

Collective Bargaining
Agreement Between North
Orange County Community
College District and
United Faculty CCA-CTA-
NEA

March 31, 2022 – June 30, 2024



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TENTATIVE AGREEMENT dated March 31, 2022

ARTICLE 1
AGREEMENT

1.1 **BINDING AGREEMENT BETWEEN THE PARTIES**

The articles and provisions contained herein constitute a bilateral and binding agreement ("Agreement") by and between the Board of Trustees ("Board") of the North Orange County Community College District ("District") and the North Orange County Community College District Chapter, CCA/CTA/NEA ("Association"), an employee organization formally known as United Faculty. Reference to the "parties" as used in this Article shall include the Board and the Association.

1.2 **RECOGNITION OF EXCLUSIVE REPRESENTATIVES**

1.2.1 **Recognition of Association**

1.2.1.1 For the duration of this Agreement, the Board recognizes the Association as the exclusive representative for the following unit of employees of the District, hereinafter referred to in the Articles of this Agreement as Unit Members:

1.2.1.1.1 any full-time or pro-rata regular (permanent or tenured) or contract (probationary or tenure track) faculty member employed within the District;

1.2.1.1.2 any temporary faculty member employed within the District and paid on the Regular and Contract Faculty Salary Schedule for a full semester.

1.2.2 **Recognition of the District**

For the duration of this Agreement, the Association recognizes the Board as the exclusive representative of the District.

1.2.3 **Negotiation through Designated Representatives**

The parties agree to negotiate exclusively through the designated bargaining representatives appointed by each party.

1.3 **NEGOTIATIONS**

1.3.1 **Reopeners**

1.3.1.1 By mutual agreement of the parties, negotiations may take place at any time on any article within this Agreement.

1.3.1.2 During a multiple year Agreement, either party shall have the right to reopen this Agreement each academic year regarding the academic calendar, the articles concerning salaries, fringe benefits and two (2) other articles, by submitting written proposals to the other party by October 15 of each academic year, or, if such date falls upon a weekend or scheduled holiday, by the next instructional day.

1.3.2 **Academic Calendar**

The academic calendars for credit instruction and noncredit instruction, as negotiated by the parties, are subject to approval by the State Chancellor's Office. Unit Members must attend the mandatory non-student duty days as scheduled on the negotiated calendars.

Effective Fall 2017, two additional non-student mandatory Flex Days will be added to the academic calendar for credit and non-credit.

These two days will consist of professional development activities “in-lieu-of” regular instruction. Flex activities may include, but are not limited to, compliance/training programs and workshops in activities such as course and program development and revision, professional development activities, development of new instructional materials, and other instruction-related activities.

1.3.3 Successor Agreement

1.3.3.1 Either party shall have the right to submit to the other party a written proposal for a Successor Agreement. Such written proposal shall be submitted by October 15, in the year prior to the expiration of this Agreement, or if such date should fall upon a weekend or scheduled holiday, by the next instructional day.

1.3.3.2 The terms and conditions of this Agreement shall remain in full force and effect during negotiations for Successor Agreements and/or reopeners.

1.3.4 Commencement of Negotiations

1.3.4.1 Within a reasonable period of time after submission of written proposals for reopeners by the Association, the representatives of the Board shall present such proposals to the Board for review.

1.3.4.2 The Board shall hold public notice of such proposals at the next regular Board of Trustees’ meeting following the receipt of such proposals.

1.3.4.3 Within ten (10) working days of satisfaction of the public notice requirements, negotiations shall commence at a mutually acceptable time and place.

1.3.5 Ratification

1.3.5.1 After reaching agreement, the representatives of both parties shall, at the earliest opportunity, present the Agreement to their respective executive boards for informal approval. At the first meeting of the Board of Trustees following official ratification by the Association and completion of public notice requirements, the Agreement shall be placed on the agenda for ratification by the Board.

1.3.5.2 The District shall provide the Association with one copy of the Agreement for each Unit Member. Additional copies shall be provided as new Unit Members are hired.

1.4 SAVINGS PROVISION

1.4.1 If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law. All other provisions will continue in full force and effect. In the event of invalidation of any provision of this Agreement as provided above, either party may serve upon the other a written request to negotiate the effects of such invalidation. Negotiations shall commence within a time mutually agreed upon by the parties.

1.4.2 The provisions of this Agreement shall prevail over District practices and procedures. In the absence of specific provisions in this Agreement, such practices and procedures may be exercised, modified or terminated by the District through established procedures and in consultation with the Association.

1.5 TERMS OF AGREEMENT

This Agreement shall become effective upon full ratification and continue in effect to and including June 30, 2024, and from year to year thereafter unless alteration or amendment is requested in writing in accordance with section 1.3 of this Article.

ARTICLE 2

DEFINITIONS

- 2.1 "Academic Calendar" means the number of days as determined by the Board of Governors of the California Community Colleges, designated for instruction or participation in staff, student, and instructional improvement activities. The number of days in the academic calendar shall be the same for credit and noncredit instruction within the District.
- 2.2 "Academic Year" is the period beginning July 1 of each year and ending the next June 30.
- 2.3 "Administrative Employee" means any person employed by the District in a supervisory or management position as defined in Article 5 (commencing with section 3540) of Chapter 10.7 of Division 4 of Title 1 of the Government Code as defined in the Education Code Section 87002 (a).
- 2.4 "Area" means an instructional and/or service area which is generally recognized, organized or administered on the basis of a discipline or service, group of related disciplines and/or services, program or other basis, but not formally delineated as a department pursuant to the provisions of Article 16.
- 2.5 "Campus" or "College" means any of the following: Cypress College, Fullerton College, North Orange Continuing Education.
- 2.6 "Contract Year" (See "Academic Year")
- 2.7 "Days" or "Duty Days" unless otherwise specified, means assigned duty days for a Unit Member as determined by any employment contract.
- 2.8 "Department" means an instructional and/or service area, established on the basis of a discipline or service, group or related disciplines and/or services, program, or other reasonable basis pursuant to the provisions of Article 16.
- 2.9 "Department Coordinator" means a Unit Member designated to perform duties within a department pursuant to the provisions in Article 16.
- 2.10 "Department Faculty" or "Faculty of any Department" means those Unit Members regularly assigned within a department.
- 2.11 "District" means the Board of Trustees of the North Orange County Community College District and/or its designated administrative representatives.
- 2.12 "Division" means an instructional and/or service area consisting of one or more disciplines and encompassing such courses and/or services as are assigned to them, administered under the jurisdiction and supervision of any of the following (or the equivalent):
- 2.12.1 a Division Dean;
- 2.12.2 a Dean of Counseling;
- 2.12.3 a Dean of Library Resources.
- 2.13 "Division Faculty" or "Faculty of any Division" means those Unit Members regularly assigned within a division.
- 2.14 "Educational Administrator" means an administrator who is employed by the District in an academic position designated as having direct responsibility for supervising the operation of or formulating policy regarding the instructional or student services program of the college or District as defined in the Education Code Section 87002 (b).
- 2.15 "Employee" is any person employed by the District in any capacity, including Unit Members.

- 2.16 "Faculty" or "Faculty Member" (see "Unit Member").
- 2.17 "Hourly" or "Part-time Faculty Member" means a temporary faculty member who is assigned on an hourly basis to not more than sixty (60) percent of a full-time load and who is paid on the Part-time Salary Schedule.
- 2.18 "Immediate Management Supervisor" unless otherwise specified, means the lowest level educational administrative employee to which a Unit Member reports.
- 2.19 "Intersession" means any period of time between regular semesters/terms during which instruction is scheduled.
- 2.20 "President" means the President of a college.
- 2.21 "Pro-Rata Faculty Member" means a faculty member who is employed less than one hundred (100) percent and paid on the Regular and Contract Salary Schedule.
- 2.22 "School Year" (see "Academic Calendar").
- 2.23 "Seniority" A Unit Member's seniority date shall be deemed to have been the date upon which he or she first rendered paid service in a probationary or contract position, or if the Unit Member has resigned, and has been reemployed, the date upon which he or she first rendered paid service after his or her reemployment. Seniority of administrative employees who have been placed in the bargaining unit shall be determined pursuant to the Education Code and Board policy.
- 2.24 "Unit Member" means any full-time or pro-rata regular (permanent or tenured) or contract (probationary or tenure-track) faculty member employed within the District and temporary faculty members paid on the Regular and Contract Faculty Salary Schedule for a full semester.

ARTICLE 3

ASSOCIATION RIGHTS

The Association shall have the following rights in addition to any rights as provided in other articles of this Agreement.

3.1 INSTITUTIONAL FACILITIES

3.1.1 The Association shall have the right to use, without charge, institutional buildings, facilities, and standard office equipment at reasonable times for the purposes of conducting Association business and related matters. The District shall facilitate the provision of office space on each campus which may be shared by the Association and the Senates. The District shall provide the necessary equipment.

3.1.2 The Association shall have the right to use, without charge and in conformance with District policy, institutional bulletin boards, mailboxes, the District and campus mail systems and other District means of communication for the posting or transmission of information or notices concerning Association matters.

3.1.3 Extra cost services and/or materials shall be at the expense of the Association.

3.2 INFORMATION REGARDING UNIT MEMBERS

3.2.1 The Association shall have the right to receive, within a reasonable time, upon request, names, job titles, and information regarding compensation of all Unit Members.

3.2.2 If requested by the Association, and authorized by the employee, such listing shall include home addresses and telephone numbers.

3.3 PAYROLL DEDUCTIONS

3.3.1 Except as expressly exempted herein, all Unit Members who do not maintain membership in the Association are required as a condition of continued employment to pay service fees to the Association.

3.3.2 The Association has the exclusive right to have employee organization membership dues and service fees deducted by the District from the wages or salary of employees in the Unit in accordance with the provisions of this Article.

3.3.3 The District will implement automatic payroll deductions for all current Unit Members in accordance with the District's procedures and the Association's dues and service fees schedule or payments to a designated charitable fund in lieu of service fees in case of an employee's bona fide religious objection. Payroll deductions shall be processed in accordance with standard District operating procedures. The District will implement automatic payroll deductions for new Unit Members upon employment.

3.3.4 Unit Members, in lieu of payroll deductions, may pay dues or service fees directly to the Association or, in the case of bona fide religious objection, provide proof of payment to a designated charitable fund. In the event a Unit Member pays dues or service fees directly to the Association, the District shall cease automatic payroll deduction, in accordance with standard District operating procedures, after receipt of written notice from the Association specifying the name of the Unit Member.

3.3.5 The Association may specify a change in the amount of the dues or service fees provided an authorized Association officer submits a written notice to the District for such adjustment. Revised payroll deductions will be processed in accordance with standard District operating procedures from the first day of the month following 45 calendar days after receipt by the District of the Association's written notice for adjustment.

3.3.6 The District shall, without charge, transmit to the Association the sums deducted under this Article, except that the District shall transmit to a designated charitable fund sums deducted in lieu of service fees in the case of an employee's bona fide religious objection.

3.3.7 Any employee who has a bona fide religious objection, as defined in Government Code section 3546.3, to the payment of service fees in support of an “employee organization,” as defined in Government Code section 3540.1(d), shall not be required to join, maintain membership in, or pay dues or service fees required as a condition of employment. However, such employee shall be required, in lieu of service fees required by this Article, to pay sums equal to such service fees to any one of the following three designated non-religious, non-labor, charitable funds exempt from taxation under section 501(c)(3) of Title 26 of the United States Internal Revenue Code:

- 3.3.7.1 Cypress College Foundation
- 3.3.7.2 Fullerton College Foundation
- 3.3.7.3 The United Way

3.3.8 Any employee claiming this religious exemption shall, as a condition of continued exemption, furnish to the Association a detailed written statement of objection establishing the basis for the religious exemption.

3.3.9 The Association shall establish internal complaint procedures for resolving issues such as the appropriateness of service fees. It shall be the sole responsibility of the Association to resolve such complaints, and it is the expressed intent of the parties that any such dispute or claim shall be specifically excluded from the grievance procedure as provided in this Agreement.

3.3.10 The Association agrees to indemnify the District for all reasonable legal fees and legal costs incurred in defending any court action and/or administrative action that may arise out of or by reason of action taken by the District for the purpose of complying with this Article.

3.4 CONDUCTING OF ASSOCIATION BUSINESS

Duly-authorized Association officers and representatives shall be allowed to conduct official Association business, including grievance representation activities, on District property as necessary for the performance of Association responsibilities. Such activities shall not interfere with officers’ or representatives’ contractual duties except as provided for in other articles of this Agreement, or by agreement with the District.

3.5 REASSIGNED TIME

3.5.1 To satisfy the requirements of Chapter 10.7 of the Government Code, the Association shall be allowed reassigned time equivalent to 2.5 FTE per school year, with the understanding that a minimum of 0.2 FTE will be allocated to each Association-appointed grievance representative. Additional reassigned time will be granted provided the Association pays the District the equivalent of the salary on the Regular and Contract Overload Teaching Schedule (Appendix B) corresponding to the Unit Member’s reassigned time, plus the cost of the associated retirement system contributions.

3.5.2 Not later than the last day of the spring semester, the Association will provide the vice Chancellor of Human Resources with a list of the Association’s elected officers, appointed grievance representatives and negotiating team members for the next academic year and the amount of reassigned time awarded to each pursuant to section 3.5.1 for each semester/term during the next academic year.

3.6 HOLD HARMLESS

The District agrees to hold the Association harmless in the event that any insurance policy, annuity, or other such programs for which a Unit Member has properly authorized a deduction lapses or is canceled solely as a direct and proximate result of failure on the part of the District to forward, in a timely manner, the funds to the designated recipient.

ARTICLE 4

FACULTY RIGHTS

Unit Members shall have the following rights, in addition to any rights as provided in other articles of this Agreement.

4.1 PROFESSIONAL ACTIVITIES

4.1.1 A Unit Member may request the following:

4.1.1.1 attendance at professional conferences and workshops;

4.1.1.2 visitation to classes in other departments or areas, or at other colleges;

4.1.1.3 participation in other professional activities.

4.1.2 Such request shall be submitted to the Immediate Management Supervisor. If recommended by the Immediate Management Supervisor and approved by the President, attendance shall be allowed with no loss of pay.

4.1.3 If the Immediate Management Supervisor does not recommend the request, written reasons shall be given to the Unit Member within five (5) working days of such request. The Unit Member may appeal to the President or designee, who shall respond in writing within five (5) days of appeal. The decision of the President shall be final.

4.1.4 Denial of any request under this section shall not be arbitrary or capricious.

4.2 SCHEDULING

4.2.1 The Immediate Management Supervisor or designee shall collaborate with Unit Members through written communications or department meetings before and after decision making in determining the following:

4.2.1.1 classes offered;

4.2.1.2 scheduled times of offerings;

4.2.1.3 number of sections within divisional allocation;

4.2.1.4 assignments of Unit Members;

4.2.1.5 development of divisional and departmental budgets;

4.2.1.6 allocation and specification of equipment and facilities;

4.2.1.7 participation in professional activities.

4.2.2 Such collaboration shall be through department meetings, division meetings or written communications, as appropriate, in such manner as will afford a bona fide opportunity for participation of Unit Members in the decision-making process.

4.2.3 Any areas of contention between Unit Members shall be decided, upon due consideration, by the Immediate Management Supervisor.

4.2.4 A Unit Member shall have a five (5) day period ("day" defined in Article 24.2.2) within which to review the Unit Member's individual schedule, including both contract workload and overload, prior to the finalization of such schedule. During this five (5) day period, if requested by the Unit Member, the Immediate Management Supervisor shall consult with the Unit Member concerning the Unit Member's schedule. After the five (5) day review period, the Unit Member's schedule, including contract workload and overload, will be considered finalized.

4.2.4.1 After finalization of the Unit Member's schedule, if the Unit Member becomes interested in additional overload classes, the Unit Member shall notify the Immediate Management Supervisor or designee in writing, including specification of the courses, days/times, modalities, or other details associated with the request, if known. The Immediate Management Supervisor will give such Unit Members first consideration for any additional overload classes that become available after receipt of the request.

4.2.4.2 If at any time a Unit Member's schedule is changed after the initial finalization of the Unit Member's schedule, the Unit Member will be provided with a new schedule, in writing, within five (5) days.

4.3 MATERIALS, PROCESSES, AND DEVICES PREPARED AND DEVELOPED BY UNIT MEMBERS

4.3.1 In the absence of a separate, express and mutually acceptable contract to the contrary, a Unit Member shall have the exclusive property right to all materials, devices and processes which are the product of his/her mind, time and talent, including the right to all royalties from the sale thereof, and the District waives any right it might have therein; provided, however, that in such cases the Unit Member shall reimburse the District for any property owned by the District and physically incorporated in such materials or devices, and provided further that such materials, devices or processes are not within the public domain.

4.3.2 The District grants to a Unit Member the same right to have considered and adopted for required use the materials, devices or processes which the Unit Member has developed, as the District grants with respect to material, devices or processes developed by others. Materials or devices developed by a Unit Member which a student is required to purchase shall be adopted through the regular procedure prescribed by the District.

4.3.3 In the event a Unit Member undertakes to develop or prepare materials, devices or processes on behalf of the District, either in lieu of, or in addition to regular duties, the property right in and to such materials, devices or processes shall vest in the Unit Member as part of the compensation for such assignment, unless there shall first have been a separate and mutually negotiated contract specifying the work to be performed, the compensation therefore, and the disposition of the property right in and to such materials, devices or processes, including the right of any royalties which may accrue there from.

4.3.4 The District will neither recognize nor honor the claim of any Unit Member to revenue from the District under an implied contract based upon the use of any materials, devices or processes developed by the Unit Member and used by the Unit Member within the District.

4.3.5 Nothing in this section shall be construed as endangering pre-existing property rights of third parties, that are binding on the District, in materials, devices or processes developed by a Unit Member.

4.4 NONDISCRIMINATION

4.4.1 No Unit Member shall be discriminated against on the basis of race, national origin, religion, marital status and/or pregnancy, or sexual orientation, and to the extent prohibited by law, no person shall be discriminated against because of age, sex, or disabilities. However, the District and the Association agree that these issues are best adjudicated in the appropriate state and federal agencies, and therefore, it is the expressed intent of the parties that any dispute or claim arising under this section shall be specifically excluded from the grievance procedure as provided in this Agreement. Unit Members maintain the right to seek assistance from the grievance representative in attempting to informally resolve an issue arising under this section or in pursuing resolution through appropriate state/federal agencies.

4.4.2 No Unit Member shall be in any way discriminated against, intimidated, restrained or coerced because of any of the following:

4.4.2.1 the Unit Member's affiliation with or participation in the Association, or the exercise of rights guaranteed by Chapter 10.7, sections 3540-3549 of the Government Code.

4.4.2.2 the Unit Member's participation in Senate activities or the exercise of rights, duties or responsibilities pursuant to the provisions of Title 5, sections 53200-53203 of the California Code of Regulations.

4.4.2.3 the unit Member's political opinions and affiliations.

4.5 REPRIMAND

Any reprimand of a Unit Member shall be initiated within a reasonable time of the incident giving rise to such reprimand. Any reprimand of a Unit Member in writing shall be subject to the provisions of 4.7.3 of this Article.

4.6 COMPLAINT AGAINST A UNIT MEMBER

4.6.1 Any complaint against a Unit Member not in writing and not signed by the complainant shall be dismissed as rumor and innuendo. However, a complaint of tardiness or absenteeism occurring at the time the complaint is made may be investigated without a written complaint.

4.6.2 It is expressly understood that nothing in this Agreement shall prohibit the District from acting upon any complaint or allegation of sexual harassment, unlawful discrimination, or other allegation which the District would be obligated to investigate by law or as a matter of public policy.

4.6.3 Except for complaints to be dismissed as rumor or innuendo as provided in section 4.6.1, and complaints or allegations as provided in section 4.6.2, where investigation of a complaint is deemed necessary, the Unit Member shall be informed of the specifics of the complaint and shall be responsible for assisting the administration in determining the facts related to the complaint. Any written complaint shall be subject to the provisions of section 4.7.3 of this Article.

4.7 PERSONNEL FILES

The personnel file of each Unit Member shall be maintained at the District Central Administration Office.

4.7.1 Materials in the personnel file of any Unit Member shall be made available for inspection by the Unit Member, except the following:

4.7.1.1 ratings, reports or records which were obtained prior to the employment of the Unit Member, except materials which may serve as a basis for affecting the Unit Member's placement on the salary schedule;

4.7.1.2 materials prepared by identifiable members of any examination or hiring committee prior to employment of the Unit Member in the District;

4.7.1.3 materials obtained in connection with any promotional examination.

4.7.2 A Unit Member shall have the right to inspect his/her personnel file upon request, provided such request is made at a time when the Unit Member is not scheduled to render services to the District.

4.7.3 Information of a derogatory nature, except as provided in 4.7.1.1 and 4.7.1.3 of this Article, shall not be entered or filed unless and until the Unit Member is given notice and an opportunity to review and comment thereon.

4.7.3.1 Review of information as provided in 4.7.3 shall take place during normal business hours and the Unit Member shall be released from duty for this purpose without loss of pay.

4.7.3.2 A Unit Member shall have the right to enter, and have attached to any derogatory statement, the Unit Member's response.

4.7.3.3 The Vice Chancellor of Human Resources or designee, upon written request from a Unit Member who is tenured, will remove derogatory materials from the Unit Member's personnel file under the following guidelines:

- 4.7.3.3.1 Derogatory material(s) placed in the personnel file before the Unit Member became tenured must be over three (3) years old and no other derogatory material(s) have been placed in the file within the three (3) year period.
- 4.7.3.3.2 Formal written evaluation and support information that were administered after the Unit Member became tenured may not be removed before a new formal evaluation is placed in the file with no unsatisfactory/derogatory comments.
- 4.7.3.3.3 Derogatory material(s) placed in the personnel file before the Unit Member became tenured may not be removed before two (2) formal written evaluations have been placed in the file that have no unsatisfactory/derogatory comments and were administered after the Unit Member became tenured.
- 4.7.3.3.4 Where certification of an evaluation is delayed, as provided in section 18.5.7.2, et seq., of Article 18 of this Agreement, the process conducted to assess the progress of a Unit Member in addressing recommendations for improvement does not constitute a formal evaluation for the purposes of sections 4.7.3.3.2 and 4.7.3.3.3 of this Article.

4.8 STUDENT LEARNING OUTCOMES

Student Learning Outcomes and their assessment are a component of program and curriculum development and evaluation. As such, Student Learning Outcomes will be developed and assessed by the division and department faculty. In accordance with District Administrative Procedure 2510, the Board of Trustees will rely primarily upon the recommendations of the senates with respect to the development and assessment of Student Learning Outcomes.

ARTICLE 5

INSTRUCTOR WORKLOAD

5.1 TEACHING WORKWEEK

5.1.1 The workweek consists of a minimum of forty (40) hours per week of professional services including classroom work, committee work, field trips, conferences, preparation, grading, and co-curricular activities.

5.1.2 Credit Faculty

5.1.2.1 Twenty-five (25) of the forty (40) hours shall be spent on campus as follows:

5.1.2.1.1 Regularly scheduled class activities, including field trips, and scheduled nonteaching assignments, as described in Article 6 and Article 7, assigned as part of the regular contract workload.

5.1.2.1.2 Regularly scheduled office hours as provided in section 5.2.5 of this Article.

5.1.2.1.3 Department and division meetings. Unit Members are responsible for attending department and division meetings as scheduled.

5.1.2.1.4 Other Campus/District related professional activities. Unit Members are expected to participate in campus and District governance and co-curricular activities including, but not limited to, attending the mandatory non-student duty-days, service on hiring, evaluation and other committees, attendance at graduation ceremonies, program and curriculum evaluation and development (including appropriate participation in the formulation of Student Learning Outcomes and the Student Learning Outcomes assessment cycle), etc., as part of their professional obligation.

5.1.2.2 The following shall be reflected on a Unit Member's staff assignment sheet:

5.1.2.2.1 Scheduled class activities that are part of the Unit Member's regular contract workload;

5.1.2.2.2 Scheduled nonteaching assignments, as described in Article 6 and Article 7, that may be assigned as part of the Unit Member's regular contract workload;

5.1.2.2.3 Scheduled office hours;

5.1.2.2.4 Scheduled reassigned time, as provided in section 5.7 of this Article;

5.1.2.2.5 Overload assignments.

5.1.2.3 Overload assignments shall not be included in the twenty-five (25) hours specified in section 5.1.2.1

5.1.3 Noncredit Faculty

5.1.3.1 Thirty (30) of the forty (40) hours shall be spent on campus as follows:

5.1.3.1.1 Regularly scheduled class activities, including field trips, and scheduled nonteaching assignments, as described in Article 6 and Article 7, assigned as part of the regular contract workload.

5.1.3.1.2 Department and division meetings. Unit Members are responsible for attending department and division meetings as scheduled.

5.1.3.1.3 Other campus/District-related professional activities. Unit Members are expected to participate in campus and District governance and co-curricular activities including, but not limited to, attending the mandatory non-student duty days, service on hiring, evaluation and other committees, attendance at graduation ceremonies, program and curriculum evaluation and development (including appropriate participation in the formulation of Student Learning Outcomes and the Student Learning Outcomes assessment cycle), etc., as part of their professional obligation.

5.1.3.2 The following shall be reflected on a Unit Member's staff assignment sheet:

5.1.3.2.1 Scheduled class activities that are part of the Unit Member's regular contract workload;

5.1.3.2.2 Scheduled nonteaching assignments, as described in Article 6 and Article 7, that may be assigned as part of the Unit Member's regular contract workload;

5.1.3.2.3 Scheduled reassigned time, as provided in section 5.7 of this Article;

5.1.3.2.4 Overload assignments.

5.1.3.3 Overload assignments shall not be included in the thirty (30) hours specified in section 5.1.3.1.

5.2 WORKLOAD CREDIT INSTRUCTORS

5.2.1 Annual Contract Workload

5.2.1.1 The regular contract workload for full-time instructors shall be thirty (30) Lecture Hour Equivalents (LHE) per academic year, exclusive of intersessions, with teaching units equated as follows:

5.2.1.1.1 One (1) lecture teaching unit is equated as one (1) LHE and is comprised of eighteen (18) hours of lecture instructional activity.

5.2.1.1.2 One (1) laboratory teaching unit is equated as three-fourths (3/4) LHE and is comprised of eighteen (18) hours of laboratory instructional activity.

5.2.1.1.3 One (1) hour shall comprise fifty (50) minutes of instructional activity.

5.2.1.2 Classes offered during the 16-week primary terms, summer intersessions, winter intersessions, and other short-term classes shall be scheduled in a manner such that, subject to regulatory requirements, the total number of student contact hour is as close as possible to, but normally not less than, the number of student contract hours, including final examinations, for a traditional 18-week semester.

5.2.1.3 Variations in the normal teaching load may occur to provide for research and innovation by mutual written agreement.

5.2.2 Fall Semester Assignment

5.2.2.1 The normal contract workload for the fall semester shall be fifteen (15) LHE. However, where necessary to facilitate scheduling, a maximum contract workload of seventeen (17) LHE may be assigned for the fall semester provided that, except by mutual agreement, no single class in the assignment is equal to the amount of LHE over fifteen (15) LHE.

5.2.2.2 If a Unit Member is assigned up to seventeen (17) LHE as provided in 5.2.2.1, the LHE in excess of fifteen (15) shall be considered part of the regular contract workload for the fall semester. The contract workload for the spring semester shall be the difference between thirty (30) LHE and the LHE assigned as the contract workload for the fall semester.

5.2.2.3 If a Unit Member is asked to assume an assignment in addition to the contract workload determined pursuant to section 5.2.2.1, the Unit Member may:

5.2.2.3.1 refuse the assignment; or

5.2.2.3.2 accept the assignment as overload, which may be load banked, subject to the provisions of Article 23, or paid in accordance with the appropriate overload schedule.

5.2.3 Spring Semester Assignment

5.2.3.1 The contract workload for the spring semester shall be the difference between thirty (30) LHE and the LHE assigned as the contract workload for the fall semester. Every reasonable effort will be made to limit the spring semester assignment to the annual contract workload maximum of thirty (30) LHE.

5.2.3.2 Where necessary to complete the contract workload, a Unit Member may be assigned a class for the spring semester which will cause the Unit Member's assignment to exceed the required contract workload. The portion of the assignment in excess of the required contract workload shall be designated as overload.

5.2.3.3 If a Unit Member is asked to assume an assignment in addition to the contract workload determined pursuant to section 5.2.3.1, the Unit Member may:

5.2.3.3.1 refuse the assignment; or

5.2.3.3.2 accept the assignment as overload, which may be load banked, subject to the provisions of Article 23, or paid in accordance with the appropriate overload schedule.

5.2.4 In computing the annual contract workload for a Unit Member who is on a leave of absence for one (1) of the two (2) semesters in a school year, it shall be assumed that a fifteen (15) LHE load has been assigned during that semester. Contracts for a percent less than one hundred (100) percent will use thirty (30) LHE per year as a base.

5.2.5 Office Hours

Five and one-half (5.5) posted office hours per week on campus during each regular semester shall be scheduled at the discretion of the Unit Member and reflected on the Unit Member's staff assignment sheet, with the understanding that:

5.2.5.1 One (1) of the required hours shall be scheduled on each day during the week when the Unit Member has four (4) or fewer hours of classes scheduled, except that a Unit Member shall not be required to schedule office hours on days when the Unit Member does not have regularly scheduled classroom activities.

5.2.5.2 Office hours may be scheduled for a minimum of thirty minutes or more.

5.2.5.3 Office hours shall be scheduled to provide reasonable student access with respect to classes assigned as part of the Unit Member's regular contract workload; when reasonable, office hours may be schedule one (1) hour before or after a regularly scheduled class.

5.2.5.4 A Unit Member who receives reassigned time or who is on a leave of absence during a semester may reduce the number of office hours proportional to the percentage of reassigned time or leave, rounded to the nearest half-hour.

5.2.5.5 A Unit Member assigned distance education courses as part of the regular contract workload shall be permitted to hold "virtual" office hours proportionate to the percentage of load constituted by the distance education courses, rounded to the nearest half-hour. The virtual

office hours shall be reflected on the Unit Member's staff assignment sheet.

5.2.5.5.1 If the percentage of load constituted by distance education courses assigned as part of the regular contract workload exceeds sixty (60) percent, the Unit Member shall be responsible for two (2) scheduled office hours per week on campus during the semester.

5.2.5.5.2 The provisions of section 5.2.5.1 notwithstanding, each of the two (2) required on campus hours shall be scheduled on separate days, Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m., at the discretion of the Unit Member.

5.2.5.6 Office hours are to be maintained according to the policies established in this Article at all times during the semester.

5.3 WORKLOAD, NON-CREDIT INSTRUCTORS

5.3.1 The regular contract workload for full-time instructors shall be as follows;

5.3.1.1 Eighteen-week semester: twenty-five (25) teaching hours per week;

5.3.1.2. Twelve-week semester: twenty-five (25) teaching hours per week;

5.3.1.3 Sixteen-week semester: twenty-eight (28) teaching hours per week.

5.3.2 A teaching hour will comprise fifty (50) minutes of classroom activity. Variations in the normal teaching load may occur to provide for research and innovation by mutual written agreement.

5.4 SCHEDULING

5.4.1 The regular contract for instructors shall be 177 days each academic year to be assigned within the regular semesters and as otherwise specified in the academic calendar as negotiated by the District and the Association.

5.4.2 Assignments may be scheduled on any number of days during the week except Sundays and holidays not to exceed five (5). It is the intent of the parties that, as a first priority, classes will be assigned on Monday through Friday. However, it is understood and agreed that some classes may be required to be scheduled and assigned on Saturdays as part of the regular contract workload, subject to the following.

5.4.2.1 First, an attempt will be made to obtain a qualified volunteer. Such volunteers shall be given first consideration for unassigned Saturday classes. If there are no volunteers and the District has determined that a qualified adjunct faculty member is not available to fill the assignment, then an involuntary assignment may be made by the Immediate Management Supervisor.

5.4.2.2 Involuntary Saturday class assignments will be rotated among qualified Unit Members in the department/area, commencing on the basis of lowest seniority.

5.4.2.2.1 Subsequent to the first involuntary assignment during a semester, no Unit Member shall receive an additional involuntary assignment until the remaining classes have been assigned in rotation.

5.4.2.2.2 In subsequent semesters, a Unit Member who has been given an involuntary Saturday class assignment in a previous semester shall not be given another involuntary Saturday assignment if there is a qualified Unit Member who has not been given an involuntary Saturday assignment subsequent to the Unit Member's most recent involuntary Saturday assignment.

5.4.2.3 If Saturday assignments are scheduled as part of the regular contract workload, the Unit Member will not be given assignments on Monday except by mutual written agreement.

- 5.4.3 Reasonable consideration shall be given to Unit Members in arranging their contract load in an attempt to avoid the following:
- 5.4.3.1 more than three (3) preparations per semester;
 - 5.4.3.2 more than one (1) new preparation per semester, except for first year Unit Members or Unit Members assigned to another division;
 - 5.4.3.3. more than four and one-half (4.5) consecutive hours of lecture;
 - 5.4.3.4 more than six (6) consecutive hours of laboratory or combined lecture/laboratory.
 - 5.4.3.5 It is understood that the characteristics of certain departments/areas or the need for flexibility in scheduling short-term classes may cause exceptions to the guidelines stated above on a regular basis for some Unit Members.
- 5.4.4 Assignment of any class to a non-Unit Member shall be subject to preemption to complete a Unit Member's regular contract workload.

5.5 NIGHT ASSIGNMENTS

- 5.5.1 In the event that a Unit Member's contract load cannot be completed during the day, the assignment of night classes as part of the load may be made on the following basis:
- 5.5.1.1 First, an attempt will be made to obtain a qualified volunteer. Such volunteers shall be given first consideration for unassigned night classes.
 - 5.5.1.2 Second, involuntary assignments will be rotated on a one-semester basis among qualified Unit Members in the department/area. In any department/area where a rotational system has not already been established, it will commence on the basis of seniority.
- 5.5.2 A night class is defined as a class that is scheduled to begin at or after 6:00 p.m.

5.6 OVERLOAD ASSIGNMENTS

- 5.6.1 During any regular semester/term, a Unit Member may, by mutual agreement, assume an overload in accordance with the provisions of Article 8. However, such overload shall be subject to preemption to complete regular contract workloads.
- 5.6.2 The overload teaching pay rates specified in Appendix B include compensation for ten (10) minutes of office hour time for consultation with students for each fifty (50) minutes of overload assignment time.

5.7 REASSIGNED TIME

- 5.7.1 The District may grant reassigned time to a Unit Member for the performance of an alternative task or responsibility in lieu of a portion of a Unit Member's customary regular contract workload assignment during a regular semester. When reassigned time is granted, it will be assigned as part of the Unit Member's regular contract workload. Any portion of the reassigned time that is required to be scheduled at specific times and/or locations will be specified in writing at the time the assignment is offered and shall be reflected on the Unit Member's staff assignment sheet.
- 5.7.2 The workload expectation for reassigned time shall be calculated on the basis of a forty-hour workweek as provided in section 5.1.1 with forty (40) hours per week equaling a one hundred (100) percent load as illustrated in the following table:

REASSIGNED TIME WORKLOAD EXPECTATION

CREDIT INSTRUCTOR REASSIGNED TIME			NONCREDIT INSTRUCTOR REASSIGNED TIME			
REASSIGNED TIME (LHE Units)	EQUIVALENT LOAD (Percent)	WORKLOAD EXPECTATION (Hrs per Week)		REASSIGNED TIME (Classroom Hours)	EQUIVALENT LOAD (Percent)	WORKLOAD EXPECTATION (Hrs per Week)
0.5	3.33	1.50		1	4.00	1.50
1.0	6.67	2.50		2	8.00	3.00
1.5	10.00	4.00		3	12.00	5.00
2.0	13.33	5.50		4	16.00	6.50
2.5	16.67	6.50		5	20.00	8.00
3.0	20.00	8.00		6	24.00	9.50
3.5	23.33	9.50		7	28.00	11.00

REASSIGNED TIME WORKLOAD EXPECTATION

CREDIT INSTRUCTOR REASSIGNED TIME			NONCREDIT INSTRUCTOR REASSIGNED TIME			
REASSIGNED TIME (LHE Units)	EQUIVALENT LOAD (Percent)	WORKLOAD EXPECTATION (Hrs per Week)		REASSIGNED TIME (LHE Units)	EQUIVALENT LOAD (Percent)	WORKLOAD EXPECTATION (Hrs per Week)
4.0	26.67	10.50		8	32.00	13.00
4.5	30.00	12.00		9	36.00	14.50
5.0	33.33	13.50		10	40.00	16.00
5.5	36.67	14.50		11	44.00	17.50
6.0	40.00	16.00		12	48.00	19.00
6.5	43.33	17.50		13	52.00	21.00
7.0	46.67	18.50		14	56.00	22.50
7.5	50.00	20.00		15	60.00	24.00
8.0	53.33	21.50		16	64.00	25.50
8.5	56.67	22.50		17	68.00	27.00
9.0	60.00	24.00		18	72.00	29.00
9.5	63.33	25.50		19	76.00	30.50
10.0	66.67	26.50		20	80.00	32.00
10.5	70.00	28.00		21	84.00	33.50
11.0	73.33	29.50		22	88.00	35.00
11.5	76.67	30.50		23	92.00	37.00
12.0	80.00	32.00		24	96.00	38.50
13.0	86.67	34.50		25	100.00	40.00
13.5	90.00	36.00				
14.0	93.33	37.50				
14.5	96.67	38.50				
15.0	100.00	40.00				

5.7.3 The provisions of section 5.7.1 notwithstanding, reassigned time granted to the Association in accordance with section 3.5 of Article 3 of this Agreement, and any reassigned time granted by the District to the academic senates, shall not be required to be scheduled on the staff assignment sheets of the Unit Members receiving such reassigned time.

5.8 NURSING FACULTY CLINICAL COMPENSATION (5/26/15)

5.8.1 Effective July 1, 2015, the nursing faculty clinical practicum will be compensated at the lecture rate.

ARTICLE 6

COUNSELOR WORKLOAD

(Includes Physical Disability Specialists, Learning Disability Specialists, EOPS Counselors)

6.1 REGULAR CONTRACT

The regular contract for counselors shall be 195 days each academic year, to be assigned between July 1 and the following June 30. The annual regular contract workload shall comprise a total of 1245 hours to be assigned as provided in section 6.3.

6.2 COUNSELING WORKWEEK

6.2.1 College Counselors

The workweek for counselors assigned to the colleges includes an average of thirty-five (35) assigned hours per week (semester basis), which shall constitute the regular contract workload, and a minimum of five (5) hours per week of professional services for other campus/district related professional activities where the Unit Member's participation is not assigned by the Immediate Management Supervisor.

6.2.2 North Orange Continuing Education Counselors

The workweek for counselors assigned to North Orange Continuing Education includes an average of thirty-two (32) assigned hours per week (semester basis), which shall constitute the regular contract workload, and a minimum of eight (8) hours per week of professional services for other campus/District related professional activities where the Unit Member's participation is not assigned by the Immediate Management Supervisor.

6.2.3 It is recognized that variations in the average of the assigned hours per week of the regular contract workload may occur to accommodate the operational needs of the department.

6.3 COUNSELOR WORKLOAD

6.3.1 The assigned hours of the regular contract workload shall be spent on the following counseling and guidance activities as assigned by the Immediate Management Supervisor.

6.3.1.1 counseling office hours for scheduled and unscheduled interviews;

6.3.1.2 group counseling activities;

6.3.1.3. counseling and guidance-related staff, committee, and division meetings;

6.3.1.4 conferences with faculty regarding students and related counseling and guidance matters;

6.3.1.5 attending liaison meetings with high schools, institutions of higher education, and other college divisions as assigned;

6.3.1.6 teaching counseling and student development classes with the understanding that for each hour of classroom teaching, one (1) additional hour of the regular contract workload hours will be allowed to perform duties related to teaching the class;

6.3.1.7 other related counseling or guidance activities.

6.3.2 Unit Members are responsible for attendance at counseling department and counseling division meetings as scheduled.

- 6.3.3 Unit Members are expected to participate in campus and District governance and co-curricular activities including, but not limited to, attending the mandatory non-student duty days, service on hiring, evaluation and other committees, attendance at graduation ceremonies, program and curriculum evaluation and development (including appropriate participation in the formulation of Student Learning Outcomes and the Student Learning Outcomes cycle), etc., as part of their professional obligation.

6.4 SCHEDULING

- 6.4.1 Assignments may be scheduled on any number of days during the week except Sundays and holidays. It is the intent of the parties that, as a first priority, the hours of the regular contract workload will be assigned on Monday through Friday. However, it is understood and agreed that some duties may be required to be scheduled and assigned on Saturdays as part of the regular contract workload, subject to the following:
 - 6.4.1.1 First, an attempt will be made to obtain a qualified volunteer. Such volunteers shall be given first consideration for unassigned Saturday assignments. If there are no volunteers and the District has determined that a qualified adjunct faculty member is not available to fill the assignment, then an involuntary assignment may be made by the Immediate Management Supervisor.
 - 6.4.1.2 Involuntary Saturday assignments will be rotated among qualified Unit Members in the department/area, commencing on the basis of lowest seniority. Teaching assignments will be rotated on a one-semester basis. Nonteaching assignments will be rotated on a day-to-day basis.
 - 6.4.1.2.1 Subsequent to the first involuntary assignment during an academic year, no Unit Member shall receive an additional involuntary assignment until the remaining assignments have been assigned in rotation.
 - 6.4.1.2.2 In subsequent academic years, a Unit Member who has been given an involuntary Saturday assignment in a previous academic year shall not be given another involuntary Saturday assignment if there is a qualified Unit Member who has not been given an involuntary Saturday assignment subsequent to the Unit Member's most recent involuntary Saturday assignment.
 - 6.4.1.2.3 If Saturday assignments are scheduled as part of the regular contract workload, the Unit Member will not be given assignments on Monday except by mutual written agreement.
- 6.4.2 A good faith effort, in writing, will first be made by the Immediate Management Supervisor to fulfill the assignment needs determined by management for the academic year by voluntary selection of duty days from a master calendar. Unit Members shall be allowed at least one (1) week to make selections, starting no later than April 1 of the preceding academic year.
- 6.4.3 To the extent that assignment needs have not been met by mutual agreement through the procedures in section 6.4.2, then involuntary assignments may be made by the Immediate Management Supervisor on a rotating seniority basis with low seniority counselors being given first involuntary assignments, provided that exceptions may be made in areas where special assignments exist. The rotation list will remain in effect from year to year. Notice of assignments must be given no later than May 1 or twenty-five (25) days after approval of the academic calendar, whichever is later.
- 6.4.4 On a rotating seniority basis, fifty (50) percent of the counselors at each campus shall be guaranteed a period of six (6) consecutive weeks free of duty days. The remaining counselors shall be guaranteed a period of four (4) consecutive weeks free of duty days during each academic year. The consecutive week period may be counted from the last duty day worked in the previous academic year. The provisions of this section notwithstanding, a Unit Member and the Immediate Management Supervisor may mutually agree to a schedule where there are fewer weeks free of duty days or where the weeks free of duty days are not consecutive.

6.5 NIGHT ASSIGNMENTS

- 6.5.1 Unit Members may be assigned up to eighteen (18) days consisting of up to one hundred fifteen (115) night assignment hours during registration and orientation periods during the academic year, with the understanding and agreement that additional night assignment hours may be required to be scheduled and assigned at these and other times during the academic year in accordance with operation needs.
- 6.5.2 In the event additional night assignments beyond the eighteen (18) days are required, such assignments will be made on the following basis:
 - 6.5.2.1 First, an attempt will be made to obtain a qualified volunteer. Such volunteers shall be given first consideration for unassigned night assignments.
 - 6.5.2.2 Second, involuntary assignments will be rotated among qualified Unit Members in the department/area commencing on the basis of lowest seniority. Teaching assignments will be rotated on a one-semester basis. Nonteaching assignments will be rotated on a day-to-day basis.
- 6.5.3 A night assignment is defined as a class that is scheduled to begin at or after 6:00 p.m. (teaching assignment), or an assignment that ends after 6:00 p.m. (nonteaching assignment).

6.6 OVERLOAD ASSIGNMENT

- 6.6.1 During any regular semester/term, a Unit Member may, by mutual agreement, assume an overload in accordance with the provisions of Article 8. However, such overload shall be subject to preemption to complete regular contract workloads.
- 6.6.2 For the purpose of this Article, "overload" means a counseling and guidance assignment within the meaning of section 6.3.1 which exceeds the regular contract workload.

ARTICLE 7

LIBRARIAN WORKLOAD

7.1 REGULAR CONTRACT

The regular contract for librarians shall be 177 days each academic year. The annual regular contract workload shall comprise a total of 1234 hours to be assigned as provided in section 7.3. Librarians may work up to 60 hours total (30 hours per semester) of the 1234 hour regular contract workload during the week preceding each regular semester. Any scheduling of librarian hours outside of the regular semesters shall be by mutual agreement between the Immediate Management Supervisor and the librarian.

7.2 LIBRARIAN WORKWEEK

7.2.1 The workweek for librarians includes an average of thirty-eight and one quarter (38.25) assigned hours per week, which shall constitute the regular contract workload, and a minimum of one and three quarter (1.75) hours per week of professional services for other campus/district related professional activities where the Unit Member's participation is not assigned by the Immediate Management Supervisor.

7.2.2 It is recognized that variations in the assigned hours per week of the regular contract workload may occur to accommodate scheduling requirements and the operational needs of the department.

7.3 LIBRARIAN WORKLOAD

7.3.1 The assigned hours of the regular contract workload shall be spent on the following activities as assigned by the Immediate Management Supervisor:

7.3.1.1 Library duties;

7.3.1.2 teaching library classes, with the understanding that for each hour of classroom teaching, one (1) additional hour of the thirty-eight and one quarter (38.25) hours will be allowed to perform duties related to teaching the class and

7.3.1.3 attendance at library department meetings and library division meetings as scheduled.

7.3.2 Unit Members are expected to participate in campus and District governance and co-curricular activities including, but not limited to, attending the mandatory non-student duty days, service on hiring, evaluation and other committees, attendance at graduation ceremonies, program and curriculum evaluation and development (including appropriate participation in the formulation of Student Learning Outcomes and the Student Learning Outcomes assessment cycle), etc., as part of their professional obligation.

7.4 SCHEDULING

7.4.1 Assignments may be scheduled on any number of days during the week except Sundays and holidays. It is the intent of the parties that, as a first priority, the hours of the regular contract workload will be assigned on Monday through Friday. However, it is understood and agreed that some duties may be required to be scheduled and assigned on Saturdays as part of the regular contract workload, subject to the following:

7.4.1.1 First, an attempt will be made to obtain a qualified volunteer. Such volunteers shall be given first consideration for unassigned Saturday assignments. If there are no volunteers and the District has determined that a qualified adjunct faculty member is not available to fill the assignment, then an involuntary assignment may be made by the Immediate Management Supervisor.

7.4.1.2 Involuntary Saturday assignments will be rotated on a one-semester basis among qualified Unit Members in the department/area, commencing on the basis of lowest seniority.

7.4.1.2.1 Subsequent to the first involuntary assignment during a semester, no Unit Member shall receive an additional involuntary assignment until the remaining assignments have been assigned in rotation.

7.4.1.2.2 In subsequent semesters, a Unit Member who has been given an involuntary Saturday assignment in a previous semester shall not be given another involuntary Saturday assignment if there is a qualified Unit Member who has not been given and involuntary Saturday assignment subsequent to the Unit Member's most recent involuntary Saturday assignment.

7.4.1.3 If Saturday assignments are scheduled as part of the regular contract workload, the Unit Member will not be given assignments on Monday except by mutual written agreement.

7.5 NIGHT ASSIGNMENTS

7.5.1 The assigned hours per week for the regular contract workload will normally be assigned during the day. However, it is understood and agreed that night assignment hours may be required to be scheduled and assigned in accordance with operational needs.

7.5.2 In the event night assignments are required, such assignments will be made on the following basis:

7.5.2.1 First, an attempt will be made to obtain a qualified volunteer. Such volunteers shall be given first consideration for unassigned night assignments.

7.5.2.2 Second, involuntary assignments will be rotated on a one-semester basis among qualified Unit Members in the department/area, commencing on the basis of lowest seniority.

7.5.3 A night assignment is defined as an assignment that ends after 6:00 p.m.

7.6 OVERLOAD ASSIGNMENTS

7.6.1 During any regular semester/term, a Unit Member may, by mutual agreement, assume an overload in accordance with the provisions of Article 8. However, such overload shall be subject to preemption to complete regular contract workloads.

7.6.2 For the purpose of the Article, "overload" means a library-related assignment within the meaning of section 7.3.1 which exceeds the regular contract workload.

ARTICLE 8

OVERLOAD ASSIGNMENTS

8.1 ASSUMPTION AND PREEMPTION OF OVERLOAD

- 8.1.1 A Unit Member may, by mutual agreement, assume an overload assignment during any regular semester/term.
- 8.1.2 Overload assignments shall be clearly identified as being separate from the regular contract workload assignment and shall be paid at the appropriate rate as provided in section 8.4 of this Article, regardless of whether the regular assigned load is less than the maximum allowable load.
- 8.1.3 Overload assignments, however, may be preempted to complete regular contract workloads.
- 8.1.4 Intersession assignments shall not fall within the provisions of this Article.

8.2 MAXIMUM PERMITTED OVERLOAD

- 8.2.1 The maximum overload assignment for Unit Members is two (2) classes or ten (10) faculty units during any regular semester/term. Faculty may exceed the maximum with the approval of the Immediate Management Supervisor.
- 8.2.2 For teaching faculty, overload assignments which do not involve a regular class or an overload assignment involving work experience shall be equated by the Immediate Management Supervisor as a class or partial class and shall be considered in computing the maximum load allowance.
- 8.2.3 Independent Study contracts shall not count toward the maximum allowance.
- 8.2.4 Since Unit Members may be assigned part or all of their regular contractual workload in the evening hours, it is understood that this contractual assignment does not preclude their assuming a voluntary overload within the above limitation.

8.3 SCHEDULING AND ROTATION

- 8.3.1 Each semester/term the Immediate Management Supervisor shall distribute a form on which Unit Members may indicate the assignments they would be interested in assuming as overload. Any such forms returned to the Immediate Management Supervisor shall serve as the basis for scheduling overload assignments for the next semester/term. Unit Members who wish to assume an overload shall notify the Immediate Management Supervisor in a timely manner.
- 8.3.2 Unit Members shall be given first consideration for all overload assignments in their departments or areas. For purposes of scheduling and rotation, overload assignments within a department or area shall be deemed to exist when the assignments offered within the department or area exceed the assignments necessary to complete the regular contract workloads of the Unit Members qualified for such assignments and regularly assigned within such department or area. Such overload assignments shall be made only after reasonable consideration of qualified Unit Members who have indicated interest in assuming available assignments.
- 8.3.3 Overload assignments shall be rotated on a one (1) semester basis among qualified Unit Members in the department or area. In any department or area where a rotational system is not already established, it will commence on the basis of seniority. Subsequent to the first assignment, no Unit Member shall receive an additional assignment until the remaining assignments have been offered in rotation. If a Unit Member entitled by rotation declines the assignment or fails to respond, the assignment shall be offered to the next qualified Unit Member in the rotation until the assignment has been filled.
- 8.3.4 Voluntary assumption of an overload assignment shall not alter the status of a Unit Member with respect to any rotational system established for purposes of scheduling intersession or involuntary assignments.

8.3.5 If a Unit Member is denied an overload assignment, the Immediate Management Supervisor will provide written rationale to the Unit Member before the Unit Member's schedule is finalized.

8.4 COMPENSATION

8.4.1 Unit Members who teach credit overload assignments shall be paid according to the Regular and Contract Faculty Overload Teaching Schedule (Appendix B).

8.4.2 Unit Members who teach noncredit overload assignments shall be paid at the laboratory rate according to the Regular and Contract Faculty Overload Teaching Schedule (Appendix B).

8.4.3 Nonteaching counselor and librarian overload assignments shall be compensated at an hourly rate according to the Regular and Contract Faculty Overload Nonteaching Schedule (Appendix C).

8.4.4 Work experience overload assignments shall be compensated at a rate of \$50 per student not to exceed twenty-five (25) students per class.

8.4.5 Unit Members who enter into a learning contract with a student in order to teach Independent Study on an overload basis shall be compensated at the rate of \$10 per student per unit for each half of a term. Payment for the first half of the term will be based on enrollment at the end of the first quarter of the term; payment for the second half of the term will be based on the enrollment at the end of the third quarter of the term. In order for a Unit Member to receive compensation, the learning contracts must be signed by the student, Unit Member, Immediate Management Supervisor, and be submitted to the Admissions and Records Office by established deadlines. Unit Members may not exceed a cumulative maximum of twenty-four (24) student units in Independent Study per semester.

ARTICLE 9

SUBSTITUTE TEACHING

- 9.1 Unit Members who substitute are expected to conduct classes in which they substitute in the same professional manner as in their own classes.
- 9.2 Unit Members who substitute may not combine a class in which they substitute with their own regular class scheduled at the same hour for extra pay unless by written permission of the President or designee.
- 9.3 Any substitute service by a Unit Member must be approved in advance by the Unit Member's Immediate Management Supervisor. Substitute service performed without prior authorization shall be deemed to have been performed within the Unit Member's assignment and shall not be eligible for additional compensation.
- 9.4 In the event of a Unit Member's absence, a substitute may be provided at the discretion of the Immediate Management Supervisor. A Unit Member shall not engage any substitute unless the Immediate Management Supervisor has authorized the substitution in advance.

9.5 COMPENSATION

- 9.5.1 Unit Members who perform substitute credit teaching assignments during a regular semester/term shall be compensated according to the Regular and Contract Faculty Overload Teaching Salary Schedule (Appendix B).
- 9.5.2 Unit Members who perform substitute noncredit teaching assignments during a regular semester/term shall be compensated at the laboratory rates according to the Regular and Contract Faculty Overload Teaching Salary Schedule (Appendix B).
- 9.5.3 Unit Members who perform substitute credit teaching assignments during the summer intersession shall be compensated according to the Regular and Contract Faculty Summer Intersession Teaching Salary Schedule (Appendix D). Unit Members who perform substitute credit teaching assignments during other intersessions shall be compensated according to the Regular and Contract Faculty Overload Teaching Salary Schedule (Appendix B).
- 9.5.4 Unit Members who perform substitute noncredit teaching assignments during the summer intersession shall be compensated at the laboratory rate according to the Regular and Contract Faculty Summer Intersession Teaching Salary Schedule (Appendix D). Unit Members who perform substitute noncredit teaching assignments during other intersessions shall be compensated at the laboratory rate according to the Regular and Contract Faculty Overload Teaching Salary Schedule (Appendix B).
- 9.5.5 Unit Members who perform substitute nonteaching counselor and librarian assignments shall be compensated at an hourly rate according to the Regular and Contract Faculty Overload Nonteaching Salary Schedule (Appendix C).

ARTICLE 10

INTERSESSION ASSIGNMENTS

10.1 DEFINITION

“Interession” as used in this Agreement means any period of time other than regular semesters/terms during which instruction is scheduled.

10.2 ASSUMPTION OF INTERSESSION ASSIGNMENTS

A Unit Member may assume, by mutual agreement, an assignment for any instructional period scheduled within an interession.

10.3 MAXIMUM INTERSESISON ASSIGNMENT

The maximum assignment for Unit Members during an interession is two (2) classes or ten (10) faculty units. Faculty may exceed the maximum with the approval of the Immediate Management Supervisor. When interession periods are non-overlapping, the ten (10) unit or two (2) class restriction shall apply separately to each instructional period. Neither the number of units nor the number of classes from the first non-overlapping instructional period shall be added to the second when determining maximum allowable load.

10.4 SCHEDULING AND ROTATION

10.4.1 Unit Members shall be given first consideration for all interession assignments in their departments/areas. An occasional exception may be granted, with department approval, to encourage an outstanding expert to teach a single course in an area of such person’s expertise.

10.4.2 Interession assignments shall be rotated on a one-interession basis among qualified Unit Members in the department/area. In any department/area where a rotational system is not already established, it will commence on the basis of seniority, with the Unit Member having the most seniority being given the first right of class assignment. Subsequent to the first class assignment, no Unit Member shall receive an additional class assignment until the remaining class assignments have been offered to the other members of the department/area in rotation.

10.4.3 The rotational system for interession assignments shall be separate from rotational systems established for overload and involuntary assignments.

10.4.4 Each year, the Immediate Management Supervisor shall distribute a form on which Unit Members may indicate the assignments they would be interested in assuming as an interession assignment. Any such forms returned to the Immediate Management Supervisor shall serve as the basis for scheduling interession assignments. If a Unit Member entitled by rotation to an interession assignment declines the assignment or fails to respond, the assignment shall be offered to the next Unit Member in the rotation, until the assignment has been filled.

10.5 COMPENSATION

10.5.1 Unit Members who teach credit summer interession assignments shall be compensated according to this Regular and Contract Faculty Summer Interession Salary Teaching Schedule (Appendix D). Unit Members who teach other credit interession assignments shall be compensated according to the Regular and Contract Faculty Overload Teaching Salary Schedule (Appendix B).

10.5.2 Unit Members who teach noncredit summer interession assignments shall be compensated at the laboratory rate according to the Regular and Contract Faculty Summer Interession Teaching Salary Schedule (Appendix D). Unit Members who teach other noncredit interession assignments shall be compensated at the laboratory rate according to the Regular and Contract Faculty Overload Teaching Salary Schedule (Appendix B).

10.5.3 Unit Members who perform nonteaching counselor and librarian intersession assignments shall be compensated at an hourly rate according to the Regular and Contract Faculty Overload Nonteaching Salary Schedule (Appendix C).

ARTICLE 11

CLASS SIZE/MULTIPLE SECTIONS

11.1 MAXIMUM CLASS SIZE

- 11.1.1 The maximum class size for any course of instruction shall be established through the regular campus curriculum process.
- 11.1.2 Maximum class size as established through the campus curriculum process shall not be changed except by the following procedures:
- 11.1.2.1 Any Unit Member or Management Supervisor may request that a maximum class size be changed.
 - 11.1.2.2 Such request must be submitted to the Campus Curriculum Committee.
 - 11.1.2.3 Within a reasonable time period, the Campus Curriculum Committee will make a recommendation on this request to the President or designee.
 - 11.1.2.4 Within twenty (20) duty days, the President or designee shall act on the recommendation. In acting on such recommendation, the President or designee shall normally rely primarily upon the advice and judgment of the Campus Curriculum Committee.
 - 11.1.2.5 If the President or designee's recommendation differs from the recommendation of the Committee, the President or designee will indicate in writing the reasons for differing from the Committee's recommendation.
- 11.1.3 A Unit Member shall not be required to enroll students in any course of instruction beyond the established class maximum.

11.2 MULTIPLE SECTIONS

- 11.2.1 Multiple section classes may be assigned as part of a Unit Member's regular contract workload. Any additions to a Unit Member's regular contract workload occurring after the beginning of the semester which involve creating or increasing a multiple section class will be considered as adding a class and subject to the provisions of Article 5, Sections 5.2.2 and 5.2.3.
- 11.2.2 A class may be scheduled as a multiple section prior to the first day of any instructional period; or, subsequent to the first day of the instructional period, a class may be scheduled as a multiple section, or any established multiple section class may be increased, at the discretion of the President or designee, where it is apparent that the enrollment will justify such establishment or increase.
- 11.2.3 Multiple classes shall be computed on the basis of the established single section maximum class size, subject to the following:
- 11.2.3.1 A class scheduled as one and one-half sections must attain eighty (80) percent of its established class size on the census date or it will be reclassified as a single section class.
 - 11.2.3.2 A scheduled double section must attain ninety (90) percent of its established maximum size on the census date to count as a double section. If it does not attain ninety (90) percent, the double section will be reclassified as a one and one-half section. If this reclassified one and one-half section does not attain eighty (80) percent of its established class maximum size, it will be reclassified as a single section.
 - 11.2.3.3 A scheduled triple section must attain ninety (90) percent of its established maximum class size on the census date to count as a triple section. If it does not attain at least ninety (90) percent, the triple section will be reclassified as a two and one-half section. If this reclassified two and one-half section does not attain ninety (90) percent, it will be reclassified as a double

section. If this reclassified double section does not attain ninety (90) percent of its established class maximum size, it will be reclassified as one and one-half section. If this reclassified one and one-half section does not attain eighty (80) percent, it will be reclassified as a single section.

ARTICLE 12

CLASS CANCELLATION

- 12.1 Except by mutual agreement of the Unit Member and the Immediate Management Supervisor, no class listed in Unit Member's staff assignment for any instructional period shall be canceled prior to the fourth calendar day preceding the first scheduled day of instruction for the instructional period.
- 12.2 Except by mutual agreement of the Unit Member and the Immediate Management Supervisor, a scheduled class which has attained at least forty (40) percent of its single-section maximum class size shall not be canceled for lack of enrollment prior to the first scheduled meeting of the class.
- 12.3 During any regular semester/term, where a class has attained sixty (60) percent of its listed maximum single section class size or twenty (20) students, whichever is less, such class shall continue.
- 12.3.1 Where, by the sixth day of instruction for the semester/term, a class has not attained sixty (60) percent of its maximum single-section class size or twenty (20) students, such class shall continue if, in the collaborative judgment of the President or designee, Immediate Management Supervisor and the Unit Member, it is projected that by the last day on which students are permitted to petition classes for the instructional period, the enrollment will be the lesser of sixty (60) percent or twenty (20) students.
- 12.3.2 During any regular semester/term, the District shall maintain registration procedures such that students may petition classes through the fourteenth calendar day of the semester.
- 12.4 During any intersession, where a class has attained sixty (60) percent of its maximum single-section class size or twenty (20) students, whichever is less, such class shall continue.
- 12.4.1 Where, by the first day of instruction for the intersession, a class has not attained sixty (60) percent of its maximum single-section class size or twenty (20) students, such class shall continue if, in the collaborative judgment of the President or designee, Immediate Management Supervisor and the Unit Member, it is projected that by the last day on which students are permitted to petition classes for the intersession period, the enrollment will be the lesser of sixty (60) percent or twenty (20) students.
- 12.4.2 During any intersession, the District shall maintain registration procedures such that students may petition classes through the day immediately preceding the census date for the instructional period.
- 12.5 It is understood that the characteristics of certain classes may require that such classes not be canceled if enrollment falls below the regularly established class minimums. Examples include, but are not limited to, classes which are part of a critical class sequence, lecture classes which are linked with multiple concurrent laboratory classes, and high specialized classes, such as an honors courses, which may have low enrollment.
- 12.6 Except by mutual written agreement of the Unit Member and Immediate Management Supervisor, during any regular semester or term, if any day class assigned as part of a Unit Member's regular contract load falls under the minimum for continuance, a Unit Member shall have the right to preempt assignments fulfilled by part-time faculty assignments and/or full-time faculty overload assignments before the Unit Member is assigned night classes as part of load. Rotation and/or seniority shall not permit a Unit Member whose day class was canceled to assume any day class already assigned to another Unit Member as part of load.
- 12.7 Except by mutual agreement of the Unit Member and the Immediate Management Supervisor, during any intersession, if any class assigned to a Unit Member falls under the minimum for continuance, the Unit Member shall have the right to preempt assignments fulfilled by part-time faculty. Such right of preemption may be exercised through the first day of instruction. Rotation and/or seniority shall not permit a Unit Member whose class was canceled to assume any class already assigned to another Unit Member.

ARTICLE 13

LEAVES OF ABSENCE

13.1 BEREAVEMENT LEAVE

13.1.1 Five (5) days with pay are allowed for absences due to the death of the Unit Member's spouse, parent or child. Five (5) days with pay are allowed due to the death of the parent or child of a Unit Member's spouse. For purposes of bereavement leave, "spouse" includes the domestic partner of a Unit Member as defined by section 297 of the California Family Code.

13.1.2 Time may be taken as provided in section 13.1.3 for absences due to the death of members of the immediate family of the Unit Member or the Unit Member's spouse, interpreted to include the following:

13.1.2.1 Brother or sister of the Unit Member or the Unit Member's spouse;

13.1.2.2 Brother-in-law or sister-in-law of the Unit Member or the Unit Member's spouse;

13.1.2.3 Son-in-law or daughter-in-law of the Unit Member or the Unit Member's spouse;

13.1.2.4 Grandparent or grandchild of the Unit Member or the Unit Member's spouse;

13.1.2.5 Aunt or uncle of the Unit Member or the Unit Member's spouse;

13.1.2.6 Niece or nephew of the Unit Member or the Unit Member's spouse;

13.1.2.7 Any person who has lived in the immediate household of the Unit Member.

13.1.3 Three (3) days with pay are allowed for absences due to the death of immediate family members specified in section 13.1.2 residing in or south of the following counties:

San Luis Obispo	Madera
Fresno	Tulare
Kings	Inyo

Five (5) days with pay are allowed for absences due to the death of immediate family members specified in section 13.1.2 residing out-of-state or residing in or north of the following counties:

Monterey	Mariposa
San Benito	Mono
Merced	

13.1.4 No deduction shall be made from the salary of a Unit Member for authorized bereavement leave, nor shall such leave be deducted from leave otherwise granted under the Education Code, or as provided by the District.

13.1.5 A Unit Member who is absent because of bereavement leave shall certify on a form provided by the District that such absence was due to bereavement as provided herein.

13.2 INDUSTRIAL ILLNESS AND INJURY LEAVE

13.2.1 "Industrial illness or injury" as used in this section is defined as any illness or injury arising directly out of or in the course of the employment with the District that necessitates a Unit Member's absence from work. The determination of whether an illness or injury constitutes an industrial illness or injury shall be made by the District and/or its administrative agency, except when the Department of Industrial Relations determines otherwise.

- 13.2.2 A Unit member shall immediately report any illness or injury arising out of and during the course of employment with the District to the Unit Member's Immediate Management Supervisor or authorized designee, as soon as possible.
- 13.2.3 A Unit Member who becomes disabled due to an industrial illness or injury shall be granted paid industrial illness and injury leave for the period of time the Unit Member is unable to render service to the District, not to exceed sixty (60) working days in any one fiscal year for the same illness or injury, except when any industrial illness or injury occurs at a time when the full sixty (60) days will overlap into the next fiscal year the Unit Member shall be entitled to only that amount remaining at the end of the fiscal year in which the illness or injury occurred, for the same illness or injury.
 - 13.2.3.1 Eligibility for industrial illness and injury leave will continue for only such period as the Unit Member is qualified as temporarily disabled under the Worker's Compensation laws.
 - 13.2.3.2 Industrial illness and injury leave shall not be accumulative from year to year, nor from one illness/injury to another.
 - 13.2.3.3 Industrial illness and injury leave shall be used in lieu of entitlement to any other paid leave for which the Unit Member is eligible.
- 13.2.4 An absence resulting from an industrial illness or injury which has been duly reported by the Unit Member, supported by medical verification and approved by the District and/or its administering agency as qualified for Worker's Compensation is an absence payable under industrial illness and injury leave.
 - 13.2.4.1 During the period of determination by the District and/or its administering agency, the payroll charge for the absence will be made to the Unit Member's sick leave account. If the claim is approved, an adjustment will then be made, restoring to the Unit Member the sick leave previously charged from the first (1st) day of absence and a charge made in lieu thereof to industrial illness and injury leave.
 - 13.2.4.2 In the event the Unit Member does not have sick leave credit, appropriate payroll deductions will be made. If the claim is approved, reimbursement will then be made on the next available payroll.
 - 13.2.4.3 Industrial illness and injury leave will commence on the first (1st) day of authorized absence. The amount of allowable leave shall be reduced by one (1) day for each day of authorized absence regardless of a compensation award made under Worker's Compensation.
 - 13.2.4.4 The District reserves the right to require a Unit Member to furnish proof of cause of absence as certified by a medical doctor.
- 13.2.5 In the event a Unit Member's absence due to industrial illness or injury extends beyond sixty (60) work days, the Unit Member may use accumulated regular sick leave, supplemental sick leave, and other paid leave to which the Unit Member is entitled. If the Unit Member is receiving Worker's Compensation, the use of paid leave shall not, when added to the Worker's Compensation award, cause the Unit Member's compensation to exceed one hundred (100) percent of the Unit Member's regular daily salary. Regular sick leave applied with Worker's Compensation will be prorated.
- 13.2.6 When all industrial illness or injury leave, regular sick leave, and supplemental sick leave benefits have been exhausted the Unit Member is medically unable to resume the duties of the position, the Unit Member may elect to resign, retire, or request a leave of absence without pay.
- 13.2.7 A Unit Member who receives a temporary disability payment for industrial illness or injury under Worker's Compensation shall remit such payment to the District for any period of time that the Unit Member is on any paid disability leave.
- 13.2.8 Any Unit Member receiving benefits pursuant to the provisions of this section shall, during periods of injury or illness, remain within the State of California unless the District authorizes travel outside the State.

13.3 JURY DUTY

Jury duty leave shall be granted by the District pursuant to the provisions of the Education Code. This leave shall be granted with no loss in pay. Unit Members shall reimburse the District for payment received for jury duty in a manner prescribed by the District, and the District shall issue the Unit Member's normal pay check. The Unit Member shall provide verification of the number of days of jury duty.

13.4 LEGISLATIVE LEAVE

13.4.1 A Unit Member who is elected to the State Legislature or the United States Congress shall be granted an unpaid leave of absence.

13.4.2 During the leave of absence, the Unit Member may be employed by the District to perform less than full-time service requiring academic qualifications, for such compensation and upon such terms and conditions, as may be mutually agreed by the Unit Member and the District.

13.4.3 Such absence shall not affect in any way the classification of the Unit Member.

13.4.4 Within six (6) months after the term of office of the Unit Member expires, the Unit Member shall be entitled to return to the position held at the time of election at the salary to which the Unit Member would have been entitled had the Unit Member not been absent from the service of the District under this section.

13.5 SICK LEAVE

13.5.1 Regular Sick Leave

13.5.1.1 Unit Members with contracts of at least 175 days, but fewer than 193 days, who are employed full-time during the academic year, are allowed ten (10) days of regular sick leave credit at full pay. Unit Members with contracts of 193 days, who are employed full-time during the academic year, are allowed eleven (11) days of regular sick leave credit at full pay.

13.5.1.2 Unit Members employed less than full-time or for a portion of the academic year are allowed a pro-rata share of the regular sick leave days as provided in section 13.5.1.1

13.5.1.3 Regular sick leave not used in any academic year shall be accumulated indefinitely.

13.5.2 Supplemental Sick Leave

In addition to regular sick leave as provided in section 13.5.1, Unit Members are allowed noncumulative supplemental sick leave days at half pay during the academic year as follows:

13.5.2.1 Unit Members with sixty (60) or more accumulated regular sick leave days will be granted forty (40) sick leave days at half pay.

13.5.2.2 Unit Members with fifty-nine (59) or fewer accumulated regular sick leave days will be granted enough sick leave days at half pay to equal one hundred (100) days.

13.5.3 Sick Leave For Overload Assignments: During any regular semester/term, in addition to the days specified in section 13.5.1, a Unit Member who is teaching a regular contract workload and, in addition, teaching an overload assignment for extra pay, shall be granted extra sick leave credit for the overload assignment equal to the sick leave credit granted part-time instructors.

13.5.3.1 Such additional sick leave credit shall be accumulated indefinitely and used only for absences in conjunction with overload assignments.

13.5.3.2 Sick leave accumulated under section 13.5.3 shall not accrue toward retirement credit.

- 13.5.4 Sick Leave for Summer Intersession Assignments: A Unit Member shall receive sick leave credit for employment during the summer intersession not to exceed a cumulative total of two (2) days per academic year which will be added to the regular sick leave and allowed to accumulate for future years.
- 13.5.4.1 Sick leave for the summer intersession will be computed by multiplying the intersession assignment FTE by two (2) and rounding the result to the nearest half day.
- 13.5.4.2 In the event that the Unit Member meets no classes on a given day during the summer intersession because of illness, the leave charged shall be one (1) full day. In the event the Unit Member has two (2) or more classes in a given day during the summer intersession and is able to meet at least one (1) but not all because of illness, one-half day leave shall be charged.
- 13.5.5 In the event a Unit Member will be absent from duty due to illness, the Unit Member shall make every effort to notify the Unit Member's Immediate Management Supervisor as soon as possible, but not later than the usual time the Unit Member would be required to report for duty. A Unit Member who is absent because of illness shall be required to certify on a form provided by the District that such absence was due to illness or injury. A Unit Member who is absent because of illness or injury for more than five (5) consecutive working days shall provide the District with a medical statement from a licensed physician establishing the validity of the absence. Such medical statement shall include either (1) a statement concerning the Unit Member's illness or injury to justify the Unit Member's continued absence from work, or (2) a statement concerning the Unit Member's ability to return to the Unit Member's assigned duties following the illness or injury which resulted in the absence which shall be submitted to the Immediate Management Supervisor immediately upon return to services. The District reserves the right to request substantiation of a claim for sick leave days where there is an ongoing pattern of absences and the District has reason to suspect abuse of leave.

13.6 PERSONAL NECESSITY AND FAMILY ILLNESS LEAVE

13.6.1 Personal Necessity Leave

- 13.6.1.1 Each academic year a Unit Member may use up to six (6) days of earned and available regular sick leave for personal necessity leave. The time used shall be deducted from and shall not exceed available regular sick leave to which the Unit Member is entitled. Personal necessity leave may be taken in case of a compelling circumstance which requires the Unit Member's absence from duty and which cannot be attended to outside of duty hours.
- 13.6.1.2 The Unit Member shall make every effort to give advance notice, not later than the usual time the Unit Member would be required to report for duty, of the use of personal necessity leave. If it is reasonable to expect that the Unit Member would know about an absence for personal necessity leave in advance, the Immediate Management Supervisor must be notified in writing at least five (5) duty days prior to the first day of the leave.
- 13.6.1.3 After returning from personal necessity leave, the Unit Member shall complete and submit a form furnished by the District stating that the absence was due to personal necessity as provided in section 13.6.1.1, containing the dates involved and certifying that such absence was not used for any purpose set forth in section 13.6.1.4, below.
- 13.6.1.4 Personal necessity leave may not be used for the following:
- 13.6.1.4.1 pursuit of business, financial or economic interests, including the pursuit of employment outside the District (including self-employment);
 - 13.6.1.4.2 vacation or other recreational pursuits.

13.6.2 Family Illness Leave

- 13.6.2.1 During each calendar year, a Unit Member may use earned and available regular sick leave to attend to the illness of a child, parent, or spouse of the Unit Member. For purposes of

family illness leave, "spouse" includes the domestic partner of a Unit Member as defined by section 297 of the California Family Code.

- 13.6.2.1.1 Unit Members with contracts of at least 175 days, but fewer than 193 days, are allowed five (5) days of family illness leave per calendar year.
- 13.6.2.1.2 Unit Members with contracts of 193 days are allowed five and one-half (5.5) days of family illness leave per calendar year.
- 13.6.2.2 Unit Members employed less than full-time or for a portion of the calendar year are allowed a pro-rata share of the family illness leave per calendar year.
- 13.6.2.3 In the event a Unit Member will be absent from duty due to illness of a family member, the Unit Member shall make every effort to notify the Unit Member's Immediate Management Supervisor as soon as possible, but not later than the usual time the Unit Member would be required to report for duty. After returning from family illness leave, the Unit Member shall complete and submit a form furnished by the District certifying that such absence was due to the illness of a child, parent, or spouse of the Unit Member. A Unit Member who is absent on family illness leave for five (5) consecutive working days or more shall provide the District with a medical statement signed by a licensed physician verifying the family member's illness.

13.7 PERSONAL OR PROFESSIONAL LEAVE

- 13.7.1 A Unit Member may be granted an unpaid leave of absence for personal or professional reasons. Such leaves of absence may be for professional or personal matters for which there is no other leave provision or for which other leave provisions have been exhausted. Such unpaid leaves may include, but are not limited to, leaves for personal health, family concerns, professional development, and other personal or professional needs. As such leaves are unpaid, if denied, the District must show reason that such leave will threaten serious detriment to, or termination of, campus programs.
 - 13.7.1.1 Unpaid leaves of absence are available for one (1) semester or for one (1) school year. Emergency unpaid leaves of absence may be granted for other periods of time.
 - 13.7.1.2 Requests for consideration for unpaid leaves are to be submitted to the Immediate Management Supervisor not less than one (1) month prior to the requested effective date of the beginning of the unpaid leave of absence. Leaves may be considered that are submitted in lesser periods of lead time should compelling reasons be evidenced for which the recipient would have been reasonably unaware at an earlier date.
 - 13.7.1.3 The Immediate Management Supervisor, within five (5) days of application, shall make a recommendation to the President or designee for approval or denial of the unpaid leave of absence request and shall notify the Unit Member of the recommendation. The President or designee shall, within five (5) days of receipt of the Immediate Management Supervisor's recommendation, approve or deny the request for unpaid leave of absence. Approval by the President or designee shall be final if in favor of the applicant. Should the leave request be denied, the decision may be appealed in the following manner.
 - 13.7.1.3.1 Within five (5) days of denial, the applicant may request that a committee of three (3) members be selected to review the request for the unpaid leave, selected as follows:
 - 13.7.1.3.1.1 one Unit Member will be selected to serve by the individual requesting the leave;
 - 13.7.1.3.1.2 one administrative member will be selected by the Immediate Management Supervisor;
 - 13.7.1.3.1.3 one member will be appointed by the appropriate Academic Senate President.

- 13.7.1.3.2 The three (3) member committee shall, within ten (10) days after convening, forward to the President a recommendation to grant or deny the request for an unpaid leave.
- 13.7.1.3.3 The President, after due consideration of the committee's recommendation, shall render a decision. If the leave is denied, it shall not be for arbitrary or capricious reasons. The candidate shall be notified of the decision of the President within ten (10) days from the date the appeals committee renders its recommendation to the President.

13.8 MATERNITY, PATERNITY, ADOPTION, AND CHILD REARING LEAVE

13.8.1 Maternity Leave

- 13.8.1.1 A maternity leave of absence shall be granted to a Unit Member upon the receipt of a signed statement from a licensed physician verifying the Unit Member's pregnancy, indicating the date the leave is to begin and the period of time the leave shall take as determined by the Unit Member and physician. The request for leave and physician's statement shall be submitted through established channels and reach the Vice Chancellor of Human Resources, or designee, at least one (1) month prior to the beginning date for the maternity leave. The Unit Member may elect to take such leave on an unpaid basis or utilize sick leave benefits in accordance with the sick leave provision as outlined in 13.5.
- 13.8.1.2 In addition to leave granted under 13.8.1.1, disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom are eligible for sick leave benefits in accordance with the sick leave provisions of section 13.5 for the period of time the employee is unable to work as certified by a licensed physician.

13.8.2 Paternity Leave

A paternity leave of absence, without pay, may be granted for a period not to exceed one (1) year. The request for such leave shall be submitted through established channels and reach the Vice Chancellor of Human Resources at least one (1) month prior to the date the leave is to commence.

A Unit Member may use up to thirty (30) work days of earned and accrued sick leave within one year of their child's birth. All absences will be deducted in full day increments. Verification of eligibility must be submitted to Human Resources by providing proof of birth.

13.8.3 Adoption Leave

An adoption leave of absence, without pay, may be granted upon receipt of evidence of adoption, for a period not to exceed one (1) semester. The request for such leave shall be submitted through established channels and reach the Vice Chancellor of Human Resources at least one (1) month prior to the date the leave is to commence.

A Unit Member may use up to thirty (30) work days of earned and accrued sick leave within the first year of legally adopting a child. All absences will be deducted in full day increments.

13.8.4 Child Rearing Leave

A child rearing leave of absence, without pay, may be granted for a period not to exceed one (1) year. The request for such leave shall be submitted through established channels and reach the Vice Chancellor of Human Resources at least one (1) month prior to the date the leave is to commence. An additional year may be granted with the mutual agreement of the Unit Member and the Immediate Management Supervisor.

13.9 FAMILY MEDICAL LEAVE (FMLA/CFRA)

- 13.9.1 A Unit Member who has been employed by the District for more than one year shall be granted not more

than twelve (12) weeks of unpaid family medical leave within a twelve (12) month period for the following reasons:

- 13.9.1.1 the birth of a child or to care for a newborn child of the Unit Member;
- 13.9.1.2 the placement of a child with the Unit Member in connection with the adoption or foster care of a child;
- 13.9.1.3 to care for a child, parent or spouse who has a serious health condition; or
- 13.9.1.4 because of the Unit Member's own serious health condition that makes the Unit Member unable to perform the essential functions of the Unit Member's position.

13.9.2 For purposes of family medical leave, "spouse" includes the domestic partner of a Unit Member as defined by section 297 of the California Family Code.

13.9.3 The Unit Member's health premium will be maintained by the District during approved family medical leave. If the Unit Member fails to return to work at the expiration of the family medical leave, the Unit Member shall reimburse the District for all health benefits paid during the family medical leave.

13.9.4 If the Unit Member's need for family medical leave is foreseeable, the Unit Member must provide the District with reasonable advance notice.

13.9.5 A request for family medical leave for the Unit Member's serious health condition, or for family medical leave to care for a child, spouse, or parent, who has a serious health condition, must be supported by a certification of the health care provider of the individual requiring the care.

13.9.6 Applicable unused paid leave benefits must be applied to family medical leave time before time off without pay.

13.9.7 In any case where Unit Members who are spouses are entitled to family medical leave, the aggregate number of weeks of leave to which both may be entitled may be limited to twelve (12) weeks, if leave is taken for the birth or placement for adoption or foster care of the Unit Member's child.

13.9.8 Rights and obligations which are not specifically set forth or defined herein are contained in the U.S. Department of Labor regulations implementing the Federal Family and Medical Leave Act (FMLA) and the California Fair Employment and Housing Commission regulations implementing the California Family Rights Act (CFRA).

13.9.9 Except as otherwise provided by the specific terms of this Agreement, the District shall have and retain the right and authority to administer such leaves consistent with law, including the adoption of policies and procedures in furtherance thereof.

13.10 MILITARY LEAVE

Unit Members may be eligible for a leave of absence, for up to thirty (30) work days with pay, for qualifying, short term military duty as required by national Guard of Reserve Units, and for extended leave, may take leave of absence without pay as defined in the Military and Veterans Code. Verification of eligibility must be submitted to Human Resources by providing military deployment orders, training orders, or other military document(s) ordering the Unit Member to report for duty.

13.11 CONDITIONS OF PAID AND UNPAID LEAVE

13.11.1 Unless specifically provided for elsewhere in this Agreement, a Unit Member on a paid leave of absence shall be entitled to return to a position in a class of employment within the bargaining unit for which the Unit Member is qualified; to receive credit for annual salary increments provided during the leave; and to receive, during the leave, all other fringe benefits, including, but not limited to, insurance and retirement benefits to the extent not prohibited by law.

13.11.2 A Unit Member on unpaid leave of absence shall be entitled to return to a position in a class of employment within the bargaining unit for which the Unit Member is qualified. During the unpaid leave of absence, the Unit Member shall have the right to contribute to and maintain insurance plans.

13.11.3 If a change is proposed from the position held prior to going on leave, the returning Unit Member is entitled to the same notice and opportunity to receive, upon request, the same review as would be afforded any Unit Member.

ARTICLE 14

SABBATICAL LEAVES

14.1 PURPOSE OF SABBATICAL LEAVE

The purpose of sabbatical leaves is to provide Unit Members with the opportunity to pursue educational activities which will enhance their professional growth and enrichment and contribute to the improvement of the instructional services and programs of the District. Sabbatical leaves may be granted for one of, or a combination of, the following activities:

14.1.1 Education Advancement

14.1.1.1 Educational advancement sabbaticals are intended to allow Unit Members to pursue either continuing education in a discipline in which the Unit Member is currently performing service, or to pursue education in another discipline to gain knowledge and skills that will benefit the Unit Member and the District.

14.1.1.2 Educational advancement is the upgrading and/or acquisition of knowledge and skills through academic or vocational preparation, defined as follows:

14.1.1.2.1 *Academic Preparation* involves formal classroom instruction, internship, or other formal preparatory methods.

14.1.1.2.2 *Vocational Preparation* involves occupational training, programs, seminars, internship, reentry occupational employment, or other appropriate educational pursuits.

14.1.1.3 A proposal for an education advancement sabbatical must provide for a full program of instructional work.

14.1.2 Research

14.1.2.1 Research sabbaticals are intended to allow Unit Members the opportunity to pursue research in the discipline in which the Unit Member is currently performing service within the District, or for the purpose of advancing or exploring matters pertaining to instructional or institutional development.

14.1.2.2 A proposal for a research sabbatical must provide for a program of research activities equivalent in time to that of a full-time study program. The research sabbatical must result in a formal presentation of the research.

14.1.3 Travel Study

14.1.3.1 Travel study sabbaticals are intended to allow Unit Members the opportunity to gain access to information, people, experiences, and materials which will benefit the Unit Member, students, and the District.

14.1.3.2 A proposal for a travel study sabbatical must provide for a program of activities which devotes the majority of the time during the sabbatical leave to specific travel study visits. The proposal must include a detailed itinerary which specifies all of the following:

14.1.3.2.1 the places to be visited;

14.1.3.2.2 the approximate dates of arrival and departure for each visit;

14.1.3.2.3 the specific reasons for travel to each location.

14.1.3.3 The travel study sabbatical must result in a formal presentation of the observations and findings.

14.2 LENGTH OF SABBATICAL LEAVE

14.2.1 A sabbatical leave may be granted for the following terms:

14.2.1.1 One semester only; or

14.2.1.2 One full academic year; or

14.2.1.3 Two semesters, with one semester of leave in each of two consecutive academic years.

14.2.2 A sabbatical leave may not be granted for a period of time less than one semester.

14.2.3 For purposes of this Article, where a Unit Member's contract exceeds 175 days, a "semester" shall be defined as one-half the number of days comprising the Unit Member's annual contract.

14.3 ELIBIBILITY FOR SABBATICLA LEAVE

14.3.1 A Unit Member who has been employed in the District of the previous six (6) complete consecutive years and who has not been granted a sabbatical leave during those six (6) years is eligible for a sabbatical leave.

14.3.2 For purposes of counting toward the six-year requirement, "complete academic year" means a year in which the Unit Member has served in paid status for at least seventy-five percent (75%) of the Unit Member's contractual number of days for the academic year.

14.4 ALLOCATION OF SABBATICAL LEAVES

14.4.1 Applications for sabbatical leaves shall be reviewed and evaluated for merit by the Professional Growth and Development Committee, which will forward its recommendations to the Board of Trustees.

14.4.2 The Board of Trustees shall grant sabbaticals each year in such number as may be awarded by the Professional Growth and Development Committee, up to five (5) percent of the Unit Members eligible to apply. During any fiscal year that requires a District-wide budget reduction, the number of sabbaticals shall be reduced by the same percent that the District's budget is reduced.

14.5 PROCEDURES FOR SELECTION AND NOTIFICATION

14.5.1 Criteria for the granting of sabbatical leaves will be governed by the relative merit of reasons for desiring leave as specified in the guidelines published and distributed by the Professional Growth and Development Committee. Sabbaticals will be granted on the merit of the proposal, not the category of activity or the term of the proposed leave.

14.5.2 An applicant for sabbatical leave shall submit the original of his /her application to the President or designee and a copy of his/her application to the Immediate Management Supervisor not later than the first day of November. The original application will be forwarded with the recommendation of the President or designee to the District Office of Human Resources not later than the first day of the December.

14.5.3 Sabbatical leave applications shall be reviewed by the Professional Growth and Development Committee. Applications recommended by the committee will be forwarded to the Chancellor and to the Board of Trustees.

14.5.4 Applicants whose applications are forwarded shall be notified in writing after the second Board meeting in March of the approval or disapproval by the Board.

14.5.5 A Unit Member who is granted a sabbatical leave will furnish the Board of Trustees with an acceptable bond indemnifying the District against loss in the event that the Unit Member fails to render service in the District equal to twice the length of the sabbatical leave after return from the sabbatical leave.

14.5.5.1 The sabbatical bond must be received in the District Office of Human Resources not later than July 31 of the academic year in which the sabbatical leave is to commence, as a condition of the sabbatical leave. If the bond is not furnished by that date, the grantee will automatically make a one-time only move into the next year's allocation. If the sabbatical bond is not received in the District Office of Human Resources by July 31 of the next year, the sabbatical leave will be cancelled and thereafter, the Unit Member must reapply and be considered with all other applicants.

14.5.5.2 After return from the sabbatical leave and completion of service in the District equal to twice the length of the sabbatical leave, the District will reimburse the Unit Member for fifty percent (50%) of the cost of the sabbatical bond, provided the Unit Member has submitted a timely written report of sabbatical activities in compliance with the requirements of section 14.8 of this Article. Failure of the Unit Member to comply with the above-referenced conditions shall render the Unit Member ineligible for reimbursement.

14.5.6 The fact that a Unit Member has additional compensation in the form of a public or private grant, scholarship, fellowship, or assistantship should in no way prejudice the consideration of an application for a sabbatical leave.

14.6 COMPENSATION

14.6.1 A Unit Member granted a sabbatical leave for one full academic year or for two semesters with one semester of leave in each of two consecutive academic years shall receive sixty-six (66) percent of regular salary for each semester of the sabbatical leave.

14.6.2 A Unit Member granted a sabbatical leave for one (1) semester shall receive one hundred (100) percent of regular salary for the semester of the sabbatical leave.

14.6.3 The Unit Member shall progress on the salary schedule (i.e., receive a step increment) in the same manner as if the Unit Member had remained in regular status.

14.6.4 The District-provided employee medical and fringe benefits will continue during the sabbatical leave in the same manner and amount as if the Unit Member had remained in regular status.

14.7 CHANGES IN SABBATICAL PLANS

14.7.1 In the event that a Unit Member is unable to take a sabbatical in the school year for which it is granted, upon written request to the Professional Growth and Development Committee, the grantee will automatically make a one-time only move into the next year's allocation. Thereafter, the Unit Member must reapply and be considered with all other applicants.

14.7.2 If the sabbatical is interrupted because of serious illness or accident, this shall not be considered a failure to fulfill the conditions upon which the leave is granted. It shall not affect the amount of compensation to be paid to the Unit Member, provided the District shall have been promptly advised of such accident or illness. Notification, with proper documentation, shall be made by registered letter within fifteen (15) days of the time of the accident or illness to the Vice Chancellor of Human Resources unless prevented by extenuating circumstances.

14.8 REPORT ON ACTIVITIES

14.8.1 Sabbatical recipients shall submit a written report of sabbatical activities to the President and the Vice Chancellor of Human Resources within sixty (60) calendar days of the first duty day of the semester in which the recipient returns to regular duty.

14.8.2 The report shall provide a description of the major activities undertaken during the sabbatical leave and transcripts of all college/university work completed. In addition, the report will include an appraisal of the sabbatical activities in terms of professional growth and the manner in which such experience or knowledge may be used for the benefit of the students and the District.

14.9 RETIREMENT SERVICE CREDIT

14.9.1 Due to the reduced salary, recipients of a one-year (or two semester) sabbatical leave will not receive a full year of STRS/PERS retirement service credit for the academic year(s) in which the sabbatical is taken. Sabbatical recipients may purchase the "lost" service credit after completion of the sabbatical leave by paying the required contribution to the retirement system. The district will pay the employer portion of the required contribution, subject to the following:

14.9.1.1 Within six (6) months of completion of the sabbatical leave, the Unit Member must notify the District Office of Human Resources in writing of the Unit Member's intent to purchase the service credit to the appropriate retirement system.

14.9.1.2 An invoice from the appropriate retirement system must be submitted to the District Office of Human Resources not later than June 30 of the academic year following the academic year in which the sabbatical was completed.

14.9.1.3 If the above requirements are not met, the entire cost of purchasing the service credit must be borne by the Unit Member.

14.10 RIGHT OF ASSIGNMENT UPON RETURN FROM SABBATICAL LEAVE

Upon return from sabbatical, the Unit Member's right of assignment shall be the same as if the Unit Member had not been on sabbatical.

14.11 ASSIGNMENT DURING SABBATICAL LEAVE

Unit Members shall not maintain, while on sabbatical leave, assignments or responsibilities within the District for which the Unit Member would otherwise receive reassigned time.

ARTICLE 15

TRANSFERS

15.1 INVOLUNTARY TRANSFER

15.1.1 All Unit Members contracts are District contracts. Every reasonable effort shall be made to keep Unit Members in the division at the college were they were selected. However, under emergency or overstaffing circumstances, Unit Members may be transferred from one campus to the other or to another division at the same campus within the following District guidelines.

15.1.2 Where a transfer is necessary, the President or designee and Immediate Management Supervisors of the affected divisions shall inform the divisions at the earliest opportunity if an involuntary transfer due to emergency or overstaffing is to occur. Notification shall be in writing, signed by the President or designee and the Immediate Management Supervisors, and dated. The notification is to be forwarded to the District Office of Human Resources and the Association.

15.1.3 Where a transfer is to be made on the basis of over-staffing, a base allocation of FTE and part-time units shall be made by the Immediate Management Supervisor for the overstaffed division. This base allocation shall be included on the report to be forwarded to the District Office of Human Resources and the Association.

15.1.4 Conditions of Transfer

15.1.4.1 A Unit Member may be involuntarily transferred only to a discipline/subject area for which the Unit Member is minimally qualified subject to the provisions of Article 26 of this Agreement. Every effort shall be made to make assignments compatible with the Unit Member's primary field of expertise.

15.1.4.2 In no case shall any involuntary transfer be punitive or disciplinary in nature.

15.1.4.3 Except by mutual written agreement, no Unit Member shall be involuntarily transferred to another campus/worksite if the Unit Member has been involuntarily transferred in the previous two (2) years.

15.1.4.4 Except by mutual written agreement, no Unit Member will be transferred to a position which results in the Unit Member fulfilling duties at more than one (1) campus on any one (1) day.

15.1.4.5 At the time the division is notified of the need for an involuntary transfer, the Immediate Management Supervisor will ask if any permanent Unit Member wishes to assume the involuntary transfer. This does not make the transfer voluntary. If no Unit Member is willing to assume the assignment, the transfer will be made based on seniority, following a "last-hired – first transferred" procedure.

15.1.4.6 When faculty schedule preference sheets are due or by the fourth week of the semester, whichever is earlier, the Immediate Management Supervisor shall inform the Unit Member who is to be involuntarily transferred.

15.1.5 Return Rights

15.1.5.1 If a retirement or resignation results in a full-time opening in the division from which a Unit Member was involuntarily transferred, the involuntarily transferred Unit Member shall have the right to return.

15.1.5.2 If the division from which a Unit Member was involuntarily transferred accumulates fifteen (15) units above the base allocation for two (2) consecutive semesters, exclusive of leaves, the involuntarily transferred Unit Member shall have the right to return.

- 15.1.5.3 Where the provisions of section 15.5.1 or section 15.5.2 apply, the involuntarily transferred Unit Member shall be notified in writing not later than the fourth week of the semester by the President or designee and the Immediate Management Supervisor from the original worksite that he/she has the right to transfer back. If the Unit Member declines in writing or does not respond within thirty (30) calendar days, the Unit Member forfeits the right to return under this Article.
- 15.1.5.4 Upon return to the original worksite, scheduling shall be at the discretion of the Immediate Management Supervisor with respect to the returning Unit Member for the first semester. After that time the returning Unit Member will be granted all seniority rights, including time spent at the other worksite, for scheduling and other purposes.

15.2 VOLUNTARY TRANSFER

- 15.2.1 A tenured Unit Member may request a voluntary transfer to another campus or to another division at the same campus. The request must be submitted in writing to the president of the campus to which the Unit Member is currently assigned. The request shall indicate the campus, division and department to which the Unit Member wishes to transfer.
- 15.2.2 Within thirty (30) working days or receipt of the Unit Member's request for transfer, the Vice Chancellor of Human Resources will provide a written response.
 - 15.2.2.1 If the request to transfer is deemed feasible pursuant to section 15.2.3, the response will indicate the date, as determined by the District, on which the transfer may become effective if the request is subsequently approved pursuant to section 15.2.5.
 - 15.2.2.2 If the request is denied, the response will cite the applicable subsection(s) under section 15.2.3. The District shall have no obligation to provide further explanation for the decision.
- 15.2.3 The Vice Chancellor of Human Resources, in consultation with the campus president(s), may deny the request based on an evaluation of the feasibility of the proposed transfer in consideration of the following:
 - 15.2.3.1 the impact on the department to which the Unit Member is currently assigned;
 - 15.2.3.2 the needs of the department to which the Unit Member wishes to transfer, including the ability to configure a full-time assignment and the Unit Member's qualifications.
 - 15.2.3.3 budgetary, position control and other relevant administrative considerations.
- 15.2.4 If the request for transfer is denied pursuant to the provisions of section 15.2.3, the decision shall be final. However, denial of a request for transfer shall not prevent a Unit Member from applying for an advertised position.
- 15.2.5 if the request for transfer is deemed feasible pursuant to the provisions of section 15.2.3, then:
 - 15.2.5.1 The Unit Member requesting the transfer will submit a letter of interest and a resume, and any other material the Unit Member deems relevant, to the dean of the division to which the Unit Member wishes to transfer.
 - 15.2.5.2 The dean of the division to which the Unit Member wishes to transfer shall convene a committee consisting of the following:
 - 15.2.5.2.1 three (3) tenured Unit Members selected by the department. Where a department does not consist of at least two (2) Unit Members, the selection of committee members pursuant to this section shall be determined by mutual agreement of the department and the dean.

15.2.5.2.2 the campus president or designee.

15.2.5.2.3 the division dean.

15.2.5.3 The committee shall review the letter of interest; resume and other documentation submitted by the Unit Member and may request additional materials. The committee will then conduct an interview of the Unit Member requesting the transfer. Prior to conducting the interview, the committee will submit a list of interview questions to the District Office of Human Resources for review.

15.2.5.4 A majority vote of the committee will determine the outcome. The decision of the committee shall be final.

15.2.6 A decision pursuant to section 15.2.4 or section 15.2.5.4 shall not be subject to appeal or grievance. In the event of a grievance action alleging a procedural violation of these provisions, the sole remedy to which a grievant may be entitled shall be a re-initiation of the process at the point where the procedural violation occurred. In the event of arbitration, the arbitrator may determine the procedural step at which the process shall be reinitiated, but shall be without power to grant a transfer.

15.2.7 A Unit Member may not submit a request for voluntary transfer more often than once in any academic year. Where a request for transfer is denied by campus committee pursuant to section 15.2.5.4, the Unit Member may not resubmit a request for voluntary transfer to the same department within the next three (3) academic years.

15.2.8 Any transfer of a Unit member pursuant to these provisions shall be permanent. Upon reassignment, the Unit Member shall forfeit any rights to the Unit Member's previous position.

15.2.9 The provisions of this article shall not apply to any request by a Unit Member for an alternative assignment within the division to which the Unit Member is currently assigned and shall not infringe upon managerial prerogative to make assignments within a division or area.

ARTICLE 16

DELINEATION OF DEPARTMENTS/DEPARTMENT COORDINATOR

16.1 GENERAL PROVISIONS

It is the intent of this Article that the department coordinator, as the designated representative of the department faculty, shall owe a good faith duty to advocate for and in behalf of the interests of the department faculty, and to facilitate full and equitable involvement of department members in the affairs of the department.

16.2 DELINEATION OF DEPARTMENTS

16.2.1 The faculty of any division may elect to establish departments within the division. Departments may be established on the basis of a discipline or service, group of related disciplines and/or services, program or other reasonable basis.

16.2.2 Where the faculty of a division have not previously elected to establish departments, upon receipt of a petition to consider the establishment of departments, signed by a simple majority of the division faculty, the Immediate Management Supervisor of the department/division shall schedule a meeting of the division faculty for that purpose.

16.2.3 Where the faculty of a division have elected to establish departments within the division, the established departmental structure of the division shall continue from year-to-year. Upon receipt of a petition for reconsideration of the departmental structure of the division, signed by a simple majority of the division faculty, the Immediate Management Supervisor of the department/division shall schedule a meeting of the division faculty for that purpose by the end of the semester in which the petition is received, provided the petition is submitted not later than sixty (60) calendar days prior to the last day of the semester; otherwise, the meeting will be conducted in the next semester.

16.2.4 When a meeting is scheduled for purposes of considering the departmental structure of the division as provided in Section 16.2.2 or Section 16.2.3, the Immediate Management Supervisor of the department/division shall entertain motions for proposals, which shall be voted upon by the division faculty in attendance at the meeting. Adoption of any motion shall be by a simple majority vote.

16.2.4.1 Except for compelling reasons, the dean of the division shall normally accept and implement the proposals adopted by the division faculty.

16.2.4.2 Where the dean of the division does not agree with an adopted proposal, the division faculty may appoint a committee of three (3) full-time division faculty members to resolve the differences with the dean.

16.2.5 Notwithstanding any other provision of this Article, the District may establish or delineate departments in such manner as may be required for compliance with the provisions of an accrediting body or agency.

16.3 DEPARTMENT COORDINATOR

16.3.1 Selection of Department Coordinator

16.3.1.1 The faculty of a department established in accordance with the provisions of section 16.2, et seq., may elect a department faculty member to act as department coordinator.

16.3.1.2 Where the faculty of a department have not previously elected a department coordinator, or where an election for a department coordinator has resulted in a decision not to have a department coordinator as provided in section 16.3.3.2.1 or section 16.3.3.2.2 of this Article, upon receipt of a petition requesting an election, signed by a simple majority of the department faculty, during the semester in which the petition is received, provided the petition is submitted not later than sixty (60) calendar days prior to the last day of the semester; otherwise, the election will be conducted in the next semester.

16.3.2 Department Coordinator Qualifications

- 16.3.2.1 A person who serves as a department coordinator shall be a tenured Unit Member who is regularly assigned the highest percentage of his/her regular contract workload within the department, and shall possess such qualification as may be required by any accrediting body or agency to which the department is subject. Overload assignments are not a factor in determining the highest percentage of load.
- 16.3.2.2 Where a department exists that has no tenured faculty or the tenured faculty are unable or unwilling to serve, a non-tenured Unit Member may be elected to the department coordinator position, provided that the Unit Member has completed the second year of probationary service and has received a CATEGORY A contract placement for the most recent evaluation.

16.3.3 Department Coordinator Qualifications

- 16.3.3.1 The dean of the division shall solicit written nominations for the position of department coordinator from the department faculty and prepare an electronic ballot therefrom. A nomination will not be valid unless it is signed by the nominee as an indication that the nominee is willing to serve if elected. The ballot, with any statements submitted by the nominees, shall be delivered by e-mail to the official campus e-mail addresses of the Unit Members eligible to vote. Eligible Unit Members shall have fourteen (14) calendar days from the date the ballot is delivered to submit their votes by e-mail to the dean of the division.
- 16.3.3.2 The election shall be determined on the basis of a plurality of the votes submitted. The votes shall be counted by a committee consisting of the dean and two Unit Members selected by the department.
 - 16.3.3.2.1 In the event there are no nominees who are both qualified, as provided in section 16.3.2, and willing to serve, this shall be construed as a decision not to elect a department coordinator.
 - 16.3.3.2.2 In the event only one (1) candidate appears on the ballot and the candidate does not receive at least fifty (50) percent of the votes cast, such vote shall be construed as a decision not to elect a department coordinator.
- 16.3.3.3 Only Unit Members assigned the highest percentage of their regular contract workload within the department during the semester in which the election is conducted are eligible to vote. Unit Members who are on a leave of absence during the semester in which the election is conducted are eligible to vote.
- 16.3.3.4 In the event of a tie vote, the candidate who has served least recently as department coordinator shall be accorded the position; if none has previously served as department coordinator, the candidate with the most seniority shall be accorded the position.
- 16.3.3.5 Where an election results in a decision not to have a department coordinator as provided in sections 16.3.3.2.1 and 16.3.3.2.2, such decision shall continue from semester-to-semester. Upon receipt of a petition requesting an election for the position of department coordinator, signed by a simple majority of the department faculty, the dean of the division shall conduct and election for that purpose. The election will be conducted during the semester in which the petition is received, provided the petition is submitted not later than sixty (60) calendar days prior to the last day of the semester; otherwise, the election will be conducted in the next semester.

16.3.4 Term of Service of Department Coordinator

- 16.3.4.1 The length of service for a department coordinator shall be three (3) years. The term of service commences with the next regular semester immediately following the election. Service shall be limited to two (2) consecutive terms, except in the case where no other qualified faculty member is willing to serve.

- 16.3.4.2 During the final semester of the term of a department coordinator, the dean of the division shall conduct an election for department coordinator in accordance with the provisions of section 16.3.3 of this Article.
- 16.3.4.3 A department coordinator's term of service shall terminate in the event of any of the following:
 - 16.3.4.3.1 the department coordinator is recalled in accordance with the provisions of section 16.3.5.1;
 - 16.3.4.3.2 the department coordinator resigns from the position;
 - 16.3.4.3.3 a new election is initiated by the division dean in accordance with the provisions of the section 16.3.5.2
 - 16.3.4.3.4 the department coordinator goes on leave, except where the leave does not exceed one (1) semester and the unexpired term remaining at the conclusion of such leave is at least one (1) year, in which case, the department faculty may, select a member of the department faculty to serve during the interim. Absent agreement of at least fifty (50) percent of the department faculty, the dean of the division may make an appointment.

In the event the term of service of a department coordinator is terminated as provided above, the dean of the division shall conduct an election for department coordinator in accordance with the provisions of section 16.3.3 of this Article.

16.3.5 Recall of Department Coordinator

- 16.3.5.1 An election to recall a department coordinator may be initiated during a semester upon submission to the decision dean of a petition for recall signed by a simple majority of the department faculty. Provided the petition is submitted not later than sixty (60) calendar days prior to the last day of the semester, within fourteen (14) calendar days of receipt of the petition, the division dean shall conduct an election; otherwise, the election will be conducted in the next semester. A simple majority vote of the department faculty shall be required to effect a recall.
- 16.3.5.2 If the dean of the division determines that the department coordinator is not satisfactorily performing the agreed upon duties, the dean may initiate the process for election of a department coordinator in accordance with the provisions of section 16.3.3 of this Article.
- 16.3.5.3 A department coordinator who is recalled shall not be eligible for the election immediately following the recall.

16.3.6 Duties of Department Coordinator

- 16.3.6.1 In advance of the selection process, the duties of the department coordinator shall be determined by agreement of the dean of the division and at least fifty (50) percent of the department faculty. The duties shall be specified in writing and signed by at least fifty (50) percent of the department faculty. A copy of the agreed upon duties shall be retained by the District and shall be available to the Association upon request. The duties may include, but are not necessarily required to include, or be limited to, the following:
 - 16.3.6.1.1 serve as liaison between the department faculty, other departments, and the dean of the division in communicating and coordinating the affairs of the department;
 - 16.3.6.1.2 schedule and chair department meetings; coordinate the preparation of meeting agendas and minutes; represent the department at divisional department coordinator meetings;

- 16.3.6.1.3 coordinate department curriculum development and program review;
- 16.3.6.1.4 coordinate the department schedule of classes;
- 16.3.6.1.5 participate in the recruitment and selection of adjunct faculty;
- 16.3.6.1.6 coordinate faculty staffing and propose staffing assignment recommendations to the dean of the division;
- 16.3.6.1.7 coordinate the departmental budget and propose budget recommendations to the dean of the division;
- 16.3.6.1.8 coordinate the process for evaluation of adjunct faculty and participate in the evaluation of adjunct faculty;
- 16.3.6.1.9 hold regularly scheduled hours on campus for activities pertinent to the department coordinator assignment. The number of scheduled hours will be determined in advance of the selection process as provided above.

16.3.6.2 The duties of the department coordinator may be modified at any time during the term of the department coordinator by agreement of the dean of the division, the department coordinator, and at least fifty (50) percent of the department faculty. Any modification of the duties shall be specified in writing and signed by at least fifty (50) percent of the department faculty. A copy of the agreed upon duties shall be retained by the District and shall be available to the Association upon request.

16.3.6.3 No other faculty member shall be elected or appointed, by any title or designation, in such manner as to preempt, nullify or set aside the prerogatives of the duly-designated department coordinator.

16.3.7 Reassigned Time for Department Coordinator

16.3.7.1 Reassigned time to be accorded the department coordinator position, if available, shall be determined by the District in advance of the election process.

16.3.7.2 Reassigned time shall be the sole compensation for service as a department coordinator. Except for reassigned time, no form of extra remuneration or benefit shall accrue for service as a department coordinator.

16.4 MISCELLANEOUS PROVISIONS

16.4.1 Where the provisions of any accrediting body or agency to which a department is subject require a coordinating position within the department and the duties of that position are customarily performed or have been performed, on the basis of past practice, by a faculty member, that position shall constitute the department coordinator position. For purposes of this Article, titles or designations used by accrediting bodies or agencies with respect to the position, or as utilized by custom or on the basis of past practice, such as "chair," "director," or "program director," "program administrator," or other similar titles or designations shall be deemed synonymous with "department coordinator." In such case, the duties of the department coordinator shall include the responsibilities that may be prescribed by the accrediting body or agency.

16.4.2 In the event the duties of a coordinating position within a department as required by the provisions of any accrediting body or agency to which a department is subject are assigned to, and being performed by, an administrative employee who has the sole and specific responsibility for those duties, a Unit Member may be elected as department coordinator to perform other coordinative duties as provided in this Article.

16.4.3 All elections as provided in this Article shall be conducted during a regular semester. A majority of any

department faculty may request that a United Faculty Grievance Representative conduct any election referred to in this Article.

- 16.4.4 A decision not to have a department coordinator, as provided in sections 16.3.3.2.1 and 16.3.3.2.2, shall not preclude a Unit Member of the department from performing departmental duties as agreed in writing between the dean and the Unit Member. A copy of the agreement will be provided to the Unit Member. However, in the event the department subsequently elects a department coordinator and the duties of the department coordinator, as determined in accordance with the provisions of section 16.3.6.1 of this Article, conflict with departmental duties being performed by agreement between the Dean and another faculty member, the agreement reached between the Dean and the faculty member regarding the performance of the conflicting duties shall become void when the department coordinator assumes office.

ARTICLE 17

EVALUATION OF PROBATIONARY (CONTRACT) TENURE-TRACK UNIT MEMBERS (TENURE REVIEW)

17.1 PURPOSE OF EVALUATION

- 17.1.1 The purpose of the program of evaluation is to provide the Probationary Unit Member the opportunity to demonstrate that he or she meets the standards required for retention and tenure. During the probationary period, a review of the Probationary Unit Member's performance will be conducted, culminating in a recommendation to the Board of Trustees to (a) enter into a contract for the following academic year(s); or (b) not enter into a contract for the following academic year(s). In making any decision relating to the employment of a Probationary Unit Member, the Board of Trustees shall rely primarily upon the advice and judgment of the Tenure Review Committee. Where the Board adopts an alternative course of action, the reasons therefore shall be set forth in writing to the Tenure Review Committee.
- 17.1.2 It is the intent of the parties that evaluations are to be conducted in a supportive and collegial manner. While suggestions may be offered as to the manner in which improvement may be made, neither the District nor its agents assume responsibility for bringing about improvement, and compliance with evaluative recommendations or correction of cited deficiencies shall not guarantee retention or tenure.

17.2 TENURE-TRACK CLASSIFICATION AND REQUIREMENTS FOR TENURE

- 17.2.1 For purposes of this Article, the effective date of classification of any Probationary Unit Member, and the four-year probationary period, shall commence with the fall semester of the first academic year for which the Probationary Unit Member serves at least seventy-five (75) percent of the number of hours or days considered as a full-time assignment for regular employees having similar duties.
- 17.2.2 Tenure shall not be granted prior to completion of four (4) years of probationary service, except as provided in section 17.2.2.1:
- 17.2.2.1 Upon unanimous recommendation by the Tenure Review Committee and the College President the Board of Trustees may grant early tenure where the Probationary Unit Member has vacated a position as a tenured faculty member at an accredited institution, as provided in section 20.1.4 of this Agreement, for employment with the District, provided that in no case shall tenure be granted prior to completion of two (2) years of probationary service.
- 17.2.2.2 As a condition for tenure, a Unit Member shall possess such qualifications for service areas as may be required by any appropriate regulatory or accrediting agencies.

17.3 FREQUENCY OF EVALUATION

- 17.3.1 Probationary Unit Members shall be evaluated in each year of probationary service, commencing with the fall semester of the first year of probation. In the case of an individual hire in the spring semester, evaluation will start in the subsequent fall semester.
- 17.3.2 During the first academic year of tenure-track service, a Probationary Unit Member shall be evaluated each semester, except where the contract category placement for the fall semester evaluation is *CATEGORY C*.
- 17.3.3 A Probationary Unit Member retained after the first year of service shall be evaluated in the fall semester only, except where the contract category placement for the fall semester evaluation is *CATEGORY B*, in which case evaluation for the spring semester shall be required.

17.4 COMPONENTS OF THE PROGRAM OF EVALUATION

- 17.4.1 The evaluation process shall include the following components:

17.4.1.1 Evaluation By Tenure Review Committee

71.4.1.1.1 A Tenure Review Committee, selected in accordance with the provisions of section 17.6.1, shall assess the performance of the Probationary Unit Member with respect to those activities which constitute the Unit Member's contractual duties, which assessment shall include the following:

17.4.1.1.1.1 classroom/worksite observation;

17.4.1.1.1.2 review of classroom/worksite and other job-related materials prepared by the Probationary Unit Member;

17.4.1.1.1.3 beginning with the second year of service, review of professional development, activities, responsibilities, and service.

17.4.1.1.2 Evaluations shall utilize the criteria incorporated as Appendix F and the Tenure Evaluation Report Forms incorporated as Appendix H, as appropriate to the assignment of the Probationary Unit Member being evaluated.

17.4.1.1.3 Faculty have within their professional responsibilities and as part of their professional obligation the responsibility to participate in program and curriculum development and evaluation, which includes appropriate participation in the formulation of Student Learning Outcomes (SLOs) and the Student Learning Outcomes assessment cycle. However, student performance on SLO assessments shall not be component of a Unit Member's evaluation process.

17.4.1.2 Student Evaluation

17.4.1.2.1 Student evaluations shall be administered as a component of evaluation, in accordance with the provisions of section 17.7.3.

17.4.1.2.2 Evaluations shall utilize the Student Evaluation Forms incorporated as Appendix G, as appropriate.

17.4.1.3 Evaluation Response

17.4.1.3.1 As a component of the evaluation, the Probationary Unit Member shall respond to the Tenure Review Committee's evaluation and formulate a plan relative to any recommendations.

17.4.1.3.2 The Probationary Unit Member's evaluation response shall be entered upon the Tenure Evaluation Report Form, in accordance with the provisions of section 17.7.5.

17.5 CONDUCT OF EVALUATIONS

17.5.1 All observations and assessments shall be conducted openly and with full knowledge of the Probationary Unit Member.

17.5.2 Any assessment or recommendation incorporated as part of the evaluation process under this Article shall specifically address, and be confined to, the results of observation, procedures and criteria in accordance with the provisions of this Article. Nothing in this Article shall prohibit appropriate administrative action relative to a Probationary Unit Member's performance under other circumstances as provided in Article 4, section 4.6.

17.5.3 All information arising in conjunction with the evaluation process shall be held in strict confidence by the parties involved.

17.5.4 Time Lines

- 17.5.4.1 Except as provided in section 17.5.4.2, below, the evaluation process for any semester shall be conducted in accordance with the time lines specified in section 17.7 of this Article. Deviations from the time lines as provided in section 17.7 that do not materially affect the substance of the evaluation shall not invalidate the findings and recommendations therein.
- 17.5.4.2 Where a Probationary Unit Member is assigned to North Orange Continuing Education and the Unit Member's schedule is based on the noncredit calendar, or where the Unit Member is assigned short-term classes, the evaluation process shall be conducted in accordance with time lines developed by the Tenure Review Committee in conjunction with the District Office of Human Resources.

17.6 TENURE REVIEW COMMITTEE

17.6.1 Composition of Tenure Review Committee

- 17.6.1.1 Each Probationary Unit Member shall be evaluated by a Tenure Review Committee comprised of the following:
 - 17.6.1.1.1 the Immediate Management Supervisor, who shall serve as chair of the committee;
 - 17.6.1.1.2 two (2) tenured faculty members from the Probationary Unit Member's department/area, selected by the tenured faculty of the department/area;
 - 17.6.1.1.3 one (1) tenured faculty member from the Probationary Unit Member's division, but from outside the department/area, selected by the tenured faculty of the division. If there is no organizational division, the selection shall be from another department/area that is outside the Probationary Unit Member's department/area, selected by the tenured faculty of the department/area.
- 17.6.1.2 Not later than the end of the first week of the semester, the Immediate Management Supervisor shall notify the faculty of the division and appropriate department of the need to make a selection. The faculty members of the Tenure Review Committee shall be selected not later than the end of the fourth week of the first semester in which the Probationary Unit Member is to be evaluated.
- 17.6.1.3 In exceptional circumstances (e.g., too few faculty, new department), as mutually agreed upon by the Immediate Management Supervisor and the Division Faculty, the faculty members of the committee may be selected from other District worksites from among those engaged in a discipline similar to that of the Probationary Unit Member being evaluated. It is recommended that at least one of the faculty members be a content area specialist.
- 17.6.1.4 Where the faculty members of any department or division fail to make a selection or nomination of committee members as provided in section 17.6.1.1.2 or section 17.6.1.1.3, the Immediate Management Supervisor shall make the selection.
- 17.6.1.5 A Unit Member may perform simultaneous service on more than one Tenure Review Committee.

17.6.2 Duration of Service

- 17.6.2.1 Although it is preferable for faculty members to serve on the Tenure Review Committee for the duration of the probationary period, faculty members are expected to serve for a minimum of two (2) academic years.
- 17.6.2.2 If a faculty member of the Tenure Review Committee resigns from the Committee, a new member shall be selected in accordance with the provisions of section 17.6.1. The selection

of the replacement committee member shall be completed prior to the initial conference of the next evaluation as provided in section 17.7.1.

- 17.6.2.3 If a faculty member of the Tenure Review Committee is on a leave of absence during a semester and is unavailable when an evaluation is to be conducted, the evaluation process for that semester will be conducted by the remaining members of the Committee.

17.6.3 Decisions of Tenure Review Committee

- 17.6.3.1 It is expected that all decisions of the Tenure Review Committee, except a recommendation for early tenure as provided in section 17.2.2, shall be determined by consensus of the committee members, including, but not limited to, the following:

- 17.6.3.1.1 the content of the Tenure Evaluation Report;
- 17.6.3.1.2 contract category placement (PART VI of the Tenure Evaluation Report);
- 17.6.3.1.3 the decision to recommend an additional contract or terminate employment;
- 17.6.3.1.4 the decision to recommend to grant or deny tenure.

- 17.6.3.2 Where consensus cannot be reached, the issue shall be decided by a majority vote of the committee members. In the event of a tie vote, the issue shall be decided by a majority vote with votes weighted as follows: the vote of the Immediate Management Supervisor shall be weighted as two (2); the vote of each tenured faculty member from the Probationary Unit Member's department/area shall be weighted as two (2); the vote of the tenured faculty member selected by the tenured faculty members of the division shall be weighted as one (1).

17.7 EVALUATION PROCESS

17.7.1 Initial Conference

- 17.7.1.1 By the end of the sixth week of the semester in which evaluation is to be conducted, the Tenure Review Committee shall meet with the Probationary Unit Member to plan for the process, review information and materials relevant to the evaluation process, and establish timelines for the classroom/worksite observation(s), administration of student evaluations, and subsequent evaluation conference.

- 17.7.1.2 The Immediate Management Supervisor, as chair of the Tenure Review Committee, shall be responsible for the following:

- 17.7.1.2.1 calling the initial conference;
- 17.7.1.2.2 coordinating the activities of the committee;
- 17.7.1.2.3 ensuring that evaluations are completed on schedule and according to procedure.

17.7.1.3 Review of Process

- 17.7.1.3.1 During the initial conference, the Tenure Review Committee shall discuss/review with the Probationary Unit Member the procedures of the tenure review process.

- 17.7.1.3.2 In the fall semester of the first year of review, the Probationary Unit Member shall be provided with copies of the evaluation criteria, evaluation forms, and the relevant section of the Contract.

17.7.1.4 Review of Materials and Professional Activities

- 17.7.1.4.1 During the initial conference or at other times as appropriate, the Tenure Review Committee shall review with the Probationary Unit Member information relevant to the selected classroom/worksite observation(s) (e.g., objectives, content, methodology, etc.) and other procedures and criteria which may be utilized in the evaluation.
- 17.7.1.4.2 The Probationary Unit Member shall make available to the committee materials which bear upon the evaluation. These materials shall be returned to the Probationary Unit Member at the conclusion of the evaluation process for each semester of evaluation. These materials include the following when appropriate:
 - 17.7.1.4.2.1 course syllabi for all courses taught;
 - 17.7.1.4.2.2 samples of examinations, quizzes, assignments, class handouts, etc., for all courses taught;
 - 17.7.1.4.2.3 other materials generated for professional use as appropriate to the assignment of the Probationary Unit Member being evaluated.
 - 17.7.1.4.2.4 beginning with the second year of service, documentation of professional activities relative to department, division, campus, District, or community involvement, and professional growth (course work, conferences, research, study, etc.).
- 17.7.1.4.3 The Probationary Unit Member may offer information which may affect the context of the evaluation (e.g., class size, nature of the student population, content, level of difficulty, etc.). Such factors shall be taken into consideration by the Tenure Review Committee in formulating its assessments.

17.7.2 Classroom/Worksite Observation

- 17.7.2.1 By the end of the eleventh week of the semester in which evaluation is to occur, each member of the Tenure Review Committee shall participate in one (1) classroom/worksite observation. The classes/worksite situations to be observed shall be determined by the Tenure Review Committee. These observations may be conducted either jointly or individually by members of the Tenure Review Committee, at the discretion of the Committee; however, it is the intent of the parties that a number of different classes/work situations be observed. Normally, the days and times of the classes/worksite situations to be observed will be established at the initial conference as provided in section 17.7.1.1; however, observation dates and times may be changed as needed to facilitate the evaluation process, provided the probationary Unit Member is given at least five (5) working days prior notice.
- 17.7.2.2 Observation shall be no less than fifty (50) minutes but shall not exceed one (1) class period in the case of classroom observation, or ninety (90) minutes in the case of other worksite observation.
- 17.7.2.3 Members of the Tenure Review Committee shall be released from their normal contractual duties, it necessary, for the performance of classroom/worksite observations, with the understanding that the District is not required to fund substitutes.

17.7.3 Student Evaluation

17.7.3.1 Administration of Student Evaluations

17.7.3.1.1 Classroom Faculty

17.7.3.1.1.1 For each semester in which evaluation is to be conducted in the first and second years, Student Evaluation Forms shall be administered in all sections (classes) taught by the Probationary Unit Member. For evaluations in the third and fourth years, Student Evaluation Forms shall be administered in a number of sections (classes) taught by the Probationary Unit Member for the semester of evaluation, equated at not less than forty (40) percent of the sections assigned for the semester as selected by the Tenure Review Committee.

17.7.3.1.1.2 Student evaluations shall be administered between the eight and the tenth weeks of the semester, except in non-traditional classes, in which case the appropriate time shall be determined by the Tenure Review Committee.

17.7.3.1.1.3 The Probationary Unit Member shall leave the classroom prior to the administration of the evaluation forms.

17.7.3.1.1.4 The Tenure Review Committee, or such person(s) as the Tenure Review Committee may designate, shall be responsible for the administration and security of the student evaluations. Uniform instructions for completion of student evaluations shall be recited prior to administration of the evaluations.

17.7.3.1.1.5 The administration of student evaluations for online/hybrid classes taught by the Probationary Unit Member shall be in accordance with established campus standards for the conduct of online/hybrid classes.

17.7.3.1.2 Counselors, Librarians and Student Services Faculty with Similar Duties

17.7.3.1.2.1 Student Evaluations Forms shall be administered with respect to all student-related duties assigned for the semester during which evaluation is scheduled.

17.7.3.1.2.2 As determined by the Tenure Review Committee, student evaluations shall be administered at times and in such manner as to provide a reasonable number of student responses. The evaluation shall require responses in those areas which are representative of the Probationary Unit Member's performance with respect to assigned duties.

17.7.3.1.2.3 The process by which student evaluations are administered and collected shall be determined by the Tenure Review Committee, to ensure the integrity and confidentiality of the process.

17.7.3.1.3 Extenuating Circumstances

17.7.3.1.3.1 Where the Probationary Unit Member has students who have difficulty providing feedback on the prescribed forms, alternative methods of student evaluation may be selected by the Tenure Review Committee.

17.7.3.1.3.2 Where the Probationary Unit Member has students who are incapable of providing feedback, or where an evaluation of students is clearly impractical, the requirement for administration of student evaluations may be waived by the Tenure Review Committee and the reasons made part of the evaluation report.

17.7.3.2 Compilation of Student Evaluations

17.7.3.2.1 The Tenure Review Committee, or such person(s) as the committee may designate, shall prepare a compilation of the student evaluations, including a summary of student comments, which shall be discussed with the Probationary Unit Member during the Evaluation Conference and incorporated as part of the Tenure Evaluation Report.

17.7.3.2.2 For classroom evaluations, responses shall be tabulated for each class section.

17.7.3.2.3 The Student Evaluation Forms (or other raw data) shall be retained by the Immediate Management Supervisor until final grades have been posted, at which time they shall be delivered to the Probationary Unit Member.

17.7.4 Tenure Evaluation Report

17.7.4.1 By the end of the twelfth week of the semester, the evaluation process for any semester shall culminate in a single written evaluation report, made upon the Tenure Evaluation Report Form, which shall include the following:

17.7.4.1.1 evaluation of classroom/worksite performance;

17.7.4.1.2 analysis of the student evaluations;

17.7.4.1.3 evaluation of classroom/other job-related materials prepared by the Probationary Unit Member;

17.7.4.1.4 beginning in the second year, evaluation of professional development, performance of professional responsibilities and service;

17.7.4.2 The Tenure Evaluation Report should address each evaluation criterion, as appropriate, outline areas of strength and include recommendations, if warranted.

17.7.4.3 Recommendations shall specifically address established criteria and shall include the following:

17.7.4.3.1 definition of the area needing improvement;

17.7.4.3.2 specific goal(s) to be achieved;

17.7.4.3.3 time line for addressing the recommendation(s);

17.7.4.3.4 criteria for determining satisfactory performance.

17.7.4.4 The Tenure Review Committee's primary responsibility is to evaluate the Probationary Unit Member's performance and to identify areas needing improvement, not to assume responsibility for bringing about the improvement. The committee may offer written suggestions as to how the Probationary Unit Member may achieve the improvements, but is under no obligation to do so. The Probationary Unit Member shall bear the responsibility for the methodology utilized in accomplishing the required improvements.

- 17.7.4.5 By the end of the thirteenth week of the semester, the Immediate Management Supervisor shall forward the completed Tenure Evaluation Report Form, without a designation of contract category placement, to the Probationary Unit Member.

17.7.5 Evaluation Responses

- 17.7.5.1 Upon receipt of the Tenure Evaluation Report from the Immediate Management Supervisor, the Probationary Unit Member shall complete the Evaluation Response section (Part V of the Tenure Evaluation Report Form) and return it to the Immediate Management Supervisor within five (5) working days.
- 17.7.5.2 The Probationary Unit Member may respond to the Tenure Review Committee's assessments for purposes of clarification, explanation of mitigating circumstances, etc., and shall include a proposal for addressing any recommendations.
- 17.7.5.3 Within five (5) working days of receipt of the Tenure Evaluation Report from the Unit Member as specified in section 17.7.5.1, the Immediate Management Supervisor shall convene a meeting of the Tenure Review Committee to determine the contract category placement.

17.7.6 Evaluation Conference

- 17.7.6.1 Subsequent to making a determination of contract category placement (but not later than the end of the fifteenth week of the semester), the Tenure Review Committee shall meet with the Probationary Unit Member to review the committee's assessments and the Probationary Unit Member's Evaluation Response.
- 17.7.6.2 Where the contract category designation is *CONTRACT CATEGORY B* or *CONTRACT CATEGORY C*, the committee shall explain the ramifications, as stated in the Tenure Evaluation Report Form, Part VI, and the collective bargaining agreement, section 17.8.1.2 and section 17.8.1.3.
- 17.7.6.3 At the conclusion of the Evaluation Conference, the Probationary Unit Member shall sign the Tenure Evaluation Report Form as an acknowledgement that the Probationary Unit Member has been apprised of the Tenure Review Committee's findings.
 - 17.7.6.3.1 The Probationary Unit Member's signature upon the Tenure Evaluation Report Form shall not be construed as agreement with the content thereof.
 - 17.7.6.3.2 If the Probationary Unit Member refuses to sign the report, a notation regarding the refusal to sign shall be made upon the report and witnessed by the signatures of all members of the Tenure Review Committee.
 - 17.7.6.3.3 A copy of the Tenure Evaluation Report shall be provided to the Probationary Unit Member.
- 17.7.6.4 Prior to any disposition of the Tenure Evaluation Report, the Probationary Unit Member shall have the option, within seven (7) calendar days following the Evaluation Conference, to enter and have attached the Unit Member's response to the completed Tenure Evaluation Report.
- 17.7.6.5 The original Tenure Evaluation Report and the Probationary Unit Member's response, if any, shall be forwarded to the President or designee. A copy of the report shall be retained by the Immediate Management Supervisor, to be available to the members of the Tenure Review Committee.
- 17.7.6.6 The President or designee shall review and forward the Tenure Evaluation Report to the District Office of Human Resources for inclusion in the Probationary Unit Member's personnel file.

17.8 CONTRACT CATEGORY PLACEMENT

17.8.1 Except in the fourth year as provided in section 17.8.2, for each semester in which evaluation is conducted, the Tenure Review Committee shall place the Probationary Unit Member in one (1) of the following contract categories:

17.8.1.1 CONTRACT CATEGORY A: describes performance which, as of this evaluation results in no recommendations for improvement, or indicates a need for improvements which are not sufficiently critical to either prohibit renewal of the Probationary Unit Member's contract for the next contract period or result in denial of tenure. Inadequate improvement upon recommendations, if any, may result in subsequent *CATEGORY B* or *CATEGORY C* placement.

17.8.1.2 CONTRACT CATEGORY B: describes performance which, as of this evaluation, indicates a need for improvements which are not sufficiently critical to prohibit renewal of the Probationary Unit Member's contract for the next contract period, but if uncorrected, would be sufficient to warrant denial of tenure. Inadequate improvement within this category may result in subsequent *CATEGORY C* placement.

17.8.1.3 CONTRACT CATEGORY C: describes performance which, as of this evaluation, indicates serious deficiencies and/or inadequate improvement upon recommendations as required from previous *CATEGORY A* or *CATEGORY B* placement, which warrant nonrenewal of the Probationary Unit Member's contract for the next contract period.

17.8.2 For evaluations in the fourth year, the Tenure Review Committee shall place the Probationary Unit Member in either *CONTRACT CATEGORY A* or *CONTRACT CATEGORY C*.

17.8.3 In formulating any recommendation for contract category placement, the Tenure Review Committee shall consider the cumulative pattern of the Probationary Unit Member's performance.

17.9 RENEWAL OF CONTRACT/TERMINATION OF SERVICE

17.9.1 First Year of Service

17.9.1.1 Where evaluation for the fall semester results in either *CONTRACT CATEGORY A* or *CONTRACT CATEGORY B* placement, the Tenure Review Committee shall recommend on the Tenure Evaluation Report Form that the Probationary Unit Member be offered a contract for the next contract period.

17.9.1.2 Where evaluation for the fall semester results in *CONTRACT CATEGORY C* placement, the Tenure Review Committee shall recommend on the Tenure Evaluation Report Form that the Probationary Unit Member not be offered a contract for the next contract period.

17.9.2 Second Year of Service

17.9.2.1 Where evaluation of the fall semester results in *CONTRACT CATEGORY A* or *CONTRACT CATEGORY B* placement, the Tenure Review Committee shall recommend on the Tenure Evaluation Report Form that the Probationary Unit Member be offered a contract for the subsequent two (2) years.

17.9.2.2 Where evaluation for the fall semester results in *CONTRACT CATEGORY C* placement, the Tenure Review Committee shall recommend on the Tenure Evaluation Report Form that the Probationary Unit Member not be offered a contract for the next contract period.

17.9.3 Third Year of Service

17.9.3.1 Probationary Unit Members retained after the second year of service shall be evaluated in the fall semester only, except where category placement for the fall semester is *CONTRACT*

CATEGORY B or *CONTRACT CATEGORY C*, in which case evaluation for the spring semester shall be required.

17.9.3.2 Since this is the first year of a two (2) year contract, there will be no recommendation for contract renewal as provided in the Tenure Evaluation Report, Part VI, Section B.

17.10 UNAVAILABILITY OF PROBATIONARY UNIT MEMBER

Where the Tenure Review Committee is unable to perform some or all of the components of the evaluation process in accordance with the provisions of this Article due to the absence or unavailability of the Probationary Unit Member, the Vice Chancellor of Human Resources or designee, in conjunction with the Tenure Review Committee, shall determine how to proceed with the current evaluation.

17.11 APPEAL PROCEDURES

The Probationary Unit Member shall be entitled at all times during the probationary evaluation to due process as guaranteed in the grievance procedures in Article 24.

ARTICLE 18

EVALUATION OF TENURED UNIT MEMBERS

18.1 PURPOSE OF EVALUATION

- 18.1.1 The purpose of the program of evaluation for tenured Unit Members is to improve instruction and support services by providing a useful and substantive assessment of performance, recognition and acknowledgment of good performance, and enhancement of performance by identification of areas needing improvement.
- 18.1.2 The program of evaluation is supported by a District commitment to assist Unit Members through appropriate opportunities for improvement and staff development.
- 18.1.3 It is the intent of the parties that evaluations are to be conducted in a supportive, collegial and nonpunitive manner.

18.2 FREQUENCY OF EVALUATION

- 18.2.1 Unit Members shall be evaluated once every three (3) years, beginning with the third year of tenured service.
- 18.2.2 Where a Unit Member is on sabbatical leave or other leave of absence during the entire year for which evaluation would normally be scheduled, such evaluation shall be conducted in the academic year immediately following the Unit Member's return to service. Postponement of evaluation as provided in this section shall not affect the schedule of subsequent evaluations.

18.3 COMPONENTS OF THE PROGRAM OF EVALUATION

- 18.3.1 The evaluation process shall include the following components:
 - 18.3.1.1 an Administrative Evaluation of the Unit Member's performance which shall include a classroom/worksite observation and assessment by the Immediate Management Supervisor of those activities which constitute the Unit Member's primary contractual duties:
 - 18.3.1.2 student evaluations;
 - 18.3.1.3 an assessment of the Unit Member's performance by a peer reviewer, at the option of the Unit Member.
- 18.3.2 Faculty have within their professional responsibilities and as part of their professional obligation the responsibility to participate in program and curriculum development and evaluation, which includes appropriate participation in the formulation of Student Learning Outcomes (SLOs) and the Student Learning Outcomes assessment cycle. However, student performance on SLO assessments shall not be a component of a Unit Member's evaluation process.

18.4 CONDUCT OF EVALUATION

- 18.4.1 Evaluations shall utilize the criteria incorporated as Appendix F and the Evaluation Report Forms incorporated as Appendix I – Tenured Faculty Student Evaluation Forms, as appropriate to the assignment of the Unit Member being evaluated. Any observation or evaluation of a Unit Member's performance shall be based upon the criteria established in this Article and shall not be conducted except in accordance with the provisions of this Article.
- 18.4.2 All observations and assessments shall be conducted openly and with full knowledge of the Unit Member.

- 18.4.3 Any assessment or recommendation incorporated as part of the evaluation process shall specifically address and be confined to the results of observation and established criteria in accordance with the provisions of this Article.
- 18.4.4 All information arising in conjunction with the evaluation process shall be held in strict confidence by the parties involved.
- 18.4.5 Except where otherwise prescribed, time lines for accomplishing evaluative procedures may be established in a manner convenient to the parties, such that the evaluation process is completed within the semester for which the evaluation is scheduled.

18.5 ADMINISTRATIVE EVALUATION

18.5.1 Notification of Evaluation

- 18.5.1.1 Evaluations of individual Unit Members may be scheduled during the fall or spring semester at the discretion of the Immediate Management Supervisor.
- 18.5.1.2 By the second Monday of the fall semester of the academic year in which evaluation is to occur, the Immediate Management Supervisor shall notify those Unit Members to be evaluated.
- 18.5.1.3 By the end of the third week of the semester in which the evaluation is to occur, the Immediate Management Supervisor shall provide Unit Members to be evaluated with the evaluation packet consisting of instructions which outline the evaluation process and a copy of the appropriate Evaluation Report Form.
- 18.5.1.4 Where the Unit Member is assigned short-term classes, or where the Unit Member is assigned to North Orange Continuing Education and the Unit Member's schedule is based on the noncredit calendar, the evaluation process shall be conducted in accordance with time lines developed by the Immediate Management Supervisor in consultation with the Unit Member.

18.5.2 Pre-Evaluation Conference

- 18.5.2.1 By the end of the fifth week of the semester in which the evaluation is to occur, the Unit Member being evaluated shall meet with the Immediate Management Supervisor to plan for the process, review information and materials relevant to the evaluation process, and establish time lines for the classroom/worksite observation and subsequent evaluation conference.
- 18.5.2.2 During the pre-evaluation conference, the Unit Member shall review, with the Immediate Management Supervisor, information relevant to the selected classroom/worksite observation (e.g., objectives, content, methodology, etc.) and other procedures and criteria which may be utilized in the evaluation.
- 18.5.2.3 The Unit Member shall make available to the Immediate Management Supervisor samples of materials which bear upon the evaluation (e.g., syllabi, handouts, exams, etc.).
- 18.5.2.4 The Unit Member may offer information which may affect the context of the evaluation (e.g., class size, nature of the student population, content, level of difficulty, etc.). Such factors shall be taken into consideration by the Immediate Management Supervisor in formulating the evaluation report.

18.5.3 Classroom/Worksite Observation

- 18.5.3.1 The Immediate Management Supervisor shall conduct one (1) classroom/worksite observation, at a time determined by the Unit Member.

18.5.3.2 Observation shall be of sufficient duration to evaluate the Unit Member's performance in accordance with established criteria for the assignment but shall not exceed fifty (50) minutes.

18.5.4 Preparation of Evaluation Report

18.5.4.1 Subsequent to the classroom/worksite observation and receipt of the Student Evaluation Forms, the Immediate Management Supervisor shall prepare a written evaluation utilizing the appropriate evaluation report form (Appendix I – Tenured Faculty Student Evaluation Forms).

18.5.4.2 The evaluation report should address each evaluative criterion, as appropriate, outline areas of strength and include recommendations, if warranted, and shall include comments regarding the Student Evaluation Forms.

18.5.4.3 Recommendations shall specifically address established criteria and shall include the following:

18.5.4.3.1 definition of the area needing improvement;

18.5.4.3.2 specific goal(s) to be achieved;

18.5.4.3.3 timeline for addressing the recommendations;

18.5.4.3.4 criteria for determining satisfactory performance.

18.5.4.4 The completed Evaluation Report Form shall be forwarded to the Unit Member for preparation of the evaluation response.

18.5.5 Preparation of Evaluation Responses

18.5.5.1 Upon receipt of the Evaluation Report Form, the Unit Member shall complete the evaluation response section.

18.5.5.2 The evaluation response shall include a response to the Immediate Management Supervisor's assessment of each criterion, as warranted, and a proposal for addressing any recommendations.

18.5.5.3 Upon completion of the evaluation responses component, the Unit Member shall return the original to the Immediate Management Supervisor and retain a copy.

18.5.6 Evaluation Conference

Subsequent to completion of the evaluation response, the Unit Member shall meet with the Immediate Management Supervisor to discuss the results of the evaluation and the Unit Member's response and proposals for addressing any recommendations.

18.5.7 Certification by Immediate Management Supervisor

18.5.7.1 At the conclusion of the evaluation conference, where the Evaluation Report Form proposes no recommendations or where the Immediate Management Supervisor is satisfied that the Unit Member will substantially address any recommendations, the Immediate Management Supervisor shall certify satisfactory completion of the evaluation. A copy of the Evaluation Report Form shall be given to the Unit Member. The original shall be forwarded through campus channels to the District Office of Human Resources for inclusion in the Unit Member's personnel file.

18.5.7.2 Where verification of the Unit Member's progress in addressing recommendations is warranted, the Immediate Management Supervisor may delay certification until the Unit Member has been afforded a reasonable opportunity to address the recommendations.

- 18.5.7.2.1 At such time as the Immediate Management Supervisor is satisfied that the Unit Member has substantially addressed the recommendations, the Immediate Management Supervisor shall certify satisfactory completion on the Evaluation Follow-up Form.
- 18.5.7.2.2 In the case of recommendations which specifically address deficiencies in the Unit Member's performance, where the Unit Member has been afforded a reasonable opportunity to address the recommendations and the Immediate Management Supervisor is not satisfied that the Unit Member has substantially addressed the recommendations, the Immediate Management Supervisor may certify non-satisfactory completion on the Evaluation Follow-up Form.
 - 18.5.7.2.2.1 Where a certification of non-satisfactory completion is entered, the Immediate Management Supervisor shall indicate the specific reason(s), with reference to applicable criteria for the certification of non-satisfactory completion.
 - 18.5.7.2.2.2 The Unit Member shall have the right to enter a response upon the Evaluation Follow-up Form.
- 18.5.7.2.3 A copy of the completed Follow-up Form shall be given to the Unit Member. The original shall be forwarded by the Immediate Management Supervisor to the District Office of Human Resources for attachment to the Evaluation Report Form and inclusion in the Unit Member's personnel file.

18.6 STUDENT EVALUATION

18.6.1 Administration of Student Evaluation Forms

18.6.1.1 Classroom Faculty

- 18.6.1.1.1 Student Evaluation Forms shall be administered in a number of sections (classes) taught by the Unit Member during the semester/term equated at not less than forty (40) percent of the sections assigned as Part of Load for the semester.
- 18.6.1.1.2 The sections and class times for which Student Evaluation Forms are to be administered shall be selected by the Unit Member.
- 18.6.1.1.3 Student Evaluation Forms shall be administered and collected by a faculty member selected by the Unit Member being evaluated in such manner as will ensure the integrity and confidentiality of the process. The Unit Member shall leave the classroom prior to the administration of the evaluation forms.
- 18.6.1.1.4 The administration of student evaluations for online/hybrid classes taught by the Unit Member shall be in accordance with established campus standards for the conduct of online-hybrid classes.

18.6.1.2 Counselors, Librarians and Student Services Faculty with Similar Duties

- 18.6.1.2.1 Student Evaluation Forms shall be administered with respect to any student-related duty assigned as Part of Load for the semester/term during which the evaluation is scheduled, in such manner as to provide a reasonable number of student responses.
- 18.6.1.2.2 The assignment(s) for which Student Evaluation Forms are to be administered shall be selected by the Unit Member.

18.6.1.3 Extenuating Circumstances

- 18.6.1.3.1 Where the Unit Member has students who have difficulty providing feedback on the prescribed forms, alternative methods of student evaluation may be selected by mutual agreement of the Unit Member and the Immediate Management Supervisor.
- 18.6.1.3.2 Where the Unit Member has students who are incapable of providing feedback or where a survey of students is clearly impractical, the requirement for administration of the Student Evaluation Forms may be waived by mutual agreement of the Unit Member and the Immediate Management Supervisor.

18.6.2 Compilation of Student Evaluation Forms

- 18.6.2.1 The faculty member administering the student evaluations shall provide the completed Student Evaluation Forms to the Immediate Management Supervisor within five-business days of administering the student evaluations. The Immediate Management Supervisor will comment on the Student Evaluation Forms in Part II.B (Appendix I – Tenured Faculty Student Evaluation Forms).
- 18.6.2.2 The Student Evaluation Forms shall be retained by the Division Office in a secure location until the end of the semester and until final grades have been posted at which time they shall be delivered to the Unit Member.

18.7 PEER EVALUATION

- 18.7.1 During the semester for which the administrative evaluation is scheduled, a Unit Member may select one (1), but not more than three (3), faculty members to conduct a peer evaluation.
- 18.7.2 Peer evaluators shall be tenured faculty members, selected from within the Unit Member's department/area or from among those engaged in a similar discipline within the Unit Member's division. In exceptional circumstances, as mutually agreed upon by the Unit Member and the Immediate Management Supervisor, one (1) or more peer evaluators may be selected from District worksites outside the Unit Member's division.
- 18.7.3 A person selected as a peer evaluator shall not have participated consecutively in the two (2) most recent evaluations of the Unit Member being evaluated.
- 18.7.4 Tenured Unit Members shall be obligated to serve as peer evaluators, if requested, once every two (2) years. The peer component of the program of evaluation shall consist of classroom/worksites observation and assessment by faculty of those activities which constitute the Unit Member's primary contractual duties.
- 18.7.5 At the option of the Unit Member, a copy of the peer evaluation may be forwarded to the District Office of Human Resources for inclusion in the Unit Member's personnel file.
- 18.7.6 The peer evaluation may be conducted during the same semester as the administrative evaluation or in the next regular semester after the Unit Member receives the administrative evaluation report.

ARTICLE 19

PHASE-IN RETIREMENT (REDUCED WORKLOAD PROGRAM)

- 19.1 Pursuant to the authorization in and requirements and limitations of Section 87483, Education Code, State of California, the Board of Trustees of the North Orange County Community College District establishes the regulations noted below to allow a qualified Unit Member to reduce his or her workload from full-time to part-time and receive the service credit the Unit Member would have received if the Unit Member had been employed on a full-time basis, pursuant to Section 22713 of said Code.
- 19.1.1 The option to participate in the reduced workload program shall be exercised at the request of the Unit Member, and except as provided in section 19.4.2 of this Article, may be revoked or amended only with the mutual consent of the District and the Unit Member.
- 19.1.2 The reduced workload must be equal to at least one-half (50%) of the time the District requires for full-time employment pursuant to the Unit Member's contract of employment during his or her last academic year of full-time employment preceding the reduction in workload.
- 19.1.3 The period of participation in the reduced workload program shall not exceed ten (10) years.
- 19.1.4 For each academic year of participation in the reduced workload program, the Unit Member shall be paid a salary which is the pro rata share of the salary the Unit Member would be earning had he or she not elected to exercise the option of part-time employment. The Unit Member shall retain all other rights and benefits for which the Unit Member makes the payments that would be required if he or she remained in full-time employment. The Unit Member shall receive health benefits and the optional fringe benefit allowance in the same manner as a full-time employee.
- 19.1.5 In order to qualify for a full year of service credit, for each academic year of participation in the reduced workload program, the Unit Member and the District shall make contributions to the retirement system in the amount that the Unit Member and the District would have contributed had the Unit Member performed creditable service on a full-time basis.

19.2 **ELIBILITY TO PARTICIPATE IN REDUCED WORKLOAD PROGRAM**

A request to participate in the reduced workload program will be granted if the Unit Member meets the eligibility requirements noted herein as otherwise provided by law, subject to verification and approval by the retirement system and any limitations as provided in this Article:

- 19.2.1 The Unit Member must NOT be classified as an administrator at the time the request for participation in the reduced workload program is submitted; it being understood that such classification is applicable to each individual who is paid in accordance with the provisions of any salary schedule designated as applicable to administrators and/or administrative positions.
- 19.2.2 The Unit Member must have reached the age of fifty-five (55) years prior to the first duty day on which the reduction in workload is effective.
- 19.2.3 The Unit Member must have been employed in the District in an academic position on a full-time basis to perform creditable service subject to coverage under the Defined Benefit Program and have a minimum of ten (10) years of credited service, including five (5) years of credited service for full-time employment immediately preceding the reduction in workload.
- 19.2.4 The Unit Member may not have had a break in service during the five years immediately preceding the reduction in workload. Sabbaticals, other approved leaves of absence, including unpaid absences from the performance of creditable service for personal reasons, do not constitute a break in service.

19.3 **REQUEST FOR PARTICIPATION IN THE REDUCED WORKLOAD PROGRAM**

- 19.3.1 The Unit Member must submit to the Vice Chancellor of Human Resources or designee a written request to participate in the reduced workload program. The request must be submitted not later than April 1st

of the academic year prior to the academic year for which the reduced workload is to be effective, unless, in the judgment of the District, circumstances of unusual and/or emergency nature exist(ed) that precluded a timely request, and the granting of the late request will not be contrary to the best interests of the District.

19.3.2 The Unit Member's request shall contain a statement as to the date the Unit Member elects to have the part-time status be effective, it being understood that such effective date shall be the first duty day of the fall semester in the academic year following the academic year in which the Unit Member qualifies with respect to the eligibility criteria for participation in the reduced workload program as provided in section 19.2.

19.3.3 The Unit Member's request shall contain a statement as to the percentage of a full-time position that the Unit Member elects to retain while in the reduced workload program; it being understood that the minimum part-time employment that the Unit Member may elect shall be the equivalent of one-half of the number of days of service required by the Unit Member's contract of employment during his/her final year of service in a full-time position; and it being understood that the percentage requested must be one that is achievable in terms of teaching unit equivalents and/or service load when expressed in terms of equivalent duty days; and it being understood that such election, when and as implemented by a contract, cannot be changed except by mutual consent of the Unit Member and the District.

19.3.4 The Unit Member's request shall contain a statement as to the Unit Member's preference for assignment within the duty day calendar for the academic year that will meet the annual reduced workload requirement.

19.3.4.1 Option 1: assignments of approximately equal percentage in each semester;

19.3.4.2 Option 2: one hundred percent (100%) assignment in the fall semester, with no assignment in the spring semester;

19.3.4.3 Option 3: no assignment in the fall semester, with a one hundred percent (100%) assignment in the spring semester.

19.3.5 The part-time equivalent annual reduced workload assignment will be accomplished by approximately equal part-time assignments in each semester of each academic year unless, in the judgment of the District, the best interests of the District are served by a one-semester assignment. Whichever assignment pattern is implemented shall not be changed except by mutual consent of the Unit Member and the District.

19.4 TERMS AND CONDITIONS

19.4.1 The terms and conditions of the part-time employment of a Unit Member who has applied for and has been granted participation in the reduced workload program shall be stated in a contract between the Unit Member and the District. The contract shall include, but not be limited to, the items specified below:

19.4.1.1 The effective date of the change to part-time status.

19.4.1.2 The percentage of part-time employment, which shall be as nearly as practical to that requested by the Unit Member.

19.4.1.3 The method of computing the number of required equivalent duty days in each semester.

19.4.1.4 The method of computing the yearly salary to be paid, which salary shall be the pro rata share of the salary that the individual would earn had he/she not elected to exercise the option of part-time employment.

19.4.1.5 A statement that the Unit Member retains, subject to any legal limitations, all rights, other than to full salary, for which he/she makes the payments that would be required if he/she was in full-time employment, including but not limited to the retirement credit provided pursuant to the provisions of Section 22713, Education Code, State of California.

19.4.1.6 A statement as to the ending date of the benefits provided pursuant to the provisions of Section 22713, Education Code, State of California.

19.4.1.7 A statement that the Unit Member shall receive health benefits as provided in Section 53201 of the Government Code, State of California, in the same manner as a full-time Unit Member.

19.4.2 Option to Return to Full-Time Status

19.4.2.1 In the first academic year of participation in the reduced workload program, a Unit Member who has not previously participated in the program shall have the option to terminate participation in the reduced workload program at the end of the academic year and return to full-time status in the subsequent academic year.

19.4.2.2 The option to return to full-time status shall be exercised at the request of the Unit Member. The request must be submitted in writing to the Vice Chancellor of Human Resources or designee not later than April 1st of the first academic year of participation in the reduced workload program. If the Unit Member does not submit a timely request for return to full-time status as provided herein, the Unit Member shall remain in the reduced workload program as assigned and thereafter the Unit Member's participation in the program shall not be changed except by mutual agreement of the Unit Member and the District.

19.4.2.3 A Unit Member who exercises the option to terminate participation in the reduced workload program and return to full-time status shall not be eligible to request participation in the reduced workload program again for a period of two academic years after the Unit Member returns to full-time status. If the Unit Member subsequently applies for and is granted participation in the reduced workload program, the provisions of section 19.4.2 et seq. shall not apply and participation in the reduced workload program may be revoked or amended only by mutual agreement of the Unit Member and the District.

19.4.3 Provisions Relating to One-Semester Assignment

19.4.3.1 Where a Unit Member has requested a reduced workload that is fifty (50) percent of a full-time assignment and the Unit Member and the District mutually agree that the Unit Member may meet the annual reduced workload requirement by assignment only in the spring semester, with no assignment in the fall semester, the Unit Member shall furnish the District with an acceptable bond indemnifying the District against loss in the event the Unit Member fails to return and render the required service for the spring semester.

19.4.3.1.1 The Unit Member shall furnish a bond for each year of participation in the reduced workload program, in an amount equal to the salary and benefits payable to the Unit Member during the fall semester of that year.

19.4.3.1.2 A bond shall be submitted to the District Office of Human Resources not later than June 30th of the academic year prior to the academic year in which participation in the reduced workload program is to become effective, and thereafter, not later than June 30th of each subsequent year of participation in the program.

19.4.3.1.3 If the Unit Member fails to furnish any bond as provided herein, the Unit Member shall be immediately returned to full-time status and shall not be eligible to request participation in the reduced workload program again for a period of two academic years after the Unit Member returns to full-time status. If the Unit Member subsequently applies for and is granted participation in the reduced workload program, the provisions of section 19.4.2 et seq. shall not apply and participation in the reduced workload program may be revoked or amended only by mutual agreement of the Unit Member and the District.

19.4.3.1.4 In the event the Unit Member fails to return and render the required service for the spring semester, the Unit Member shall be returned to full-time status

effective with the subsequent academic year and shall not be further eligible to request participation in the reduced workload program.

19.4.3.2 Where a Unit Member has accumulated load banked assignments equivalent to the minimum regular contract workload for one (1) semester, as provided in Article 23 of this Agreement, the Unit Member may pledge the load banked assignments in lieu of furnishing a bond.

19.4.3.2.1 In the event the Unit Member fails to return and render the required service for the spring semester, the Unit Member shall be placed on load banking leave for that semester.

19.4.3.2.2 At the conclusion of the spring semester, the Unit Member shall be returned to full-time status and shall not be further eligible to request participation in the reduced workload program.

ARTICLE 20

SALARY PROVISIONS

CONTRACT AND REGULAR FACULTY

For their services as contract and regular faculty, Unit Members will be paid according to the Regular and Contract Faculty Salary Schedule included as Appendix A. Initial placement, advancement, and other salary adjustments will occur as follows:

20.1 INITIAL SALARY PLACEMENT

20.1.1 Initial class placement shall be determined according to the descriptions listed in Appendix A.

20.1.2 Initial step placement shall be determined by previous experience as an academic employee and related work experience as follows:

20.1.2.1 A maximum of nine (9) years credit is granted for previous experience as an academic employee. Day contracts (more than sixty (60) percent for postsecondary credit and seventy-five (75) percent or more in K-12 institutions) with an accredited institution will be counted toward a step increment. Experience as a replacement of an instructor on sabbatical or other long-term leave which meets the criteria of the preceding sentence will be counted toward a step increment.

20.1.2.2 Part-time experience with an accredited institution will be accepted toward step increment with thirty (30) units the equivalent of one (1) year up to a six (6) year maximum. Part-time experience can be combined with full-time credit experience as described in section 20.1.2.1 to reach the maximum of nine (9) years. It will be the responsibility of the new hire to provide verification of part-time units.

20.1.2.3 Adult Education experience within the discipline with an accredited institution will be accepted with thirty (30) units the equivalent of one (1) year up to a six (6) year maximum with eighteen (18) hours the equivalent of one (1) unit. Adult Education experience can be combined with full-time credit experience as described in section 20.1.2 to reach the maximum of nine (9) years. It will be the responsibility of the new hire to provide a verification of Adult Education hours/units.

20.1.2.4 At the time of initial employment, related work experience not used to obtain minimum qualifications may be utilized on the basis of three (3) years full-time equivalent employment equaling one (1) vertical step on the salary schedule. Because of division by three (3) for related experience, two-thirds will be counted as one (1). Any employment less than six (6) months with a single employer is subject to review and evaluation before credit can be granted.

20.1.3 Initial placement shall be established using the candidate's highest academic degree and the required number of years of work experience used in meeting minimum qualifications. Approved units beyond those used to obtain minimum qualifications may be used for advanced placement. Approved years of work experience beyond those required for the minimum qualifications will be used on a ration of three (3) years of work experience equaling one (1) vertical step on the salary schedule.

20.1.4 All degrees and course work must be obtained from an accredited institution listed in the Directory of Accredited Institutions of Postsecondary Education, published for the Council on Postsecondary Accreditation by the American Council on Education.

20.2 CLASS ADVANCEMENT

20.2.1 Advancement from one (1) class to another will be authorized only after the individual involved has filed a request for such advancement and submitted satisfactory evidence substantiating the request, such as transcripts or grade cards. The evidence must be submitted to the Office of Human Resources on or

before the second Friday in August and must be approved by the Vice Chancellor of Human Resources or designee. Refer to Appendix K for Course Advancement Forms

- 20.2.1.1 Lower division course work must be approved in advance by the Immediate Management Supervisor.
- 20.2.1.2 Upper division and graduate level course work is strongly recommended that the unit member confer with your Immediate Management Supervisor prior to taking any course(s).
- 20.2.2 Class advancement shall be limited to one (1) column per year. Any excess units earned while a Unit Member is attempting to qualify to advance to a specific class may be used to satisfy the requirements necessary for any further advancement.
- 20.2.3 All units are equated as semester units; quarter units will be converted to semester units on a ratio of one (1) quarter unit equaling two-thirds (2/3) semester unit.
- 20.2.4 Graduate and upper division units related to the Unit Member's assignment qualify for advancement from one class to another.
- 20.2.5 Not more than fifteen (15) lower division units as listed below may qualify for each class advancement:
 - 20.2.5.1 Units beyond the minimum qualifications which are related to the Unit Member's assignment;
 - 20.2.5.2 Units completed by a Unit Member in a District-approved retraining program;
 - 20.2.5.3 Other units recommended by the Immediate Management Supervisor.
- 20.2.6 Equivalent unit credit for non-college work will qualify for advancement on the salary schedule subject to the following:
 - 20.2.6.1 Equivalent units must be approved in advance by the appropriate Immediate Management Supervisor. In the event the Immediate Management Supervisor disapproves, an appeal may be taken to the Professional Growth and Development Committee for a final decision. After completion of the activity, verification must be submitted to the Vice Chancellor of Human Resources.
 - 20.2.6.2 Activity participated in must be directly related to the area in which a Unit Member is assigned or is to be assigned on request of the Immediate Management Supervisor.
 - 20.2.6.3 Equivalent units must be earned in activities that will enable Unit Members to grow in knowledge and experience as it relates to their assignment.
 - 20.2.6.4 A Unit Member is eligible to apply for equivalent unit credit after completion of one (1) semester of service in the District.
 - 20.2.6.5 No more than one-half (1/2) of the total number of units required for each class advancement may be equivalent units. Any excess equivalent units earned while a Unit Member is attempting to qualify to advance to a specific class may not be used to satisfy the requirements necessary for any further advancement.
 - 20.2.6.6 A Unit Member may not receive equivalent units for activities of a repetitious nature during subsequent school years.
 - 20.2.6.7 Equivalent units must be earned in one (1) or more of the following activities, must adhere to the restrictions noted, and cannot be earned during the hours required under the appropriate Load Sections.
 - 20.2.6.7.1 For related work experience, one (1) equivalent unit of credit may be granted for each forty (40) hour week of full-time approved employment. One-half (1/2)

unit may be granted for twenty (20) hours per week. Less than twenty (20) hours per week will not be considered. Work experience credit will not be granted for the following: writing for publication; employment duplicating an assignment in the District; employment by relatives; self-employment; teaching at any level; work where the applicant is employed and paid by the District.

20.2.6.7.2 For industry-sponsored courses, adult education classes, commercial classes, professional conferences, or in-service training programs, one (1) equivalent unit of credit may be granted for every twenty (20) hours of attendance in approved and successfully completed courses or programs.

20.2.6.8 Unit Members with a four (4) year baccalaureate degree and three (3) years of graduate law school, terminating in the degree of LLB/JD, will receive the doctorate recognition amount and placement.

20.3 STEP ADVANCEMENT

20.3.1 All full-time Unit Members and Unit Members on continuous pro-rata contracts shall be granted a step increment for the next academic year if, during the previous academic year, the Unit Member served in paid status on the Regular and Contract Faculty Salary Schedule (Appendix A) for at least seventy-five (75) percent of the Unit Member's regular contractual number of days for the academic year.

20.3.2 Advancement by a Unit Member to Steps 16 and 25 shall take place provided the Unit Member has satisfied the criteria in section 20.3.1 for three (3) step increments subsequent to placement on Steps 13 and 22, respectively. Advancement by a Unit Member to Steps 18, 20, 22 and shall take place provided the Unit Member has satisfied the criteria in section 20.3.1 for two (2) step increments subsequent to placement on Steps 16, 18 and 20, respectively.

20.4 COMPENSATION FOR SATURDAY ASSIGNMENT

20.4.1 For each duty day during a regular semester where duties are assigned on Saturday as part of a Unit Member's regular contract workload, the Unit Member shall receive additional compensation for that day in an amount equal to the Unit Member's annual salary on the Regular and Contract Faculty Salary Schedule divided by sixteen hundred fifty (1650).

20.4.2 This provision does not apply to any work done as an overload assignment, or as an intersession or other assignment not scheduled during the regular semesters.

20.5 COMPENSATION FOR ADDITIONAL DUTY

20.5.1 Pay for additional duty shall be determined as specified by the appropriate salary schedule.

20.5.2 A Unit Member whose assigned schedule results in excessive work hours which would significantly exceed the number of duty days satisfying the District's requirements under the Education Code shall be paid off a pro-rata basis of the regular contract salary schedule.

20.5.3 Based on a normal teaching load of thirty (30) units per year or fifteen (15) units per semester or the equivalent normal load determined by hours per week, Unit Members will be allotted reassigned time amounting to the current policy.

20.5.4 Compensation for additional duty not heretofore described shall be determined by negotiation with the Association.

20.5.5 Athletics

20.5.5.1 The workload for head football, basketball, track and field, baseball and softball coaches (men and women) shall be additional fifteen (15) days compensation.

20.5.5.2 The workload for other head coaches shall be an additional thirteen (13) days compensation.

20.5.5.3 The workload for assistant coaches of football, basketball, track and field, baseball and softball shall be an additional eleven (11) days compensation.

20.5.5.4 The workload for all other assistant coaches shall be an additional eight (8) days compensation.

20.5.6 Theater

20.5.6.1 The workload for Theater Technical Director and Managing Director of Theater Programming shall be an additional fifteen (15) days compensation.

20.5.6.2 The workload for Resident Designer shall be an additional thirteen (13) days compensation.

20.5.6.3 The workload for Artistic Director-Resident Theater Company shall be an additional eleven (11) days compensation.

20.5.6.4 The workload for Directors of Drama/Musical Productions, Director of High School Conservatory, and Coordinator of High School Theater Festivals shall be an additional six (6) days compensation.

20.5.7 Music

20.5.7.1 The workload for Directors of Concert Choir, Bravo Ensemble, Jazz Band, Dixie Band, and Orchestra, shall be an additional eleven (11) days compensation.

20.5.7.2 The workload for Directors of Community Band, Concert Band, Chamber Signers, and Vocal Jazz Ensemble shall be an additional eight (8) days compensation.

20.5.7.3 The workload for Directors of Master Chorale, Collegiate Choral and Jazz Ensemble shall be an additional six (6) days compensation.

20.5.8 Dance

The workload for Directors of Dance Production Performances shall be an additional eight (8) days compensation.

20.5.9 Forensics

The workload for Forensics Coach shall be an additional eleven (11) days compensation.

20.5.10 Journalism

The workload for Campus Student Newspaper Advisor shall be an additional six (6) days compensation.

ARTICLE 21

EMPLOYEE BENEFITS

21.1 HOSPITALIZATION AND MEDICAL CARE PLAN

21.1.1 The District is currently a participating agency in the CalPERS Hospital and Medical Care plan which allows eligible Unit Members to select from several plans for their hospitalization and medical care.

21.1.2 The District will pay the full cost of the employee-only premium for eligible Unit Members employed fifty (50) percent or more. Effective January 1, 2023, the District will contribute a maximum up to \$8,494.00 annually towards plus one dependent care medical premiums. Effective January 1, 2023, the District will contribute a maximum up to \$13,590.00 annually towards family plan medical premiums. Any additional premiums for dependent medical will be paid by the Unit Member by automatic payroll deductions in accordance with established District payroll procedure. This contribution is separate and distinct from the fringe benefit allowance.

If the Kaiser Other Southern California rate increases in excess of \$8,494.00 or \$13,590.00 effective January 2023, the District will increase the District contribution for employee plus one dependent and family for the 2023 benefit year, not to exceed the 2022-2023 funded COLA percentage.

If the Kaiser Other Southern California rate increases in excess of the January 2024 District contribution amounts effective January 2024, the District will increase the District contribution for employee plus one and family for the 2024 benefit year, not to exceed the 2023-2024 funded COLA percentage.

21.1.3 An eligible Unit Member who elects not to participate in the District's hospitalization and medical care plan will receive an addition of three hundred (300) dollars to the annual discretionary fringe benefit allowance.

21.2 FRINGE BENEFIT ALLOWANCE

21.2.1 The District will provide an annual fringe benefit allowance, in the amount negotiated by the parties (the current rate is \$2,646.10) to eligible Unit Members. The amount of the allowance shall be prorated based on the Unit Member's percentage of employment.

21.2.2 The fringe benefit allowance for eligible Unit Members will be paid as compensation. This allowance may be allocated towards the NOCCCD Section 125 Plan and/or a qualified tax sheltered annuity. The fringe benefit allowance may be allocated toward the premium cost(s) of optional benefits for any District approved vendor.

21.2.3 The total cost of the Unit Member's benefit choice(s) exceeding the Unit Member's own medical premium will be deducted from the Unit Member's paycheck in accordance with established District payroll procedure.

21.2.4 Selection of a 403(b) or 457 investment plan option must be from the list of approved District vendors. Unit Members may contact the District's Third Party Administrator, for options and enrollment documents. Unit Members are responsible for contacting the investment company and completing the necessary paperwork to establish an account.

21.3 RETIREE BENEFITS

21.3.1 Unit Members who were hired by the District prior to July 1, 1993, shall be entitled to District-paid post-retirement medical benefits if the Unit Member has fulfilled the requirements to receive a retirement benefit under the State Teachers Retirement System or the Public Employees Retirement System and retires within 120 days of separating from the District.

21.3.2 Unit Members hired by the District on or after July 1, 1993, shall be entitled to District-paid post-retirement medical benefits if the Unit Member:

- 21.3.2.1 has been employed full-time, one-hundred (100) percent by the District with a minimum of fifteen (15) years of District credited service; or
 - 21.3.2.2 is an eligible part-time Unit Member, employed less than one hundred (100) percent, who qualifies for District-maintained contributions for employee health plan premiums and retires from the District with District service accumulated pro-rata equivalent to one-hundred (100) percent employment at fifteen (15) years, or twenty (20) years of District credited service, whichever is sooner.
 - 21.3.2.3 Unit Members who qualify for disability retirement under the State Teachers Retirement System or the Public Employees Retirement System shall qualify for one-hundred (100) percent District-paid post-retirement medical benefits as if they had qualified under the provisions of section 21.3.1 or 21.3.2.
- 21.3.3 Unit Members hired by the District to begin work on or after July 1, 2021, shall be entitled to District-paid post-retirement medical benefits if the Unit Member:
- 21.3.3.1 has been employed by the District and retires with a minimum of fifty (50) years of District credited service or
 - 21.3.3.2 Unit Members who qualify for disability retirement under the State Teachers Retirement System or the Public Employees Retirement System shall qualify for one-hundred (100) percent District-paid post-retirement medical benefits as if they had qualified under the provisions of section 21.3.1.
- 21.3.4 For the purpose of application with respect to the provisions of sections 21.3.2.1 and 21.3.2.2, or sections 21.3.3.1 and 21.3.3.2, the employment of the Unit Members who participate in the Reduced Workload Program as provided in Article 19 of this Agreement is part-time employment. Credit toward the fifteen-year or fifty-year service requirement will be accumulated on a proportionate basis, prorated by the annual percentage of employment for each year of participation in the Reduced Workload Program.
- 21.3.5 Additionally, subject to the provisions of the California Government Code and CalPERS regulations this plan pays the premium for the hospitalization and medical care plan for a spouse who becomes an annuitant of the Public Employees Retirement System or the State Teachers Retirement System as a result of the death of the retiree. For purposes of this section, "spouse" includes the domestic partner of an annuitant as defined by section 297 of the California Family Code.

21.4 DOMESTIC PARTNERS

- 21.4.1 Domestic partners of eligible Unit Members or annuitants of the District, as defined by section 297 of the California Family Code, shall be eligible to enroll in the District's CalPERS Hospital and Medical Care plan, subject to the provisions of the California Government Code and CalPERS regulations.
- 21.4.2 Domestic partners of eligible Unit Members or annuitants of the District, as defined by section 297 of the California Family Code, shall be eligible to enroll in the District's dental and vision insurance plans, subject to the regulation of the plan providers.
- 21.4.3 Where an eligible Unit Member elects to enroll a qualified domestic partner in the CalPERS Hospital and Medical Care plan, or in a District dental or vision insurance plan, the cost of the premiums for the domestic partner's dependent coverage shall be paid by after-tax salary deductions from the Unit Member's paycheck. Deductions will be made in accordance with District payroll procedures. No portion of the Unit Member's discretionary fringe benefit allowance may be used to pay premium costs for hospital and medical care, dental or vision coverage or other benefits for a domestic partner.

21.5 DISTRICT INSURANCE AND BENEFITS COMMITTEE

- 21.5.1 The Association shall be entitled to appoint four (4) members to the District Insurance and Benefits Committee with the understanding that the total membership of the District Insurance and Benefits

Committee shall not exceed eleven (11).

21.5.2 No new plan will be instituted for Unit Members unless that plan has been presented to the District Insurance and Benefits Committee for feedback and input, and approved by the Board of Trustees.

21.5.3 No existing plan will be modified or dropped solely by the District unless such action has been presented to the District Insurance and Benefits Committee for feedback and input, and approved by the Board of Trustees.

21.5.4 While the Association may negotiate the amount of fringe benefits, the District Insurance and Benefits Committee will recommend specific carriers.

21.5.6 For the term of this Agreement, the present policy concerning faculty passes to college events will remain in effect.

21.5.7 Parking for each Unit Member will be granted in the designated areas at no charge.

21.6 LIFE INSURANCE

21.6.1 The District will provide Term Life Insurance for Unit Members in the amount of \$50,000 effective January 1, 2017.

ARTICLE 22

DISTANCE EDUCATION

- 22.1 "Distance Education" or "Distance Learning" is defined as any form, electronic or otherwise, of teaching and learning where the teacher and the student are not in the same room at the same time.
- 22.2 Unit Members may voluntarily assume distance education assignments, either as part of the regular contract workload, or as overload. Unit Members assigned to teach distance education courses shall receive the same load credit as if the course were taught in the traditional method. No form of extra remuneration, including reassigned time, shall be awarded in conjunction with the teaching of any distance education course.
- 22.3 At the discretion of the District and subject to funding availability, a Unit Member may be eligible for compensation on a one-time basis, for completion of approval course work and training in the pedagogy and technology of online teaching, which may include the development of an online course as an integral component of such course work or training. Except as provided above, no stipend or reassigned time shall be awarded in conjunction with the development of any distance education course at this time.
- 22.4 Unit Members assigned distance education courses shall adhere to District and /or campus standards, format and procedures applicable to distance education courses (e.g., use of prescribed course management software).
- 22.5 The Association or the District party may initiate negotiations at any time on the issue of distance education.

ARTICLE 23

LOAD BANKING

- 23.1 Where a Unit Member assumes an overload assignment or an intersession assignment as provided in Article 9 and Article 10 of this Agreement, respectively, the Unit Member may elect to “load bank” or accumulate all or a portion of the assignment, in lieu of receiving current compensation, for future use as paid load banking leave during a regular semester.
- 23.2 LOAD BANKING OF ASSIGNMENTS
- 23.2.1 Load banked assignments may accumulate indefinitely. However, accumulated load banked assignments may not exceed the equivalent of the minimum regular contract workload for one (1) semester for credit instructors. For counselors, librarians and noncredit instructors accumulated load banked assignments may not exceed one-half the number of hours comprising the Unit Member’s annual regular contract workload.
- 23.2.2 Whenever a Unit Member’s accumulated load banked assignments equal the maximum, no further load banking of assignments shall be permitted.
- 23.2.3 A Unit Member may not load bank an overload assignment assumed in any regular semester during which the Unit Member is using load banking leave.
- 23.3 Request to Load Bank Assignment. A Unit Member who wishes to load bank an overload or intersession assignment in lieu of receiving current compensation shall submit a completed District *Request to Load Bank Assignment(s)* form to the Unit Member’s Immediate Management Supervisor, not later than one week prior to the extended day payroll deadline for the semester during which the assignment is scheduled.
- 23.4 LOAD BANKING LEAVE
- 23.4.1 A tenured Unit Member may use accumulated load banked assignments as paid load banking leave to reduce the Unit Member’s regular contract workload in one (1) or more regular semesters. A probationary Unit Member may load bank assignments as provided herein, but may not use accumulated load banked assignments for a reduction of load (“load banking leave”) during the Unit Member’s probationary period.
- 23.4.2 A Unit Member may not take a full (100%) load banking leave more often than once every three (3) academic years.
- 23.4.3 During any semester/term for which banked leave is used, the Unit Member shall continue to receive pay, including fringe benefits, retirement system contributions, and other payroll contributions proportionate to the Unit Member’s total regular workload, including the load banking leave.
- 23.4.4 Request for Load Banking Leave. A Unit Member who wishes to use accumulated load banked assignments for load banking leave shall submit a completed District Request to Withdraw Load Banking Credit form to the Unit Member’s Immediate Management Supervisor not later than the established time of scheduling for the regular semester during which the leave is requested. A request for load banking leave, and the amount of leave that may be granted pursuant to the request, shall not exceed the balance of load banked assignments earned and accrued at the established time of scheduling for the regular semester during which the leave is requested.
- 23.4.5 Every effort shall be made to accommodate the Unit Member’s request for load banking leave; however, it is recognized that the District shall have the right to approve or deny a Unit Member’s request for load banking leave based on the program needs of the department, as determined by the District. Denial of a request for load banking leave shall be made in writing and shall not be arbitrary or capricious.
- 23.4.6 Where two or more Unit Members from the same division or department/area request load banking leave during the same regular semester and all cannot be accommodated, the Unit Members who have not previously taken load banking leave shall have first priority for consideration, in order of seniority based

on the date of employment as a Unit Member. Unit Members who have previously taken load banking leave shall have second priority for consideration, with those who have taken leave most recently being the last to receive consideration.

23.5 USE OF LOAD BANKED ASSIGNMENTS IN CONJUNCTION WITH SABBATICAL LEAVE

A Unit Member may use load banked assignments as load banking leave in conjunction with a sabbatical leave that is compensated at less than one hundred (100) percent of the Unit Member's regular contract salary. The compensation for the load banking leave shall not, when added to the compensation for the sabbatical leave, cause the Unit Member's compensation to exceed one hundred (100) percent of the Unit Member's regular contract salary.

23.6 PAYMENT FOR UNUSED LOAD BANKED ASSIGNMENTS

23.6.1 Payment for unused accumulated load banked assignments will be made only in the event of a Unit Member's termination of employment with the District as a Unit Member. Payment for each unused load banking assignment will be made at the rate of payment for the assignment in effect at the time the assignment was load banked. The value of unused accumulated load banked assignments shall constitute a liability of the District, payable to the Unit Member or the Unit Member's estate.

23.6.2 The District will provide an annual statement of account to Unit members who have accumulated unused load banked assignments, indicating the assignments banked and the value of the assignments as of the statement date.

ARTICLE 24

GRIEVANCE PROCEDURE

24.1 PURPOSE

It is the intent of the District and the Association to promote and improve their relationship by encouraging the prompt resolution of all problems arising during the course of their relationship. Accordingly, it is the purpose of this grievance procedure to provide an orderly and equitable means by which such problems that arise from this Agreement can be resolved in an expeditious, amicable, and decisive manner.

24.2 DEFINITIONS

24.2.1 "Association Grievance Representative" means a designated Association representative, appointed for the purpose of assisting Unit Members with the processing of the grievances.

24.2.2 A "day" is a weekday on which the central administrative office of the District is regularly open for business.

24.2.3 "Grievance" means a complaint by a Unit Member or the Association alleging a violation, misinterpretation, or misapplication, by the District or its representatives, of a provision of this Agreement, District policy, practice or procedure. A grievance may include an alleged violation of procedures in relation to evaluation of an employee, but may not include inquiry into the substantive findings of the employer contained in such an evaluation.

24.2.4 "Grievant" means a Unit Member or group of Unit Members, or the Association, making such a complaint.

24.2.5 "Immediate Management Supervisor" means the first level academic administrator to whom a Unit Member reports.

24.2.6 "Party in Interest" means any person or persons who might be required to take action or against whom action might be taken in order to resolve a grievance, and shall include the appropriate Association and District-designated representatives.

24.2.7 "Respondent" means an administrative employee to who a grievance is directed, either initially, or on appeal.

24.3 GENERAL PROVISIONS

24.3.1 Time and Place of Meetings

Any meetings or hearings necessary to administer this procedure shall be conducted at a time and place which will afford all appropriate Parties in Interest a reasonable opportunity to attend.

24.3.2 Designated Representatives

During any step of the grievance process including arbitration, a Grievant shall be entitled to Association representation at all grievance meetings conducted pursuant to the provisions of this Article. A Grievant shall also be entitled to represent himself/herself, but may not be represented by any other person than an Association representative(s), unless authorized by the Association. The District may be represented by any person(s) or agent(s) designated by the District to act on its behalf.

24.3.3 Notification Process

24.3.3.1 Notification to Grievant

Notification of a grievance decision or a grievance appeal decision by the District to the Grievant shall be by personal delivery or by certified mail to the Grievant's current mailing address as reflected in the District's records.

24.3.3.2 Notification to Association

Notification of a grievance decision or a grievance appeal decision by the District to the Association shall be by personal delivery or by intradistrict mail in a sealed envelope marked "confidential" to the Association Grievance Representative or by telephone call allowing the Association Grievance Representative to collect the notice in person.

24.3.3.3 Notification to the District

Filing of a grievance or grievance appeal by a grievant or by the Association, or filing of notice by the Association of its intent to proceed to arbitration, shall be by personal delivery or by certified mail to the Vice Chancellor of Human Resources.

24.3.4 Time Limits

24.3.4.1 All grievances must be processed within a reasonable time not to exceed the time limits specified at each step of the Grievance Procedure. Any time limits specified in this procedure may be modified by mutual written agreement between the Vice Chancellor Human Resources or designee and the Association.

24.3.4.2 Failure of the Grievant, at any step of the procedure, to take any required action within the prescribed time limits shall be deemed to be an acceptance of the decision rendered at that step.

24.3.4.3 Failure of the district, at any step of the procedure, to take any required action within the prescribed time limits shall constitute a judgment in favor of the Grievant.

24.3.5 Information and Evidence

24.3.5.1 All data, records, information, and identification of parties necessary to the processing of a grievance shall be made available to the appropriate Parties in Interest in an expeditious and timely manner. All documents, communications and records dealing with the processing of a grievance which are not properly part of any personnel file shall be maintained in a separate grievance file and shall not become part of the personnel file of any Unit Member during the grievance process.

24.3.5.2 No person involved in resolving a grievance shall consider any written materials other than those submitted and made available to both the Grievant and the District as part of the grievance procedure.

24.3.6 Fees and Expenses

The parties shall bear their own costs and expenses, except for the following:

24.3.6.1 The cost for the services of the arbitrator and the court reporter, including but not limited to, per diem expenses, travel and subsistence expenses, and the cost of any off-site hearing room, shall be shared equally by the District and the Association.

24.3.6.2 The cost of obtaining a transcript shall be shared equally by both parties if a transcript is requested by the arbitrator. Otherwise the cost shall be paid by the party requesting the transcript.

24.3.6.3 The Grievant shall have reasonable access to clerical and secretarial services under authorization of the appropriate supervisor.

24.3.7 Grievance Forms

The Grievance Form, Grievance Appeal Form, and the Grievance Arbitration Appeal form are located in Appendix J.

24.3.8 Informal Resolution

Prior to filing a grievance, a Grievant may attempt to resolve the issue with the appropriate respondent. However, this does not extend the prescribed time limitation for filing a grievance as set forth below.

24.4 PROCEDURES

24.4.1 Level of Initiation

24.4.1.1 Level One – If a grievance arises from any action or inaction at the level of the Immediate Management Supervisor, the grievance shall initiate with the Immediate Management Supervisor as respondent.

24.4.1.2 Level Two – If a grievance arises from any action or inaction at the campus level, the grievance shall initiate with the President as respondent.

24.4.1.3 Level Three – If a grievance arises from any action or inaction at the district level, the grievance shall initiate with the Vice Chancellor of Human Resources as respondent.

24.4.2 Initial Filing of Grievance

24.4.2.1 A grievance may be filed on any day, as defined in section 24.2.2 of this Agreement, and may refer to violations which are alleged to have occurred on a duty day, or on days other than duty days.

24.4.2.2 Where a grievance is initiated after the fourteenth (14th) week of a semester or is initiated during any intersession, the obligations of the parties with respect to the processing of the grievance shall be suspended, and the specified time limits governing the grievance procedure shall begin to run as of the first day of the next regular semester/term, unless the parties agree otherwise in writing.

24.4.2.3 Except with respect to a grievance arising in conjunction with the application of the provisions of Article 17 of this Agreement as provided below, within forty (40) days from the time the Grievant knew, or by reasonable diligence should have known, of the event or condition giving rise to the grievance, the Grievant shall file a grievance by submitting a completed Grievance Form (Appendix J.1) to the Vice Chancellor of Human Resources.

Any grievance arising in conjunction with the application of the provisions of Article 17 of this Agreement shall be filed within ten (10) days from the time the Grievant knew, or by reasonable diligence should have known, of the event or condition giving rise to the grievance, by submitting a completed Grievance Form (Appendix J.1) to the Vice Chancellor of Human Resources.

A grievance shall not be valid for consideration unless it is submitted in writing on the prescribed grievance form and contains the following information:

24.4.2.3.1 citation of the specific articles(s) and section(s) of the Agreement alleged to have been violated, misapplied, or misinterpreted;

24.4.2.3.2 a clear and concise description of the nature and grounds of the grievance and the specific manner in which the cited article(s) and section(s) of the Agreement are alleged to have been violated, misapplied, or misinterpreted;

24.4.2.3.3 the specific action(s) requested of the District which will remedy the grievance.

24.4.2.4 Within three (3) days after receipt of the Grievance Form, the Vice Chancellor of Human Resources shall forward a copy of the grievance to the Association.

- 24.4.2.5 Within ten (10) days after receipt of the completed Grievance Form, if requested by the Grievant on the Grievance Form, the Vice Chancellor of Human Resources or designee will contact the Grievant or the Grievant's designated representative to schedule a meeting in an effort to resolve the grievance.
- 24.4.2.6 Within ten (10) days after the meeting as specified in section 24,4,2,5 or within ten (10) days after receipt of the completed Grievance Form, if no meeting is requested by the Grievant, the respondent or designee shall provide the Grievant and the Association with a written decision regarding the grievance, including an explanation of the reasons therefore. The written decision shall be made upon the Grievance Form.
- 24.4.2.7 Within ten (10) days after receipt of the written decision of the respondent or designee, if not satisfied with the disposition of the grievance, the Grievant may appeal the grievance to the next level.

24.4.3 Appeal

- 24.4.3.1 Except in the case of a request for arbitration, an appeal to the next level must be filed, by submitting to the Vice Chancellor of Human Resources within ten (10) days after receiving the written decision at the previous level, a completed Grievance Appeal Form (Appendix J.2) which shall include as attachments complete copies of all processed grievance forms and other documents of an evidentiary nature. A grievance appeal shall not be valid for consideration unless it is submitted in writing on the prescribed grievance appeal form.
- 24.4.3.2 Within ten (10) days after receipt of the completed Grievance Appeal Form, the respondent or designee shall provide the Grievant and the Association with a written decision regarding the grievance, including an explanation of the reasons therefore.
- 24.4.3.3 Where a grievance has been processed at Level Three and the Grievant is not satisfied with the disposition of the grievance, the Grievant may request the Association to submit the grievance to arbitration by completing the Grievance Arbitration Appeal form (Appendix J.3). The decision to proceed to arbitration shall be at the discretion of the Association.

24.5 ARBITRATION

- 24.5.1 If the Association decides to proceed to arbitration, it shall, within twenty (20) days of receipt after receipt of the written decision of the District in response to a grievance that has been processed at Level Three, notify the Vice Chancellor of Human Resources in writing.
- 24.5.2 Within ten (10) days after receipt by the District of the Association's notification of intent to proceed to arbitration, the District and the Association shall attempt to agree upon a mutually acceptable arbitrator and obtain a commitment from said arbitrator to serve.
- 24.5.3 If the District and the Association cannot mutually agree upon the selection of an arbitrator within the specified period of time, the District and the Association shall each submit five (5) names of persons experienced in hearing grievances involving public schools within ten (10) days. Each party shall alternately strike a name until there is one name remaining. The remaining name shall be the arbitrator. The party that strikes first shall be determined by lot.
- 24.5.4 Advocates for the parties in arbitration shall exchange all documentary material to be entered as evidence at least five (5) days before the first day of hearing. The names of witnesses shall be exchanged at least five (5) days before the first day of hearing. Prior to arbitration, the Association and the District shall have equal access to documents and records that will assist in adjusting the grievance, as mutually determined by the parties. These provisions may be modified or waived by mutual agreement of the District and the Association.
- 24.5.5 The arbitration hearing shall be private. Attendance shall be limited to the parties to the grievance and their representatives. Witnesses shall attend only while testifying.

24.5.6 If any question arises as to the arbitrability of the grievance, such question will be ruled upon by the arbitrator and shall first be decided by the arbitrator before consideration of the merits of the grievance.

24.5.7 The arbitrator's decision will be in writing and will set forth the findings of fact, reasoning and conclusions of the issue submitted. The arbitrator will be without power of authority to make any decision which requires the commission of an act prohibited by law or which violates the terms of the Agreement. However, it is agreed that the arbitrator is empowered to include in any award such financial reimbursement or other remedies as are consistent with the Agreement.

24.5.8 The arbitrator shall have no power to add to, subtract from, disregard, or modify the terms of this Agreement. The arbitrator shall be restricted from making a recommendation that is not based on a violation or inequitable application of the Agreement. The decision of the arbitrator will be submitted to the Association and to the District and will be final and binding upon the parties.

24.6 EXPEDITED ARBITRATION

By mutual agreement of the District and the Association, the arbitration may be held under the Expedited Rules of the American Arbitration Association. Notice of such option shall accompany the Demand for Arbitration.

24.7 CONSOLIDATION OF GRIEVANCES IN ARBITRATION

By mutual agreement of the District and the Association, grievances of a similar or like nature may be joined in a single arbitration procedure. The arbitrator's decision shall be final and binding upon all parties to the consolidated arbitration.

24.8 NO REPRISALS

No reprisals of any kind will be taken by the Chancellor or by any member or representative of the administration or the Board against any aggrieved party, any Party in Interest, any member of the Association or any other participant in the grievance procedure by reason of such participation.

ARTICLE 25

RETRAINING

25.1 INTENT AND APPLICABILITY

- 25.1.1 In recognition of the District's investment in its tenured faculty, it is the intent of the District and the Association to establish procedures that will facilitate the retention and productive reassignment of tenured Unit Members where either demonstrable declines in enrollment specific to a program/area are, or are projected to be, such that the services of all tenured Unit Members regularly assigned within a program/area cannot be supported, or when the District determines to eliminate a particular kind of service which in effect eliminates the need for the services of tenured Unit Members assigned within a program/area.
- 25.1.2 The need for a reduction in force on the basis of declining enrollment, or the decision to eliminate a particular kind of service, shall be determined by the President or designee, in consultation with the Immediate Management Supervisor, pursuant to the established campus process of program review.
- 25.1.3 The provisions of this Article shall not be applied or implemented in such manner as to be punitive or disciplinary in nature.

25.2 PRIORITY OF TRANSFER VERSUS RETRAINING

- 25.2.1 Where the need for a reduction in force is established pursuant to the provisions of section 25.1.2, the District shall first exercise its right to transfer Unit Members, on the basis of over staffing, in accordance with the provisions of Article 15.
- 25.2.2 Where the necessary reduction in force cannot be accomplished through transfer, affected Unit Members shall be offered the opportunity for retraining and reassignment consistent with the provisions of section 25.3.1.
- 25.2.2.1 Where retraining is to be implemented, the President or designee shall first solicit volunteers to undertake retraining. In the case of multiple volunteers, selection shall be at the discretion of the President or designee, in consideration of the provisions of section 25.3.1.
- 25.2.2.2 Where there are no volunteers, the Unit Member having the least seniority shall be offered retraining.

25.3 CONDITIONS OF RETRAINING

- 25.3.1 It is the intent of the District and the Association that where retraining is to be implemented, the cost to the District shall be minimized by retraining any affected Unit Member to the reassignment for which the Unit Member is most closely qualified, in consideration of the following:
- 25.3.1.1 the Unit Member's current qualifications, as assessed and confirmed by the District Office of Human Resources;
- 25.3.1.2 the reassignments within the District that could be configured through preemption of part-time, full-time overload and contract (probationary) assignments.
- 25.3.2 Assumption of retraining shall be voluntary, by mutual written agreement of the President or designee and the Unit Member, with the understanding that failure of the Unit Member to undertake retraining may culminate in loss of employment with the District. Agreement by the Unit Member to undertake retraining shall constitute agreement to comply with the conditions of the approved retraining plan and to assume the designate reassignment upon completion.
- 25.3.3 The Unit Member shall furnish the District with an acceptable bond indemnifying the District against loss, in the event the Unit Member fails to complete the approved retraining plan, in an amount equal to the sum of:

- 25.3.3.1 the estimated tuition and fees for which the Unit Member is eligible for reimbursement by the District as provided in section 25.6;
- 25.3.3.2 the estimated reassignment time to be accorded the Unit Member in conjunction with retraining, as provided in section 25.5, calculated as a percentage of the Unit Member's base salary.
- 25.3.4 Failure of the Unit Member to make reasonable progress toward the goal of retraining or to substantially comply with the conditions of the approved retraining plan shall result in loss of the right to reassignment under this Article and forfeiture of bond to the extent of any tuition/fee advancements and reimbursements and reassigned time actually utilized in conjunction with retaining.

25.4 RETRAINING PLAN

- 25.4.1 Subsequent to the selection and agreement of any Unit Member to undertake retraining, the President or designee shall, at the earliest opportunity, convene a meeting with the Unit Member and the appropriate Immediate Management Supervisor to develop a written retraining plan. Upon signed agreement of the parties and formal approval by the President or designee, such agreement shall constitute the approved retraining plan.
- 25.4.2 The retraining plan shall specify, but not be limited to, the following:
 - 25.4.2.1 the reassignment for which the Unit Member is to be retrained and the qualifications required for such reassignment;
 - 25.4.2.2 the Unit Member's current qualifications;
 - 25.4.2.3 the goal of the plan (e.g., upgrading of skills in a discipline currently held by the Unit Member, completion of minimum qualification requirements in another discipline(s), certification, etc.);
 - 25.4.2.4 the steps to be taken in accomplishing the goal of the retraining plan (e.g., college or university course work, job training, or other activities consistent with the goal of retraining);
 - 25.4.2.5 the criteria to be utilized in determining successful completion of each requirement of the plan;
 - 25.4.2.6 the time frame for completion of the plan;
 - 25.4.2.7 the conditions for provision of reassigned time and leave of absence, as provided in section 25.5, to be accorded the Unit Member in order to accomplish the retraining requirements.
- 25.4.3 A copy of the approved retraining plan shall be forwarded to the President or designee, the Association President and the District Office of Human Resources.

25.5 REASSIGNED TIME AND LEAVE OF ABSENCE IN CONJUNCTION WITH RETRAINING

- 25.5.1 In conjunction with the approved retraining plan, the Unit Member shall be entitled to reassigned time not to exceed one (1) FTE, to be utilized as necessary during the term of the retraining.
 - 25.5.1.1 Unit Members receiving reassigned time for purposes of retraining shall continue to receive full salary and benefits, and shall retain all seniority and tenure rights within the District.
 - 25.5.1.2 The District and the Association hereby agree that for each one (1) FTE of cumulative reassigned time utilized in any academic year for purposes of retraining, the number of sabbatical leaves for the succeeding academic year shall be reduced by one (1). Where the cumulative reassigned time utilized for purposes of retraining in any academic year is less than one (1) FTE, the number of sabbatical leaves for the succeeding year shall be reduced by one (1), with the understanding that further reduction in the number of sabbatical leaves shall not be made until such time as the cumulative reassigned time actually utilized exceeds one (1) FTE.

25.5.1.3 The District shall provide the Association with an annual report of the reassigned time utilized in connection with retraining plans.

25.5.2 In addition to reassigned time, where necessary to accomplish the requirements of an approved retraining plan, the Unit Member shall be entitled to an unpaid professional leave of absence in accordance with the provision of Article 13, section 13.7, et seq.

25.6 REIMBURSEMENT FOR COSTS OF RETRAINING

25.6.1 Where the approved retraining plan specifies completion of college or university course work, the Unit Member shall be eligible for reimbursement by the District for the actual costs of tuition and fees, not to exceed the California State University rate for equivalent units of course work. Where the required course work is offered only at a University of California and that University of California is within a sixty (60) mile radius of the District office, the Unit Member shall be eligible for reimbursement at that rate.

25.6.2 Reimbursement shall require successful completion of course work and verification by transcript, grade report, or equivalent documentation.

25.6.3 Course work for which tuition and fees are reimbursed by the District may not be applied toward advancement on the salary schedule; however, course work for which the Unit Member elects to bear the expense may be used for advanced salary placement.

25.6.4 Upon request of the Unit Member, the District shall advance fifty (50) percent of the tuition and fees for any approved term of study, with the remainder to be reimbursed upon successful completion and verification as provided in section 25.6.2.

25.7 RIGHT OF UNIT MEMBER TO RETURN TO PROGRAM/AREA

25.7.1 At the time the determination of the need for retraining is made, the Immediate Management Supervisor shall establish, for the affected program/area, a base allocation of teaching units (or equivalent workload measure). Notice of such determination shall be forwarded, in writing, to all affected Unit Members, the Association President, and the District Office of Human Resources.

25.7.2 If the diminished program/area grows, for two (2) consecutive semesters, to the equivalent of a full-time workload above the base allocation, then:

25.7.2.1 where any Unit Member has completed retraining and has been reassigned, the Unit Member shall have the right to return to the original program/area;

25.7.2.2 where any Unit Member is in the process of retraining, the Unit Member shall have the right, after completion of any course work in progress, to cease the retraining plan and return to the original program/area.

25.7.3 Where the provisions of section 25.7.2 apply, the President or designee shall provide the Unit Member with written notification of the right to return, not later than the fourth week of the semester/term prior to the semester/term for which the Unit Member would be entitled to resume assignment within the original program/area. Where the Unit Member is so notified and declines, in writing, or fails to respond within thirty (30) calendar days, such action shall constitute a waiver of any return rights under this Article.

25.7.4 Where more than one (1) Unit Member from a program/area has been reassigned under the provisions of this Article, the right of Unit Members to return to the original program/area shall be in order of greatest seniority.

25.7.5 The provisions of section 25.7.2 notwithstanding, a Unit Member may resume assignment within the original program/area without liability to the Unit Member, under such terms and conditions as may be established by mutual agreement of the Unit Member and the District.

ARTICLE 26

MINIMUM QUALIFICATIONS AND FACULTY SERVICE AREAS

26.1 MINIMUM QUALIFICATIONS

- 26.1.1 No person shall provide instruction or render service within a discipline in the District unless he/she possesses either of the following:
- 26.1.1.1 the minimum qualification for the discipline as established by the Board of Governors of the California Community Colleges or the equivalent, pursuant to the equivalency requirements and process of the District.
 - 26.1.1.2 a valid credential authorizing the performance of services or instruction in the California community colleges in a subject matter area assigned to the discipline.
- 26.1.2 A Unit Member who possesses the minimum qualifications for a discipline as established by the Board of Governors of the California Community Colleges or the equivalent, pursuant to the equivalency requirements and process of the District, shall be considered minimally qualified with respect to all courses and/or services assigned to the discipline.
- 26.1.3 A Unit Member who possesses a valid credential authorizing the performance of services or instruction in the California community colleges shall be considered minimally qualified with respect to all courses and/or services assigned to a discipline where the subject matter designation of the credential is the same title as that of the discipline; otherwise, the Unit Member shall be considered minimally qualified with respect to courses and/or services to the extent specifically authorized under the credential.
- 26.1.4 Qualification to provide instruction or render service in a discipline or area subject to the standards of a state and/or national accrediting or regulating agency shall require, in addition to the minimum qualifications as established by the Board of Governors of the California Community Colleges, possession of the minimum standards imposed by such agency.
- 26.1.5 For purposes of this Article, the following shall be considered disciplines, subject to the minimum qualifications delineated in Title 5 of the California Code of Regulations:
- 26.1.5.1 the funded noncredit subject matter areas;
 - 26.1.5.2 DSPS counseling;
 - 26.1.5.3 DSPS instruction, speech and language disabilities;
 - 26.1.5.4 DSPS instruction, credit, adapted physical education;
 - 26.1.5.5 DSPS instruction, credit, specialized;
 - 26.1.5.6 DSPS instruction, noncredit, specialized;
 - 26.1.5.7 EOPS counseling.
- 26.1.6 Discipline-specific computer applications subject matter, regardless of the manner of incorporation with respect to coursework within a discipline, shall not constitute a separate discipline. Provision of discipline-specific computer applications instruction shall require minimum qualification in the discipline of application.
- 26.1.7 A course of study, consisting of courses that are not all assigned within the same discipline, may be designated as an "interdisciplinary area"; however, such interdisciplinary area shall not constitute a discipline. Provision of instruction for any course within such an interdisciplinary area shall require possession of the minimum qualifications for the discipline to which the course has been assigned pursuant to the curriculum process of the District.

26.1.8 Grandfathering of Existing Faculty—Previous Service

Notwithstanding other areas of service for which he/she may qualify, a Unit Member employed by the District as of June 30, 1990, shall be deemed qualified and entitled to render service with respect to those courses and/or duties (or the equivalents) which the Unit Member has previously taught and/or performed within the District with proper authorization, providing the credential under which such service was rendered remains valid.

26.2 FACULTY SERVICE AREAS

26.2.1 Delineation

Faculty Service Areas within the District shall be the same as the state disciplines defined by the Board of Governors of the California Community Colleges.

26.2.2 Competency Criteria

26.2.2.1 A Unit Member shall be considered “competent” to render service in a Faculty Service Area if the Unit Member possesses either of the following:

26.2.2.1.1 the minimum qualifications or the equivalent for the discipline;

26.2.2.1.2 a valid credential authorizing service in the discipline.

26.2.3 Application for Additional Faculty Service Areas

26.2.3.1 By the first working day of December of each year, the District will notify each Unit Member of the Unit Member’s current Faculty Service Area designation(s), and the application process for registering Faculty Service Areas for which the Unit Member may be qualified.

26.2.3.2 Application for additional Faculty Service Areas must be made on or before February 15 in order for such designation(s) to apply during the next academic year.

26.2.3.3 Where the applicant clearly possesses the specified minimum qualifications or a credential which bears the same subject matter designated as the title of a discipline, the Office of Human Resources shall certify the applicant as meeting the requirements for the Faculty Service Area. In all other cases, the application shall be referred to the District Equivalency Committee for determination in accordance with the provisions of the policy on equivalency.

ARTICLE 27

COMPENSATION FOR SEARCH COMMITTEE SERVICE BEYOND REGULAR CONTRACT YEAR

27.1 Unit Members who serve on search committees during the regular semester while in paid status, including service while on a sabbatical leave, load banking leave, phase-in retirement, partial load reduction or other paid leave, will not receive additional compensation for such service. The provisions of this section include any such service performed by the Unit Members on weekends and holidays that fall within the semester.

27.2 Unit Members will be compensated for authorized search committee service (committee meetings and applications evaluated) which is performed during periods outside of the regular semesters (i.e., intersessions), provided the service is not performed during times when the Unit Member would otherwise be compensated. Such service shall be compensated hourly, at the laboratory rate according to the Regular and Contract Faculty Overload Teaching Salary Schedule (Appendix B).

27.2.1 Unit Members will be compensated for the number of applications evaluated as follows:

Number	Compensation
1-25	2 hours
26-50	4 hours
51-75	6 hours
76-100	8 hours
101-125	10 hours
126-150	12 hours
151-175	14 hours
176-200+	16 hours

27.3 Required Authorization

Unit Members must have written approval from the campus President or designee prior to performing any search committee service during periods outside their regular contract year. Search committee service performed without prior written authorization shall be deemed to have been performed as part of the regular contract workload and shall not be eligible for additional compensation.

ARTICLE 28

CREDIT INTERNSHIP/WORK EXPERIENCE PROGRAM

28.1 This Program outlines the duties, responsibilities, and compensation structure in assuming a Credit Internship/Work Experience assignment. This Program pertains specifically to Credit Internship/Work Experience. This Agreement is exclusive of the Anaheim Internship Mentoring Experience Program (AIME).

28.1.1 In accordance with Title 5 §58051(b), the student/instructor ratio in the work-experience education program shall not exceed 125 students per full-time equivalent academic instructor.

28.1.2 In accordance with Title 5 §55256.5 (d), work experience unit/hours are not lecture hours. Orientation hours may be incorporated as part of the work experience course.

28.1.3 All Internship/Work Experience courses are part of the existing state-approved curriculum and will enroll at least one (1) but no more than forty (40) students per faculty member per term.

28.2 COMPENSATION

Compensation for Internship/Work Experience for ALL programs is .125 LHE of the and Contract Overload lecture unit rate paid per enrolled student at census, regardless of the number of lab units associated with the course.

28.3 MILEAGE

Mileage reimbursement for Internship/Work Experience assignments will be in accordance with AP 7400 Travel and Conference Attendance.

28.4 DUTIES AND RESPONSIBILITIES

28.4.1 Understand and follow the Internship/Work Experience program guidelines and term timelines.

28.4.2 Revise course outlines of record to reflect accurately the nature of Internship/Work Experience. Internship/Work Experience unit/hours are lab hours.

28.4.3 Assure that all student employment is directly related to the Internship/Work Experience class in which the student is enrolled.

28.4.4 Determine that each participating student qualifies to be enrolled in an Internship/Work Experience course. Qualifications are:

28.4.4.1 Pursue a planned program in a major where Internship/Work Experience is available. This means the student has a major with goals decided and the Internship/Work Experience will assist in achieving his/her goals.

28.4.4.2 On-the-job learning experiences that contribute to their occupational or educational goals.

28.4.5 Evaluate and determine that each work site and job assignment is appropriate for the Internship/Work Experience student placement.

28.4.6 Refer and recommend students to possible employment opportunities or job placement as appropriate.

28.4.7 Assist each student in developing a minimum of three clearly defined on-the-job learning objectives to be completed successfully prior to the end of the term.

28.4.8 Maintain accurate records of each student's progress including attendance, days and hours worked, classroom assignments, roll books, final grades, in person employer conferences, student consultations, and student achievement evaluations.

- 28.4.9 Complete all required paperwork as outlined in the Internship/Work Experience Program Guidelines prior to the start of the Internship/Work Experience.
- 28.4.10 Complete all student liability forms and procedures prior to the student starting work. Worker's compensation for paid Internship/Work Experiences are covered by the employer offering the Internship/Work Experience. For unpaid Internship/Work Experiences, inform employers that the NOCCCD provides Worker's Compensation Insurance for Internship/Work Experience Students.
- 28.4.11 Confirm that all students and employers are aware of the procedures to be followed in the event of any injuries acquired on the job:
 - 28.4.11.1 Review the attached Manager's Procedures for Handling Work Related Injuries and Information about Worker's Compensation Claim Process. (For purposes of providing Worker's Compensation coverage to the student intern of unpaid Internship/Work Experience, the faculty member would be considered the "manager" and the student intern would be considered the "employee.").
- 28.4.12 Hold at least three (3) in-person student consultation meetings to maintain ongoing consultation, monitor overall progress, and support success. Document all student consultations.
- 28.4.13 Faculty members are responsible for in-person consultation at job site(s) with the employer or designated representative(s) to discuss students' educational goals before the start of the term or before census unless:
 - 28.4.13.1 faculty have been at the worksite within the last academic year;
 - 28.4.13.2 the student is repeating the course at the employer's worksite;
 - 28.4.13.2.1 the work site or organization has been the site of numerous previous assignments by other students of the College/District;
 - 28.4.13.3 the worksite location is greater than thirty (30) miles from the College;
 - 28.4.13.4 the faculty member and student are working in a virtual office. Under one of these circumstances outlined above, the faculty member may use alternative means to consult, such as telephone, teleconference, or email/internet.
- 28.4.14 Faculty members are responsible for a second in-person job site consultation with the employer or designated representative(s) to discuss students' educational growth at the midpoint of the term unless:
 - 28.4.14.1 they have been at the worksite within the last academic year;
 - 28.4.14.2 the student is repeating the course at the employer's worksite;
 - 28.4.14.3 the work site has been the site of numerous previous assignments by other students of the College/District;
 - 28.4.14.4 the worksite location is greater than thirty (30) miles from the College;
 - 28.4.14.5 the faculty member and student are working in a virtual office.
 - 28.4.14.6 Under one of these circumstances outlined above, the faculty member may use alternative means to consult, such as telephone, teleconference, or email/internet.
- 28.4.15 Prior to the end of the term, discuss with the employer the work place portion of the evaluation including:
 - 28.4.15.1 Successful completion of the required number of work hours;

- 28.4.15.2 Successfully meeting the three on-the-job learning objectives, and the methods used to evaluate the objectives;
- 28.4.15.3 Completion of any additional required assignments and paperwork.
- 28.4.15.4 The faculty member can conduct this discussion with the employer in person, telephone, teleconference or email/internet.

28.5 Submit grades and all required paperwork, fully completed to the Division office per the term timelines.

ARTICLE 29

EXTENSIVE LABORATORY

29.1 EXTENSIVE LABORATORY AGREEMENT

- 29.1.1 Laboratory courses are established as “extensive” through the approval process outlined in this Article and the Extensive Laboratory Application, Definition Criteria, Classification Rubric, and Classification Checklist found in Appendix L.
- 29.1.2 The laboratory hour for all courses established as Extensive Laboratory shall be compensated at 1 to 1 or 100% of a lecture hour.
- 29.1.3 All lab units/hours for Extensive Laboratory courses must be in compliance with current regulations and laws outlined in the Program and Course Approval Handbook (PCAH).
- 29.1.4 The implementation of approved Extensive Laboratory courses shall be effective Fall 2023.
- 29.1.5 The status of an Extensive Laboratory may be established or amended only with the approval of the Extensive Laboratory Committee (ELC).

29.2 EXTENSIVE LABORATORY COMMITTEE

- 29.2.1 The District Extensive Laboratory Committee, will be established to implement the recommended procedures and guidelines. The purpose of the ELC is as follows:
 - 29.2.1.1 Uphold the criteria and guidelines to identify extensive laboratory courses that qualify under the definitions.
 - 29.2.1.2 Solicit applications from departments.
 - 29.2.1.3 Review and evaluation applications
 - 29.2.1.4 Application approval or denial will be conducted based on consensus; majority vote will prevail.
 - 29.2.1.5 Report extensive laboratory approvals to the appropriate groups to ensure implementation.
- 29.2.2 The District ELC shall consist of five (5) tenured Unit Members and three (3) management team members for a total of eight (8) members as follows:
 - 29.2.2.1 One (1) tenured Unit Member from each campus (Cypress College and Fullerton College) appointed by each campus Faculty/Academic Senate.
 - 29.2.2.2 One (1) tenured Unit Member from each campus (Cypress College and Fullerton College) appointed by each Curriculum Committee.
 - 29.2.2.3 One (1) tenured Unit Member appointed by United Faculty.
 - 29.2.2.4 One (1) management team member from each campus and District Services (Cypress College, Fullerton College, and District Services).
 - 29.2.2.5 Committee members shall be appointed for a two-year term and may be reappointed to serve additional terms.
 - 29.2.2.6 The committee will appoint a chair from the faculty Unit Members.

29.3 TIMELINE

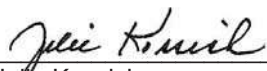
- 29.3.1 Before the end of the Spring semester, the ELC chair will inform each campus (Cypress College and Fullerton College) of the ELC scope and function relating to extensive laboratory evaluation and issue an invitation to departments with laboratory assignments to prepare applications and supporting documents that seek to apply for EL classification.
- 29.3.2 Unit Members/departments that wish to have the ELC consider designating one or more of their laboratory courses as EL with have until September 1 of each academic year to submit the applications and supporting documents.
- 29.3.3 The ELC will meet the first week of September each academic year to establish dates and deadlines for the review and approval process. These shall include meeting dates, deliberations, and deadlines for revisions, resubmissions, and final approvals.
- 29.3.4 Submitting Unit Members may be contacted by the ELC to meet with the committee to review the application and course materials if further clarifications are needed.

Signed and entered into this 31st day of March, 2022.

DISTRICT REPRESENTATIVES

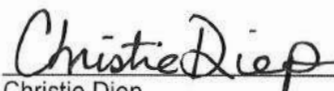


Irma Ramos
Vice Chancellor, Human Resources




Julie Kossick
Associate Vice Chancellor, Human Resources

ASSOCIATION REPRESENTATIVES



Christie Diep
United Faculty President



Mohammad Abdel Haq
United Faculty Lead Negotiator

APPENDIX A

REGULAR AND CONTRACT FACULTY SALARY
SCHEDULE

NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
REGULAR AND CONTRACT FACULTY ANNUAL SALARY SCHEDULE (195 DAYS)
 Effective July 1, 2022

<u>STEP</u>	<u>CLASS B</u>	<u>CLASS C</u>	<u>CLASS D</u>	<u>CLASS E</u>	<u>CLASS F</u>	<u>STEP</u>
1	85,591	89,366	93,139	96,904	102,154	1
2	85,591	89,366	93,139	96,904	102,154	2
3	85,591	89,366	93,139	96,904	102,154	3
4	89,366	93,139	96,904	100,683	105,923	4
5	93,139	96,904	100,683	104,451	109,698	5
6	96,904	100,683	104,451	108,225	113,467	6
7	100,683	104,451	108,225	111,999	117,238	7
8	104,451	108,225	111,999	115,771	121,013	8
9	108,225	111,999	115,771	119,537	124,785	9
10	111,999	115,771	119,537	123,313	128,557	10
11	115,771	119,537	123,313	127,084	132,332	11
12	119,537	123,313	127,084	130,857	136,096	12
13	123,313	127,084	130,857	134,627	139,872	13
16		130,857	134,627	138,402	143,646	16
18			138,402	142,175	147,416	18
20			142,175	145,940	151,187	20
22			145,940	149,718	154,956	22
25	127,084	134,627	149,718	153,490	158,730	25

- CLASS B Minimum Qualifications
- CLASS C Minimum Qualifications plus 18 semester units
- CLASS D Minimum Qualifications plus 36 semester units
- CLASS E Minimum Qualifications plus 54 semester units
- CLASS F Earned Doctorate

INITIAL SALARY PLACEMENT

Initial salary placement is established on the basis of the minimum qualifications for the discipline of initial assignment as a contract faculty member.

Initial CLASS placement is established using the candidate's highest academic degree specified in the minimum qualifications. Approved units beyond those used to satisfy the minimum qualifications may be used for advanced class placement; applicable coursework must be obtained from an accredited postsecondary institution.

Initial STEP placement is established on the basis of previous experience as an academic employee and related full-time occupational experience, exclusive of any years of experience used in meeting the minimum qualifications. A maximum of nine (9) years of step credit may be granted for any combination of the following:

One year of step credit may be granted for each year of full-time contract academic employment with an accredited institution.

One year of step credit may be granted for each thirty (30) semester units of part-time academic employment with an accredited institution. A maximum of six (6) years of step credit may be granted for part-time academic employment.

Substitute teaching, summer intersession teaching, and teaching compensated at part-time, extended-day or lecturer rates will be considered part-time academic experience.

One year of step credit may be granted for each three (3) years of full-time occupational experience directly related to the discipline.

Service as a teaching assistant, teaching intern, instructional aide or similar employment may not be applied toward advanced step placement.

NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
REGULAR AND CONTRACT FACULTY ANNUAL SALARY SCHEDULE (177 DAYS)

Effective July 1, 2022

<u>STEP</u>	<u>CLASS B</u>	<u>CLASS C</u>	<u>CLASS D</u>	<u>CLASS E</u>	<u>CLASS F</u>	<u>STEP</u>
1	77,876	81,303	84,726	88,144	92,910	1
2	77,876	81,303	84,726	88,144	92,910	2
3	77,876	81,303	84,726	88,144	92,910	3
4	81,303	84,726	88,144	91,573	96,330	4
5	84,726	88,144	91,573	94,995	99,757	5
6	88,144	91,573	94,995	98,421	103,178	6
7	91,573	94,995	98,421	101,845	106,602	7
8	94,995	98,421	101,845	105,268	110,027	8
9	98,421	101,845	105,268	108,688	113,451	9
10	101,845	105,268	108,688	112,115	116,875	10
11	105,268	108,688	112,115	115,539	120,301	11
12	108,688	112,115	115,539	118,961	123,719	12
13	112,115	115,539	118,961	122,384	127,145	13
16		118,961	122,384	125,812	130,572	16
18			125,812	129,236	133,993	18
20			129,236	132,654	137,415	20
22			132,654	136,082	140,838	22
25	115,539	122,384	136,082	139,507	144,262	25

CLASS B Minimum Qualifications

CLASS C Minimum Qualifications plus 18 semester units

CLASS D Minimum Qualifications plus 36 semester units

CLASS E Minimum Qualifications plus 54 semester units

CLASS F Earned Doctorate

INITIAL SALARY PLACEMENT

Initial salary placement is established on the basis of the minimum qualifications for the discipline of initial assignment as a contract faculty member.

Initial CLASS placement is established using the candidate's highest academic degree specified in the minimum qualifications. Approved units beyond those used to satisfy the minimum qualifications may be used for advanced class placement; applicable coursework must be obtained from an accredited postsecondary institution.

Initial STEP placement is established on the basis of previous experience as an academic employee and related full-time occupational experience, exclusive of any years of experience used in meeting the minimum qualifications. A maximum of nine (9) years of step credit may be granted for any combination of the following:

One year of step credit may be granted for each year of full-time contract academic employment with an accredited institution.

One year of step credit may be granted for each thirty (30) semester units of part-time academic employment with an accredited institution. A maximum of six (6) years of step credit may be granted for part-time academic employment. Substitute teaching, summer intersession teaching, and teaching compensated at part-time, extended-day or lecturer rates will be considered part-time academic experience.

One year of step credit may be granted for each three (3) years of full-time occupational experience directly related to the discipline.

Service as a teaching assistant, teaching intern, instructional aide or similar employment may not be applied toward advanced step placement.

Board Approved: 06/28/2022

APPENDIX B

REGULAR AND CONTRACT FACULTY
OVERLOAD TEACHING SCHEDULE

NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

REGULAR AND CONTRACT FACULTY OVERLOAD TEACHING SCHEDULE

Effective August 15, 2022 (Non-Credit)

Effective August 22, 2022 (Credit)

	COLUMN I Salary Classes B and C		COLUMN II Salary Classes D and E		COLUMN III Salary Classes F	
	Unit Rate	Hrly Rate	Unit Rate	Hrly Rate	Unit Rate	Hrly Rate
Lecture	1,321.08	75.490	1,384.02	79.087	1,449.62	82.835
Laboratory	1,056.88	60.393	1,107.14	63.265	1,159.69	66.268

APPENDIX C

REGULAR AND CONTRACT FACULTY
OVERLOAD NONTEACHING SCHEDULE

REGULAR AND CONTRACT HOURLY FACULTY OVERLOAD NONTTEACHING SCHEDULE
Effective August 15, 2022 (Non-Credit)
Effective August 22, 2022 (Credit)

Step	CLASS B	CLASS C	CLASS D	CLASS E	CLASS F	Step
01	45.143	47.385	49.623	51.862	54.973	01
02	47.385	49.623	51.862	54.101	57.215	02
03	49.623	51.862	54.101	56.340	59.453	03
04	51.862	54.101	56.340	58.579	61.694	04
05	54.101	56.340	58.579	60.822	63.931	05
06	56.340	58.579	60.822	63.061	66.171	06
07	58.579	60.822	63.061	65.297	68.409	07
08	60.822	63.061	65.297	67.538	70.650	08
09	63.061	65.297	67.538	69.777	72.893	09
10	65.297	67.538	69.777	72.015	75.129	10
11	67.538	69.777	72.015	74.257	77.372	11
12	69.777	72.015	74.257	76.495	79.608	12
13	72.015	74.257	76.495	78.735	81.849	13
17		76.495	78.735	80.973	84.090	17
22			80.973	83.213	86.326	22
27	74.257	78.735	83.213	85.453	88.566	27

Board Approved: 06/28/2022

APPENDIX D

REGULAR AND CONTRACT SUMMER INTERSESSION
TEACHING SCHEDULE

REGULAR AND CONTRACT SUMMER INTERSESSION TEACHING SCHEDULE
Effective 2022 Summer Intersession

LECTURE RATE

Step	Class B		Class C		Class D		Class E		Class F		Step
	Unit Rate	Hrly Rate	Unit Rate	Hrly Rate	Unit Rate	Hrly Rate	Unit Rate	Hrly Rate	Unit Rate	Hrly Rate	
01	1,256.99	71.828	1,256.99	71.828	1,316.89	75.251	1,316.89	75.251	1,379.30	78.817	01
02	1,256.99	71.828	1,256.99	71.828	1,316.89	75.251	1,316.89	75.251	1,379.30	78.817	02
03	1,256.99	71.828	1,256.99	71.828	1,316.89	75.251	1,316.89	75.251	1,379.30	78.817	03
04	1,256.99	71.828	1,256.99	71.828	1,316.89	75.251	1,316.89	75.251	1,379.30	78.817	04
05	1,256.99	71.828	1,256.99	71.828	1,316.89	75.251	1,316.89	75.251	1,379.30	78.817	05
06	1,256.99	71.828	1,256.99	71.828	1,316.89	75.251	1,316.89	75.251	1,379.30	78.817	06
07	1,256.99	71.828	1,256.99	71.828	1,316.89	75.251	1,316.89	75.251	1,379.30	78.817	07
08	1,256.99	71.828	1,256.99	71.828	1,316.89	75.251	1,316.89	75.251	1,379.30	78.817	08
09	1,256.99	71.828	1,256.99	71.828	1,316.89	75.251	1,316.89	75.251	1,379.30	78.817	09
10	1,256.99	71.828	1,256.99	71.828	1,316.89	75.251	1,316.89	75.251	1,379.30	78.817	10
11	1,256.99	71.828	1,256.99	71.828	1,316.89	75.251	1,316.89	75.251	1,379.30	78.817	11
12	1,256.99	71.828	1,256.99	71.828	1,316.89	75.251	1,316.89	75.251	1,379.30	78.817	12
13	1,256.99	71.828	1,266.08	72.348	1,316.89	75.251	1,342.88	76.736	1,397.72	79.870	13
17			1,303.70	74.497	1,342.88	76.736	1,382.06	78.975	1,436.89	82.108	17
22					1,399.27	79.958	1,438.44	82.197	1,490.15	85.151	22
27	1,266.08	72.348	1,342.88	76.736	1,438.44	82.197	1,477.62	84.435	1,530.89	87.480	27

LABORATORY RATE

Step	Class B		Class C		Class D		Class E		Class F		Step
	Unit Rate	Hrly Rate	Unit Rate	Hrly Rate	Unit Rate	Hrly Rate	Unit Rate	Hrly Rate	Unit Rate	Hrly Rate	
01	1,005.61	57.463	1,005.61	57.463	1,053.43	60.196	1,053.43	60.196	1,103.43	63.053	01
02	1,005.61	57.463	1,005.61	57.463	1,053.43	60.196	1,053.43	60.196	1,103.43	63.053	02
03	1,005.61	57.463	1,005.61	57.463	1,053.43	60.196	1,053.43	60.196	1,103.43	63.053	03
04	1,005.61	57.463	1,005.61	57.463	1,053.43	60.196	1,053.43	60.196	1,103.43	63.053	04
05	1,005.61	57.463	1,005.61	57.463	1,053.43	60.196	1,053.43	60.196	1,103.43	63.053	05
06	1,005.61	57.463	1,005.61	57.463	1,053.43	60.196	1,053.43	60.196	1,103.43	63.053	06
07	1,005.61	57.463	1,005.61	57.463	1,053.43	60.196	1,053.43	60.196	1,103.43	63.053	07
08	1,005.61	57.463	1,005.61	57.463	1,053.43	60.196	1,053.43	60.196	1,103.43	63.053	08
09	1,005.61	57.463	1,005.61	57.463	1,053.43	60.196	1,053.43	60.196	1,103.43	63.053	09
10	1,005.61	57.463	1,005.61	57.463	1,053.43	60.196	1,053.43	60.196	1,103.43	63.053	10
11	1,005.61	57.463	1,005.61	57.463	1,053.43	60.196	1,053.43	60.196	1,103.43	63.053	11
12	1,005.61	57.463	1,005.61	57.463	1,053.43	60.196	1,053.43	60.196	1,103.43	63.053	12
13	1,005.61	57.463	1,012.25	57.843	1,053.43	60.196	1,074.94	61.425	1,118.80	63.932	13
17			1,042.01	59.543	1,074.94	61.425	1,107.84	63.305	1,151.71	65.812	17
22					1,120.36	64.020	1,153.27	65.901	1,187.75	67.872	22
27	1,012.25	57.843	1,074.94	61.425	1,153.27	65.901	1,186.18	67.781	1,217.52	69.573	27

APPENDIX E

ACADEMIC CALENDARS

2022-2023 ACADEMIC CALENDAR FOR CREDIT AND CONTINUING EDUCATION (NON-CREDIT) INSTRUCTORS

CREDIT

NON-CREDIT

CLASSIFIED

July	4, 2022	Independence Day Holiday	Independence Day Holiday	Independence Day Holiday
August	11	Mandatory Flex Day	Mandatory Flex Day	
August	12	Non Student Duty Day	Non Student Duty Day	
August	15	Fall Semester Begins	Fall Semester Begins	
August	18	Mandatory Flex Day		
August	19	Non-Student Duty Day		
August	22	Fall Semester Begins		
September	5	Labor Day Holiday	Labor Day Holiday	Labor Day Holiday
November	11	Veterans' Day Holiday	Veterans' Day Holiday	Veterans' Day Holiday
November	24-25	Thanksgiving Holidays ¹	Thanksgiving Holidays ¹	Thanksgiving Holidays
December	10	Fall Semester Ends	Fall Semester Ends	
December	17			
December	12 - January	Winter Recess	Winter Recess	
December	18, 2023			
December	19 - January	Winter Recess	Winter Recess	
December	11, 2023			
December	23 - January	Winter Holidays	Winter Holidays	Winter Holidays
January	2, 2023			
January	11		Mandatory Flex Day	
January	12		Non Student Duty Day	
January	13		Spring semester Begins	
January	16	Martin L. King Holiday	Martin L. King Holiday	Martin L. King Holiday
January	19	Mandatory Flex Day		
January	20	Non-Student Duty Day		
January	23	Spring Semester Begins		
February	17	Lincoln's Birthday Holiday ²	Lincoln's Birthday Holiday ²	Lincoln's Birthday Holiday
February	20	Presidents' Day Holiday	Presidents' Day Holiday	Presidents' Day Holiday
March	20-24	Spring Recess ³	Spring Recess ³	
March	24			Spring Holiday
March	31	Cesar Chavez Holiday	Cesar Chavez Holiday	Cesar Chavez Holiday
May	20	Spring Semester Ends	Spring Semester Ends	
May	27		Memorial Day Holiday	Memorial Day Holiday
May	29	Memorial Day Holiday	Memorial Day Holiday	Memorial Day Holiday

¹ Includes Saturday and Sunday, November 26 and 27, which are non-instructional days

² Includes Saturday and Sunday, February 18 and 19, which are non-instructional days.

³ Includes Saturday and Sunday, March 25 and 26, which are non-instructional days

APPENDIX F
EVALUATION CRITERIA

APPENDIX F.1

EVALUATION CRITERIA

REGULAR AND CONTRACT TEACHING FACULTY

- I. **Demonstrates competence in classroom teaching, planning, and organization as evidenced by:**
 - A. breadth, depth and currency of knowledge appropriate to the subject matter of the course;
 - B. proficiency in written and oral communication;
 - C. effective lesson presentation;
 - D. classroom control appropriate to the teaching environment;
 - E. relevant out-of-class learning activities;
 - F. *documented, relevant and timely evaluation of student performance appropriate to the subject matter of the course;*
 - G. concern for student safety, instructional equipment and school property appropriate to the physical conditions of the teaching situation.

- II. **Demonstrates concern for student success as evidenced by:**
 - A. courtesy, respect and professionalism in relationships with students;
 - B. appropriate evaluation of student performance;
 - C. encouragement of student participation in the learning process.

- III. **Fulfills duties adjunct to classroom teaching as evidenced by:**
 - A. maintenance of office hours;
 - B. meeting administrative clerical requirements;
 - C. professional participation in department/division activities;
 - D. professional participation in program and curriculum development and evaluation, which includes participation in the formulation of Student Learning Outcomes (SLOs) and the Student Learning Outcomes assessment cycle, with the understanding that student performance data resulting from SLO assessment shall not be a component of the evaluation process;
 - E. courtesy, respect and professionalism in relationships with District employees and the public.

- IV. **Demonstrates professional growth as evidenced by participation in professional activities which may include, but not be limited to:**
 - A. coursework, workshops, seminars and professional meetings;
 - B. activities to maintain currency;
 - C. college/District governance;
 - D. publication, conference presentation, artistic exhibit, classroom research, development of new curriculum and community involvement relevant to the District;
 - E. industry training activities;
 - F. service with educationally-related state/national professional organizations.

APPENDIX F.2

EVALUATION CRITERIA

REGULAR AND CONTRACT COUNSELING FACULTY

- I. **Demonstrates competence in providing counseling services as evidenced by:**
 - A. breadth, depth and currency of knowledge appropriate to the assignment;
 - B. proficiency in written and oral communication;
 - C. effective use of articulation agreements and guidance to students in planning transfer programs and/or careers;
 - D. appropriate guidance to students in values/goal clarification;
 - E. relevant group or one-on-one presentation;
 - F. referral to academic, financial and psychological support services when appropriate;
 - G. documented, relevant and timely evaluation of student performance when appropriate.
- II. **Demonstrates concern for student success as evidenced by:**
 - A. courtesy, respect and professionalism in relationships with students;
 - B. assisting students in meeting educational goals.
- III. **Fulfills duties adjunct to counseling assignment as evidenced by:**
 - A. maintenance of assigned hours;
 - B. meeting administrative clerical requirements;
 - C. professional participation in department/division activities;
 - D. professional participation in program and curriculum development and evaluation, which includes participation in the formulation of Student Learning Outcomes (SLOs) and the Student Learning Outcomes assessment cycle, with the understanding that student performance data resulting from SLO assessment shall not be a component of the evaluation process;
 - E. courtesy, respect and professionalism in relationships with District employees and the public.
- IV. **Demonstrates professional growth as evidenced by participation in professional activities which may include, but not be limited to:**
 - A. coursework, workshops, seminars and professional meetings;
 - B. activities to maintain currency;
 - C. college/District governance;
 - D. publication, conference presentation, artistic exhibit, counseling research, development of new curriculum and community involvement relevant to the District;
 - E. counseling-related work activities;
 - F. service with educationally-related state/national professional organizations.

APPENDIX F.3

EVALUATION CRITERIA

REGULAR AND CONTRACT LIBRARY FACULTY

- i. Demonstrates competence in providing library services to students and staff as evidenced by:**
 - A. breadth, depth and currency of knowledge appropriate to the assignment;
 - B. proficiency in written and oral communication;
 - C. effective bibliographic instruction, including reference interview techniques;
 - D. worksite control appropriate to the library environment;
 - E. relevant group or one-on-one presentation;
 - F. referral to out-of-library resources when appropriate;
 - G. documented, relevant and timely evaluation of student performance when appropriate.

- ii. Demonstrates concern for student success as evidenced by:**
 - A. courtesy, respect and professionalism in relationships with students;
 - B. encouragement of student participation in the learning process.

- iii. Fulfills duties adjunct to library assignment as evidenced by:**
 - A. maintenance of assigned hours;
 - B. meeting administrative clerical requirements;
 - C. professional participation in department/division activities;
 - D. professional participation in program and curriculum development and evaluation, which includes participation in the formulation of Student Learning Outcomes (SLOs) and the Student Learning Outcomes assessment cycle, with the understanding that student performance data resulting from SLO assessment shall not be a component of the evaluation process;
 - E. courtesy, respect and professionalism in relationships with District employees and the public.

- IV. Demonstrates professional growth as evidenced by participation in professional activities which may include, but not be limited to:**
 - A. coursework, workshops, seminars and professional meetings;
 - B. activities to maintain currency;
 - C. college/District governance;
 - D. publication, conference presentation, artistic exhibit, library research, development of new curriculum and community involvement relevant to the District;
 - E. library-related work activities;
 - F. service with educationally-related state/national professional organizations.

APPENDIX G

STUDENT EVALUATION FORMS

APPENDIX G.1

INSTRUCTIONS FOR ADMINISTERING STUDENT EVALUATION FORMS

In order to ensure uniformity and fairness to the faculty member being evaluated, all individuals who administer student evaluation forms will read the following script:

In order to assist in the maintenance of high teaching standards, you are being asked to evaluate this course. This information will remain anonymous and will not be given to your instructor until after final grades have been submitted.

Please mark the appropriate letter on the scantron form for each question. There is space on the form for any further comments you would like to add about this instructor and course.

Take your time and be honest in your responses. Remember that your name does not go on the form. Please return the forms to me.

APPENDIX G.2

STUDENT EVALUATION FORM - INSTRUCTOR

INSTRUCTOR'S NAME _____ DATE _____

In order to assist in the promotion and maintenance of high teaching standards among the faculty, please take the time to evaluate this course by marking the appropriate letter on the scantron form for each item, as indicated below. You may also make written comments on this form.

This evaluation will be anonymous and will not be seen by the instructor until after final grades for the course have been posted. Please be thoughtful and candid in your responses.

A = Strongly Agree
B = Agree
C = Disagree
D = Strongly Disagree
E = No Opinion / Not Applicable

About the Course:

- | | | |
|-----|--|-----------|
| 1. | The course objectives and methods(s) of evaluation and grading were clearly explained. | A B C D E |
| 2. | Text and/or other reading materials were related to the objectives and subject matter of the course. | A B C D E |
| 3. | Coursework, assignments and other learning activities were related to the objectives and subject matter of the course. | A B C D E |
| 4. | Presentation of material in lectures, discussions and other learning activities was clear, organized and effective. | A B C D E |
| 5. | Examinations and/or other evaluations were related to the objectives and subject matter of the course. | A B C D E |
| 6. | Grading of examinations and/or assignments followed the instructor's announced grading policy. | A B C D E |
| 7. | The instructor demonstrated interest in the subject. | A B C D E |
| 8. | The instructor was prepared for each class session. | A B C D E |
| 9. | The instructor encouraged students to ask questions and participate in class discussions. | A B C D E |
| 10. | The instructor used class time effectively. | A B C D E |
| 11. | The instructor maintained classroom control appropriate to the type of learning activity. | A B C D E |
| 12. | The instructor was available to students for consultation and assistance outside of class time. | A B C D E |
| 13. | The instructor demonstrated courtesy, respect and professionalism. | A B C D E |
| 14. | The instructor held class regularly and on time. | A B C D E |

Comments _____

APPENDIX G.3

STUDENT EVALUATION FORM - COUNSELOR

COUNSELOR'S NAME _____ DATE _____

In our continuing interest to serve our students, we request that you complete this short survey regarding your appointment with your counselor by marking the appropriate letter on the scantron form for each item, as indicated below. You may also make written comments on this form.

This evaluation will be anonymous and will not be seen by the instructor until the end of the semester. Please be thoughtful and candid in your responses.

1. My reasons for coming to this counselor today were (mark all that apply):
- | | |
|---|-----------------------------|
| A. Planning my classes for registration | D. Personal Counseling |
| B. Long-range educational counseling | E. Other (need not explain) |
| C. Career counseling | |

A = Strongly Agree
B = Agree
C = Disagree
D = Strongly Disagree
E = No Opinion / Not Applicable

About the Counselor:

- | | |
|--|-----------|
| 2. The counselor was on time. | A B C D E |
| 3. The counselor was a good listener. | A B C D E |
| 4. The counselor explained my educational options clearly. | A B C D E |
| 5. The counselor was courteous and respectful. | A B C D E |
| 6. The counselor was helpful and knowledgeable. | A B C D E |
| 7. The counselor referred me to appropriate resource services. | A B C D E |
| 8. The counselor assisted me in meeting my educational goals. | A B C D E |
| 9. For the purposes I indicated above, this counseling appointment was valuable. | A B C D E |
| 10. Overall, this counselor met my expectations. | A B C D E |
| 11. I would recommend this counselor to others. | A B C D E |

Comments _____

APPENDIX G.4

STUDENT EVALUATION FORM - LIBRARIAN

LIBRARIAN'S NAME _____ DATE _____

In our continuing interest to serve our students, we request that you complete this short survey regarding your appointment with the librarian by marking the appropriate letter on the scantron form for each item, as indicated below. You may also make written comments on this form.

This evaluation will be anonymous and will not be seen by the librarian until the end of the semester. Please be thoughtful and candid in your responses.

A = Strongly Agree
B = Agree
C = Disagree
D = Strongly Disagree
E = No Opinion / Not Applicable

About the Orientation:

1. Handouts were related to the subject matter. A B C D E
2. Worksheets and other learning activities were related to the subject matter. A B C D E
3. Presentation of material in lectures, discussions and other learning activities was clear, organized and effective. A B C D E

About the Librarian:

4. The librarian demonstrated interest in the subject. A B C D E
5. The librarian was prepared for each class session. A B C D E
6. The librarian encouraged students to participate in the learning process. A B C D E
7. The librarian referred to other libraries as resources, if necessary. A B C D E
8. The librarian used class time effectively. A B C D E
9. The librarian maintained classroom control appropriate to the type of learning activity. A B C D E
10. The librarian demonstrated courtesy, respect and professionalism in communicating with students. A B C D E
11. Overall, this librarian met my expectations. A B C D E

Comments _____

APPENDIX H

TENURE EVALUATION REPORT FORMS

(Probationary Faculty)

TENURE EVALUATION REPORT FORM**PROBATIONARY INSTRUCTOR**

Revised 0701/2012

Evaluation of:	
Banner ID: @	Division/Department:
Semester/Year of Evaluation:	Semester of Probationary Service:

PART I. OBSERVATION OF CLASSROOM/WORKSITE PERFORMANCE AND RELATED DUTIES

Evaluator appraisals of performance are indicated by the following symbols:

- O -- Instructor performance **outstanding** in this area.
- E -- Instructor performance **strong** in this area.
- S -- Instructor performance **satisfactory** in this area.
- N -- Instructor performance **needs improvement** in this area.
- U -- Instructor performance **unsatisfactory** in this area.
- NA -- **No opportunity** to observe performance relating to this area.

Where an "N" or "U" rating is indicated, example(s) of instructor behavior(s) relating with the area must be recorded under "comments." Cited example(s) must be descriptive and specific. Record exactly what happened in a situation, not merely your reaction to what happened.

Behavior reflecting special strength in an area should also be recorded under "comments" for the purpose of instructor commendation. Any recommendations for improvement must be entered in PART IV of this form.

A. DEMONSTRATES COMPETENCE IN CLASSROOM TEACHING, PLANNING AND ORGANIZATION AS EVIDENCED BY:

- Breadth, depth and currency of knowledge appropriate to the subject matter of the course which is reflected in the course content and organization (knowledge of fact, detail and relationship concepts in field, craftsmanship, etc.).

Rating	Comments:
_____ O	
_____ E	
_____ S	
_____ N	
_____ U	
_____ NA	

- Proficiency in written and oral communication to students.

Rating	Comments:
_____ O	
_____ E	
_____ S	
_____ N	
_____ U	
_____ NA	

- Effective lesson presentation, understanding that there are various methods, techniques and philosophies of sound education (lectures, discussions, questioning, panels, laboratory or shop demonstration and supervision methods, etc.). For online/hybrid courses, actively teaches the class using appropriate interactive components (chats, e-mail exchanges, assignment feedback, etc.)

Rating	Comments:
_____ O	
_____ E	
_____ S	
_____ N	
_____ U	
_____ NA	

TENURE EVALUATION REPORT FORM

PROBATIONARY INSTRUCTOR

Revised 0701/2012

Evaluation of:	
Banner ID: @	Division/Department:
Semester/Year of Evaluation:	Semester of Probationary Service:

PART I. OBSERVATION OF CLASSROOM/WORKSITE PERFORMANCE AND RELATED DUTIES – cont.

A. DEMONSTRATES COMPETENCE IN CLASSROOM TEACHING, PLANNING AND ORGANIZATION AS EVIDENCED BY:

4. Classroom control appropriate to the teaching environment, understanding that there are various techniques and differing levels of student maturity.

Rating _____ O _____ E _____ S _____ N _____ U _____ NA	Comments:
---	-----------

5. Relevant out-of-class learning activities, understanding that there are various methods, techniques and philosophies of sound education (lesson assignments, papers, reports, field trips, projects, etc., and appropriate interactive components, including external links, for online/hybrid courses).

Rating _____ O _____ E _____ S _____ N _____ U _____ NA	Comments:
---	-----------

6. Documented, relevant and timely evaluation of student performance appropriate to the subject matter of the course, understanding that there are various methods, techniques and philosophies of evaluation (testing, grading practices, etc.).

Rating _____ O _____ E _____ S _____ N _____ U _____ NA	Comments:
---	-----------

7. Concern for student safety, instructional equipment and school property appropriate to the physical conditions of the teaching situation (lab or shop setting, etc.).

Rating _____ O _____ E _____ S _____ N _____ U _____ NA	Comments:
---	-----------

TENURE EVALUATION REPORT FORM**PROBATIONARY INSTRUCTOR**

Revised 07/01/2012

Evaluation of:	
Banner ID: @	Division/Department:
Semester/Year of Evaluation:	Semester of Probationary Service:

PART I. OBSERVATION OF CLASSROOM/WORKSITE PERFORMANCE AND RELATED DUTIES – cont.**B. FULFILLS DUTIES ADJUNCT TO CLASSROOM TEACHING AS EVIDENCED BY:**

1. Maintenance of office hours. For online/hybrid courses, instructor replies to student inquiries in an appropriate and timely manner.

Rating	Comments:
_____ O	
_____ E	
_____ S	
_____ N	
_____ U	
_____ NA	

2. Meeting administrative clerical requirements (attendance and grade records filled out properly and turned in on time, text and library book requests completed, etc.).

Rating	Comments:
_____ O	
_____ E	
_____ S	
_____ N	
_____ U	
_____ NA	

3. Professional participation in department/division activities (business meetings, curriculum development, participation in the formulation of Student Learning Outcomes (SLOs) and the Student Learning Outcomes assessment cycle, advisory committees, etc.).

Rating	Comments:
_____ O	
_____ E	
_____ S	
_____ N	
_____ U	
_____ NA	

4. Courtesy, respect and professionalism in relationships with District employees and the public.

Rating	Comments:
_____ O	
_____ E	
_____ S	
_____ N	
_____ U	
_____ NA	

TENURE EVALUATION REPORT FORM**PROBATIONARY INSTRUCTOR**

Revised 07/01/2012

Evaluation of:

Banner ID: @

Division/Department:

Semester/Year of Evaluation:

Semester of Probationary Service:

PART I. OBSERVATION OF CLASSROOM/WORKSITE PERFORMANCE AND RELATED DUTIES – cont.**C. DEMONSTRATES PROFESSIONAL GROWTH AS EVIDENCED BY PARTICIPATION IN PROFESSIONAL ACTIVITIES:**

(See Appendix F.1 of the collective bargaining agreement for listing of appropriate activities.)

Rating	Comments:
_____ O	
_____ E	
_____ S	
_____ N	
_____ U	
_____ NA	

PART II. ASSESSMENT OF CLASSROOM/WORKSITE MATERIALS

(Where an "N" or "U" rating is indicated, cite specific example(s) under "comments." Any recommendations for improvement must be entered in PART IV of this form.)

Evaluation of course syllabi, class handouts, assignments, examinations and other materials generated for professional use as appropriate to assignment. Syllabi clearly communicate student expectations, student outcomes, evaluation standards, and assigned deadlines; for online/hybrid classes, students are informed of the technical and nontechnical requirements of the class.

Rating	Comments:
_____ O	
_____ E	
_____ S	
_____ N	
_____ U	
_____ NA	

PART III. ASSESSMENT OF STUDENT EVALUATION RESPONSES

(Where performance is unsatisfactory or indicates a need for improvement, cite specific example(s) under "comments." Any recommendations for improvement must be entered in PART IV of this form.)

Provide a summary analysis of student evaluation responses with attention to indications of instructor behaviors reflecting:

- A. Courtesy, respect and professionalism in relationships with students;
- B. Appropriate evaluation of student performance;
- C. Encouragement of student participation in the learning process.

Comments:

TENURE EVALUATION REPORT FORM**PROBATIONARY INSTRUCTOR**

Revised 07/01/2012

Evaluation of:

Banner ID: @

Division/Department:

Semester/Year of Evaluation:

Semester of Probationary Service:

PART IV. RECOMMENDATIONS FOR IMPROVEMENT**Recommendation #****Cite related evaluative criterion (e.g. Part I.A.1., Part II, etc.):**

Recommendation, including specification of the area needing improvement:

Specific goal(s) to be achieved in conjunction with this recommendation:

Time line for addressing this recommendation:

Criteria for determining compliance or satisfactory performance with respect to this recommendation:

Recommendation #**Cite related evaluative criterion (e.g. Part I.A.1., Part II, etc.):**

Recommendation, including specification of the area needing improvement:

Specific goal(s) to be achieved in conjunction with this recommendation:

Time line for addressing this recommendation:

Criteria for determining compliance or satisfactory performance with respect to this recommendation:

TENURE EVALUATION REPORT FORM**PROBATIONARY INSTRUCTOR**

Revised 07/01/2012

Evaluation of:	
Banner ID: @	Division/Department:
Semester/Year of Evaluation:	Semester of Probationary Service:

PART V. EVALUATION RESPONSE – TO BE COMPLETED BY PROBATIONARY INSTRUCTOR**A. RESPONSE TO RECOMMENDATIONS**

Respond to the Tenure Review Committee's recommendations, as warranted for purposes of clarification, explanation of mitigating circumstances, etc. (OPTIONAL)

B. PROPOSAL FOR ADDRESSING RECOMMENDATIONS

Formulate a proposal for addressing any recommendations specified in PART IV. (MANDATORY FOR CATEGORY B or C)

TENURE EVALUATION REPORT FORM

PROBATIONARY INSTRUCTOR

Revised 0701/2012

Evaluation of:	
Banner ID: @	Division/Department:
Semester/Year of Evaluation:	Semester of Probationary Service:

PART VI. CONTRACT CATEGORY PLACEMENT AND RECOMMENDATION

A. CONTRACT CATEGORY PLACEMENT FOR THIS EVALUATION

<input type="checkbox"/> CATEGORY A	Describes performance which, as of this evaluation, results in no recommendations for improvement, or indicates a need for improvements which are not sufficiently critical to either prohibit renewal of contract for the next contract period or result in denial of tenure. Inadequate improvement upon recommendations may result in subsequent CATEGORY B or CATEGORY C placement.
<input type="checkbox"/> CATEGORY B (may not be used in fourth year)	Describes performance which, as of this evaluation, indicates a need for improvements which are not sufficiently critical to prohibit renewal of contract for the next contract period, but if uncorrected, would be sufficient to warrant denial of tenure. Inadequate improvement within this category may result in subsequent CATEGORY C placement.
<input type="checkbox"/> CATEGORY C	Describes performance which, as of this evaluation, indicates serious deficiencies and/or inadequate improvement upon recommendations as required from previous CATEGORY A or CATEGORY B placement, which warrant nonrenewal of contract for the next contract period.

B. RECOMMENDATION

FOR USE WITH FALL EVALUATION ONLY

<p><u>First Year</u></p> <input type="checkbox"/> Renew Contract (Category A or Category B) <input type="checkbox"/> Do Not Renew Contract (Category C)	<p><u>Third Year</u></p> <input type="checkbox"/> No Contract Recommendation
<p><u>Second Year</u></p> <input type="checkbox"/> Renew Contract (Category A or Category B) <input type="checkbox"/> Do Not Renew Contract (Category C)	<p><u>Fourth Year</u></p> <input type="checkbox"/> Grant Tenure (Category A) <input type="checkbox"/> Do Not Renew Contract (Category C)

TENURE EVALUATION REPORT FORM

PROBATIONARY INSTRUCTOR

Revised 0701/2012

Evaluation of:	
Banner ID: @	Division/Department:
Semester/Year of Evaluation:	Semester of Probationary Service:

PART VII. EVALUATOR CERTIFICATION	
Faculty Evaluator – Signature:	Date:
Faculty Evaluator – Signature:	Date:
Faculty Evaluator – Signature:	Date:
Management Supervisor – Signature:	Date:

PART VIII. ACKNOWLEDGMENT OF PROBATIONARY INSTRUCTOR	
I have been apprised of the Tenure Review Committee's findings and have been provided with a copy of this report.	
Probationary Instructor – Signature	Date

TENURE EVALUATION REPORT FORM**PROBATIONARY COUNSELOR**

Revised 07/01/2012

Evaluation of:

Banner ID: @

Division/Department:

Semester/Year of Evaluation:

Semester of Probationary Service:

PART I. OBSERVATION OF WORKSITE PERFORMANCE AND RELATED DUTIES

Evaluators appraisals of performance are indicated by the following symbols:

- O -- Counselor performance **outstanding** in this area.
- E -- Counselor performance **strong** in this area.
- S -- Counselor performance **satisfactory** in this area.
- N -- Counselor performance **needs improvement** in this area.
- U -- Counselor performance **unsatisfactory** in this area.
- NA -- **No opportunity** to observe performance relating to this area.

Where an "N" or "U" rating is indicated, example(s) of counselor behavior(s) relating with the area must be recorded under "comments." Cited example(s) must be descriptive and specific. Record exactly what happened in a situation, not merely your reaction to what happened.

Behavior reflecting special strength in an area should also be recorded under "comments" for the purpose of counselor commendation. Any recommendations for improvement must be entered in PART IV of this form.

A. DEMONSTRATES COMPETENCE IN PROVIDING COUNSELING SERVICES AS EVIDENCED BY:

1. Breadth, depth and currency of knowledge appropriate to the assignment.

Rating	Comments:
_____ O	
_____ E	
_____ S	
_____ N	
_____ U	
_____ NA	

2. Proficiency in written and oral communication.

Rating	Comments:
_____ O	
_____ E	
_____ S	
_____ N	
_____ U	
_____ NA	

3. Effective use of articulation agreements and guidance to students in planning transfer programs and/or careers.

Rating	Comments:
_____ O	
_____ E	
_____ S	
_____ N	
_____ U	
_____ NA	

TENURE EVALUATION REPORT FORM**PROBATIONARY COUNSELOR**

Revised 07/01/2012

Evaluation of:

Banner ID: @

Division/Department:

Semester/Year of Evaluation:

Semester of Probationary Service:

PART I. OBSERVATION OF WORKSITE PERFORMANCE AND RELATED DUTIES – cont.**A. DEMONSTRATES COMPETENCE IN PROVIDING COUNSELING SERVICES AS EVIDENCED BY:**

4. Appropriate guidance to students in values/goals clarification.

Rating	Comments:
_____ O	
_____ E	
_____ S	
_____ N	
_____ U	
_____ NA	

5. Relevant group or one-on-one presentation.

Rating	Comments:
_____ O	
_____ E	
_____ S	
_____ N	
_____ U	
_____ NA	

6. Referral to academic, financial and psychological support services when appropriate.

Rating	Comments:
_____ O	
_____ E	
_____ S	
_____ N	
_____ U	
_____ NA	

7. Documented, relevant and timely evaluation of student performance when appropriate.

Rating	Comments:
_____ O	
_____ E	
_____ S	
_____ N	
_____ U	
_____ NA	

TENURE EVALUATION REPORT FORM**PROBATIONARY COUNSELOR**

Revised 07/01/2012

Evaluation of:

Banner ID: @

Division/Department:

Semester/Year of Evaluation:

Semester of Probationary Service:

PART I. OBSERVATION OF WORKSITE PERFORMANCE AND RELATED DUTIES – cont.**B. FULFILLS DUTIES ADJUNCT TO COUNSELING ASSIGNMENT AS EVIDENCED BY:****1. Maintenance of assigned hours.**

Rating	Comments:
_____ O	
_____ E	
_____ S	
_____ N	
_____ U	
_____ NA	

2. Meeting administrative clerical requirements (Student Education Plans, general education requirement forms, IGETC forms, etc.).

Rating	Comments:
_____ O	
_____ E	
_____ S	
_____ N	
_____ U	
_____ NA	

3. Professional participation in department/division activities (business meetings, curriculum development, participation in the formulation of Student Learning Outcomes (SLOs) and the Student Learning Outcomes assessment cycle, advisory committees, etc.).

Rating	Comments:
_____ O	
_____ E	
_____ S	
_____ N	
_____ U	
_____ NA	

4. Courtesy, respect and professionalism in relationships with District employees and the public.

Rating	Comments:
_____ O	
_____ E	
_____ S	
_____ N	
_____ U	
_____ NA	

TENURE EVALUATION REPORT FORM**PROBATIONARY COUNSELOR**

Revised 07/01/2012

Evaluation of:	
Banner ID: @	Division/Department:
Semester/Year of Evaluation:	Semester of Probationary Service:

PART I. OBSERVATION OF WORKSITE PERFORMANCE AND RELATED DUTIES – cont.**C. DEMONSTRATES PROFESSIONAL GROWTH AS EVIDENCED BY PARTICIPATION IN PROFESSIONAL ACTIVITIES:**

(See Appendix F.1 of the collective bargaining agreement for listing of appropriate activities.)

Rating	Comments:
_____ O	
_____ E	
_____ S	
_____ N	
_____ U	
_____ NA	

PART II. ASSESSMENT OF WORKSITE MATERIALS

(Where an "N" or "U" rating is indicated, cite specific example(s) under "comments." Any recommendations for improvement must be entered in PART IV of this form.)

Evaluation of course syllabi, class handouts, assignments, examinations and other materials generated for professional use as appropriate to assignment.

Rating	Comments:
_____ O	
_____ E	
_____ S	
_____ N	
_____ U	
_____ NA	

PART III. ASSESSMENT OF STUDENT EVALUATION RESPONSES

(Where performance is unsatisfactory or indicates a need for improvement, cite specific example(s) under "comments." Any recommendations for improvement must be entered in PART IV of this form.)

Provide a summary analysis of student evaluation responses with attention to indications of counselor behaviors reflecting:

- A. Courtesy, respect and professionalism in relationships with students;
- B. Assistance to students in meeting their educational goals.

Comments:

Comments:

TENURE EVALUATION REPORT FORM**PROBATIONARY COUNSELOR**

Revised 0701/2012

Evaluation of:	
Banner ID: @	Division/Department:
Semester/Year of Evaluation:	Semester of Probationary Service:

PART IV. RECOMMENDATIONS FOR IMPROVEMENT

Recommendation #	Cite related evaluative criterion (e.g. Part I.A.1., Part II, etc.):
Recommendation, including specification of the area needing improvement:	
Specific goal(s) to be achieved in conjunction with this recommendation:	
Time line for addressing this recommendation:	
Criteria for determining compliance or satisfactory performance with respect to this recommendation:	
Recommendation #	Cite related evaluative criterion (e.g. Part I.A.1., Part II, etc.):
Recommendation, including specification of the area needing improvement:	
Specific goal(s) to be achieved in conjunction with this recommendation:	
Time line for addressing this recommendation:	
Criteria for determining compliance or satisfactory performance with respect to this recommendation:	

TENURE EVALUATION REPORT FORM**PROBATIONARY COUNSELOR**

Revised 07/01/2012

Evaluation of:

Banner ID: @

Division/Department:

Semester/Year of Evaluation:

Semester of Probationary Service:

PART V. EVALUATION RESPONSE – TO BE COMPLETED BY PROBATIONARY COUNSELOR**A. RESPONSE TO RECOMMENDATIONS**

Respond to the Tenure Review Committee's recommendations, as warranted for purposes of clarification, explanation of mitigating circumstances, etc. **(OPTIONAL)**

B. PROPOSAL FOR ADDRESSING RECOMMENDATIONS

Formulate a proposal for addressing any recommendations specified in PART IV. **(MANDATORY FOR CATEGORY B or C)**

TENURE EVALUATION REPORT FORM**PROBATIONARY COUNSELOR**

Revised 07/01/2012

Evaluation of:	
Banner ID: @	Division/Department:
Semester/Year of Evaluation:	Semester of Probationary Service:

PART VI. CONTRACT CATEGORY PLACEMENT AND RECOMMENDATION

A. CONTRACT CATEGORY PLACEMENT FOR THIS EVALUATION	
<input type="checkbox"/> CATEGORY A	Describes performance which, as of this evaluation, results in no recommendations for improvement, or indicates a need for improvements which are not sufficiently critical to either prohibit renewal of contract for the next contract period or result in denial of tenure. Inadequate improvement upon recommendations may result in subsequent CATEGORY B or CATEGORY C placement.
<input type="checkbox"/> CATEGORY B (may not be used in fourth year)	Describes performance which, as of this evaluation, indicates a need for improvements which are not sufficiently critical to prohibit renewal of contract for the next contract period, but if uncorrected, would be sufficient to warrant denial of tenure. Inadequate improvement within this category may result in subsequent CATEGORY C placement.
<input type="checkbox"/> CATEGORY C	Describes performance which, as of this evaluation, indicates serious deficiencies and/or inadequate improvement upon recommendations as required from previous CATEGORY A or CATEGORY B placement, which warrant nonrenewal of contract for the next contract period.

B. RECOMMENDATION	
FOR USE WITH FALL EVALUATION ONLY	
<u>First Year</u>	<u>Third Year</u>
<input type="checkbox"/> Renew Contract (Category A or Category B)	<input type="checkbox"/> No Contract Recommendation
<input type="checkbox"/> Do Not Renew Contract (Category C)	
<u>Second Year</u>	<u>Fourth Year</u>
<input type="checkbox"/> Renew Contract (Category A or Category B)	<input type="checkbox"/> Grant Tenure (Category A)
<input type="checkbox"/> Do Not Renew Contract (Category C)	<input type="checkbox"/> Do Not Renew Contract (Category C)

TENURE EVALUATION REPORT FORM

PROBATIONARY COUNSELOR

Revised 0701/2012

Evaluation of:	
Banner ID: @	Division/Department:
Semester/Year of Evaluation:	Semester of Probationary Service:

PART VII. EVALUATOR CERTIFICATION	
Faculty Evaluator – Signature:	Date:
Faculty Evaluator – Signature:	Date:
Faculty Evaluator – Signature:	Date:
Management Supervisor – Signature:	Date:

PART VIII. ACKNOWLEDGMENT OF PROBATIONARY COUNSELOR	
I have been apprised of the Tenure Review Committee's findings and have been provided with a copy of this report.	
_____ Probationary Counselor – Signature	_____ Date

TENURE EVALUATION REPORT FORM

PROBATIONARY LIBRARIAN

Revised 07/01/2012

Evaluation of:	
Banner ID: @	Division/Department:
Semester/Year of Evaluation:	Semester of Probationary Service:

PART I. OBSERVATION OF WORKSITE PERFORMANCE AND RELATED DUTIES

Evaluator appraisals of performance are indicated by the following symbols:

- O -- Librarian performance **outstanding** in this area.
- E -- Librarian performance **strong** in this area.
- S -- Librarian performance **satisfactory** in this area.
- N -- Librarian performance **needs improvement** in this area.
- U -- Librarian performance **unsatisfactory** in this area.
- NA -- **No opportunity** to observe performance relating to this area.

Where an "N" or "U" rating is indicated, example(s) of Librarian behavior(s) relating with the area must be recorded under "comments." Cited example(s) must be descriptive and specific. Record exactly what happened in a situation, not merely your reaction to what happened.

Behavior reflecting special strength in an area should also be recorded under "comments" for the purpose of librarian commendation. Any recommendations for improvement must be entered in PART IV of this form.

A. DEMONSTRATES COMPETENCE IN PROVIDING LIBRARY SERVICES TO STUDENTS AND STAFF AS EVIDENCED BY:

1. Breadth, depth and currency of knowledge appropriate to the assignment.	
Rating _____ O _____ E _____ S _____ N _____ U _____ NA	Comments:
2. Proficiency in written and oral communication to students.	
Rating _____ O _____ E _____ S _____ N _____ U _____ NA	Comments:
3. Effective bibliographic instruction, including reference interview techniques.	
Rating _____ O _____ E _____ S _____ N _____ U _____ NA	Comments:

TENURE EVALUATION REPORT FORM

PROBATIONARY LIBRARIAN

Revised 07/01/2012

Evaluation of:

Banner ID: @

Division/Department:

Semester/Year of Evaluation:

Semester of Probationary Service:

PART I. OBSERVATION OF WORKSITE PERFORMANCE AND RELATED DUTIES – cont.

A. DEMONSTRATES COMPETENCE IN PROVIDING LIBRARY SERVICES TO STUDENTS AND STAFF AS EVIDENCED BY:

4. Worksite control appropriate to the library environment.

Rating _____ O _____ E _____ S _____ N _____ U _____ NA	Comments:
---	-----------

5. Relevant group or one-on-one presentation.

Rating _____ O _____ E _____ S _____ N _____ U _____ NA	Comments:
---	-----------

6. Referral to out-of-library resources when appropriate.

Rating _____ O _____ E _____ S _____ N _____ U _____ NA	Comments:
---	-----------

7. Documented, relevant and timely evaluation of student performance when appropriate.

Rating _____ O _____ E _____ S _____ N _____ U _____ NA	Comments:
---	-----------

TENURE EVALUATION REPORT FORM**PROBATIONARY LIBRARIAN**

Revised 07/01/2012

Evaluation of:

Banner ID: @

Division/Department:

Semester/Year of Evaluation:

Semester of Probationary Service:

PART I. OBSERVATION OF WORKSITE PERFORMANCE AND RELATED DUTIES – cont.**B. FULFILLS DUTIES ADJUNCT TO CLASSROOM TEACHING AS EVIDENCED BY:**

1. Maintenance of assigned hours.

Rating

Comments:

_____ O
 _____ E
 _____ S
 _____ N
 _____ U
 _____ NA

2. Meeting administrative clerical requirements (annual reports, departmental statistics, department supply orders, equipment requests, orientation reports).

Rating

Comments:

_____ O
 _____ E
 _____ S
 _____ N
 _____ U
 _____ NA

3. Professional participation in department/division activities (business meetings, curriculum development, participation in the formulation of Student Learning Outcomes (SLOs) and the Student Learning Outcomes assessment cycle, advisory committees, etc.).

Rating

Comments:

_____ O
 _____ E
 _____ S
 _____ N
 _____ U
 _____ NA

4. Courtesy, respect and professionalism in relationships with District employees and the public.

Rating

Comments:

_____ O
 _____ E
 _____ S
 _____ N
 _____ U
 _____ NA

TENURE EVALUATION REPORT FORM

PROBATIONARY LIBRARIAN

Revised 07/01/2012

Evaluation of:	
Banner ID: @	Division/Department:
Semester/Year of Evaluation:	Semester of Probationary Service:

PART I. OBSERVATION OF WORKSITE PERFORMANCE AND RELATED DUTIES – cont.

C. DEMONSTRATES PROFESSIONAL GROWTH AS EVIDENCED BY PARTICIPATION IN PROFESSIONAL ACTIVITIES:

(See Appendix F.1 of the collective bargaining agreement for listing of appropriate activities.)

Rating _____ O _____ E _____ S _____ N _____ U _____ NA	Comments:
---	-----------

PART II. ASSESSMENT OF WORKSITE MATERIALS

(Where an "N" or "U" rating is indicated, cite specific example(s) under "comments." Any recommendations for improvement must be entered in PART IV of this form.)

Evaluation of course syllabi, class handouts, assignments, examinations and other materials generated for professional use as appropriate to assignment.

Rating _____ O _____ E _____ S _____ N _____ U _____ NA	Comments:
---	-----------

PART III. ASSESSMENT OF STUDENT EVALUATION RESPONSES

(Where performance is unsatisfactory or indicates a need for improvement, cite specific example(s) under "comments." Any recommendations for improvement must be entered in PART IV of this form.)

Provide a summary analysis of student evaluation responses with attention to indications of librarian behaviors reflecting:

- A. Courtesy, respect and professionalism in relationships with students;
- B. Encouragement of student participation in the learning process.

Comments:

TENURE EVALUATION REPORT FORM**PROBATIONARY LIBRARIAN**

Revised 07/01/2012

Evaluation of:

Banner ID: @

Division/Department:

Semester/Year of Evaluation:

Semester of Probationary Service:

PART IV. RECOMMENDATIONS FOR IMPROVEMENT**Recommendation #****Cite related evaluative criterion (e.g. Part I.A.1., Part II, etc.):**

Recommendation, including specification of the area needing improvement:

Specific goal(s) to be achieved in conjunction with this recommendation:

Time line for addressing this recommendation:

Criteria for determining compliance or satisfactory performance with respect to this recommendation:

Recommendation #**Cite related evaluative criterion (e.g. Part I.A.1., Part II, etc.):**

Recommendation, including specification of the area needing improvement:

Specific goal(s) to be achieved in conjunction with this recommendation:

Time line for addressing this recommendation:

Criteria for determining compliance or satisfactory performance with respect to this recommendation:

TENURE EVALUATION REPORT FORM**PROBATIONARY LIBRARIAN**

Revised 07/01/2012

Evaluation of:

Banner ID: @

Division/Department:

Semester/Year of Evaluation:

Semester of Probationary Service:

PART V. EVALUATION RESPONSE – TO BE COMPLETED BY PROBATIONARY LIBRARIAN**A. RESPONSE TO RECOMMENDATIONS**

Respond to the Tenure Review Committee's recommendations, as warranted for purposes of clarification, explanation of mitigating circumstances, etc. **(OPTIONAL)**

B. PROPOSAL FOR ADDRESSING RECOMMENDATIONS

Formulate a proposal for addressing any recommendations specified in PART IV. **(MANDATORY FOR CATEGORY B or C)**

TENURE EVALUATION REPORT FORM

PROBATIONARY LIBRARIAN

Revised 07/01/2012

Evaluation of:

Banner ID: @

Division/Department:

Semester/Year of Evaluation:

Semester of Probationary Service:

PART VI. CONTRACT CATEGORY PLACEMENT AND RECOMMENDATION

A. CONTRACT CATEGORY PLACEMENT FOR THIS EVALUATION

CATEGORY A

Describes performance which, as of this evaluation, results in no recommendations for improvement, or indicates a need for improvements which are not sufficiently critical to either prohibit renewal of contract for the next contract period or result in denial of tenure. Inadequate improvement upon recommendations may result in subsequent CATEGORY B or CATEGORY C placement.

CATEGORY B
(may not be used in fourth year)

Describes performance which, as of this evaluation, indicates a need for improvements which are not sufficiently critical to prohibit renewal of contract for the next contract period, but if uncorrected, would be sufficient to warrant denial of tenure. Inadequate improvement within this category may result in subsequent CATEGORY C placement.

CATEGORY C

Describes performance which, as of this evaluation, indicates serious deficiencies and/or inadequate improvement upon recommendations as required from previous CATEGORY A or CATEGORY B placement, which warrant nonrenewal of contract for the next contract period.

B. RECOMMENDATION

FOR USE WITH FALL EVALUATION ONLY

First Year

Renew Contract (Category A or Category B)

Do Not Renew Contract (Category C)

Third Year

No Contract Recommendation

Second Year

Renew Contract (Category A)

Do Not Renew Contract (Category C)

Fourth Year

Grant Tenure (Category A)

Do Not Renew Contract (Category C)

TENURE EVALUATION REPORT FORM**PROBATIONARY LIBRARIAN**

Revised 07/01/2012

Evaluation of:	
Banner ID: @	Division/Department:
Semester/Year of Evaluation:	Semester of Probationary Service:

PART VII. EVALUATOR CERTIFICATION

Faculty Evaluator – Signature:	Date:
Faculty Evaluator – Signature:	Date:
Faculty Evaluator – Signature:	Date:
Management Supervisor – Signature:	Date:

PART VIII. ACKNOWLEDGMENT OF PROBATIONARY LIBRARIAN

I have been apprised of the Tenure Review Committee's findings and have been provided with a copy of this report.

 Probationary Librarian – Signature

 Date

APPENDIX I

EVALUATION REPORT FORMS

(Tenured Faculty)

EVALUATION REPORT FORM

TENURED INSTRUCTOR

Evaluation of:

Banner ID: @

Division/Department:

Semester/Year of Evaluation:

[] Administrative Evaluation [] Peer Evaluation

PART I. OBSERVATION OF CLASSROOM/WORKSITE PERFORMANCE AND RELATED DUTIES

Evaluator appraisals of performance are indicated by the following symbols:

- O -- Instructor performance **outstanding** in this area.
- E -- Instructor performance **strong** in this area.
- S -- Instructor performance **satisfactory** in this area.
- N -- Instructor performance **needs improvement** in this area.
- U -- Instructor performance **unsatisfactory** in this area.
- NA -- **No opportunity** to observe performance relating to this area.

Where an "N" or "U" rating is indicated, example(s) of instructor behavior(s) relating with the area must be recorded under "comments." Cited example(s) must be descriptive and specific. Record exactly what happened in a situation, not merely your reaction to what happened.

Behavior reflecting special strength in an area should also be recorded under "comments" for the purpose of instructor commendation. Any recommendations for improvement must be entered in PART III of this form.

A. DEMONSTRATES COMPETENCE IN CLASSROOM TEACHING, PLANNING AND ORGANIZATION AS EVIDENCED BY:

- Breadth, depth and currency of knowledge appropriate to the subject matter of the course which is reflected in the course content and organization (knowledge of fact, detail and relationship concepts in field, craftsmanship, etc.).

Rating

Comments:

- _____ O
- _____ E
- _____ S
- _____ N
- _____ U
- _____ NA

- Proficiency in written and oral communication to students.

Rating

Comments:

- _____ O
- _____ E
- _____ S
- _____ N
- _____ U
- _____ NA

- Effective lesson presentation, understanding that there are various methods, techniques and philosophies of sound education (lectures, discussions, questioning, panels, laboratory or shop demonstration and supervision methods, etc.). For online/hybrid courses, actively teaches the class using appropriate interactive components (chats, e-mail exchanges, assignment feedback, etc.).

Rating

Comments:

- _____ O
- _____ E
- _____ S
- _____ N
- _____ U
- _____ NA

EVALUATION REPORT FORM

TENURED INSTRUCTOR

Evaluation of:

Banner ID: @

Division/Department:

Semester/Year of Evaluation:

[] Administrative Evaluation [] Peer Evaluation

PART I. OBSERVATION OF CLASSROOM/WORKSITE PERFORMANCE AND RELATED DUTIES – cont.

A. DEMONSTRATES COMPETENCE IN CLASSROOM TEACHING, PLANNING AND ORGANIZATION AS EVIDENCED BY:

4. Classroom control appropriate to the teaching environment, understanding that there are various techniques and differing levels of student maturity.

Rating

Comments:

_____ O
 _____ E
 _____ S
 _____ N
 _____ U
 _____ NA

5. Relevant out-of-class learning activities, understanding that there are various methods, techniques and philosophies of sound education (lesson assignments, papers, reports, field trips, projects, etc., and appropriate interactive components, including external links, for online/hybrid courses).

Rating

Comments:

_____ O
 _____ E
 _____ S
 _____ N
 _____ U
 _____ NA

6. Documented, relevant and timely evaluation of student performance appropriate to the subject matter of the course, understanding that there are various methods, techniques and philosophies of evaluation (testing, grading practices, etc.).

Rating

Comments:

_____ O
 _____ E
 _____ S
 _____ N
 _____ U
 _____ NA

7. Concern for student safety, instructional equipment and school property appropriate to the physical conditions of the teaching situation (lab or shop setting, etc.).

Rating

Comments:

_____ O
 _____ E
 _____ S
 _____ N
 _____ U
 _____ NA

EVALUATION REPORT FORM

TENURED INSTRUCTOR

Evaluation of:

Banner ID: @

Division/Department:

Semester/Year of Evaluation:

[] Administrative Evaluation [] Peer Evaluation

PART I. OBSERVATION OF CLASSROOM/WORKSITE PERFORMANCE AND RELATED DUTIES – cont.

B. FULFILLS DUTIES ADJUNCT TO CLASSROOM TEACHING AS EVIDENCED BY:

1. Maintenance of office hours. For online/hybrid courses, instructor replies to student inquiries in an appropriate and timely manner.

Rating

Comments:

O
 E
 S
 N
 U
 NA

2. Meeting administrative clerical requirements (attendance and grade records filled out properly and turned in on time, text and library book requests completed, etc.).

Rating

Comments:

O
 E
 S
 N
 U
 NA

3. Professional participation in department/division activities (business meetings, curriculum development, participation in the formulation of Student Learning Outcomes (SLOs) and the Student Learning Outcomes assessment cycle, advisory committees, etc.).

Rating

Comments:

O
 E
 S
 N
 U
 NA

4. Courtesy, respect and professionalism in relationships with District employees and the public.

Rating

Comments:

O
 E
 S
 N
 U
 NA

EVALUATION REPORT FORM

TENURED INSTRUCTOR

Evaluation of:

Banner ID: @

Division/Department:

Semester/Year of Evaluation:

[] Administrative Evaluation [] Peer Evaluation

PART I. OBSERVATION OF CLASSROOM/WORKSITE PERFORMANCE AND RELATED DUTIES – cont.

C. DEMONSTRATES PROFESSIONAL GROWTH AS EVIDENCED BY PARTICIPATION IN PROFESSIONAL ACTIVITIES:

(See Appendix F.1 of the collective bargaining agreement for listing of appropriate activities.)

Rating _____ O _____ E _____ S _____ N _____ U _____ NA	Comments:
---	-----------

PART II.A ASSESSMENT OF CLASSROOM/WORKSITE MATERIALS

(Where an "N" or "U" rating is indicated, cite specific example(s) under "comments." Any recommendations for improvement must be entered in PART III of this form.)

Evaluation of course syllabi, class handouts, assignments, examinations and other materials generated for professional use as appropriate to assignment. Syllabi clearly communicate student expectations, student outcomes, evaluation standards, and assignment deadlines; for online/hybrid classes, students are informed of the technical and nontechnical requirements of the class.

Rating _____ O _____ E _____ S _____ N _____ U _____ NA	Comments:
---	-----------

PART II.B ASSESSMENT OF STUDENT EVALUATION RESPONSES

Comments:

EVALUATION REPORT FORM

TENURED INSTRUCTOR

Evaluation of:

Banner ID: @

Division/Department:

Semester/Year of Evaluation:

[] Administrative Evaluation [] Peer Evaluation

PART III. RECOMMENDATIONS FOR IMPROVEMENT

Recommendation #	Cite related evaluative criterion (e.g. Part I.A.1., Part II, etc.):
Recommendation, including specification of the area needing improvement:	
Specific goal(s) to be achieved in conjunction with this recommendation:	
Time line for addressing this recommendation:	
Criteria for determining compliance or satisfactory performance with respect to this recommendation:	
Recommendation #	Cite related evaluative criterion (e.g. Part I.A.1., Part II, etc.):
Recommendation, including specification of the area needing improvement:	
Specific goal(s) to be achieved in conjunction with this recommendation:	
Time line for addressing this recommendation:	
Criteria for determining compliance or satisfactory performance with respect to this recommendation:	

EVALUATION REPORT FORM

TENURED INSTRUCTOR

Evaluation of:

Banner ID: @

Division/Department:

Semester/Year of Evaluation:

[] Administrative Evaluation [] Peer Evaluation

PART IV. EVALUATION RESPONSE – TO BE COMPLETED BY TENURED INSTRUCTOR

A. RESPONSE TO RECOMMENDATIONS

Respond to the recommendations as warranted for purposes of clarification, explanation of mitigating circumstances, etc. **(OPTIONAL)**

B. PROPOSAL FOR ADDRESSING RECOMMENDATIONS

Formulate a proposal for addressing any recommendations specified in PART III. **(MANDATORY)**

EVALUATION REPORT FORM

TENURED INSTRUCTOR

Evaluation of:

Banner ID: @

Division/Department:

Semester/Year of Evaluation:

[] Administrative Evaluation [] Peer Evaluation

PART V. EVALUATOR CERTIFICATION (For use with Administrative Evaluation only)

Certification

- Evaluation has been satisfactorily completed.
- Certification of satisfactory completion delayed pending assessment in addressing recommendations.

Student Evaluation Forms

Student evaluations were administered by _____

Name of Faculty Member

Management Supervisor Signature:

Date:

PART VI. EVALUATOR CERTIFICATION (For use with Peer Evaluation only)

Peer Evaluator Signature:

Date:

PART VII. ACKNOWLEDGMENT OF TENURED INSTRUCTOR

I have been apprised of the evaluator's findings and have been provided with a copy of this report.

Instructor Signature_____
Date

EVALUATION REPORT FORM

TENURED COUNSELOR

Evaluation of:

Banner ID: @

Division/Department:

Semester/Year of Evaluation:

[] Administrative Evaluation [] Peer Evaluation

PART I. OBSERVATION OF WORKSITE PERFORMANCE AND RELATED DUTIES

Evaluator appraisals of performance are indicated by the following symbols:

- O -- Counselor performance **outstanding** in this area.
- E -- Counselor performance **strong** in this area.
- S -- Counselor performance **satisfactory** in this area.
- N -- Counselor performance **needs improvement** in this area.
- U -- Counselor performance **unsatisfactory** in this area.
- NA -- **No opportunity** to observe performance relating to this area.

Where an "N" or "U" rating is indicated, example(s) of counselor behavior(s) relating with the area must be recorded under "comments." Cited example(s) must be descriptive and specific. Record exactly what happened in a situation, not merely your reaction to what happened.

Behavior reflecting special strength in an area should also be recorded under "comments" for the purpose of counselor commendation. Any recommendations for improvement must be entered in PART III of this form.

A. DEMONSTRATES COMPETENCE IN PROVIDING COUNSELING SERVICES AS EVIDENCED BY:

1. Breadth, depth and currency of knowledge appropriate to the assignment.

Rating _____ O _____ E _____ S _____ N _____ U _____ NA	Comments:
---	-----------

2. Proficiency in written and oral communication to students.

Rating _____ O _____ E _____ S _____ N _____ U _____ NA	Comments:
---	-----------

3. Effective use of articulation agreements and guidance to students in planning transfer programs and/or careers.

Rating _____ O _____ E _____ S _____ N _____ U _____ NA	Comments:
---	-----------

EVALUATION REPORT FORM

TENURED COUNSELOR

Evaluation of:

Banner ID: @

Division/Department:

Semester/Year of Evaluation:

[] Administrative Evaluation [] Peer Evaluation

PART I. OBSERVATION OF WORKSITE PERFORMANCE AND RELATED DUTIES – cont.

A. DEMONSTRATES COMPETENCE IN PROVIDING COUNSELING SERVICES AS EVIDENCED BY:

4. Appropriate guidance to students in values/goal clarification.

Rating

Comments:

_____ O
 _____ E
 _____ S
 _____ N
 _____ U
 _____ NA

5. Relevant group or one-on-one presentation.

Rating

Comments:

_____ O
 _____ E
 _____ S
 _____ N
 _____ U
 _____ NA

6. Referral to academic, financial and psychological support services when appropriate.

Rating

Comments:

_____ O
 _____ E
 _____ S
 _____ N
 _____ U
 _____ NA

7. Documented, relevant and timely evaluation of student performance when appropriate.

Rating

Comments:

_____ O
 _____ E
 _____ S
 _____ N
 _____ U
 _____ NA

EVALUATION REPORT FORM

TENURED COUNSELOR

Evaluation of:

Banner ID: @

Division/Department:

Semester/Year of Evaluation:

[] Administrative Evaluation [] Peer Evaluation

PART I. OBSERVATION OF WORKSITE PERFORMANCE AND RELATED DUTIES – cont.

B. FULFILLS DUTIES ADJUNCT TO COUNSELING AS EVIDENCED BY:

1. Maintenance of office hours.

Rating

Comments:

_____ O
 _____ E
 _____ S
 _____ N
 _____ U
 _____ NA

2. Meeting administrative clerical requirements (Student Education Plans, general education requirement forms, IGETC forms, etc.).

Rating

Comments:

_____ O
 _____ E
 _____ S
 _____ N
 _____ U
 _____ NA

3. Professional participation in department/division activities (business meetings, curriculum development, participation in the formulation of Student Learning Outcomes (SLOs) and the Student Learning Outcomes assessment cycle, advisory committees, etc.).

Rating

Comments:

_____ O
 _____ E
 _____ S
 _____ N
 _____ U
 _____ NA

4. Courtesy, respect and professionalism in relationships with District employees and the public.

Rating

Comments:

_____ O
 _____ E
 _____ S
 _____ N
 _____ U
 _____ NA

EVALUATION REPORT FORM

TENURED COUNSELOR

Evaluation of:

Banner ID: @

Division/Department:

Semester/Year of Evaluation:

[] Administrative Evaluation [] Peer Evaluation

PART I. OBSERVATION OF WORKSITE PERFORMANCE AND RELATED DUTIES – cont.

C. DEMONSTRATES PROFESSIONAL GROWTH AS EVIDENCED BY PARTICIPATION IN PROFESSIONAL ACTIVITIES:

(See Appendix F.2 of the collective bargaining agreement for listing of appropriate activities.)

Rating _____ O _____ E _____ S _____ N _____ U _____ NA	Comments:
---	-----------

PART II. ASSESSMENT OF WORKSITE MATERIALS

(Where an "N" or "U" rating is indicated, cite specific example(s) under "comments." Any recommendations for improvement must be entered in PART III of this form.)

Evaluation of course syllabi, class handouts, assignments, examinations and other materials generated for professional use as appropriate to assignment.

Rating _____ O _____ E _____ S _____ N _____ U _____ NA	Comments:
---	-----------

PART II.B ASSESSMENT OF STUDENT EVALUATION RESPONSES

Comments:

EVALUATION REPORT FORM

TENURED COUNSELOR

Evaluation of:

Banner ID: @

Division/Department:

Semester/Year of Evaluation:

[] Administrative Evaluation [] Peer Evaluation

PART III. RECOMMENDATIONS FOR IMPROVEMENT

Recommendation #	Cite related evaluative criterion (e.g. Part I.A.1., Part II, etc.):
Recommendation, including specification of the area needing improvement:	
Specific goal(s) to be achieved in conjunction with this recommendation:	
Time line for addressing this recommendation:	
Criteria for determining compliance or satisfactory performance with respect to this recommendation:	
Recommendation #	Cite related evaluative criterion (e.g. Part I.A.1., Part II, etc.):
Recommendation, including specification of the area needing improvement:	
Specific goal(s) to be achieved in conjunction with this recommendation:	
Time line for addressing this recommendation:	
Criteria for determining compliance or satisfactory performance with respect to this recommendation:	

EVALUATION REPORT FORM

TENURED COUNSELOR

Evaluation of:

Banner ID: @

Division/Department:

Semester/Year of Evaluation:

[] Administrative Evaluation [] Peer Evaluation

PART IV. EVALUATION RESPONSE – TO BE COMPLETED BY TENURED COUNSELOR

A. RESPONSE TO RECOMMENDATIONS

Respond to the recommendations as warranted for purposes of clarification, explanation of mitigating circumstances, etc. **(OPTIONAL)**

B. PROPOSAL FOR ADDRESSING RECOMMENDATIONS

Formulate a proposal for addressing any recommendations specified in PART III. **(MANDATORY)**

EVALUATION REPORT FORM

TENURED COUNSELOR

Evaluation of:

Banner ID: @

Division/Department:

Semester/Year of Evaluation:

[] Administrative Evaluation [] Peer Evaluation

PART V. EVALUATOR CERTIFICATION (For use with Administrative Evaluation only)

Certification

- Evaluation has been satisfactorily completed.
- Certification of satisfactory completion delayed pending assessment in addressing recommendations.

Student Evaluation Forms

Student evaluations were administered by

Name of Faculty Member

Management Supervisor Signature:

Date:

PART VI. EVALUATOR CERTIFICATION (For use with Peer Evaluation only)

Peer Evaluator Signature:

Date:

PART VII. ACKNOWLEDGMENT OF TENURED COUNSELOR

I have been apprised of the evaluator's findings and have been provided with a copy of this report.

Counselor Signature

Date

EVALUATION REPORT FORM

TENURED LIBRARIAN

Evaluation of:

Banner ID: @

Division/Department:

Semester/Year of Evaluation:

[] Administrative Evaluation [] Peer Evaluation

PART I. OBSERVATION OF WORKSITE PERFORMANCE AND RELATED DUTIES

Evaluator appraisals of performance are indicated by the following symbols:

- O -- Librarian performance **outstanding** in this area.
- E -- Librarian performance **strong** in this area.
- S -- Librarian performance **satisfactory** in this area.
- N -- Librarian performance **needs improvement** in this area.
- U -- Librarian performance **unsatisfactory** in this area.
- NA -- **No opportunity** to observe performance relating to this area.

Where an "N" or "U" rating is indicated, example(s) of librarian behavior(s) relating with the area must be recorded under "comments." Cited example(s) must be descriptive and specific. Record exactly what happened in a situation, not merely your reaction to what happened.

Behavior reflecting special strength in an area should also be recorded under "comments" for the purpose of librarian commendation. Any recommendations for improvement must be entered in PART III of this form.

A. DEMONSTRATES COMPETENCE IN PROVIDING LIBRARY SERVICES TO STUDENTS AND STAFF AS EVIDENCED BY:

1. Breadth, depth and currency of knowledge appropriate to the assignment.

Rating

Comments:

- _____ O
- _____ E
- _____ S
- _____ N
- _____ U
- _____ NA

2. Proficiency in written and oral communication to students.

Rating

Comments:

- _____ O
- _____ E
- _____ S
- _____ N
- _____ U
- _____ NA

3. Effective bibliographic instruction, including reference interview techniques.

Rating

Comments:

- _____ O
- _____ E
- _____ S
- _____ N
- _____ U
- _____ NA

EVALUATION REPORT FORM

TENURED LIBRARIAN

Evaluation of:

Banner ID: @

Division/Department:

Semester/Year of Evaluation:

[] Administrative Evaluation [] Peer Evaluation

PART I. OBSERVATION OF WORKSITE PERFORMANCE AND RELATED DUTIES – cont.

A. DEMONSTRATES COMPETENCE IN PROVIDING LIBRARY SERVICES TO STUDENTS AND STAFF AS EVIDENCED BY:

4. Worksite control appropriate to the library environment.

Rating

Comments:

_____ O
 _____ E
 _____ S
 _____ N
 _____ U
 _____ NA

5. Relevant group or one-on-one presentation.

Rating

Comments:

_____ O
 _____ E
 _____ S
 _____ N
 _____ U
 _____ NA

6. Referral to out-of-library resources when appropriate.

Rating

Comments:

_____ O
 _____ E
 _____ S
 _____ N
 _____ U
 _____ NA

7. Documented, relevant and timely evaluation of student performance when appropriate.

Rating

Comments:

_____ O
 _____ E
 _____ S
 _____ N
 _____ U
 _____ NA

EVALUATION REPORT FORM

TENURED LIBRARIAN

Evaluation of:

Banner ID: @

Division/Department:

Semester/Year of Evaluation:

[] Administrative Evaluation [] Peer Evaluation

PART I. OBSERVATION OF WORKSITE PERFORMANCE AND RELATED DUTIES – cont.

B. FULFILLS DUTIES ADJUNCT TO LIBRARY ASSIGNMENT AS EVIDENCED BY:

1. Maintenance of office hours.

Rating

Comments:

_____ O
 _____ E
 _____ S
 _____ N
 _____ U
 _____ NA

2. Meeting administrative clerical requirements (annual reports, departmental statistics, department supply orders, equipment request, orientation reports).

Rating

Comments:

_____ O
 _____ E
 _____ S
 _____ N
 _____ U
 _____ NA

3. Professional participation in department/division activities (business meetings, curriculum development, participation in the formulation of Student Learning Outcomes (SLOs) and the Student Learning Outcomes assessment cycle, advisory committees, etc.).

Rating

Comments:

_____ O
 _____ E
 _____ S
 _____ N
 _____ U
 _____ NA

4. Courtesy, respect and professionalism in relationships with District employees and the public.

Rating

Comments:

_____ O
 _____ E
 _____ S
 _____ N
 _____ U
 _____ NA

EVALUATION REPORT FORM

TENURED LIBRARIAN

Evaluation of:

Banner ID: @

Division/Department:

Semester/Year of Evaluation:

[] Administrative Evaluation [] Peer Evaluation

PART I. OBSERVATION OF WORKSITE PERFORMANCE AND RELATED DUTIES – cont.

C. DEMONSTRATES PROFESSIONAL GROWTH AS EVIDENCED BY PARTICIPATION IN PROFESSIONAL ACTIVITIES:

(See Appendix F.3 of the collective bargaining agreement for listing of appropriate activities.)

Rating

Comments:

_____ O
 _____ E
 _____ S
 _____ N
 _____ U
 _____ NA

PART II. ASSESSMENT OF WORKSITE MATERIALS

(Where an "N" or "U" rating is indicated, cite specific example(s) under "comments." Any recommendations for improvement must be entered in PART III of this form.)

Evaluation of course syllabi, class handouts, assignments, examinations and other materials generated for professional use as appropriate to assignment.

Rating

Comments:

_____ O
 _____ E
 _____ S
 _____ N
 _____ U
 _____ NA

PART II.B ASSESSMENT OF STUDENT EVALUATION RESPONSES

Comments:

EVALUATION REPORT FORM

TENURED LIBRARIAN

Evaluation of:

Banner ID: @

Division/Department:

Semester/Year of Evaluation:

[] Administrative Evaluation [] Peer Evaluation

PART III. RECOMMENDATIONS FOR IMPROVEMENT

Recommendation #	Cite related evaluative criterion (e.g. Part I.A.1., Part II, etc.):
Recommendation, including specification of the area needing improvement:	
Specific goal(s) to be achieved in conjunction with this recommendation:	
Time line for addressing this recommendation:	
Criteria for determining compliance or satisfactory performance with respect to this recommendation:	
Recommendation #	Cite related evaluative criterion (e.g. Part I.A.1., Part II, etc.):
Recommendation, including specification of the area needing improvement:	
Specific goal(s) to be achieved in conjunction with this recommendation:	
Time line for addressing this recommendation:	
Criteria for determining compliance or satisfactory performance with respect to this recommendation:	

EVALUATION REPORT FORM

TENURED LIBRARIAN

Evaluation of:

Banner ID: @

Division/Department:

Semester/Year of Evaluation:

[] Administrative Evaluation [] Peer Evaluation

PART IV. EVALUATION RESPONSE – TO BE COMPLETED BY TENURED LIBRARIAN

A. RESPONSE TO RECOMMENDATIONS

Respond to the recommendations as warranted for purposes of clarification, explanation of mitigating circumstances, etc. **(OPTIONAL)**

B. PROPOSAL FOR ADDRESSING RECOMMENDATIONS

Formulate a proposal for addressing any recommendations specified in PART III. **(MANDATORY)**

EVALUATION REPORT FORM

TENURED LIBRARIAN

Evaluation of:

Banner ID: @

Division/Department:

Semester/Year of Evaluation:

[] Administrative Evaluation [] Peer Evaluation

PART V. EVALUATOR CERTIFICATION (For use with Administrative Evaluation only)

Certification

- Evaluation has been satisfactorily completed.
- Certification of satisfactory completion delayed pending assessment in addressing recommendations.

Student Evaluation Forms

Student evaluations were administered by

Name of Faculty Member

Management Supervisor Signature:

Date:

PART VI. EVALUATOR CERTIFICATION (For use with Peer Evaluation only)

Peer Evaluator Signature:

Date:

PART VII. ACKNOWLEDGMENT OF TENURED LIBRARIAN

I have been apprised of the evaluator's findings and have been provided with a copy of this report.

Librarian Signature

Date

ADMINISTRATIVE EVALUATION FOLLOWUP FORM TENURED FACULTY MEMBER

Evaluation of:

Division/Department:

Semester/Year of Evaluation:

PART I. EVALUATOR CERTIFICATION

Evaluation has been satisfactorily completed - the Unit Member has substantially addressed the evaluation recommendations.

Evaluation has not been satisfactorily completed - the Unit Member has not substantially addressed the evaluation recommendations.

If the evaluation has not been satisfactorily completed, indicate the evaluation recommendations which the Unit Member has not satisfactorily addressed and the reasons for the nonsatisfactory performance. Cite applicable evaluation criteria.

Signature - Management Supervisor:

Date:

PART II. RESPONSE OF UNIT MEMBER (OPTIONAL)

Signature - Unit Member:

Date:

APPENDIX J

FORMAL GRIEVANCE FORMS

INSTRUCTIONS TO GRIEVANT:

Submit the original and two (2) copies of this form and any attachments to the Vice Chancellor of Human Resources.

Attach any other documents of an evidentiary nature.

Retain a copy for your files.

UNITED FACULTY
FORMAL GRIEVANCE FORM

Except with respect to a grievance pertaining to Article 17 of the CBA, grievance form must be submitted within 40 days from the time the grievant knew, or by reasonable diligence should have known, of the event or condition giving rise to the grievance.

A "day" is a weekday on which the central administrative office of the District is regularly open for business.

Grievant's Name _____

Home Telephone _____

Work Telephone _____

Home Mailing Address _____

City _____

Zip Code _____

Grievant is not represented by United Faculty

Grievant is represented by United Faculty

Name of Grievant's Representative _____

Grievant's Work Location: CC FC SCE

Division: _____ Dept/Area: _____

Name of Management Supervisor: _____

INDICATE THE LEVEL OF GRIEVANCE INITIATION:

- LEVEL ONE - Immediate Management Supervisor
- LEVEL TWO - President/Provost
- LEVEL THREE - Chancellor or Designee

DATE OF VIOLATION: Indicate the date of the alleged violation which is the basis for this grievance: _____

DESCRIPTION OF GRIEVANCE: Specify the provision(s) of the Agreement between United Faculty and the District alleged to have been violated. Describe the nature of the alleged violation, including dates, names, facts and details. Attach additional pages as necessary.

INFORMAL RESOLUTION : Have you attempted to resolve this grievance informally? YES _____ NO _____
Date of Initial Meeting

If yes, with whom? Immediate Management Supervisor Other (specify) _____

REMEDY REQUESTED: State the specific relief, action or remedy you believe is required to resolve this grievance. Attach additional pages as necessary.

Grievant's Signature: _____ Date: _____

DISTRICT RESPONSE TO GRIEVANCE: Attach additional pages as necessary.

Authorized District Signature: _____ Date: _____

Notice to Grievant: If you are not satisfied with this response and wish to appeal to the next level, you must submit a completed grievance appeal form to the Vice Chancellor of Human Resources within ten (10) days of receipt of this response. The grievance appeal form must be accompanied by a copy of this processed grievance form, along with any attachments and other documents of an evidentiary nature.

DISTRICT USE ONLY

Date Received: _____

Date of Section 24.4.4.1.3 Meeting With Grievant: _____

INSTRUCTIONS TO GRIEVANT:

Submit the original and two (2) copies of this form and any attachments to the Vice Chancellor of Human Resources.

Attach a copy of all processed grievance forms, along with any attachments and other documents of an evidentiary nature.

Retain a copy for your files.

UNITED FACULTY

FORMAL GRIEVANCE APPEAL FORM

Appeal form must be submitted within 10 days of receipt of the District's response at the previous level.

A "day" is a weekday on which the central administrative office of the District is regularly open for business.

Grievant's Name _____ Home Telephone _____ Work Telephone _____

Home Mailing Address _____ City _____ Zip Code _____

Grievant is not represented by United Faculty
 Grievant is represented by United Faculty Name of Grievant's Representative _____

Grievant's Work Location: CC FC SCE
 Division: _____ Dept/Area: _____
 Name of Management Supervisor: _____

INDICATE THE LEVEL OF GRIEVANCE APPEAL:
 LEVEL TWO - President/Provost
 LEVEL THREE - Chancellor or Designee

REASON FOR APPEAL: Indicate the specific reason(s) for requesting an appeal of this grievance.

REMEDY REQUESTED: State the specific relief, action or remedy you believe is required to resolve this grievance. Attach additional pages as necessary.

Grievant's Signature: _____ Date: _____

DISTRICT RESPONSE TO GRIEVANCE: Attach additional pages as necessary.

Authorized District Signature: _____ Date: _____

Notice to Grievant: If you are not satisfied with this response and wish to appeal to the next level, you must submit a completed grievance appeal form to the Vice Chancellor of Human Resources within ten (10) days of receipt of this response. The grievance appeal form must be accompanied by a copy of all processed grievance forms, along with any attachments and other documents of an evidentiary nature.

DISTRICT USE ONLY Date Received: _____ Section 24.4.4.2.2 Meeting: [] Yes (Date _____) [] No

INSTRUCTIONS TO GRIEVANT:

Where a grievance has been processed at Level Three, if you are not satisfied with the disposition of the grievance, you may request the Association to submit the grievance to arbitration.

Submit a copy of this form with all processed grievance forms and attachments to your grievance representative.

The decision to proceed to arbitration is at the discretion of the Association.

UNITED FACULTY

GRIEVANCE ARBITRATION REQUEST FORM

The Association shall have 20 days from receipt of the District's Level Three response to notify the District of the Association's decision to proceed to arbitration.

A "day" is a weekday on which the central administrative office of the District is regularly open for business.

Grievant's Name _____

Home Telephone _____

Work Telephone _____

Home Mailing Address _____

City _____

Zip Code _____

Grievant is not represented by United Faculty

Grievant is represented by United Faculty Name of Grievant's Representative _____

Grievant's Work Location: CC FC SCE

Division: _____ Dept/Area: _____

DATE LEVEL THREE RESPONSE RECEIVED:

_____ Date

I HEREBY REQUEST THAT THE ASSOCIATION PROCEED TO ARBITRATION:

Grievant's Signature: _____ Date: _____

APPENDIX K

COURSE ADVANCEMENT FORMS

NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

REQUEST FOR LOWER DIVISION COURSE WORK FOR ADVANCEMENT ON THE FACULTY SALARY SCHEDULE

(Advance Approval is Required)

Name _____ Date _____

Work Site: NOCE _____ CC _____ FC _____ Division/Department _____

Complete this form and submit to your Immediate Management Supervisor before taking the course(s) to assure credit on the salary schedule.

Course Title	Course No.	No. Of Units	Fall/Spring or Winter & Year	Name of College or University	Brief Description of Course Content

What courses are you currently teaching? _____

Are you planning to take courses outside of your major or minor fields? Yes _____ No _____

Are any of the above courses repetitions of courses already taken? Yes _____ No _____

Do these courses meet a requirement for a degree?

If yes, which one: Associate _____ Bachelor's _____ Master's _____ Doctorate _____

Approved:

Disapproved:

Immediate Management Supervisor Date

Immediate Management Supervisor Date

Vice President Date

Vice President Date

HUMAN RESOURCES APPROVAL:

Authorized Signature: _____ Date: _____

Submit completed form and official grade card, transcripts, completion certificate or similar evidence to Human Resources by the second Friday of August.

NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

**REQUEST FOR UPPER DIVISION AND GRADUATE LEVEL COURSE WORK FOR
ADVANCEMENT ON THE FACULTY SALARY SCHEDULE**

Name _____ Date _____

Work Site: NOCE _____ CC _____ FC _____ Division/Department _____

It is strongly recommended that you confer with your Immediate Management Supervisor prior to taking any course(s) for advancement on the schedule.

Course Title	Course No.	No. Of Units	Indicate if UPPER/ GRAD	Fall/Spring or Winter & Year	Name of College or University	Brief Description of Course Content

What courses are you currently teaching? _____

Are you planning to take courses outside of your major or minor fields? Yes _____ No _____

Are any of the above courses repetitions of courses already taken? Yes _____ No _____

Do these courses meet a requirement for a degree?

If yes, which one: Associate _____ Bachelor's _____ Master's _____ Doctorate _____

Approved:

Disapproved:

Immediate Management Supervisor Date

Immediate Management Supervisor Date

Vice President Date

Vice President Date

HUMAN RESOURCES APPROVAL:

Authorized Signature: _____ Date: _____

Submit completed form and official grade card, transcripts, completion certificate or similar evidence to Human Resources by the second Friday of August.

APPENDIX L

EXTENSIVE LABORATORY FORMS

EXTENSIVE LABORATORY APPLICATION PROCEDURE

1. Department faculty member prepares the Extensive Laboratory (EL) Classification Proposal Packet (outlined below), presents the proposal to the department full-time faculty before submission and is encouraged to consult with the department chair at the sister college.
2. The department coordinator and division IMS will provide their signatures on the application form verifying review and provide comments, if applicable, prior to the department coordinator or designee forwarding the application form and proposal packet to the Extensive Laboratory Committee (ELC) Chair.
3. Submitting faculty will be contacted by the ELC with available meeting dates and times. The purpose of the meeting is to determine if the laboratory meets the criteria for EL classification.
4. If EL status is granted, it shall become effective no later than the following academic year of the semester the EL status was granted. For example, if the ELC grants extensive laboratory classification in Fall 2022, it will be effective Fall 2023. If the ELC grants extensive laboratory classification in Spring of 2023, it will be effective Spring 2024.
5. Before EL status is denied, the ELC may request further clarification from the submitting faculty. If EL status is denied, the ELC will provide a written rationale. Programs that were denied may reapply during the next application cycle.
6. The ELC will provide the applicant, department coordinator, and division IMS with written notification of the application outcome.
7. The ELC will provide the Vice President of Instruction with an itemized list of all applications reviewed; the courses granted extensive laboratory classification and the courses denied.
8. The ELC will publish a list of all approved EL courses.

Extensive Laboratory Classification Proposal Packet Requirements

1. Application form.

2. Course Outline of Record:

Highlight or indicate those portions that apply specifically to the laboratory if this may not be evident to people outside of your discipline. For those portions that apply to both lecture and laboratory components of a course, provide a brief breakdown of the laboratory elements in the margin.

3. Course Syllabi:

Highlight those portions that apply specifically to the laboratory.

4. Lab outline or schedule and any other materials that may help establish the laboratory as extensive.

5. Brief Factual Statement:

Provide information to the Extensive Laboratory Committee (ELC) that may not be apparent from the provided documents. **Maximum of 250 words.**

The statement may address any or all of the following:

- a. Describe equipment-related set-up and breakdown responsibilities.
- b. Describe the instructor's activities during lab sessions.
- c. Describe safety hazards that require the presence of the instructor in the laboratory.

APPLICATION FOR EXTENSIVE LABORATORY CLASSIFICATION

Academic Division/Campus _____

Course Name _____

Course Prefix & Number _____

Total Catalog Units _____ Number of Lecture Hours/Week _____ Number of Lab Hours/Week _____

Presented to Department Full-Time Faculty on _____

(Date)

Submitted by Faculty _____

(Print Name)

(Date)

Department Chair _____

(Print Name)

(Signature)

(Date)

Division Dean/IMS _____

(Print Name)

(Signature)

(Date)

The status of an "extensive laboratory" may be established or amended only with the approval of the Extensive Laboratory Committee (ELC)

Extensive laboratory status shall be reviewed as part of the regular curriculum cycle to determine if the laboratory continues to meet the "extensive laboratory" criteria.

Date Application Received _____

Optional Presentation Date _____

Extensive Laboratory Committee Action
 Approved
 Denied
 Rationale Attached

If approved, the Extensive Laboratory Classification will be in effect the semester of

(Fall _____) (Spring _____)

EL Committee Chair _____

(Print Name)

(Signature)

(Date)

Requests will be reviewed in order received

EXTENSIVE LABORATORY DEFINITION CRITERIA

As defined by the Lecture/Lab Workgroup on 12/01/2021

Committee Members:

District: Cherry Li-Bugg, Joanna Schilling, Dan Willoughby

United Faculty: Christie Diep, Jeremy Peters, Mohammad Shahin

1. An extensive laboratory (EL) is a course in which laboratory components require extensive preparation work before and after the lab, and are equivalent to workload efforts in a lecture course.
2. EL courses are identified based on curricular criteria as identified in the course outline of record (COR), and do not reflect the practices of individual instructors.
3. EL courses require interactive involvement of the instructor. The instructor is required, by the nature of lab activities, to engage in extensive interaction with students in a structured manner.

The instructor:

- a. Actively presents prepared material for the lab.
 - b. Leads/supervises students during the lab activities.
 - c. Evaluates student activities that occur in the lab.
4. To receive the designation of an EL course, the following criteria must be met:
- a. The lab is scheduled separately and is not a lab activity embedded within the lecture environment.
 - b. A schedule of lab activities and assignments associated with the lab should be present in the course syllabus.
 - c. The lab requires extensive preparation and involvement of the instructor that includes preparing for lab, grading, and evaluation.
 - d. The lab results in the production of student work that requires out-of-lab evaluation by the instructor.
 - e. Students either receive a grade for the lab or a grade for the lab activities that are separate from the course lecture grade, which may be measured and combined as part of the final course grade.

EXTENSIVE LABORATORY CLASSIFICATION RUBRIC

Academic Division/Campus _____

Course Name _____

Course Prefix & Number _____

Evaluating Committee Member _____

EXTENSIVE LABORATORY DEFINITION CRITERIA

1. An extensive laboratory (EL) is a course in which laboratory components require extensive preparation work before and after the lab, and are equivalent to workload efforts in a lecture course.
2. EL courses are identified based on curricular criteria as identified in the course outline of record (COR), and do not reflect the practices of individual instructors.
3. EL courses require interactive involvement of the instructor. The instructor is required, by the nature of lab activities, to engage in extensive interaction with students in a structured manner.

To receive the designation of an EL course, the provided materials must identify the following;

Pre-laboratory Activity

- ┆ The lab is scheduled separately and is not a lab activity embedded within the lecture environment.
- ┆ Lab activities and assignments associated with the lab are present in the course syllabus and/or laboratory packet.
- ┆ The laboratory requires student preparation from a textbook, laboratory manual, handouts and/or lecture material prior to – during – and after – each laboratory session.
- ┆ Supervision of equipment maintenance, laboratory setup, acquisition of lab materials and supplies, field trip logistics, or preparation to ensure a safe environment conducive to learning.

During-laboratory Activity

- ┆ Instructor is actively engaged in lab when students are performing lab activities.
- ┆ Instructor is responsible for active facilitation of laboratory learning.
- ┆ Instructor is responsible for active delivery of curriculum.
- ┆ Instructor is responsible for significant evaluation of student work.
- ┆ Instructor is responsible for supervision of equipment and maintenance of a safe laboratory environment.

Post-laboratory Activity

- ┆ The lab results in the production of student work that requires out-of-lab evaluation by the instructor.
- ┆ Students either receive a grade for the lab or a grade for the lab activities that are separate from the course lecture grade, which may be measured and combined as part of the final course grade.

EXTENSIVE LABORATORY CLASSIFICATION CHECKLIST

This table highlights supporting documentation with the various criteria used to establish a lab as “extensive”

PRE-LABORATORY ACTIVITY	SUGGESTED SUPPORTING MATERIALS
1. Curriculum development for each lab. 2. Published schedule of individual laboratory activities. 3. Published laboratory activity objectives. 4. Published methods of evaluation. 5. The laboratory requires extensive student preparation from text and lecture materials prior to – and after – each laboratory session. 6. Supervision of equipment maintenance, laboratory setup, acquisition of lab materials and supplies, fieldtrip logistics, or preparation to ensure a safe environment conducive to learning.	COR, Syllabi COR, Syllabi, Workbooks COR, Syllabi, Workbooks COR, Syllabi COR, Syllabi, Texts, Handouts, Worksheets Chart and/or Brief Statement
DURING LABORATORY ACTIVITY	
1. Instructor is actively engaged in lab when students are performing lab activities. 2. Instructor is responsible for active facilitation of laboratory learning. 3. Instructor is responsible for active delivery of curriculum. 4. Instructor is required for safety and mentoring of lab activities. 5. Instructor is responsible for significant evaluation of student work.	COR, Syllabi COR, Syllabi, Workbooks COR, Syllabi, Workbooks Brief description and/or Charts or Lists COR, Syllabi, Workbooks, Grade Sheets, Final Grade Formula
POST-LABORATORY ACTIVITY	
1. Instructor is responsible for personal evaluation of significant student outcomes (lab exercises, exams, practicals, notebooks, portfolios, etc.) that become a component of the student grade that covers the majority of lab exercises performed during the course.	COR, Syllabi, Workbooks, Grade Sheets, Final Grade Formula

APPENDIX M

TENTATIVE AGREEMENT DATED MARCH 31, 2022

**TENTATIVE AGREEMENT BETWEEN THE
NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
AND THE
UNITED FACULTY/CCA/CTA/NEA**

March 31, 2022

This Tentative Agreement is entered into by and between the North Orange County Community College District ("NOCCCD") and United Faculty/CCA/CTA/NEA ("United Faculty"). NOCCCD and United Faculty may be referred to herein as "Party" or collectively as "Parties."

Any issue, subject, or matter discussed by the District and the United Faculty during negotiations over the 2021-2022, 2022-2023 and 2023-2024 bargaining proposals not contained in this document shall be considered withdrawn by the party presenting it. Any "oral agreement" or "understanding" not reflected in writing herein shall have no force or effect.

NOW, THEREFORE, the District proposes as follows:

The provisions of this Agreement, if ratified by the United Faculty membership and adopted by the Board of Trustees, shall constitute the complete and final settlement and obligation of the parties with respect to negotiations for the 2021-2022, 2022-2023, and 2023-2024.

ARTICLE 1 - AGREEMENT

ARTICLE 1 - AGREEMENT, shall remain unchanged except for the following amendment(s):

1.5 **TERMS OF AGREEMENT**

This Agreement shall become effective upon full ratification and continue in effect to and including June 30, 2024, and from year to year thereafter unless alteration or amendment is requested in writing in accordance with section 1.3 of this Article.

ARTICLE 5 - OFFICE HOURS

ARTICLE 5 - OFFICE HOURS, shall remain unchanged except for the following amendment(s):

5.2.5 **Office Hours**

Five and one-half (5.5) posted office hours per week on campus during each regular semester shall be scheduled at the discretion of the Unit Member and reflected on the on the Unit Member's staff assignment sheet, with the understanding that:

ARTICLE 11 – CLASS SIZE/MULTIPLE SECTIONS

ARTICLE 11 - CLASS SIZE/MULTIPLE SECTIONS, shall remain unchanged except for the following amendment(s):

11.2 MULTIPLE SECTIONS

11.2.1 Multiple section classes may be assigned as part of a Unit Member's regular contract workload. Any additions to a Unit Member's regular contract workload occurring after the beginning of the semester which involve creating or increasing a multiple section class will be considered as adding a class and subject to the provisions of Article 5, Sections 5.2.2 and 5.2.3.

11.2.2 A class may be scheduled as a multiple section prior to the first day of any instructional period; or, subsequent to the first day of the instructional period, a class may be scheduled as a multiple section, or any established multiple section class may be increased, at the discretion of the President or designee, where it is apparent that the enrollment will justify such establishment or increase.

11.2.3 Multiple classes shall be computed on the basis of the established single section maximum class size, subject to the following:

11.2.3.1 A class scheduled as one and one-half sections must attain eighty (80) percent of its established class size on the census date or it will be reclassified as a single section class.

11.2.3.2 A scheduled double section class must attain ninety (90) ~~eight (80)~~ percent of its established maximum size on the census date to count as a double section. If it does not attain 90%, ~~If it attains at least sixty (60) percent but less than eighty (80) percent,~~ the double section class will be reclassified as a one and one-half section class. If the this reclassified one and one-half section class does not one double section attains less than eighty (80) ~~sixty (60)~~ percent of its established class maximum size, it will be reclassified as a single section class.

11.2.3.3 A scheduled triple section class must attain ninety (90) ~~eight (80)~~ percent of its established maximum class size on the census date to count as a triple section. If it does not attains at least ninety (90) ~~sixty (60)~~ percent, but less than eighty (80) percent, the triple section class will be reclassified as a two and one-half section class. If this reclassified two and one-half section does not attain ninety (90) percent, it will be reclassified as a double section. If this reclassified double section does not attain ninety (90) percent of its established class maximum size, it will be reclassified as one and one-half section. If this reclassified one and one-half section does not attain eighty (80) percent, it will be reclassified as a single section.

~~If the triple section class attains at least fifty-three (53) percent but less than sixty-six (66) percent of its established maximum size, it will be reclassified as a double section class. If it attains at least forty (40) percent but less than fifty-three (53) percent of its established maximum size, it will be reclassified as a one and one-half section class. If it attains less than forty (40) percent of its established maximum size, it will be reclassified as a single section class.~~

ARTICLE 16 - DELINEATION OF DEPARTMENTS/DEPARTMENT COORDINATOR

ARTICLE 16- DELINEATION OF DEPARTMENTS/DEPARTMENT COORDINATOR, shall remain unchanged except for the following amendment(s):

16.1 GENERAL PROVISIONS

It is the intent of this Article that the department coordinator, as the designated representative of the department faculty, shall owe a good faith duty to advocate for and on behalf of the interests of the department faculty, and to facilitate full and equitable involvement of department members in the affairs of the department.

16.2 DELINEATION OF DEPARTMENTS

16.2.1 The faculty of any division may elect to establish departments within the division. Departments may be established on the basis of a discipline or service, group of related disciplines and/or services, program or other reasonable basis.

16.2.2 Where the faculty of a division have not previously elected to establish departments, upon receipt of a petition to consider the establishment of departments, signed by a simple majority of the division faculty, the Immediate Management Supervisor of the department/division shall schedule a meeting of the division faculty for that purpose.

16.2.3 Where the faculty of a division have elected to establish departments within the division, the established departmental structure of the division shall continue from year-to-year. Upon receipt of a petition for reconsideration of the departmental structure of the division, signed by a simple majority of the division faculty, the Immediate Management Supervisor of the department/division shall schedule a meeting of the division faculty for that purpose by the end of the semester/trimester in which the petition is received, provided the petition is submitted not later than sixty (60) calendar days prior to the last day of the semester/trimester; otherwise, the meeting will be conducted in the next semester/trimester.

16.2.4 When a meeting is scheduled for purposes of considering the departmental structure of the division as provided in Section 16.2.2 or Section 16.2.3, the Immediate Management Supervisor of the department/division shall entertain motions for proposals, which shall be voted upon by the division faculty in attendance at the meeting. Adoption of any motion shall be by a simple majority vote.

16.2.4.1 Except for compelling reasons, the dean of the division shall normally accept and implement the proposals adopted by the division faculty.

16.2.4.2 Where the Immediate Management Supervisor of the division does not agree with an adopted proposal, the division faculty may appoint a committee of three (3) full-time division faculty members to resolve the differences with the dean.

ARTICLE 18 – EVALUATION OF TENURED UNIT MEMBERS

ARTICLE 18- EVALUATION OF TENURED UNIT MEMBERS, shall remain unchanged except for the following amendment(s):

~~Remove for clarity "Tenure Faculty Evaluation Pilot Forms" from articles 18.4.1; 18.5.4.1; 18.6.2.1.~~

Replace Tenure Evaluation Forms in Appendix I with Tenure Evaluation Forms in Appendix K.

18.4 CONDUCT OF EVALUATION

18.4.1 Evaluations shall utilize the criteria incorporated as Appendix F and the Evaluation Report Forms incorporated as Appendix K - Tenured Faculty Student valuation ~~Pilot~~ Forms, as appropriate to the assignment of the Unit Member being valuated. Any observation or evaluation of a Unit Member's performance shall be based upon the criteria established in this Article and shall not be conducted except in accordance with the provisions of this Article.

18.5 ADMINISTRATIVE EVALUATION

18.5.4 Preparation of Evaluation Report

18.5.4.1 Subsequent to the classroom/worksite observation and receipt of the student evaluation forms ~~peer student evaluation summary~~, the Immediate Management Supervisor shall prepare a written evaluation utilizing the appropriate evaluation report form (Appendix K - Tenured Faculty Student Evaluation ~~Pilot~~ Forms).

18.5.4.2 The evaluation report should address each evaluative criterion, as appropriate, outline areas of strength and include recommendations, if warranted, and shall include comments regarding the ~~peer student evaluation forms~~ summary.

18.6 STUDENT EVALUATION

18.6.2 Compilation of Student Evaluation Forms

18.6.2.1 The faculty member administering the student evaluations shall ~~prepare a summary of the Student Evaluation Forms, by class section, including a summary of the ratings and significant student comments, which shall be provided to the Unit Member being evaluated and provide the completed student evaluation forms to the Immediate Management Supervisor within five-business days of administering~~ complete the student evaluations. The Immediate Management Supervisor will comment on ~~this information~~ the student evaluation forms in Part II. B (Appendix K – Tenured Faculty Student Evaluation ~~Pilot~~ Forms).

~~18.6.2.2 The faculty member shall place the completed Student Evaluation Forms in a sealed envelope with their signature across the sealed envelope tab. The completed Student Evaluation Forms and the summary shall be returned to the Division Office Immediate Management Supervisor by the faculty member administering the student evaluations within five-business days of completing the student evaluations.~~

~~18.6.2.2 The Student Evaluation Forms shall be retained by the faculty member administering the student evaluations until the end of the semester/term and until final grades have been posted at which time they shall be delivered to the Unit Member.~~

~~18.6.2.32 The Student Evaluation Forms shall be reviewed by the Immediate Management Supervisor and shall be retained, unopened, by the Division Office in a secure location until the end of the semester/term and until final grades have been posted at which time they shall be delivered to the Unit Member.~~

~~18.6.2.3 The Immediate Management Supervisor may request a post evaluation meeting to review the student evaluations after the semester ends and prior to the end of the following semester. The Unit Member shall bring all Student Evaluation Forms to the meeting for review and discussion. At the request of the unit member, the peer may attend the post evaluation meeting.~~

ARTICLE 20 – SALARY PROVISIONS

ARTICLE 20- SALARY PROVISIONS, shall remain unchanged except for the following amendment(s):

20.2 CLASS ADVANCEMENT

20.2.1 Advancement from one (1) class to another will be authorized only after the individual involved has filed a request for such advancement and submitted satisfactory evidence substantiating the request, such as transcripts or grade cards. The evidence must be submitted to the Office of Human Resources on or before the second Friday in August and must be approved by the Vice Chancellor of Human Resources or designee. Refer to Appendix L for Course Advancement Forms.

20.2.1.1 Lower division course work must be approved in advance by the Immediate Management Supervisor.

20.2.1.2 Upper division and graduate level course work is strongly recommended that the unit member confer with your Immediate Management Supervisor prior to taking any course(s).

20.2.2 Class advancement shall be limited to one (1) column per year. Any excess units earned while a Unit Member is attempting to qualify to advance to a specific class may be used to satisfy the requirements necessary for any further advancement.

20.2.3 All units are equated as semester units; quarter units will be converted to semester units on a ratio of one (1) quarter unit equaling two-thirds (2/3) semester unit.

20.2.4 Graduate and upper division units related to the Unit Member's assignment qualify for advancement from one class to another.

20.2.5 Not more than fifteen (15) lower division units as listed below may qualify for each class advancement:

20.2.5.1 Units beyond the minimum qualifications which are related to the Unit Member's assignment;

20.2.5.2 Units completed by a Unit Member in a District-approved retraining program;

20.2.5.3 Other units recommended by the Immediate Management Supervisor.

SALARY ADJUSTMENT FOR THE 2021-2022 FISCAL YEAR

The Regular and Contract Faculty Summer Intersession Teaching Salary Schedule will first be increased by five-point zero seven percent (5.07% funded COLA) and then increased by five percent (5.0%) across the schedule, effective Summer 2022.

Unit members will be provided a one-time off-schedule salary payment in the amount of five thousand dollars (\$5,000.00) within sixty (60) days after ratification and Board approval.

SALARY ADJUSTMENT FOR THE 2022-2023 FISCAL YEAR

The Regular and Contract Faculty Salary Schedules will first be increased by five-point zero seven percent (5.07% funded COLA) for 2021-2022 and then increased by the funded COLA for 2022-2023, across the schedule, effective Fall 2022.

The Regular and Contract Faculty Overload Teaching Schedule will first be increased first by five-point zero seven percent (5.07% funded COLA) for 2021-2022 and then increased by funded COLA for 2022-2023, across the schedule, effective Fall 2022.

The Regular and Contract Faculty Overload Nonteaching Schedule will first be increased by five-point zero seven percent (5.07% funded COLA) for 2021-2022 and then increased by funded COLA for 2022-2023, across the schedule, effective Fall 2022.

The Regular and Contract Faculty Summer Intersession Teaching Salary Schedule will be increased by funded COLA for 2022-2023, across the schedule, effective Summer 2023.

Two-thousand dollars (\$2,000.00) of the current fringe benefit allowance (\$4,646.10) will be moved to the salary schedules, effective Fall 2022. The remaining balance of \$2,646.10 shall remain as fringe benefit allowance.

SALARY ADJUSTMENT FOR THE 2023-2024 FISCAL YEAR

The Regular and Contract Faculty Salary Schedules will be increased by funded COLA, across the schedule, effective Fall 2023.

The Regular and Contract Faculty Overload Teaching Schedule will be increased by funded COLA, across the schedule, effective Fall 2023.

The Regular and Contract Faculty Overload Nonteaching Schedule will be increased by funded COLA, across the schedule, effective Fall 2023.

The Regular and Contract Faculty Summer Intersession Teaching Salary Schedule will be increased by funded COLA, across the schedule, effective Summer 2024.

ARTICLE 21 - EMPLOYEE BENEFITS

ARTICLE 21- EMPLOYEE BENEFITS, shall remain unchanged except for the following amendment(s):

21.1 HOSPITALIZATION AND MEDICAL CARE PLAN

21.1.1 The District is currently a participating agency in the CalPERS Hospital and Medical Care plan which allows eligible Unit Members to select from several plans for their hospitalization and medical care.

21.1.2 The District will pay the full cost of the employee-only premium for eligible Unit Members employed fifty (50) percent or more. ~~Effective January 1, 2021 and implemented in February 2021, an adjusted amount for dependent care medical premiums will be provided to eligible Unit Members who currently pay out of pocket premiums for the remaining months of 2020-2021. Effective July 1, 2021, January 1, 2023,~~ the District will contribute a maximum up to ~~\$8,058.00~~ \$8,494.00 annually towards plus one dependent care medical premiums. ~~Effective January 1, 2023, the District will contribute a maximum up to \$13,590.00 annually towards family plan medical premiums.~~ Any additional premiums for dependent medical will be paid by the ~~Unit Member~~ by automatic payroll deductions in accordance with established District payroll procedure. This contribution is separate and distinct from the fringe benefit allowance.

If the Kaiser Other Southern California rate increases in excess of \$8,494.00 or \$13,590.00 effective January 2023, the District will increase the District contribution for employee plus one dependent and family for the 2023 benefit year, not to exceed the 2022-2023 funded COLA percentage.

If the Kaiser Other Southern California rate increases in excess of the January 2024 District contribution amounts effective January 2024, the District will increase the District contribution for employee plus one and family for the 2024 benefit year, not to exceed the 2023-2024 funded COLA percentage.

21.1.3 An eligible Unit Member who elects not to participate in the District's hospitalization and medical care plan will receive an addition of three hundred (300) dollars to the annual discretionary fringe benefit allowance.

21.2 FRINGE BENEFIT ALLOWANCE

21.2.1 The District will provide an annual fringe benefit allowance, in the amount negotiated by the parties (the current rate is \$2,646.10) to eligible Unit Members. The amount of the allowance shall be prorated based on the Unit Member's percentage of employment.

21.2.2 The fringe benefit allowance for eligible Unit Members will be paid as compensation. This allowance may be allocated towards the NOCCCD Section 125 Plan and/or a qualified tax sheltered annuity. The fringe benefit allowance may be allocated toward the premium cost(s) of optional benefits for any District approved vendor.

21.2.3 The total cost of the Unit Member's benefit choice(s) exceeding the Unit Member's own medical premium will be deducted from the Unit Member's paycheck in accordance with established District payroll procedure.

21.2.4 Selection of a 403(b) or 457 investment plan option must be from the list of approved District vendors. Unit Members may contact the District's Third Party Administrator, for options and enrollment documents. Unit Members are responsible for contacting the investment company and completing the necessary paperwork to establish an account.

21.3 RETIREE BENEFITS

~~21.3.6 The Insurance and Benefits Committee will resume meeting in Spring 2021 to research and analyze retiree benefit options for all groups and make recommendations for negotiations for faculty hired after July 1, 2021.~~

21.5 DISTRICT INSURANCE AND BENEFITS COMMITTEE

21.5.1 The Association shall be entitled to appoint four (4) members to the District Insurance and Benefits Committee with the understanding that the total membership of the District Insurance and Benefits Committee shall not exceed eleven (11).

21.5.2 No new plan will be instituted for Unit Members unless that plan has been presented to approved by the District Insurance and Benefits Committee for feedback and input, and approved by the Board of Trustees.

21.5.3 No existing plan will be modified or dropped solely by the District action unless such action has been presented to approved by the District Insurance and Benefits Committee for feedback and input, and approved by the Board of Trustees.

21.5.4 While the Association may negotiate the amount of fringe benefits, the District Insurance and Benefits Committee will recommend specific carriers.

21.5.6 For the term of this Agreement, the present policy concerning faculty passes to college events will remain in effect.

21.5.7 Parking for each Unit Member will be granted in the designated areas at no charge.

ARTICLE 27 – COMPENSATION FOR HIRING SEARCH COMMITTEE SERVICE BEYOND REGULAR CONTRACT YEAR

ARTICLE 27- COMPENSATION FOR HIRING SEARCH COMMITTEE SERVICE BEYOND REGULAR CONTRACT YEAR, shall remain unchanged except for the following amendment(s):

27.1 Unit Members who serve on hiring search committees during the regular semester/~~trimesters~~ while in paid status, including service while on a sabbatical leave, load banking leave, phase-in retirement, partial load reduction or other paid leave, will not receive additional compensation for such service. The provisions of this section include any such service performed by the Unit Members on weekends and holidays that fall within the semester/~~trimester~~.

27.2 Unit Members will be compensated for authorized hiring search committee service (committee meetings and applications evaluated) which is performed during periods outside of the regular semesters/trimesters (i.e., intersessions), provided the service is not performed during times when the Unit Member would otherwise be compensated. Such service shall be compensated hourly, at the laboratory rate according to the Regular and Contract Faculty Overload Teaching Salary Schedule (Appendix B).

27.2.1 Unit Members will be compensated for the number of applications evaluated as follows:

<u>Number</u>	<u>Compensation</u>
<u>1-25</u>	<u>2 hours</u>
<u>26-50</u>	<u>4 hours</u>
<u>51-75</u>	<u>6 hours</u>
<u>76-100</u>	<u>8 hours</u>
<u>101-125</u>	<u>10 hours</u>
<u>126-150</u>	<u>12 hours</u>
<u>151-175</u>	<u>14 hours</u>
<u>176-200+</u>	<u>16 hours</u>

27.3 Required Authorization

Unit Members must have written approval from the campus President/Provost or designee prior to performing any hiring search committee service during periods outside their regular contract year. Hiring Search committee service performed without prior written authorization shall be deemed to have been performed as part of the regular contract workload and shall not be eligible for additional compensation.

ARTICLE 28

CREDIT INTERNSHIP/WORK EXPERIENCE PROGRAM (NEW ARTICLE)

ARTICLE 28- CREDIT INTERNSHIP/WORK EXPERIENCE PROGRAM, shall remain unchanged except for the following amendment(s):

28.1 This Program outlines the duties, responsibilities, and compensation structure in assuming a Credit Internship/Work Experience assignment. This Program pertains specifically to Credit Internship/Work Experience. This Agreement is exclusive of the Anaheim Internship Mentoring Experience Program (AIME).

28.1.1 In accordance with Title 5 §58051(b), the student/instructor ratio in the work-experience education program shall not exceed 125 students per full-time equivalent academic instructor.

28.1.2 In accordance with Title 5 §55256.5 (d), ~~requires when calculating Cooperative work experience hours, it is important to note that Cooperative work experience unit/hours are not lecture hours. although~~ Orientation hours ~~can~~ may be incorporated as part of the Cooperative-work experience course.

28.1.3 All Internship/Work Experience courses are part of the existing state-approved curriculum and will enroll at least one (1) but no more than forty (40) students per faculty member per term.

28.2 COMPENSATION

Compensation for Internship/Work Experience for ALL programs is .125 LHE of the and Contract Overload lecture unit rate paid per enrolled student at census, regardless of the number of lab units associated with the course.

28.3 MILEAGE

Mileage reimbursement for Internship/Work Experience assignments will be in accordance with AP 7400 Travel and Conference Attendance.

28.4 DUTIES AND RESPONSIBILITIES

28.4.1 Understand and follow the Internship/Work Experience program guidelines and term timelines.

28.4.2 Revise course outlines of record to reflect accurately the nature of Internship/Work Experience. Internship/Work Experience unit/hours are lab hours.

28.4.3 Assure that all student employment is directly related to the Internship/Work Experience class in which the student is enrolled.

28.4.4 Determine that each participating student qualifies to be enrolled in an Internship/Work Experience course. Qualifications are:

28.4.4.1 Pursue a planned program in a major where Internship/Work Experience is available. This means the student has a major with goals decided and the Internship/Work Experience will assist in achieving his/her goals.

28.4.4.2 On-the-job learning experiences that contribute to their occupational or educational goals.

28.4.5 Evaluate and determine that each work site and job assignment is appropriate for the Internship/Work Experience student placement.

28.4.6 Refer and recommend students to possible employment opportunities or job placement as appropriate.

28.4.7 Assist each student in developing a minimum of three clearly defined on-the-job learning objectives to be completed successfully prior to the end of the term.

28.4.8 Maintain accurate records of each student's progress including attendance, days and hours worked, classroom assignments, roll books, final grades, in person employer conferences, student consultations, and student achievement evaluations.

28.4.9 Complete all required paperwork as outlined in the Internship/Work Experience Program Guidelines prior to the start of the Internship/Work Experience.

28.4.10 Complete all student liability forms and procedures prior to the student starting work. Worker's compensation for paid Internship/Work Experiences are covered by the employer offering the Internship/Work Experience. For unpaid Internship/Work

Experiences, inform employers that the NOCCCD provides Worker's Compensation Insurance for Internship/Work Experience Students.

28.4.11 Confirm that all students and employers are aware of the procedures to be followed in the event of any injuries acquired on the job:

28.4.11.1 Review the attached Manager's Procedures for Handling Work Related Injuries and Information about Worker's Compensation Claim Process. (For purposes of providing Worker's Compensation coverage to the student intern of unpaid Internship/Work Experience, the faculty member would be considered the "manager" and the student intern would be considered the "employee.").

28.4.12 Hold at least three (3) in-person student consultation meetings to maintain ongoing consultation, monitor overall progress, and support success. Document all student consultations.

28.4.13 Faculty members are responsible for in-person consultation at job site(s) with the employer or designated representative(s) to discuss students' educational goals before the start of the term or before census unless:

28.4.13.1 faculty have been at the worksite within the last academic year;

28.4.13.2 the student is repeating the course at the employer's worksite;

28.4.13.2.1 the work site or organization has been the site of numerous previous assignments by other students of the College/District;

28.4.13.3 the worksite location is greater than thirty (30) miles from the College;

28.4.13.4 the faculty member and student are working in a virtual office. Under one of these circumstances outlined above, the faculty member may use alternative means to consult, such as telephone, teleconference, or email/internet.

28.4.14 Faculty members are responsible for a second in-person job site consultation with the employer or designated representative(s) to discuss students' educational growth at the midpoint of the term unless:

28.4.14.1 they have been at the worksite within the last academic year;

28.4.14.2 the student is repeating the course at the employer's worksite;

28.4.14.3 the work site has been the site of numerous previous assignments by other students of the College/District;

28.4.14.4 the worksite location is greater than thirty (30) miles from the College;

28.4.14.5 the faculty member and student are working in a virtual office.

- 28.4.14.6 Under one of these circumstances outlined above, the faculty member may use alternative means to consult, such as telephone, teleconference, or email/internet.
- 28.4.15 Prior to the end of the term, discuss with the employer the work place portion of the evaluation including:
 - 28.4.15.1 Successful completion of the required number of work hours;
 - 28.4.15.2 Successfully meeting the three on-the-job learning objectives, and the methods used to evaluate the objectives;
 - 28.4.15.3 Completion of any additional required assignments and paperwork.
 - 28.4.15.4 The faculty member can conduct this discussion with the employer in person, telephone, teleconference or email/internet.
- 28.5 Submit grades and all required paperwork, fully completed to the Division office per the term timelines.

ARTICLE 29 – EXTENSIVE LABORATORY (NEW ARTICLE)

ARTICLE 29 – EXTENSIVE LABORATORY, shall remain unchanged except for the following amendment(s):

29.1 EXTENSIVE LABORATORY AGREEMENT

- 29.1.1 Laboratory courses are established as “extensive” through the approval process outlined in this Article and the Extensive Laboratory Application, **Definition Criteria**, Classification Rubric, and Classification Checklist found in Appendix M.
- 29.1.2 The laboratory hour for all courses established as Extensive Laboratory shall be compensated at 1 to 1 or 100% of a lecture hour.
- 29.1.3 All lab units/hours for Extensive Laboratory courses must be in compliance with current regulations and laws outlined in the Program and Course Approval Handbook (PCAH).
- 29.1.4 The implementation of approved Extensive Laboratory courses shall be effective Fall 2023.
- 29.1.5 The status of an Extensive Laboratory may be established or amended only with the approval of the Extensive Laboratory Committee (ELC).

29.2 EXTENSIVE LABORATORY COMMITTEE

- 29.2.1 The District Extensive Laboratory Committee, will be established to implement the recommended procedures and guidelines. The purpose of the ELC is as follows:
 - 29.2.1.1 Uphold the criteria and guidelines to identify extensive laboratory courses that qualify under the definitions.
 - 29.2.1.2 Solicit applications from departments.

- 29.2.1.3 Review and evaluation applications
- 29.2.1.4 Application approval or denial will be conducted based on consensus; majority vote will prevail.
- 29.2.1.5 Report extensive laboratory approvals to the appropriate groups to ensure implementation.

29.2.2 The District ELC shall consist of five (5) tenured unit members and **three (3)** management team members for a total of **eight (8)** members as follow:

- 29.2.2.1 One (1) tenured unit member from each campus (Cypress College and Fullerton College) appointed by each campus Faculty/Academic Senate.
- 29.2.2.2 One (1) tenured unit member from each campus (Cypress College and Fullerton College) appointed by each Curriculum Committee.
- 29.2.2.3 One (1) tenured unit member appointed by United Faculty.
- 29.2.2.4 One (1) management team member from each campus and **District Services** (Cypress College, Fullerton College, and **District Services**).
- 29.2.2.5 Committee members shall be appointed for a two-year term and may be reappointed to serve additional terms.
- 29.2.2.6 The committee will appoint a chair from the faculty unit members.

29.3 TIMELINE

- 29.3.1 Before the end of the Spring semester, the ELC chair will inform each campus (Cypress College and Fullerton College) of the ELC scope and function relating to extensive laboratory evaluation and issue an invitation to departments with laboratory assignments to prepare applications and supporting documents that seek to apply for EL classification.
- 29.3.2 Unit members/departments that wish to have the ELC consider designating one or more of their laboratory courses as EL with have until September 1 of each academic year to submit the applications and supporting documents.
- 29.3.3 The ELC will meet the first week of September each academic year to establish dates and deadlines for the review and approval process. These shall include meeting dates, deliberations, and deadlines for revisions, resubmissions, and final approvals.
- 29.3.4 Submitting unit members may be contacted by the ELC to meet with the committee to review the application and course materials if further clarifications are needed.

~~An Extensive Lab Workgroup will be formed by October 2021 with three representatives from United Faculty and three representatives from the District. The charge of this workgroup is to identify extensive labs and to establish procedures, rubric, and ratio compensation for laboratory assignments. The goal of the Extensive Lab Workgroup is to reach mutual~~

~~agreement by Fall 2022. When mutual agreement is achieved, implementation will occur within the following two semesters.~~

COMPARABILITY ANALYSIS

With the shifting of the \$2,000.00 fringe benefits to salary, United Faculty agrees that the District has fulfilled the 2013 MOU. The 2013 MOU shall not be cited for any purpose in the future.

Future compensation increases are subject to negotiations. Every three years, the parties agree to utilize the seven (7) Districts, column and step benchmarks for comparability purposes.

Districts

- 1) Cerritos Community College District
- 2) Coast Community College District
- 3) Long Beach City College
- 4) Mt. San Antonio Community College District
- 5) Rancho Santiago Community College District
- 6) Riverside Community College District
- 7) Rio Hondo College

NOCCCD Column and Step Benchmarks

- 1) Class B, Step 8
- 2) Class E, Step 13
- 3) Class E, Step 20
- 4) Class F, Step 25

PERB UNFAIR PRACTICE CHARGE NO. LA-CE-6590-E

The parties have reached a Settlement Agreement dated December 9, 2021 which will be incorporated into the Collective Bargaining Agreement.

PERB UNFAIR PRACTICE CHARGE NO. LA-CE-6662-E

United Faculty will withdraw with prejudice Unfair Practice Charge No. LA-CE-6662-E within seven (7) calendar days of full ratification of this tentative agreement.

SPRING 2022 COVID MOU

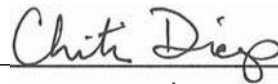
The parties agree to the attached Spring 2022 COVID MOU.

INTEREST BASED BARGAINING

The parties agree to participate in Interest Based Bargaining (IBB) or similar training sessions and explore the potential for utilizing IBB for future negotiations.

NORTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

UNITED FACULTY/CCA/CTA/NEA



Date: 03-31-2022

Date: 3/31/2022