an intercollegiate sport, related  
296 intercollegiate sections, and other part-time teaching  
297 assignments specifically connected to the intercollegiate  
298 coaching duties cannot be used to establish priority rehire  
299 eligibility for kinesiology/athletics assignments.

300  
301 **iii. Assignments to serve as a substitute instructor-a**  
302 **class are not PRE eligible teach a section for less than**  
303 **50 100% of the term for which the class is scheduled**  
304 **to run are not PRE eligible.**

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(b) The part-time faculty priority rehire eligibility list will be updated at the end of every fall semester to be used for the following academic year (fall/spring).

- 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. D 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 program or department within the college for at least three academic years;
- ii. have held an assignment in the program or department within the college 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 program or department within the college;

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- 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.

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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 or while a part-time faculty member is under formal or informal investigation, the District has the following options:

1) the part-time faculty member can be offered one section class the following semester regardless of PRE status; or

2) the District can decide to suspend the employee’s PRE status for one semester while an investigation is conducted; and

(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.

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- 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.
  
- (iii) In the event that a part-time faculty member’s load was reduced as described above, and the follow-up evaluation is “Satisfactory” or better, the reduced semester will not be used in the average calculation for PRE status. If a part-time faculty member is under investigation and ultimately exonerated of the charges, the reduced semester will not be used in the average calculation of PRE status when such a request is formally made to the Vice Chancellor of Human Resources by the Association. the unit member can prepare a written request to the area vice president to have the LHE restored for PRE consideration in the next PRE cycle. Restoration is at the discretion of the college.**
  
- (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

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(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.

- 555 vii. Priority rehire eligibility does not guarantee an assignment,  
556 assignment of specific courses, or an assignment of a  
557 section added after the development of the initial schedule.  
558
- 559 (g) Prior to the semester during which the assignment will be  
560 performed, the dean or designee will initiate a request to all part-  
561 time faculty members for assignment preferences for that  
562 semester, and allow no fewer than ten days for faculty members  
563 to respond. Eligible part-time faculty members will specify the  
564 amount of requested assignment, the requested courses, and the  
565 times available for assignment.  
566
- 567 (h) In the event that two instructors have requested the same course  
568 for which there is limited availability of sections, the faculty  
569 member with the higher priority rehire ranking as described above  
570 will receive the assignment in the absence of the conditions  
571 described under Section 15.4.a.2.f above.  
572
- 573 (i) Courses requested for priority assignment within a department or  
574 program at the college must be courses for which the part-time  
575 faculty member has demonstrated competency by having  
576 previously taught the same course within the school/division  
577 during the previous **eight six**-semesters.  
578
- 579 (j) If the part-time faculty member who has established priority rehire  
580 rights does not receive an assigned load at least equal to the load  
581 to which the part-time faculty member is entitled under Section  
582 15.4.a.2.f above, the dean will, upon request, provide a written  
583 response stating the reasons for the lack of assignment.  
584
- 585 (3) All other part-time faculty will be considered for assignment.  
586
- 587 b. The formal offer of a part-time assignment must be made in writing.  
588
- 589 c. Once a formal offer of an assignment has been made, the part-time faculty  
590 member will have five (5) days to accept or decline in writing part or all of the  
591 assignment. Failure to accept an assignment within five (5) days of the date of  
592 the formal offer may result in the loss of priority rehire eligibility rights for that  
593 semester.  
594
- 595 d. The dean may cancel the assignment of any part-time faculty member to provide  
596 a full load (15 LHE) assignment to a full-time faculty member.  
597
- 598 e. Once an assignment has been offered to and accepted by the part-time faculty  
599 member, the dean may not cancel the assignment of any part-time faculty  
600 member for the purpose of providing a full-time faculty member with overload.  
601
- 602 f. A maximum assignment within the District for part-time faculty will be no more  
603 than sixty-seven percent (67%) of a full-time faculty load or twenty (20)  
604 equivalent LHE per academic year and no more than eighty percent (80%) of a  
605 full-time faculty load or twelve (12) equivalent LHE in any given semester, so

606 long as the annual load is no more than sixty-seven percent (67%) or twenty (20)  
607 LHE. (Educ. Code §87482.5)

608  
609 Any part-time faculty member employed for more than seventy-five percent  
610 (75%) of a full-time load, or eleven and one-quarter (11.25) LHE, during a given  
611 semester will be entitled to full-time faculty benefits and paid for that semester  
612 according to the Full-time Academic Salary Schedule (Appendix A).

613  
614 g. Part-time faculty members may provide service in professional ancillary activities  
615 and be compensated for such services which will not impact their status as a  
616 temporary employee. (Educ. Code §87482.5)

617  
618 h. Part-time faculty will be paid for the first week of an assignment when a section is  
619 canceled less than one week before the section is scheduled to begin.  
620 If a section meets more than once per week, part-time faculty should be paid for  
621 all section meetings that were scheduled for that week. (Educ. Code,  
622 §87482.8(b))

623  
624 i. Part-time assignments will be calculated and compensated by the following ratio:

625  
626

	<u>Contact Hours</u>	<u>LHE</u>
628 Lecture	1	1
629 Laboratory	1	1
630 Practicum	1	1
631 Learning Center/Tutorial	2	1

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	<u>Clock Hours</u>	<u>LHE</u>
635 Tutorial Coordination	2	1
636 Library	2	1
637 Counseling	2	1
638 Learning Disability	2	1

639  
640 j. Nothing in this Agreement precludes the District from terminating a part-time  
641 faculty member pursuant to a personnel action initiated in accordance with Educ.  
642 Code §87665.

643  
644 15.5. ~~Cooperative~~ Work Experience

645  
646 CWE is a program for awarding college credit for paid and unpaid work experience to  
647 enrolled students. A CWE course is part of the existing state-approved curriculum and  
648 will enroll at least one (1) but no more than thirty (30) students.

649  
650 a. The following conditions apply to all faculty members:

651  
652 (1) Mutual consent of the faculty member and the dean is required.

653  
654 (2) Enrollments and the combination of sections will be monitored and  
655 determined by the dean on Census Day for assignment of workload.  
656



- 657 (3) Faculty members assigned CWE courses are responsible for in-person  
658 consultation (at the job site) with the employer or designated  
659 representative(s) to discuss students' educational growth on the job at  
660 least once per semester unless:  
661  
662 (a) they have been at the worksite previously;  
663  
664 (b) the student is repeating the course at the employer's worksite;  
665  
666 (c) the worksite has been the site of numerous previous assignments  
667 by other students at the college;  
668  
669 (d) the worksite location is greater than fifteen (15) miles from the  
670 college;  
671  
672 (e) the faculty member and student are on different work schedules;  
673  
674 (f) the faculty member and student are working in a virtual office; or  
675  
676 (g) in case of emergency or security of the instructor/student.  
677

678 Under one of these circumstances, the faculty member may use  
679 alternative means to consult, such as the telephone, teleconference,  
680 partner with instructors from other colleges or e-mail/internet.  
681

- 682 (4) The faculty member must maintain and submit all appropriate  
683 documentation according to CCR, Title 5 §55256.  
684  
685 (5) Compensation for CWE instruction is .18 LHE as listed in the appropriate  
686 academic salary schedule (Appendix A) per student per term.  
687 Compensation will be made upon submission of all appropriate  
688 documentation, assignment obligations, grades and required  
689 documentation to the dean. Documentation must be submitted by the  
690 grading deadline.  
691

692 b. The following conditions apply to full-time faculty members only:  
693

- 694 (1) CWE may only be taught as an overload assignment; it may not be  
695 considered as part of a full-time faculty member's regular workload.  
696  
697 (2) Summer assignments will be limited to one (1) CWE class, consisting of  
698 one or more sections. Compensation for CWE instruction is .18 LHE as  
699 listed in the appropriate academic salary schedule (Appendix A) per  
700 student per term.  
701

#### 702 15.6. Instructional Assignments Outside of the Traditional Fall and Spring Semesters 703

704 Faculty members may accept assignments during instructional terms offered outside of  
705 the traditional spring and fall semesters, for instance, during the summer or during a  
706 winter intersession between traditional fall and spring semesters. For the purposes of  
707 this article, an instructional term is defined as a specific period during which a specific

708 class meets, follows an approved Course Outline of Record (COR), and a final grade is  
 709 assigned. Multiple instructional terms of differing lengths may be offered during a  
 710 specific period outside of the traditional spring and fall semesters; for instance, there  
 711 may be more than one instructional term offered during the summer. The following  
 712 conditions apply:

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

	<u>Contact Hours</u>	<u>LHE</u>
734 Lecture	1	1
735 Laboratory	1	1
736 Practicum	1	1
737 Learning Center/Tutorial	2	1

	<u>Clock Hours</u>	<u>LHE</u>
739 Tutorial Coordination	2	1
740 Library	2	1
741 Counseling	2	1
742 Learning Disability	2	1

743  
 744  
 745  
 746 15.7. Extra Duty Days

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

<u>Assignment(s)</u>	<u>Extra FTE Days</u>
751 Articulation Officer	17 days (to be assigned as necessary)
752 Badminton Coach <b>(Head)</b>	16 days
753 Baseball Coach <b>(Head)</b>	20 days
754 Basketball Coach <b>(Head)</b>	20 days
755 Beach Volleyball Coach <b>(Head)</b>	16 days

759	<b><u>Cheer-Pep Squad</u></b> Advisor	9 days
760	Choral (vocal) Music	<b>916</b> days
761	Counselor	17 days (10 days <b><u>or the equivalent of</u></b>
762		<b>72 hours</b> , scheduled immediately prior
763		to the start of the fall academic
764		calendar, and the equivalent of <b>75</b>
765		<b><u>days (36 hours) assigned by the</u></b>
766		<b><u>dean/academic administrator; and 2</u></b>
767		days <b><u>or 50.4 hours (14.4 hours)</u></b> , to
768		be <b><u>mutually agreed upon by the</u></b>
769		<b><u>faculty member and to be assigned</u></b>
770		<b><u>by the dean/academic</u></b>
771		<b><u>administrator.)</u></b>
772	Cross Country Coach <b><u>(Head)</u></b>	16 days
773	Dance	9 days
774	<b><u>F/T</u></b> Football Coach	20 days
775	Golf Coach <b><u>(Head)</u></b>	16 days
776	Instrumental Music	16 days
777		
778	Learning Disability Specialist	17 days (10 days <b><u>or the equivalent of</u></b>
779		<b>72 hours</b> , scheduled immediately prior
780		to the start of the fall academic
781		calendar, and the equivalent of <b>75</b>
782		<b><u>days (36 hours) assigned by the</u></b>
783		<b><u>dean/academic administrator; and 2</u></b>
784		days <b><u>or 50.4 hours (14.4 hours)</u></b> , to
785		be <b><u>mutually agreed upon by the</u></b>
786		<b><u>faculty member and to be assigned</u></b>
787		<b><u>by the dean/academic</u></b>
788		<b><u>administrator.)</u></b>
789		
790	Nursing	4 days (when necessary to work
791		outside the 178 day calendar)
792		
793	Soccer Coach <b><u>(Head)</u></b>	20 days
794	Softball Coach <b><u>(Head)</u></b>	20 days
795	Swimming Coach <b><u>(Head)</u></b>	20 days
796	Tennis Coach <b><u>(Head)</u></b>	16 days
797	Track Coach <b><u>(Head)</u></b>	20 days
798	Volleyball Coach <b><u>(Head)</u></b>	16 days
799	Water Polo Coach <b><u>(Head)</u></b>	16 days

800

801 In the event of postseason competition, assigned coaches of that sport will

802 receive one additional extra duty day compensation for each week of post-

803 season play. This compensation will be provided to the faculty member starting

804 within sixty (60 days) after the post-season play is completed and prorated over

805 the annual contract.

806

- 807 b. The following provisions will apply to all full-time assigned Extra Duty Days:

808 (1) During the Extra Duty Days, faculty members shall perform regular and  
809 normal instructional activities. Specific activities for this additional time will  
810 be mutually agreed upon in advance by faculty members and their dean.

811  
812 ~~a. **Activities for counselor Extra Duty Days will be assigned by the**~~  
813 ~~**dean/academic administrator.**~~

814  
815 ~~b. **Activities for coaches shall include completion of all CCCAA**~~  
816 ~~**certification requirements and the District required driver**~~  
817 ~~**training for carts and district vehicles online course.**~~

818  
819 **(2) Mutually agreed upon activities will be documented in writing.**

820  
821 **(32)** If a full-time faculty member is not available to accept an extra-duty  
822 day assignment, a part-time faculty member may be employed in  
823 that capacity. The part-time faculty member will receive a stipend  
824 equivalent to the pro-rated compensation for those duty days as  
825 determined by the part-time faculty member's appropriate  
826 placement on the Academic Salary Schedule.

827  
828 **(43)** Extra Duty Days can be used within or outside of the 178-day  
829 contract year.

830  
831 **(54)** Activities performed as part of an Extra Duty Day assignment may  
832 not coincide with the faculty member's regular contractual load  
833 assignments, scheduled overload, summer assignments, stipend  
834 assignments or reassigned time.

835  
836 **(65)** All faculty members assigned Extra Duty Days will have their  
837 salaries adjusted to reflect the additional time. Such adjustments  
838 will be made on a per diem basis, and the total amount of base  
839 salary plus adjustments constitutes the contracted salary for that  
840 individual.

841  
842 15.8. Unpaid Work Exchange:

843  
844 a. Faculty members shall request an exchange in writing.

845  
846 b. The request must have written approval of both parties and the dean.

847  
848 c. The exchange is on an hour-for-hour basis and will be completed before  
849 the end of the following semester.

850  
851 d. A faculty member may participate in no more than four (4) unpaid  
852 exchanges for any one section during any academic year.

853  
854 e. Unpaid faculty exchanges will not affect regular compensation or leaves  
855 as described in Article 24, Leaves.

856 15.9. Compensated Duties Beyond Instructional Assignments  
857

858 a. Faculty members may accept additional duties and responsibilities in a  
859 specific activity including but not limited to chairing or coordinating.  
860

861 b. Forms of Compensation for Duties beyond Instructional Assignments  
862

863 (1) Stipend: When a faculty member accepts a stipend assignment the  
864 following conditions apply:  
865

866 (a) The dean will assign and approve all stipends in their area.  
867

868 (b) All stipends will be in addition to the faculty member's  
869 workload assignment.  
870

871 (c) Faculty members must sign a stipend contract which will  
872 include stated outcomes such as expectations, objectives  
873 and dates of completion of the assignment, and which will  
874 require the faculty member to verify completion and/or  
875 satisfaction of the assignment to the designated  
876 administrator for that assignment.  
877

878 (d) Compensation for stipends shall be calculated at one-half of  
879 the highest hourly rate on the Full-Time Classroom Overload  
880 Academic Salary Schedule. (Appendix A).  
881

882 (2) Reassigned Time: Reassigned time is intended for those faculty  
883 members performing duties which require additional time, and a  
884 corresponding reduction in the amount of time assigned to normal  
885 contractual duties.  
886

887 The following conditions apply:  
888

889 (a) Reassigned time may be recommended by the appropriate  
890 administrator.  
891

892 (b) Consent of the faculty member is required, except in cases  
893 where a faculty member is unable to make load.  
894

895 (c) Faculty members must sign a reassigned time contract  
896 which will include stated outcomes such as expectations,  
897 objectives and dates of completion of the assignment. The  
898 faculty member will be required to provide evidence of  
899 completion and/or satisfaction of the assignment to the  
900 appropriate administrator.  
901

- 902 (d) Faculty members receiving reassigned time will be eligible  
 903 for additional workload assignments.  
 904  
 905 (e) The appropriate administrator/dean and faculty member will  
 906 develop a work schedule that will provide the appropriate  
 907 time for the faculty member to complete the activities  
 908 identified in the reassigned project. For example: If a faculty  
 909 member's reassignment activities include scheduled  
 910 meetings for every Tuesday during the semester, at a time  
 911 during which there is no assigned contractual duty, then  
 912 there shall be no conflicts with the assignment.  
 913  
 914 (f) The reassigned time allocated to the bargaining unit as  
 915 described in Section 6.7, may not be converted to a stipend.  
 916

917 b. Department Chair Compensation

- 918  
 919 (1) Chair duties will be compensated by stipend or reassignment or a  
 920 combination thereof. Chairs with reassignment may accept  
 921 overload and large lecture compensation, as determined by the  
 922 dean.  
 923  
 924 (2) Compensation for department chairs will be based on the highest  
 925 rate from the Full-time Classroom Overload Academic Salary  
 926 Schedule. (Appendix A).  
 927  
 928 (3) Regular Term Department Chair Compensation  
 929

930 **During the regular term Beginning in Spring of 2025,**  
 931 department chair compensation will be calculated according to the  
 932 table below. The total amount of compensation will be derived by  
 933 combining the amount of LHE earned in each of the four listed  
 934 categories, as determined by the department's placement in each  
 935 category on the table. Additional duties beyond those described by  
 936 these categories will be compensated as described in Section 5  
 937 below:  
 938

	ptWFCH	Sections	Courses	FTES	LHE
Tier 5	320400+ 360+	160200+ 160+	6480+ 92+	649800+ 440+	2.5-2.6
Tier 4	240- 319300- 399 270-359	120- 159150- 199 120-159	48- 6360-79 69-91	480- 639600- 799 330-439	2 2.1

<b>Tier 3</b>	<b>160-239200-299-180-269</b>	<b>80-119100-149-80-119</b>	<b>32-4740-5946-68</b>	<b>320-479400-599-220-329</b>	<b>1.5-1.6</b>
<b>Tier 2</b>	<b>80-159100-19990-179</b>	<b>40-7950-9940-79</b>	<b>16-3120-3923-45</b>	<b>160-319200-399110-219</b>	<b>1-1.1</b>
<b>Tier 1</b>	<b>1-7991-89</b>	<b>1-39491-39</b>	<b>1-15191-22</b>	<b>1-1591991-109</b>	<b>0.5-0.6</b>

939  
940

	<b>PtWFCH</b>	<b>Sections</b>	<b>LHE</b>
<b>Tier 5</b>	<b>480</b>	<b>250</b>	<b>3.5</b>
<b>Tier 4</b>	<b>360</b>	<b>175</b>	<b>3</b>
<b>Tier 3</b>	<b>240</b>	<b>100</b>	<b>2.5</b>
<b>Tier 2</b>	<b>120</b>	<b>55</b>	<b>2</b>
<b>Tier 1</b>	<b>1</b>	<b>1</b>	<b>1.5</b>

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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 active** courses for the department, 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:

969

	PT-WFCH	Sections	Courses	FTES
Values	321	27	35	250
Placement	Tier- <del>5</del> <b>4</b>	Tier <del>1</del> <b>1</b>	Tier- <del>3</del> <b>2</b>	Tier-2 <b>3</b>
Compensation	<del>2.5</del> <b>2.1</b>	<del>0.5</del> <b>0.6</b>	<del>1.5</del> <b>1.1</b>	<del>1</del> <b>1.6</b>
Total Compensation:				<del>54.5</del> <b>5.4</b> LHE

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971  
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	PT-WFCH	Sections
Values	321	27
Placement	Tier <del>3</del>	Tier <del>1</del>
Compensation	2.5	1.5
TOTAL Compensation		4.0

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(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	<del>400+</del> <b>360+</b>	<del>200+</del> <b>160+</b>	<del>2</del> <b>1.8</b>
Tier 4	<del>300</del> <b>270-359</b>	<del>150</del> <b>120-159</b>	<del>1.6</del> <b>1.4</b>
Tier 3	<del>200</del> <b>180-269</b>	<del>100</del> <b>80-119</b>	<del>1.2</del> <b>1</b>
Tier 2	<del>100</del> <b>90-179</b>	<del>50</del> <b>40-79</b>	<del>0.8</del> <b>0.6</b>
Tier 1	<del>1-1-89</del>	<del>1</del> <b>1-39</b>	<del>0.4</del> <b>0.2</b>

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(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.

[.....]

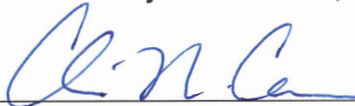


999 South Orange County Community  
1000 College District

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1004 For SOCCCD  
1005 Dr. Cindy Vyskocil  
1006 Vice Chancellor, Human Resources

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1009 8/30/24  
1010 Date  
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South Orange County Community College  
District Faculty Association, CTA/NEA

  
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For SOCCCD-FA  
Claire Cesareo  
Chief Negotiator

8/30/24  
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Date

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**TENTATIVE AGREEMENT**  
**BETWEEN THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**  
**AND THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**  
**FACULTY ASSOCIATION, CTA/NEA**

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**August 30, 2024**

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This Tentative Agreement between the South Orange County Community College District and the South Orange County Community College District Faculty Association, CTA/NEA (hereafter referred to as the “Association”) is expressly made pursuant to the Education Employment Relations Act and the Collective Bargaining Agreement between the parties.

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The following tentative agreement is intended to apply only to the Article set forth below. All other provisions of the Collective Bargaining Agreement shall be deemed to remain unchanged except as set forth below or as otherwise mutually agreed:

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**ARTICLE 16**  
**PART-TIME FACULTY**

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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:**~~

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- ~~(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 the paper screening process so as not to create an equity barrier in the recruitment process.~~

16.6. Benefits (Article 27)

16.7. Wages (Article 30)

**South Orange County Community  
College District**

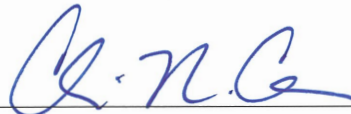


For SOCCCD  
Dr. Cindy Vyskocil  
Vice Chancellor, Human Resources

8/30/24

Date

**South Orange County Community College  
District Faculty Association, CTA/NEA**



For SOCCCD-FA  
Claire Cesareo  
Chief Negotiator

8/30/24

Date

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**TENTATIVE AGREEMENT BETWEEN THE  
SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT AND THE  
SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT FACULTY ASSOCIATION,  
CTA/NEA**

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**June 12, 2024**

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This Tentative Agreement between the South Orange County Community College District and the South Orange County Community College District Faculty Association, CTA/NEA (hereafter referred to as the "Association") is expressly made pursuant to the Education Employment Relations Act and the Collective Bargaining Agreement between the parties.

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The following tentative agreement is intended to apply only to the Article set forth below. All other provisions of the Collective Bargaining Agreement shall be deemed to remain unchanged except as set forth below or as otherwise mutually agreed:

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**ARTICLE 17  
EVALUATIONS**

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**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. **Evaluation Timelines (Moved from 17.1.d.)**

**The dean/academic administrator 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.1.i 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).**

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- (c) TRC membership is reported by the dean/academic administrator 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 surveys are to be initiated prior to November 1 for the fall semester and prior to May 1 for the spring semester. The results of the student surveys shall be discussed with the TRC and the probationary faculty member. Copies of the student surveys 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/academic administrator 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.
  - (b) Second semester: A letter of non-renewal or two (2) years 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 second contract year, they will be issued a third, two-year contract.

105 **(3) Third Contract Year**

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

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109 **(4) Fourth Contract Year**

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111 **(a) Follow the same timeline and process as the first contract**  
112 **year.**

113  
114 **(b) Second semester: a letter of tenure or non-renewal will be**  
115 **sent no later than March 15. If no notice is received on or**  
116 **before March 15 of the fourth year, the faculty member will**  
117 **return in the fall of the subsequent academic year as a**  
118 **regular tenured employee.**

119  
120 **(ab.) Probationary Period**

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122 A probationary faculty member must be evaluated at least once in each  
123 academic year of service. (Educ. Code §87663(a).) The probationary period is  
124 ordinarily a four-year process (as described in Educ. Code §§87600-87612): **In**  
125 **order to receive a year's credit toward attainment of tenure, the faculty**  
126 **member must work at least 75% of the academic year (Educ. Code §87605).**  
127 **However, during the second, third, or fourth contract years, time spent on**  
128 **paid or unpaid leave of absence for the reasons stipulated below may (as**  
129 **determined by the District) be included in computing the 75% requirement**  
130 **if the faculty member serves sufficient time during the year to allow for the**  
131 **evaluation process to be completed in the fall semester (Educ. Code**  
132 **§87606) and the evaluation had no pending areas for improvement.**  
133 **Qualifying leaves include:**

- 134  
135
- 136 1. **Leave of absence for reason of the birth and bonding with a child**  
137 **or bonding with an adopted or foster child.**
  - 138 2. **Leave to care for an immediate family member with a serious**  
139 **health condition.**
  - 140 3. **Leave because of the faculty member's own serious health**  
141 **condition.**

142 **Though the District may approve a year's credit toward tenure using paid and**  
143 **unpaid leaves, STRS and PERS service credit could (and likely will) be calculated**  
144 **differently.**

145  
146 (1) Step One – Initial Hiring: First Contract (one year)

147  
148 A probationary faculty member (or contract employee) is hired initially on  
149 a one-year contract (§87605). ~~In order to receive a year's credit toward~~  
150 ~~attainment of tenure the faculty member must work at least 75% of~~  
151 ~~the number of days in the regular academic year (§87468). This~~  
152 ~~means that the faculty member must work both the fall and spring~~  
153 ~~semesters (§87601).~~ If a faculty member is hired in the spring semester,  
154 the first year will not be complete until the faculty member teaches a

- 155 complete academic year, usually during the academic year following the  
156 semester of hire.
- 157
- 158 (2) Step Two – Second Contract (one year)
- 159 If a probationary faculty member is not notified of the Board’s decision not  
160 to issue a contract for the following academic year on or before March 15  
161 of their first year, they are issued a second one-year contract (§§87608  
162 and 87610(a)).
- 163
- 164 (3) Step Three – Third Contract (two years)
- 165 If a probationary faculty member is not notified of the Board’s decision not  
166 to issue a contract for the following academic year on or before March 15  
167 of the second year, they are issued a third, two-year contract (§§87608.5  
168 and 87610(a)).
- 169
- 170 (4) Step Four – Granting Tenure
- 171
- 172 If the probationary faculty member is not notified on or before March 15th  
173 of the fourth year that the Board has decided not to employ (i.e., to  
174 dismiss) the faculty member as a permanent, tenured employee for all  
175 subsequent years, the faculty member will return in the fall of the  
176 subsequent academic year as a permanent, tenured employee (§§87609  
177 and 87610).

178

179 b. Tenure Review Committee (TRC) and Peer Evaluators

180

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

187

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

192

193 Appointment to a TRC will count toward fulfillment of a faculty member’s college  
194 service obligation and may be eligible for staff professional development credit  
195 hours as appropriate.

196

197 The TRC will be comprised of the following four persons:

198

- 199 (1) The dean/academic administrator, who is a participating member, is  
200 responsible for overseeing the evaluation process, collecting all  
201 evaluation materials, and submitting the annual Faculty Performance  
202 Evaluation report as prepared by the TRC, including a recommendation  
203 regarding the continued employment of the probationary faculty member.
- 204
- 205 (2) Two (2) tenured faculty members/peer evaluators from the department  
206 and/or division/school, or related department and/or division/school, who

207 will serve as participating members. The appointment of these faculty  
208 members will follow consultation and consensus between the dean and  
209 the department chair(s).  
210

211 (3) In addition, the probationary faculty member will be responsible for  
212 selecting a full-time faculty member to serve as a mentor, who will be an  
213 advisory member of the TRC. The purpose of the mentor is to serve as an  
214 advisor to support and assist the probationary faculty member. The  
215 mentor will attend all TRC meetings where the probationary faculty  
216 member is present but will not contribute to the writing or creation of the  
217 evaluation report. **The mentor may also attend TRC meetings where**  
218 **the probationary faculty member is not present but is not required to**  
219 **do so.** The mentor is not required to do an observation but may at the  
220 request of the probationary faculty member. The mentor should be a  
221 faculty member who is familiar with the tenure review process and  
222 evaluation procedures as contained in the Academic Employee Master  
223 Agreement and with department and division/school policies and  
224 procedures. Probationary faculty members may replace their faculty  
225 mentor at their discretion.  
226

227 (4) The appointed members of the TRC shall remain the same throughout  
228 the entire tenure review process except in extenuating circumstances. If a  
229 participating faculty member of the TRC becomes unavailable or unable  
230 to continue, or if a conflict of interest is identified as agreed to by the  
231 Association and the District, the dean shall appoint a replacement faculty  
232 member in consultation and consensus with the department chair(s) or  
233 the Academic Senate if the conflict is with the department chair or there is  
234 no department chair.  
235

236 c. Probationary Faculty Evaluation Components  
237

238 (1) Self-Evaluation  
239

240 (a) It is essential that each probationary faculty member take full  
241 responsibility for the appropriate portions of their tenure review  
242 process.  
243

244 (b) The probationary faculty member will submit to the TRC a portfolio  
245 including a report of college, District or committee service;  
246 accomplishments (such as publications, exhibitions or  
247 performances); awards and achievements; appropriate class  
248 materials such as sample syllabi and assignments; goals and  
249 objectives for the next evaluation cycle; mentoring opportunities;  
250 and other pertinent documents, as determined by the probationary  
251 faculty member.  
252

253 **(c) The college shall provide course success data disaggregated**  
254 **by race/ethnicity to the faculty member, and if any of the**  
255 **groups represented in this data shows consistently lower**  
256 **success rates, the faculty member will provide a brief self-**  
257 **assessment of how they will adjust the teaching and learning**  
258 **process for these groups. Included in this assessment will be**



259 any plan of action for course completion percentages that fell  
260 below 40%.

261  
262 **(d) The self-evaluation shall also include a description of the**  
263 **faculty member's teaching, learning, and professional**  
264 **practices that specifically support diversity, equity, inclusion,**  
265 **and accessibility in the educational environment to improve**  
266 **equitable outcomes and course completion for all students,**  
267 **and, if applicable, a list of any DEIA-related professional**  
268 **development activities completed by the faculty member.**

269  
270 **(e) If data (provided by the College) demonstrates inequitable**  
271 **course success outcomes for any underrepresented student**  
272 **group, the faculty member shall also include a specific plan**  
273 **for addressing the inequity.**  
274

275 (2) Instructional Activity Observations  
276

277 The TRC will conduct scheduled classroom/worksite/electronic visitation(s)  
278 as needed and submit written comments to the dean/academic  
279 administrator. Probationary faculty who are assigned teaching hours in  
280 addition to their roles as counselors, librarians, and learning disability  
281 specialists shall be evaluated in both their teaching and student service  
282 roles.  
283

284 (a) The probationary faculty member and the TRC members will  
285 mutually agree on the course(s) or equivalent in which the  
286 scheduled observation(s) will take place, so that the faculty  
287 member may be observed under optimum conditions for  
288 displaying their abilities.  
289

290 (b) Each evaluation shall include at least one (1) observation, lasting  
291 at least fifty (50) minutes. For online classes, the probationary  
292 faculty member will present the course to the member(s) of the  
293 TRC during an observation lasting at least fifty (50) minutes.  
294

295 (3) Student Surveys  
296

297 (a) The District and Association will mutually agree upon the method  
298 and system used for the collection of student surveys in order to  
299 ensure the highest possible participation rate. If changes to the  
300 collection system become necessary, the District and Association  
301 will meet and mutually agree on a new system. If both parties are  
302 unable to reach mutual agreement, the Chancellor shall make the  
303 final determination.  
304

305 (b) Student surveys will be conducted in all classes taught by the  
306 faculty member during the fall and spring semesters. The  
307 objective will be to determine the student response to areas such  
308 as the fulfillment of the stated and distributed course objectives,  
309 effective communication, and respect for students' rights and  
310 needs.

- 311 (c) For those faculty members who engage in instruction outside of  
312 the classroom, including librarians, counselors, and learning  
313 disability specialists, student surveys will be collected within five  
314 (5) days of student contact sessions (i.e., student appointments or  
315 reference desk visits) during a designated four-week period each  
316 fall and spring semester.
- 317
- 318 (d) Throughout the probationary period, student surveys shall be  
319 available to the TRC and may be used in the faculty performance  
320 evaluation. Results of the student surveys will be discussed with  
321 the probationary faculty member; however, the student surveys  
322 themselves will not be available to the faculty member until after  
323 the due date for grades.
- 324
- 325 (e) Student surveys alone may never be used as the sole justification  
326 for an overall evaluation rating.
- 327
- 328 (4) Report Preparation
- 329
- 330 (a) The TRC will complete a Faculty Performance Evaluation Report  
331 (Appendix B), including a recommendation of continued  
332 employment, based upon:
- 333
- 334 i. the materials from the probationary faculty portfolio;
- 335
- 336 ii. results of observations and student surveys;
- 337
- 338 iii. items relevant to the instructional duties assigned to the  
339 probationary faculty member, including adherence to  
340 Board Policy, **Administrative Regulations**, and college  
341 processes and deadlines;
- 342
- 343 iv. a review of activities which are outside of the instructional  
344 duties, including those defined within Board Policy, **Administrative Regulations**, and the appropriate job  
345 posting;
- 346
- 347 v. information regarding participation in curriculum  
348 development and review, and in development and  
349 assessment of student learning outcomes. Any information  
350 included in the probationary faculty member's evaluation  
351 regarding participation in curriculum or student learning  
352 outcome processes must be verified and documented.
- 353
- 354
- 355 (b) Faculty members shall not be held accountable for any aspect of  
356 the educational program over which they have no authority.
- 357
- 358 (c) Evaluations are to be based on the materials described in this  
359 article. Hearsay statements, rumors or information from  
360 anonymous sources, other than student evaluations, shall be  
361 excluded from written evaluations. The TRC may include in the  
362 written evaluation information which has been documented

363 through a completed investigation subsequent to a complaint, the  
364 findings of which investigation have been delivered to the faculty  
365 member under evaluation prior to the inclusion of this information  
366 in the evaluation report.

367  
368 (5) Follow-up Procedures

- 369  
370 (a) If the faculty member's performance receives an overall rating  
371 below "Meets Standards," the TRC will develop a performance  
372 improvement plan, including follow-up activities, dates of  
373 completion, and measurable outcomes to address those  
374 performance issues requiring correction. A performance  
375 improvement plan may be developed by the TRC for a rating  
376 below "Meets Standards" in any individual category. A  
377 performance improvement plan shall not be required for  
378 probationary faculty members who have been notified that they  
379 will not be recommended for further employment with the District.  
380  
381 (b) The TRC, including the mentor, will meet with the probationary  
382 faculty member to discuss the summary report.  
383  
384 (c) On behalf of the TRC, the dean will forward recommendation(s),  
385 with appropriate supporting documentation, to the appropriate vice  
386 president and president.  
387  
388 (d) An additional evaluation may be scheduled during the spring  
389 semester if desired by the TRC.

390  
391 (6) Administration Review

- 392  
393 (a) The appropriate vice president will:  
394  
395 i. review recommendation(s),  
396  
397 ii. forward recommendation(s), including their  
398 recommendations based upon their direct observation, to  
399 the president.  
400  
401 (b) The president will:  
402  
403 i. review recommendation(s),  
404  
405 ii. forward recommendation(s), including their  
406 recommendations based upon their direct observation, to  
407 the Chancellor.  
408  
409 (c) The Chancellor will:  
410  
411 i. review recommendation(s),  
412  
413 ii. forward recommendation(s), including their  
414 recommendations, to the Board of Trustees.

415 d. — Evaluation Timelines (Moved to 17.1.a.)

416 The dean/academic administrator will initiate the course of action to  
417 establish the tenure review process for each newly hired faculty member.  
418 Except for submission of the recommendation from the TRC by December  
419 15 as described in Section 17.1.d.1.i below, the evaluation timelines in this  
420 article are recommended guidelines only.

421 (1) — First Contract Year

422  
423  
424  
425 (a) — For those faculty members whose first contract is issued in  
426 the spring semester, the faculty member's initial spring  
427 semester and the following academic year will be considered  
428 their first contract year.

429  
430 (b) — The TRC meets with the new faculty member (and throughout  
431 the four-year process as appropriate).

432  
433 (c) — TRC membership is reported by the dean/academic  
434 administrator to the appropriate vice president for each new  
435 faculty member by September 15.

436  
437 (d) — The TRC meets with the faculty to discuss the process,  
438 format, objectives, timelines, and expectations.

439  
440 (e) — The probationary faculty portfolio shall be submitted to the  
441 TRC by October 15.

442  
443 (f) — Student surveys are to be initiated prior to November 1 for  
444 the fall semester and prior to May 1 for the spring semester.  
445 The results of the student surveys shall be discussed with  
446 the TRC and the probationary faculty member. Copies of the  
447 student surveys will be provided to the probationary faculty  
448 member after the due date for grades.

449  
450 (g) — Observations are completed and returned to the dean by  
451 November 15.

452  
453 (h) — Post-visit discussions to be held with the faculty member  
454 prior to December 1.

455  
456 (i) — The TRC reaches its recommendation and completes a  
457 written report by December 15.

458  
459 (j) — The recommendation of renewal or non-renewal is submitted  
460 by the dean/academic administrator to the appropriate vice  
461 president and the president no later than December 20.

462  
463 (k) — Letter of non-renewal or one (1) year renewal will be sent no  
464 later than March 15. If a probationary faculty member is not  
465 notified of the Board's decision not to issue a contract for the

466 following academic year on or before March 15 of their first  
467 contract year, they will be issued a second one-year contract.

468  
469 (1) — A new faculty member whose initial hire date begins with the  
470 spring semester will be evaluated during the spring semester  
471 and again during the fall semester of the subsequent  
472 academic year.

473  
474 (2) — Second Contract Year

475 (a) — Follow the same timeline and process as the first contract  
476 year.

477  
478 (b) — Second semester: A letter of non-renewal or two (2) years  
479 renewal will be sent no later than March 15. If a probationary  
480 faculty member is not notified of the Board's decision not to  
481 issue a contract for the following academic year on or before  
482 March 15 of their second contract year, they will be issued a  
483 third, two-year contract.

484  
485 (3) — Third Contract Year

486  
487 Follow the same timeline and process as the first contract year.

488  
489 (4) — Fourth Contract Year

490  
491 (a) — Follow the same timeline and process as the first contract  
492 year.

493  
494 (b) — Second semester: a letter of tenure or non-renewal will be  
495 sent no later than March 15. If no notice is received on or  
496 before March 15 of the fourth year, the faculty member will  
497 return in the fall of the subsequent academic year as a  
498 regular tenured employee.

499  
500 e. — Violations of the Evaluation Process (Moved to "New" 17.4.)

501  
502 Allegations that the District has not complied with the evaluation  
503 procedures shall be processed through the grievance procedure in this  
504 Agreement. While violations of these evaluation procedures may be subject  
505 to the grievance procedure, a non-substantive error in the evaluation shall  
506 not be grievable. The parties recognize that there are many deadlines and  
507 procedural requirements in the process and that peers are involved. While  
508 the parties expect the process to be followed as written, they recognize  
509 that a non-substantive procedural error could occur but may not require a  
510 change in the result. A "substantive error" is one which, if not made, would  
511 have changed the result.

512  
513 17.2. Tenured Faculty Evaluation

514  
515 The tenured faculty evaluation process is designed to improve the teaching and learning  
516 process and delivery of student services, to provide a basis for professional growth and  
517 development, and to comply with California State Community College's laws and

518 regulations. Tenured faculty who are assigned teaching hours in addition to their roles  
519 as counselors, librarians, and learning disability specialists shall be evaluated in both  
520 their teaching and student service roles.

521  
522 **a. Evaluation Timelines ~~(Moved from 17.2.c.)~~**

523  
524 **(1) The dean/academic administrator will initiate the tenured faculty**  
525 **evaluation process every three (3) years.**

526  
527 **(2) The evaluation process must be completed by the end of the**  
528 **academic year in which the process was initiated within one year of**  
529 **its initiation, or the process must begin anew.**

530  
531 **(ab.) Tenured Faculty Evaluation Process**

532  
533 (1) Self-Evaluation

534  
535 **a)** The faculty member will submit to the dean a portfolio including a  
536 report of college, District or committee service; accomplishments  
537 (such as publications, shows or performances); awards and  
538 achievements; appropriate class materials such as sample syllabi  
539 and assignments; and other pertinent documents.

540  
541 **b)** **The College shall provide course success data disaggregated**  
542 **by race/ethnicity to the faculty member, and if any of the**  
543 **groups represented in this data shows consistently lower**  
544 **success rates, the faculty member will provide a brief self-**  
545 **assessment of how they will adjust the teaching and learning**  
546 **process for these groups. Included in this assessment will be**  
547 **any plan of action for course completion percentages that fell**  
548 **below 40%. The faculty member shall assess and evaluate**  
549 **their individual course success data by race/ethnicity and**  
550 **use the data to provide a brief self-assessment of how they**  
551 **intend to address/improve student completion outcomes (if**  
552 **applicable).**

553  
554 **c)** **The self-evaluation shall also include a description of the**  
555 **faculty member's teaching, learning, and professional**  
556 **practices that specifically support diversity, equity, inclusion,**  
557 **and accessibility in the educational environment to improve**  
558 **equitable outcomes and course completion for all students,**  
559 **and, if applicable, a list of any DEIA-related professional**  
560 **development activities completed by the faculty member.**

561  
562 (2) Instructional Activity Observation

563  
564 The appropriate dean/academic administrator, or designee will make  
565 scheduled classroom/worksite/electronic visits as described below:

566  
567 (a) The faculty member and dean/academic administrator or designee  
568 will mutually agree on the course(s) or equivalent in which the  
569 scheduled observation(s) will take place, so that the faculty

570 member may be observed under optimum conditions displaying  
571 their abilities.

- 572  
573 (b) Each evaluation shall include at least one (1) observation, lasting  
574 at least fifty (50) minutes. For online classes, the faculty member  
575 will present the course to the evaluator during an observation  
576 lasting at least fifty (50) minutes.

577  
578 (3) Peer Observation

- 579  
580 (a) Only one peer observation is required for each faculty member  
581 being evaluated.

- 582  
583 (b) The tenured faculty member being evaluated will submit a list of  
584 up to three (3) names of tenured faculty members to serve as  
585 potential peer observers. The dean/academic administrator, in  
586 consultation with the department chair, will select one faculty  
587 member from the list of three (3) to conduct the peer  
588 observation. Should none of the faculty members on the list be  
589 available to serve, the dean/academic administrator will work  
590 with the faculty member being evaluated to select a different  
591 tenured faculty member from within the District.

- 592  
593 (c) Once the dean/academic administrator sends a request, the  
594 faculty member being evaluated shall respond to the  
595 dean/academic administrator's request for the three peer  
596 observer names within 5 calendar days or the dean/academic  
597 administrator shall make the Peer Observer selection in  
598 consultation with the department chair.

- 599  
600 (d) By the third (3rd) week of the semester in which a tenured faculty  
601 member is being evaluated, they will select one of the options  
602 described below and inform the dean/academic administrator in  
603 writing.

- 604  
605 i. Option 1: Selection of a tenured faculty member from within  
606 the district to The peer observer will conduct an observation  
607 based on a classroom/worksite/electronic visitation and  
608 submit written comments to the dean/academic  
609 administrator, which will be attached to the evaluation.

- 610  
611 1. The faculty member and the peer observer will mutually  
612 agree on the course or equivalent in which the scheduled  
613 observation will take place, so the faculty member may be  
614 observed under optimum conditions for displaying their  
615 abilities.

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2. The observation shall last at least fifty (50) minutes. For online classes, the faculty member will present the course to the peer evaluator during an observation lasting at least fifty (50) minutes.
  3. The peer observer shall submit written comments to the dean/academic administrator, which will be provided to the faculty member being evaluated and attached to the evaluation as a peer review component.
- ii. Option 2: Selection of a tenured faculty member from within the District to The peer observer will review the student evaluations from the previous six (6) semesters, if available. This is a pilot program and is being added as an alternate option for the peer review process for years 1 and 2 of the contract. The parties agree to meet in May 2026 to evaluate issues/concerns related to Option 2 and reopen the article for revision and/or an extension of the program. If no student evaluations are available, the faculty member being evaluated must select Option 1.
1. The selected faculty member peer observer shall review the student evaluations, discuss the results of the evaluations with the faculty member being evaluated, and submit written comments to the dean/academic administrator, which will be provided to the faculty member being evaluated and attached to the evaluation as a peer review component.
  2. Option 2, if selected, may only be used once every 6 years. Therefore, if Option 2 is selected in any given academic year, the faculty member will be required to use Option 1 (peer observation) in the subsequent evaluation cycle.

Peer Observation Selection of Peer Observer

1. Selection: The tenured faculty member being evaluated will submit a list of up to three (3) names of tenured faculty members to serve as potential peer observers. The dean/academic administrator, in consultation with the department chair, will select one faculty member from the list of three (3) to conduct the peer observation. Should none of the faculty members on the list be available to serve, the dean/academic administrator will work with the faculty member being evaluated to select a different tenured faculty member



665 ~~from within the District to conduct a scheduled~~  
666 ~~classroom/worksite/electronic visitation and submit~~  
667 ~~written comments to the dean/academic administrator~~  
668 ~~to be included in the evaluation. Only one peer~~  
669 ~~observation is required for each faculty member being~~  
670 ~~evaluated.~~

671  
672 ~~Once the dean/academic administrator sends a~~  
673 ~~request, the faculty member being evaluated shall~~  
674 ~~respond to the dean/academic administrator's request~~  
675 ~~for the three peer observer names within 5 calendar~~  
676 ~~days or the dean/academic administrator shall make~~  
677 ~~the Peer Observer selection in consultation with the~~  
678 ~~department chair.~~

679  
680 ~~2. Process: The faculty member and the peer observer~~  
681 ~~will mutually agree on the course or equivalent in~~  
682 ~~which the scheduled observation will take place, so~~  
683 ~~that the faculty member may be observed under~~  
684 ~~optimum conditions for displaying their abilities.~~

685  
686 ~~3. Length: The observation shall last at least fifty (50)~~  
687 ~~minutes. For online classes, the faculty member will~~  
688 ~~present the course to the peer evaluator during an~~  
689 ~~observation lasting at least fifty (50) minutes.~~

690  
691 ~~4. Obligation: Tenured faculty members shall be~~  
692 ~~obligated to serve as a peer observer once per~~  
693 ~~semester. Tenured faculty members serving as peer~~  
694 ~~observers for more than one (1) peer observation per~~  
695 ~~semester may use their college service hours to fulfill~~  
696 ~~this requirement.~~

697  
698 (4) Student Surveys

699  
700 (a) The District and Association will mutually agree upon the method  
701 and system used for the collection of student surveys in order to  
702 ensure the highest possible participation rate. If changes to the  
703 collection system become necessary, the District and Association  
704 will meet and mutually agree on a new system. If both parties are  
705 unable reach mutual agreement, the Chancellor shall make the  
706 final determination.

707  
708 (b) Student surveys will be conducted in all classes taught by the  
709 faculty member during the fall and spring semesters so that faculty  
710 can use them for self-improvement. Student surveys are to be  
711 initiated prior to December 1 for the fall semester and prior to May  
712 1 for the spring semester. Student surveys will be available to the  
713 faculty member after the due date for grades.

- 714 (c) The objective of student surveys is to determine the student  
715 response to areas such as the fulfillment of the stated and  
716 distributed course objectives, effective communication, and  
717 respect for students' rights and needs. When a faculty member is  
718 being evaluated, the student surveys for each of the semesters  
719 within the formal evaluation period will be available to the  
720 dean/academic administrator or designee and the information may  
721 be used in the faculty performance evaluation.  
722
- 723 **(de)** There is no minimum percentage of student survey responses  
724 required. However, if student respondents for any one class fall  
725 below the required minimums (as outlined below), such responses  
726 may only be used by the dean/academic administrator for the  
727 purpose of ensuring that the faculty member is meeting their  
728 professional obligations and/or adhering to Board Policy **and**  
729 **Administrative Regulations** requirements, after validation by the  
730 dean/academic administrator.  
731
- 732 Required Minimums based on census enrollments:  
733 1) Class sizes of 30 or less need at least 6 student respondents;  
734  
735 2) Class sizes of 31 to 74 need at least 8 student respondents;  
736  
737 3) Class sizes **of** 75+ would need at least 15 student  
738 respondents.  
739
- 740 **(ed)** For those faculty members who engage in instruction outside of  
741 the classroom, including librarians, counselors, and learning  
742 disability specialists, student surveys will be collected within five  
743 (5) days of student contact sessions (i.e., student appointments or  
744 reference desk visits) during a designated four-week period each  
745 semester. There is no minimum percentage of student survey  
746 responses required. However, if there are fewer than 8  
747 respondents to the survey, such responses may only be used by  
748 the dean for the purpose of ensuring that the faculty member is  
749 meeting their professional obligations and/or adhering to Board  
750 Policy **and Administrative Regulations** requirements, after  
751 validation by the dean/academic administrator.  
752
- 753 **(fe)** Student surveys alone may never be used as the sole justification  
754 for an overall evaluation.  
755
- 756 (5) Report Preparation  
757
- 758 (a) The dean/academic administrator will complete a Faculty  
759 Performance Evaluation Report (Appendix B), including a  
760 recommendation of continued employment, based upon:  
761
- 762 i. the materials from the faculty portfolio;
  - 763
  - 764 ii. results of observations by the dean/academic administrator  
765 or designee and peer observer;

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- iii. results of student surveys from the evaluation period;
  - iv. items relevant to the instructional duties assigned to the faculty member, including adherence to Board Policy and college processes and deadlines;
  - v. a review of activities which are outside of the instructional duties, including those defined within Board Policy;
  - vi. 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.

**For faculty with a course success percentage of under 40%, a plan for improvement will be attached to the evaluation and the faculty member will be directed to complete required professional development training related to improving the teaching and learning process for all students. The required professional development training will be mutually agreed to by the dean/academic administrator and the faculty member.**

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

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

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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.

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**cb.** Follow-up Procedures

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- (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.

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- (2) The faculty member receiving an overall rating below "Meets Standards" will be evaluated again within twelve (12) months.

- 817 (3) In the subsequent evaluation, if the faculty member does not receive an  
818 overall rating of “Meets Standards” or better, the faculty member will not  
819 be eligible for any overload assignments until such time as future  
820 evaluation results in an overall “Meets Standards” or better.  
821

822 ~~c. Evaluation Timelines (Moved to 17.2.a.)~~

823  
824 ~~(1) The dean/academic administrator will initiate the tenured faculty~~  
825 ~~evaluation process every three (3) years.~~

826  
827 ~~(2) The evaluation process must be completed by the end of the~~  
828 ~~academic year in which the process was initiated within one year of~~  
829 ~~its initiation, or the process must begin anew.~~

830  
831 ~~(cd.) Violations of the Evaluation Process (Moved to “New” 17.4.)~~

832  
833 ~~Allegations that the District has not complied with the evaluation~~  
834 ~~procedures shall be processed through the grievance procedure in this~~  
835 ~~Agreement. While violations of these evaluation procedures may be subject~~  
836 ~~to the grievance procedure, a non-substantive error in the evaluation shall~~  
837 ~~not be grievable. The parties recognize that there are many deadlines and~~  
838 ~~procedural requirements in the process and that peers are involved. While~~  
839 ~~the parties expect the process to be followed as written, they recognize~~  
840 ~~that a non-substantive procedural error could occur but may not require a~~  
841 ~~change in the result. A “substantive error” is one which, if not made, would~~  
842 ~~have changed the result.~~  
843

844 17.3. Part-Time Faculty Evaluations

845  
846 The part-time faculty evaluation process is designed to improve the teaching and  
847 learning process and delivery of student services, and to provide the part-time faculty  
848 member a basis for professional growth and development. Part-time faculty who are  
849 assigned teaching hours in addition to their roles as counselors, librarians, and learning  
850 disability specialists shall be evaluated in both their teaching and student service roles.  
851 In the case where two observations are necessary, if the department chair or other  
852 tenured faculty member is the evaluator as the designee of the dean/academic  
853 administrator, they will only be required to conduct one of the class/worksite/electronic  
854 visits and the dean/academic administrator will be required to conduct the other.  
855

856 a. ~~Evaluation Timelines (Moved from 17.3.c.)~~

857  
858 ~~(1) Each part-time faculty member shall be evaluated during the first~~  
859 ~~semester/term of their first assignment at that college.~~

860  
861 ~~(2) Subsequent reviews will be every sixth semester during which an~~  
862 ~~instructional assignment is held, and no fewer than one in every~~  
863 ~~four three years. Out-of-sequence evaluations may also occur as~~  
864 ~~needed if approved by the vice chancellor of Human Resources in~~  
865 ~~consultation with the Association.~~  
866

867 **(3) Part-time faculty only assigned during a summer or winter**  
868 **intersession term will be evaluated in the intersession term of their**  
869 **first assignment and then every 3 years thereafter.**

871 **(ab.)** Part-time Faculty Evaluation Process

872  
873 (1) Self-Evaluation

874  
875 **a)** The faculty member will submit to the dean a portfolio including a  
876 report of college, District or committee service; accomplishments  
877 (such as publications, shows or performances); awards and  
878 achievements; appropriate class materials such as sample syllabi  
879 and assignments; and other pertinent documents.

880  
881 **b)** **The college shall provide course success data disaggregated**  
882 **by race/ethnicity to the faculty member, and if any of the**  
883 **groups represented in this data shows consistently lower**  
884 **success rates, the faculty member will provide a brief self-**  
885 **assessment of how they will adjust the teaching and learning**  
886 **process for these groups. Included in this assessment will be**  
887 **any plan of action for course completion percentages that fell**  
888 **below 40%. The College shall provide course success data by**  
889 **race/ethnicity to the faculty member who shall then use the**  
890 **data to provide a brief self-assessment of how they will use**  
891 **this data to improve the teaching and learning process for**  
892 **impacted groups. Included in this assessment will be any plan**  
893 **of action for course completion percentages that fell below**  
894 **40%.**

895  
896 **c)** **The self-evaluation shall also include a description of the**  
897 **faculty member's teaching, learning, and professional**  
898 **practices that specifically support diversity, equity, inclusion,**  
899 **and accessibility in the educational environment to improve**  
900 **equitable outcomes and course completion for all students,**  
901 **and, if applicable, a list of any DEIA-related professional**  
902 **development activities completed by the faculty member.**

903  
904 (2) Instructional Activity Observation

905  
906 The appropriate dean/academic administrator or designee will make  
907 scheduled classroom/worksite/electronic visits as described below:

908  
909 (a) The part-time faculty member and dean/academic administrator or  
910 designee will mutually agree on the course(s) or equivalent in  
911 which the scheduled observation(s) will take place, so that the  
912 faculty member may be observed under optimum conditions  
913 displaying their abilities.

914  
915 (b) Each evaluation shall include at least one (1) observation, lasting  
916 at least fifty (50) minutes. For online classes, the faculty member  
917 will present the course to the evaluator during an observation  
918 lasting at least fifty (50) minutes.

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(3) Peer Observation

- (a) Only one peer observation is required for each faculty member being evaluated.
- (b) The faculty member being evaluated will submit a list of up to three (3) names of tenured faculty members to serve as potential peer observers. The dean/academic administrator, in consultation with the department chair, will select one faculty member from the list of three (3) to conduct the peer observation. Should none of the faculty members on the list be available to serve, the dean/academic administrator will work with the faculty member being evaluated to select a different tenured faculty member from within the District.
- (c) Once the dean/academic administrator sends a request, the faculty member being evaluated shall respond to the dean/academic administrator's request for the three peer observer names within 5 calendar days or the dean/academic administrator shall make the Peer Observer selection in consultation with the department chair.
- (d) By the third (3rd) week of the semester in which a part-time faculty member is being evaluated, they will select one of the options described below and inform the dean/academic administrator in writing.
- i. Option 1: Selection of a tenured faculty member from within the district to The peer observer will conduct an observation based on a classroom/worksite/electronic visitation and submit written comments to the dean/academic administrator, which will be attached to the evaluation.
1. The faculty member and the peer observer will mutually agree on the course or equivalent in which the scheduled observation will take place, so the faculty member may be observed under optimum conditions for displaying their abilities.
  2. The observation shall last at least fifty (50) minutes. For online classes, the faculty member will present the course to the peer evaluator during an observation lasting at least fifty (50) minutes.
  3. The peer observer shall submit written comments to the dean/academic administrator, which will be provided to the faculty member being evaluated and

966 attached to the evaluation as a peer review  
967 component.

968  
969 ii. Option 2: Selection of a tenured faculty member from within  
970 the District to The peer observer will review the student  
971 evaluations from the previous six (6) semesters, if available.  
972 This is a pilot program and is being added as an alternate  
973 option for the peer review process for years 1 and 2 of the  
974 contract. The parties agree to meet in May 2026 to evaluate  
975 issues/concerns related to Option 2 and reopen the article for  
976 revision and/or an extension of the program. If no student  
977 evaluations are available, the faculty member being evaluated  
978 must select Option 1.

979  
980 1. The selected faculty member peer observer shall  
981 review the student evaluations, discuss the results of  
982 the evaluations with the faculty member being  
983 evaluated, and submit written comments to the  
984 dean/academic administrator, which will be provided  
985 to the faculty member being evaluated and attached to  
986 the evaluation as a peer review component.

987  
988 2. Option 2, if selected, may only be used once every 6  
989 years. Therefore, if Option 2 is selected in any given  
990 academic year, the faculty member will be required to  
991 use Option 1 (peer observation) in the subsequent  
992 evaluation cycle.

993  
994  
995 Option 2 below is a pilot program and is being added as an alternate  
996 option for the peer review process for years 1 and 2 of the contract.  
997 The parties agree to meet in May 2026 to evaluate issues/concerns  
998 related to Option 2 and reopen the article for revision and/or an  
999 extension of the program.

1000  
1001 By the third (3rd) week of the semester in which a part-time faculty  
1002 member is being evaluated, they will select one of the options  
1003 described below and inform the dean/academic administrator in  
1004 writing.

1005  
1006 Option 1: Selection of a tenured faculty member from within the  
1007 district to conduct an observation based on a  
1008 classroom/worksite/electronic visitation and submit written  
1009 comments to the dean/academic administrator, which will be  
1010 attached to the evaluation.

1011  
1012 3. The part-time faculty member and the peer observer will  
1013 mutually agree on the course or equivalent in which the  
1014 scheduled observation will take place, so the faculty member

1015 may be observed under optimum conditions for displaying  
1016 their abilities.

1017  
1018 ~~4. The observation shall last at least fifty (50) minutes. For online~~  
1019 ~~classes, the faculty member will present the course to the peer~~  
1020 ~~evaluator during an observation lasting at least fifty (50)~~  
1021 ~~minutes.~~

1022  
1023 Option 2: Selection of a tenured faculty member from within the  
1024 District to review the student evaluations from the previous six (6)  
1025 semesters, if available. If no student evaluations are available, the  
1026 faculty member being evaluated must select Option 1.

1027  
1028 ~~3. The selected faculty member shall review the student~~  
1029 ~~evaluations, discuss the results of the evaluations with the~~  
1030 ~~faculty member being evaluated, and submit written~~  
1031 ~~comments to the dean/academic administrator, which will be~~  
1032 ~~provided to the faculty member being evaluated and attached~~  
1033 ~~to the evaluation as a peer review component.~~

1034  
1035 ~~4. Option 2, if selected, may only be used once every 6 years.~~  
1036 ~~Therefore, if Option 2 is selected in any given academic year,~~  
1037 ~~the faculty member will be required to use Option 1 (peer~~  
1038 ~~observation) in the subsequent evaluation cycle.~~

1039  
1040 Peer Observation

1041  
1042 ~~5. Selection: The part-time faculty member being evaluated will~~  
1043 ~~submit a list of up to three (3) names of tenured faculty~~  
1044 ~~members to serve as potential peer observers. The~~  
1045 ~~dean/academic administrator, in consultation with the~~  
1046 ~~department chair, will select one faculty member from the list~~  
1047 ~~of three (3) to conduct the peer observation. Should none of~~  
1048 ~~the faculty members on the list be available to serve, the~~  
1049 ~~dean/academic administrator will work with the faculty~~  
1050 ~~member being evaluated to select a different tenured faculty~~  
1051 ~~member from within the District to conduct a scheduled~~  
1052 ~~classroom/worksite/electronic visitation and submit written~~  
1053 ~~comments to the dean/academic administrator to be included~~  
1054 ~~in the evaluation. Only one peer observation is required for~~  
1055 ~~each faculty member being evaluated.~~

1056  
1057 Once the dean/academic administrator sends a request, the  
1058 faculty member being evaluated shall respond to the  
1059 dean/academic administrator's request for the three peer  
1060 observer names within 5 calendar days or the dean/academic



~~administrator shall make the Peer Observer selection in consultation with the department chair.~~

~~6. Process: The faculty member and the peer observer will mutually agree on the course or equivalent in which the scheduled observation will take place, so that the faculty member may be observed under optimum conditions for displaying their abilities.~~

~~7. Length: The observation shall last at least fifty (50) minutes. For online classes, the faculty member will present the course to the peer evaluator during an observation lasting at least fifty (50) minutes.~~

(4) Student Surveys

- (a) The District and Association will mutually agree upon the method and system used for the collection of student surveys in order to ensure the highest possible participation rate. If changes to the collection system become necessary, the District and Association will meet and mutually agree on a new system. If both parties are unable reach mutual agreement, the Chancellor shall make the final determination.
- (b) Student surveys will be conducted in all classes taught by the faculty member during the fall and spring semesters so that faculty can use them for self-improvement. Student surveys are to be initiated prior to December 1 for the fall semester and prior to May 1 for the spring semester. Student surveys will be available to the faculty member after the due date for grades.
- (c) The objective of student surveys is 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. When a faculty member is being evaluated, the student surveys for each of the semesters within the formal evaluation period will be available to the dean/academic administrator or designee and the information may be used in the faculty performance evaluation.
- (d) There is no minimum percentage of student survey responses required. However, if student respondents for any one class fall below the required minimums (as outlined below), such responses may only be used by the dean/academic administrator for the purpose of ensuring that the faculty member is meeting their professional obligations and/or adhering to Board Policy requirements, after validation by the dean/academic administrator.

Required Minimums based on census enrollments:

- 1111 1) Class sizes of 30 or less need at least 6 student respondents;  
1112  
1113 2) Class sizes of 31 to 74 need at least 8 student respondents;  
1114  
1115 3) Class sizes of 75+ would need at least 15 student respondents.  
1116
- 1117 (e) For those faculty members who engage in instruction outside of  
1118 the classroom, including librarians, counselors, and learning  
1119 disability specialists, student surveys will be collected within five  
1120 (5) days of student contact sessions (i.e., student appointments or  
1121 reference desk visits) during a designated four-week period each  
1122 semester. There is no minimum percentage of student survey  
1123 responses required. However, if there are fewer than 8  
1124 respondents to the survey, such responses may only be used by  
1125 the dean for the purpose of ensuring that the faculty member is  
1126 meeting their professional obligations and/or adhering to Board  
1127 Policy requirements, after validation by the dean/academic  
1128 administrator.
- 1129
- 1130 (f) Student surveys alone may never be used as the sole justification  
1131 for an overall evaluation.  
1132
- 1133 (5) Report Preparation
- 1134
- 1135 (a) The dean/academic administrator will complete a Faculty  
1136 Performance Evaluation Report (Appendix B), including a  
1137 recommendation of continued employment, based upon:  
1138
- 1139 i. the materials from the faculty portfolio;  
1140
- 1141 ii. results of observations by the dean/academic administrator  
1142 or designee and peer observer, if different from designee;  
1143
- 1144 iii. results of student surveys from the evaluation period;  
1145
- 1146 iv. items relevant to the instructional duties assigned to the  
1147 part-time faculty member, including adherence to Board  
1148 Policy and college processes and deadlines;  
1149
- 1150 v. a review of activities which are outside of the instructional  
1151 duties, including those defined within Board Policy;  
1152
- 1153 vi. information regarding participation in assessment of  
1154 student learning outcomes. Any information included in the  
1155 part-time faculty member's evaluation regarding  
1156 participation in student learning outcome processes must  
1157 be verified and documented.  
1158
- 1159 ~~vii. For part time faculty with a course success percentage~~  
1160 ~~of under 40%, the dean/academic administrator shall~~  
1161 ~~include the part-time faculty member's written plan for~~  
1162 ~~addressing and improving student outcomes.~~

- 1163 (b) Part-time faculty members shall not be held accountable for any  
1164 aspect of the educational program over which they have no  
1165 authority.  
1166
- 1167 (c) Evaluations are to be based on the materials described in this  
1168 article.  
1169  
1170 Hearsay statements, rumors or information from anonymous  
1171 sources shall be excluded from written evaluations. The evaluator  
1172 may include in the written evaluation information which has been  
1173 documented through a completed investigation subsequent to a  
1174 complaint, the findings of which investigation have been delivered  
1175 to the faculty member under evaluation prior to the inclusion of  
1176 this information in the evaluation report.  
1177
- 1178 (d) Observation of a part-time faculty member may be completed by a  
1179 full-time faculty member as the designee of the vice president or  
1180 the dean, under the following circumstances:  
1181
- 1182 i. The full-time faculty member is tenured,
  - 1183
  - 1184 ii. The full-time faculty member is in good standing with an  
1185 evaluation of "Meets Standards" or better on their most  
1186 recent evaluation,
  - 1187
  - 1188 iii. The full-time faculty member is approved by the  
1189 appropriate dean/academic administrator,
  - 1190
  - 1191 iv. Department chairs will have the first right of refusal for all  
1192 observations of part-time faculty members in their areas,  
1193
  - 1194 v. In the event that the faculty observer determines that an  
1195 observation is likely to result in the observed part-time  
1196 faculty member receiving an overall rating below "Meets  
1197 Standards," the evaluation process will revert to the dean,  
1198 who will conduct a new observation in order to complete  
1199 the evaluation. In order to initiate the transfer of the  
1200 evaluation to the dean/academic administrator, the faculty  
1201 observer shall complete the Transfer of Evaluation Form  
1202 (Appendix C).  
1203
- 1204 **cb.** For those part-time faculty members with priority rehire eligibility as described in  
1205 Article 15, evaluation procedures in relation to continued priority rehire eligibility  
1206 status will be as described in Article 15.  
1207

1208 **c.** ~~\_\_\_\_\_~~ **Evaluation Timelines** **(Moved to 17.3.a.)**

1209  
1210 ~~(1) — Each part time faculty member shall be evaluated during the first~~  
1211 ~~semester/term of their first assignment at that college.~~

1212  
1213 ~~(2) — Subsequent reviews will be every sixth semester during which an~~  
1214 ~~instructional assignment is held, and no fewer than one in every~~

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four three years. Out-of-sequence evaluations may also occur as needed if approved by the vice chancellor of Human Resources in consultation with the Association.

(3) Part-time faculty only assigned during a summer or winter intersession term will be evaluated in the intersession term of their first assignment and then every 3 years thereafter.

**17.4 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.

**South Orange County Community College District**

  
\_\_\_\_\_  
For SOCCCD  
Dr. Cindy Vyskocil  
Vice Chancellor, Human Resources

6.12.24  
\_\_\_\_\_  
Date

**South Orange County Community College District Faculty Association, CTA/NEA**

  
\_\_\_\_\_  
For SOCCCD-FA  
Claire Cesareo  
Chief Negotiator

06/26/24  
\_\_\_\_\_  
Date

**TENTATIVE AGREEMENT BETWEEN THE  
SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT AND THE  
SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT FACULTY ASSOCIATION,  
CTA/NEA**

**September 29, 2023**

This Tentative Agreement between the South Orange County Community College District and the South Orange County Community College District Faculty Association, CTA/NEA (hereinafter referred to as the "Association") is expressly made pursuant to the Education Employment Relations Act and the Collective Bargaining Agreement between the parties.

The agreement applies only to the Article set forth below. All other provisions of the Collective Bargaining Agreement shall be deemed to remain unchanged except as set forth below or as otherwise mutually agreed:

**ARTICLE 19  
TRANSFERS**


[.....]

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. **However, seniority shall not be a consideration in circumstances where an actual conflict of interest exists.**
- b. Faculty members to be involuntarily laterally transferred shall have the right to indicate preferences from a list of vacancies, and the District shall honor such requests on the basis of (1) required minimum qualifications, (2) reasonableness, and (3) seniority **(except in circumstances where an actual conflict of interest exists).**

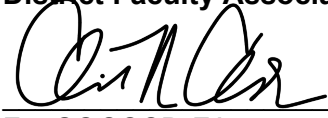
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**South Orange County Community  
College District**

  
\_\_\_\_\_  
For SOCCCD  
Dr. Cindy Vyskocil  
Vice Chancellor, Human Resources

9.29.23  
\_\_\_\_\_  
Date

**South Orange County Community College  
District Faculty Association, CTA/NEA**

  
\_\_\_\_\_  
For SOCCCD-FA  
Claire Cesareo  
Chief Negotiator

09/29/23  
\_\_\_\_\_  
Date

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**TENTATIVE AGREEMENT BETWEEN THE  
SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT AND THE  
SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT FACULTY ASSOCIATION,  
CTA/NEA**

**September 8, 2023**

This Tentative Agreement between the South Orange County Community College District and the South Orange County Community College District Faculty Association, CTA/NEA (hereinafter referred to as the "Association") is expressly made pursuant to the Education Employment Relations Act and the Collective Bargaining Agreement between the parties.

The agreement applies only to the Article set forth below. All other provisions of the Collective Bargaining Agreement shall be deemed to remain unchanged except as set forth below or as otherwise mutually agreed:

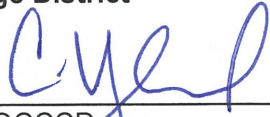
**ARTICLE 20  
TRAVEL**

[.....]

20.1. Faculty members shall be reimbursed for ~~all~~ actual and necessary expenses incurred while on District-approved travel as defined/permitted in Board Policy.

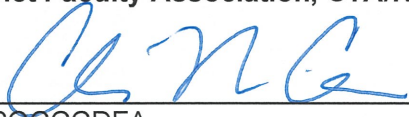
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**South Orange County Community  
College District**

  
\_\_\_\_\_  
For SOCCCD  
Dr. Cindy Vyskocil  
Vice Chancellor, Human Resources

9/29/23  
\_\_\_\_\_  
Date

**South Orange County Community College  
District Faculty Association, CTA/NEA**

  
\_\_\_\_\_  
For SOCCCDFA  
Claire Cesareo  
Chief Negotiator

9/29/23  
\_\_\_\_\_  
Date

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3           **TENTATIVE AGREEMENT BETWEEN THE**  
4           **SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT AND THE**  
5           **SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT FACULTY ASSOCIATION,**  
6           **CTA/NEA**

7                           **September 29, 2023**

8           This Tentative Agreement between the South Orange County Community College District and the  
9           South Orange County Community College District Faculty Association, CTA/NEA (hereinafter  
10           referred to as the "Association") is expressly made pursuant to the Education Employment  
11           Relations Act and the Collective Bargaining Agreement between the parties.  
12

13           The agreement applies only to the Article set forth below. All other provisions of the Collective  
14           Bargaining Agreement shall be deemed to remain unchanged except as set forth below or as  
15           otherwise mutually agreed:  
16


17   **ARTICLE 21**  
18   **HEALTH AND SAFETY**

19  
20           [.....]

21  
22           21.11. The District will establish a permanent District-wide Health and Safety Committee with  
23           proportional representation from district administration, college administration, and all  
24           bargaining groups. **The Committee shall meet as needed or within thirty (30) days**  
25           **from the date a request is made by either the Faculty Association or the District.**  
26

27           [.....]

28  
29  
30           **South Orange County Community**  
31           **College District**

32  
33             
34           \_\_\_\_\_

35           For SOCCCD  
36           Dr. Cindy Vyskocil  
37           Vice Chancellor, Human Resources

38  
39  
40                     9.29.23            
41           Date

30           **South Orange County Community College**  
31           **District Faculty Association, CTA/NEA**

32  
33             
34           \_\_\_\_\_

35           For SOCCCD-FA  
36           Claire Cesareo  
37           Chief Negotiator

38  
39                     09/29/23            
40           Date  
41  
42  
43

1  
2                   **TENTATIVE AGREEMENT BETWEEN THE**  
3                   **SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT AND THE**  
4                   **SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT FACULTY ASSOCIATION,**  
5                   **CTA/NEA**

6                   **August 30, 2024**  
7

8       This Tentative Agreement between the South Orange County Community College District and the  
9       South Orange County Community College District Faculty Association, CTA/NEA (hereafter  
10      referred to as the “Association”) is expressly made pursuant to the Education Employment  
11      Relations Act and the Collective Bargaining Agreement between the parties.  
12

13      The following tentative agreement is intended to apply only to the Article set forth below. All other  
14      provisions of the Collective Bargaining Agreement shall be deemed to remain unchanged except  
15      as set forth below or as otherwise mutually agreed:  
16

17   **ARTICLE 22**  
18   **LAYOFF PROCEDURES AND FACULTY SERVICE AREAS**  
19

20 22.1. **General Provisions**

21                   **a.** Should the District institute a layoff of full-time faculty, the statutory guarantees  
22                   contained in the California Educ. Code as applicable to Community College Districts are  
23                   incorporated into this Agreement and shall apply.  
24  
25

26 22.2 **b. Faculty Service Areas**

27  
28                   **a.** California Ed Code § 87743.1 defines Faculty Service Areas (FSAs) as “a  
29                   service or instructional subject area or group of related services or  
30                   instructional service areas performed by faculty and established by a  
31                   community college district...”. For purposes of this agreement, Faculty Service  
32                   Areas (“FSAs”) are shall be the list of “Disciplines and Areas” established by  
33                   the California Community College Chancellor’s Office and any disciplines  
34                   established locally at the District. All full-time faculty in the South Orange  
35                   County Community College District are in one Faculty Service Area (FSA).  
36

37                   **b.** Each full-time unit faculty member shall qualify in one or more FSA at the time  
38                   of initial employment.

39                   **c.** Initial placement assignment in an FSA or FSAs shall be based on one or more  
40                   of the following:

- 41  
42
- 43                                   **(1)** possessesion of the appropriate degree and/or experience, or  
44                                   equivalency, for the specific disciplines represented in that FSA, as  
45                                   provided for in the minimum qualifications list established by the  
46                                   California Community Colleges Chancellor’s Office; or  
47                                   **(2)** possessesion of a valid California Community College Credential in  
48                                   the occupational discipline; or  
49                                   **(3)** possessesion of a valid California Community College Credential  
50                                   and a bachelor’s degree in the academic discipline; or



- 51 (4) possession of a Lifetime California Credential for the discipline of  
52 the FSA; or  
53 (5) is granteding of an equivalency in the discipline as determined  
54 through the hiring process.  
55

56 d. Upon hire, the District shall provide each new contract probationary full-  
57 time unit faculty member with a list of District FSAs Faculty Service Areas  
58 and the minimum qualifications for each. The faculty member may be  
59 added to each FSA for which they qualify, as specified in 22.2.c.  
60

- 61 (1) Where the applicant new hire clearly possesses the specified  
62 minimum qualifications as determined by the Minimum  
63 Qualifications for Faculty and Administrators in California  
64 Community Colleges Chancellor's Office, Human Resources shall  
65 certify the applicant as meeting the requirements for the FSA. In all  
66 other cases, the application shall go through the District  
67 equivalency process for determination.  
68  
69 (2) If full-time unit faculty members the new hire believes that they  
70 qualify for an FSA through equivalency, a petition for equivalency in  
71 that FSA must be submitted and approved through the District  
72 equivalency process. All petitions for equivalency should be  
73 submitted on or before February 1<sup>st</sup> in order to ensure that  
74 equivalency can be considered in any reduction in force  
75 proceedings during that academic year.  
76

77 e. In subsequent years, Aall full-time unit faculty members shall be permitted  
78 eligible to add any additional faculty service area FSAs in for which they  
79 full-time unit member qualify., as specified in has met the above standards  
80 in 22.b.2.c above. A full-time unit member meeting the competency  
81 standards may apply to add FSAs for which the full-time unit member  
82 meets minimum qualifications qualifies. If full-time unit faculty members  
83 believe that they qualify for an FSA through equivalency, a petition for  
84 equivalency in that FSA must be submitted and approved through a District  
85 Equivalency process. All applications shall be received on or before  
86 February 15<sup>th</sup> in order to be considered in any reduction in force  
87 proceedings during that academic year. [Per Ed. Code 87743.3]  
88

- 89 (1) Where the full-time faculty member clearly possesses the specified  
90 minimum qualifications as determined by the Minimum  
91 Qualifications for Faculty and Administrators in California  
92 Community Colleges Chancellor's Office, Human Resources shall  
93 certify the applicant as meeting the requirements for the FSA. In all  
94 other cases, the application shall go through be referred to the  
95 District Eequivalency Committee process for determination in  
96 accordance with the provisions of the policy on equivalency.  
97  
98 (2) If a full-time unit faculty members believes that they qualify for an  
99 FSA through equivalency, a petition for equivalency in that FSA  
100 must be submitted and approved through athe District equivalency  
101 process. All petitions for equivalency should be submitted on or

102 before February 1<sup>st</sup> in order to ensure that equivalency can be  
103 considered in any reduction in force proceedings during that  
104 academic year.

105 f. During the first year term of the contract in which this revised article is  
106 enacted, a process will be established to allow current full-time faculty  
107 members to add all FSAs for which they qualify, as specified in 22.2.c.

108  
109  
110 g. The District Human Resources Office shall maintain a list of the FSAs  
111 faculty service areas and the faculty members assigned to each who are  
112 competent in each FSA. A list of FSAs for each faculty member shall be  
113 maintained as a part of the faculty member's personnel file and each  
114 faculty member shall have access to their FSA list annually. on the District-  
115 approved electronic human resources system.

116  
117 g. ~~Changes to the designation of faculty service areas may be made through~~  
118 ~~the negotiations process.~~  
119

### 120 22.3 Layoff Procedures

121  
122 a. Prior to issuing any layoff notice, the District shall notify the Association of  
123 the intent to layoff any FT faculty member.

124  
125 a. ~~A list of all employees being considered for termination ordered by~~  
126 ~~seniority, work location, and assignment;~~

127 b. ~~A list of all the FSAs for which each full-time faculty member is~~  
128 ~~qualified, as determined by 22.2.~~

129 c. ~~A list of all temporary, part-time, or other employees performing~~  
130 ~~bargaining unit work, indicating the number of hours per week worked~~  
131 ~~by each employee;~~

132 d. ~~A class size report comparing current, pre-layoff status with the~~  
133 ~~projected class size impact resulting from contemplated layoffs; and~~

134 e. ~~A list of assignment/reassignment and transfer changes contemplated~~  
135 ~~as a result of anticipated layoffs.~~

136  
137 b. Within ten five (510) days of the issuance of layoff notices to impacted unit  
138 members, the District shall meet with the Association to negotiate the impact  
139 of the District's potential determination to lay off unit members regarding any  
140 matters not covered by this Article, and shall provide the Association with the  
141 following:

142  
143 1. A list of all full-time faculty issued layoff notices;

144 2. The FSAs for which each full-time faculty member is qualified, as  
145 determined by 22.2;

146 3. A list of all temporary, part-time, or other employees performing  
147 bargaining unit work, indicating the number of hours per week worked  
148 by each employee;

149 4. A class size report comparing current, pre-layoff status with the  
150 projected class size impact resulting from contemplated layoffs; and

151 5. A list of assignment/reassignment and transfer changes contemplated  
152 as a result of anticipated layoffs.

- 153
- 154 c. The services of no tenured employee may be terminated under this section  
155 while any temporary employee, probationary employee, or other employee with  
156 less seniority is retained to render a service in an FSA *discipline* Faculty  
157 Service Area in for which the records of the District reflect that the tenured  
158 employee possesses the minimum qualifications as prescribed by the  
159 California Community Colleges Chancellor's Office.
- 160
- 161 d. Prior to the processing of a layoff, all existing faculty members shall be  
162 permitted to add any additional FSAs for which they qualify, as specified in  
163 22.2.c. and 22.2.d. [Ed. Code 87743.3 – shall be by February 15]
- 164
- 165 e. The Board of Trustees shall make assignments and reassignments in such  
166 a manner that faculty shall be retained to render any service which their  
167 seniority and qualifications entitle them to render, *in accordance with*  
168 Article 9 of this agreement.
- 169
- 170 f. If it becomes necessary for a reduction in force (layoff), full-time faculty  
171 members assigned to an FSA, properly qualified and competent in a  
172 Faculty Service Area ("FSA") to render services in the service areas of  
173 divisions subject to such layoff, shall be laid off in reverse order of  
174 seniority within the District. (Educ. Code § 87743). Probationary full-time  
175 faculty subject to any such lay-offs shall have a 24-month right of  
176 reemployment in any position in which they meet minimum qualifications  
177 as set forth in the Education Code Section § 87745. Tenured full-time  
178 faculty members will have a 39-month right of reemployment in any  
179 position in which they meet minimum qualifications as set forth in  
180 Education Code Section § 87744.
- 181
- 182 f. Where the necessary reduction in force cannot be accomplished through  
183 reassignment or transfer, affected full-time faculty members shall be  
184 offered the opportunity for retraining and reassignment to an FSA, in  
185 accordance with the following:
- 186
- 187 (1) Retraining shall be voluntary. Agreement by the faculty member to  
188 undertake retraining shall constitute agreement to comply with the  
189 conditions of an approved retraining plan and to assume the  
190 designated reassignment upon completion.
- 191
- 192 (2) Retraining may involve formal coursework, research, work  
193 experience, or other related activity.
- 194
- 195 (3) The length of the retraining leave will be determined by the specific  
196 approved retraining plan, up to a total of two (2) years.
- 197
- 198 (4) Employees reassigned for all or part of their normal assignment for  
199 the purpose of retraining shall continue to be compensated at their  
200 normal rate of pay and receive full benefits. The compensation shall  
201 be paid to the employee while on leave in the same manner as if the

202 employee were teaching in the District.

203  
204 (5) Requests for retraining may be initiated by the faculty member or  
205 the District. If a need for retraining exists, the faculty member, in  
206 consultation with the appropriate vice president, shall prepare a  
207 proposed retraining plan, and submit it to the vice chancellor of  
208 human resources. The plan will then be approved by a committee  
209 made up of two (2) discipline experts (from the discipline in which  
210 the faculty member is getting retrained) from each college appointed  
211 by the academic senates, and the appropriate vice president at each  
212 college or their designee. The leave of absence and funding for the  
213 plan will be submitted for approval by the board of trustees.

214  
215 (6) Where the approved retraining plan specifies completion of college  
216 or university course work, the faculty member shall be eligible for  
217 reimbursement by the District for the actual costs of tuition and  
218 fees, not to exceed the California State University rate for equivalent  
219 units of course work. Where the required course work is offered  
220 only at a University of California and that University of California is  
221 within a sixty (60) mile radius of the District office, the faculty  
222 member shall be eligible for reimbursement at that rate.  
223 Reimbursement shall require successful completion of course work  
224 and verification by transcript.

225  
226 (7) Modification of the approved plan, including course substitutions,  
227 must be approved by the appropriate vice president in advance, in  
228 consultation with the discipline expert.

229  
230 (8) Each faculty member on an approved retraining plan must submit a  
231 verification of completion form to the District Human Resources  
232 Office. The verification may include, as appropriate, transcripts,  
233 verification of work experience, research reports, etc. that  
234 demonstrate compliance with the approved retraining plan. If the  
235 verification does not indicate compliance with the approved plan,  
236 the leave may be deemed to have been wholly or in part a leave  
237 without pay requiring the employee to make financial restitution in  
238 whole or in part to the District.

239  
240 (9) Retraining leave shall count toward retirement and be considered as  
241 a regular service to the District for purposes of advancement on the  
242 salary schedule.

243  
244 (10) Approved units for courses of study during the leave may be applied  
245 toward salary advancement per the established regulations  
246 governing salary changes.

247  
248 g. Notwithstanding the District's determination to lay off members of the  
249 bargaining unit, no remaining member of the bargaining unit shall have  
250 their class size or workload increased as a direct result of such layoff.  
251

- 252 h. In the event of a layoff based upon a reduction or elimination of a particular  
253 kind of service, the work required in the delivery of such services shall not  
254 be reassigned to remaining members of the bargaining unit who have not,  
255 heretofore, performed such services in the regular exercise of their normal  
256 duties.
- 257
- 258 i. Members of the bargaining unit who are laid off, and whose layoff is  
259 thereafter found to be inconsistent with provisions of law, or regulations  
260 having the effect of law, shall be immediately restored to employment with  
261 no loss in salary or benefits.
- 262
- 263 gj. Members of the bargaining unit who are laid off and not eligible for  
264 retraining/reassignment shall receive:
- 265
- 266 (1) Severance pay valued at the rate of ten (10) days times the number of  
267 years employed by the District as a full-time faculty member; Any  
268 negotiated items agreed to between the Faculty Association and District  
269 upon formal notification of the layoff(s); plus:
- 270
- 271 (2) Up to five (5) days of paid leave to be used in seeking other  
272 employment; and
- 273
- 274 (3) Continued enrollment in any health plans and welfare benefits offered  
275 by the District. The District shall pay the full cost of such plans for the  
276 laid off unit member and their dependents for a period of six months  
277 ninety (90) days following the date health and welfare benefits would  
278 otherwise expire. Thereafter, the laid-off unit member may continue to  
279 pay the necessary premiums on a monthly basis as provided by  
280 COBRA.
- 281

## 282 22.2 — Faculty Disciplines List

283

284 The District shall maintain a permanent record of disciplines for which a full-time  
285 faculty member possesses the minimum qualifications, or equivalency, as  
286 provided for in the minimum qualifications list established by the California  
287 Community Colleges Chancellor's Office. This record shall be maintained as a  
288 part of the faculty member's personnel file.

289

290 a. Upon hire, each full-time faculty member will have the discipline for which  
291 they were hired listed and may elect to add any other discipline for which  
292 they meet the minimum qualifications. If the faculty member believes that  
293 they qualify for a discipline through equivalency, a petition for equivalency  
294 in that discipline must be submitted and approved.

295

296 b. If a faculty member completes additional education and/or training to  
297 qualify for meet the minimum qualifications for other disciplines following  
298 their initial hire, they may elect to have these additional disciplines listed in  
299 their file. If a faculty member believes that they qualify for a discipline  
300 through equivalency, a petition for equivalency in that discipline must be  
301 submitted and approved. Faculty can add disciplines to their file by  
302 submitting the Additional Disciplines Form (TO BE DEVELOPED) to Human

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Resources.

c. During the first year in which this revised article is enacted, a process will be established to allow current full-time faculty members to add disciplines to their list for which they meet minimum qualifications or are approved through equivalency.

d. Each faculty member shall have access to their disciplines list on the District-approved electronic human resources system.

e. In the event of a layoff, all full-time faculty will be given the opportunity to add disciplines to their list for which they meet minimum qualifications through the submission of the Additional Disciplines Form to Human Resources. If the faculty member believes that they qualify for a discipline through equivalency, a petition for equivalency in that discipline must be submitted and approved.

South Orange County Community College District

South Orange County Community College District Faculty Association, CTA/NEA



For SOCCCD  
Dr. Cindy Vyskocil  
Vice Chancellor, Human Resources

For SOCCCD-FA  
Claire Cesareo  
Chief Negotiator

8/30/24

8/30/24

Date

Date

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7

**TENTATIVE AGREEMENT BETWEEN THE  
SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT  
TO THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT FACULTY  
ASSOCIATION, CTA/NEA**

**January 17, 2024**

8 This Tentative Agreement is between the South Orange County Community College District to  
9 the South Orange County Community College District Faculty Association, CTA/NEA (hereinafter  
10 referred to as the "Association") is expressly made pursuant to the Education Employment  
11 Relations Act and the Collective Bargaining Agreement between the parties.  
12

13 The following TA is intended to apply only to the Article set forth below. All other provisions of  
14 the Collective Bargaining Agreement shall be deemed to remain unchanged except as set forth  
15 below or as otherwise mutually agreed:  
16

17  
18  
19

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

20  
21

26.1. Bonded Sabbatical

22 At the discretion of the Board of Trustees, upon the recommendation of the District  
23 Sabbatical Committee, the District may grant a sabbatical to eligible faculty members  
24 (Educ. Code §§87767 and 87768).  
25

26  
27

a. Purpose

28 A sabbatical is to allow for the professional enhancement of the faculty member.  
29 Such professional enhancement shall be to the benefit of the faculty member,  
30 their college, students, and/or to the District. The value of what the faculty  
31 member may contribute following their return includes, but is not limited to, the  
32 areas of pedagogy, curriculum development, and the culture of the college and  
33 the community it serves.  
34

35  
36

b. Length of Sabbatical

37 A sabbatical leave may take one of two possible forms:  
38

- 39 (1) One semester at full pay and employee benefits, or  
40  
41 (2) One academic year at two-thirds pay and full employee benefits.  
42

43  
44

c. Eligibility

- 45 (1) Any tenured full-time faculty member who has served the District for at  
46 least six (6) consecutive years without a break in service (Educ. Code  
47 §87768) is eligible for a sabbatical. No more than one such sabbatical  
48 may be granted to a faculty member in each seven-year period. **Tenured**  
49 **faculty members who become administrators within the District will**  
50 **retain the sabbatical eligible years they accrued while serving as**

51 **faculty and can utilize those years if they return to being a fulltime**  
52 **faculty member.**

- 53  
54 (2) An eligibility list will be prepared by the Human Resources Office no later  
55 than July 1st of the preceding year and sent to all full-time faculty  
56 members.

57  
58 d. Acceptable Sabbatical Projects

59  
60 A sabbatical may be granted for any of the following purposes:

- 61  
62 (1) Professional study related to assigned discipline(s) or for the purpose of  
63 retraining when there is a scheduled phase-out in a discipline and/or  
64 program.  
65  
66 (2) Completion of courses for an advanced degree related to assigned  
67 discipline(s) or in advanced studies related to higher education.  
68  
69 (3) Special project, research or assignment that relates to the goals and  
70 mission of the college and District.  
71  
72 (4) Travel related to assigned discipline, course and/or program of faculty  
73 member.

74  
75 e. Sabbatical Committee

- 76  
77 (1) **Each division/school will be entitled to one (1) faculty representative**  
78 **for every thirty-two (32) full-time faculty members or portion thereof.**  
79 **The Sabbatical Committee will consist of up to one (1) faculty**  
80 **member from each division/school, Each college president will**  
81 **appoint one college administrator to be a member of the committee.**  
82 **one (1) administrator from each college who will be appointed by the**  
83 **college president, and †The chancellor will select a appropriate** vice  
84 **chancellor, who will also to** serve as co-chair **of the committee.**  
85  
86 (2) **The committee members will elect a faculty co-chair from among its**  
87 **membership.**  
88  
89 (3) Members of the Sabbatical Committee may not submit a sabbatical  
90 proposal nor serve in the year following the completion of a sabbatical.  
91  
92 (4) **Each Ssabbatical Committee members** will **elect a chair and** have one  
93 (1) vote **each.**  
94  
95 (5) The Sabbatical Committee shall have as its sole responsibility the  
96 handling of matters pertaining to bonded sabbaticals.  
97  
98 (6) The Sabbatical Committee shall meet during September each year to  
99 establish procedures and policies within the scope of this Master  
100 Agreement.  
101



102 (Z) The Sabbatical Committee shall also establish all timelines for the  
103 application and approval process provided that all recommendations for  
104 sabbaticals shall be forwarded to the Chancellor no later than December  
105 20th.  
106

107 f. Number of Sabbaticals and Priority Determinations for Committee Consideration  
108

109 (1) The number of sabbatical semesters available for consideration by the  
110 Sabbatical Committee shall be calculated as 4.63% of the full-time faculty  
111 semester/year obligation as reported by the Chancellor's Office, California  
112 Community Colleges to the District in the fall of that academic year (Title  
113 5 §§51025, (a), 1 and 53302). Deferred sabbaticals according to Section  
114 26.1.g.(5) will not be reflected in the 4.63% allocation for the next  
115 academic year.  
116

117 (2) The determination of the number of semesters available for sabbaticals  
118 for any given academic year shall be made by rounding up after the  
119 multiplication process takes place.  
120

121 Example:

122  $4.63\% \times 255 \text{ (faculty)} = 11.8 \times 2 = 23.6 \text{ or } 24 \text{ semesters}$   
123

124 (3) The Sabbatical Committee will assign priority to proposed sabbatical  
125 projects as follows:  
126

127 (a) A first-time applicant will be given priority over applicants who  
128 have had a previous sabbatical.  
129

130 (b) Thereafter, applicants will be determined by seniority of service  
131 and by the quality of the proposal as ranked by the Sabbatical  
132 Committee.  
133

134 (c) In the event of a tie when all previous criteria have been met, the  
135 tie shall be broken by a majority vote of the Sabbatical Committee.  
136

137 g. Application Process  
138

139 (1) Faculty members shall be notified by the Sabbatical Committee of their  
140 eligibility to apply for a sabbatical and provided with instructions for  
141 completing the application form and the final report. In addition, faculty  
142 members will be informed of all necessary deadlines and procedures.  
143

144 (2) The faculty member shall discuss the proposed sabbatical project with  
145 division/school peers, department chair, division/school dean, appropriate  
146 vice president, and solicit input/feedback.  
147

148 (3) The faculty member shall submit to the college president a copy of their  
149 sabbatical proposal (or a rough draft thereof) for input and feedback. The  
150 president may provide comments and indicate one of the following:  
151

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

(b) NON-SUPPORT: The sabbatical proposal will be returned to the faculty member with recommendations to warrant the president's support.

i. In the event where the college president does not support a sabbatical proposal, the faculty member may:

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.

**d) The non-support of the college president shall be considered by the Sabbatical Committee.**

(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.

- 202 (5) In the event there are multiple sabbatical requests in the same  
203 department for the same period, the dean may defer a board-approved  
204 sabbatical so as not to interfere with the regular operation of a  
205 department, subject to the following conditions:  
206 (a) A deferred sabbatical must be granted within one (1) year of the  
207 date on which the deferred sabbatical was due to commence.  
208  
209 (b) Faculty members will retain their cycle of sabbatical eligibility  
210 based on the approval date of the application.  
211  
212 (c) When a sabbatical deferral is necessary, faculty members  
213 approved for their first sabbatical will receive priority.  
214  
215 (d) When a sabbatical deferral is necessary, and all affected faculty  
216 members have previously received a sabbatical, in the absence of  
217 a mutual agreement to the contrary among the affected faculty  
218 members, priority will be given to the most senior faculty member  
219 as determined by the District-assigned faculty seniority number.  
220

221 i. Length and Conditions for a Sabbatical  
222

- 223 (1) The recipient of a one semester sabbatical will be compensated at their  
224 regular salary and employee benefits; a two-semester sabbatical at two-  
225 thirds regular salary and full District-provided benefits. Year-long  
226 sabbaticals shall reduce the District contribution to STRS. Faculty  
227 members wishing to maintain full service credit with STRS must contact  
228 STRS.  
229  
230 (2) Salary while on sabbatical shall be paid on a monthly basis during the  
231 academic year.  
232  
233 (3) Faculty members cannot assume any other additional full-time  
234 employment while on sabbatical, unless it is an integral part of their  
235 approved sabbatical. If this provision is violated, all compensation and the  
236 cost of employee benefits must be returned to the District.  
237  
238 (4) **Faculty members on sabbatical are eligible to apply for and receive**  
239 **District and/or college professional development funding to attend**  
240 **academic/professional conferences.**  
241  
242 (5) Faculty members granted sabbatical shall not be authorized to perform  
243 additional professional services such as overload, overtime, part-time  
244 assignment, stipend, and grants for District pay. **Nor Except as provided**  
245 **by 26.i.4., will** the District **will not** furnish equipment or materials, pay  
246 travel costs, or provide remuneration other than the sabbatical  
247 compensation during the period of the sabbatical. The Board may, upon  
248 application, grant exception to this provision.  
249  
250 (6) A sabbatical shall be counted as experience for advancement on the  
251 salary schedule.

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(Z) Academic credits earned while on sabbatical or professional development activity may be used toward salary increments the following academic year, in accordance with the existing board policies.

[.....]

**South Orange County Community College District**



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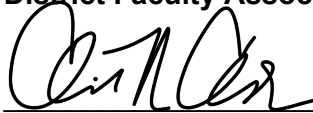
For SOCCCD  
Dr. Cindy Vyskocil  
Vice Chancellor, Human Resources

1.17.24

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Date

**South Orange County Community College District Faculty Association, CTA/NEA**



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For SOCCCD-FA  
Claire Cesareo  
Chief Negotiator

1-17-2024

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Date

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**TENTATIVE AGREEMENT  
BETWEEN THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT  
AND THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT FACULTY  
ASSOCIATION, CTA/NEA**

**August 30, 2024**

14 This Tentative Agreement between the South Orange County Community College District and the  
15 South Orange County Community College District Faculty Association, CTA/NEA (hereafter  
16 referred to as the "Association") is expressly made pursuant to the Education Employment  
17 Relations Act and the Collective Bargaining Agreement between the parties. This Tentative  
18 Agreement supersedes the agreement signed on June 10, 2024.

19 The following tentative agreement is intended to apply only to the Article set forth below. All other  
20 provisions of the Collective Bargaining Agreement shall be deemed to remain unchanged except  
21 as set forth below or as otherwise mutually agreed:

**ARTICLE 27  
BENEFITS**

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27.1. **Full-time Faculty** 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 takes effect spring of 2025 and is** calculated as follows:

Employee Monthly Cost <b><u>(rounded up to nearest \$)</u></b>	Monthly Allowance
\$1 to <del>\$1000</del> <b><u>\$1009</u></b>	= up to \$100*
<b><u>\$1010</u></b> to \$250	= up to \$250*
\$251 to \$500	= up to \$500*
\$501 plus	= up to \$750*

Medicare Recipients = up to \$2350\*

\* Subject to Article 27.2.b

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- 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 \$384,000768,000 per semester. Once all eligible employees and amounts have been determined, if the total amount is greater than \$384,000768,000 per semester, the allowance amounts will be reduced proportionately so that the total amount equals but does not exceed \$384,000768,000 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:
- (1) Eligibility is reviewed each fall and spring semester. No allowance will be paid during the summer session.
  - (2) The faculty member must have completed sixfour semesters of employment in the district.
  - (3) The faculty member must be employed for a minimum of 129 LHE in the District in the 12-month period ending at the end of the prior semester (summer session counts toward meeting this requirement).
  - (4) The faculty member had assignments in the District in at least five of the semesters during the prior three academic years: (~~S~~summer session does not can count toward meeting this requirement-).
  - (5) The faculty member must work a minimum of three LHE in the District during the semester in which the District allowance is disbursed.
  - (6) Each semester the faculty member must submit the following to the District Business Office no later than September 10<sup>th</sup> and February 10<sup>th</sup> by 5 p.m. (PST) in order to be eligible for the District allowance:
    - (a) A signed affidavit and official documentation of current enrollment and monthly premium cost paid by the employee in a voluntary Bronze, Silver, Gold, or Platinum medical plan provided through Covered California under the Patient Protection and Affordable Care Act, or an equivalent comprehensive medical or health insurance plan.
    - (b) If coverage is terminated, the part-time faculty member must notify the District within 10 days of the date of termination. If the policy is terminated, the benefit will cease for the remainder of the semester.
    - (c) This program is subject to random District audits.
- d. The District allowance will cease if the employee no longer meets the requirements of the above criteria.

- 103 e. The District allowance shall be paid through payroll and will be prorated over the  
104 number of paychecks received by the eligible faculty member each fall and  
105 spring semester.  
106
- 107 ~~a. In accordance with the California 2022 Budget Act and Education Code sections~~  
108 ~~87860-87868, the District shall provide each eligible part-time faculty member a~~  
109 ~~choice of group medical insurance plans comparable to those received by full-~~  
110 ~~time faculty members upon eligibility and during the open enrollment period. The~~  
111 ~~open enrollment period for enrollment or changes in group insurance will be held~~  
112 ~~once annually, as announced by the District.~~  
113
- 114 ~~b. Faculty members or their dependents whose healthcare benefits are paid by~~  
115 ~~another employer other than a community college district are not eligible to~~  
116 ~~participate in this program.~~  
117
- 118 ~~c. Effective during the first open enrollment period following ratification of this~~  
119 ~~contract, the District shall pay one hundred percent of the premium for eligible~~  
120 ~~part-time faculty members and their eligible family members/dependents.~~  
121
- 122 ~~d. If the cost of the program, combined with the cost of the non-qualifying faculty~~  
123 ~~reimbursement described in 27.4, below exceeds \$768,000 annually for more~~  
124 ~~than two years, both parties agree to meet and renegotiate this article.~~  
125
- 126 ~~e. If the state funding for this program is eliminated, the program would be~~  
127 ~~suspended and the Part-Time Health Insurance Allowance from the 2021-2024~~  
128 ~~faculty contract reinstated.~~  
129
- 130 ~~f. Part-time faculty members are eligible for this coverage if they serve an average~~  
131 ~~equal to forty percent (40%) of a full-time assignment for two (2) consecutive~~  
132 ~~academic semesters for the first time and then, once enrolled, an average of forty~~  
133 ~~percent (40%) over two academic years.~~  
134
- 135 ~~g. For purposes of determining eligibility, summer or any other term outside of the~~  
136 ~~academic year shall not represent an interruption in assignment and coverage~~  
137 ~~will continue during the terms outside of the academic year as long as faculty~~  
138 ~~remain eligible. Retired tenured faculty members are not eligible for this program.~~  
139
- 140 ~~h. The effective date of insurance for part-time faculty members is the date when~~  
141 ~~they complete an enrollment application where such date coincides with or~~  
142 ~~follows the completion of two (2) consecutive academic semesters. Coverage~~  
143 ~~continues as long as a forty percent (40%) assignment is maintained over two~~  
144 ~~rolling academic years. Part-time faculty will be dropped from the district provided~~  
145 ~~insurance following the end of the second academic year without averaging forty~~  
146 ~~percent (40%).~~  
147
- 148 ~~i. Eligibility ends upon termination of employment from the District or resignation.~~  
149 ~~Part-time faculty who retire from CalSTRS but remain employed as part-time~~  
150 ~~faculty members continue to be eligible for this program.~~  
151
- 152 ~~j. Part-time faculty who have previously qualified for benefits and who~~  
153 ~~subsequently lose their benefits eligibility by dropping below the 40%~~

154 requirement shall have their benefits reinstated the first month following the  
155 initiation of a 40% or greater assignment within the 18 month period following  
156 their loss of eligibility.

157  
158 k. Unit members may add their spouse, domestic partner, or other dependents at  
159 the time of eligibility or during open enrollment periods.

160  
161 ~~27.3 Multi-District Part-Time Faculty Healthcare Reimbursement~~

162  
163 a. To be eligible for health insurance reimbursement of their paid medical insurance  
164 premium up to the total of a full-time faculty premium, a Multi-District Part-Time  
165 Faculty Member must have met all of the following criteria over the past two  
166 consecutive fall/spring or spring/fall semesters:

- 167 1) Served in more than one California community college district;
- 168 2) Not have held an assignment of 40% or more of a full-time equivalent  
169 faculty assignment in any California community college district with a paid  
170 healthcare program for part-time faculty;
- 171 3) Not have received coverage from any other employer sponsored plan, or as  
172 a covered dependent of anyone receiving coverage from an employer  
173 sponsored plan;
- 174 4) Have purchased a healthcare plan covering themselves and optionally any  
175 eligible family members/dependents.
- 176 5) A qualifying Multi-District Part-Time Faculty Member must provide  
177 documentation as requested by the District demonstrating they meet the  
178 eligibility requirements, in addition to signing an affidavit provided by the  
179 District attesting to having met these requirements.

180  
181 ~~27.4 Health Insurance Allowance for Non-Qualifying Part-time Faculty~~

182  
183 a. Part-time faculty who do not qualify for the health insurance program as  
184 stipulated by the California 2022 budget act, will continue to receive an allowance  
185 for the purpose of securing a medical plan in accordance with the following  
186 parameters:

- 187 • Plan is required to be a comprehensive medical plan
- 188 • The District is not responsible for STRS impacts for STRS retirees
- 189 • The monthly allowance is offered only for months in which the employee  
190 receives medical coverage
- 191 • The allowance is only paid during the semesters of the regular academic  
192 year in which the part-time faculty member is employed

193  
194 b. The monthly benefit amount is calculated as follows:

195  
196 Employee  
197 Monthly Cost \_\_\_\_\_ Monthly Allowance



204	\$1 to \$99	= \$0
205	\$100 to \$250	= up to \$250
206	\$251 to \$500	= up to \$500
207	\$501 plus	= up to \$750
208	Medicare Recipients	= up to \$250

209  
 210 e. The District shall provide a monthly allowance to qualified part-time faculty  
 211 members for the purpose of purchasing comprehensive health insurance. The  
 212 total amount of the allowance will be \$384,000 per semester. Once all eligible  
 213 employees and amounts have been determined, if the total amount is greater  
 214 than \$384,000 per semester, the allowance amounts will be reduced  
 215 proportionately so that the total amount equals but does not exceed \$384,000  
 216 per semester.

217  
 218 d. This allowance shall be applied toward a qualified voluntary comprehensive  
 219 health insurance program of the faculty member's individual arrangement and  
 220 choice for the part-time faculty member who meets the following criteria:

221  
 222 (1) Eligibility is reviewed each fall and spring semester. No allowance will be  
 223 paid during the summer session.

224  
 225 (2) The faculty member must have completed six semesters of employment  
 226 in the district.

227  
 228 (3) The faculty member must be employed for a minimum of 12 LHE in the  
 229 District in the 12-month period ending at the end of the prior semester  
 230 (summer session counts toward meeting this requirement).

231  
 232 (4) The faculty member had assignments in the District in at least five of the  
 233 semesters during the prior three academic years. (Summer session does  
 234 not count toward meeting this requirement.)

235  
 236 (5) The faculty member must work a minimum of three LHE in the District  
 237 during the semester in which the District allowance is disbursed.

238  
 239 (6) Each semester the faculty member must submit the following to the  
 240 District Business Office no later than September 10<sup>th</sup> and February 10<sup>th</sup> by  
 241 5 p.m. (PST) in order to be eligible for the District allowance:

242  
 243 (a) A signed affidavit and official documentation of current enrollment  
 244 and monthly premium cost paid by the employee in a voluntary  
 245 Bronze, Silver, Gold, or Platinum medical plan provided through  
 246 Covered California under the Patient Protection and Affordable  
 247 Care Act, or an equivalent comprehensive medical or health  
 248 insurance plan.

249  
 250 (b) If coverage is terminated, the part-time faculty member must notify  
 251 the District within 10 days of the date of termination. If the policy is  
 252 terminated, the benefit will cease for the remainder of the  
 253 semester.

254

255 (c) ~~This program is subject to random District audits.~~

256  
257 e. ~~The District allowance will cease if the employee no longer meets the~~  
258 ~~requirements of the above criteria.~~

259  
260 f. ~~The District allowance shall be paid through payroll and will be prorated over the~~  
261 ~~number of paychecks received by the eligible faculty member each fall and~~  
262 ~~spring semester.~~

263  
264 27.3. Dental Insurance

265  
266 The District shall pay one hundred percent of the premium for dental insurance for  
267 faculty members working 75% or more of a full-time contract and their eligible  
268 dependents. Coverage provided shall meet the specifications on file at the District  
269 Business Office.

270  
271 27.4. Vision Insurance

272  
273 The District shall pay one hundred percent of the premium for vision insurance for faculty  
274 members working 75% or more of a full-time contract and their eligible dependents.  
275 Coverage provided shall meet the specifications on file at the District Business Office.

276  
277 27.5. Employee Assistance / Mental Health Program

278  
279 The District shall pay one hundred percent of the premium for a faculty member's  
280 assistance/mental health program for employees working 75% or more of a full-time  
281 faculty contract and their eligible dependents. Coverage provided shall meet the  
282 specifications on file at the District Business Office.

283  
284 27.6. Life Insurance

285  
286 The District shall pay one hundred percent of the premium for life insurance for faculty  
287 members working 75% or more of a full-time faculty contract and their eligible  
288 dependents. The coverage provided shall be two times the annual salary up to  
289 \$200,000.00, plus \$50,000.00.

290  
291 27.7. Long Term Disability Insurance

292  
293 The District shall pay one hundred percent of the premium for long-term disability (salary  
294 protection) for faculty members working 75% or more of a full-time faculty contract. The  
295 coverage provided shall meet the specifications on file at the District Business Office.

296  
297 ~~27.10 State Disability for Part-Time Faculty~~

298  
299 ~~**The parties agree to implement the State Disability Insurance (SDI) program for**~~  
300 ~~**part-time faculty members if by majority vote the part-time faculty agree to fund**~~  
301 ~~**this deduction. CTA/CCA will conduct the election on behalf of the part-time**~~  
302 ~~**faculty members and certify the results to the District.**~~  
303 ~~**If the election results are in favor of membership into the SDI program, the District**~~  
304 ~~**shall endeavor to begin the deductions as soon as practical. This election and**~~  
305 ~~**agreement is contingent upon there continuing to be no cost to the District. If in**~~

306 the future the District is required to contribute a portion of the cost to the State  
307 Disability Insurance (SDI) program, the District may revoke this program at its  
308 discretion.  
309

310 27.8. Long Term Care Insurance  
311

312 For faculty members working 75% or more of a full-time faculty contract, the District shall  
313 pay the premium for long-term care insurance. Should long term care insurance  
314 become no longer available or if the premium increase is above 50% in any one  
315 year, the parties agree to meet and negotiate any change in the continuance of the  
316 coverage. Coverage provided shall meet the specifications on file at the District  
317 Business Office.  
318

319 27.9. Legal Assistance Program  
320

321 The District shall pay one hundred percent of the premium for legal assistance programs  
322 for faculty members working 75% or more of a full-time faculty contract and their eligible  
323 dependents. Coverage provided shall meet the specifications on file at the District  
324 Business Office.  
325

326 27.10. Coverage Period  
327

328 Full-time faculty members shall receive qualifying benefits from the first of the month  
329 following their first contractual day of their first academic year with the District. In each  
330 succeeding year, coverage will be continuous unless a faculty member resigns, retires,  
331 otherwise separates from employment, or as otherwise specified in this agreement, in  
332 which case the benefits will end the last day of the month when employment ends.  
333

334 27.11. Benefits During a Leave  
335

336 Faculty members shall receive medical, dental, vision, and life insurance benefits while  
337 on a leave of absence in accordance with the following conditions:  
338

- 339 a. Faculty members shall continue to receive insurance benefits while on paid  
340 leaves of absence.  
341
- 342 b. A faculty member on an unpaid leave of absence due to illness shall continue to  
343 receive insurance benefits, provided by the District, during the leave of absence  
344 but not to exceed twelve (12) months following the exhaustion of all leaves;  
345 provided, however, that if the faculty member has been employed for a period of  
346 ten (10) years or more in the District, and has reached the age of fifty-five (55),  
347 the District will provide health benefits for the absent faculty member until that  
348 faculty member is able to return to duty, elects to retire as specified in Section  
349 31.4. below, or is separated from the District.  
350
- 351 c. Faculty members on unpaid leave longer than one year are eligible to apply for  
352 employee paid insurance coverage under Consolidated Omnibus Budget  
353 Reconciliation Act (COBRA).  
354

355 27.12. Tax Sheltered Annuities

356 Faculty members may participate in tax sheltered annuity plans from the District's  
357 approved list of vendors. The District will provide payroll deduction for this purpose.  
358

359 27.13. Medical Examinations and Tests

360  
361 Medical examinations and tests required by the District for employment shall be paid by  
362 the District.  
363

364 27.14. Parking

365  
366 Appropriate staff parking shall be provided on campus for \$60.00 per academic year for  
367 full-time faculty members and \$30.00 per academic year for part-time faculty members.  
368 Faculty may purchase an annual permit for the total amount or a separate permit  
369 for the fall semester and spring semester for half the annual amount. Summer and  
370 intersession terms are included in both the annual permit or and in either of the  
371 spring semester permit only. A summer only permit would cost \$30.00 for FT  
372 faculty and \$15.00 for PT faculty.  
373

374 27.15. Change in Level of Benefit

375  
376 The District agrees that changes to the level of benefit coverage will be negotiated.  
377  
378  
379  
380  
381  
382

383 South Orange County Community  
384 College District

385  
386   
387 \_\_\_\_\_  
388 For SOCCCD  
389 Dr. Cindy Vyskocil  
390 Vice Chancellor, Human Resources  
391

392  
393  
394 Date

8/30/24

South Orange County Community College  
District Faculty Association, CTA/NEA

385  
386   
387 \_\_\_\_\_  
388 For SOCCCD-FA  
389 Claire Cesareo  
390 Chief Negotiator  
391

392  
393  
394 Date

8/30/24

1                                    **TENTATIVE AGREEMENT BETWEEN THE**  
2                                    **SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**  
3                                    **TO THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT FACULTY**  
4                                    **ASSOCIATION, CTA/NEA**

5  
6                                    **February 29, 2024**  
7

8     This Tentative Agreement is between the South Orange County Community College District to  
9     the South Orange County Community College District Faculty Association, CTA/NEA (hereinafter  
10    referred to as the “Association”) is expressly made pursuant to the Education Employment  
11    Relations Act and the Collective Bargaining Agreement between the parties.  
12

13    The following TA is intended to apply only to the Article set forth below. All other provisions of  
14    the Collective Bargaining Agreement shall be deemed to remain unchanged except as set forth  
15    below or as otherwise mutually agreed:  
16

17                                    **ARTICLE 28**  
18                                    **WORKLOAD BANKING PROGRAM**  
19

20 28.1. General Provisions  
21

- 22            a.     Workload banking is a benefit for full-time faculty. This benefit allows a full-time  
23                    faculty member to earn and bank workload time credit in lieu of compensation  
24                    and take time off in a future semester.  
25
- 26            b.     When a full-time faculty member accepts an assignment as overload, as part of a  
27                    summer assignment, or during any other instructional session beyond the  
28                    traditional semesters, that faculty member is paid according to the appropriate  
29                    salary schedule (Appendix A). However, when a faculty member is banking  
30                    overload for use in place of a future teaching assignment, that faculty member is  
31                    earning LHE to be applied to a future assignment. Therefore, all banked  
32                    workload will be valued at the appropriate LHE rate (as described in Section  
33                    28.3. below).  
34
- 35            c.     Faculty who do not make load may use banked workload (if available) to make  
36                    up the difference in their load if no other courses or assignments are available. If  
37                    banked LHE is used for this purpose, faculty will not be subject to 28.2.e, 28.2.gf,  
38                    and 28.4.a below.  
39

40 28.2. Workload Banking  
41

- 42            a.     ~~Full-time probationary and full-time tenured~~Only tenured and probationary  
43                    faculty members are eligible to earn and bank workload time credit.  
44
- 45            b.     Only tenured full-time faculty members are eligible to redeem banked workload  
46                    credit.  
47
- 48            c.     Faculty members may accumulate a maximum of twenty (20) LHE or their  
49                    equivalent toward banked workload. Banked workload credit not applied to a  
50                    specific leave will remain banked and will be applied to a future leave.  
51

- 52 d. Banked workload leave will be scheduled only for the full length of a semester or  
53 for the full length of an instructional session within a semester (no leaves  
54 shall be taken for part of a semester only partial sessions).
- 55
- 56 e. Banked workload credit may be taken in increments ranging from three-one  
57 equivalent LHE to one equivalent semester.
- 58
- 59 f. When on a banked workload leave the employee's professional development  
60 obligation, office hours and committee meeting obligations will be proportional  
61 to their assignment for the academic year. Partial leaves are subject to Section  
62 28.2.g below. Being on a full banked workload leave eliminates the contractual  
63 obligation for office hours and committee/college service work during the term of  
64 the leave.
- 65
- 66 g. Full semester bBanked workload leaves will be limited to once every eight (8)  
67 semesters. If taken as partial leaves, the equivalent of 15 LHE may be  
68 redeemed during no more than four (4) semesters within an eight (8)  
69 semester period. A partial banked workload leave will be limited to once  
70 every four (4) six (6) semesters. The timeline restarts once a banked load  
71 leave is taken.
- 72
- 73 h. Workload credit earned in restricted or categorically funded programs may be  
74 banked only if allowed by State and Federal regulations and the granting agency.
- 75
- 76 i. Payment for banked workload earned in the fall and spring semesters, summer  
77 sessions, and any other instructional sessions beyond the traditional semesters  
78 will be withheld by payroll. Banked workload will be officially posted as banked at  
79 the end of the semester in which it is earned.
- 80
- 81 j. Faculty members who request to schedule banked workload leave will not be  
82 eligible to apply or take any other leave to extend an absence from the workplace  
83 longer than one semester.

84

85 28.3. Criteria to earn banked workload credit:

86

- 87 a. A faculty member must have tenured status To earn banked workload, a  
88 faculty member must be a tenured or tenure-track faculty member. Both  
89 tenured and probationary faculty members may earn banked workload  
90 credit.
- 91
- 92 b. The faculty member must submit the Workload Banking Request Form (Appendix  
93 E) at least one week prior to the beginning of the session for semester or other  
94 session in which the banked workload credit is being requested.
- 95
- 96 c. The dean will acknowledge the request to bank workload and record the request  
97 through the appropriate vice president's office.
- 98
- 99 d. Banked workload credit can be earned from assignments exceeding thirty (30) to  
100 thirty-two (32)-LHE per year scheduled during Fall and Spring semesters, as  
101 part of a summer assignment, or during any other instructional session beyond  
102 the traditional semesters.

103 e. Full-time faculty members ~~must accumulate the equivalent of fifteen (15)~~  
104 ~~LHE of banked workload credit, shall be is~~ calculated as follows (see Article  
105 15, Workload):

106  
107 (1) Lecture Assignments (contact hour)

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

114  
115 Example: Digital Photography 5/6 (units lecture/practicum per week)

116 3 Hours Lecture = 3 LHE

117 6 Hours Practicum = 5 LHE

118 8 LHE for load

119  
120 (2) Non-Lecture Assignments (clock hour)

121  
122 Thirty (30) clock hours = 1 LHE

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

130  
131 ~~(3) Counselors and Librarians may include a maximum of 6 LHE of~~  
132 ~~lecture courses per semester within their workload assignment if~~  
133 ~~approved by the dean/academic administrator. Therefore, to earn~~  
134 ~~Workload Banked credit, Counselors and Librarians may~~  
135 ~~accumulate up to forty percent (40%) of their credit from overload~~  
136 ~~lecture assignments.~~

137  
138 f. **Banked** workload credit cannot be earned:

139  
140 (1) while on a reduced workload assignment;

141  
142 (2) while on sabbatical.

143  
144 28.4. Criteria to redeem banked workload credit:

145  
146 a. A full-time faculty member must have ~~fifteen (15) enough~~ LHE banked **to cover**  
147 **the requested leave** prior to ~~taking submitting~~ a banked workload leave  
148 **request form**.

149  
150 b. Only ~~full-time~~ tenured faculty members may schedule a banked workload leave.

151 c. To schedule a banked workload leave, the faculty member must submit the  
152 Workload Banking Leave Request Form (Appendix F—~~Available in Workday~~)

153 to their dean/**academic administrator** no later than February 1st for the Fall  
154 semester and no later than September 1st for the Spring semester.

- 155
- 156 (1) Every effort shall be made to accommodate a faculty member's request to  
157 redeem banked workload credit; however, it is recognized that a banked  
158 workload leave may be postponed under circumstances in which the  
159 absence of the faculty member would jeopardize the educational  
160 program. The dean/**academic administrator** shall put in writing any  
161 postponement of the request to redeem banked workload credit.  
162
- 163 (2) When two or more faculty members from the same department or area  
164 apply to schedule banked workload leave and both/all cannot be  
165 accommodated, those faculty members who have not previously taken  
166 banked workload leave shall have priority in order of seniority. The  
167 remaining faculty will be given priority for the following semester.  
168
- 169 (3) A requested banked workload leave can be postponed for no more than  
170 one academic year.  
171
- 172 (4) To ensure the stability of a program, department, or school, the faculty  
173 member requesting banked workload leave may be requested to work  
174 with the division/school chair and dean to arrange for appropriate  
175 substitute coverage prior to scheduling a leave.  
176

177 28.5. While the full-time faculty member is on a banked workload leave, unless an exception is  
178 granted by the Board of Trustees, they will not be eligible to:

- 179
- 180 a. work overload;
- 181
- 182 b. contract for extra assignments in the District;
- 183
- 184 c. work on a stipend or reassigned time;
- 185
- 186 d. work on any hourly assignments.  
187

188 28.6. Cashing out banked workload credit: Once a faculty member has made an irrevocable  
189 election for workload banking, the faculty member shall not be entitled to cash out  
190 except under one of the following circumstances:

- 191
- 192 a. retirement;
- 193
- 194 b. medical disability as defined in Internal Revenue Code, §72 (m) (7);
- 195
- 196 c. termination (dismissal for cause), or release from probationary status;
- 197
- 198 d. death;
- 199
- 200 e. resignation.  
201




202 When a faculty member is paid for accumulated banked workload credit (known as  
203 "cashing out"), the rate of pay shall be at the rate of pay in effect at the time the banked  
204 workload credit was earned. No partial "cashing out" will be allowed.  
205

206 28.7. Record Keeping  
207


208 Banked workload credit shall be recorded-submitted by each college and tracked by  
209 the District. The District shall maintain banked workload balances in Workday the  
210 District approved electronic HR system the District's Enterprise Resource  
211 Planning (ERP) system.  
212  
213  
214  
215

216 **South Orange County Community**  
217 **College District**

218  
219   
220 \_\_\_\_\_  
221 For SOCCCD  
222 Dr. Cindy Vyskocil  
223 Vice Chancellor, Human Resources  
224

225 2.29.24  
226 \_\_\_\_\_  
227 Date

216 **South Orange County Community College**  
217 **District Faculty Association, CTA/NEA**

218  
219   
220 \_\_\_\_\_  
221 For SOCCCDFA  
222 Claire Cesareo  
223 Chief Negotiator  
224

225 3/10/24  
226 \_\_\_\_\_  
227 Date

228  
229

1 **TENTATIVE AGREEMENT BETWEEN THE**  
2 **SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT AND THE**  
3 **SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT FACULTY ASSOCIATION,**  
4 **CTA/NEA**

5  
6 **June 11, 2024**  
7

8 This Tentative Agreement between the South Orange County Community College District and the  
9 South Orange County Community College District Faculty Association, CTA/NEA (hereinafter  
10 referred to as the “Association”) is expressly made pursuant to the Education Employment  
11 Relations Act and the Collective Bargaining Agreement between the parties.  
12

13 The agreement applies only to the Article set forth below. All other provisions of the Collective  
14 Bargaining Agreement shall be deemed to remain unchanged except as set forth below or as  
15 otherwise mutually agreed:  
16

17 **ARTICLE 29**  
18 **LEAVES**  
19

20  
21 29.1. General Provisions  
22

23 The benefits provided faculty members by §§87700 through 87701 and 87763 through  
24 87788 of the Educ. Code are incorporated into this Agreement except as supplemented in  
25 this article.  
26

27 Unless otherwise stated, a faculty member on any approved leave shall be entitled to all  
28 benefits accorded and obligated by all duties as follows:  
29

30 a. Paid Leave: Unless otherwise provided in this article, a faculty member on a paid  
31 leave shall be entitled to:  
32

33 (1) return to the same or comparable position which they held immediately  
34 before commencement of the leave,  
35

36 (2) receive credit for annual salary increments provided during their leave,  
37

38 (3) receive during their leave all other benefits, including, but not limited to,  
39 insurance and retirement benefits, to the extent permitted by law.  
40

41 b. Unpaid Leave: Except as otherwise prohibited by law, the District retains the sole  
42 discretion as to whether to grant a request for an unpaid leave of absence. Unless  
43 otherwise provided in this article, a faculty member on an unpaid leave shall be  
44 entitled to:  
45

- 46 (1) return to the same or comparable position which they held immediately  
47 before commencement of the leave,  
48  
49 (2) request the continuation of health benefits during the duration of unpaid  
50 leave or purchase health insurance for the duration of the leave by paying  
51 the premium, in full, on or before the first day of the leave, to the  
52 District's Business Office.  
53

- 54 c. Reduced Contract Request Leave: A **full-time** faculty member may request a  
55 reduced teaching load for any given semester or academic year. The request must  
56 be received 90 days prior to the semester or academic year in which the reduction  
57 is requested. Exceptions to the notice of requirement may be granted by the  
58 college president.  
59

60 Requests must be submitted by the approved process to the appropriate dean and  
61 college president. All reduced contracts shall be voluntary, and the faculty  
62 member understands that a reduced teaching load will reduce employee benefits  
63 and retirement credit received. The faculty member's salary will be reduced in  
64 accordance with the percentage reduction in teaching load request.  
65

66 This leave is distinct and separate from the Reduced Workload with Full  
67 Retirement Credit under CalSTRS provided for in Article 31.2 of this Agreement.  
68

## 69 29.2. Sick Leave

- 70  
71 a. Each full-time faculty member under yearly contract shall be entitled to one (1)  
72 day of paid sick leave each month of employment (i.e., 10 days for 10 months; 12  
73 days for 12 months). Sick leave shall be accrued for all part-time, full-time  
74 overload and summer LHE instruction and shall be computed by the following  
75 formula:  
76

77 .0558 hours sick leave per contact hour paid  
78

79 At the beginning of each academic year, every **full-time** faculty member will  
80 receive a sick leave allotment credit, equal to their entitlement for the academic  
81 year. Part-time classroom faculty members will receive a sick leave allotment  
82 **credit at the beginning of** each semester **based on their assigned workload.**  
83 Part-time **hourly** faculty members **assigned on an hourly basis (non-classroom)**  
84 will receive a sick leave allotment calculated and accrued each pay period. **Part-**  
85 **time faculty who would like to know the anticipated accrued leave prior to**  
86 **the end of the semester may contact their payroll representative to get an**  
87 **estimated accrual.**  
88

- 89 b. Pursuant to Labor Code §233, a full-time faculty member may use up to six days  
90 and a part-time faculty member may use up to three days of accrued and available

- 91 sick leave entitlement to attend to an illness of an immediate family member as  
92 defined in Article 4.  
93
- 94 c. Accumulation of Leave: Unused sick leave shall accrue from academic year to  
95 academic year.  
96
- 97 d. Verification of Illness or Injury: Verification will ordinarily not be required for  
98 short term absences. A doctor's certification or other acceptable form of  
99 verification may be required however, for absences exceeding five (5) calendar  
100 days, situations where there is a doubt as to the employee's fitness to return to  
101 work, or where the appropriate administrator has reason to believe that there may  
102 be an abuse of sick leave.  
103
- 104 e. Notification of Absence: Faculty members shall submit their absences and leave  
105 requests to the appropriate dean as soon as practicable prior to the start of the  
106 faculty member's assignment.  
107
- 108 f. Notification of Return: For absences longer than one day, faculty members shall  
109 make every effort to keep the appropriate dean advised of their status and provide  
110 an estimate of their expected return.  
111
- 112 g. Sick Leave Deduction Process:  
113 (1) Full-time faculty members with classroom assignments shall have sick  
114 leave deducted on the basis of half-day increments (i.e., if a faculty  
115 member is absent for one-half or less of their scheduled LHE assignment  
116 for that day, one-half day of sick leave will be deducted; if faculty  
117 members are absent for more than one-half of a scheduled assignment for  
118 that day, a full day of sick leave will be deducted).  
119
- 120 (2) Full-time faculty members with non-classroom assignments shall have  
121 sick leave deducted on the basis of quarter-day increments (i.e., if a  
122 faculty members ~~are is~~ absent for one-quarter or less of their scheduled  
123 LHE assignment for that day, one-quarter of a day of sick leave will be  
124 deducted; for an absence of between one-quarter and one-half of a day,  
125 one-half day will be deducted; for an absence between one-half and three-  
126 quarters, three-quarters of a day will be deducted; for an absence of more  
127 than three-quarters of a scheduled assignment for that day, a full day of  
128 sick leave will be deducted).  
129
- 130 (3) Part-time faculty members shall have sick leave deducted on an hourly  
131 basis.  
132
- 133 h. Sick Leave Statement: The District shall provide information upon individual  
134 request, on the amount of sick leave accrued, by transfer or otherwise, and sick  
135 leave entitlement for the academic year.  
136

- 137 i. Catastrophic Illness Transfer of Leave Program: A faculty member may  
138 contribute sick leave to other staff as well as other faculty members on a one-for-  
139 one basis (one day for one day, etc.) with no reference to the possible difference  
140 in their salaries. As there are likely tax and retirement consequences, both  
141 employees are responsible for determining any STRS, IRS or other agency  
142 implications that may result. This program is designed to assist a faculty member  
143 who has a lengthy illness and has run out of sick leave. The program can also be  
144 used so that an employee can take care of a sick person in the immediate family.  
145 Procedures for the catastrophic illness/injury leave for individual solicitation ~~or~~  
146 ~~leave bank~~ requests are on file in the District Human Resources Office.  
147

148 29.3. Maternity Leave  
149

150 The District shall provide for leave of absence from duty for any faculty member of the  
151 District who is required to be absent from duties because of pregnancy, miscarriage,  
152 childbirth, and recovery therefrom. The length of the leave of absence, including the date  
153 on which the leave shall commence and the date on which the faculty member shall  
154 resume duties, shall be determined by the faculty member's physician. Pregnancy and  
155 disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery  
156 therefrom are for all job-related purposes, temporary disabilities and shall be treated as  
157 such under any health or temporary disability insurance or sick leave plan available in  
158 connection with employment by the South Orange County Community College District.  
159

160 29.4. Paid Parental Leave  
161

- 162 a. **Parental leave means leave for reason of the birth of a child of the employee,**  
163 **or the placement of a child with an employee in connection with the adoption**  
164 **or foster care of the child by the employee.**  
165
- 166 b. A person employed by the District in a full-time or part-time academic position  
167 for more than twelve (12) calendar months shall be allowed to take leave for  
168 purposes of parental leave for a period of up to twelve (12) weeks **during the**  
169 **twelve month period after the child's birth or placement. "Parental leave"**  
170 **means leave for reason of the birth of a child of the employee, or the**  
171 **placement of a child with an employee in connection with the adoption or**  
172 **foster care of the child by the employee. Additionally, once per twelve (12)**  
173 **months, the District shall provide a period of one (1) workweek of fully-paid**  
174 **parental leave, which shall not be drawn from any existing leave banks, to be**  
175 **used prior to and consecutively with the twelve (12) workweeks of partially**  
176 **paid leave described below. Full-time faculty shall receive their regular pay**  
177 **and benefits, and part-time faculty shall receive pay based on their**  
178 **assignment(s) during the one (1) workweek of District-paid leave.**  
179
- 180 c. The twelve (12) week period shall run concurrent with any period of sick leave,  
181 including accumulated sick leave, taken during a period of parental leave.  
182

- 183 d. An employee shall not be provided more than one twelve (12) week period for  
184 parental leave during any the twelve (12) month period after the birth or  
185 placement of the child.  
186  
187 e. Parental leave taken pursuant to this section shall also run concurrently with  
188 parental leave taken pursuant to Family and Medical Leave Act/California Family  
189 Rights Act (FMLA/CFRA) leave as described in Section 29.12 below. The  
190 aggregate amount of parental leave taken pursuant to this section and Section  
191 29.12 shall not exceed twelve (12) weeks in a twelve (12) month period.  
192  
193 f. When an employee has exhausted all available sick leave, including all  
194 accumulated sick leave, and continues to be absent from their duties on account of  
195 parental leave pursuant to Family and Medical Leave Act/California Family  
196 Rights Act (FMLA/CFRA) leave specified in Section 29.12, the amount deducted  
197 from the salary due the faculty member for any of the remaining portion of the  
198 twelve (12) week period in which the absence occurs shall not exceed 50 percent  
199 of the employee's regular salary for the remaining portion of the 12-work weeks  
200 of the parental leave.  
201

202 (Educ. Code §87780.1.; CA DE 8520)  
203

204 29.5. Extended Illness Leave  
205

- 206 a. If a faculty member has used all accumulated sick leave and is still absent from  
207 duties on account of illness or accident for a period of five (5) school months or  
208 less, then the amount of salary deducted in any month shall not exceed the sum  
209 which was actually paid a substitute faculty member temporarily assuming the  
210 duties of the absent faculty member, or, in the event that no substitute faculty  
211 member is employed to replace the faculty member, the lowest LHE rate as  
212 described in the appropriate salary schedule (Appendix A) for the number of  
213 hours for which the absent faculty member would need to be replaced. In no case  
214 shall the amount deducted exceed 50% of the faculty member's regular salary.  
215 The five (5) months or less extended illness leave period during which the  
216 deductions described above occur shall not begin until all other paid sick leave  
217 provisions described in Section 29.2 above, excluding sick leave transferred under  
218 the Catastrophic Illness Transfer of Leave Program (Section 29.2.1), have been  
219 exhausted. Extended illness leave is not available for absences that arise under  
220 Labor Code §233 (see Section 29.2 above).  
221  
222 b. If a faculty member has used all accumulated sick leave and is still absent from  
223 duties on account of illness or accident, and that faculty member has been  
224 employed for a period of ten (10) years or more in the District, and has reached  
225 the age of fifty-five (55), the District will provide health benefits for the absent  
226 faculty member until that faculty member is able to return to duty, elects to retire,  
227 or is separated from the District.  
228

- 229 29.6. Industrial Accident and Illness Leave (Educ. Code §87787) is supplemented as follows:  
230  
231 a. An industrial accident or illness means any injury or illness considered to be  
232 work-related if an event or exposure in the work environment (on or off campus)  
233 either caused or contributed to the resulting condition or significantly aggravated  
234 a pre-existing injury or illness.  
235  
236 b. A faculty member shall be entitled to such leave without limitation to the number  
237 of days of entitlement.  
238  
239 c. The total of the faculty member’s temporary disability indemnity and the portion  
240 of salary due during the leave shall equal their full salary.  
241  
242 d. A faculty member shall be deemed to have recovered from an industrial accident  
243 or illness, and thereby able to return to work, at such time as the faculty member  
244 and the attending physician agree that there has been such a recovery.  
245  
246 e. Nothing in this Article shall preclude the District from recommending that a  
247 faculty member be placed on disability retirement under the State Teachers  
248 Retirement System.  
249

250 29.7. Personal Necessity Leave  
251

252 Every faculty member shall be entitled to use paid sick leave during each academic year  
253 in case of personal necessity, as follows:  
254

- 255 a. “Personal Necessity” means any activity, including those pursuant to the  
256 California Education Partnership Act (California Labor Code § 230.8), which  
257 cannot be conducted before or after the teaching day without causing undue  
258 inconvenience to the faculty member. Faculty members shall handle such leave in  
259 a responsible manner.  
260  
261 b. Full-time faculty members are entitled to use up to six (6) days per year of  
262 personal necessity leave to be deducted from sick leave.  
263  
264 c. Part-time faculty members’ personal necessity leave is deducted in hourly  
265 increments. Part-time faculty members are entitled to use up to sixty percent  
266 (60%) of their sick leave allotment for a given semester for personal necessity  
267 leave.  
268  
269 d. Unused personal necessity days do not accrue for use in future years.  
270  
271 e. Personal necessity days do not carry over from year to year.  
272  
273 f. A faculty member shall make every attempt to give advance notice for use of  
274 Personal Necessity Leave.

275 g. A faculty member shall not be required to give reasons for the use of such leave.

276

277 29.8. Bereavement Leave

278

279 **a)** Every faculty member shall be entitled to five (5) days of paid leave of absence for  
280 each occurrence of the death of a spouse or registered domestic partner; child; child  
281 of spouse or registered domestic partner; parent, stepparent, or legal guardian of the  
282 faculty member or of the spouse or registered domestic partner of the faculty  
283 member; **grandparent of the faculty member or of the spouse or registered**  
284 **domestic partner of the faculty member, grandchild of the faculty member or**  
285 **of the spouse or registered domestic partner of the faculty member, sibling,** or  
286 any family member living in the immediate household of the faculty member; or if  
287 travel out-of-state is required for any other member of the faculty member's  
288 immediate family.

289

290 Otherwise, every faculty member shall be entitled to three (3) days paid leave of  
291 absence for any other member of the faculty member's immediate family as defined  
292 in Article 4. This leave shall not be deducted from sick leave.

293

294 **b)** **Use of this leave shall be taken within three (3) months from the date of the**  
295 **death of the family member, and need not be taken consecutively (Govt. Code**  
296 **12945.7 (b)-(c). Requests for an exception is subject to approval by the Vice**  
297 **Chancellor of Human Resources.**

298

299 **c)** **Verification**

300

301 **If requested by the District, the faculty member shall provide documentation**  
302 **of the death of the immediate family member within thirty (30) days of the**  
303 **first day of the leave. Documentation includes, but is not limited to, death**  
304 **certificate, a published obituary, or written certification of death, burial, or**  
305 **memorial services from a mortuary, funeral home, burial society,**  
306 **crematorium, religious institution, or government agency (Govt. Code**  
307 **12945.7).**

308

309 29.9. Jury Leave

310

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

316

317 29.10. **Reproductive Leave Loss**

318

319 **Every faculty member is entitled to five (5) days of paid leave for a reproductive loss**  
320 **event. A reproductive loss event is defined as a failed adoption, failed surrogacy,**  
321 **miscarriage, stillbirth, or an unsuccessful assisted reproduction. The leave must be**



322 **taken within three (3) months of the event and may be taken on non-consecutive**  
323 **days. If a unit member experiences more than one reproductive loss event, the unit**  
324 **member is only entitled to a total of 20 days of leave within any given fiscal year.**  
325

326 29.11. Legislative Leave  
327

328 Except as otherwise provided by law, a tenured faculty member who is elected or  
329 appointed to the State Legislature, Congress, or appointed to government service, shall be  
330 entitled to an unpaid leave of absence for the length of the term of office, not to exceed  
331 twelve (12) years.  
332

333 a. The faculty member on such leave shall notify the college of an intended return at  
334 least sixteen (16) weeks in advance.  
335

336 b. The faculty member on such leave shall be entitled to return to employment at the  
337 end of the leave but shall not be entitled to any other benefits while on leave.  
338

339 29.12. Professional Development Leave  
340

341 A faculty member may be granted up to three (3) days of paid leave each academic year  
342 for the purpose of improving instructional performance. Such leave must be approved by  
343 the Dean and may be used to visit worksites in other departments or colleges or to attend  
344 Association or other workshops related to the assignment of the faculty member.  
345

346 29.13. Family and Medical Leave  
347

348 To the extent not already provided for under current leave policies and provisions, the  
349 District will provide family and medical care leave for eligible employees as required by  
350 state and federal law. The following provisions set forth certain of the rights and  
351 obligations with respect to such leave. Rights and obligations which are not specifically  
352 set forth below are set forth in the Department of Labor regulations implementing the  
353 Federal Family and Medical Leave Act of 1993 (FMLA), and the regulations of the  
354 California Family Rights Act (CFRA). Unless otherwise provided by this policy, “leave”  
355 under this policy shall mean leave pursuant to the FMLA and CFRA. **Use of leave under**  
356 **CFRA may require medical certification issued by the health care provider of the**  
357 **individual requiring care.**  
358

359 The District shall not refuse to hire and shall not discharge, fine, suspend, expel or  
360 discriminate against faculty members because they exercise the right to family care leave  
361 or because they gave information or testimony related to their or another person’s family  
362 care leave in an inquiry related to family leave rights.  
363

364 a. Terms of Leave  
365

- 366 (1) Family care and medical leave shall not exceed twelve (12) work weeks  
367 (or twenty-six (26) weeks to care for a covered service member) during

368 any fiscal year. Where FMLA leave qualifies as both military caregiver  
369 leave and care for a family member with a serious health condition, the  
370 leave will be designated as military caregiver leave first.

371  
372 (2) The twelve (12) month period for calculating leave entitlement will be  
373 based on **a rolling 12-month period to begin the date of the request the**  
374 **District's fiscal year from July 1 to June 30.**

375  
376 (3) Leave taken under the FMLA for disability due to pregnancy shall run  
377 concurrently with leave taken under the California Pregnancy Disability  
378 Act. A family member may also be entitled to an additional twelve (12)  
379 weeks of bonding time under the CFRA.

380  
381 (4) During the period of family care and medical leave, the District shall require  
382 faculty members to use their accrued time off, and any other paid or unpaid  
383 time off negotiated with the District. Accrued sick leave shall be used when  
384 the purpose of the family care and medical leave is for the employee's own  
385 serious health condition or the leave is needed to care for a parent, spouse,  
386 child or registered domestic partner with a serious health condition, and for  
387 which sick leave may be taken pursuant to this Agreement **(29.2.b)** and/or  
388 Board policy. **Additionally, unit members may designate one person per**  
389 **twelve (12) month period who is not listed above as an immediate family**  
390 **member but if the individual is related by blood or whose association**  
391 **with the employee is the equivalent of a family relationship (pursuant**  
392 **to AB 1041, Government Code 12945.2 and Labor Code Section 245.5).**  
393 **The employee may be asked to designate the person at the time leave is**  
394 **requested.**

395  
396 b. Intermittent/Reduced Work Schedule Leave

397  
398 Leave related to the serious health condition of a faculty member or their child,  
399 parent, spouse or registered domestic partner may be taken intermittently or on a  
400 reduced work schedule when medically necessary. In such a case, the District may  
401 limit leave increments to the shortest period of time that the payroll system uses to  
402 account for absences or use of leave. If the leave is foreseeable based on planned  
403 medical treatment, the faculty member may also be required to transfer  
404 temporarily to a different job that has the equivalent pay and benefits but could  
405 better accommodate recurring periods of leave. The faculty member must be  
406 qualified for the position, but the position does not need to have equivalent duties.  
407 Transfer to an alternative position may include altering an existing job to better  
408 accommodate the faculty member's need for intermittent leave or a reduced work  
409 schedule.

410  
411 c. Maintenance of Benefits

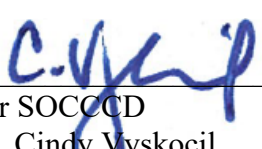
412

- 413 (1) Leave under the terms of FMLA and/or CFRA is unpaid. During the  
 414 period of family care and medical leave, the faculty member shall continue  
 415 to be entitled to participate in the District’s medical, vision, and dental  
 416 plans.  
 417
- 418 (2) If the faculty member fails to return from leave after the leave period has  
 419 expired for a reason other than the continuation, recurrence or onset of a  
 420 serious health condition of the faculty member or their family member  
 421 which would entitle the faculty member to leave, or because of  
 422 circumstances beyond the faculty member’s control, the employee will be  
 423 required to reimburse any health plan premiums paid by the District  
 424 during the period of leave. The District shall have the right to recover  
 425 premiums through deduction from any sums due to the employee from the  
 426 District (e.g., unpaid wages, vacation pay, etc.).  
 427
- 428 (3) The faculty member shall also continue to be entitled to participate in  
 429 pension and retirement plans and/or any other welfare benefit plan to the  
 430 same extent and under the same conditions as apply to an unpaid leave  
 431 taken for any other purpose. In the absence of these conditions, the faculty  
 432 member shall continue to be entitled to participate in these plans and the  
 433 District may, at its discretion, require the faculty member to pay the  
 434 premium for periods not covered by accrued leave.  
 435

436 **29.14. Verification of Leave Use**

437  
 438 **With the exception of Personal Necessity (29.7) and sick leave use of five (5) days or**  
 439 **less (29.2), the District may require documentation to support the use of leaves.**  
 440  
 441  
 442

443 **South Orange County Community**  
 444 **College District**

445  
 446   
 447 \_\_\_\_\_  
 448 For SOCCCD  
 449 Dr. Cindy Vyskocil  
 450 Vice Chancellor, Human Resources  
 451

452  
 453 6.11.24  
 454 Date

443 **South Orange County Community College**  
 444 **District Faculty Association, CTA/NEA**

445  
 446   
 447 \_\_\_\_\_  
 448 For SOCCCD-FA  
 449 Claire Cesareo  
 450 Chief Negotiator  
 451

452  
 453 6/12/2024  
 454 Date

1                                   **TENTATIVE AGREEMENT BETWEEN THE**  
2                                   **SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT AND THE**  
3                                   **SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT FACULTY**  
4                                   **ASSOCIATION, CTA/NEA**

5  
6                                   **August 30, 2024**  
7

8   This Tentative Agreement between the South Orange County Community College District  
9   and the South Orange County Community College District Faculty Association, CTA/NEA  
10   (hereafter referred to as the “Association”) is expressly made pursuant to the Education  
11   Employment Relations Act and the Collective Bargaining Agreement between the parties.  
12

13   The following tentative agreement is intended to apply only to the Article set forth below.  
14   All other provisions of the Collective Bargaining Agreement shall be deemed to remain  
15   unchanged except as set forth below or as otherwise mutually agreed:  
16

17                                   **ARTICLE 30**  
18                                   **WAGES**  
19

20   30.1. General Provisions  
21

22       a. Faculty Compensation  
23

- 24           (1) Full-time faculty members’ contracted load as part of a regular full-  
25           time assignment will be paid according to the Full-time Academic  
26           Salary Schedule as described in Section 30.2.a.  
27
- 28           (2) Part-time faculty during the academic year and all faculty during  
29           summer terms holding classroom or equivalent assignments will be  
30           paid according to the Part-time Classroom Academic Salary  
31           Schedule as described in Section 30.2.b.  
32
- 33           (3) Full-time faculty classroom overload will be paid according to the  
34           Full-time Classroom Overload and Part-Time Non-Classroom  
35           Tutorial Academic Salary Schedule as described in Section  
36           30.2.c.  
37
- 38           (4) Library, Counseling, and Learning Disability Specialist assignments  
39           during the regular and summer terms, part-time non-classroom  
40           faculty and full-time non-classroom faculty overload will be paid  
41           according to the Part-time Non-Classroom and Full-time Non-  
42           Classroom Overload for Library, Counseling, and Learning  
43           Disability Academic Salary Schedule as described in Section  
44           30.2.d.  
45

- 46 (5) Part-time faculty holding non-classroom tutorial assignments during  
47 the regular and summer terms will be paid according to the Full-  
48 time Classroom Overload and Part-Time Non-Classroom Tutorial  
49 Academic Salary Schedule as described in Section 30.2.c.  
50

51 30.2. Salary Schedules  
52

53 **Academic Salary Schedules take effect beginning with the Fall Academic**  
54 **term and end with the last session of summer.**  
55

56 a. Full-time Academic Salary Schedule (see Appendix A):  
57

- 58 (1) The Full-time Academic Salary Schedule shall consist of five  
59 columns with:

60 Three (3) steps plus one longevity step in the first column at Year 5  
61

62 Eight (8) steps plus one longevity step in the second column at  
63 Year 10  
64

65 Thirteen (13) steps plus one longevity step in the third column at  
66 Year 15  
67

68 Eighteen (18) steps plus one longevity step in the fourth column at  
69 Year 20  
70

71 Twenty-three (23) steps plus one longevity step in the fifth column  
72 at Year 25  
73

- 74 (2) In any given year, column 1, step 1, of the Faculty Salary Schedule  
75 shall be defined as the base salary. The dollar amount in column 1,  
76 step 1, of the Faculty Salary Schedule shall be the dollar amount of  
77 column 1, step 1, of the immediate prior Faculty Salary Schedule  
78 and any negotiated and agreed upon adjustments for the given  
79 year.  
80

- 81 (3) The first step of each column will increase by 5.5555% of the base  
82 salary over the first step of the previous column.  
83

- 84 (4) Each step in each column will increase by 3.70365% of the base  
85 salary over the previous step.  
86

87 b. Part-time Classroom Academic Salary Schedule (see Appendix A):  
88

- 89 (1) The Part-time Classroom Academic Salary Schedule shall consist  
90 of seven columns, with one step in each column.  
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(2) For **2024-2025**, the value of the first column will be equivalent to **71.00%** of 1/15 (6.67%) of one-half the value of the first step of the first column in the Full-time Academic Salary Schedule, as reflected in the following formula:

$$\frac{.7100}{.0667}(\text{column 1, step 1 of the Full-time Academic Salary Schedule } /2)$$

For **2025-2026**, the value of the first column will be equivalent to **71.50%** of 1/15 (6.67%) of one-half the value of the first step of the first column in the Full-time Academic Salary Schedule, as reflected in the following formula:

$$\frac{.7150}{.0667}(\text{column 1, step 1 of the Full-time Academic Salary Schedule } /2)$$

For **2026-2027**, the value of the first column will be equivalent to **75.00%** of 1/15 (6.67%) of one-half the value of the first step of the first column in the Full-time Academic Salary Schedule, as reflected in the following formula:

$$\frac{.7500}{.0667}(\text{column 1, step 1 of the Full-time Academic Salary Schedule } /2)$$

(3) Each succeeding column will increase by 4% of column 1 over the previous column.

(4) In recognition of the value of part-time faculty to the District and its students, both parties agree to continue to work towards defining and achieving parity between full-time and part-time faculty in future contracts.

c. Full-time Classroom Overload and Part-Time Non-Classroom Tutorial Academic Salary Schedule (see Appendix A):

(1) The Full-time Classroom Overload and Part-Time Non-Classroom Tutorial Academic Salary Schedule shall consist of seven columns, with one step in each column.

(2) For **2024-2025**, the value of the first column will be equivalent to **60.95%** of 1/15 (6.67%) of one-half the value of the first step of the first column in the Full-time Academic Salary Schedule, as reflected in the following formula:

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181

.6095 (.0667(column 1, step 1 of the Full-time Academic Salary Schedule/2))

For **2025-2026**, the value of the first column will be equivalent to **61.35%** of 1/15 (6.67%) of one-half the value of the first step of the first column in the Full-time Academic Salary Schedule, as reflected in the following formula:

.6135 (.0667(column 1, step 1 of the Full-time Academic Salary Schedule /2))

For **2026-2027**, the value of the first column will be equivalent to **64.38%** of 1/15 (6.67%) of one-half the value of the first step of the first column in the Full-time Academic Salary Schedule, as reflected in the following formula:

.6438 (.0667(column 1, step 1 of the Full-time Academic Salary Schedule/2))

(3) Each succeeding column will increase by 4% of column 1 over the previous column.

d. Part-time Non-classroom and Full-time Non-classroom Overload for Library, Counseling, & Learning Disability Academic Salary Schedule (See Appendix A)

(1) The Part-time Non-Classroom and Full-Time Non-Classroom Overload Academic Salary Schedule shall consist of seven columns, with one step in each column.

(2) ~~The~~ **For 2024–2025, t**he value of the first column will be equivalent to **47.85%** of 1/15 (6.67%) of the value of the first step of the first column in the Full-time Academic Salary Schedule, as reflected in the following formula:

.4785 (.0667(column 1, step 1 of the Full-time Academic Salary Schedule)

**For 2025-2026, the value of the first column will be equivalent to 46.26% of 1/15 (6.67%) of the value of the first step of the first column in the Full-time Academic Salary Schedule, as reflected in the following formula:**

**.4626 (.0667(column 1, step 1 of the Full-time Academic Salary Schedule)**

182 **For 2026-2027, the value of the first column will be equivalent**  
183 **to 44.66% of 1/15 (6.67%) of the value of the first step of the**  
184 **first column in the Full-time Academic Salary Schedule, as**  
185 **reflected in the following formula:**

186  
187 **.4466 (.0667(column 1, step 1 of the Full-time Academic**  
188 **Salary Schedule)**

- 189  
190 (3) Each succeeding column will increase by 4% of column 1 over the  
191 previous column.  
192  
193 (4) As required for CalSTRS reporting purposes, compensation for  
194 counselors and librarians will be reported to CalSTRS and paid by  
195 converting the LHE rate to an hourly rate as defined in the  
196 appropriate salary schedule.  
197

198 30.3. Salary Schedule Column Placement Criteria  
199

200 All degrees or units must be from accredited educational institutions.  
201

- 202 a. Column I Bachelor's Degree (or the minimum degree and/or experience  
203 as required by the California Community College Chancellor's Office  
204 minimum qualifications as published in the *Minimum Qualifications for*  
205 *Faculty and Administrators in California Community Colleges*) or  
206 equivalency as established under Title 5 §53410.  
207  
208 b. Column II  
209  
210 (1) Master's Degree, or  
211  
212 (2) Bachelor's Degree plus 40 semester units, including Master's  
213 Degree.  
214  
215 c. Column III  
216  
217 (1) Master's Degree plus 20 semester units, or  
218  
219 (2) Bachelor's Degree plus 50 semester units, including Master's  
220 Degree.  
221  
222 d. Column IV  
223  
224 (1) Master's Degree plus 40 semester units, or  
225  
226 (2) Bachelor's Degree plus 70 semester units, including Master's  
227 Degree, or



228 (3) Permanent Vocational Credential received prior to establishment of  
229 the Community College Credential and Bachelor's Degree.

230  
231 e. Column V

232 (1) Earned Doctorate, or

233 (2) Master's Degree plus 60 semester units, or

234  
235 (3) Bachelor's Degree plus 90 semester units, including Master's  
236 Degree, or

237 (4) Permanent Vocational Credential received prior to establishment of  
238 the Community College Credential and Master's Degree.

239  
240  
241  
242  
243 30.4. Previous Experience Credit for Initial Step Placement

244  
245 a. Instructional experience

246  
247 At the time of initial employment, new full-time faculty members will be  
248 given schedule placement credit for full- and or part-time instruction,  
249 counseling, coaching, or librarian experience, whichever applies to the  
250 assignment. The experiences may be at any accredited high school  
251 (grades 9-12), college or university. Instructional experiences of the  
252 equivalent of 30 LHE will equal one year of experience. Previous  
253 experience credit will be given as follows:

254  
255 ~~0-51~~ years of experience – placement on step 1

256  
257 ~~62~~ years of experience – placement on step 2

258  
259 ~~73~~ years of experience – placement on step 3

260  
261 ~~84 or more~~ years of experience – placement on step 4

262  
263 5 years of experience – placement on step 5

264  
265 6 or more years of experience – placement on step 6

266  
267 b. Non-instructional occupational experience

268  
269 For purposes of calculating initial step placement in Section 30.4.a. above,  
270 at the time of initial employment, full-time faculty members may be  
271 awarded placement credit for non-instructional occupational experience  
272 provided that it directly relates to the District assignment. Credit granted  
273 will be at the rate of one year of credit for two years of related

274 experiences. No placement based upon any combination of past  
275 instructional experience and past non-instructional occupational  
276 experience will be higher than step **6** on the salary schedule. Credit for  
277 non-instructional and instructional experience may be earned  
278 simultaneously.

279  
280 The new full-time faculty member will submit to Human Resources at least  
281 one of the following:

- 282
- 283 (1) A completed Request for Verification of Work Experience Form  
284 (obtained from Human Resources) from each former employer; or
  - 285
  - 286 (2) A letter on the employer's letterhead verifying work experiences  
287 and dates of employment; or
  - 288
  - 289 (3) An IRS Form 1040 and Schedule C for self-employed experiences.
  - 290

291 **30.5. Step and Column Movement**

292  
293 a. Step advancement

- 294
- 295 (1) Full-time faculty members shall move one step on the Full-time  
296 Academic Salary Schedule for each contractual year of service.
  - 297
  - 298 (2) Step movements shall occur annually in the Fall.
  - 299

300 b. Column Advancement

- 301
- 302 (1) Column advancement based on experience shall occur annually in  
303 the Fall.
  - 304
  - 305 (2) For overload pay, full-time faculty members shall move one column  
306 on the Full-Time Classroom Overload and Part-Time Non-  
307 Classroom Tutorial Salary Schedule annually for each contractual  
308 year of service.
  - 309
  - 310 (3) Part-time faculty members shall move one column on the salary  
311 schedule after having served the equivalent of thirty (30) LHE.
  - 312
  - 313 (4) After the date of hire, for the purpose of column advancement, nine  
314 (9) semester units of lower division college level credit from an  
315 accredited institution of higher education will be allowed for  
316 coursework that is pertinent to the principal area of assignment  
317 and/or is for retraining or the up-grading of skills. The coursework  
318 must be approved in advance by the dean and Vice President.
  - 319

- 320 (5) Coursework taken for column advancement outside the faculty  
321 member's primary assignment must be approved by the Vice  
322 President prior to enrolling in the course(s).  
323
- 324 (6) A passing grade must be earned in all coursework accepted for  
325 salary classification credit. A pass/fail course must be noted as  
326 pass and a credit/non-credit course must be noted as credit in the  
327 transcript.  
328
- 329 (7) Column advancement based on coursework or completion of a  
330 degree can occur in Fall and Spring. Official verification of  
331 coursework taken and/or degree conferred must be submitted to  
332 Human Resources by August 1st for column advancement for the  
333 Fall semester and January 3rd for column advancement for the  
334 Spring semester.  
335

336 30.6. Doctoral Stipends  
337

338 Full-time faculty members who hold an earned doctorate from an accredited  
339 institution shall receive a stipend of 5.6% of the base salary as defined in section  
340 30.2.a.2 as part of their annual salary.  
341

342 30.7. State of California Part-time Parity Compensation Funds  
343

344 Parity compensation funds ("parity pay") received from the State of California in  
345 the amount of \$640,931 have been added onto the salary schedule and are  
346 disbursed through regular salary payments as determined by the appropriate  
347 salary schedule included in Appendix A. Should the State of California parity  
348 compensation funds exceed \$640,931, the District and Association agree to meet  
349 to determine what amount, if any, will be distributed to part-time faculty.  
350 Conversely, should the State of California parity compensation funds fall below  
351 \$640,931 one year, the District will combine any excess of the \$640,931 received  
352 the following year with that amount, and will meet with the Association to  
353 determine if any additional funds are due to be distributed to the part-time faculty.  
354

355 30.8. Increase in Compensation  
356

- 357 a. For the **2024-2025** academic year, the Full-time Academic Salary  
358 Schedule will reflect an increase of **1.57%** over the schedule of the  
359 previous year.  
360
- 361 b. For the **2025-2026** academic year, the Full-time Academic Salary  
362 Schedule will reflect an increase of **3.43%** over the schedule of the  
363 previous year.  
364

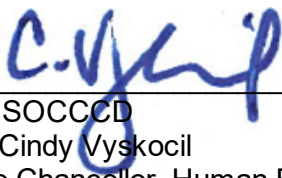
365 c. For the **2026-2027** academic year, the Full-time Academic Salary  
366 Schedule will reflect an increase of **3.58%** over the salary schedule of the  
367 previous year.  
368

369 30.9 **In 2026-2027, the District and the Association agree to re-open negotiations**  
370 **on salary if any of the following conditions exist:**  
371

- 372 a. **The cost-of-living adjustment (COLA) funded by the State of**  
373 **California exceeds 3.43% for 2025-2026.**  
374 b. **The cost-of-living adjustment (COLA) funded by the State of**  
375 **California exceeds 3.58% for 2026-2027.**  
376 c. **The cost-of-living adjustment (COLA) funded by the State of**  
377 **California is equal to or less than 2.08% for 2026-2027.**  
378

379 **All full-time faculty employed by the District on September 1, 2021 (in paid**  
380 **status), will receive a one-time, off-schedule payment of \$4,000 in**  
381 **November 2021, less applicable withholdings and deductions, to be**  
382 **disbursed on a different pay date from the regular monthly salary. This**  
383 **one-time payment will not be added to the salary schedule and will not be**  
384 **included in base pay for CalSTRS calculations.**  
385  
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390 **South Orange County Community**  
391 **College District**

392 

395 For SOCCCD  
396 Dr. Cindy Vyskocil  
397 Vice Chancellor, Human Resources  
398

399 9.4.24  
400 \_\_\_\_\_  
401 Date  
402

**South Orange County Community College**  
**District Faculty Association, CTA/NEA**



For SOCCCD-FA  
Claire Cesareo  
Chief Negotiator

9/4/24  
\_\_\_\_\_  
Date

**TENTATIVE AGREEMENT BETWEEN THE  
SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT AND THE  
SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT FACULTY ASSOCIATION,  
CTA/NEA**

**March 11, 2024**

This Tentative Agreement between the South Orange County Community College District and the South Orange County Community College District Faculty Association, CTA/NEA (hereinafter referred to as the “Association”) is expressly made pursuant to the Education Employment Relations Act and the Collective Bargaining Agreement between the parties.

The agreement applies only to the Article set forth below. All other provisions of the Collective Bargaining Agreement shall be deemed to remain unchanged except as set forth below or as otherwise mutually agreed:

**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 and 22713)

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 in accordance with the provisions of Education Code Sections 87483 and 22713.

Faculty members who meet requirements may submit a petition request to the Vice Chancellor of Human Resources to reduce their workloads from full-time to part-time and, if approved, shall receive the retirement service credit they would have received if they were employed on a full-time basis. If approved, both the faculty member and the District shall make contributions to the State Teachers Retirement System (STRS) in the amount that would have been contributed if the member were employed on a full-time basis.

Reduced workloads under this Article shall be in accordance with Education Code sections 87483 and 22713 and subject to CalSTRS guidelines. The most recent CalSTRS Employer Directive (2/24/2022) and Reduced Workload Program Eligibility Certification (01/18) are attached for informational purposes as Appendix \_\_\_\_\_.

Faculty wishing to participate in the reduced workload program should submit their request no later than May 1st to ensure it is timely processed.

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

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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 **and been employed in a full-time position to perform creditable service under the Defined Benefit (DB) program each year of the five academic years immediately preceding the first year in which the faculty member's workload is reduced, without having a break in service.**
  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 ( $\frac{1}{2}$ ) 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.

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

92  
93 Effective January 1, 2018:

- 94  
95  
96  
97  
98  
99  
100  
101
- 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.

- 102  
103  
104  
105  
106  
107
- 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.

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

111  
112 **31.3. ~~Consultant Contract Program for Retired Academic Employees~~**

113  
114 ~~a. When need exists, the Board of Trustees may award consultancy contracts~~  
115 ~~to retired faculty members of the District. Following are the rules and~~  
116 ~~regulations for the implementation of programs of consultant contracts for~~  
117 ~~retired faculty members.~~

118  
119 ~~(1) To be eligible to start the consultant contract program, the faculty~~  
120 ~~member must be at least fifty-five (55) years of age before the~~  
121 ~~beginning of the college year (July 1) in which the consultant~~  
122 ~~contract starts.~~

123  
124 ~~(2) The faculty member must have been employed full-time (100%) or~~  
125 ~~equivalent as an academic employee of the District for at least ten~~  
126 ~~(10) years prior to the request to participate in the consultant~~  
127 ~~contract program.~~

128  
129 ~~(3) The faculty member must have officially retired from the District~~  
130 ~~prior to July 1 of the fiscal year in which the consultant contract~~  
131 ~~begins.~~

132  
133 ~~(4) The contract may be written for a period of up to five (5) years or~~  
134 ~~until the faculty member reaches the age of sixty-five (65),~~  
135 ~~whichever comes first.~~

136  
137 ~~(5) The contract may be by mutual agreement for a specific annual~~  
138 ~~project or service for not less than thirty (30) working days per year.~~

139  
140 ~~(6) The annual consultant contract compensation shall not exceed the~~  
141 ~~maximum allowed under the Educ. Code for such services.~~

142 ~~(7) Faculty members opting for this program shall continue full-time~~  
143 ~~faculty benefits, and receive improved benefits awarded all other~~  
144 ~~full-time faculty members, through the duration of the contract.~~

145  
146 ~~(8) An applicant for the consultant contract program must make~~  
147 ~~application for the program no later than February 1<sup>st</sup> to be eligible~~  
148 ~~for the following year.~~

149  
150 **31.4. Health and Medical Benefits for Retirees**

151

152 a. To be eligible for health and medical benefits after retirement, **the faculty**  
153 **member must retire in good standing. Specifically, a faculty member who**  
154 **retires or resigns after formal charges have been served by the District**  
155 **supporting termination of employment but prior to the conclusion of an**  
156 **evidentiary hearing is no longer eligible to receive retiree health and**  
157 **medical benefits. Should the faculty member proceed to an evidentiary**  
158 **hearing, the faculty member shall be put on paid administrative leave and**  
159 **retain health benefits throughout the evidentiary hearing and a decision is**  
160 **rendered but shall lose all rights to those benefits should the District**  
161 **prevail at the conclusion of the hearing. T**the faculty member **in good**  
162 **standing** shall concurrently retire from the District and STRS, and notify the  
163 District of their retirement from STRS by providing proof acceptable to the District  
164 of such retirement. If the retiree returns to active full-time service in a STRS **or**  
165 **PERS** contracting district/**entity** they shall notify the District and the applicable  
166 insurance plan administrator of such action, at which time the benefits for both  
167 the retiree and their dependents as described in this provision shall cease.  
168

169 **Nothing in Article 31.4.a (above) precludes the district from exercising its**  
170 **rights under Education Code 87735.**  
171

172 b. Present medical, vision, and dental benefits for those retirees who were  
173 employed full-time by the District for ten (10) years immediately preceding the  
174 date of retirement and who have reached the age of fifty-five (55), and who meet  
175 the eligibility requirements described in section A above, and for the dependents  
176 of eligible retirees, shall continue until the retiree reaches the age of Medicare  
177 eligibility.  
178

179 c. Medicare Eligibility and Continuation of Benefits  
180

181 (1) The District will provide supplemental medical coverage for the retired  
182 faculty member, provided the retiree has purchased Medicare A and B  
183 coverage.  
184

185 (2) If the retiree has reached the age of Medicare eligibility but does not  
186 qualify for Medicare, benefits for the retiree will continue under the  
187 following circumstances:  
188

189 (a) The purchase of such coverage is permitted by the health carrier;  
190 and  
191

192 (b) The retiree pays the full cost of the medical insurance, including  
193 any penalty, fee or other cost imposed by the insurance carrier if  
194 the retiree has not purchased Medicare A and B coverage.  
195

196 (3) If the retiree has reached the age of Medicare eligibility but a dependent  
197 has not reached such age, benefits for the dependent may continue  
198 under the following circumstances:  
199

200 (a) The purchase of such coverage is permitted by the health carrier;  
201



- 202 (b) The retiree has purchased Medicare A and B coverage, if eligible  
203 to purchase such coverage; and  
204  
205 (c) The retiree pays an amount equal to the cost of the full-time  
206 faculty member health benefit package, less the District's cost of  
207 the supplemental medical coverage for the retiree. For example, if  
208 the cost of the health benefit package for a full-time faculty  
209 member is \$1000 per month, and the District's cost for  
210 supplemental insurance for the retiree is \$600 per month, the cost  
211 to the retiree for continued dependent health benefits would be  
212 \$400 per month. If the retiree is not eligible for Medicare, the  
213 retiree shall also pay any penalty, fee or other cost imposed by the  
214 insurance carrier.  
215  
216 (d) In any given year, the increase will not be greater than 10% over  
217 the prior year cost for this coverage.  
218  
219 (4) If both the retiree and their dependent have reached the age of Medicare  
220 eligibility, the retiree may purchase for the dependent, through the  
221 District's health benefit providers, supplemental health coverage  
222 equivalent to that provided for the retiree so long as:  
223  
224 (a) Such purchase is permitted by the health carrier;  
225  
226 (b) The retiree and the dependent have purchased Medicare A and B  
227 coverage, if eligible to purchase such coverage; and  
228 (c) The retiree pays an amount equal to the District's cost for the  
229 retiree's supplemental health coverage. If the retiree or dependent  
230 is not eligible for Medicare, the retiree shall also pay any penalty,  
231 fee or other cost imposed by the insurance carrier.  
232  
233 (5) If the retiree is under the age of Medicare eligibility but the dependent has  
234 reached such age, health benefits for the dependent will continue under  
235 the following circumstances:  
236  
237 (a) Such purchase is permitted by the health carrier;  
238  
239 (b) The dependent has purchased Medicare A and B coverage, if  
240 eligible to purchase such coverage; and  
241  
242 (c) If the dependent is not eligible for Medicare or otherwise fails to  
243 purchase Medicare A and B coverage, the retiree shall pay any  
244 penalty, fee or other cost imposed by the insurance carrier.  
245  
246 d. After the retiree reaches the age of Medicare eligibility, the retiree may purchase  
247 vision and dental benefits, for both themselves and for dependents, through the  
248 District's providers so long as:  
249  
250 (1) Such purchase is permitted by the health carrier;  
251

252 (2) Benefits for retirees are grouped in a separate rate from the active/early  
253 retirees' group; and the retiree pays the full cost of such benefits.

254  
255 e. Other coverage for the faculty member and coverage for the dependents is  
256 subject to applicable state and federal laws providing for such coverage.  
257

258 31.5. Emeritus Faculty Privileges

259  
260 a. Eligibility

261  
262 Any full-time faculty member who retires from the District **in good standing** shall  
263 receive emeritus status. However, if a faculty member retires while on an  
264 administrative leave **or while under investigation by the District or a**  
265 **municipality**, and they desire emeritus status, the retiring faculty member must  
266 submit a request for emeritus status to the **District Office of Technology Vice**  
267 **Chancellor of Human Resources and Learning**. The **Office of Technology**  
268 **and Learning Vice Chancellor of Human Resources** will submit the matter to a  
269 special panel composed of two members appointed by the Academic Senate and  
270 two members appointed by the college president, and a fifth member to be  
271 determined by the appointed panel members. The special panel will make a  
272 recommendation to the Board of Trustees, which will determine whether to grant  
273 emeritus status to the faculty member. If the Board should elect not to follow the  
274 panel's recommendation, a written explanation of the Board's decision and its  
275 reasons will be made to the members of the panel.  
276

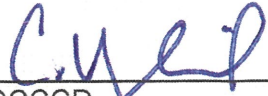
277 b. Privileges

278  
279 (1) Faculty members granted Emeritus status will be issued official college  
280 identification designating their status, **and their names will be retained**  
281 **in the college catalog**.  
282

283 (2) Emeritus faculty will be granted **lifetime event**, library and faculty parking  
284 privileges, **access to District-sponsored events**, and upon request, **lifetime**  
285 **email access**. **These privileges may be revoked by the**  
286 **District in exceptional circumstances at the recommendation of the**  
287 **Vice Chancellor of Human Resources by a special panel composed**  
288 **of two members appointed by the Academic Senate and two**  
289 **members appointed by the College President, and a fifth member to**  
290 **be determined by the appointed panel members. The determination**  
291 **of the special panel shall be final.**  
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**South Orange County Community  
College District**

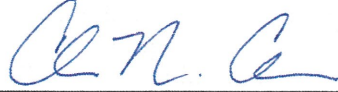


For SOCCCD  
Dr. Cindy Vyskocil  
Vice Chancellor, Human Resources

3/11/24

Date

**South Orange County Community College  
District Faculty Association, CTA/NEA**



For SOCCDFA  
Claire Cesareo  
Chief Negotiator

3/11/24

Date