

# **AGREEMENT BETWEEN**

**Ventura County Community College District  
Moorpark – Oxnard – Ventura**

**And**

**Ventura County Federation of College Teachers  
AFT Local 1828, AFL-CIO**

**July 1, 2022 through June 30, 2025**

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VCCCD/AFT Collective Bargaining Agreement

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**Article 1: Effective Date and Parties to Agreement**

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**1.1 Effective Date**

The collective bargaining agreement (hereafter referred to as "Agreement") is made and entered into July 1, 2022, between the VENTURA COUNTY FEDERATION OF COLLEGE TEACHERS, AFT, LOCAL 1828, AFL-CIO (hereinafter referred to as "Federation") and the VENTURA COUNTY COMMUNITY COLLEGE DISTRICT (hereinafter referred to as "District").

**Article 2: Recognition**

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**2.1 Recognition**

The District recognizes the Federation as the exclusive representative for all academic employees (hereafter referred to as “bargaining unit” or “unit”), as set forth in the June 2, 1977, Educational Employment Relations Board Certification of Representative, as amended:

The bargaining unit INCLUDES: All full-time and part-time academic employees, except management, supervisory, and confidential employees as defined in the Educational Employment Relations Act, including persons employed in the following academic classifications:

- Athletic Director
- Coach
- Coordinator
- Coordinator of Institutional Research
- Counselor
- Counselor/Coordinator
- Department Chair
- Facilitator
- Faculty Interns (pursuant to California Code of Regulations, Title 5, §53500, et seq.)
- Instructor
- Instructor/Coordinator
- Librarian
- Library Director
- Nursing Director
- Specialist
- Student Personnel Worker

The bargaining unit EXCLUDES all classified employees and all management, supervisory and confidential employees, including the following positions:

- Chancellor
- Vice Chancellor
- Associate Vice Chancellor
- President
- Executive Director, Executive Vice President, Vice President
- Assistant Vice President
- Associate Vice President
- Dean
- Assistant Dean
- Associate Dean
- Director (excluding athletics, library, and nursing)

The parties shall jointly petition the California Public Employment Relations Board for such unit modification as may be necessary to implement the terms of this Section.

- 2.2 The words “faculty” and “faculty member” as used hereinafter in this Agreement refer only to such persons as are members of the bargaining unit defined in Section 2.1. The term “contract faculty member” shall mean a faculty member who is employed on the basis of a contract, as defined in section 87601, subdivision (a), of the Education Code. The term “non-contract faculty member” shall mean a faculty member who is employed on the basis of an offer of temporary employment. The term “regular faculty member” shall mean a contract faculty member, as defined above, who is reemployed as a contract faculty member subsequent to their second year of contract employment.
- 2.3 Any classified, classified confidential, supervisory, or management employees who, in addition to their primary work assignment, are assigned a non-contract faculty assignment, shall be governed by this Agreement for purposes of the non-contract faculty assignment.

**Article 3: Salary**

- 3.1. Increase all faculty salary schedules by 8% effective July 1, 2022 and 4% effective July 1, 2023.
- 3.1.A. In addition, a one-time off-schedule payment equal to 2% of the employee’s annual salary will be provided to all faculty employed in the 2022-2023 academic year to be distributed as follows:
- 3.1.A.(1) Contract faculty shall receive 2% of their 2022-2023 base contract salary, to be calculated after the application of the 8% on-schedule increase, within 90 days of the approval of this agreement by the Board of Trustees.
- 3.1.A.(2) Non-contract faculty shall receive a payment of 2% of the total pay for their Fall 2022 non-contract load within 90 days of the approval of this agreement by the Board of Trustees.
- 3.1.A.(3) Non-contract faculty shall receive an additional 2% of their total pay for the Spring 2023 non-contract load on the end of June pay warrant.
- 3.1.B. Either party may reopen Article 3 for 2024-2025 fiscal year by giving notice by January 31, 2024. Both parties agree that no reduction in salaries shall occur as a result of this reopening.
- 3.2 The contract faculty salary schedule is based on a ten (10) month contract consisting of 175 contract days as specified in Article 9 (Calendar).
- 3.3 All contract faculty members shall be compensated on the basis of the following schedule, effective July 1, 2022.

<b>CONTRACT ACADEMIC SALARY SCHEDULE - EFFECTIVE JULY 1, 2022</b>					
STEP	CLASS I Appropriate Credential or MA	CLASS II BA + 45 Units With MA	CLASS III BA + 60 Units With MA	CLASS IV BA + 75 Units With MA	CLASS V Earned Doctorate
1	58,068	63,874	69,677	75,486	81,289
2	60,970	66,776	72,583	78,386	84,192
3	63,874	69,677	75,486	81,289	87,097
4	66,776	72,583	78,386	84,192	89,999
5	69,677	75,486	81,289	87,097	92,900
6	72,583	78,386	84,192	89,999	95,809
7	75,486	81,289	87,097	92,900	98,709
8	78,386	84,192	89,999	95,809	101,612
9	81,289	87,097	92,900	98,709	104,514
10	84,192	89,999	95,809	101,612	107,417
11	87,097	92,900	98,709	104,514	110,318
12	89,999	95,809	101,612	107,417	113,222
13	92,900	98,709	104,514	110,318	116,124
14	95,809	101,612	107,417	113,222	119,026
15	98,709	104,514	110,318	116,124	121,932



**ARTICLE 3**  
**Salary**

Years	Reflects Base Salary at Step 15 plus longevity increment				
16-20 6% of CL 1, ST1	102,193.08	107,998.08	113,802.08	119,608.08	125,416.08
21-25 9% of CL 1, ST1	103,935.12	109,740.12	115,544.12	121,350.12	127,158.12
26-30 12% of CL 1 ST1	105,677.16	111,482.16	117,286.16	123,092.16	128,900.16
31+ 15% of CL 1, ST1	107,419.20	113,224.20	119,028.20	124,834.20	130,642.20

ABOVE SALARIES BASED ON TEN-MONTH YEAR FOR INSTRUCTORS

Maximum of seven (7) years' credit for prior experience.

The maximum monthly rate for long-term substitutes/temporary non-tenure track assignments is \$7,838.60 (1/10 of Class I, Step 8) – exceptions subject to Board approval.

<b>CONTRACT ACADEMIC SALARY SCHEDULE - EFFECTIVE JULY 1, 2023</b>					
STEP	CLASS I Appropriate Credential or MA	CLASS II BA + 45 Units With MA	CLASS III BA + 60 Units With MA	CLASS IV BA + 75 Units With MA	CLASS V Earned Doctorate
1	60,391	66,429	72,465	78,506	84,541
2	63,409	69,448	75,487	81,522	87,560
3	66,429	72,465	78,506	84,541	90,581
4	69,448	75,487	81,522	87,560	93,599
5	72,465	78,506	84,541	90,581	96,616
6	75,487	81,522	87,560	93,599	99,642
7	78,506	84,541	90,581	96,616	102,658
8	81,522	87,560	93,599	99,642	105,677
9	84,541	90,581	96,616	102,658	108,695
10	87,560	93,599	99,642	105,677	111,714
11	90,581	96,616	102,658	108,695	114,731
12	93,599	99,642	105,677	111,714	117,751
13	96,616	102,658	108,695	114,731	120,769
14	99,642	105,677	111,714	117,751	123,788
15	102,658	108,695	114,731	120,769	126,810

Years	Reflects Base Salary at Step 15 plus longevity increment				
16-20 6% of CL 1, ST1	106,281.46	112,318.46	118,354.46	124,392.46	130,433.46
21-25 9% of CL 1, ST1	108,093.19	114,130.19	120,166.19	126,204.19	132,245.19
26-30 12% of CL 1 ST1	109,904.92	115,941.92	121,977.92	128,015.92	134,056.92
31+ 15% of CL 1, ST1	111,716.65	117,753.65	123,789.65	129,827.65	135,868.65

NOTE: ABOVE SALARIES BASED ON TEN-MONTH YEAR FOR INSTRUCTOR

Maximum of seven (7) years' credit for prior experience.

The maximum monthly rate for long-term substitutes/temporary non-tenure track assignments is \$8,152.20 (1/10 of Class I, Step 8) – exceptions subject to Board approval.

3.3.A. Service increments based on years of service to the Ventura County Community College District shall be added to base salaries at step 15 of the appropriate class as follows:

(1) Years 16-20: Add 6% of Class 1, Step 1 to the Step 15 Salary

(2) Years 21-25: Add 9% of Class 1, Step 1 to the Step 15 Salary

(3) Years 26-30: Add 12% of Class 1, Step 1 to the Step 15 Salary

(4) Years 31+: Add 15% of Class 1, Step 1 to the Step 15 Salary

3.3.B. The basic monthly rate for a contract faculty member shall be one tenth of the yearly salary for the class and step in which such faculty member has been placed pursuant to the criteria and salary schedule set forth in this Article.

3.3.C. Extra days for extended contract coaching positions shall be determined by the Dean in consultation with the Athletic Director and coaches prior to the start of the academic year.

3.3.C.(1) Extra days shall be calculated as the number of non-contractual days (excluding weekends) that fall during the sport's entire season, from when practice begins through the end of playoffs. (The Commission on Athletics Constitution shall be used to determine the dates of the start of practice and the end of playoffs for all sports.)

3.3.C.(2) The amount of the extra contract shall be determined by dividing the number of non-contractual days (as outlined above) by 175.

3.3.C.(2)a. Example: Softball season practice begins Jan. 9 and playoffs end May 13. During this season there are eight non-contractual days (three holidays and five break days). Eight divided by 175 is .0457. The extended contract for the Head Coach for softball would be .0457 of a year.

3.3.C.(3) Faculty who are in a coaching position on July 1, 2001 will not have their extra days of assignment reduced because of the implementation of this agreement.

3.3.D. Contract faculty shall have the option to have their annual salary paid in ten (10) or twelve (12) equal monthly payments.

**3.4 Qualifications for the Contract Faculty Salary Schedule**

3.4.A. Qualifications for Class I are:

3.4.A.(1) Possession of a Bachelor's degree from an accredited college or university; or

3.4.A.(2) Possession of an appropriate credential or Minimum Qualifications in a vocational subject matter, based on occupational experience.

3.4.A.(3) One additional step in Class I shall be granted for 15 semester units appropriate to a Master's degree; or, in the case of instructors teaching under vocational credentials or Minimum Qualifications, to a Bachelor's degree and in excess of those units required for the vocational credential or Minimum Qualifications.

3.4.A.(4) A second additional step in Class I shall be granted for 30 semester units appropriate to a Master's degree; or, in the case of instructors teaching under vocational credentials or Minimum Qualifications, to a Bachelor's degree and in excess of those units required for the vocational credential or Minimum Qualifications.

3.4.A.(5) One such added step shall be deducted when transferring to Class II; two such added steps shall be deducted when transferring to Class III or a subsequent salary class.

3.4.B. Qualifications for Class II are:

3.4.B.(1) Possession of a Bachelor's degree from an accredited college or university, plus 45 semester units of appropriate study completed after the receipt of the Bachelor's degree and possession of a Master's degree from an accredited college or university; or

3.4.B.(2) Possession of an appropriate vocational credential or Minimum Qualifications possession of a Bachelor's degree from an accredited college or university, 15 additional appropriate semester units as approved by management beyond the Bachelor's degree, four years of full-time paid occupational experience directly related to the major instructional assignment in excess of those years of full-time occupational experience required to qualify for the vocational credential or Minimum Qualifications; or

3.4.B.(3) Possession of an appropriate vocational credential or Minimum Qualifications, based on occupational experience, 15 semester units in addition to those required for such credential or Minimum Qualifications and appropriate to instruction in such vocational area, four years of full-time paid occupational experience directly related to the major instructional assignment in excess of those years of full-time occupational experience required to qualify for the vocational credential or Minimum Qualifications.

3.4.B.(4) Upon the completion of one additional year at Step 15 in Class I, an instructor may move horizontally to Class II, to the same ratio relationship occupied in Class I, and then be granted the additional year of experience. Section 3.4.A(5) will be applied where appropriate.

3.4.C. Qualifications for Class III are:

3.4.C.(1) Possession of a Bachelor's degree from an accredited college or university, plus 60 semester units of appropriate study completed after the receipt of the Bachelor's degree and possession of a Master's degree from an accredited college or university; or

3.4.C.(2) Possession of an appropriate vocational credential or Minimum Qualifications, possession of a Bachelor's degree from an accredited college or university, 30 additional appropriate semester units as approved by management beyond the Bachelor's degree, four years of full-time paid occupational experience directly related to the major instructional assignment in excess of those years of full-time occupational experience required to qualify for the vocational credential or Minimum Qualifications; or

3.4.C.(3) Possession of an appropriate vocational credential or Minimum Qualifications, issued on the basis of occupational experience, 30 semester units in addition to those required for such credential or Minimum Qualifications and appropriate to instruction in such vocational area, four years of full-time paid occupational experience directly related to the major instructional assignment in excess of those years of full-time occupational experience required to qualify for the vocational credential or Minimum Qualifications.

3.4.D. Qualifications for Class IV are:

3.4.D.(1) Possession of a Bachelor's degree from an accredited college or university, plus 75 semester units of appropriate study completed after the receipt of the Bachelor's degree and possession of a Master's degree from an accredited college or university; or

3.4.D.(2) Possession of an appropriate vocational credential or Minimum Qualifications, possession of a Bachelor's degree from an accredited college or university, 45 additional appropriate semester units as approved by management beyond the Bachelor's degree, four years of full-time paid occupational experience directly related to the major instructional assignment in excess of those years of full-time occupational experience required to qualify for the vocational credential or Minimum Qualifications; or

3.4.D.(3) Possession of an appropriate vocational credential or Minimum Qualifications, issued on the basis of occupational experience, 45 semester units in addition to those required for such credential or Minimum Qualifications and appropriate to instruction in such vocational area, four years of full-time paid occupational experience directly

related to the major instructional assignment in excess of those years of full-time occupational experience required to qualify for the vocational credential or Minimum Qualifications.

3.4.E. Qualifications for Class V are:

3.4.E.(1) Possession of an earned Doctorate degree granted by an institution accredited for graduate or professional study.

**3.5 Placement on the Contract Faculty Schedule**

3.5.A. Initial placement on the full-time faculty salary schedule shall be subject to the following conditions:

3.5.A.(1) Professional preparation as defined in Sections 3.5.A(2), 3.5.A(3), and 3.5.A(4).

3.5.A.(2) New contract employees shall receive a maximum of seven years credit for any combination of all prior full-time teaching and (for those disciplines that require it) full-time professional experience directly related to the discipline of the assignment and pro-rata credit for all part-time teaching experience and (for those disciplines that require it) part-time professional experience directly related to the discipline of the assignment for the purpose of salary-step placement, resulting in a maximum initial placement of Step 8, except for Class I, which has a maximum initial placement of Step 10 (See Section 3.6.A(3)). During the onboarding process, VCCCD Human Resources will request from all new hires any substantiating documentation of non-district teaching and professional experience. New employees must provide written documentation of non-district teaching and professional experience not later than thirty (30) days following hire.

3.5.A.(3) Credit for closely related non-classroom experience at the rate of one year of credit (not to exceed seven years total) for each two years of experience, where such activity occurs beyond years of required experience that are used by a state agency in awarding a credential or Minimum Qualifications. All such experience shall be subject to evaluation and approval by the District in the same timely fashion as stipulated in Section 3.4. Experience and additional educational degrees that were afforded the applicant in securing the position during the interview process shall be considered in the initial placement of the new hire on the salary schedule.

3.5.A.(4) The Governing Board reserves the right to make those exceptions in salary placement it may deem essential to student, patron, or District welfare when in the Governing Board's judgment such action is required.

3.5.B. All new faculty members shall provide official transcripts and verification of prior related professional/occupational experience no later than thirty (30) days following hire.

3.5.B.(1) New hires are encouraged to submit in person to the VCCCD Human Resources all substantiating documentation in support of initial placement and to request a date-stamped copy of their submission.

3.5.B.(2) If substantiating documentation in support of initial placement is submitted electronically by a new hire, the VCCCD Human Resources Department shall communicate via email within five (5) working days of receipt of the substantiating documentation in support of the new hire's initial placement.

3.5.C. Upon receipt of a complete set of transcripts and verification of related professional/occupational experience, the VCCCD Human Resources shall determine the initial placement of the new employee on the salary schedule.

3.5.C.(1) All professional training shall be evaluated in terms of semester units (e.g., one-quarter unit equals 2/3 semester unit).

3.5.C.(2) New contract employees shall receive up to a maximum of seven years credit for any combination of all prior full-time teaching and (for those disciplines that require it) full-time professional experience directly related to the discipline of the assignment and pro-rata credit for all part-time teaching experience and (for those disciplines that require it) part-time professional experience directly related to the discipline of the assignment for the purpose of salary-step placement.

3.5.B.(3) Credit for closely related non-classroom experience at the rate of one year of credit (not to exceed seven years total) for each two years of experience, where such activity occurs beyond years of required experience that are used by a state agency in awarding a credential or Minimum Qualifications. All such experience shall be subject to evaluation and approval by the District in the same timely fashion as stipulated in Section 3.4. Experience and additional educational degrees that were afforded the applicant in securing the position during the interview process shall be considered in the initial placement of the new hire on the salary schedule.

3.5.D. The VCCCD Human Resources Department shall communicate via email to the new hire within ten (10) days the disposition of their initial placement, provided there are not additional questions.

3.5.D.(1) Within 30 days of receiving their initial pay warrant, the faculty member may contact the VCCCD Human Resources Department if they believe that their placement does not reflect all qualifying education and experience. The initial placement offer may be reevaluated if additional documentation warrants such a change.

3.5.E. The Governing Board reserves the right to make those exceptions in salary placement it may deem essential to student, patron, or District welfare when in the Governing Board's judgment such action is required.

### **3.6 Advancement on the Contract Salary Schedule**

3.6.A. Class I advancement on the contract salary schedule will be subject to all of the following conditions:

3.6.A.(1) Evaluation of course credit shall be made by the District upon the recommendation of the College President or their designee. VCCCD HR shall inform the faculty member of the receipt of the individual's request for course credit advancement by email within five (5) working days, and shall respond to the faculty member's request within 30

working days, assuming no additional questions. Course credit shall be submitted on Form N.

- 3.6.A.(2) Notice of intent to complete academic units necessary to qualify for higher salary classification must be filed in the District's Human Resources Office not later than June 1 of the year preceding the academic year in which salary advancement will be sought. Confirmation of units completed must be provided to the District Human Resources Office prior to the beginning date of assignment in the academic year in which advancement is sought. Verification (by official transcript) of completed units must be provided to the District Human Resources Office not later than November 1st of the year in which advancement is made.
- 3.6.A.(3) Unit credit(s) shall not be counted toward advancement on the salary schedule unless all of the following conditions are met:
  - 3.6.A.(3)a. Unit credit(s) shall be completed in an institution accredited by a Regional Accrediting Commission which is recognized by the Federation of Regional Accrediting Commissions of Higher Education.
    - (i) The evaluation of professional training or credits and/or degrees from foreign institutions not on the accredited list of the California State Department of Education may be submitted by the District for evaluation and comparability to such accredited institutions by any of the admissions offices of the University of California.
    - (ii) The District shall respond within sixty (60) working days to the faculty member seeking evaluation of said professional training or credits.
  - 3.6.A.(3)b. The unit credit(s) completed are related to the faculty member's assignment as determined by the MQs of the discipline(s) the faculty member teaches in or are obtained pursuant to a plan of study that has received prior approval by the Chancellor or their designee; or are unrelated to the faculty member's assignment, but have received prior approval by the Chancellor or their designee.
  - 3.6.A.(3)c. The unit credit(s) completed are upper division or graduate level except as follows:
    - (i) Lower division units completed by a vocational instructor who does not possess a bachelor's degree when such units are directly related to the major area of assignment.
    - (ii) A maximum of fifteen (15) lower division units completed in foreign language.
    - (iii) A maximum of six (6) lower division units completed to provide sensitivity to, and understanding of the diverse academic, social, economic, cultural, disability, and ethnic backgrounds of community

college students. Introductory, general survey courses, such as Introduction to Sociology, Economics, Anthropology, or Psychology, etc., are excluded from this category.

3.6.A.(3)d. A maximum of eight (8) upper division or graduate-level units/credits in pedagogy, instructional technologies or instructional methods intended to increase fluency in instruction.

3.6.A.(4) To be counted for advancement beyond Column I, all units must be completed subsequent to the receipt of a Bachelor's degree from a regionally accredited institution. For instructors whose discipline requires professional experience directly related to the discipline of the assignment, as stipulated in the current "Minimum Qualifications for Faculty and Administrators in California Community Colleges" handbook, units achieved prior to a Bachelor's degree but subsequent to initial salary placement on hire shall result in movement from one step to a higher step in the same column, at the rate of one step per fifteen (15) semester units to a maximum of thirty (30) semester units (or two steps).

3.6.B. Movement from one class to another based on vocational credentials and experience requires that the employee be teaching in a vocational subject matter area.

**3.6.C. Step Advancement**

3.6.C.(1) A faculty member holding more than 67% of a full-time contract, and employed for more than 50% of the contract days specified in this Agreement (or who is on a paid leave or is otherwise eligible for salary advancement pursuant to Article 8 of the Agreement) shall receive yearly salary advancement of one step, subject to provisions of this agreement.

3.6.C.(2) A faculty member hired in the Spring will receive a step increase in July (if they remain employed for the following semester).

**3.7 Extra Contract Assignments**

3.7.A. Extra days for extended contracts shall be scheduled within eleven (11) consecutive months based on either a July 1 or August 1 start date as selected when hired, with the following exception:

3.7.A.(1) Extra days for extended contracts for faculty who had an approved contract assignment in the academic year 1997-1998 shall be comparable to those in academic year 1997-1998, unless the affected faculty member agrees to a different schedule of such extra days, or their Department Chair compensation in accordance with Article 13 modifies their extra day assignment.

3.7.B. Non-classroom faculty may include days between the end of the Fall semester and the beginning of the Spring semester, the end of Spring semester and beginning of Summer term, as well as spring break, as contract days with the Approval of the Dean.



- 3.7.C. Designated positions shall receive contracts in excess of ten (10) months for assignments indicated (any faculty position that has Coordinator, Coordinator/Instructor, or Counselor/Coordinator in the official job title shall be an eleven (11) month assignment.

Official Job Title	Time Subject to Assignments in School Months
Instructor/Department Chair	10 $\frac{1}{4}$ , 10 $\frac{1}{2}$ , or 10 $\frac{3}{4}$
Assessment/Retention Specialist	11 months
Athletic Director	11 months
Coordinator	11 months
Coordinator, Instructor	11 months
Counselor	11 months
Counselor/Coordinator	11 months
Nursing Director	11 months

### **3.8 Rates for Non-Contract Assignments**

- 3.8.A. Non-contract assignments can be paid in one of three ways depending on the assignment.

- 3.8.A.(1) Load-based work: All instructional and primary assignments for which an instructor is hired (such as counseling) are paid as load. Substitute hours are paid on a pro-rata rate equal to the contact hours of the class session.
- 3.8.A.(2) Hourly Salary Schedule: Facilitators, work experience, non-contract faculty office hours, and coaching/directing assignments are paid on the hourly salary schedule.
- 3.8.A.(3) Project-based Assignments: These assignments shall be compensated for on a flat-rate basis.

#### **3.8.B. Load-Based Assignments**

- 3.8.B.(1) Load-based assignments shall be paid from the following tables that indicate the compensation for a 0.1 load.
- 3.8.B.(1)a. Classroom, non-contract assignments are based on 15 Lecture Equivalent Hours (LEH) per semester where 0.1 load = 26.25 hours of classroom/instructional work (1.5 hours/week X 17.5 weeks).
- (i) For example, a three (3) unit lecture class assignment would be calculated as:  $3 \text{ LEF} / 15 = 0.2 \text{ load}$ .
- (ii) An LEF equals the time spent in class/instruction plus an equivalent amount of time spent in preparation/grading outside of class time. For example, a 0.2 load associated with a 3-unit lecture assumes 3 hours of instruction and 3 hours of preparation/grading, or a total of 6 hours each week.
- 3.8.B.(1)b. Non-classroom, non-contract assignments are based on a 35-hour week where 0.1 load = 61.25 hours (3.5 hours/week X 17.5 weeks). For example, the load for a seven-hour non-classroom assignment would be calculated as:  $7 \text{ hours} / 35 = 0.2 \text{ load}$ .

**ARTICLE 3**  
**Salary**

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- 3.8.B.(2) Timesheets will be required for assignments designated as “up to hours,” cancellations of class after the beginning of the class, and a few classes with varying hours such as private lessons and will be calculated and paid based on load or “hold harmless” if applicable.
- 3.8.B.(3) Compensation for non-contract services, including summer term, shall be based upon the following schedules:

<b>Faculty Classroom Salary Schedule</b>			
<b>Per .1 Load</b>			
<b>Effective Fall 2022</b>			
<b>STEP</b>	<b>CLASS I Credential</b>	<b>CLASS II Masters</b>	<b>CLASS III Earned Doctorate</b>
1	1,892	2,270	2,648
2	1,985	2,367	2,742
3	2,080	2,457	2,839
4	2,178	2,553	2,930
5	2,270	2,648	3,025
6	2,367	2,742	3,120
7	2,457	2,839	3,215

<b>Faculty Classroom Salary Schedule</b>			
<b>Per .1 Load</b>			
<b>Effective Fall 2023</b>			
<b>STEP</b>	<b>CLASS I Credential</b>	<b>CLASS II Masters</b>	<b>CLASS III Earned Doctorate</b>
1	1,968	2,361	2,754
2	2,064	2,462	2,852
3	2,163	2,555	2,953
4	2,265	2,655	3,047
5	2,361	2,754	3,146
6	2,462	2,852	3,245
7	2,555	2,953	3,344

<b>Faculty Non-Classroom Salary Schedule Per .1 Load Effective Fall 2022</b>			
STEP	CLASS I Credential	CLASS II Masters	CLASS III Earned Doctorate
1	2,524	3,025	3,528
2	2,648	3,153	3,656
3	2,773	3,278	3,784
4	2,901	3,403	3,909
5	3,025	3,528	4,034
6	3,153	3,656	4,162
7	3,278	3,784	4,287

<b>Faculty Non-Classroom Salary Schedule Per .1 Load Effective Fall 2023</b>			
STEP	CLASS I Credential	CLASS II Masters	CLASS III Earned Doctorate
1	2,625	3,146	3,669
2	2,754	3,279	3,802
3	2,884	3,409	3,935
4	3,017	3,539	4,065
5	3,146	3,669	4,195
6	3,279	3,802	4,328
7	3,409	3,935	4,458

3.8.B.(4) The hold harmless salary schedule is “locked-in” as published for fiscal year 2007- 2008 and will not be increased by any future increases applied to the classroom or non-classroom salary schedule. Individual faculty salaries will be compared to the hold harmless schedule at the column and step each were paid in fiscal year 2007-2008. Those faculty who were paid in 2007-2008 from the hourly faculty salary schedule will be held harmless to that rate. Faculty who were employed prior to 2007-2008, have a PAL and longevity (i.e., they worked in at least one of the last 8 semesters), but did not work in 2007-2008 will be “held harmless” to the rate they made when they last worked. They will be given a hold harmless pay schedule rate closest to, but not less than, the rate they were last paid. Their appropriate current “load” rate will be compared to their hold harmless rate and they will be paid at the higher of the two. (Hold harmless rates for these faculty will be assigned only through 2010-2011. After that time, all faculty will either have a hold harmless rate or if not will be placed on the load schedule rate appropriate for their assignment.)

**3.8.C. Hourly Assignment**

3.8.C.(1) The following salary schedule applies to the following assignments: all hourly assignments, including facilitators, work experience, non-contract faculty office hours, Department Chair evaluation pay, and assignments listed in Section 3.14.A.

<b>Faculty Hourly Salary Schedule Effective Fall 2022</b>			
STEP	CLASS I Credential	CLASS II Masters	CLASS III Earned Doctorate
1	66.42	71.84	83.58
2	69.72	77.74	89.43
3	72.62	83.58	95.32
4	77.72	88.87	101.19
5	90.90	102.62	114.26
6	90.90	102.62	114.26
7	90.90	102.62	114.26

<b>Faculty Hourly Salary Schedule Effective Fall 2023</b>			
STEP	CLASS I Credential	CLASS II Masters	CLASS III Earned Doctorate
1	69.08	74.71	86.92
2	72.51	80.85	93.01
3	75.52	86.92	99.13
4	80.83	92.42	105.24
5	94.54	106.72	118.83
6	94.54	106.72	118.83
7	94.54	106.72	118.83

3.8.C.(2) Timesheets will be required for all hourly assignments, with the exception of Designated Assignments described in Section 3.12.

3.8.C.(3) Non-contract faculty who are not otherwise employed by the District will be compensated at one-half their hourly rate of pay, up to five (5) hours per semester, for:

3.8.C(3)a. Attendance at division meetings held on non-flex days

3.8.C(3)b. Attendance at department meetings held on non-flex days

3.8.C.(4) The hourly salary schedule applies to Stipends for Designated Assignments (Section 3.12).

3.8.C.(4)a. Designated Assignments shall be paid in equal payments rather than by timesheet.

**3.8.D. Special Project Assignments**

3.8.D.(1) Special Project assignments (described in Section 3.11) are temporary in nature and completely voluntary. They are paid on a flat-rate basis dependent upon the complexity of each project.

**3.9 Methods of Payment**

3.9.A. Non-contract full-term classes will be paid in five equal payments.

3.9.A.(1) Deductions for faculty services not rendered, and otherwise not compensable under the terms of this Agreement for regularly scheduled, semester-long assignments shall be made at the appropriate rate specified in Section 3.10 for each hour for which services are not rendered.

3.9.A.(2) When a faculty member completes only a portion of a regularly scheduled, semester-long assignment, compensation shall be made for that portion at the appropriate rate specified in 3.10 for hours of service rendered.

3.9.B. Non-contract short-term classes will be paid in equal payments. The first payment will occur at the end of the month in which the class begins and the last payment will occur at end of the month the class ends.

3.9.C. A \$500 annual service increment shall be added to the basic salary of a non-contract faculty member after 30 semesters of service to the District, to be paid on the December or May paycheck for that academic year so long as the faculty member worked in at least one semester of that academic year or an intersession occurring between the start of that academic year and the start of the subsequent academic year. An additional \$500 annual service increment shall be added at 60 semesters of service. This provision applies only to non-contract faculty.

3.9.D. Extra-large class stipends will be calculated on census date and will be paid in the months following the census calculation. The extra-large class stipend will not require an offer. Census information will be transferred to the payroll system and verified solely by payroll records.

**3.10 Placement and Advancement on the Non-Contract Faculty Salary Schedule**

3.10.A. With regard to initial placement on the non-contract faculty salary schedule, new non-contract employees shall be placed up to a maximum of Step 4 on the Salary Schedules for non-contract academic faculty for any combination of prior full-time teaching experience, pro-rata part-time teaching experience, and (for disciplines which require it) professional non-teaching experience directly related to the discipline of the assignment for the purpose of salary-step placement.

3.10.B. New non-contract employees must provide written documentation of non-district teaching experience not later than thirty (30) days following hire.

3.10.B.(1) Step advancement on the non-contract salary schedule shall occur in the following manner and under the following conditions:

3.10.B.(1)a. Advancement from one (1) step to the next will occur beginning the semester after the faculty member completes four (4) semesters of creditable service. Creditable service is the maximum of two (2)

semesters of service within one (1) academic year at VCCCD beginning with the fall semester. Salary advancements will be made only in the fall and spring semesters.

- 3.10.B.(1)b. If a faculty member receives credit for full-time or part-time teaching experience or (for disciplines which require it) professional non-teaching experience directly related to the discipline of the assignment upon initial placement on the salary schedule pursuant to Section 3.5.A(2) of the Agreement, this service will be counted as “creditable service” for advancement purposes.
- 3.10.B.(2) The maximum credit for salary advancement under this section shall be two (2) semesters for the period between the beginning of the fall semester and the end of the summer intersession.
- 3.10.B.(3) One (1) semester of service shall require the teaching of at least one (1) semester course of at least 0.1 load or the equivalent load for a non-classroom assignment.
- 3.10.B.(4) One (1) full season of coaching shall be considered equal to one (1) semester.
- 3.10.B.(5) One (1) summer intersession of service shall equal one (1) semester so long as the service meets the criteria of Section 3.10.B(3) above. No more than one (1) semester of creditable service may be accrued by any faculty member in any intersession regardless of how many terms within that intersession they may teach.

### **3.11 Stipends for Special Projects**

- 3.11.A. The District/College may provide stipends for special projects in excess of those normally considered part of a faculty member’s workload. Such stipends are meant to be temporary in nature and are not intended to be provided on an on-going basis.
- 3.11.B. District/College management shall determine the number of stipend agreements offered, estimated project hours, and the required knowledge and skills based on the needs of the District/College.
- 3.11.C. Stipends for special projects shall be awarded in the following manner and under the following conditions:
  - 3.11.C.(1) The District/College shall notify all contract and non-contract faculty via email of stipend opportunities available at each District worksite. The District/College shall provide a brief description of the project scope, the estimated length of the project, the number of stipends available, and the required knowledge and/or skills (if applicable).
  - 3.11.C.(2) The District/College shall conduct an open recruitment process to establish a list of faculty who are interested and eligible to receive the stipend. The recruitment shall remain open for a period of no less than two (2) weeks, except for Small Projects which shall have a recruitment period of no less than one (1) week. All contract and non-contract faculty who meet the required knowledge and skills shall be allowed to apply.

3.11.C.(3) The District/College shall make best efforts to ensure that stipends are awarded in a fair, consistent, and equitable manner.

3.11.D. Faculty receiving a stipend under this section of the Agreement shall be compensated on a flat-rate basis according to the following schedule.

<b>Project Scope</b>	<b>Estimated Hours</b>	<b>Compensation Per Project</b>
Small Projects	2-20 hours	\$100-\$1000 (\$50 per hour, 2 hours min)
Medium Projects	21-30 hours	\$1250
	31-40 hours	\$1750
Large Projects	41-60 hours	\$2,500
	61-80 hours	\$3,500
Extra-Large Project	80-120 hours	\$5,000

3.11.D.(1) For the special projects listed above, an instructor shall not be assigned an aggregate total exceeding 200 hours in one (1) semester or during the summer.

3.11.D.(2) Alternate stipend terms/amounts may be set by mutual agreement of the District and AFT under certain special circumstances such as terms of a grant or a partnership with an outside agency.

3.11.E. The amounts set forth as compensation for stipends under this section of this Agreement shall be interpreted as lump-sum dollar stipends for the performance of project duties irrespective of the actual number of hours expended in the performance of such duties. These stipend project sizes will be dependent on both the estimated time it will take to complete the project and the project's complexity.

3.11.E.(1) Stipends shall be payable in one lump sum after project completion.

3.11.E.(2) Stipends for special projects listed in Section 3.11 shall not be considered in determining whether a non-contract faculty member is working the maximum non-contract load currently allowed by Education Code §87482.5 (0.67 FTE at the time of signing this Agreement).

3.11.E.(3) Stipends for special projects do not contribute to longevity, PAL, or creditable service.

**3.12 Stipends for Designated Assignments**

3.12.A. The following faculty who regularly perform the following designated assignments which necessarily extend beyond the normal college day shall be compensated for such according to the following stipend formula based upon the current hourly rate:

<b>Coaching (per season)</b>	<b>Stipend Formula</b>
Baseball	110 hours + 20 hours for Head Coach
Basketball	110 hours + 20 hours for Head Coach
Cross Country	80 hours + 20 hours for Head Coach
Football	110 hours + 20 hours for Head Coach
Golf	80 hours + 20 hours for Head Coach
Soccer	80 hours + 20 hours for Head Coach
Softball	110 hours + 20 hours for Head Coach
Swimming	80 hours + 20 hours for Head Coach
Tennis	80 hours + 20 hours for Head Coach
Track	80 hours + 20 hours for Head Coach
Volleyball	80 hours + 20 hours for Head Coach
Water Polo	80 hours + 20 hours for Head Coach
Wrestling	80 hours + 20 hours for Head Coach

<b>Directing, Production, and Other Institutional Support/Service</b>	<b>Stipend Formula</b>
Art Gallery	50 hours per gallery
Automotive Technology (e.g., T-TEN Program, NATEF, ASE, etc.)	45 hours per academic year
Dance	80 hours per major production
Diesel Technology	45 hours per academic year
Drama/Theater	50 hours per major production for director 50 hours per major production for producer
Forensics	90 hours + 20 hours for Head Coach per semester
Journalism	80 hours per semester
Literary Magazine	50 hours per major issue
Model United Nations	45 hours per academic year
Music Groups	100 hours per major production (e.g., operas, musicals, etc.)
Telecommunications	50 hours per major production



3.12.B. The amounts set forth as compensation for extra assignments under Section 3.12 of the Agreement shall be interpreted as lump-sum dollar stipends for the performance of various types of extra responsibilities, and shall be payable in pro-rata shares during a semester or season, whichever is applicable, to members of the Unit performing such assignments, irrespective of the actual number of hours expended in the performance of such duties.

3.12.B.(1) For the purpose of calculating the stipends payable under this section, the Faculty Hourly Salary Schedule rates shall be utilized. Stipends listed in Section 3.12 shall not be considered in determining whether a faculty member is working .67 FTE load under Education Code §87482.5.

3.12.C. College management retains the right to determine the number and scope of sports, teams, groups, productions, or issues eligible for stipends under this section of the Agreement that exceed the requirement for a course or activity as defined in the college catalog.

3.12.D. Head coaches of combined men's and women's teams shall receive an additional 20 hours per semester. If there is only one coach who has no assistant coach and assumes responsibility for both a men's and women's team, the single coach will receive an additional 20 hours per semester.

### **3.13 State Certification Salary Credit**

3.13.A. A \$250 per semester salary credit will be added to Classes I through IV for contract faculty and a pro-rata salary credit commensurate with the semester load shall be added for non-contract members who are admitted to practice before the California Bar, are Certified Public Accountants, or who hold registration, certification, or licensure from the State of California for Engineer, Architect, Landscape Architect, Radiological Technician, EMT/Paramedics, Automotive Technician, Registered Nurse, Dentist or Dental Hygienist, if and only if such faculty member is teaching a course that is specifically and directly related to the holding of such State certification as determined by which discipline the course is assigned to on the Course Outline of Record in conjunction with the current "Minimum Qualifications for Faculty and Administrators in California Community Colleges" handbook. Faculty shall not be eligible for more than one salary credit per semester.

### **3.14 Temporary Full-Time Faculty**

3.14.A. Temporary full-time faculty shall be paid on a monthly basis, from the first day of assignment, limited to a maximum salary equal to Step 8 in Class I on the contract faculty salary scale when such assignment occurs, in accordance with Education Code §87480, §87481, and §87482, under one of the following conditions:

3.14.A.(1) To replace a contract or tenured faculty member who has been granted leave for one semester or longer or is experiencing long-term illness, when such replacement requires the temporary faculty member to work more than 67% of a full-time assignment; or

3.14.A.(2) When such temporary faculty member replaces the same contract or tenured faculty member for a period of more than 20 consecutive working days at more than 67% of a full-time assignment; or

3.14.A.(3) To meet a temporary increase in enrollment which, in the judgment of the District will not warrant creation of a permanent position, but which requires that the temporary faculty member work more than 67% percent of a full-time assignment.

3.14.B. The maximum monthly rate for long-term substitutes is 1/10 of Class A, Step 8 on the contract faculty salary scale. Credit shall be given for prior full-time teaching experience and (for those disciplines that require it) full-time professional experience directly related to the discipline of the assignment and pro-rata credit for all part-time teaching experience, and (for those disciplines that require it) professional experience directly related to the discipline of the assignment for the purpose of salary step placement, subject to such exceptions as the Governing Board may determine in individual cases.

**3.15 Voluntary Deduction**

3.15.A. The District will provide to all faculty access to voluntary deductions for approved vendor accounts, which may include, but are not limited to, Roth 403(b), Roth 457, 403(b), and 457 plans. Prior to any changes being made to approved vendors, the District shall notify all faculty of said changes.

**3.16 Compensation for Off Contract Screening Committee Work**

3.16.A. The parties agree that any faculty member who, at the request of the District or college management, participates in a screening committee as part of the screening process during summer or an intersession when not on contract shall be compensated for their participation as follows:

3.16.A.(1) Faculty performing pre-screening shall be compensated at \$10.00 per candidate.

3.16.A.(2) Faculty performing paper-screening shall be compensated at \$20.00 per candidate.

3.16.A.(3) Faculty shall be compensated for time spent, rounded up to the nearest half-hour, for all time in virtual or in-person meetings (e.g., interview, paper tally) with the EEO facilitator while not on contract. Compensation for these activities shall be paid at a flat rate of \$50 per hour.

3.16.B. Faculty shall submit screening activities and hours to their Dean on Appendix O at the end of the screening process.

3.16.C. Requests made for off-contract work are voluntary and may be declined by faculty members without fear of retaliation from District or College management.

**3.17 Me Too Clause**

3.17.A. For the term of this Agreement, in the event that another VCCCD bargaining unit receives an across-the-board percentage wage increase above their previous base salary schedule that exceeds the across-the-board wage increase provided in this Agreement, then AFT shall receive an equivalent across-the-board percentage wage increase to their salary schedule. In addition, in the event that another VCCCD bargaining unit receives an off-schedule payment that exceeds the off-schedule payment provided in this Agreement, then AFT shall receive an equivalent off-schedule payment.

**Article 4: Health and Welfare Benefits**

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- 4.1 **Definitions.** For the purposes of this Agreement, the following definitions apply to the following words or phrases:
- 4.1.A. 125 Plan is a benefits program under Section 125 of the Internal Revenue Code that allows employees to pay for certain qualified expenses (e.g., health insurance premiums) on a pre-tax basis, thereby reducing their total taxable income and increasing their spendable/take-home income.
  - 4.1.B. Employees' Assistance Program (EAP) is a benefit program that assists employees with personal problems and/or work-related problems that may impact their job performance, health, mental and emotional well-being.
  - 4.1.C. A Health Maintenance Organization (HMO) plan provides health care from specific doctors and hospitals under contract with the plan. You pay co-payments for some services, but you have no deductible, no claim forms, and a geographically restricted service area. (from CalPERS.ca.gov)
  - 4.1.D. Open Enrollment Period is a period of time when employees can enroll in or make change to their health insurance plan for the next calendar year.
  - 4.1.E. A Preferred Provider Organization (PPO) is similar to a traditional "fee-for-service" plan, but you must use doctors in the PPO provider network or pay higher co-insurance (percentage of charges). You must usually meet an annual deductible before some benefits apply. You're responsible for a certain co-insurance amount and the plan pays the balance up to the allowable amount. (from CalPERS.ca.gov)
  - 4.1.F. Premium is the agreed upon fees paid for coverage of medical benefits for a defined benefit period.
- 4.2 **Health and Medical Benefits for Current Employees**
- 4.2.A. The District during the term of this agreement will offer medical benefits options through the California Public Employees' Retirement System (CalPERS) for eligible faculty members, dependents, and domestic partners.
    - 4.2.A.(1) The District will pay the premium amount for either the CalPERS Kaiser HMO or the CalPERS Platinum PPO (Anthem) plan. Eligible faculty members may select from any of the CalPERS coverage options but would pay any premium difference that exceeds the cost of the higher of the two (2) District paid plans.
    - 4.2.A.(2) Any future modifications in the faculty health plan designs or changes in carriers proposed by the Joint AFT/Management Health Benefits Committee must be agreed to in writing by the AFT and the District.
    - 4.2.A.(3) Benefit eligible faculty who "waive" coverage will receive three hundred dollars (\$300) per month for twelve (12) months per year, for the term of this Agreement.
    - 4.2.A.(4) Contract faculty who elect a plan that is more expensive than CalPERS Platinum PPO or Kaiser HMO, whichever is higher, the District will cover ½ the difference in premium up

**ARTICLE 4**  
**Health and Welfare Benefits**

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to a maximum of three hundred dollars (\$300) per month for twelve (12) months per year, for the term of this Agreement.

- 4.2.A.(5) Contract faculty who choose a plan that is less expensive than CalPERS Platinum PPO or Kaiser HMO, whichever is higher, the District will pay the difference to the faculty member up to a maximum of two hundred dollars (\$200) per month for twelve (12) months per year, for the term of this Agreement.
- 4.2.B. The District will, during the term of this Agreement, and subject to the remaining provisions of this Article, continue to offer Delta Dental and vision coverage for eligible faculty members and their dependents and domestic partners under the existing plans, or under such plans as recommended by the Joint AFT/Management Health Benefit Committee, and approved by the AFT and the District.
- 4.2.C. Faculty members bear the responsibility for meeting all requirements for eligibility in any plans provided by the District and for properly completing enrollment and/or application forms.
- 4.2.D. Contract Faculty Eligibility and Coverage
  - 4.2.D.(1) Faculty members eligible to participate in the District-provided insurance benefits and to receive District contributions toward these benefits are those employed under contract during the regular academic year on at least a half-time basis.
  - 4.2.D.(2) In order to qualify for domestic partner coverage, faculty members and their partners must provide the District with proof of a filed Declaration of Domestic Partnership with the California Secretary of State pursuant to California Family Code section 297 et seq.
- 4.2.E. Non-Contract Faculty Eligibility and Coverage
  - 4.2.E.(1) Beginning with the open enrollment period in September 2023, the District agrees to contribute up to four hundred, twenty-five thousand dollars (\$425,000) annually for the purpose of providing access to the CalPERS plan options to non-contract faculty members as set forth below.
    - 4.2.E.(1)a. The District will contribute four-hundred dollars (\$400) per month towards the premium of the selected option, and the balance of the premium will be paid by the employee.
    - 4.2.E.(1)b. If the District does not spend the full four hundred, twenty-five thousand dollars (\$425,000) in the 12-month period, any unspent monies will be set aside by the District for use in the following year toward non-contract unit members' insurance (e.g., offset rate increases, expand the benefit). Any remaining funds will remain in this pool to be used in future years.
    - 4.2.E.(1)c. Beginning in the fiscal year 2023-2024, if the District does not receive 50% reimbursement under AB 190 for part-time health care cost reimbursement, the District may utilize funds in the part-time health care reserve balance to achieve up to 50% reimbursement. Should the reserve fund be insufficient for the District to achieve their 50% reimbursement,

- the District annual allocation for part-time health care benefits shall decrease to \$325,000.
- 4.2.E.(1)d. The District and Federation will negotiate the effect of the use of any remaining funds for any modification in rates, number of subscribers or coverage for this plan. If part-time health benefits are discontinued, the funds shall be distributed to the non-contract salary schedule.
- 4.2.E.(2) The District shall provide access to the CalPERS plan options to non-contract faculty members who meet the criteria listed below.
- 4.2.E.(2)a. A non-contract faculty member who has been employed by the District for four or more semesters and who has taught an average load of 0.40 or greater for the preceding fall and spring semesters shall be eligible for coverage commencing on January 1, of the calendar year following open enrollment.
- 4.2.E.(2)b. An eligible employee must elect to join the plan during the annual open enrollment period unless the conditions for legally-mandated "Special Enrollment rights" exist.
- 4.2.E.(2)c. If a non-contract faculty member does not maintain an average load of 0.30 or greater during the previous academic year, that employee will not be eligible for continuing coverage in the current year except at their own expense as provided under the Consolidated Omnibus Budget Reconciliation Act (COBRA).
- 4.2.E.(2)d. If in the previous year a faculty member did not maintain an average load of 0.30 or greater and was unable to accept an assignment due to a serious medical problem, they may request a temporary waiver from District Human Resources in order to retain eligibility for the following academic year provided they would have been eligible based upon their ARFs and work offers.
- 4.2.E.(2)e. A faculty member electing this coverage may not be covered by any other health plan at the same time. Likewise, any family members(s) included in the plan may not be covered by any other plan.
- 4.2.E.(3) Enrollment in the above plan shall be limited to eighty-one (81) non-contract faculty members. If the number of employees applying to enroll in the plan exceeds the agreed upon limits, coverage for the plan will be given to those faculty members already enrolled and then to those new enrollees having the greatest longevity.
- 4.2.E.(4) Premium payments by eligible faculty may be made tenthly. Deductions from payroll checks will be used whenever possible.

4.2.E.(5) Non-contract faculty who are currently insured under the predecessor agreement may retain coverage at their own expense, provided they maintain eligibility under the terms of Section 4.2.E(2).

4.2.F. The District shall continue to contribute the sum needed to provide the benefits specified in this Article for each faculty member eligible for such benefits and shall increase such contributions each fiscal year by the amount that is required to maintain the above-mentioned CalPERS Platinum PPO, CalPERS Kaiser HMO, Delta Dental, and vision coverage.

4.2.G. Payments of the District contribution for faculty members absent due to illness or injury of the faculty member shall be made until the expiration of paid illness leave (also see Section 8.15.G) or until the employment is terminated, whichever occurs first.

### **4.3 Health and Medical Benefits for Retirees**

4.3.A. CalPERS is the provider of medical benefits for the District. The District will offer allowable CalPERS plans to the retiree groups with specifics included in *italics* in the paragraphs of Sections 4.3.B and 4.3.C.

4.3.A.(1) Employees who are employed by the District at the time of retirement in accordance with Section 4.3 shall be retained in the District health, vision, and dental insurance, with premiums paid by the District, provided that such persons have a minimum of ten (10) years of service with the District and have attained a combined age and years of service equal to or greater than seventy-five (75).

4.3.A.(2) The minimum age for retirement is fifty-five (55).

4.3.B. The District shall provide paid dental benefits for currently retired contract faculty who are receiving District-paid health and vision benefits. Current coverage for retirees shall continue for faculty employed on or before June 30, 1990.

4.3.B.(1) Medicare ineligible retirees in this tier will continue to have the District provide the same plans as specified for active employees.

4.3.B.(2) Medicare eligible retirees in this tier will need to obtain Medicare at age sixty-five (65) and will be provided either the CalPERS Kaiser HMO Medicare Supplement Plan or the CalPERS Platinum PPO Medicare supplement plan. The District will cover the Medicare premium costs plus any penalties and the premium cost of the supplement plan.

4.3.C. Faculty initially hired from July 1, 1990 through June 30, 2001 shall receive District-provided coverage to the age of sixty-five (65) at which time the retiree's medical care plan shall be replaced by Medicare and a Medicare supplemental plan which provides comparable benefits and which is provided and paid for by the District. Dental and vision coverage will continue as provided above. *The District will cover the Medicare premium costs plus any penalties and the premium cost of the supplement plan.*

4.3.D. Eligible faculty members initially employed on or after July 1, 2001, and before July 1, 2015, who meet the years-of-service and age requirements stated in Section 4.3.A., and who retire, shall

receive District medical coverage similar to current employees to age sixty-five (65) only if they have attained at least age fifty-five (55) and have served at least ten (10) years of continuous eligible service in the District. The District also shall continue any dental and vision coverage as provided for current employees to age sixty-five (65).

- 4.3.E. New faculty members hired on or after July 1, 2015, will not be eligible for retiree health benefits.
- 4.3.F. Any contract faculty member serving the District at the time of retirement who does not qualify for retiree health benefits as a result of a provision in Section 4.3, and who has retired through the CalSTRS or CalPERS system, shall upon retirement, have the option of retaining membership in the District's group health insurance plan, for themselves and eligible dependents, with premiums to be paid by the retiree and consistent with CalPERS plan rules.
- 4.3.G. Faculty members receiving a California State Teachers' Retirement System (CalSTRS) disability allocation, and who, immediately prior to receiving the disability allocation, was employed by the District shall have the option of retaining membership in the District's group health insurance plan with premiums to be paid by the individual.
- 4.3.H. Eligibility and benefits shall be as specified in the District's then-existing group medical insurance plan.
- 4.3.I. Irrespective of provisions relating to District provision of health and welfare benefits, eligible faculty members shall otherwise maintain the right to retire at age fifty-five (55) with a minimum of ten (10) years of service.

**4.4 Health Benefits Committee**

- 4.4.A. It shall be the role of the AFT/Management Health Benefits Committee to gather information and provide advice concerning faculty health and welfare benefits to AFT and the District.
  - 4.4.A.(1) The Health Benefits Committee shall review all bids for health care providers and insurance carriers and recommend changes to the faculty health plan, including, but not limited to, co-pays, deductibles, premium contributions, as well as the selection, addition, termination, or substitution of any health plans/providers, and/or insurance carriers.
  - 4.4.A.(2) The Health Benefits Committee may solicit bids from health care providers, plans, and insurance carrier.
- 4.4.B. The Health Benefits Committee shall be composed of an equal number of Federation and management representatives, not to exceed five (5) each. The committee shall, as soon as possible, establish written by-laws for conducting its functions as set forth in this Agreement.
- 4.4.C. The Federation shall receive up to 1.0 FTEF annually which may be taken by the committee's faculty representatives as reassigned time or as an equivalent hourly stipend.

**4.5 Special Pre-Retirement Program**

- 4.5.A. Tenured faculty members shall be eligible for special pre-retirement under the following conditions:

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- 4.5.A.(1) The faculty member shall have reached the age of fifty-five (55) prior to the reduction of workload.
- 4.5.A.(2) The faculty member shall have completed at least ten (10) years of service credit prior to the start of the academic term of the first year in which the member's workload is reduced.
- 4.5.A.(3) During the period immediately preceding a request for reduction in workload, the faculty member shall have been employed full-time in a position performing credible service under the Defined Benefits program for a total of at least five (5) years without a break in service.
  - 4.5.A.(3)a. Sabbatical leaves and other approved leaves of absence shall not constitute a break in service.
  - 4.5.A.(3)b. Time spent on a sabbatical or other approved leave of absence shall not be used in computing the five-year full-time service requirement.
- 4.5.B. A faculty member who requests to participate in the pre-retirement program shall enter into an agreement with the District respecting the terms and conditions of the faculty member's program.
  - 4.5.B.(1) Such agreement shall be consistent with the provisions of this Article.
  - 4.5.B.(2) The agreement can be revoked or amended with the mutual consent of the District and the faculty member.
- 4.5.C. Faculty members in the pre-retirement program shall be paid a salary which is the pro-rata share of the salary they would be earning had they not elected to exercise the option of part-time employment but shall retain all other rights and benefits for which they make the payments that would be required if they remained in full-time employment.
  - 4.5.C.(1) The District and the faculty member on the program shall agree to make contributions to CalSTRS equal to the amount that would have been contributed if the faculty member had remained in full-time employment.
- 4.5.D. The faculty member shall receive the health and welfare benefits in the same manner as a full-time (100%) faculty member as provided in this Agreement.
  - 4.5.D.(1) Sick leave accrued by the faculty member shall be prorated on the basis of the percentage of a full contract or percentage of days taught, as appropriate.
- 4.5.E. Employment shall be one-half of the number of days of service required by the faculty member's contract of employment during their final year of service in a full-time position.
  - 4.5.E.(1) In order to qualify for CalSTRS, a faculty member on the pre-retirement plan may not teach less than fifty percent (50%) of a full-time load in a given year. The fifty percent (50%) load may be assigned full-time for one (1) full semester or one-half time for a full academic year.
  - 4.5.E.(2) The District will make reasonable efforts to assign the faculty member as near the minimum load as feasible.



- 4.5.F. The total number of years of reduction of workload shall not exceed ten (10) years. The faculty member must agree to retire and terminate their services with the District at the conclusion of the faculty member's pre-retirement program, which program shall not exceed ten (10) years.
- 4.5.G. The period of such part-time employment under the reduced workload program shall not extend beyond the end of the academic year during which the faculty member reaches their 70th birthday.
- 4.5.H. A faculty member wishing to participate in the program shall request to do so no later than February 1 for the following academic year.
- 4.5.I. A faculty member participating in the program is not eligible for sabbatical leave, is not eligible for Summer Intersession Priority, and shall not be assigned an extra-hourly.

**4.6 Employees' Assistance Program**

- 4.6.A. The District will provide an Employees' Assistance Program (EAP) at zero cost to each employee.
- 4.6.B. The program shall be available to all contract and non-contract faculty.
- 4.6.C. Referrals to the EAP may be made by supervisors, family members, or peers.
- 4.6.D. Requests for EAP services shall be made by the employee who is to receive the services.
- 4.6.E. Such requests shall be confidential and no written record of any such requests shall be maintained by any College and/or District personnel.
- 4.6.F. No employee is required to avail themselves of these services.

**4.7 125 Plan and Life Insurance**

- 4.7.A. The District agrees to continue offering a 125 Plan for contract and non-contract employees.
- 4.7.B. The District shall provide to all contract faculty members who meet the eligibility requirements in Section 4.2.D group term life insurance in the amount of fifty thousand dollars (\$50,000).

**4.8 Retirement Options for Non-Contract Faculty**

- 4.8.A. Each non-contract faculty member not currently enrolled in CalSTRS, nor required to do so by law, may elect to become a member of Social Security or CalSTRS. Non-contract faculty have the additional option of the CalSTRS Cash Balance Plan.
- 4.8.A. Employee and employer contributions to Social Security and CalSTRS will be according to law.

**Article 5: Workload and Assignment**

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- 5.1 **Definitions.** For the purposes of this Agreement, the following definitions apply to the following words or phrases:
- 5.1.A. **Assignment Request Form (ARF)** is a document filled out by a faculty member to formally state their availability for a non-contract assignment; desire to increase, decrease, or maintain load-level; and preferred courses for a particular semester, summer session, or intersession. The scheduling of ARFs is discussed in Section 5.6.D(5).
  - 5.1.B. **Discipline** is a grouping of courses that share common academic, vocational, and/or professional preparation. Disciplines are defined in Appendix L, which shall be the current version of the “Minimum Qualifications for Faculty and Administrators in California Community Colleges.
  - 5.1.C. **Distance Education (DE)** is any instruction in which the instructor and student are separated by time and/or distance and interact through the assistance of communication technology (5 CCC § 55200). Information on Distance Education assignments can be found in Article 23.
  - 5.1.D. **Faculty Service Area (FSA)** is a service or instructional subject area, or group of related services or instructional subject areas, performed by contract faculty and established by a community college district for purposes of termination of services for a reduction in force (RIF), reduction in student attendance, or reduction or discontinuance of a particular program of study or kind of service. FSAs are discussed in Section 5.12.
  - 5.1.E. **Full-Time Equivalent Faculty (FTEF)** is a unit of measure of faculty workload. A regular, contract full-time load for a semester is 1.0 FTEF. A full-time load of 1.0 is equivalent to 15 lecture equivalent hours (LEH) of instruction, or 35 hours of non-classroom work, or some combination of the two.
  - 5.1.F. **Intersession Assignment** is the voluntary, extra, or temporary assignment of a qualified faculty member to serve outside of either the Fall or Spring semesters. Intersessions are discussed in Section 5.10.
    - 5.1.F.(1) Summer intersession occurs between the last day of the Spring semester and the first day of the following Fall semester.
    - 5.1.F.(2) Winter intersession occurs between the last day of the Fall semester and the first day of the following Spring semester.
    - 5.1.F.(3) Intersession assignments shall only occur in Summer until such time as the District and the Federation agree on a calendar and other contract provisions that will allow for a Winter intersession.
  - 5.1.G. **Load** is the value for assignments performed by faculty and is used to calculate full-time and non-contract assignments.
  - 5.1.H. **Longevity** is the total semesters (excluding intersession assignments) of non-contract service a faculty member has accrued in a discipline. Information on longevity and how it impacts non-contract assignments can be found in Sections 5.6.B and 5.6.C.

- 5.1.I. **Pre-Longevity Period** is service time a non-contract faculty member must complete prior to being placed on the longevity list, totaling four (4) semesters over a four-year period (see Section 5.6.C).
- 5.1.J. **Previously Assigned Load (PAL)** is the measure of load that a faculty member must be offered, if available, when assigning non-contract assignments. A faculty member's PAL is the second highest ranked load value worked over the past eight (8) consecutive semesters. (For example, if a faculty member worked: 0.4; 0; 0; 0.2; 0; 0.6; .2; 0.6; load would be ranked as 0.6; 0.6; 0.4; 0.2; 0.2; 0; 0; 0; and PAL would be 0.6.) PAL is calculated separately at each college and is non-transferable between colleges. PAL shall only be calculated on non-contract assignments which carry FTEF load. PAL is calculated from any load beyond the 1.0 contract load for contract faculty. For non-contract assignments PAL shall include assigned classes, non-classroom service, and reassigned time, and shall not exceed the maximum allowable non-contract assignment under Education Code.
- 5.1.K. **Reassigned Time** is a voluntary assignment of a faculty member to perform work in lieu of part, or all, of the faculty member's contract and/or non-contract duties. Reassigned time is discussed in 5.2.

## **5.2 Faculty Workload and Assignment**

- 5.2.A. Teaching assignments may include any combination of lecture, laboratory, or lecture-laboratory classes. Credit course teaching assignments shall receive a load value of 0.1 load per 1.5 hours of instruction per week. For example:
  - 5.2.A.(1) Three (3) hours per week lecture = 0.2 load
  - 5.2.A.(2) Three (3) hours of lecture-laboratory = 0.75 of a lecture hour
  - 5.2.A.(3) Three (3) hours of laboratory instruction shall have load as follows:
    - 5.2.A(3)a. In the 2022-2023 academic years, three (3) hours of laboratory shall be calculated at 67% of regular lecture load = 0.1333 load, except for those courses listed on Appendix F which are calculated at 75% of regular load for a load value of 0.15.
    - 5.2.A(3)b. Beginning in Fall 2023, three (3) hours of laboratory shall be calculated at 67% of regular lecture load = 0.1333 load, except for those courses listed on Appendix F which are calculated at 85% of regular lecture load for a load value of 0.1700.
    - 5.2.A(3)c. Beginning in Fall 2024, three (3) hours of laboratory shall be calculated at 75% of regular lecture load = 0.1500 load, except for enhanced labs (courses listed on Appendix F) which shall be calculated at 85% of regular lecture load for a load value of 0.1700.
- 5.2.B. The following shall apply to the scheduling of coaches teaching lecture-laboratory, lecture, or laboratory assignments:
  - 5.2.B.(1) All coaching faculty shall meet their scheduled intercollegiate sport class during the entire semester of the season of the sport. When the sport season ends, other appropriate activities may be substituted for such class meetings with the concurrence

of the Dean and Athletic Director, but in no case shall classes meet less than two (2) times a week.

- 5.2.B.(2) Those coaches who elect to substitute other activities for class meetings shall prepare and submit a written plan, to be approved by the Dean and Athletic Director, which may include, but is not limited to recruitment, placement of athletes, advisement of students, high school relations, etc.
- 5.2.B.(3) Any conflicts arising from 5.2.B(1) or (2) shall be resolved through informal discussions among the appropriate College Vice President, Dean, Athletic Director, Department Chair, and the affected faculty member(s). If no resolution is reached, the Vice President shall make the final determination.
- 5.2.C. Enhanced non-credit courses will be paid at the lecture rate specified in Section 5.2.A., and non-enhanced non-credit courses (as specified in the most current California Community Colleges Chancellor's Office [CCCCO] curriculum approvals) will be paid at the lab rate. Upon request, the District shall provide the Federation a list of enhanced and non-enhanced non-credit courses.
- 5.2.D. Faculty members who teach classes with attendance, as measured at the census date, in excess of 60 students will be given credit of an additional one-half teaching hour for each hour taught for each increment of twenty-five (25) students in attendance above the 60 students per class. This shall apply to all classes, irrespective of modality.
  - 5.2.D.(1) Courses receiving an additional one-half teaching hour for each hour taught (those with 61-85 students enrolled at census) shall be referred to as extra-large (XL). Courses receiving two (2) additional one-half teaching hours for each hour taught (those with 86-110 students enrolled at census) shall be referred to as extra-extra-large (XXL). No courses shall be in excess of XXL (no courses shall enroll more than 110 students).
- 5.2.E. A team-teaching situation exists when two or more faculty members are assigned to teach a single class offering which encompasses one course or a concurrent combination of courses. Such situations shall only occur with the written consent of all involved faculty members.
  - 5.2.E.(1) The load value of the course shall be divided by mutual consent between the members of the team based on their assigned duties. For example, two (2) faculty members who each teach fifty percent (50%) of a lecture would receive a 0.1 load for the course (0.2 load x 0.50).
  - 5.2.E.(2) Credit earned for extra-large (XL or XXL) courses shall be divided proportionally by the number of members of the team based on workload assigned to each member.
  - 5.2.E.(3) Any conflicts arising from 5.2.E.(1) or (2) shall be resolved through informal discussions among the appropriate College Vice President, Dean, Department Chair, and affected faculty member(s). If no resolution is reached, the Vice President shall make the final determination.
- 5.2.F. Weekly student contact hours (WSCH) between 300 and 600 are considered a normal assignment. Equalization of load shall be effected, so far as practicable, by assignment of additional:

5.2.F.(1) Technical, laboratory, reader, or clerical assistance may be provided to an instructional division when student contact hours exceed the following:

5.2.F.(1)a. English Composition, 450

5.2.F.(1)b. Lecture Classes, 550

5.2.F.(1)c. Laboratory Classes, 500

5.2.F.(2) In the case of experimental programs, whenever the load assignment contemplated departs appreciably from established norms, class-weight credit to determine load assignments will be established by the President in conference with the appropriate College Vice President, the Division Dean, the Department Chair, and the faculty member involved.

5.2.F.(3) A faculty member may meet and confer at any time with their Division Dean and the appropriate College Vice President, regarding their teaching load or its equalization.

A District-wide average of not less than 525 Weekly Student Contact Hours, exclusive of WSCH's earned as part of an extra-hourly assignment, per full-time teaching faculty member, shall be established as management's goal.

5.2.G. Designation of new, updated, or revised lecture, lecture-laboratory, laboratory courses (or any combination thereof) for student credit hours as well as non-credit courses shall be made exclusively through each college's Curriculum Committee, subject to review by the District Council on Curriculum and Instruction (DCCI) and the Chancellor, subject to approval by the Governing Board.

5.2.H. Reassigned time shall be offered on a load basis. For example, an offer of 20% FTE reassigned time shall be equal to a 0.2 load.

5.2.H.(1) Non-contract reassigned time shall contribute to PAL and longevity in the same manner as a non-contract or extra hourly assignment. For example, a non-contract offer of 20% FTE reassignment time would be considered a 0.2 load for the purposes of determining PAL.

5.2.I. Reassigned time for contract faculty members shall be subject to the following conditions:

5.2.I.(1) Reassigned time shall be applied to a faculty member's regular, full-time duties only. Contract faculty on 100% FTE reassignment, (e.g. Academic Senate President etc.) may receive extra-hourly assignments, so long as their load is at or below the maximum load specified in Section 5.6.B.(1)a.

5.2.I.(2) Reassigned time for contract faculty load shall be based on a forty (40) hour work week, minus five (5) hours of required college service. For example, a contract faculty member on 20% FTE reassignment time will be required to spend seven (7) hours per week on the reassignment project (35 hours per week x 0.20 reassignment).

5.2.I.(3) Contract classroom faculty receiving reassigned time shall have their office hour obligations reduced proportionally. For example, a contract classroom faculty member on 20% FTE reassignment would be required to hold four (4) office hours per week.

5.2.J. Reassigned time for non-contract assignment shall be subject to the following conditions:

5.2.J.(1) A non-contract reassignment will require 123 hours per term or semester for each 20% FTE of reassignment.

5.2.J.(2) All non-contract reassigned time shall be paid from the appropriate Faculty Salary Schedule in effect at the time the reassigned time is accrued (Article 3.8.B(3)).

5.2.J.(3) Combined reassigned time and regular assignment for non-contract faculty shall not exceed the maximum load currently allowed by Education Code §87482.5 (0.67 FTE at the time of signing of this Agreement).

5.2.K. District/College management shall determine the amount of reassigned time offered to faculty and the duties involved. Any offer of reassigned time shall be subject to the following:

5.2.K.(1) Reassigned time shall be voluntary and by mutual agreement between management and the faculty member. A faculty member may decline an offer of reassigned time without impacting their receipt of an assignment as described in this Article.

5.2.K.(2) The District/College shall make best efforts to ensure that offers of reassigned time are awarded in a fair, consistent, and equitable manner across all worksites.

5.2.K.(3) The District/College shall make best efforts to ensure that contract and non-contract faculty have opportunities to receive reassigned time.

5.2.L. Faculty may be offered Distance Education classes and/or remote work as part of their contract and/or non-contract assignment

5.2.L.(1) Faculty who have a current DE Certification may be offered DE courses in accordance with the criteria set forth in Article 12 and Article 23.

5.2.L.(2) Non-classroom faculty may be offered remote work.

### **5.3 Administration of Assignment and Work Offers**

5.3.A. The Chancellor of the District is responsible for the assignment of faculty members within the District in accordance with the provisions of this Agreement.

5.3.B. The President of each College is responsible for the assignment of faculty members within the College in accordance with the provisions of this Agreement.

5.3.C. The District shall provide each faculty member with an opportunity to review and accept their non-contract assignment according to the following schedule.

5.3.C.(1) Work offers for **Fall semester** assignments shall be emailed to faculty in April of the previous Spring semester. Faculty must accept or reject work offers in May of the previous Spring semester.

- 5.3.C.(2) Works offers for **Spring semester** assignments shall be emailed in October of the previous Fall semester. Faculty must accept or reject work offers in November of the previous Fall semester.
- 5.3.C.(3) Work offers for **Summer** intersession assignments shall be emailed in March of the previous Spring semester. Faculty must accept or reject work offers in April of the previous Spring semester.
- 5.3.D. Contract faculty who fail to accept a work offer in accordance with the timeline specified in Section 5.3.C. may not be eligible for extra-hourly assignments for that specific semester.
- 5.3.E. Non-contract faculty who fail to accept a work offer in accordance with the timeline specified in Section 5.3.C. may not be assigned a workload for that specific semester.

#### **5.4 Contract Classroom Assignments**

- 5.4.A. The teaching load of a classroom faculty member on full assignment shall be as follows:
  - 5.4.A.(1) Teaching hours of faculty members shall be calculated on the basis of a contract classroom teaching assignment of thirty (30) lecture-equivalent instructional hours for an academic year [two (2) semesters]. The District will make reasonable efforts to attempt to equalize the distributions of such lecture or lecture equivalent hours between each of the two semesters.
  - 5.4.A.(2) A faculty member may be assigned more than sixteen (16) or less than fourteen (14) lecture or lecture-equivalent hours per semester as their contract teaching load only with their permission.
  - 5.4.A.(3) A faculty member who wishes to teach an extra-hourly assignment during a Spring semester must first fulfill their entire load assignment for the academic year.
  - 5.4.A.(4) Effective Fall 2023, in emergency situations when no other faculty are available to take an existing class, after a search for available faculty at all District campuses, a contract faculty member may be permitted to exceed the agreed upon maximum combined load of 1.55. An individual faculty member may not exceed the maximum combined load more than once in a two-year period, except with agreement between District HR and the Federation.
- 5.4.B. The typical workload for all classroom teaching faculty members is an average of forty (40) hours per week and shall include:
  - 5.4.B.(1) An average of thirty (30) hours per week which includes classroom teaching; course preparation; and grading for assigned classes, including submission of grades within two working days after finals and timely submission of census data.
  - 5.4.B.(2) Maintenance of three (3) in-person, on-site, scheduled office hours per week for student conferences and a minimum of 2 hours by appointment (either in-person or remotely), based on student need, for a total of five (5) hours per week.

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- 5.4.B.(2)a. Office hours should be offered in blocks no shorter than thirty (30) minutes each. In-person, on-site office hours shall occur over a period of no less than three (3) days.
  - 5.4.B.(2)b. Office hour schedules will be posted outside the faculty member's office, where possible; on course syllabi; and, for DE courses, within the faculty member's courses in the District learning management system (LMS). Office hour schedules shall be sent to the appropriate Division office.
  - 5.4.B.(2)c. An office shall be provided as a condition for requiring such scheduled on-campus office hours. The location of the on-campus office shall be determined in consultation with the faculty member and the appropriate Dean. The final decision for the location of faculty offices rests with the appropriate College Vice President.
  - 5.4.B.(2)d. Contract faculty with partial teaching assignments shall maintain such office hours as are a pro-ration of the portion of the teaching contract held.
- 5.4.B.(3) Contract classroom faculty shall perform an average of five (5) college service hours per week and shall submit documentation of completion to the Dean each semester by December 31 or June 30 for the prior six (6) months. Documentation shall be submitted on Appendix G.

Typically, such college service activities may include the following:

- a. Discussing departmental student learning outcomes planning or results outside of class time;
- b. Continuing professional development (including, but not limited to, flex day activities beyond an individual's flex obligation and district or campus Distance Education certification and recertification trainings as defined in Article 23);
- c. Sponsorship and support of student activities;
- d. Participation in budget development;
- e. Employment interviewing procedures;
- f. Serving on a college, district, county, regional, and state-wide committee(s) in furtherance of the mission of the college;
- g. Department and division meetings;
- h. Curriculum development or review;
- i. Program development, review, and/or coordination;
- j. Articulation and matriculation;
- k. Contributing to or writing of grant proposals and research projects;
- l. Recruitment and high school relations;



- m. Registration advisement;
- n. Activities of faculty governance, representation, and advocacy;
- o. Preparation and updating of course outlines;
- p. Community outreach and interface;
- q. State and/or federally-mandated trainings;
- r. Additional work performed outside of normal instructional duties that is not compensated by a stipend (e.g. procurement, preparation, inventory, and maintenance of educational supplies, equipment, or other resources materials).

When work has been compensated through some other means, such as a stipend or grant, those hours shall not also be reported as college service.

**5.4.C. Scheduling of Contract Classroom Assignments**

- 5.4.C.(1) Assignments of contract teaching load for contract faculty members shall have first priority over any other class assignments.
- 5.4.C.(2) When the assignment for a teaching faculty member is prepared, primary consideration will be based on the needs of the students, the professional training and experience of the faculty member, and the classes to be taught. Under no circumstance may a course be taught by any faculty member who does not possess the appropriate credential, meet the appropriate Minimum Qualifications (or possess an equivalency as determined by Governing Board Policy) as stipulated in the current "Minimum Qualifications for Faculty and Administrators in California Community Colleges" handbook.
- 5.4.C.(3) Course, section, and room scheduling for individual faculty members shall be prepared within the Division in conjunction with the Department/Discipline, subject to approval by the appropriate College Vice President. Such approval shall not be unreasonably withheld. Any such conflicts shall be resolved through informal discussions among the appropriate College Vice President, the Division Dean, the Department/Discipline, and the affected faculty member.
- 5.4.C.(4) Faculty members hired for a specific Discipline shall be assigned in that Discipline except as provided in the Transfer Article of this Agreement.
- 5.4.C.(5) Without a faculty member's written consent, a minimum of 12 hours shall elapse between the conclusion of the last class an instructor is assigned in one day and the first class assigned on the following day. If a contract teaching assignment is not available in the day work hours, the faculty member may be assigned classes during the evening hours to complete the full-time teaching assignment.
- 5.4.C.(6) A faculty member must be on the District DE Certification List to be considered for assignment to a Distance Education class.

- 5.4.C.(6)a. A contract faculty member may decline a Distance Education assignment without impacting their receipt of their contract load assignment as described in this Article except in cases where a demonstrated need for offering online instruction in the discipline is established and no other existing in-person options are available.
- (i) Any contract faculty member hired June 30, 2023 or later shall not have the right to decline Distance Education assignments.
- 5.4.C.(7) No faculty member shall be required to exceed any of the following maximums unless the faculty member consents in writing:
- 5.4.C.(7)a. Number of course preparations: 3  
Preparations shall be defined as follows:
- (i) Except for courses that are cross-listed or taught at the same time and location (e.g., honors courses), courses with different course numbers shall be considered separate preparations.
- (ii) An exception can be made to Section 5.4.C.(7)a above in cases where a discipline does not offer sufficient sections of any courses to provide a 1.0 contract faculty load while adhering to the 3-preparation maximum in 5.4.C.(7)a.
- 5.4.C.(7)b. Consecutive lecture hours: 3
- 5.4.C.(7)c. Break between classes in a day assignment: 4 hours
- 5.4.C.(8) Normally, contract faculty members shall be available for instructional assignments, office hours, division/department meetings, and/or participation in shared governance activities during a Monday through Friday time span. Assigned teaching and non-teaching duties shall not begin before 7:00 a.m. or extend past 5:00 p.m. unless mutually agreed upon in advance by both the faculty member and college management.
- 5.4.C.(8)a. Contract classroom faculty members shall, in a normal work week, work on campus a minimum of three (3) days, inclusive of instructional assignments and college service.
- 5.4.C.(8)b. A faculty member shall not be scheduled more than five (5) days per week without their prior consent.
- 5.4.C.(8)c. Faculty members may, with their prior consent and the approval of the college management, be scheduled for a non-traditional classroom assignment. Such contract assignments may include, but are not limited to:
- (i) A split assignment requiring both day and evening assignments for a full assignment.

- (ii) Saturday and/or satellite campus assignment as part of a full assignment at District approved worksites.
- (iii) Innovative "field" courses requiring extended periods with the class at off-campus sites.
- (iv) A traveling assignment is a contract assignment, which includes more than one site in the District (mileage between work sites to be compensated by the District at the prevailing rate).

5.4.C.(8)d. Any conflicts shall be resolved through informal discussions among the appropriate College Vice President, the Dean, the Department Chair, and the affected faculty member. If resolution is not reached, the appropriate College Vice President will determine the faculty's schedule.

5.4.C.(9) Absent emergency or extenuating circumstances, classroom faculty members shall begin class on time and shall not, without prior authorization, terminate any class before the required time of adjournment.

5.4.C.(10) Substitute responsibilities: Hours of work, other than assigned classroom time, may be used to provide substitute services for a temporarily absent faculty member and shall be paid for at the hourly rate of pay (Section 3.8.C). In instances of long-term substitutions (more than 20 consecutive workdays), the substitute faculty member will become the instructor of record with appropriate pro-rated load. The substitute faculty member's combined existing and substitute loads shall not exceed the maximum hourly load of .67 for the semester. The original instructor of record shall retain their originally assigned load, and procedures defined in Article 8 (Leaves) will apply.

5.4.C.(11) If the services of a contract faculty member are terminated, the District shall send written notification to the Federation by certified mail within ten (10) working days.

## **5.5 Contract Non-Classroom Faculty**

5.5.A. All contract non-classroom faculty on full assignment shall be assigned thirty-five (35) hours per week, which may include a combination of on-campus and remote work. Such contract assignments may include, but are not limited to work assignment, office hours, division/department meetings, and/or participation in shared governance activities during a Monday-Friday timespan. Contract non-classroom faculty members shall, in a non-holiday normal work week, work on campus a minimum of three (3) days. Nothing in this paragraph is intended to guarantee any remote workdays.

5.5.A.(1) Any regularly scheduled assignment in excess of thirty-five (35) hours per week shall be a non-contract assignment compensated on the Faculty Non-Classroom Salary Schedule [Section 3.8.B.(3)].

5.5.A.(2) Assignments for individual faculty members shall be made by the Dean in collaboration with the Department Chair and will be scheduled Monday through Friday only between the hours of 7 a.m. and 5 p.m.

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- 5.5.A.(2)a. When the Dean determines there is a need for scheduled hours after 5pm or on Saturday, assignments may be scheduled for four days per week between the hours of 7 a.m. and 8 p.m. and/or on Saturday between 7 a.m. and 5 p.m., with the prior agreement of the faculty member and the Dean. Faculty will make reasonable efforts to accommodate the Dean's request and to share responsibility with other members of their department with respect to evening and Saturday assignments.
- 5.5.A.(2)b. Scheduling for individual faculty members shall be prepared by the Dean in collaboration with the Department Chair, subject to approval by the appropriate College Vice President. Any conflicts shall be resolved through informal discussions among the appropriate College Vice President, the Dean, the Department Chair, and the affected faculty member. If resolution is not reached, the appropriate College Vice President will determine the faculty's schedule.
- 5.5.A.(2)c. Remote Work: Immediately following the ratification of this CBA, a non-binding jointly formed "Faculty Remote Work Workgroup" composed of equal members of faculty and college administrators (up to 3 of each), one representative from HR, and one representative from AFT, shall be convened to investigate and make recommendations regarding faculty remote work policies. The workgroup shall elect faculty and administrator co-chairs from their constituencies. The workgroup shall meet regularly until such time as a formal recommendation has been presented to the Chancellor. Faculty serving on this workgroup shall receive a medium project stipend of 31-40 hours for the Spring 2023 semester this workgroup meets prior to forwarding recommendations to the Chancellor. The workgroup's recommendation shall be advisory only.
- 5.5.A.(3) When special conditions exist on campus, as determined by college management, and it is deemed advantageous to students and the community served, non-traditional assignments shall be appropriate. Such assignments may include, but are not limited to:
  - 5.5.A.(3)a. A split assignment requiring both day and evening assignments for a full assignment.
  - 5.5.A.(3)b. Saturday and/or satellite campus assignment as part of a full assignment in off campus locations.
  - 5.5.A.(3)c. A traveling assignment which includes more than one site in the District (mileage between work sites to be compensated by the District).
- 5.5.B. A non-classroom faculty member may be allowed to teach as part of their full assignment with permission of the immediate Dean as well as the Dean of the Division in which the faculty member will teach. For purposes of computing the clock hours, non-classroom faculty members who teach

classes will have class preparation time on the basis of one hour for each hour in class, or as computed for teaching faculty. This section shall not be deemed to apply to teaching of an hourly assignment.

5.5.C. All non-classroom faculty members not on extended contract shall have the same contractual calendar as classroom faculty members except by mutual agreement.

5.5.D. Any non-classroom faculty member on full assignment may request up to five (5) hours per week for college service hours. The requested five hours of service shall be approved by the supervisor. The non-classroom faculty member shall submit documentation of completion to the Dean each semester by December 31 or June 30 for the prior six (6) months. Documentation shall be submitted on Appendix G which will document the number of hours per activity.

5.5.D.(1) Typically, such college service activities may include the following:

- a. Discussing departmental student learning/service unit outcomes planning or results outside of regular class time;
- b. Continuing professional development (including, but not limited to, flex day activities beyond an individual's flex obligation and district or campus Distance Education certification and recertification trainings as defined in Article 23);
- c. Sponsorship and support of student activities;
- d. Participation in budget development;
- e. Employment interviewing procedures;
- f. Serving on a college, district, county, regional, and state-wide committee(s) in furtherance of the mission of the college;
- g. Department and division meetings;
- h. Curriculum development or review;
- i. Program development, review, and/or coordination;
- j. Articulation and matriculation;
- k. Contributing to or writing of grant proposals and research projects;
- l. Recruitment and high school relations;
- m. Registration advisement;
- n. Activities of faculty governance, representation, and advocacy;
- o. Preparation and updating of course outlines, if applicable;
- p. Community outreach and interface;
- q. State and/or federally-mandated trainings.

When work has been compensated through some other means, such as a stipend or grant, those hours shall not also be reported as college service.

5.5.E. The following applies only to the **Counseling faculty**:

- 5.5.E.(1) Counseling faculty may serve extended day students as part of their normal workload or for hourly assignment pay, with the approval of the supervising Dean.
- 5.5.E.(2) Counseling workload shall be subject to the limitations inherent in the nature of counseling, the number of students, the number of available appointment times, and the need for a quality-counseling program. The maximum number of students to counselors under the above criteria may be recommended by affected faculty and shall be subject to reasonable approval of the immediate supervisor.
  - 5.5.E.(2)(i) It shall be a joint goal of management and the counseling staff to provide one FTE appropriate-credentialed counselor per 550 to 800 graded students on each campus.
  - 5.5.E.(2)(ii) Every effort will be made to prioritize a tenure-track position when filling an FTE counselor position except when hired using categorical or grant funding.
- 5.5.E.(3) In addition to regular division meetings, each counseling division may schedule one normal contract day per month for in-service training. Each campus will develop the in-service independently to best meet the needs of the counseling faculty. Such in-service days shall not be scheduled on self-assigned flex days or weekends.
- 5.5.E.(4) A counselor may be scheduled up to eight (8) hours per week to coordinate specialized centers and/or program activities where professional expertise is required.

## **5.6 Non-Contract Assignments**

5.6.A. Payment and Workload

- 5.6.A.(1) All non-contract assignments which carry load are paid from the appropriate load-based pay schedule, either classroom or non-classroom.
- 5.6.A.(2) Non-contract classroom assignments shall consist of a load-based pro-rata of the instructional portion (1.0 load = 30 hours per week of class and prep) of a contract assignment.
  - 5.6.A.(2)a. Non-contract classroom assignments shall not have a college service hour requirement.
  - 5.6.A.(2)b. Except as defined in Section 5.7.A. of this Article, non-contract classroom assignments shall not have an office hour requirement.
- 5.6.A.(3) Non-contract non-classroom assignments shall consist of a load-based pro-rata of a contract non-classroom assignment.

5.6.B. Eligibility

When the assignment for a non-contract teaching faculty member is prepared, primary consideration will be based on the needs of the students, the professional training and experience of the faculty member, and the classes to be taught. Under no circumstances may a

course be taught by any faculty member who does not possess the appropriate credential, meet the appropriate Minimum Qualifications (or possess an equivalency as determined by Governing Board Policy) as stipulated in the current “Minimum Qualifications for Faculty and Administrators in California Community Colleges” handbook. Non-contract assignments are subject to the following procedures and limitations:

**5.6.B.(1) Contract Faculty Members**

5.6.B.(1)a. Effective Fall 2023, unless otherwise stipulated in Sections c through f below, a contract classroom faculty member’s combined load shall not exceed 1.55 per semester, calculated as the sum of the following:

- (i) 1.0 full-time regular contract load.
- (ii) Any excess partial load resulting from assignment of regular full-time contract load. For example, if a contract faculty member at 0.9 load is assigned a lecture course with a load value of 0.2, the load from the lecture course would be split to fill out the contract load ( $0.9 + 0.1 = 1.0$  contract load), resulting in an extra-hourly assignment of 0.1 load.
- (iii) Extra-hourly classroom or non-classroom assignments beyond regular contract load.
- (iv) Any reassigned time.

5.6.B.(1)b. Effective Fall 2023, contract non-classroom faculty may work a maximum of a 0.55 load beyond their 1.0 contract load per semester. The extra hourly load shall be calculated as the combined classroom assignment, non-classroom assignment, and reassigned time.

5.6.B.(1)c. Effective Fall 2023, an individual faculty member shall not exceed the maximum combined load of 1.55 except in the case of an emergency as determined by management. A faculty member shall receive such an emergency exception no more than once in any two-year period. Prior to utilizing such an exception, the department shall run a multicampus recruitment to find available faculty within the District.

5.6.B.(1)d. The following shall be exempt from inclusion in maximum load calculations, or total non-contract hours, for all contract faculty:

- (i) Time required as a short-term substitute (limited to a maximum of 20 working days, per Education Code §87480, or in case of emergency, as determined by management).
- (ii) Hours worked as an Employment Equity Facilitator (AP 7120-D).
- (iii) Project stipends paid in accordance with Article 3.
- (iv) Department Chair evaluation pay (Article 13).

5.6.B.(1)e. Faculty members receiving stipends or work experience shall not be considered professional ancillary activities under Education Code §87482.5 for the purpose of non-contract assignments listed under Section 5.6.B.

5.6.B.(1)f. The 1.55 limit shall not apply to any loads already scheduled at the time of the signing of this Agreement.

**5.6.B.(2) Non-Contract Faculty Members**

5.6.B.(2)a. Non-contract faculty members may be assigned a combination of classroom assignments and non-classroom assignments to the maximum currently allowed by Education Code §87482.5 (0.67 FTE at the time of the signing of this Agreement).

5.6.B.(2)b. The following shall be exempt from inclusion in maximum load calculations for non-contract faculty:

(i) Time required as a short-term substitute, or in case of emergency, as determined by management.

(ii) Hours worked as an Employment Equity Facilitator (AP 7120-D).

(iii) Stipends paid in accordance with Article 3.

5.6.B.(2)c. Faculty members receiving stipends or work experience shall not be considered professional ancillary activities under Education Code §87482.5 for the purposes of determining whether a faculty member is working the maximum load currently allowed by Education Code §87482.5 (0.67 FTE at the time of the signing of this Agreement).

5.6.B.(2)d. If the services of a non-contract faculty member are terminated, the District shall send written notification, including reasons for the termination, to the faculty member and the Federation by certified mail within ten (10) working days.

5.6.B.(2)e. The performance of short-term substitute services (limited to a maximum of 20 working days) by members of the Unit shall not be considered as an assignment within the meaning of the Bargaining Agreement, or for the purpose of determining whether an individual is performing 0.67 FTE within the meaning of Education Code §87482.5.

**5.6.C. Factors Impacting Non-Contract Assignments**

5.6.C.(1) **Pre-Longevity Period.** A non-contract faculty member must complete four (4) semesters over a four-year (4-year) period of service prior to being placed on the longevity list, regardless of the faculty member's PAL.

**5.6.C.(2) Longevity**



- 5.6.C.(2)a. Non-contract faculty shall be credited with five (5) semesters of longevity upon the completion of their fifth semester of service at a particular college. If the faculty member works at two (2) or more colleges within the VCCCD, they will be credited with the corresponding longevity at each college upon successful completion of their fifth (5<sup>th</sup>) semester district-wide provided that the last evaluation was “Satisfactory” or “Excellent” at each college, and they have served a minimum of three (3) semesters at each college within the prior eight (8) semesters.
- 5.6.C.(2)b. A faculty member may hold different longevity in different disciplines. Faculty may be assigned in different disciplines at one campus or at a combination of campuses, within the same semester.
- 5.6.C.(2)c. If a faculty member holds longevity in a discipline and begins teaching in the same discipline at another college, longevity will be transferred upon the successful completion (“Satisfactory” or better evaluation rating) of the third semester at the “new college.”
- (i) If the new college fails to evaluate the faculty member within three (3) semesters, successful completion shall mean a “Satisfactory” or better rating on the most recent evaluation on file at any District college.
  - (ii) The faculty member will continue to accrue longevity only at the college(s) where they are teaching.
- 5.6.C.(2)d. Accumulated longevity shall be held for life by a faculty member, except when the faculty member:
- (i) has not received assignments for the previous eight (8) semesters (except as provided by law), or
  - (ii) has resigned or been dismissed under Education Code §87732, or
  - (iii) has been removed from the longevity list for that discipline in accordance with the evaluation process outlined in Section 12.8.C.
- 5.6.C.(2)e. A faculty member will be removed from the longevity list upon receiving two (2) consecutive performance evaluations with summary ratings of “Unsatisfactory” or three (3) consecutive evaluations with overall summary ratings of any combination of “Needs Improvement” or “Unsatisfactory.” (See Section 12.8.C.)
- 5.6.C.(2)f. If a faculty member is subsequently rehired within eight (8) semesters of removal from the longevity list, their longevity will be restored upon completion of the fifth (5<sup>th</sup>) semester provided the performance evaluation is a “Satisfactory” or better.

- 5.6.C.(2)g. The District will provide to the Federation, by the fourth week of each semester, longevity and pre-longevity lists by discipline for each college reflecting assignments for the previous semester.
- (i) The longevity list shall list the accumulated longevity, PAL, and status (preferred, if applicable) for each faculty member.
  - (ii) The pre-longevity list shall include faculty in the pre-longevity period and the number of semesters each faculty member has completed.
- 5.6.C.(3) **Previously Assigned Load:** PAL is determined by ranking the faculty member's load from highest to lowest over the past eight (8) consecutive semesters at each college. PAL will be the second (2<sup>nd</sup>) highest ranked number. (PAL is non-transferable between colleges.) For example, if a faculty member worked: 0.4; 0; 0; 0.2; 0; 0.6; .2; 0.6; load would be ranked as 0.6; 0.6; 0.4; 0.2; 0.2; 0; 0; 0; and PAL would be 0.6.
- 5.6.C.(3)a. If a faculty member receives a committee summary/overall performance rating (on Form C1) of "Unsatisfactory" OR two (2) consecutive committee summary/overall performance ratings (on Form C1) of "Needs Improvement," their PAL will reduce to 0.2, or not less than one (1) class. (See Section 12.8.B.)
- 5.6.C.(4) **Status on Preferred List**
- 5.6.C.(4)a. A non-contract faculty member shall be designated as preferred if evaluated as "Excellent" by a majority of committee members in the summary/overall performance evaluation (See Form C1).
- (i) Retired full-time faculty who return to employment as a non-contract faculty member shall not be placed on the Preferred List based on previous evaluations as a full-time faculty member. Such faculty are eligible for the Preferred List if evaluated "Excellent" as a non-contract faculty member.
  - (ii) All retired faculty members who return to service as a non-contract faculty member post-retirement shall be evaluated within the first semester of their return. If any faculty member covered by this section is not evaluated in their first post-retirement semester, they will be evaluated in the next semester in which they have a non-contract assignment.
- 5.6.C.(4)b. Faculty members on their college's Preferred List will remain on the list unless removed through evaluation.
- 5.6.C.(4)c. A faculty member will be removed from the Preferred List if the faculty member receives any one of the following:
- (i) Two (2) consecutive committee summary/overall performance evaluation ratings of "Satisfactory."

(ii) One committee summary/overall performance evaluation rating of “Needs Improvement” or “Unsatisfactory.”

(iii) One committee summary/overall performance evaluation which includes a combination of any two ratings below Satisfactory.

5.6.C.(4)d. Preferred status, or lack thereof, at one college shall not impact Preferred status at another college. Evaluation at one college shall not impact Preferred status at another college.

5.6.C.(4)e. The District will use best efforts to ensure that at least 20% of the non-contract faculty in each division at each college are on the “preferred” list every semester.

**5.6.C.(5) Short Courses**

Load for non-contract assignments shorter than a semester shall be calculated by dividing the total number of hours assigned for the semester by seventeen (17) and rounding to the nearest half hour. (Total number of hours for a classroom assignment is determined by multiplying the number of hours assigned per week by the number of weeks a course is scheduled as indicated in the schedule of classes).

**5.6.D. Non-Contract Assignment Procedures**

5.6.D.(1) If classes/hours are available, non-contract assignments shall be made in the following order (a. through f.) unless Distance Education classes are required to provide the previously assigned load (as defined below). Faculty who submit a late ARF shall be eligible to be considered for assignment in the following order if their ARF is received prior to the start of scheduling. Failure to submit an ARF, or submitting an ARF after scheduling has begun, may result in scheduling at a lower priority. A faculty member must be on the District DE Certification List to be considered for assignment to a Distance Education class.

- a. Full-time faculty teaching extra-hourly and non-contract faculty on a college’s Preferred List will be assigned their previously assigned loads in longevity order.
- b. Full-time faculty requesting new extra-hourly assignments.
- c. Other non-contract faculty members on the longevity list with previously assigned loads (PAL) will be given their PAL in longevity order.
- d. Priority for increased loads shall be considered in the order indicated in (a.) – (c.) above.
- e. Faculty on the pre-longevity list or newly-hired faculty.
- f. When qualified new non-contract faculty members are not available, an intern may be hired. An intern may not be hired for more than four (4) semesters. An intern may accrue service credit to get on the longevity list; however, they must complete four (4) semesters of teaching experience (as an intern or non-contract

faculty member) and be hired as a non-contract faculty member according to the VCCCD hiring procedures in order to be added to the longevity list. Intern service experience will not count toward longevity.

- 5.6.D.(2) When two (2) or more faculty are tied in terms of longevity, the tiebreaker procedures in Appendix I shall be used.
- 5.6.D.(3) The Department Chair/Coordinator will consult with the Dean/immediate supervisor prior to any non-contract assignments being recommended. All reasonable effort will be made to accommodate non-contract assignment requests regarding time(s), day(s), location(s), modality(ies), and course(s).
  - 5.6.D.(3)a. If the Department Chair/Coordinator and Dean/immediate supervisor do not agree as to whether to give a particular assignment to the faculty member, the appropriate College Vice President will determine assignment.
  - 5.6.D.(3)b. If a faculty member is dissatisfied with their assignment, the appropriate College Vice President will determine the assignment.
- 5.6.D.(4) If it is necessary to give a faculty member an assignment in excess of their PAL in order to provide a full PAL for that faculty member, this assignment shall be considered an incidental increase in assignment.
  - 5.6.D.(4)a. The assignment may be made without a faculty member's request for an increased assignment listed on the ARF if the sole purpose is to provide a full PAL assignment for that faculty member.
  - 5.6.D.(4)b. This incidental increase shall not be considered a violation of the other faculty members' priority rights for assignment under Section 5.6.D(1). and shall not be considered as a request for an increase as outlined in Section 5.6.D.(1)d.
- 5.6.D.(5) **Assignment Request Forms**
  - 5.6.D.(5)a. To receive an assignment for a subsequent semester, a faculty member, retiree, or manager must submit an Assignment Request Form (ARF) for that semester to the Human Resources Department. An ARF may be submitted electronically or as an email attachment to the ARF email address in Human Resources. Return receipt of this email shall be proof of submission.
  - 5.6.D.(5)b. If requesting assignments in more than one (1) division/college, the faculty member must submit a separate completed ARF for each division/college.
  - 5.6.D.(5)c. ARFs will be available online in the Portal (MyVCCCD) and through the District's HR Tools forms listing.

5.6.D.(5)d. Notices for posting and submitting ARFs will be sent to each faculty member by email at the time of posting.

5.6.D.(5)e. Schedule for posting and submitting ARFs:

(i) For **Fall Semester** Assignment:

- Post ARFs during the second week of the previous fall semester.
- Submit completed ARFs at the end of the sixth week of the previous fall semester.

(ii) For **Spring Semester** Assignment:

- Post ARFs during the second week of the previous spring semester.
- Submit completed ARFs at the end of the sixth week of the previous spring semester.

(iii) For **Summer Semester** Assignment:

- Post ARFs during the second week of the previous fall semester.
- Submit completed ARFs at the end of the sixth week of the previous fall semester.

### **5.7 Non-Contract Office Hours**

5.7.A. Non-contract faculty assigned to teaching duties shall be compensated for up to nine (9) office hours per semester per the following chart:

LOAD	OFFICE HOURS
0 – 0.2	3 office hours
0.21 – 0.4	6 office hours
0.41 – 0.67	9 office hours

Compensation shall be at the appropriate faculty hourly rate (see Article 3). Non-contract faculty assigned to teach Distance Education courses shall be compensated as above. Contract faculty teaching extra-hourly assignments shall not be eligible for non-contract office hours.

All non-contract faculty receiving such compensation shall inform their students of the time and place of the office hours by including the schedule in the syllabus for each class that is part of the faculty member's assignment. Upon request from the Department Chair or supervising administrator, the faculty member shall also furnish that person with a copy of the schedule. The above shall be in compliance with Education Code §87880-87885 et seq.

5.7.B. Amounts paid under Section 5.7.A of the Agreement shall not be considered in determining whether a faculty member is working .67 FTE of the hours per week considered to be a full-time assignment under Education Code §87482.5 or under Section 5.6.B.(2) of the Agreement.

### **5.8 Non-Contract Faculty Applying for Contract Positions**

5.8.A. A minimum of 25% (or no fewer than three) of non-contract faculty members who apply for a contract position in the District and who meet the qualifications for that position as specified in

the job announcement and determined by the Screening Committee shall be interviewed by the Committee.

## **5.9 Class Cancellations**

### **5.9.A. Effect of Class Cancellation on Contract Assignments**

5.9.A.(1) In the event that a contract faculty member has any part of their contract assignment canceled, it shall be fully reinstated by assuming the equivalent amount of FTE load of a non-contract faculty member with the least longevity within the discipline grouping.

5.9.A.(2) In the event that assuming such FTE of the least longevity non-contract faculty member presents a time conflict with the remainder of the contract faculty member's assignment or a conflict with federal or state law, the contract faculty member shall either:

5.9.A.(2)a. Assume the necessary FTE of the faculty member with the next appropriate assignment (one which presents no such conflicts) on the longevity list in the discipline, or

5.9.A.(2)b. Utilize banked load, or be allowed, at management's approval, to utilize load equalization.

### **5.9.B. Effect of Class Cancellation on Non-Contract Assignments**

5.9.B.(1) In the event that a faculty member assigned on a non-contract basis has any part of their assignment as indicated in their offer of employment canceled during the period between the time when the offer was made and seven (7) calendar days before the first day of instruction for the Fall and Spring terms, the faculty member shall have the right to teach the assignment of the faculty member(s) with the least longevity in the same discipline (as defined in the current version of "Minimum Qualifications for Faculty and Administrators in California Community Colleges" and in accordance with Section 5.6.C.(2), Appendix L, and Section 6.3 to restore their canceled assignment.

## **5.10 Intersession Assignments**

5.10.A. Intersession assignments occur outside of the regular assignment basis; are considered voluntary, extra, or temporary assignments; and may be authorized only for a period of the intersession as defined in 5.1.

5.10.A.(1) All intersession assignments are non-contract and faculty must submit an ARF within the deadline to be eligible for an intersession assignment.

5.10.A.(2) A faculty member must be on the District DE Certification List to be considered for assignment to a Distance Education class during an intersession.

5.10.A.(3) Classroom faculty may teach a maximum load of 0.67, or a single class with a load in excess of 0.67, in any non-overlapping term of an intersession (e.g., a faculty member may have a maximum load of 0.67 in the first 4-week term of summer and another 0.67 in a second 4-week or 6-week term that begins after the end of the first term). While rare, exceptions to the summer load limit are subject to the approval of the appropriate

College Vice President and shall not be considered until options on the priority order list have been exhausted.

5.10.A.(4) Non-classroom faculty on an eleven-month contract may be assigned a maximum load of 0.67 during an entire intersession, in addition to their on-contract days which may fall within the intersession timeframe.

5.10.A.(5) Non-classroom faculty on a ten-month contract may be assigned a maximum load of 0.67 during each non-overlapping term of an intersession if they do not have any on-contract days during the intersession, or may have a maximum load of 0.67 during an entire intersession in which they also have on-contract days.

5.10.B. Summer or winter intersession assignments shall be made in the following priority order:

- (1) Contract faculty in the discipline on the campus
- (2) Non-contract faculty on the preference list in the discipline on the campus
- (3) Other non-contract faculty in the discipline on the campus
- (4) Faculty on the pre-longevity list
- (5) New hires and management
- (6) Faculty in the discipline from other campuses

5.10.C. The Dean, after consultation with the appropriate Department Chair, shall offer intersession assignments using the following procedure:

5.10.C.(1) Faculty in the first three (3) priority groups shall receive an initial offer consisting of either one (1) class of any load value or classes totaling up to 0.67 load (or the equivalent hours for non-classroom assignments).

5.10.C.(2) If classes/hours remain available after initial assignments have been made, faculty in the first three priority groups shall receive a second offer consisting of either one (1) additional class of any load value or additional classes totaling up to 0.67 load (or the equivalent hours for non-classroom assignments).

5.10.C.(3) If classes/hours remain available after secondary assignments have been made, faculty in priority groups four (4) and five (5) shall receive an offer consisting of either one (1) class of any load value or classes totaling up to 0.67 load (or the equivalent hours for non-classroom assignments).

5.10.C.(4) When qualified faculty members are not available during an intersession, individuals in priority group six (6) may be offered classes totaling up to 0.67 load (or the equivalent hours for non-classroom faculty).

#### **5.11 Notification of Absence Reporting**

Faculty members will make all reasonable efforts to report absences from any assignment in advance. If possible, day absences will be reported to the immediate supervisor and evening absences shall be

reported to the supervisor on duty in the appropriate office. In any case, all absences must be reported within 24 hours of the absence whenever possible.

**5.12 Faculty Service Areas (FSAs)**

5.12.A. No tenured employee may be terminated while any probationary employee or any other employee with less seniority is retained to render a service in an FSA (see 5.1.D) in which the records of the District maintained pursuant to this Agreement reflect that the tenured employee possesses the minimum qualifications prescribed by the Board of Governors and is competent to serve under District competency criteria as defined in Section 5.12.C.

5.12.B. The list of FSAs in the District shall be the same list as the “Minimum Qualifications for Faculty and Administrators in California Community Colleges” as defined by the Board of Governors.

5.12.B.(1) A faculty member will be considered “competent” in an FSA if the faculty member satisfies the state minimum qualifications for hire, including the equivalence provision, or holds the appropriate credential, for the discipline of the FSA.

5.12.B.(2) If changes in the “Minimum Qualifications for Faculty and Administrators in California Community Colleges” are made by the Board of Governors, such changes shall automatically apply in this District. Should a change in the list affect a faculty member’s FSA assignment, adjustments in the assignment will be made utilizing the methods established in this Agreement.

5.12.C. A contract faculty member may petition for recognition of competence in an FSA by using one of the following procedures. It shall be the responsibility of the employee to provide the District with all records necessary to substantiate the claim of competence.

5.12.C.(1) Petition for Recognition of Competence in a new FSA by means of minimum qualifications or credential shall be by the following procedure:

5.12.C.(1)a. The employee shall petition the District for such recognition. The District will review and respond within two (2) weeks.

5.12.C.(1)b. Should the District initially deny the petition, said rejection shall be communicated via both VCCCD email and via U.S. Mail with an explanation of why the petition was rejected. Rejection by the District shall not foreclose the faculty member’s rights to petition again in the same FSA using the Districtwide equivalency process.

5.12.C.(2) Petition for Recognition of Competence in an FSA by means of the Districtwide equivalency process shall be by the following procedure:

5.12.C.(2)a. The employee shall submit a Supplemental Application Equivalency Request Form to VCCCD Human Resources (HR). HR will forward the request to the appropriate Equivalency Committee for review.

5.12.C.(2)b. Requests made prior to February 1st shall be forwarded to the appropriate Equivalency Committee which will review submitted requests and determine equivalency status by a procedure determined in



advance by the Equivalency Committee in accordance with established District policy/procedure on equivalencies.

5.12.C.(2)c. The Equivalency Committee will submit to VCCCD HR its binding recommendation with an explanation of why the petition was accepted or rejected. Rejection by the Equivalency Committee shall not foreclose the faculty member's rights to petition again in the same FSA with new information.

5.12.D. Within sixty (60) days of hire, the District shall provide each new contract faculty employee a list of those faculty service areas for which they possess competence as determined by the employee's records on file with the District. This notice shall be both mailed via USPS and sent via District email.

5.12.E. The last day to apply for recognition of a faculty service area for use in a subsequent academic year is February 15<sup>th</sup> of the prior academic year.

**5.13 Voluntary Reassignment of Tenured Faculty**

5.13.A. A tenured faculty member may request a voluntary reassignment to another discipline in which the faculty member is qualified.

5.13.B. The faculty member must meet the minimum qualifications, as defined in the "Minimum Qualifications for Faculty and Administrators in California Community Colleges" and approved by the Board of Governors, for the discipline to which they request transfer.

5.13.C. Voluntary reassignment shall only occur within the college the faculty member is currently employed.

5.13.D. The faculty member may use a voluntary reassignment request to move from one discipline to another, or to add an additional discipline to their contract assignment.

5.13.E. Voluntary reassignment requests for both classroom and non-classroom assignments shall require the agreement of Human Resources and the College President. Voluntary reassignment requests for classroom assignments shall additionally require the agreement of the discipline/department the faculty member requests to transfer into and evidence that Minimum Qualifications for the additional discipline have been met.

**Article 6: Class Size**

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- 6.1 The number of students per class (class size) shall be designed to promote student success and access subject to limitations inherent in the nature of the class, the size of the room, the number of available student stations and available equipment, and the safety of students. The maximum class size under the above criteria may be recommended by affected faculty through the relevant department and shall be subject to reasonable approval of the appropriate College Vice President or their designee.
- 6.2. Maximum Class Size**
- 6.2.A. Faculty members may not enroll students beyond the capacity assigned by management without advance approval of the Dean.
- 6.2.B. The maximum class size for classes designed for students with disabilities shall be 20 or shall meet existing laws and regulations.
- 6.2.C. The maximum class size for English Composition and writing intensive classes shall be 27. The writing intensive (WI) designation is intended for courses outside of ENGL and shall be granted by college curriculum committees only when the course meets the following criteria as determined by its course outline of record (COR):
- (1) Requires a prerequisite course in English Composition or in its discipline;
  - (2) Employs a structured writing process that includes invention, multiple drafts, and revision;
    - There is regular, substantive feedback on student writing throughout the semester;
    - Early feedback will occur by week 4 of a full-term course or in the first twenty-five percent (25%) of a short-term course.
  - (3) Uses conventions appropriate for the specific discipline, including organization, tone, critical analysis, evidence, and citation style;
  - (4) Requires students to express and synthesize their ideas and those of others;
  - (5) Includes a substantial writing component of at least 5,000 words, not including rewrites; and
  - (6) Writing assignments total at least two-thirds of a student's final grade.
- 6.2.D. Class size shall be restricted under the following circumstances:
- 6.2.D.(1) Where state or federal law limits class size, or limitations on class size are required for compliance with an external accrediting agency (e.g., Nursing), class sizes shall be capped at the number of specified by law or accrediting agency.
- 6.2.E. Maximum enrollment capacities for all class sections shall be documented in the Class Schedule.
- 6.2.F. Class waitlist size will be set at 5 unless otherwise determined by the Dean in consultation with Department Chairs.
- 6.2.F.(1) The combination of the class cap and waitlist, as specified in the schedule of classes, shall not exceed the seating capacity of a room.

**6.3 Class Cancellation Decisions**

Class cancellation decisions will be made throughout the registration period in response to enrollment trends, and:

6.3.A. Classes shall not be cancelled within 7 (seven) calendar days before the first day the class is scheduled to begin without consultation with the Department Chair if enrolled at three-fourths (3/4) or more of the class capacity, or 30 students, whichever is smaller.

6.3.B. No classes shall be cancelled after the end of the second week for full semester classes.

6.3.C. For short-term classes of eight weeks or longer, cancellation decisions shall be made by the end of the first week.

6.3.C. For classes that meet fewer than eight weeks, cancellation decisions shall be made by the end of the first day the class is scheduled to begin.

6.4 While a minimum enrollment of fifteen (15) students is not a guarantee that the class will remain active/open, a course must have at least fifteen (15) students enrolled to be eligible to continue, with the following possible exceptions:

6.4.A. Individual classes that meet specific District graduation requirements.

6.4.B. A third or fourth semester of instruction in sequential class.

6.4.C. Single class offerings that are not scheduled annually but meet specific curricular requirements.

6.4.D. Classes where added reimbursement pays one-half of the salary of the instructor or meets contract obligations with other agencies.

6.4.E. A combined class of two or more levels of instruction scheduled at the same instructional hour may be considered for the continuance of each section on the total enrollment of the combined groups.

6.4.F. Introduction of a new course essential to adopted curricula or approved for experimental study.

6.4.G. Classes designed for students with disabilities in which instruction must be highly individualized.

6.4.H. Classes being offered at satellite campuses or other District approved worksites that seek to bring new programs to underserved areas of the County.

6.5 The District shall establish the dates of the class adjustment period (that period during which registered students may add and drop courses) on each campus. The class adjustment period shall be scheduled for a minimum of ten (10) consecutive working days beginning with the first day that classes meet for instruction (not including flex days) each semester.

6.6 The District shall establish the dates of late registration on each campus. Late registration (that period after classes have begun and during which students may register to attend the District's colleges) shall be scheduled for a minimum of five (5) consecutive working days beginning with the first day of classes each semester.

6.7 Non-graded classes will be discontinued when attendance for any such class falls below 15 for two consecutive sessions unless an exception is specifically granted by the appropriate College Vice President.

6.8 First priority in resources (rooms, equipment, faculty) will be assigned to graded (credit) courses.

**Article 7: Safety**

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- 7.1 The District will provide a safe working environment for faculty members.
- 7.2 A faculty member who observes any unsafe condition in the working environment (e.g., facility, equipment or personal safety) should notify their immediate supervisor that this unsafe condition exists. A faculty member who observes a condition in the working environment that he/she feels poses imminent danger of harm to any person should immediately take whatever action may be necessary or appropriate to have such condition corrected and should also notify their immediate supervisor that the potentially dangerous condition exists. The supervisor will respond, as circumstances merit. Nothing herein shall be deemed to preclude such faculty member from contacting any other person or entity that may have the jurisdiction or ability to investigate or correct the alleged unsafe condition.
- 7.2.A If any faculty member has notified their immediate supervisor of an alleged unsafe working condition and the faculty member feels that District management has failed to take appropriate corrective action, the faculty member may submit a written statement of the alleged condition and any proposed corrective action to the Vice President of Business and Administrative Services. The Vice President shall then take appropriate corrective action and notify the faculty member within 5 working days or forward the complaint to the College President.
- 7.2.A.(1) Within 24 hours of receipt of any such complaint, the College President shall acknowledge receipt of the complaint and shall take appropriate corrective action, or convene an ad hoc safety committee consisting of two faculty members appointed by the Federation and two members of District management. The committee shall investigate the complaint and shall prepare written findings and recommendations and notify the faculty member within 5 working days.
- 7.2.A.(2) If the ad hoc safety committee recommends corrective action and such action is not taken, the faculty member who submitted the complaint may, within 15 calendar days after receipt of their copy of the recommendations, utilize the grievance procedure of this Agreement for further processing of the complaint. Except as specifically set forth above, the grievance procedure shall only be applicable to Section 8.5.
- 7.3 The District will continue its practice of making health services available to faculty members for emergency medical treatment on the same basis upon which such services are made available to students.
- 7.4 **Damage or Destruction of Clothing or Personal Property**
- 7.4.A. As permitted in the Education Code, the District shall provide for payment of the costs of replacing or repairing property of a faculty member, such as eyeglasses, hearing aids, dentures, watches, articles of clothing necessarily worn or carried by the faculty member, or vehicles whenever any such property is damaged in the line of duty without fault of the faculty member.
- 7.4.B. In addition, and as permitted in the Education Code, the District shall reimburse a faculty member for the loss or damage by arson, burglary or vandalism of personal property used in the schools of the District. Reimbursement shall be made only when approval for the use of the personal property in the schools was given before the property was brought to school and when the value

of the property was agreed upon by the faculty member and the member of District management designated for this purpose.

- 7.4.C. The value of any property subject to loss reimbursement under this Article shall be determined as of the time of the damage thereto. The property damaged or lost must be more than \$25 per article or incident to be considered for reimbursement.
- 7.4.D. In the event the faculty member is paid the costs of replacing or repairing such property or the actual value of such property by other than the District, the District's liability under this Article shall be reduced by the amount of such payment.
- 7.4.E. All claims shall be submitted on forms provided by the District's Business Services Office and shall include such relevant facts as costs of repairs, invoices, notations of circumstances, and witnesses, if any. The claim form shall be signed by the faculty member and their immediate supervisor and submitted within 15 working days of the incident.
- 7.5 The District will continue its efforts to assure the safety of faculty members using parking lots at District-owned facilities through the provision of lighted parking reserved for the use of faculty; through security and patrol for all lots within the limits of existing security personnel, and within such limitation, and, when requested during evening hours by a faculty member having a reasonable basis to fear for their safety, the District will provide an escort between such faculty member's worksite and parking area.
- 7.6 In the interest of the health and welfare of the students, employees, and the public, smoking is prohibited in all District vehicles, buildings, and facilities, and within 20 feet of any exit or entrance of such buildings or facilities. Nothing herein shall prevent a college campus from adopting a rule that is more restrictive than what is stated above.
- 7.7 Those faculty members who are volunteering to perform services as commercial vehicle operators during their coaching assignment will be subject to the provisions of the District's Drug and Alcohol Testing Program for the time period of thirty days prior to the beginning of the coaching season and ending with the close of the season, including any post-season events. Faculty members volunteering to perform these services only for special events that occur periodically throughout the year shall be subject to these provisions for a period of thirty days prior to the special event and the day(s) of the event. Actual testing shall only occur during that period of time between noon on the day before the faculty member is expected to drive and midnight after the driving has occurred. Each affected faculty member is exempt from testing during their off-season.
  - 7.7.A. Faculty members drawn for random testing outside of these time periods will not be required to undergo the testing. All faculty members who are operating commercial vehicles will be required to keep the Primary Communicator informed of the season dates and special events for which they will be operating a commercial vehicle.
  - 7.7.B. The provisions of the District's Drug and Alcohol Testing Program are applicable to a faculty member only in their capacity as a commercial vehicle operator.
- 7.8 VCCCD/Campus Police shall, where practicable under the circumstances, request the participation of the respective Police Department having jurisdiction over the residence of a faculty member when performing a Wellness Check.

7.9 **Districtwide Workplace Violence Committee:** The District shall, in cooperation with AFT and other stakeholders, establish the Districtwide Workplace Violence Committee (DWVC) during the 2022-2023 Academic Year. The roles, responsibilities, and membership of the Committee shall be defined in the VCCCD Participatory Governance Handbook no later than May 11, 2023.

**7.10 Workplace Violence Protection**

7.10.A. **Workplace Violence:** Workplace violence is any act or threat of physical violence, harassment, intimidation, or other threatening disruptive behavior that occurs at the work site (U.S. OSHA). Workplace violence includes, but is not limited to, behaviors such as stalking; harassment; intimidation or threats in any form or platform, including social media; or the causing of bodily harm. An educational workplace includes, but is not limited to, District campuses, offices, parking lots, housing, or other properties; remote worksites arranged by the District or visited as part of a scheduled fieldtrip; and educational platforms used for instruction or the provisioning of services such as the District provided Learning Management System (LMS).

7.10.B. Any faculty member who is the victim of, or witness to, workplace violence is harassed, intimidated, or threatened in any form, on any platform, including but not limited to social media, or who suffers bodily harm because of the actions of any while such faculty member is acting within the course of their assigned duties, shall report the incident of such threat or harm to their immediate supervisor and where appropriate, to law enforcement authorities. In the event that the individual causing the threat is the immediate supervisor, the faculty shall report the threat directly to the Vice President of Business and Administrative Services. The immediate supervisor, or Vice President of Business and Administrative Services, shall respond to the faculty member as soon as practicable under the circumstances, but in no instance later than two (2) workdays after receipt of the initial complaint, as to how the District will address the complaint. If the faculty member suffered unlawful violence or a credible threat of violence from any individual, the faculty member may request that the District seek a temporary restraining order and an injunction on behalf of the employee in accordance with Code of Civil Procedure Section 527.8. The District will review the request and take such action(s) as it deems appropriate.

7.10.B.(1) Reports of Workplace Violence made to a faculty member's immediate supervisor or Vice President of Business and Administrative Services shall be confidential to the extent possible under the law.

7.10.B.(2) Faculty that file Workplace Violence, Behavioral Intervention, or other reports detailing behavioral concerns among students, staff, faculty, or other individuals or groups shall not be subject to retaliation.

7.10.B.(3) The District shall provide all legally required indemnifications and legal assistance to any faculty member who is exposed to any legal liability because of any threat of harm or any assault upon such faculty member while acting within the course and scope of their duties.

**7.11 Emergency Response Procedures**

Should a natural disaster (e.g., an earthquake, fire, flooding, or contagious disease) prevent normal operations campus-wide on any campus for more than one week or be reasonably anticipated to prevent the normal operations, requiring campus closure of the campus for a period greater than one week, the District and AFT will meet as soon as practicable to discuss any impacts and effects on the members of AFT Local 1828 and enter into negotiations toward a Memorandum of Understanding if appropriate. Said discussions may include provisions for instructional modalities, requests for exceptions, office hours, and non-classroom faculty work conditions.

**7.12 Emergency Preparedness Planning**

AFT Local 1828 may designate one (1) member to serve on each college's emergency preparedness committee and one (1) member to the District Emergency Preparedness Committee (DEPC).



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Article 8: Leaves

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**8.1 General Provisions**

- 8.1.A. A leave of absence is an authorized absence from duty, for a specific period of time and for an approved purpose, with the right to return to a position in the same classification at the conclusion of the leave.
- 8.1.B. Each type of leave category has specific requirements which must be met before the leave can be granted. When a faculty member requests a leave comprised of more than one (1) category, the combined leave must comply with all stated requirements.
- 8.1.B.(1) "Immediate family," as used in this Agreement, is defined as mother, father, spouse, domestic partner, grandmother or grandfather of the faculty member, or the spouse/domestic partner of the faculty member, sister, brother, son, daughter, uncle, aunt, niece, nephew, son-in-law, daughter-in-law, grandchild, brother-in-law, sister-in-law, mother-in-law, father-in-law, step-child, step-sister, step-brother, or any relative of either spouse/domestic partner living in the immediate household of the employee.
- 8.1.C. A faculty member shall notify the appropriate Dean and Human Resources of the request for such a leave and the amount of time to be taken. When the absence cannot be anticipated in advance, the Dean and Human Resources shall be notified of the absence and estimated time required as soon as practicable.
- 8.1.D. Documentation shall be required for any absence in excess of five (5) consecutive assigned days or more including health, organ and bone marrow donation, parental, bonding, pregnancy disability, industrial accidental or illness leave, bereavement, study, travel, home responsibilities, personal business, military, government order (including subpoena and jury duty), and exchange services.
- 8.1.D.(1) Faculty members must complete Leave of Absence paperwork and attach a licensed medical professional's certification of illness and authorization to return to work when such leave requires medical verification.
- 8.1.D.(2) Any extensions must be certified by a licensed physician or health practitioner and forwarded to Human Resources prior to returning to work. An Absentee Report will be filed with Human Resources at the end of each month and will include all sick days taken.
- 8.1.E. Faculty members on leave may receive full pay, partial pay, or no pay depending upon the type of leave and eligibility. Any faculty member may be granted a paid leave of absence for reasons of health, organ and bone marrow donation, industrial accident or illness leave, personal necessity, bereavement, compassionate government order, parental, sabbatical, exchange service, and bonding with required documentation.
- 8.1.F. Unless otherwise indicated, a faculty member on an unpaid leave shall be eligible to retain health and related benefits by paying the cost of health and related benefits.

- 8.1.G. Time spent on the following leaves shall count as time in service: all paid leaves, exchange service, government order, military, and pregnancy disability, or other protected leaves established by federal or state law. Time spent on other types of leave shall not count as time in service, except as indicated in Section 8.15.G.
- 8.1.H. Currently CalSTRS has determined that the following leaves shall count as service toward retirement in the same proportion as the salary received: sick leave (if paid), industrial accident or illness, military, sabbatical, exchange (if paid by the Ventura County Community College District), parental, and leaves taken under the Family and Medical Leave Act (FMLA). The District shall continue to follow and be bound by the retirement guidelines set forth by CalSTRS/CalPERS.
- 8.1.I. A faculty member returning from leave shall return to their original college.
- 8.1.J. Failure to report for duty at the expiration of leave may be adequate cause for disciplinary action, up to and including possible dismissal.
- 8.1.K. Any omission from this Article shall not be construed to limit or deny leave rights and/or benefits which are guaranteed by California or federal law (e.g., COVID-19 Supplement Sick Leave).

**8.2 Paid Sick Leave Accrual**

- 8.2.A. Sick leave is a paid leave granted to a faculty member if they are incapacitated by illness or injury.
- 8.2.B. In any fiscal year, contract faculty members and temporary long-term substitutes shall earn paid sick leave time at the rate of 1.0 day for each full academic month of paid contract service.
- 8.2.C. When a contract faculty member is absent from their duties because of personal illness or injury whether or not the absence arises out of, or in the course of employment, said faculty member shall be paid:
  - 8.2.C.(1) Full salary for such absence if that period does not exceed the unused portion of current and accumulated sick leave benefits.
  - 8.2.C.(2) Half salary for five (5) academic months beginning with the expiration of accumulated sick leave. This benefit shall be limited to one (1) five-month period for a single injury, illness, or accident. The Governing Board may grant this leave for an additional period provided the faculty member has maintained a continuous contractual status with the District and has completed one (1) full year of satisfactory service under an annual contract subsequent to the last leave granted under the provisions of this Article.
- 8.2.D. Hourly paid faculty having a regularly scheduled assignment shall earn and accrue sick leave at the rate of 1.64 hours for 0.1 instructional load (26.25 classroom hours worked) or 3.83 hours for 0.1 non-classroom load (61.25 hours worked); or at the rate of one-half hour for each eight (8) hours paid if paid hourly.
  - 8.2.D.(1) Sick leave earned on an hourly basis may be used only during regularly scheduled hourly employment, not in regular contract employment or for time outside the regular scheduled hourly assignment.

- 8.2.D.(2) Sick leave earned in regular contract employment may not be used in connection with hourly employment.
- 8.2.E. A faculty member who does not use the full amount of full-pay sick leave earned in any fiscal year shall be given cumulative credit for such unused full-pay sick leave. The term "full-pay sick leave" as used in this Agreement includes all accrued sick leave except as provided under Section 8.2.C (2).
- 8.2.F. If a faculty member leaves the service of the District after having been paid more sick leave than has been earned, faculty members shall agree that such excess sick leave pay shall be made or recovered from the final salary payment. If the adjustment for excess sick leave payment is discovered after the distribution of the final salary payment, other repayment provisions shall be arranged between the employee and the District.
- 8.2.G. **General Provisions:**
- 8.2.G.(1) Faculty filing claims under provisions of this Article shall file, or cause to be filed, an Employee Absentee Report form (appended hereto as Appendix B) on which they shall certify that the illness, injury or incapacity was of such character as to require absence from duty during the period of sick leave claimed.
- 8.2.G.(2) A contract faculty member assigned on a partial contract shall be paid sick leave benefits only in proportion to the time which such assignments bear to full time.
- 8.2.G.(3) Any faculty member wishing to utilize any form of sick leave or leave of absence pursuant to this Article may be required to provide such proof as District management shall designate to justify the need for such leave of absence, provided that this requirement shall not be used to intimidate, coerce, or discriminate against any faculty member.
- 8.2.H. The District shall establish a faculty voluntary cumulative pool of sick leave days for contract faculty and hours for contract faculty with a non-contract assignment, and non-contract faculty.
- 8.2.H.(1) Leave days or hours may be utilized from this pool to provide replacement sick leave when a participating unit member is on leave for an injury/accident or for a chronic or long-term illness as determined by a physician.
- 8.2.H.(2) The Governing Board shall determine who should be allowed to use days from the pool based upon recommendations made by the Voluntary Sick Leave Pool Committee composed of three (3) representatives selected by the District and three (3) representatives selected by the Federation. The committee shall recommend rules and regulations for the administration of the pool to the Federation and the District.

### **8.3 Voluntary Sick Leave Pool**

#### **8.3.A. Voluntary Sick Leave Pool Membership**

- 8.3.A.(1) The pool shall be established and maintained by the voluntary donations of accrued sick leave days/hours by contract faculty, contract faculty with a non-contract assignment, and non-contract faculty. Participating faculty are requested to donate the

minimum number of sick leave days/hours once the "Call for Donations" by the Voluntary Sick Leave Pool is made.

- 8.3.A.(2) Faculty may contribute accrued sick leave days/hours to the Voluntary Sick Leave Pool at any time. Faculty must contribute to the pool to be eligible to withdraw from the Voluntary Sick Leave Pool.
- 8.3.A.(3) The days/hours donated to the Voluntary Sick Leave Pool may not be withdrawn except as provided for in Sections 8.3.C and D.
- 8.3.A.(4) The number of sick leave days/hours available to a faculty member will be limited by the size of the Voluntary Sick Leave Pool.
  - 8.3.A.(4)a. Minimum contribution of a contract faculty shall be one (1) day of accrued sick leave on at least one (1) occasion.
  - 8.3.A.(4)b. Minimum contribution by non-contract and contract faculty with a non-contract assignment shall be three (3) hours of accrued sick leave on at least one (1) occasion.

**8.3.B. Application to the Voluntary Sick Leave Pool**

- 8.3.B.(1) A faculty member may apply to the District's Human Resources for replacement sick leave days/hours upon exhaustion of the faculty member's accrued sick leave if the faculty member has an assignment for the semester(s) for which they are applying to the Voluntary Sick Leave Pool.
  - 8.3.B.(1)a. Upon the receipt of a voluntary sick leave pool request application, the District Human Resources Office will confirm that the faculty member is eligible to use the Voluntary Sick Leave Pool and will forward an eligible faculty member's request to the Voluntary Sick Leave Pool Committee.
  - 8.3.B.(1)b. A faculty member may apply to the Voluntary Sick Leave Pool for each semester, term, or intersession period as needed.
- 8.3.B.(2) The Voluntary Sick Leave Pool Committee shall meet and review the faculty member's sick leave pool request. The committee shall use the following information to determine its recommendation to the Governing Board:
  - Number of days available in the Sick Leave Pool
  - Number of days being requested
  - Whether other medical accommodations have been offered
  - Information about the medical condition that the faculty member has voluntarily shared with the Committee
  - When the one hundred (100) days of half-pay sick leave specified in Section 8.3.C begin and end
  - Verification from the Human Resources Department of receipt of certification by a licensed healthcare provider

8.3.B.(3) The Voluntary Sick Leave Pool Committee shall forward the faculty member's application along with its recommendation regarding the number of sick leave days/hours to be available to the faculty member to the Governing Board for approval.

8.3.B.(4) If the Voluntary Sick Leave Pool Committee denies a request, the faculty member may resubmit their request with additional supporting documentation for the Committee's reconsideration.

**8.3.C. Benefits for Contract Faculty**

Contingent upon approval of the Voluntary Sick Leave Pool Committee, the Voluntary Sick Leave Pool may contribute up to an equivalent of fifteen (15) weeks of full-pay sick leave to a faculty member. This provision will begin when the District's contribution of one hundred (100) days of sick leave at half pay becomes effective. This contribution may be satisfied by providing up to one hundred (100) days of half-pay sick leave which will coincide with the District's provision of one hundred (100) days at half-pay sick leave. In addition, the faculty member may receive up to an additional 25 days of full-pay sick leave only after the one hundred (100) days of half-pay sick leave have been exhausted.

**8.3.D. Benefits for Non-contract and Contract Faculty with Non-contract Assignments**

The Voluntary Sick Leave Pool may contribute sick leave hours to the faculty member when all accrued sick leave hours have been exhausted. Part-time and contract faculty with a non-contract assignment may be provided up to fifteen (15) weeks of sick leave days/hours from the pool at the rate of their current load. For example, a faculty member with a current nine (9) hour non-contract load assignment would be entitled to up to fifteen (15) weeks of voluntary sick leave at a rate of nine (9) hours per week. A noncontract faculty member who has accepted a non-contract assignment may apply for sick leave from the sick leave pool in that semester, term or intersession period.

**8.3.E. Size of Pool**

There will be no limit on the size of the Voluntary Sick Leave Pool. The Committee may elect to expand the size of the Voluntary Sick Leave Pool at any time during the academic year by putting out a "Call for Donations."

**8.3.F. Voluntary Sick Leave Pool Committee**

A permanent Voluntary Sick Leave Pool Committee shall be formed, consisting of three (3) representatives selected by the District and three (3) representatives selected by the Federation:

8.3.F.(1) Initial appointments shall be for one (1), two (2), and three (3) years, respectively, for both District and Federation appointees, and three (3) years for each subsequent appointment.

8.3.F.(2) The Committee shall monitor the pool to advise faculty on the number of hours/days remaining in the pool. The District Human Resources Office will keep the Committee apprised of the size of the Voluntary Sick Leave Pool.

8.3.F.(3) The Committee shall review the implementation of the Voluntary Sick Leave Pool and make recommendations to the District and Federation regarding amendments, clarifications, and alterations to the nature, structure, and implementation of the pool.

8.3.F.(4) Committee replacements shall be handled by the respective parties.

Recommendations to change any of the above provisions by the Voluntary Sick Leave Pool Committee must be approved by the Federation and the District prior to implementation.

#### **8.4 Organ and Bone Marrow Donation Leave**

8.4.A. Organ and Bone Marrow Donation Leave shall comply with California Government Code Section 19991.11.

#### **8.5 Industrial Accident and Illness Leave**

8.5.A. A faculty member who is injured while acting within the course and scope of their employment shall be entitled to industrial accident or illness leave for not more than sixty (60) work days in any one (1) fiscal year for any such accident or illness.

8.5.B. Utilization of Industrial leave shall be subject to the following conditions:

8.5.B.(1) Such leave shall not be cumulative from year to year.

8.5.B.(2) Such leave will commence on the first work day of absence due to such industrial accident or illness.

8.5.B.(3) Payment for such leave shall not, when added to any award granted to the faculty member under the Worker's Compensation laws of this State, exceed such faculty member's normal daily rate of compensation.

8.5.B.(4) The amount of such leave will be reduced by one (1) day for each work day of authorized absence regardless of any Worker's Compensation award to the faculty member.

8.5.B.(5) The continuation of authorized absence into a subsequent fiscal year shall not be deemed to extend or increase the sixty (60) work days of leave available for such industrial accident or illness.

8.5.B.(6) Utilization of such leave shall be subject to the faculty member's submission of any required forms and documentation of industrial accident or illness and the effects thereof as the District may designate.

8.5.B.(7) Leave with pay because of industrial accident or illness shall first be charged to the above-mentioned sixty (60) work day leave provision before a faculty member is required to utilize any accumulated sick leave.

#### **8.6 Personal Necessity Leave**

8.6.A. Accrued full-pay sick leave may be used by a faculty member at their election in the following cases of personal necessity.

8.6.A.(1) Death of an immediate family member when additional leave is required beyond that provided for Bereavement Leave by this Agreement.

- 8.6.A.(2) Accident, involving their person or property, or the person or property of a member of their immediate family.
- 8.6.A.(3) Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or court order.
- 8.6.A.(4) Necessary action taken by the faculty member to protect their domicile occasioned by a natural event such as a flood, fire, or earthquake subject to the provisions of Government Code Section 3100 regarding Disaster Services Workers.
- 8.6.A.(5) Personal emergencies, which include recognized religious holidays, serious illness involving a member of the immediate family, and personal business of a compelling nature.
- 8.6.A.(6) Personal necessities as determined within the discretion of the faculty member, provided that such leaves shall require reasonable advance notice (in cases other than emergencies, 48 hours constitute reasonable notice) to the Dean, and provided further that the District may limit the total number of faculty taking such leaves at any one time to a reasonable number.
- 8.6.A.(7) "Immediate family" is defined in Section 8.1.B.(1).
- 8.6.B. Use of sick leave for the above purpose shall be limited to seven (7) days in any academic year for a contract faculty member or sixty percent (60%) of one (1) year's accrual of sick leave for a faculty member on non-contract assignment.
  - 8.6.B.(1) For such faculty who are employed for the Fall Semester, the base for calculating the projected accrual of sick leave shall be the number of hours offered multiplied by two (2).
  - 8.6.B.(2) For such faculty who are employed for the Spring Semester only, the base shall be the number of hours offered in the Spring Semester.
  - 8.6.B.(3) In the event a faculty member does not work the full number of hours projected, the faculty member shall not be granted more sick leave than has actually been earned.

**8.7 Bereavement Leave**

- 8.7.A. Any faculty member shall be allowed a leave of absence not to exceed five (5) working days on full pay when such absence is occasioned by reason of death in the immediate family of the faculty member or by other acute bereavement. For the purposes of interpreting this provision:
  - 8.7.A.(1) "Immediate family" is defined in Section 8.1.B.(1).
  - 8.7.A.(2) "Acute bereavement" includes, but is not limited to, the death of a close friend or co-worker. Use of acute bereavement is subject to interpretation by the District.
  - 8.7.A.(3) The faculty member shall specify the relationship of the deceased on the Absentee Report.

**8.8 Compassionate Leave**

- 8.8.A. Compassionate leave is a leave of absence granted to allow a faculty member to cope with an emergency in their family which, in the judgment of the College President, necessitates the faculty member's presence at the scene of a family emergency.
- 8.8.B. In any one academic year, a faculty member may be granted a maximum of three (3) days (non-cumulative) of paid compassionate leave. Such leave may be granted only after all other applicable types of leave have been exhausted.

**8.9 Parental Leave**

- 8.9.A. Parental Leave is a leave of absence for eligible faculty members due to pregnancy, convalescence from childbirth, the birth of a child, or placement of a child in connection with the adoption or foster care of the child by the faculty member.
- 8.9.B. Any faculty member who is required to absent themselves from their duties due to pregnancy, convalescence from childbirth, the birth of a child, or placement of a child in connection with the adoption or foster care of the child, shall be granted parental leave without loss of pay for a period not to exceed 21 calendar days. Such leave shall be utilized within the first three (3) months following childbirth or the placement of a child in connection with the adoption or foster care in the home and be used in one 21 calendar days' block of time.
- 8.9.C. Faculty members who have exhausted all available sick leave, including all accumulated sick leave, and continue to be absent due to pregnancy, convalescence from childbirth, the birth of a child, or placement of a child in connection with the adoption or foster care of the child by the faculty member may be eligible for up to twelve (12) weeks of leave paid at no less than fifty percent (50%) of their regular salary per California Education Code §87780.1.
  - 8.9.C.(1) The 12-workweek period shall be reduced by any period of sick leave, including accumulated sick leave, taken during a period of parental leave.
  - 8.9.C.(2) A faculty member shall not be provided more than one (1) 12-workweek period for parental leave during any 12- month period.
  - 8.9.C.(3) Parental leave taken pursuant to California Education Code §87780.1 shall run concurrently with parental leave taken under the California Family Rights Act.
- 8.9.D. Nothing in this Article shall be construed so as to deprive any faculty member of such leave rights under the other provisions of this Agreement for absence due to illness or injury resulting from pregnancy.

**8.10 Subpoena and Jury Duty Leave**

- 8.10.A. When a faculty member is absent because of a mandatory court appearance, except as a litigant, said faculty member shall suffer no monetary loss by reason of said service.
  - 8.10.A.(1) Fees, exclusive of mileage paid by the court or party requiring the faculty member's appearance shall be paid to the District unless the fees are greater than the faculty member's salary, in which case the faculty member may retain the fees and be listed as absent due to personal business.



- 8.10.A.(2) A copy of the subpoena or a court order must be filed with the absence report.
- 8.10.A.(3) Absence of a faculty member for a legal action in which they are a litigant may be classified as a personal necessity.
- 8.10.A.(4) Any faculty member called for jury duty shall be granted a leave of absence without loss of pay for the time the employee is required to perform jury duty during the employee's regularly assigned work hours for when jury services are in session. Employees are required to return to work during any day (or portion of the day) in which jury duty services are not required. The employee shall submit jury duty verification when submitting the absentee report at the end of the month.

**8.11 Sabbatical Leave**

8.11.A. Definition

Sabbatical leave is a leave of absence granted to a faculty member for the purpose of academic study, professional research, learning and development of new skills, and/or participation in teaching or research fellowships or exchange programs.

8.11.B. Policy

Tenured contract classroom and non-classroom faculty members are encouraged to pursue opportunities for professional growth leading to the development of increased competence. These professional growth opportunities will focus primarily on the growth of the individual in order to maintain a dynamic faculty, one equipped with the mental and emotional tools to provide exceptional service to the students and the District in an era of constant change.

8.11.C. Sabbatical Leave Committee

- 8.11.C.(1) All proposals for sabbatical leaves shall be evaluated by a Sabbatical Leave Committee at each college. The Sabbatical Leave Committee shall be a standing committee at each college.
- 8.11.C.(2) The Committee shall make reasonable efforts to prioritize first-time sabbatical candidates and shall base its recommendation on the following criteria.
  - 8.11.C.(2)a. Value of the proposed leave on instruction or service to students, the college, the District, and the candidate's professional competence.
  - 8.11.C.(2)b. Reasonable distribution of sabbatical leaves among departments and divisions.
  - 8.11.C.(2)c. Consistency with the mission of the District, as adopted by the Board of Trustees.
  - 8.11.C.(2)d. Whether the outcomes are achievable and measurable within the timeframe of the designated sabbatical leave.
  - 8.11.C.(2)e. The number of previous sabbatical leaves granted applicant.

8.11.C.(3) Sabbatical leave proposals that impact more than one discipline as defined in the “Minimum Qualifications for Faculty and Administrators in California Community Colleges” and extend beyond the disciplines the faculty member is approved to teach (e.g., develop a course overlapping, or cross-listed with, another department; utilizing resources of, or otherwise requiring cooperation with, another discipline) must be accompanied by a letter of support from the Department Chair or Coordinator of the other discipline.

**8.11.D. Purposes of Sabbatical Leave**

Sabbatical leaves may be granted for purposes that include, but are not limited to, the following:

8.11.D.(1) Academic study or professional research at a regionally-accredited institution of higher education.

A faculty member who applies for leave for this purpose shall agree to undertake advanced study or independent research related to their teaching assignment. No less than six (6) units of course work or equivalent research per semester shall be acceptable from a regionally-accredited institution of higher education.

8.11.D.(2) On-site research project

Special projects shall be designed to expand the faculty member's knowledge so that they will be a greater asset and credit to the District, worth to students being the ultimate measure. These projects may also include development of educational programs and curricula. Projects which involve travel outside the country must include a detailed itinerary.

8.11.D.(3) Approved teaching or research fellowships and teacher exchange programs.

8.11.D.(4) Work or research in industry, business, or government.

Positions shall be restricted to those related to the applicant's field and ones which shall be of benefit to the District and for the improvement of instruction. Total compensation received shall not exceed the amount that would have been received had the faculty member remained in active service in the District. If necessary, compensation paid by the District shall be reduced by the appropriate amount so that the total stipend shall not exceed the faculty member's salary.

**8.11.E. Eligibility**

Any contract faculty member (classroom or non-classroom) who has served the District for six (6) consecutive years as a faculty member shall be eligible for a leave of either one (1) or two (2) semesters at their option. Not more than one (1) such leave may be granted to any faculty member in each seven-year period.

**8.11.F. Sabbatical Leave Applications**

- 8.11.F.(1) Applicants for sabbatical leaves shall file with their College Sabbatical Leave Committee a written request containing detailed plans of their proposal. These plans shall address the criteria outlined in 8.11.C (2).
- 8.11.F.(2) Applications shall be filed on or before November 1st of the fiscal year preceding the proposed leave. The applicant shall notify the area Dean of any sabbatical leave application by the November 1st deadline. All applications shall include the applicant's signed affirmation of the service obligation post sabbatical as well as a signature from the Dean acknowledging notice of the sabbatical request, including the length and term of the sabbatical.
- 8.11.F.(3) Applications and recommendation(s) of each College Sabbatical Leave Committee shall be forwarded to the District Sabbatical Leave Committee composed of the following members: one (1) administrator from each college appointed by the College President, one (1) faculty member from each college appointed by each College Academic Senate, one (1) AFT representative appointed by the AFT Executive Council, and one (1) Human Resources representative who shall be a non-voting member appointed by the Vice Chancellor of Human Resources. The Human Resources representative shall serve as a coordinator of the District Sabbatical Leave Committee. The District Sabbatical Leave Committee shall determine in priority order its recommendations as well as a priority order list of alternative applicants when applications in excess of the limit are received. The District Sabbatical Leave Committee shall forward its recommendations to the Chancellor for review and submission to the Governing Board.
- 8.11.F.(4) Applicants will be notified by the Governing Board on or before February 1 of the final acceptance or rejection of their application.
- 8.11.F.(5) Under exceptional circumstances, late applications will be considered.
- 8.11.F.(6) After a leave has been granted, any significant change of purpose or in the plan shall be cause for reconsideration of the agreement between the District and the faculty member.

8.11.G. Compensation and Length of Sabbatical Leave

- 8.11.G.(1) If the sabbatical leave is for two (2) semesters, compensation shall be two-thirds of the faculty member's contract classroom or non-classroom salary. The sabbatical leave shall commence on the first day of flex or first day of instruction, whichever comes first. The leave shall conclude on the last day of finals for each Spring and Fall semester.
- 8.11.G.(2) If the leave is for one (1) semester, the compensation shall be the faculty member's full contract classroom or non-classroom salary for one (1) semester. Absent extenuating circumstances and with agreement of the Department Chair and Dean, one (1) semester leaves must be taken during the Spring Semester. The sabbatical leave shall commence on the first day of flex or first day of instruction, whichever comes first. The leave shall conclude on the last day of finals for each Fall and Spring semester.
  - 8.11.G.(2)a. A one (1) semester leave shall not be split over two semesters.

8.11.G.(2)b. Faculty on sabbatical shall be considered eligible for intersession assignments.

8.11.G.(2)c. Faculty shall not receive any release from scheduled duties to work on their sabbatical project upon return from sabbatical.

8.11.G.(3) Salary while on leave shall be paid monthly during the fiscal year in the same manner as faculty members are paid.

8.11.G.(4) The District shall not pay travel costs or salary or provide remuneration other than the sabbatical leave stipend during the period of the leave. Exceptions will be considered by the Governing Board upon the recommendation of the Chancellor or upon appeal from their adverse recommendation.

**8.11.H Guarantees**

8.11.H.(1) The faculty member must agree to return to the District for a period of service equal to twice the period of the leave.

8.11.H.(2) Any transfer of a faculty member who is on a sabbatical leave shall be subject to Article 14 of this Agreement.

8.11.H.(3) The written agreement between the District and the Faculty member is to be acceptable without requirement of a bond.

**8.11.I. Accountability**

8.11.I.(1) Upon completion of the sabbatical leave and within six (6) months of the return to duty, the faculty member shall submit to the College President and to the Chancellor (and to the Governing Board, if requested) a report which must include transcripts of study completed, if applicable, together with an evaluation of the project pursued. The Governing Board shall be encouraged to request a review of all reports.

8.11.I.(2) A faculty member who fails to submit a final report shall not be considered for another sabbatical request until they do so.

**8.11.J. Incomplete Sabbatical Leave**

If the program for sabbatical leave is interrupted because of serious accident or illness, this will not be considered a failure to fulfill the conditions under which the leave was granted, nor shall such interruption affect the amount of compensation to be paid the faculty member under the terms of the leave agreement, provided, however, that the District shall have been notified by registered mail within thirty (30) days of the time of the accident, or, in the case of illness, the onset of said illness and a medical verification of same.

**8.11.K. Effect of Leave on Salary Increments and Retirement**

8.11.K.(1) Sabbatical leave shall be counted toward retirement. The annuity contributions shall be collected in the usual manner and all fringe benefits shall be in force.

8.11.K.(2) Sabbatical leave shall be counted as experience for advancement on the salary schedule.

8.11.K.(3) Incomplete sabbatical leaves can count toward benefits (salary, retirement, and advancement on the salary schedule) only to the extent that salary is received while the leave is in progress.

8.11.K.(4) Sabbatical leave shall not affect the accrual of non-contract longevity.

8.11.L. Credits

Academic credits earned from any sabbatical leave may be credited toward salary increments the following Fall Semester.

8.11.M. Limitations

8.11.M.(1) The number of sabbatical leaves granted each year shall be three percent (3%) of the full-time faculty members (with a fraction of a faculty member rounded up) in the District, including at least one (1) at each college.

8.11.M.(1)a. The number of faculty members on sabbatical leave at a single College shall not exceed four percent (4%) of the contract faculty assigned to that College. Any fractions shall be rounded to the nearest whole number when determining the overall sabbatical limit for each College (e.g., 172 faculty members at College A  $\times .04 = 6.88$  rounds up to a limit of 7 sabbaticals; 160 faculty members at College B  $\times .04 = 6.40$  rounds down to a limit of 6 sabbaticals).

8.11.M.(2)b. If the total of the college sabbaticals exceeds the number calculated for the District, the sabbaticals at the college with the fraction of a faculty member closest to, and at or exceeding 0.5, will be reduced by one. If the total of the college sabbaticals is less than the number calculated for the District, the sabbaticals at the college with the fraction of a faculty member closest to, and less than, 0.5 will be increased by one. If two colleges have a fraction at 0.5, then the college with fewer sabbaticals will get the additional sabbatical.

8.11.M.(2) The number of faculty members eligible for sabbatical leave may be decreased if a reduction in force of full-time faculty is necessary due to lack of funds. The parties agree to reopen negotiations prior to May 15th of each calendar year on the minimum number of sabbaticals to be granted per year.

8.11.M.(3) Beginning July 1, 2002, if the Governing Board chooses to grant sabbaticals in excess of the number of sabbaticals provided above, the additional sabbaticals shall be for one (1) year and shall be limited to a maximum of three (3).

8.11.M.(4) A list of alternates will be established and maintained by the Sabbatical Leave Committees in the event that change of plans for applicants or increase in staff permits additional grants.

**8.11.N. Priority Determinations**

In the event that more applications for sabbatical leave are submitted than the above-mentioned limitation will permit, the granting of said leaves will be governed by the following list of priority determinations, listed in order of precedence.

8.11.N.(1) Value of the proposed leave to the individual faculty, the students, and the District. Value of leave to the students and District is evaluated in terms of what the applicant may contribute following return through classroom teaching, leadership, curriculum development, or teaching methods.

8.11.N.(2) The number of previous sabbatical leaves granted applicants. An applicant for a first sabbatical leave shall be given priority over any applicant who has had a previous sabbatical leave.

8.11.N.(3) Seniority of service.

8.11.N.(4) Reasonable distribution of sabbatical leaves among departments and divisions.

**8.12 Exchange Service Leave**

8.12.A. Exchange leave is a leave of absence granted to permit a faculty member to serve as an exchange faculty member in any foreign country or in any state, territory, or possession of the United States.

8.12.B. Arrangements may be proposed by a tenured faculty member to a properly credentialed faculty member of another district or college on a similar professional plane for the purpose of exchanging positions for a period normally not exceeding one (1) year. Exchanges may be arranged with either foreign or domestic service in mind.

8.12.C. Exchanges will normally be arranged to permit the District faculty member to receive their full remuneration from the District, while their opposite number will be reimbursed under an agreement reached with their own district or college.

8.12.D. The Governing Board will consider the value of both to the District and to the individual applicant of the exchange arrangement in reaching its decisions concerning the granting of such service leaves.

**8.13 Professional Conference Leave**

8.13.A. Professional Conference Leave is a leave of absence granted to a faculty member for the purpose of attending professional conferences directly related to their teaching or other District work assignments.

8.13.B. Faculty members may, with approval of the appropriate Dean, be eligible for short-term, paid professional conference leaves to attend professional conferences directly related to their teaching or other District work assignments. The length of any such short-term leave shall not exceed the length of the business portion of such conference, plus necessary travel time.

8.13.C. No such leave shall be granted unless the faculty member has requested and received approval of the appropriate District "Convention, Meeting, or Travel Request." Approval of a faculty member's request for short-term conference leave implies that, if necessary and available, a substitute

teacher shall be provided for the faculty member's teaching responsibilities during the term of such leave.

- 8.13.D. The manner in which available budgetary allocations for reimbursement of faculty conference expenses shall be allocated shall be determined by each College President, and any expressed or implied commitment to reimburse such expenses shall be subject to the budgetary limitations established by the Governing Board, but in no event less than one hundred dollars (\$100) per contract faculty member as a district-wide average. Funds available to the College for reimbursement of conference expenses may, at the discretion of the College President, be utilized to reimburse faculty members for attendance at conferences generally applicable to the educational program of the College or conferences that a faculty member has been requested by District management to attend as a representative of the College or the District.
- 8.13.E. If the appropriate Dean and College President approve a faculty member's "Convention, Meeting or Travel Request" that contains estimated expenses, and if funds are available to the College for reimbursement of such expenses, the faculty member to whom such short-term leave of absence has been granted will be reimbursed for the necessary and reasonable expenses of conference attendance, subject to the following guidelines:
- 8.13.E.(1) Cost of transportation shall not exceed round-trip coach, rail, or air fare where such service is readily available. The prevailing automobile mileage rate may be authorized when rail or air service is not feasible or when numerous stops need to be made en route. When service by public carrier is readily available but auto travel is preferred by the person traveling, the equivalent of rail or plane fare will be allowed for use of a personal car. The compensation payable for use of personal car shall be at the rate determined by the Governing Board.
- 8.13.E.(2) Expenses for lodging, meals, registration fees, necessary taxi, and local transportation and telephone charges are considered proper expenditures. Receipts are required for the following expenses: (1) lodging, (2) public transportation (passenger identification coupon or ticket stub required for any air, train, or bus trips) and (3) convention registration fees. In all cases it is expected charges will be reasonable for the place where conferences and meetings are held. Tip payments and service charges allowed on authorized conference and travel expenses may not be greater than fifteen (15) percent of the meal charge.
- 8.13.E.(3) Requests for reimbursements and expenses shall be reviewed and approved by the Chancellor or their designated representative before payment is made.
- 8.13.F. If part or all of a faculty member's expenses incurred during conference leave have been paid or reimbursed by the District, District management may require that information acquired at such conference be shared in a written report or by other appropriate means with the faculty member's colleagues.

**8.14 Workload Program (Loadbanking)**

Full-time tenured contract faculty members who work a non-contract assignment may elect to have all or part of their non-contract assignment compensation deferred to a subsequent semester or academic year. The provisions of the Workload Balancing Program; (loadbanking); are as follows:

**8.14.A. Plan**

- 8.14.A.(1) Taxes. The District shall withhold all taxes and other regular withholding at the time(s) when the non-contract pay is earned or accrued. If the Internal Revenue Service, Franchise Tax Board, State Chancellor's Office, or any other taxing authorities rule on the taxable status of the workload balancing program, the District and the Federation will modify the agreement to comply with the ruling.
- 8.14.A.(2) Faculty will initiate a written "Workload Balancing Plan" (see Appendix J). The Plan must be received by the Dean/immediate supervisor no later than five (5) working days after the end of the first census period of the semester of the assignment the faculty member wishes to bank. The Plan will comply with the provisions of this Plan as set forth below.
- 8.14.A.(3) Implementation of this Plan is contingent upon agreement among the applicant, the immediate supervisor and department/discipline faculty. Agreement will not be unreasonably withheld.

**8.14.B. Banking Extra-hourly Hours**

- 8.14.B.(1) There is a limit of 36 lecture equivalent hours (LEH) on the number of extra-hourly hours that can be banked [eighteen (18) hours LEH banked equals fifteen (15) LEH leave].
- 8.14.B.(2) Summer Intersession assignments may not be banked.
- 8.14.B.(3) Classes in restricted or categorically funded programs may be banked if allowed by State and Federal laws and regulations.
- 8.14.B.(4) Hours earned by performing services provided in Article 13 (Department Chairs) or Section 3.11 and 3.12 (Stipends) shall not be banked.

**8.14.C. Using Banked Hours**

- 8.14.C.(1) A faculty member may utilize "banked" hours with prior written approval of the immediate supervisor (see Appendix J). "Banked" hours may be used to fulfill the faculty member's fulltime LEH hours. No extra-hourly assignments can be given in a semester when banked hours are used.
- 8.14.C.(2) Workload balancing plans approved prior to July 28, 1998, will be honored as approved. All subsequent plans will be in accordance with Section 8.14.
- 8.14.C.(3) Banked hours shall be used on the basis of five (5) hours off for six (6) hours in the bank. If the request is for less than five (5) hours, only the equivalent hours will be deducted from their bank.



- 8.14.C.(4) Banked hours may be held for ten (10) years.
- 8.14.C.(5) The limit on the frequency at which one can take banked leaves is two (2) full banked semesters in seven (7) years.
- 8.14.C.(6) With the agreement of the faculty member, banked hours may be used to fulfill a full-time contract load assignment.
- 8.14.C.(7) Faculty can accumulate up to one (1) full year of leave time (36 LEH of banked time).
- 8.14.C.(8) The use of banked hours shall count as time on paid leave and shall be counted as time in service.
- 8.14.C.(9) Faculty on Workload Balancing leave cannot be employed on an extra-contractual basis by the District while on such leave.
- 8.14.C.(10) Workload Balancing leave may not be used in combination with any other leave to exceed one (1) academic year without prior Governing Board approval.
- 8.14.C.(11) Banked leave may be used to supplement the difference between 2/3 pay and full pay for employees on sabbatical leave pursuant to Article 8, Leaves. Two (2) hours of banked leave shall be the equivalent of one (1) hour of sabbatical leave.

**8.14.D. *Cashing-Out Banked Hours***

- 8.14.D.(1) Cash-out rate shall be at the rate at which hours were earned.
- 8.14.D.(2) Except as set forth in Section 8.14.D.(3), one (1) full semester must elapse between approval of the Plan and cashing out banked hours.
- 8.14.D.(3) The faculty member shall not be entitled to cash out except under one (1) of the following circumstances:
  - retirement
  - termination
  - death
  - medical disability as defined in IRS Section Code 72(m)(7)
  - medical emergency causing documented costs in excess of two thousand dollars (\$2,000) resulting from unpaid leave or uninsured medical costs
  - uninsured loss of real property in excess of ten thousand dollars (\$10,000).

**8.14.E. *Computation of Banked Hours***

- 8.14.E.(1) All extra-hourly instruction will be computed on the basis of lecture equivalent hours.
- 8.14.E.(2) Extra hourly hours for non-classroom work shall be banked on an hour-for-hour basis.
- 8.14.E.(3) One (1) lecture equivalent hour of instruction shall equal two (2) hours of non-classroom work for each week of instruction, e.g., for a twenty-week (20-week) semester, forty (40) hours would be banked.

**8.15 Leaves Without Pay**

8.15.A. **Military Leave.** A leave of absence will be granted for required active duty only and is without pay except for employees with one (1) year or more in the District who will receive their regular compensation in the first thirty (30) days of said leave if the first thirty (30) days fall within the employee's period of paid contract employment.

8.15.A.(1) District policies on Military Leave shall comply with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), California Government Code Section 19775, and California Education Code §87700.

8.15.A.(2) Annual military training duty should be taken during vacation periods or at the convenience of the District whenever possible.

8.15.B. Any tenured contract faculty member shall be granted an unpaid leave of absence for reasons of health.

8.15.B.(1) **Health.** An application for leave of absence for reasons of health in excess of the time for which sick leave benefits are payable to a faculty member must be supported by the written recommendation of a licensed physician or health practitioner.

8.15.C. Any contract faculty member may be granted an unpaid leave of absence by the Governing Board for reasons of study, travel, personal business, home responsibility, or for any other reason the Governing Board may determine.

8.15.C.(1) **Study.** An application for leave of absence for professional study must be supported by a written statement indicating what study or research is to be undertaken, or, if applicable, what subjects are to be studied and at what institutions.

8.15.C.(2) **Travel.** A leave of absence for the purpose of educational travel must be supported by a written statement and itinerary indicating absence from the District for a majority of the time covered by the application for such leave.

8.15.C.(3) **Home Responsibilities.** A leave for this purpose may be granted to a faculty member to care for their immediate family member whose health temporarily requires substantial attention of the faculty member.

8.15.C.(3)a. The application for such leave must be supported by the written recommendation of a licensed physician or health practitioner.

8.15.C.(3)b. Such leave also may be granted to permit a faculty member to place a newborn or newly adopted child in their home in excess of the provisions of Section 8.9.

8.15.C.(3)c. "Immediate family" is defined in Section 8.1.B.(1).

8.15.C.(4) **Personal Business.** A leave of absence may be granted to conclude essential legal actions or to obtain broadening professional experience. Such leaves must be supported by such evidence as the District may designate. The term "broadening professional experience" means experience gained through employment, study, or

research which is not obtainable in a manner which might otherwise qualify a faculty member for study leave as set forth in Section 8.15.C.(1) and which, in the judgment of the Governing Board will increase the faculty member's competence in relation to their present assignment within the District.

- 8.15.C.(5) **Elected Office.** A leave of absence may be granted to allow a faculty member to serve in some elected or appointed capacity in local, state, or national government. A faculty member who is appointed or elected to a political office which requires a full-time commitment may be granted an unpaid leave for not more than one (1) elected term to be served in such office.
- 8.15.D. Except for leave to serve in an elected office, the maximum length of any unpaid leave granted by the Governing Board shall be one (1) year, provided that, upon receipt of request for extension, the Governing Board may extend such leave for a maximum of one (1) additional year. Except in cases specified by law, any combination of consecutive leaves shall be limited to two (2) academic years.
- 8.15.E. Except in exceptional circumstances when the need for leave cannot be anticipated, all applications for leaves of absence must be on file in the District Human Resources Office at least ninety (90) days prior to the proposed effective date of the leave. Whenever possible, such leaves shall be requested in minimum increments of one (1) semester or as necessary to minimize interruption of faculty assignments.
- 8.15.F. All leave applications shall be submitted to the office of the appropriate College President or their designee, and, if the President or their designee recommends the granting of such leave, the recommendation shall be forwarded to the Chancellor and to the Governing Board for further consideration and evaluation.
- 8.15.G. Other than in such exceptional circumstances as the Governing Board may determine or except as set forth in Section 8.1.G., a break in service time resulting from leaves without pay shall not be included in computing or granting other benefits such as sick leave, longevity pay, step advancement, or other fringe benefits.
- 8.15.G.(1) A faculty member who has benefit coverage and who is on leave without pay that is not covered by the Family Medical Leave Act, the California Family Rights Act, or the Pregnancy Disability Leave law, shall have the option of maintaining their medical, dental and vision coverage in the District group plans at their own cost.
- 8.15.G.(2) A faculty member who has benefit coverage and who is on leave without pay that is protected by the Family Medical Leave Act, the California Family Rights Act or Pregnancy Disability Leave law, shall have all of their benefit coverage maintained and paid for by the District, to the extent the District pays for this benefit coverage while the employee is on active pay status, during that portion of the leave of absence that is designated as being protected by any of these laws.
- 8.15.H. In certain cases of personal leave for professional development where no District funds are expended and where the employee engages in activities of an educational nature that do not

result in the accumulation of college credits for salary schedule advancement, the employee may qualify for step advancement on the salary schedule on the basis of time occupied by the approved leave, with a maximum of one (1) year's credit. The application for such leave must be filed with the College President and receive their recommendation, be recommended by the Chancellor, and be granted by the Governing Board in advance of the beginning of such leave in order to become effective.

8.15.I. Any transfer of a faculty member who is on an unpaid leave of absence shall be subject to the transfer provisions of this Agreement.

**8.16 Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA)**

8.16.A. The District will provide family and medical care leave for eligible faculty members as required by state and federal law. The following provisions set forth certain rights and obligations with respect to such leave. Rights and obligations which are not specifically set forth below are set forth in the Department of Labor regulations implementing the Federal Family and Medical Leave Act of 1993 ("FMLA"), and the regulations of the California Family Rights Act ("CFRA").

8.16.B. Leave under the terms of FMLA and/or CFRA is unpaid and is protected time off. During the period of medical leave, the faculty member may elect to use any combination of the sick leave accruals for paid or unpaid leave.

8.16.C. Eligible faculty members are entitled to a total of twelve (12) workweeks of leave during any twelve (12) month period of protected leave for a serious health condition.

8.16.D. The twelve (12) month period for calculating leave entitlement will be a "rolling period" measured backward from the date leave is taken and continues with each additional leave day taken. Thus, whenever a faculty member requests leave, the District will look back over the previous 12-month period to determine how much leave has been taken in determining how much leave a faculty member is entitled to.

**8.17 Bonding Leave**

8.17.A. The California Family Rights Act (CFRA) authorizes eligible employees to take up to a total of twelve (12) weeks of unpaid job-protected leave during a 12-month period for the birth of a child or adoption or foster care placement of a child. Bonding time is limited to a 12-week period and reduced by any period of sick leave covered under CFRA taken during the previous 12-month period.

8.17.B. Bonding time does not have to be taken in one continuous period of time. The minimum duration of bonding leave shall be two weeks, and in two instances can be less than two weeks.

8.17.C. Bonding Leave must be taken within the year after the birth of a child or adoption or foster care placement of a child.

**8.18 Pregnancy Disability Leave**

8.18.A. The California Department of Fair Employment and Housing Act (FEHA) authorizes eligible employees to take up to a total four (4) months of pregnancy disability leave (PDL) for each pregnancy (2 CCR § 11042).

8.18.A.(1) PDL is an unpaid, job-protected leave and shall run concurrently with FMLA leave if the faculty member is eligible for FMLA leave.

8.18.A.(2) PDL will not run concurrently with CFRA leave and may be exhausted before an eligible faculty member begins to use bonding leave.

8.18.B. To be eligible for PDL, a faculty member must submit written verification from their treating health care provider stating that the faculty member is disabled and unable to perform one or more of the essential functions of their position due to pregnancy, childbirth or a related medical condition (2 CCR § 11050).

8.18.C. The faculty member shall give notice thirty (30) days prior to taking PDL when possible (2 CCR § 11050). If the disability is not foreseeable, then the faculty member will be granted the leave upon presentation of medical verification for the need for the leave.

8.18.D. As provided by law, a faculty member shall be returned to the same position which they left due to pregnancy.

**8.19 State Disability Insurance**

As soon as practicable after the ratification/adoption of this Agreement, ideally by January 31, 2014, the District will facilitate an election among exclusively non-contract faculty to determine whether they wish to be covered by State Disability Insurance (SDI). The program will be implemented if a majority of active exclusively non-contract faculty vote in favor of such coverage. If the program is implemented, any costs associated with SDI coverage will be borne by the exclusively non-contract faculty (and not the District).

**Article 9: Academic Calendar**

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**9.1 Development of Academic Calendar**

Subject to the remaining provisions of this Article, the parties shall meet on or before October 1 of each year to establish/confirm the instructional calendars for the following two academic years.

9.1.A. The “academic year” means that portion of the college year during which the community college is maintained, which period shall include not less than 175 days of instruction as defined by Title 5, §58120. The academic year does not include summer or other intersessions (Title 5, §55701).

9.1.B. The Academic Senates of the District Colleges may provide academic calendar recommendations to the District and the Federation prior to September 15 of each year.

**9.2 Length of Academic Calendar**

The basis for a 10-month contract shall be 175 contract days and 175 teaching days within 40 consecutive calendar weeks, subject to the following:

9.2.A. Extended contracts shall be calculated as a pro-rata proportion of a 10-month contract rounded to the nearest digit.

9.2.B. The academic calendar shall include seven flex days. Of the seven (7) days, six (6) shall be self-assigned and one (1) shall be a six-hour long, orientation day in fall that is mandatory for contract faculty to attend.

**9.3 Flexible Calendar**

The purpose of the flexible calendar program is to provide time for faculty to participate in professional development activities that are related to “staff, student, and instructional improvement” (Title 5, §55720).

9.3.A. **Mandatory Flex Days** are days on which faculty will perform appropriate flex activities. Contract faculty members are required to attend Mandatory Flex Days and must report absences in accordance with Section 8.2.G. Faculty may consult with the Department Chair and request to complete other activities on the Substitute Activity for Mandatory Flex Day Form (Appendix H, Form A1). The request must be submitted and approved by the faculty member’s Dean or designee before mandatory flex day.

In the event that time constraints do not allow for the approval by the Dean or designee or if approval is denied, faculty may appeal to the College President. The College President’s decision shall be final and will be shared with the Dean or designee and requesting faculty.

9.3.A(1) Flex day activities shall meet the Education Code requirement of a six-hour (6-hour) day.

9.3.A(2) On mandatory flex days, contract faculty members shall attend not more than two-hours of mandatory activity designed by the College President. Other activities on mandatory flex days are subject to negotiations. Other activities include:

- 9.3.A(2)a Division meetings, if scheduled, are mandatory. Division meetings may be subdivided into department or discipline groups to discuss appropriate topics for all or part of the division meeting.
  - 9.3.A(2)b. Regular or special college committee meetings.
  - 9.3.A(2)c. Meetings of other established faculty groups.
  - 9.3.A(2)d. Activities scheduled by the appropriate campus flex day or faculty professional development committee.
- 9.3.A(3) Contract faculty members are required to participate in appropriate flex activities on each mandatory flex day unless the College President authorizes, in writing, an exemption to the faculty member from attending because enrollment will be adversely affected by their participation.
- 9.3.A(3)a Faculty who cannot attend will utilize leave (see Article 8) for the six (6) hours of flex time associated with Mandatory Flex Day.
  - 9.3.A(3)b. Exemptions may include:
    - i. Non-Classroom faculty who are otherwise serving students during the hours of the Mandatory Flex Day events.
    - ii. Classroom faculty who are teaching regular classes in those situations where it is not practical to cancel classes. These include classes involving plants, animals, licensing/certifying agencies, athletic and other performance classes with upcoming contests or performances, and other classes as approved by the College President. Faculty who teach approved regular classes are responsible for reporting the activity on a Flex Day Activity Form (Appendix H, Form B1 or B2).
  - 9.3.A(3)c Contract faculty exempted from the mandatory flex day activity may schedule alternate flex day activities during the academic year to be approved by the Dean or designee following these guidelines.
    - i. Non-classroom faculty who were exempted from the mandatory flex day activity to perform normal work duties, without additional compensation, shall be allowed to schedule the alternate flex day activities during regularly scheduled work hours or shall be exempt from the six (6) hours of mandatory flex time.
    - ii. Classroom faculty who were exempted from the mandatory flex day activity to perform normal work duties, without additional compensation, shall be exempt from the six (6) hours of mandatory flex time.

- 9.3.A(4) Non-contract faculty members are not required to participate in mandatory flex day unless their regularly scheduled assignment falls on that date for the length of their assignment on that day.
  - 9.3.A(4)a. Non-contract faculty members may attend activities on mandatory flex day as part of their flex obligation.
- 9.3.B. **Self-Assigned Flex Days** are scheduled days during which appropriate flex activities may be performed. Faculty members may elect to complete self-assigned activities on other days.
  - 9.3.B(1) Flex Obligations for All Contract Faculty
    - 9.3.B(1)a. The total number of hours of self-assigned flex activity required of contract faculty members as part of their 1.0 contract load in a year is the product of the total number of scheduled self-assigned flex days in the year and six (6) hours per self-assigned flex day (e.g., 6 self-assigned flex days in a year times 6 hours per self-assigned flex day = 36 hours of flex obligation).
    - 9.3.B(1)b. Contract faculty members with a non-contract extra hourly assignment shall have additional self-assigned flex day activity calculated based upon the non-contract faculty calculation in Section 9.3.B(2) below.
  - 9.3.B(2) Flex Obligations for Non-Contract Assignments
    - 9.3.B(2)a. For all non-contract load (for both classroom and non-classroom faculty) the total number of hours of self-assigned flex activities required for each non-contract faculty member in a semester is 1.5 hours for each .1 load.
    - 9.3.B(2)b. Leaves covered under Section 8.7, Professional Conference Leave, can satisfy self-assigned flex day requirements if they are in accordance with the activities listed in Section 9.3.C and are not within assigned working hours. (Appendix H, Form B1 will be used to record the flex activity.)
- 9.3.C. Appropriate self-assigned flex day activities include, but are not limited to, the following or the current Education Code §87150 et seq., and Title 5, §55724 et seq.:
  - 9.3.C(1) Course instruction and evaluation.
  - 9.3.C(2) Staff development, in-service training and instructional improvement.
  - 9.3.C(3) Program and course curriculum or learning resource development and evaluation.
  - 9.3.C(4) Student personnel services.
  - 9.3.C(5) Learning resources services.
  - 9.3.C(6) Related activities, such as student counseling, guidance orientation, matriculation services, and student, faculty, and staff diversity.
  - 9.3.C(7) Departmental or division meetings, conferences and workshops, and institutional research.



- 9.3.C(8) Other duties as assigned by the District. The District agrees to avoid assigning other duties during mandatory flex days. The District reserves the right to schedule additional mandatory activities only when required to comply with Federal or State law. The District will seek concurrence of the Federation regarding these statutory mandatory activities prior to their implementation.
- 9.3.C(9) The necessary supporting activities for the activities listed in Section 9.3.C (1-8).
- 9.3.C(10) Faculty who prepare flex day activities as in Section 9.3.C shall receive flex activity credit for that preparation on an hour-for-hour basis.
- 9.3.D. Flexible Calendar Day Reporting Procedure
  - 9.3.D(1) Faculty shall complete a Master Flex Day Contract (Appendix H, Forms B1 or B2).
    - 9.3.D(1)a Contract faculty shall complete a Master Flex Day contract by the last day of finals week of the Spring semester. Activities can be completed by June 30 provided the activities are recorded on the submitted Master Flex Day Contract.
    - 9.3.D(1)b. Non-contract faculty shall complete a Master Flex Day contract by the last day of finals week in the semester in which they work.
    - 9.3.D(1)c. Faculty shall receive confirmation that their Master Flex Day contract has been received.
- 9.3.E. ***Leave-Related Exceptions to Flex Obligation***
  - 9.3.E(1) Contract faculty on sabbatical leave (Section 8.11) have no flex obligation during the semester(s) of their sabbatical leave and are not required to participate in any flex activities while on sabbatical leave.
  - 9.3.E(2) Contract faculty on 100% banked leave (18 LEH banked hours = 15 LEH leave, Section 8.8) have no flex obligation during the semester of their banked leave. Full-time faculty on 100% banked leave are not required to participate in any flex activities while on banked leave.
    - 9.3.E(2)a. Contract faculty utilizing banked hours for a portion of their load shall only complete a pro-rated amount of flex time based on their non-banked hours. For example, a faculty member utilizing banked hours equivalent to 60% (10.8 LEH banked hours = 9 LEH leave for classroom faculty) of their load shall complete 40% of the flex requirement scheduled during the semester of their partial leave.)
  - 9.3.E(3) Contract faculty on unpaid leave shall have no flex obligation while on unpaid leave. Any load designated as “leave of absence paid” (LOAP in Banner) will not incur flex obligation hours.
- 9.3.F. Flexible Calendar Committee

- 9.3.F(1) Each college will have a flexible calendar committee established in accordance with Education Code §84890 and §87150 et seq., and Title 5, §55720 et seq., and shall be composed of at least one (1) AFT representative. A majority of the members of the committee will be faculty.
- 9.3.F(2) The Flexible Calendar Committee will:
  - 9.3.F(2)a. Conduct an annual update and survey of the most critical staff, student, and instructional improvement needs in the District.
  - 9.3.F(2)b. Review flex day problems reported by faculty, students, or management and suggest solutions.
  - 9.3.F(2)c. Prepare information material for faculty about Flex Days.
  - 9.3.F(2)d. Annually review flex day forms and recommend changes to the Federation and the District.
- 9.3.F(3) The Flexible Calendar Committee will select its chair by majority vote at the first meeting.

**9.4 Compressed Calendar Negotiations**

- 9.4.A. The Federation shall have a representative on the Compressed Calendar Workgroup which is responsible for creating, shifting to, and/or making decisions on a compressed calendar.
- 9.4.B. Once a compressed calendar model (or competing, alternative models) is developed and approved by the District, the District shall contact the Federation to jointly identify sections of the CBA that will need to be negotiated if a compressed calendar is implemented and to schedule meetings to commence negotiations on the impact of the compressed calendar.

**Article 10: Personnel Files**

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- 10.1 One personnel file for each faculty member shall be maintained in the District Human Resources Office and shall only contain materials necessary for the District's fulfillment of its personnel management responsibilities and related to the faculty member's assigned duties or professional responsibilities. The faculty member shall provide the District Human Resources Office with information regarding name, current home mailing address that lists a street, city and zip code, current home telephone number; records of professional work experience; proof of requirements fulfilled to change salary classifications; and official transcripts indicating credentials and certificates and pertinent information regarding Minimum Qualifications and Faculty Service Areas.
- 10.2 There shall be only one personnel file for each faculty member which shall be maintained by the District's Human Resources Office, except that duplicate records of information immediately relevant to fulfillment of campus management responsibilities may be kept only in one file at the Office of the College President for contract faculty, and at the Office of Continuing Education for non-contract faculty. All personnel records shall be accorded complete confidentiality by limiting access to the following persons:
- 10.2.A. Members of District management requiring use of such records, and who have received appropriate authorization for each such use from the appropriate College President or Dean of Continuing Education or from the Chancellor or Vice Chancellor of Human Resources or from any person authorized to act on behalf of such persons during their absence.
- 10.2.B. The faculty member.
- 10.2.C. A representative having the faculty member's written authorization to examine such records. All such written authorizations shall be attached to the personnel file.
- All persons examining personnel files shall sign and date a log attached to each personnel file, and when authorization to examine such file is required by this Article, the identity of the person providing such authorization shall be indicated.
- 10.3 Any item to be placed in the file must be clearly identified as to its source, author, date of preparation, and its date of receipt by the District and, by its content or by other appropriate means, shall contain an indication that the faculty member-initiated placement of the document in the file or previously received copy of the document or otherwise received notice that the document was to be placed in such file. The foregoing requirement for notification shall not be applicable to confidential documents as set forth in Section 10.6.
- 10.4 A faculty member may place materials relevant to their assigned duties or professional responsibilities in their personnel file at the District's Human Resources Office.
- 10.5 A faculty member may inspect and reply to any item in their personnel file and this response shall be attached to the item. Information of a derogatory nature shall not be entered or filed unless and until the faculty member is given notice and an opportunity for review and reply. The reply shall be attached to the item.
- 10.6 A faculty member shall have the right to request and receive a copy of any item in their file, provided that nothing in this Article shall entitle a faculty member or their representative to have access to records defined as confidential under Federal and State law.

**Article 11: Tenure**

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**11.1 Tenure Review of Probationary Faculty**

11.1.A. **Process.** The tenure review process should ensure that students have access to the most knowledgeable, talented, creative, and student-oriented faculty available. To that end, an up to four-year probationary period provides sufficient time for contract employees to understand the expectations for tenure, to develop the skills and acquire the experience to participate successfully in the educational process, and to use the District's and other resources for professional growth. The process should promote professionalism and enhance academic growth by providing a useful assessment of performance, using clear evaluation criteria.

11.1.B. **Criteria:** The criteria upon which probationary faculty members will be evaluated are as follows:

**11.1.B.(1) Students**

- a. Willingness and availability to assist students.
- b. Engages students in lesson(s) taught.
- c. Stimulates student performance in fair and pedagogically sound ways.
- d. Responsiveness to the educational needs of students by exhibiting awareness of and sensitivity to the following:
  - i) Race, ethnicity, cultural background, sex, gender, sexual orientation, age, socioeconomic status, language, veteran status, religion, political perspective, or lifestyle.
  - ii) Variety of learning styles.
  - iii) Student goals and aspirations.
  - iv) The needs of students with physical and/or learning disabilities.
  - v) Resolution of problems between faculty member and student.
  - vi) Understanding and utilizing student support services.
  - vii) Concern for student welfare.

**11.1.B.(2) Classroom Assignment**

- a. Knowledge of subject matter.
- b. Awareness of current developments and research in the discipline/field of study.
- c. Demonstration of effective communication with students.
- d. Effective use of varied teaching methods appropriate to the subject matter.
- e. Appropriate testing and measurement of student progress.
- f. Communication with students with clear identification of course goals, objectives, and student performance expectations.

- g. Evidence of course objectives being met in accordance with approved Course Outline(s) of Record (COR) being taught.
- h. Uses class time effectively.
- i. Voice and delivery are clear and understandable.
- j. Paces class time effectively and in accordance with the majority of students' abilities.

11.1.B.(3) **Non-Classroom Assignment (Librarians, Counselors, and Special Assignments)**

- a. Resolution of problems between faculty member and student.
- b. Understanding and making referrals to appropriate student support services/resources and following up on referrals, as appropriate.
- c. Knowledge and appropriate utilization of campus/community resources.
- d. Knowledge of area of expertise.
- e. Awareness of current developments and research in discipline/field of study.
- f. Demonstration of effective communication with students.
- g. Effective use of methods appropriate to area of assignment.
- h. Communication with students with clear identification of goals, objectives, and student performance expectations (when appropriate).
- i. Presents information/directions to students in a clear and organized way.
- j. Advisement methods and techniques utilized are effective.
- k. Demonstrates knowledge of currency in information literacy instruction, research methods, and appropriate information resources.
- l. Evidence of program objectives being met.

11.1.B.(4) **Professional Responsibilities Evaluation**

- a. Active participation in institutional governance as outlined in Sections 5.4.B.(3) and 5.5.D.
- b. Maintenance of ethical standards such as outlined in the AAUP Ethical Standards Statement and other discipline-specific commonly accepted ethical/professional standards, if warranted.
- c. Recognition and adherence to the principles of academic freedom as outlined in the AAUP Academic Freedom Statement.
- d. Work in a constructive manner to foster a collegial atmosphere among faculty and students.
- e. Demonstration of willingness to advocate for faculty and student rights.

- f. Demonstration of commitment to and enthusiasm for the profession.
- g. Maintenance of class and office hours as scheduled; accurate collection and reporting of records, census data, and other documentation in a timely manner.

11.1.C. **Evaluation Components:** Probationary faculty evaluation shall be comprised of the following components:

11.1.C.(1) **Records Evaluation**

- 11.1.C.(1)a. **For Classroom Evaluations:** The Tenure Review Committee (hereafter referred to as the “Committee”) shall assess the teaching candidate’s classroom records such as syllabus, handouts, tests, and/or assignments and grading criteria. This assessment shall be within the bounds of professional ethics and academic freedom.
- 11.1.C.(1)b. **For Non-Classroom Evaluations:** The Committee shall assess the counselor/librarian candidate’s maintenance of appropriate documentation or (for librarians) public and technical services proficiencies. This assessment shall be within the bounds of professional ethics and academic freedom.
- 11.1.C.(1)c. The candidate will submit the records as described above to the Committee Co-Chairs to be kept for placement in an evaluation portfolio that may be added to during the tenure process.

11.1.C.(2) **Professional Responsibilities Evaluation**

- 11.1.C.(2)a. The Committee shall assess the candidate’s commitment to professional development activities, such as conference/workshop attendance, staff development participation, professional association memberships, scholarly publications, research, etc.
- 11.1.C.(2)b. The Committee shall assess the candidate’s participation in institutional governance as outlined in Sections 5.4.B.(3) and 5.5.D.
- 11.1.C.(2)c. The candidate shall submit to the Committee Chair a written report of their professional development activities.
- 11.1.C.(2)d. The candidate’s report will be kept in the evaluation portfolio.

11.1.C.(3) **Appraisal**

- 11.1.C.(3)a. The candidate shall evaluate on Form A1 their performance in respect to the evaluation criteria stated in Section 11.1.B.
- 11.1.C.(3)b. The candidate shall indicate areas of personal strengths.
- 11.1.C.(3)c. The candidate shall respond in writing to any written recommendations made by the Committee by developing a plan to correct their areas of deficiency.

**11.1.C.(4) Evaluation of Performance in Primary Area of Assignment**

- 11.1.C.(4)a. Evaluation of performance shall consist of a minimum of three (3) separate observations. An observation means a designated time regardless of the number of peers observing.
- 11.1.C.(4)b. Preferably, observations will be with two (2) Committee members evaluating at a time during the same observation but an initial observation will be by two (2) members of the Committee.
- 11.1.C.(4)c. The candidate will receive at least one (1) week's notice prior to all observations
- 11.1.C.(4)d. The candidate shall provide any relevant supporting materials (e.g., lesson plans, handouts, etc.) to the observers at least one (1) day prior to a the observation.
- 11.1.C.(4)e. Observations shall follow all guidelines in Section 12.3.D of this agreement.

**11.1.C.(5) Student Evaluation of Performance**

- 11.1.C.(5)a. Student evaluations shall be coordinated by the Dean or their designee with standardized instructions to students.
- 11.1.C.(5)b. Student evaluations of classroom faculty shall be administered to a minimum of 3 classes of the evaluatee per semester.
- 11.1.C.(5)c. For counselors or librarians, a minimum of 30 student evaluations shall be administered.
- 11.1.C.(5)d. Completed student evaluations shall be maintained in a confidential manner. A student evaluation summary will be submitted to the Tenure Review Committee.

**11.1.D. Committee**

**11.1.D.(1) Composition:** The Committee shall be composed of the following members:

- a. Two (2) campus faculty members from the candidate's discipline (if available), one (1) selected by the Department Chair and one (1) selected by the Dean. At a minimum, one (1) of these two (2) members should be from the candidate's hiring committee, if possible.
  - i) If there are not a sufficient number of faculty available in the candidate's discipline, faculty from a related discipline at the college shall be appointed to the Committee.
  - ii) If there are not a sufficient number of faculty available in a related discipline at the College, faculty in the discipline or a related discipline from another District college shall be appointed.

- b. One (1) faculty member selected by the Department Chair from another discipline.
- c. One (1) faculty member selected by the candidate from the candidate's division. This faculty member may, but need not, be from the candidate's discipline.
- d. The current Dean of the faculty member's assignment.

**11.1.D.(2) Committee Appointment**

- 11.1.D.(2)a. Once the Committee members in Section 11.1.D.(1) have been selected, the Committee composition shall be provided in writing to the College President and College Academic Senate President for approval. Upon receipt of approval, the Dean shall then convene the Committee.
- 11.1.D.(2)b. The candidate must select their Committee member in Section 11.1.D.(1)(c) by the end of the fourth week of the Fall semester. If the candidate does not choose a Committee member in the designated time, one will be chosen by the Tenure Review Committee.
- 11.1.D.(2)c. The Co-Chairs of the Committee shall be the Dean and a faculty member elected by the faculty members on the Committee. The Co-Chairs will confer to delineate responsibilities.
- 11.1.D.(2)d. Committee members shall serve for the duration of the candidate's probationary period. Replacement Committee members shall be appointed by the Committee Co-Chairs, when necessary. If during the tenure review process a college reorganization occurs, the composition of the Tenure Review Committee shall remain in effect to the extent practicable, in order to provide the greatest continuity and support for the tenure candidate. If a retirement, resignation, death, or other similar event occurs during the tenure review process, replacement Committee members shall come from the most appropriate and logical areas respective to the organization of the college at the time of the Committee vacancy and approved by the Co-Chairs. Committee member resignations must be submitted, signed, and in writing to the College President.
  - i) In the event a Committee member is unable to complete their Tenure Review Committee commitment due to long-term absence, the replacement Committee member shall remain on the Committee for the duration of the tenure process, unless the tenure candidate has agreed in advance to allow the absent Committee member to serve, if able, upon their return.
- 11.1.D.(2)e. Other than the Committee Co-Chairs, the candidate shall have the right to remove one (1) Committee member during the probationary period. If the candidate removes a Committee member, a replacement Committee member shall be appointed from the same constituency. Should the



candidate wish to remove a Committee Co-Chair from the Committee, rationale must be provided in writing to and approved by the College President who shall in turn provide a written explanation and a face-to-face meeting upon written request, explaining their confirmation or rejection of the candidate's request.

11.1.D.(2)f. The Committee members have the right to fully discuss their professional judgment of the candidate's strengths and weaknesses during the Tenure Review Committee meetings in a confidential setting. All individuals involved shall maintain the confidentiality of the evaluation process and sign a statement to that effect. All information gathered or reports generated as part of the evaluation shall be treated confidentially. Committee members shall enjoy all of the protections afforded those who participate in a statutory evaluation process, including but not limited to, the qualified privileges associated with defamation as described in Evidence Code Section 411. Concerns regarding confidentiality must be reported to the appropriate College Vice President. If there is no resolution, the Committee should address its concerns to the President. The College President will determine whether a re-evaluation is necessary.

**11.1.E. *Steps of Tenure Review Process***

Meetings must only occur with all Committee members attending in real-time communication, and any exceptions must be approved by a majority of the Committee. The only record of such meetings shall be the appropriate evaluation documentation (e.g., A1, A3, A4, etc.). At any time, the evaluatee may request a convening of the Committee or additional meetings.

The steps of the tenure review process are as follows:

- (1) An orientation meeting of the Committee members.
- (2) A meeting of the Committee and candidate, reviewing evaluation criteria, evaluation process, and timelines.
- (3) At a minimum, three (3) site visitations of the candidate. Following each site visitation there shall be a Committee meeting where those who visited present formal written evaluations of the candidate's performance during each visitation. There should be a minimum of one (1) week in between visitations. Ideally, subsequent visitations should not occur prior to a Committee meeting. Whenever two (2) or more Committee members are in attendance at an evaluatee's site visitation, the two Committee members shall act independent of each other in the development of their evaluations.
- (4) A Committee meeting without the candidate to determine a recommendation for the candidate's subsequent contract status.

- (5) A Committee meeting with the candidate to recognize meritorious performance, discuss Committee recommendations and, if appropriate, to recommend a course of action for correcting deficiencies.
- a. The Committee shall submit its recommendation for the candidate's subsequent contract status to the appropriate Vice President and College President. The College President shall review all materials and make a recommendation for the candidate's subsequent contract status to the Committee. If the recommendations differ, the President shall explain in writing why their recommendation differs and the Committee and the President shall meet and attempt to resolve the differences. If no resolution is reached, the recommendations of both the Committee and President shall be forwarded to the Governing Board in writing.
  - b. Until a candidate is tenured or terminated, the President shall each year forward the Tenure Review Committee reports and recommendations to the Governing Board.

**11.2 Evaluation Process Timeline.** Except as provided in other sections of the Agreement, the following timelines shall be followed whenever possible. Because the evaluation process is a critical part of the tenure decision, failure to follow prescribed evaluation timelines should be a rare exception. Whenever possible, any deviation shall be documented and mutually agreed upon by the Committee and evaluatee.

**11.2.A. Fall Hires**

11.2.A.(1) The Tenure Review Committee process will be followed each year during the evaluation period until final recommendation is made. The first date in the timeline below begins with the first week of instruction and ends with the last day of Finals Week.

**Weeks 1 - 6**

- An orientation meeting of the Committee will be convened by the Dean.
- A meeting of the Committee and candidate shall be held.

**Weeks 4 – 12**

- Student evaluations will be conducted and evaluations and summaries of the results will be provided to the Committee Co-Chairs.
- The candidate will submit classroom records and professional activities documentation to the Committee Co-Chairs.
- The candidate's self-evaluation will be completed and submitted to the Committee Co-Chairs.

**Weeks 7 – 12**

- Classroom/non-classroom assignment observations shall be made.

- Committee site meetings will be held with the candidate to discuss each evaluation observation and to make suggestions for specific improvements.
- As stipulated in Section 11.1.E.(3), enough time shall elapse between observations for the candidate to reflect upon and incorporate the comments and suggestions made by the Committee members during observations.
- Professional responsibilities evaluation will begin.

**Weeks 13 – 15**

- The Committee will meet to evaluate the candidate's performance in all criteria areas. The candidate or the Committee may request additional input; this additional input will be limited to another peer classroom/non-classroom assignment observation, further discussion with the candidate, and/or the request for additional records/documents.
- The Committee will meet without the candidate to decide if the candidate has met the evaluation criteria and, if appropriate, to recommend a specific course of action to help improve the candidate's performance, if necessary.
- The Committee will meet with the candidate to communicate its recommendation.

**Weeks 16 – 18**

- The Committee will submit its employment recommendation on Form C2, along with the candidate's portfolio, to the appropriate Vice President and College President.

**No Later than January 15<sup>th</sup>**

- The President will communicate to the Committee their recommendation in writing and if the President and the Committee's recommendations differ, the provisions of Section 11.1.E.(5)a shall occur.

11.2.A.(2) If a Tenure Review Committee does not complete the evaluation process listed in Section 11.2.A.(1) or a protected leave listed in Article 8 of this Agreement of an evaluatee in the Fall term prevents the evaluation process listed in Section 11.2.A, then the tenure review process will be suspended until the subsequent Fall term.

**11.2.B. Spring Hires**

11.2.B.(1) During the first two (2) weeks of the Spring semester, the Co-Chairs will meet with the candidate to explain the tenure process for mid-year hires and the Committee shall be selected.

11.2.B.(2) During the Spring semester there will be one (1) classroom observation by two (2) Committee members of the Tenure Committee.

(1) Student evaluations will be administered to a minimum of three (3) classes per semester during the 4th to 12th weeks of the Spring semester. For counselors or librarians, a minimum of 30 student evaluations shall be administered. At the beginning of the next Fall semester, the timeline as specified in Section 11.2.A will be

followed with the exception that there will be one (1) fewer observation required under Section 11.1.C.(4)(a). Thereafter, the Fall hires timeline will be followed.

**11.3 Consideration of Input from Outside of the Formal Evaluation Process**

11.3.A. Complaints involving the tenure candidate that fall outside the formal evaluation process shall be investigated by the appropriate authority (Title IX, HR, etc.). At the conclusion of the investigation, if the complaint has been substantiated, the Committee will be informed of the outcome of the complaint, to the extent allowable by law. Unsubstantiated complaints, concerns, commendations, and verbal un-written complaints will be disregarded.

11.3.B. The candidate has the right to respond to any and all input which the Committee is weighing as part of the evaluation process. The President will consider candidate responses submitted prior to the submission of the President's recommendation.

**11.4 Committee Service.** The Committee members may count time served on the Committee as service under Sections 5.4.B.(3) and 5.5.D.

**11.5. Documentation of Process**

11.5.A. To properly document the evaluation process, the following standardized District forms should be used:

- (1) Faculty Self-Appraisal Report for Full/Part-Time Faculty (Form A1)
- (2) Administrator and Peer Evaluation Form for Faculty (Form A2)
- (3) Student Evaluation of Teaching Effectiveness, or Student Evaluation of Counselor/Librarian Effectiveness (Form B1 or B2)
- (4) Student Evaluation Summary Form
- (5) Tenure Review Committee Employment Recommendation for Probationary, Non-Tenured Faculty Form (Form C2)
- (6) President's Summary Evaluation Report (Form C4)

11.5.B. All completed forms will be held in the candidate's portfolio.

**11.6 Evaluation Assessment**

11.6.A. **Evaluation of the Candidate.** Evaluation of the candidate should be based solely upon the procedures in this Agreement.

11.6.B. **Evaluation Consideration.** Evaluation consideration should be as objective and quantifiable as possible.

11.6.B.(1) The Committee must have written justification and documentation of a decision not to grant tenure.

11.6.B.(2) Recommendation to grant or not to grant tenure must be by majority vote of the Committee. Said vote may be made at any time during the probationary period. Failure to secure a recommendation to grant tenure in fewer than four (4) years shall not harm the candidate.

- 11.6.B.(3) A Committee's recommendation of "Needs Improvement" in the first, second, or third year does not automatically constitute a decision to deny tenure.
- 11.6.B.(4) **Criteria for Employment Recommendation**
- 11.6.B.(4)a. Not to rehire: Candidate's performance is unsatisfactory and continued employment is not recommended.
  - 11.6.B.(4)b. To grant 2<sup>nd</sup> or 3<sup>rd</sup> probationary contract: Candidate needs to work further to develop skills and gain more experience before being considered for tenure.
  - 11.6.B.(4)c. Grant tenure during the 1<sup>st</sup> or 2<sup>nd</sup> contract: Candidate is exceptionally strong in all areas of the evaluation criteria, so that a continued period of probation would be unnecessary.
  - 11.6.B.(4)d. To grant tenure during the 3<sup>rd</sup> contract: Candidate has demonstrated exceptionally strong professional growth or abilities in all areas of the evaluation criteria and has already demonstrated being an asset to the institution so that a further continued probationary period would be superfluous.
  - 11.6.B.(4)e. To grant tenure after the 3<sup>rd</sup> contract: Candidate has demonstrated continual professional growth, has progressed appreciably, has made contributions to the College and community-at-large, and would be a lasting asset to the institution.
- 11.6.B.(5) **Difference in Criteria Weighting for First, Second, and Third Contracts** (see Appendix D2: For Tenure Review of Probationary Faculty)
- 11.6.B.(5)a. For 1<sup>st</sup> and 2<sup>nd</sup> contract: All criteria considered, with the primary assignment criteria the most important.
  - 11.6.B.(5)b. For 3<sup>rd</sup> contract: All criteria considered, with candidate expected to be fully-participating member of campus community.
- 11.6.B.(6) If a faculty member receives a "Needs Improvement" or an "Unsatisfactory" evaluation from a majority of the evaluators on the summary/overall evaluation form, the Evaluation Committee shall provide him/her with a written Improvement Plan that specifies what the candidate must do to receive a "Satisfactory" on the subsequent term's follow-up evaluation. The Improvement Plan must be reasonable and measurable, i.e., the terms and conditions established by the plan must be achievable and progress towards objectives that can be tracked with tangible evidence. The follow-up evaluation must be conducted the following regular term, but not until at least two (2) months have elapsed from the date of the meeting at which the evaluatee received the Improvement Plan from the Evaluation Committee.

**Article 12: Evaluation**

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12.1 The evaluation procedures of this Article are to provide a genuinely useful and substantive assessment of faculty performance, to recognize and acknowledge good performance, to enhance performance, and to help employees further their own growth. The evaluation process should be implemented in a positive, supportive manner that encourages self-improvement and excellence in the faculty members' areas, promotes professionalism and enhances performance. All faculty members shall participate in the evaluation process set forth below and shall receive evaluation on all paid activities performed for the District, including those activities set forth in Articles 3, 5, and 13.

12.1.A. The Department Chair evaluation described in Article 13 is a different process that shall be conducted separately from the regular faculty evaluation process described in this Article. These evaluations may occur during the same timeframe.

12.2 The criteria upon which faculty members will be evaluated are as follows:

**12.2.A. Classroom Teaching Faculty**

- 1) Continued professional development in subject areas of assignment.
- 2) Current curriculum preparation for courses assigned.
- 3) Complete and timely preparation for classes taught.
- 4) Class objectives being achieved.
- 5) Class meetings held as scheduled.
- 6) Necessary administrative paperwork processed in a timely, accurate, and appropriate manner, including census and/or positive attendance, grades, and student learning outcomes.
- 7) Colleagues, staff, and members of the public visiting District worksites are treated in a professional manner.
- 8) Students are treated with respect and sensitivity.
- 9) Progress toward self-determined individual instructional and developmental goals.
- 10) When applicable: Instruction of Distance Education classes, including use of District Learning Management System (LMS), as described in Article 23.
- 11) For contract faculty only: participation in college-wide and instruction-related/student support activities, in accordance with Section 5.4.B.(3).
- 12) For contract faculty only: participation in division and departmental activities.

**12.2.B. Non-Classroom Faculty**

- 1) Continued professional development in subject area of assignment.
- 2) Current preparation for service assignment.
- 3) Service assignment objectives being achieved.
- 4) Students are treated with respect and sensitivity.
- 5) Colleagues, staff, and members of the public visiting District worksites are treated in a professional manner.
- 6) Necessary administrative paperwork processed in a timely, accurate, and appropriate manner. Student learning outcomes and service unit outcomes shall also be considered necessary administrative paperwork.
- 7) Appointments and work assignments held as scheduled.

- 8) Progress toward self-determined individual work assignment and professional goals.
- 9) When applicable: Conducting work assignments from a remote location.
- 10) For contract faculty only: participation in college-wide and instruction-related/student support activities, in accordance with Section 5.5.D.
- 11) For contract faculty only: participation in division and departmental activities.

### **12.3 Evaluation Components**

Faculty evaluation shall be comprised of the following components:

12.3.A. **Committee Appraisal.** All individuals involved shall maintain the confidentiality of the evaluation process and sign a statement to that effect. Concerns must be reported to the appropriate College Vice President.

12.3.A.(1) All information gathered or reports generated as part of the evaluation shall be treated confidentially. Committee members shall enjoy all of the protections afforded those who participate in a statutory evaluation process, including, but not limited to, the qualified privileges associated with defamation as described in Evidence Code Section 411.

12.3.A.(2) Concerns regarding confidentiality must be reported to the appropriate College Vice President. If there is no resolution, the Committee should address its concerns to the President. The College President shall determine whether a re-evaluation is necessary.

12.3.B. **Student Appraisal.** Student appraisals (Student Evaluation of Teaching Effectiveness Form or Student Evaluation of Counselor/Librarian Effectiveness Form) shall be coordinated by the Dean or their designee. Faculty members may use up to 20 minutes of regularly scheduled class time to allow students to complete online student appraisals. During this time, faculty will step out of the room to allow students privacy while responding to the survey.

Student appraisals shall be administered online.

Student appraisal data shall only be distributed to Evaluation Committee members. Any designees who distribute survey data will be required to maintain the confidential nature of the evaluation process. Student appraisals shall not be administered or processed by student workers.

12.3.B.(1) Student appraisals of classroom faculty shall be conducted each semester after the fourth week of the class, in one class, or, at the faculty member's decision, in more than one class taught by the faculty member. Student appraisals shall be collected no later than the 12<sup>th</sup> week of the semester.

12.3.B.(2) Student appraisals shall be conducted with a sampling of a minimum of thirty (30) students. Student appraisals shall occur in a single class section whenever possible. If enrollment in the one (1) class section selected is fewer than thirty (30) students, two (2) classes (sections) must be selected by the faculty member whenever possible.

12.3.B.(3) The instructor shall be notified via district email when student appraisals are sent to their students in a Distance Education course.

- 12.3.B.(4) Student appraisals for non-classroom faculty members shall be conducted each semester after the fourth week of their service, with a sampling of thirty (30) students served by the faculty member. Student appraisals shall be collected no later than the 12<sup>th</sup> week of the semester. For non-classroom faculty in their first assignment with the College, student appraisals shall commence no sooner than 8 weeks into the assignment and may be collected up to two weeks prior to the final conference.
- 12.3.B.(5) When the appraisals are completed, they shall be summarized. Summaries are distributed to the members of the Evaluation Committee and discussed with the evaluatee only in cases where the number of completed student appraisals is greater than 10, or 60% of the enrollment for classes with fewer than 10 students for that section. In cases where the number of completed appraisals is less than 10 (or 60% for classes with fewer than 10 students), the Dean (or designee) and Department Chair (or designee) shall be notified that the course was surveyed but the sample was inadequate. The Appraisal Summary Form will be distributed to the Dean (or designee), Department Chair (or designee), and evaluatee within 10 days after the submission of grades for the semester for classroom faculty or after completion of the semester for non-classroom faculty whenever possible, but never more than 2 weeks after the start of the subsequent semester. Summary forms may be provided via email. The Student Appraisal Forms (Forms B1 and B2 in Appendix D) shall not be maintained as part of the evaluation materials in the personnel file except at the faculty member's request.
- 12.3.B.(6) Signed student complaints and commendations that have been placed in the faculty member's personnel file in accordance with Article 10, Sections 3 and 4, will be forwarded to the Committee. This shall include verified electronic communications.
- 12.3.C. **Self-Appraisal** (Form A1, in Appendix D)
- 12.3.D. **Observation.** Each evaluator will arrange an observation as part of their evaluation of a faculty member. The following shall apply to all observations without regard to their modality:
- 12.3.D.(1) The evaluatee shall receive notification of any observation no later than one (1) week before the observation will occur.
- 12.3.D.(2) Observations shall last no less than fifty (50) minutes, whenever possible, and shall last no more than one (1) hour in any circumstance.
- 12.3.E. **Conference(s).** A conference shall be held between the faculty member being evaluated and the faculty member's Evaluation Committee to discuss the results of the evaluation process components as designated in Sections 12.3.A-D. For observation scheduling purposes and/or the establishment of areas of evaluation, a conference between the evaluatee and the Evaluation Committee may occur at the request of the evaluatee prior to the first observation. Such requests shall not be unduly denied. Conferences may occur remotely using remote meeting technology.



**12.4 Observations of non-classroom faculty**

- 12.4.A. Each faculty Committee member will observe a different session (i.e., one-on-one appointments, group appointments, workshops, orientations, class presentations, etc.).
- 12.4.B. In-person, non-classroom assignments may be evaluated through an activity, selected by the Dean or designee, that is relevant to the unit member's assignment to be observed. As appropriate to the selected activity, the unit member may need to obtain advance approval of a student for the observer to participate in the activity.
- 12.4.C. Remote non-classroom assignments may be evaluated through online activity, selected by the Dean or designee, that is relevant to the unit member's assignment to be observed. As appropriate to the selected activity, the unit member may need to obtain advance approval of a student for the observer to participate in the activity.

**12.5 Observations of classroom faculty**

- 12.5.A. Each faculty Committee member will observe a different section.
  - 12.5.A.(1) When only two (2) sections are assigned, faculty observers shall observe different sections.
  - 12.5.A.(2) When a single (1) section is assigned, faculty Committee members shall observe on different dates.
  - 12.5.A.(3) When an evaluatee teaches courses in more than one modality, at least two modalities must be observed.
    - 12.5.A.(3)(i) When a faculty member is assigned to teach in more than one modality, observations shall occur in at least two (2) modalities and two (2) observations shall occur in the modality that forms the majority of the faculty member's teaching schedule.
  - 12.5.A.(4) The following may be considered separate courses for the purpose of evaluation observations:
    - 12.5.A.(4)a. A lecture and lab listed under the same CRN, but separate in time and/or space.
    - 12.5.A.(4)b. The in-person and asynchronous components of a hybrid class.
  - 12.5.A.(5) Tenure review observations shall follow the procedures defined in Article 11 and shall allow two evaluators to attend the same section during the first scheduled visit.
- 12.5.B. In-person/on-site sections will be evaluated using in-person observations that shall occur during a regularly scheduled class meeting, or in the regular on-ground location where services are provided.
- 12.5.C. Synchronous Distance Education sections delivered through a remote meeting technology (e.g., Zoom) will be evaluated through remote observations consisting of attendance of a regularly scheduled remote meeting.

12.5.D. Asynchronous Distance Education sections will be evaluated by virtual observations through the District LMS. This observation shall involve no more than one hour of observation to occur within a 7-day period of LMS access, typically opening on a Tuesday and closing the following Monday. All faculty evaluators of DE courses must be certified under Article 23.4.

12.5.D.(1) Virtual observations of Distance Education courses shall occur within the District LMS. The observation evaluation shall be recorded on Form A2, including an Overall Evaluation Rating and a Distance Education Rating. The Distance Education Rating shall be limited to the following components:

- a) Modules page – general organization.
- b) Homepage and Introductory Module – general organization and welcoming tone
- c) Syllabus – general observation, grading standards, and course expectations (a syllabus must also be provided in the form of an ADA compliant document file).
- d) Regular, substantive interaction as evidenced by a contact/communication policy (from syllabus or contact/communication page in LMS) and instructor feedback on students' work, such as discussions, and assignments in the module observed. Faculty may choose to provide additional anonymized examples of instructor-to-student communication such as: announcements, discussion posts, assignment feedback, or other evidence of communication.
- e) One specific instructional module which corresponds with the dates of the observation week. When agreed upon by the faculty member being observed and the observer, the observation may take place in a recently completed module to illustrate a completed discussion or other instructional activity.

12.5.D.(2) Evaluation rubrics that have been developed outside of the Agreement (e.g., POCR, Peralta Equity Rubric, CVC-OEI Rubric) shall not be used to evaluate a faculty member teaching a DE course.

12.5.D.(3) Automated ADA-compliance assessment tools (e.g., Ally) have been shown to provide inaccurate information regarding ADA compliance and shall not be utilized during faculty evaluations.

12.5.D.(4) Instructional Technologists/Designers shall have no role in the evaluation of Distance Education courses other than to add/remove evaluators from the course for the purpose of evaluation.

12.5.E. Hybrid courses may be evaluated through an in-person and/or virtual observation.

12.5.E.(1) Faculty teaching courses in a HyFlex modality shall not be evaluated negatively based on HyFlex technology not working properly during day of observation.

## **12.6 Evaluation Schedule**

The following schedule will be followed for evaluation purposes:

12.6.A. Tenured/contract faculty members shall be evaluated at least once every three years.

- 12.6.B. Temporary full-time faculty shall be evaluated during the first semester of employment and annually thereafter.
- 12.6.C. Non-contract faculty shall be evaluated once during the first semester of employment with the District and at least one more time within their first four (4) semesters of employment with the District.
  - 12.6.C.(1) For newly-hired non-classroom faculty assignments, evaluation shall commence no sooner than 8 weeks into the assignment.
  - 12.6.C.(2) Retired contract faculty returning to service as non-contract faculty shall be evaluated in their first semester as stated in Section 5.6.C.(4).
- 12.6.D. Non-contract faculty on the longevity list shall be evaluated once every six (6) semesters, with the exception of remedial evaluations as defined in Section 12.8.
- 12.6.E. Advance notice of the commencement of the evaluation process will be given, whenever possible, at least two (2) weeks before the first observation.

**12.7 Committee Composition, Materials, Process, and Timeline**

**12.7.A. Committee Composition**

The evaluation shall be conducted by a three (3) person Evaluation Committee convened by the Dean and consisting of the following members: I) the Dean, or administrative designee; II) the Department Chair/Coordinator, or faculty designee; and III) a faculty member selected by the evaluatee.

- 12.7.A.(1) The co-chairs shall be the Dean, or administrative designee, and a faculty member (either II, or III, from the list above) selected by the evaluatee.
- 12.7.A.(2) In the event that a Department Chair/Coordinator designates someone to serve on an evaluation committee in their stead to more closely align committee membership with the evaluatee's discipline, such a designee has the right to refuse this designation.
  - 12.7.A.(2)a. An evaluatee has the right to refuse the Chair's designee, but not more than once per evaluation. In the event that there are Departmental Co-Chairs, or a Department Chair and an Assistant Chair, the evaluatee shall determine for the purpose of more closely aligning committee discipline expertise with that of the evaluatee which of the Co-Chairs/Department Chair/Assistant Chair shall serve in the capacity of 12.7.A.(1).
- 12.7.A.(3) Unless a faculty designee is appointed, the Department Chair/Coordinator/Assistant Chair must serve as a member of the Evaluation Committee.
  - 12.7.A.(3)a. The Chair/Coordinator/Assistant Chair or designee cannot be removed by the evaluatee unless the evaluatee can demonstrate that the Chair/Coordinator/Assistant Chair or designee may not be fair and impartial to the evaluatee.

12.7.A.(3)b. This claim of unfairness/partiality must be made by the evaluatee in writing and approved or denied in writing by the College President. Failure of the College President to respond in writing within ten (10) working days shall constitute the removal of the evaluator in question.

12.7.A.(4) Faculty evaluators shall come from the evaluatee's discipline.

12.7.A.(4)a. If there is not a sufficient number of faculty available in the evaluatee's discipline, faculty from a related discipline on campus shall be considered.

12.7.A.(4)b. If there is not a sufficient number of faculty available in a related discipline at the College, faculty in the discipline or a related discipline from another District college shall be considered.

#### 12.7.B. Evaluation Materials

Materials submitted by the evaluatee:

12.7.B.(1) Classroom faculty: The evaluatee will provide the Evaluation Committee with materials demonstrating course preparation and adherence to Course Outline(s) of Record. The material may include course syllabi, grading standards, classroom expectations, samples of student work, class assignments, calendar, class handouts, tests and any other documentation that the evaluatee considers relevant. Whenever possible, this packet of materials will be made available to Committee members at a central location or may be provided in digital form at the discretion of the evaluatee, within a week prior to the site visitation. For Distance Education, the documents listed above may be observed in the course management system where described in 12.5.D.(1).

12.7.B.(2) Non-classroom faculty: The evaluatee will provide the Evaluation Committee with materials demonstrating assignment preparation and adherence to assignment description, training, professional development, best practices implemented, and any other documentation that the evaluatee considers relevant to their role. These materials will be shared with the Committee within a week prior to the observation.

#### 12.7.C. Process

The process for faculty evaluation shall consist of the following procedures:

12.7.C.(1) Completion of Student Appraisal Summary by the Dean or designee.

12.7.C.(1)a. Student appraisals shall not commence until week five (5) of the semester except in the case of short-term (early or late start) courses where the student appraisals may commence at the start of the third (3<sup>rd</sup>) week of the class.

12.7.C.(1)b. Student Appraisal Summary Forms shall be made available to Evaluation Committee members prior to the final evaluation conference where the number of completed student appraisals is greater than 10 (or 60% of the enrollment for classes with fewer than 10 students) for that section. When the Summary Report includes fewer than ten (10) responses, the

Committee shall note that the appraisals were not received or considered as part of the evaluation.

- 12.7.C.(2) A self-appraisal shall be reported on Form A1, located in Appendix D. (Hereafter, all evaluation forms referred to in this Article are located in Appendix D.) The self-appraisal must be turned in before the final evaluation conference. Should an evaluatee fail to submit the required self-appraisal, that will be noted in the evaluation, and the evaluation shall be submitted as complete.
- 12.7.C.(3) Observations made by the members of the Evaluation Committee on Form A2.
  - 12.7.C.(3)a. Observations shall not commence until week 8 of the semester, except in the case of short-term (early or late start) courses where observations may commence at the 40% point of the calendar duration of the course.
  - 12.7.C.(3)b. Evaluation Committee members shall each provide separate individual ratings on Form A2 for an evaluator's overall rating, that integrates the Distance Education Rating, where applicable.
- 12.7.C.(4) The Evaluation Committee shall complete an evaluation summary (Appendix D, Form C1).
  - 12.7.C.(4)a. The evaluation committee shall meet in conference with the faculty member being evaluated to discuss the results of the evaluation process, self-appraisal and student appraisal summaries. At this conference, the Evaluation Committee shall provide ratings on Form C1 for:
    - (i) A Committee Overall Rating that integrates the Distance Education Rating where applicable.
  - 12.7.C.(4)b. In cases where the faculty member receives a Committee Overall Rating of Needs Improvement or Unsatisfactory, an improvement plan (see Section 12.8) will also be discussed at this meeting and a copy of the Improvement Plan shall be provided to the faculty member no later than one week after the final evaluation meeting while the full evaluation packet is being collated and routed for signatures. The Improvement Plan shall also be included as part of their evaluation packet.
- 12.7.C.(5) The Dean or designee shall forward all forms to the appropriate College President for their final review and recommendation, with a copy to the appropriate Vice President as information. The College President shall complete a Summary Evaluation Report (Appendix D, Form C4).

12.7.D. Timeline

- 12.7.D.(1) Except as provided in other sections of the Agreement, the prescribed evaluation timelines in this Article shall be followed and exceptions should be rare, documented, and mutually agreed upon by the Committee members and the evaluatee. Because the

evaluation process is a critical part of faculty development, failure to follow prescribed evaluation timelines should be a rare exception.

- 12.7.D.(2) Evaluations shall commence no sooner than the 4<sup>th</sup> week of a regular term and conclude by the 16<sup>th</sup> week of the same term in which it began, except as stated in Section 12.6.C.
- 12.7.D.(3) For short-term classes, evaluations shall begin no sooner than the 40% point of the calendar duration of the course and shall conclude by the end of the regular term.
- 12.7.D.(4) In cases where the faculty member is hired after the start of the semester, evaluation timelines shall be adjusted such that no site visits or student evaluations occur until at least one (1) month after the employee's first day on the job. In the case of late semester hires, where the employee is on the job for less than one month in that semester, the first official evaluation shall not occur until the next semester of employment.

## **12.8 Reduction in PAL and Loss of Longevity**

- 12.8.A. If a faculty member receives a Committee Overall Rating of "Needs Improvement" or an "Unsatisfactory" evaluation based on the majority of the Committee member recommendations and forwarded on the summary/overall evaluation form (Appendix D, Form C1), the Evaluation Committee shall provide the faculty member with a written Improvement Plan that specifies what they must do to receive a "Satisfactory" on the subsequent term's follow-up evaluation.
  - 12.8.A.(1) The Improvement Plan must be reasonable and measurable; i.e., the terms and conditions established by the Plan must be achievable and progress towards objectives that can be tracked with tangible evidence.
  - 12.8.A.(2) When the Improvement Plan specifies the need for improvements in Distance Education, the Improvement Plan recommendations must be based on established District/campus standards for conducting Distance Education classes.
    - 12.8.A.(2)a. A faculty member receiving an Improvement Plan that specifies improvement in DE instruction shall be provided with a template shell in the District LMS containing editable models of elements evaluated on the Distance Education Instruction form (e.g., welcoming homepage, introductory module) as well as information on achieving ADA compliance (e.g., formatting pages, captioning of videos) and providing regular substantive interaction.
  - 12.8.A.(3) The follow-up evaluation shall be conducted the following regular term that the faculty member teaches, but not until at least two (2) months have elapsed from the date of the meeting at which the evaluatee received the Improvement Plan from the Evaluation Committee.
    - 12.8.A.(3)a. If the Improvement Plan predominately relates to Distance Education components, the follow-up evaluation shall occur in the next semester when a Distance Education course is assigned.

- 12.8.B. If a faculty member receives a Committee Overall Rating (on Form C1) of “Unsatisfactory” OR two (2) consecutive Committee Overall Rating (on Form C1) of “Needs Improvement,” the faculty member’s PAL shall be reduced to 0.2, or not less than one (1) class.
- 12.8.C. A faculty member will be removed from the longevity list in either of these two scenarios listed below:
- 12.8.C.(1) Upon receiving Committee Overall Ratings of “Unsatisfactory” (on Form C1) in two (2) consecutive regular terms [See Section 5.6.C.(2)].
- 12.8.C.(2) Any combination of Committee Overall Ratings of “Needs Improvement” or “Unsatisfactory” (on Form C1) in three consecutive regular terms [See Section 5.6.C.(2)].

### **12.9 Record Keeping**

- 12.9.A. Upon completion of the evaluation process the following forms will be included in the faculty member’s personnel file (if applicable):
- 1) A1: Faculty Self-Appraisal Report for Full/Part Time Faculty
  - 2) A2: Administrator and Peer Evaluation for Faculty
  - 3) B3: Summary of Student Evaluation of Teaching Effectiveness
  - 4) B4: Summary of Student Evaluation of Counselor/Librarian Effectiveness
  - 5) C1: Summary Administrator and Peer Evaluation Form for Non-Contract and Contract Tenured Faculty
  - 6) C4: President’s Summary Evaluation Report
- 12.9.B. The College President or their designee shall be responsible for administering the evaluation process for contract and non-contract faculty. The College President or their designee shall form committees as specified in this Article, establish deadlines in conformity with the Article, process necessary evaluation documents, and forward materials to the Evaluation Committee as required.

### **12.10 Accreditation Reviews**

The Federation and the District recognize that outside evaluations of faculty performance will occur as a result of the accreditation process. The Federation and the District agree to the following provisions when considering outside evaluations resulting from the accreditation process:

- 12.10.A. Outside performance evaluations, such as those that occur during accreditation, are not part of the evaluation process described in this CBA.
- 12.10.B. Information from outside performance evaluations shall not be discussed during performance evaluations as described in this CBA.
- 12.10.C. Information from outside performance evaluations shall not be placed in a faculty member’s personnel file.
- 12.10.D. Outside evaluations, of classes or services provided by faculty, shall occur only during the regular accreditation review except where required for specific accreditation or certification processes (e.g., Automotive, Nursing).

**Article 13: Department Chairs**

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**13.1 Department Chairs**

The number and designation, creation, rearrangement, and deletion of Department Chairs shall be established by the District.

13.1.A. The Department Chair will be a faculty member nominated at an advertised department meeting and elected by secret ballot. Voting may occur via one of two methods at the discretion of the Department and as decided at the nomination meeting:

- Option One will be to vote by secret ballot at a subsequent advertised department meeting by those present at the meeting.
- Option Two will be to vote by secret ballot over the span of an announced one-week period where the ballots are submitted by the double envelope signed secret ballot method.

In both Option One and Option Two voting shall be done by contract and non-contract faculty members of the department. Managers shall not be in attendance, or involved in, this process. Notice of both meetings shall be at least one week (7 calendar days) prior to advertised meetings regarding the nomination or election of a Department Chair. The Department Chair is subject to approval by the College President. In the event the College President fails to approve the elected chair, the department faculty will submit another name for approval to the College President. In the event the department members decline or fail to select a Department Chair, the Dean/immediate supervisor shall recommend a faculty member to the College President. Any faculty member so recommended may refuse to serve as Department Chair.

13.1.B. A Department Chair will serve a term of two (2) years. Leaves of absence (e.g., sabbatical leave, parental leave) shall not pause or extend the two-year term. In the case of protected leave (e.g., Family and Medical Leave, Pregnancy Disability Leave), the chair shall continue to receive any additional pay described in this Article during the period of the leave.

13.1.B.(1) For leaves of a semester or more, a temporary replacement Department Chair will be elected following steps stated in Section 13.1.A. above. The term of the replacement Department Chair shall be for the duration of the leave or until the end of the current term of the Department Chair assignment, whichever is shorter.

13.1.B.(2) For leaves of less than a semester, the Department Chair and Dean will work together to determine whether a temporary replacement is necessary to cover specific tasks requiring timely completion by a faculty member. Duties may be assigned by mutual agreement to one or more faculty members in the department. The number of hours to be paid shall correspond to the specific tasks and shall be determined by mutual agreement of the Dean and faculty member(s).

13.1.C. A department may be composed of one or more disciplines. All faculty members will be assigned to a department by the appropriate College Vice President. Proposals to form or modify departments may originate either from discipline faculty or by administrative initiative.

13.1.D. At the end of the first year of the Department Chair's two (2) year term, the Department Chair shall be evaluated by the Dean/immediate supervisor, and by faculty members in the department,



using the criteria listed in Section 13.1.I. on Form C3 in Appendix D. Evaluations of Department Chairs will be submitted for review to the appropriate College Vice President who will make recommendation to the College President.

13.1.E. A Department Chair may be removed from the assignment by the College President for unsatisfactory performance, budget considerations, or at the written request of a majority of the contract and non-contract department members.

13.1.F. Reassigned time shall be computed using an average of the total number of faculty assigned at census date in Fall and Spring semester of the previous academic year. The total number of faculty shall be calculated as the sum of 1 FTEF for each full-time tenured contract employee regardless of reassigned time for any full-time employee (but for full-time contract employees assigned to more than one discipline, their load shall be pro-rated in this calculation to that which is relevant to the Department assigned) and 0.2 for each hourly faculty member (regardless of each individual work offer/assignment).

If there is significant change to the size of the department due to a college reorganization of departments, the release time will be recalculated using the previous academic year's census data for the new combination of disciplines in the department.

13.1.F.(1) Full-time faculty will receive reassigned time for Department Chair duties based on the table below.

Reassigned Time Based on FTEF		
Lower Range	Upper Range	FTEF Release Time
0	3.0	0.2
3.1	6.0	0.3
6.1	9.0	0.4
9.1	12.0	0.5
12.1	15.0	0.6
15.1	18.0	0.7
18.1	Or More	0.8

Part-time faculty who serve in a Department Chair capacity will receive the equivalent load of reassigned time listed above. In the event the Department Chair reassigned time due a part-time faculty member elected to the position exceeds the maximum currently allowed by Education Code §87482.5, an Assistant Chair may be elected to share the duties of the Chair and shall be entitled to a pro-rata share of reassigned time as defined in Section 13.1.H.

13.1.F.(2) **Monthly Salary Differential**

A monthly salary differential of \$275 for a total of ten months will be paid to each Department Chair who qualifies for any reassigned time for the assignment of a Department Chair. This salary differential shall be added to the contract faculty member's regular salary for STRS purposes if allowed by STRS.

- 13.1.F.(3) Hourly pay to participate in, and coordinate evaluation of, and interface with, hourly faculty.

For every hourly faculty member in the department determined by the average of the number of hourly faculty members at the end of the previous academic year's Fall and Spring terms, the Department Chair shall be paid a total for the year of one hour of pay at the appropriate hourly rate.

- 13.1.F.(4) **Additional Weeks of Employment per year**

Department Chairs will be granted one additional week of employment per year to be jointly scheduled by the Dean/immediate supervisor and the Department Chair. If the Department Chair is granted .6 or greater reassigned time pursuant to this provision, then that Department Chair also shall be granted an additional one week of employment per year (for a total of two additional weeks of employment) to be jointly scheduled by the Dean/immediate supervisor and the Department Chair. If a department has 20 FTEF or more faculty over the previous year's Fall and Spring terms, then the Department Chair will be granted two additional weeks of employment per year (for a total of three additional weeks of employment) to be jointly scheduled by the Dean/immediate supervisor and the Department Chair. Additional weeks shall be added to the contract faculty member's regular salary for STRS purposes if allowed by STRS.

- 13.1.G. All Department Chairs who have not served as a Department Chair nor received Chair orientation during the last two (2) years shall be required to participate in Department Chair orientation not to exceed two (2) hours. Said orientation shall be jointly held by the Federation and management.

- 13.1.G.(1) When possible, it is preferred that outgoing Department Chairs will provide mentorship to incoming Department Chairs.

- 13.1.H. At the request of a duly elected Department Chair, the department may elect an Assistant Chair or Co-Chair, in accordance with the procedures set forth in Section 13.1.A, to share the departmental duties of the chair. The Assistant Chair or Co-Chair is subject to approval by the College President.

- 13.1.H.(1) An Assistant Chair, or Co-Chair, elected under this subsection will be appointed for a term of one year, not to exceed the term of the duly elected Department Chair. The Assistant Chair or Co-Chair shall assist the Department Chair in the performance of their duties.

- 13.1.H.(2) An Assistant Chair, or Co-Chair, assigned to perform faculty evaluations and orientations shall be entitled to a pro-rata share of the hourly pay to which the Department Chair is entitled under section 13.1.F(3).

- 13.1.H.(3) An Assistant Chair, or Co-Chair, assigned to the Department Chair with duties other than evaluation shall receive a pro-rata share of the release time calculated in Section 13.1.F.(1) that would have been provided to the Department Chair.

13.1.I. The Department Chair shall provide leadership to the department and shall assist the Dean/immediate supervisor in duties such as:

- 1) Recruiting, selecting, and orienting new faculty and classified employees who will be assigned to the department.
- 2) Developing the department's instructional/non-instructional schedule.
- 3) Developing and revising curriculum, including course outlines and course and catalog descriptions.
- 4) Evaluating faculty in the department.
- 5) Planning and facilitating department meetings, including ensuring the preparation and distribution of minutes.
- 6) Communicating with students, faculty, and other employees.
- 7) Representing and serving as liaison/advocate for, the department within the College/District.
- 8) Facilitating processes for program review and student learning outcomes/service unit outcomes assessment.
- 9) Suggesting substitute classroom and non-classroom assignments as needed.
- 10) Participating in the department's budget process.
- 11) Coordinating the review of requisite challenges or course placement exams.
- 12) Demonstrating sensitivity in working with students of diverse racial, ethnic, and cultural backgrounds; sex, gender, and sexual orientation; age, socioeconomic status, language, and veteran status; religion, political perspective and lifestyles; as well as physical and mental abilities.

### **13.2 Coordinators**

In departments with a Coordinator, including but not limited to, DSPS, EOPS, Athletics, Library, Nursing, Career Center, Transfer Center and Off-Campus Programs, the Coordinator shall function similarly to a Department Chair. However, a Coordinator is assigned to oversee specialized programs or clusters of programs, and is compensated differently than Department Chairs. All other departments will have a Department Chair. The duties of a faculty Coordinator shall be determined and assigned by the District and immediate supervisor. In some departments, such as Athletics, the Coordinator may be referred to as Director.

The Coordinator shall provide leadership to the department and shall assist the Dean/immediate supervisor in duties such as:

- 1) Recruiting, selecting, and orienting new faculty and classified employees who will be assigned to the department.
- 2) Developing the department's instructional/non-instructional schedule.
- 3) Developing and revising curriculum, including course outlines and course and catalog descriptions.
- 4) Evaluating faculty in the department.
- 5) Planning and facilitating department meetings, including ensuring the preparation and distribution of minutes.
- 6) Communicating with students, faculty, and other employees.
- 7) Representing and serving as liaison/advocate for, the department within the College/District.

- 8) Facilitating processes for program review and student learning outcomes/service unit outcomes assessment.
- 9) Suggesting substitute classroom and non-classroom assignments as needed.
- 10) Participating in the department's budget process.
- 11) Coordinating the review of requisite challenges or course placement exams.
- 12) Demonstrating sensitivity in working with students of diverse racial, ethnic, and cultural backgrounds; sex, gender, and sexual orientation; age, socioeconomic status, language, and veteran status; religion, political perspective and lifestyles; as well as physical and mental abilities.

13.2.B. Coordinators will be evaluated following the same evaluation process and timelines established in Articles 11 and 12 using the appropriate faculty evaluation form and Form C3 in Appendix D.

### **13.3 Facilitators**

The number and designation of Facilitators shall be established by the College President. The duties of a Facilitator shall be determined and assigned by the immediate supervisor. All Facilitator positions will be advertised at the College at least ten (10) working days prior to selection. The appropriate manager shall interview qualified applicants and make a recommendation to the College President.

Exceptions to the above shall be made for facilitator hours related to the following assignments:

- EOPS Counselor/Coordinator
- Disabled Student Programs and Services (DSPS)
- Student Health Services Coordinator

13.3.A. A Facilitator differs from a Department Chair in that the former is responsible for such things as a facility, activities, programs, special functions, events, or campus services. A Facilitator does not participate in the evaluation of faculty.

13.3.B. The extra duties of a facilitator shall be compensated at the appropriate established non-contract hourly rate.

13.3.C. Contract or non-contract faculty members serving as facilitators may have additional hourly assignments in combination with the facilitator assignment as specified in Section 5.6.B.

13.3.D. Non-contract faculty shall continue to accrue non-contract longevity during their service as facilitator.

**Article 14: Transfers**

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- 14.1 A transfer is a change of college location within the District of a contract faculty member within the same position classification and discipline.
- 14.2 **Voluntary Transfer:** A qualified contract faculty member who has applied for voluntary transfer and has the concurrence of the department to which they wish to transfer may be allowed to transfer to another college with the approval of the receiving Division Dean and College President and the Chancellor or their designee. If more than one qualified faculty member applies for voluntary transfer to the same available position, District seniority shall be the determining factor when two or more such applicants are equally qualified in terms of credentials, major and minor fields, evaluations, and experience. All contract faculty members shall be notified by the District mail of initial available openings at least three days before publication of any public announcement. Qualified contract faculty members who have applied for voluntary transfer to an available contract position prior to public announcement of such position shall receive first consideration for transfer to such position but thereafter shall be considered part of the overall applicant pool.
- 14.3 **Involuntary Transfer:** If enrollment decrease or cancellation or relocation of classes or programs requires the relocation of contract faculty among the colleges, all reasonable effort will be made to:
- 14.3.A. Accomplish such relocation by means of voluntary transfers as set forth in Section 14.2, 14.5; or
- 14.3.B. Avoid such relocation by such voluntary reassignments within the College as the College President may approve.
- If such relocation cannot be accomplished by voluntary transfers, District seniority of contract faculty members possessing needed qualifications within the relevant department and discipline shall prevail. A contract faculty member who has been involuntarily transferred shall have first right to be transferred to any available contract opening in their former department, discipline, and college for a period of 39 months following such involuntary transfer. Such right may be extended thereafter by the faculty member's filing of a yearly written notification with the District's Human Resources Office.
- 14.4 Whenever used in this Agreement, "District Seniority" shall mean a contract faculty member's continuous service, including all authorized paid and unpaid leaves of absence, since the date that such faculty member first rendered paid contract service or accepted employment, in the District. Except as otherwise required by State law, application of District Seniority shall not be utilized to deprive unit members of benefits that would otherwise be enjoyed as a result of this Agreement.
- 14.5 A temporary transfer is a change of college within the District of a contract faculty member with the same position, discipline, and classification to serve during the absence of a faculty member on leave or to fill a temporary vacancy at another college. A temporary transfer shall be limited to contract faculty members who have been granted tenure and is limited to periods not to exceed 1 year. The selection procedure for temporary transfer shall be the same as the procedure described in Section 14.2, except the transfer shall require the approval of the Division Dean, and College President at both colleges. After completion of the temporary transfer assignment, the faculty member will return to their original campus.
- 14.6 A temporary voluntary exchange is a voluntary transfer between two faculty members each to the other's position. Temporary exchanges are limited to contract faculty who have been granted tenure, have the same positions, disciplines, and classifications and work at different colleges. Temporary

exchanges are limited to periods not to exceed one year and must be initiated by the two faculty members seeking the exchange. Temporary exchanges must have the concurrence of the departments, the affected Division Deans and College Presidents. Temporary exchanges may be extended and/or made permanent upon agreement of all the parties to the initial exchange. A request for a permanent exchange must be made before the completion of the voluntary exchange.

**Article 15: Resignation**

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- 15.1 A resignation is a voluntary statement in writing on the part of a faculty member that they wish to terminate employment with the District.
- 15.2 If a resignation of a contract assignment is submitted with a proposed effective date that falls within the academic year, the District will make all reasonable efforts to secure a suitable replacement or replacements not later than the beginning of the following academic semester. However, the effective date of such resignation shall be subject to such extension, up to the end of the academic year, as the Chancellor may direct if the District would be unable to maintain continuity of its educational program because of its inability to obtain a suitable replacement from among a satisfactory applicant pool.
- 15.3 A faculty member may resign in writing from their non-contract assignment at any time. Such resignation shall be submitted to the faculty member's assigned Dean, who shall then submit it to the Chancellor or designee. A faculty member shall have the right to withdraw their resignation within 7 calendar days of its submission to the Dean. If the submission is not withdrawn within 7 calendar days, the resignation is final when accepted by the Chancellor. Any request to withdraw the resignation must be made in writing and submitted to the Chancellor or designee.
- 15.4 Resignation of contract assignments at a college shall be submitted in writing, preferably on the Academic Resignation Form, to the College President, who shall submit it to the Chancellor or designee. A faculty member shall have the right to withdraw their resignation within 7 calendar days. The resignation is final when accepted by the Chancellor. Any request to withdraw the resignation must be made in writing and submitted to the Chancellor or designee.

**Article 16: Grievance Procedure**

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- 16.1 **Preface.** It is the intent of the parties to this Agreement that any complaint which might later constitute a grievance be resolved at the earliest practicable stage. Therefore, every effort to resolve such complaints through informal conferences between the parties involved should be made without recourse to the grievance procedure. Since these informal conferences are not intended to be part of this grievance procedure, the discussion of any matter in such informal conferences shall not be considered a waiver of the right of any party to later raise a complaint or defense in the grievance procedure if the informal conferences are unsuccessful in resolving the complaint.
- 16.1.A. A grievance is a written complaint alleging that there has been a refusal to apply this Agreement or a misinterpretation or misapplication of the terms of this Agreement.
- 16.1.B. For the purposes of this procedure, a grievant may be an individual faculty member, except the Federation may file a grievance on Article 17, Federation Rights. Any grievant shall be entitled to a Federation representative at any stage of the grievance procedure. Nothing herein shall preclude any grievant from filing and processing their grievance without the assistance of a representative.
- 16.2 A grievance shall be submitted on the grievance form appended hereto as Appendix C. This form shall be provided by the District and shall be available at the District Office, the Office of the President of each College, and from the Federation.
- 16.3 Written notification or decisions to be provided under this grievance procedure may be hand delivered to the appropriate person or left with a person in charge of the office of the appropriate person, or mailed by certified U.S. mail, return receipt requested. If hand delivered, the date of such delivery shall be considered the date of submission. If mailed by certified U.S. mail, the postmark shall be considered as the date of submission.
- 16.4 During the processing of faculty member grievances, both the grievant and the District shall make a good-faith effort to provide available records and documentation in support of any position taken, provided that materials contained in the personnel file of faculty members other than the grievant shall be made available only with the consent of such faculty members. The grievant shall be deemed to have given such consent by the filing of their grievance.
- 16.5 No faculty member submitting a grievance with the assistance of a representative shall be required or requested at any stage of the grievance procedure to discuss privately with any District manager any aspect of the submitted grievance without the presence of such representative.
- 16.6 All reasonable efforts should be made to schedule meetings to discuss grievances pursuant to this grievance procedure so as to minimize disruptions of the work assignments of the faculty. The grievant, one Federation representative, and any witness requested or agreed upon by District management, may attend such meetings with District management without loss of compensation and, if requested, substitutes will be provided at District expense.
- 16.7 No grievance shall be resolved without first affording the Federation an opportunity to review the grievance, all evidence presented, and its proposed solution.
- 16.8 If it appears that the same grievance or substantially the same grievance has been submitted by more than one faculty member, the parties shall meet and attempt to agree upon a procedure for the handling of such grievances. If the parties agree that such grievances are sufficiently similar to create a reasonable probability that a resolution of one may produce results that should be equally applicable to



all such grievances, the grievances may be consolidated for process as a single grievance, provided that any faculty member whose grievance is affected by such consolidation shall be notified of the proposed consolidation, and may, within five (5) working days after receipt of such notice, provide the District and the Federation with written notice of their election to have their grievance processed separately.

- 16.9 All documents and communications relating to any grievance shall not be made part of any District files, personnel or otherwise, except that the District may maintain a separate confidential grievance file in the Human Resources Office. Any information contained solely in such file shall not be utilized in any evaluation or in providing any employment reference or recommendation.
- 16.10 No discrimination of any kind shall be taken against any participant in the grievance procedure by reason of such participation. Each of the formal requirements and time limitations stated herein for the processing of grievances shall be strictly adhered to, provided, however, that any such requirements or time limits may be extended or waived by the expressed written agreement of the parties. If the District's authorized representative fails to answer a grievance within the time limit specified in any step of the grievance procedure, the grievant shall have the right to appeal the grievance to the next step of the grievance procedure. Failure by the grievant to appeal a decision within the specified time limits shall be deemed an acceptance of the decision and the grievance is terminated.

16.11 Grievance Procedure

A grievance must be submitted within 15 working days after the grievant first knew, or by reasonable diligence should have first known, of the condition(s) upon which the grievance is based, provided that the time limit shall be extended by 5 working days if an informal conference is held. All deadlines in Steps I, II, and III shall not be extended except by mutual agreement in writing between parties. By mutual agreement in writing between parties, any step between and including Steps I and IV, may be passed over for the next step.

**STEP I: IMMEDIATE SUPERVISOR**

If the informal conferences fail to resolve satisfactorily a complaint, the aggrieved faculty member may submit the grievance in writing to their appropriate immediate supervisor and appropriate Dean. Either party may request and shall promptly receive a meeting to discuss the grievance to the grievant and to the Federation within ten working days after its submission.

**STEP II: COLLEGE PRESIDENT**

If the grievant is not satisfied with the written decision in Step I, they may appeal the decision within five working days after the receipt of the written decision in Step 1 to the College President and/or Dean under whose jurisdiction the grievance occurred. Either party may request and shall promptly receive a meeting to discuss the grievance. The College President shall render a written decision to the grievant and to the Federation within ten working days after submission of the appeal.

**STEP III: CHANCELLOR**

If the grievant is not satisfied with the written decision in Step II, they may appeal the decision within five working days after the receipt of the written decision in Step II to the Chancellor or designee. Either party may request and shall promptly receive a meeting to discuss the grievance. The Chancellor or designee shall render a written decision to the grievant and the Federation within ten working days after submission of the appeal.

**STEP IV: MEDIATION**

If the grievant is not satisfied with the written decision in STEP III, the Federation may appeal the grievance on their behalf to Step V, or, at the written request of either the grievant, the Federation or the District, within five working days after the grievant's receipt of the written reply in Step III, the grievance shall first be submitted to a conciliator of the California State Mediation and Conciliation Service for mediation and recommendation.

**STEP V: ARBITRATION**

- A. If the grievant is not satisfied with the written decision in Step III (or the recommendation in Step IV, if applicable), within ten working days after receipt of the written decision in Step III (or the recommendation in Step IV, if applicable), the Federation may notify the Chancellor or their designee in writing of its request to have the grievance submitted to binding arbitration.
- B. The Federation and the District shall attempt to agree upon an arbitrator, and if no such agreement can be reached, the parties shall jointly request that the California State Mediation and Conciliation Service supply a panel of seven names of arbitrators. The parties shall thereafter meet and determine the choice of first strike from such a list by lot, and alternatively strike names from such list until a single name remains.
- C. The fees and expenses of the arbitrator and the hearing shall be borne equally by the District and the Federation. All other expenses, including fees for witnesses, or the cost of substitutes for witnesses, shall be borne by the party incurring them.
- D. The arbitrator shall, as soon as possible, hear evidence and render a decision on the issues that were submitted to arbitration. If the parties cannot agree upon a summary of the issues, the arbitrator shall determine the issues by referring to the written grievance and the answers hereto at each level. In disputed cases regarding whether or not a grievance claim is within the scope of these proceedings, the arbitrator shall first rule on the arbitrability of the issue.
- E. The arbitrator shall have no power to add to, subtract from, or modify the terms of this Agreement.
- F. The District and the Federation may agree to any mutually acceptable procedure for the expedited arbitration.

**Article 17: Federation Rights**

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- 17.1 The Federation shall have the right of access to areas in which employees work, the right to use institutional bulletin boards, mailboxes, District mail and e-mail services, and the right to use institutional facilities provided that such use or access shall not interfere with nor interrupt normal District operations. Arrangements for use of District facilities shall be made in accordance with established District procedures.
- 17.2 The Federation shall be entitled to an ex-officio representative at all Governing Board meetings.
- 17.3 The District shall furnish the Federation with an up-to-date listing of all faculty members as of the October and March payroll periods and shall furnish the Federation with all election lists and a list containing addresses, hire date, and phone numbers of full-time and part-time faculty. Said information will be provided to the Federation electronically and in a paper document.
- 17.4 Sufficient copies of this Agreement shall be printed by the District to assure the availability of a copy to each faculty member and to each new faculty member offered employment during the term of this Agreement.
- 17.5 Designated representatives of the Federation and designated representatives of the Governing Board shall meet monthly at a mutually agreed upon date, time, and place to review administration of the Agreement. The provision of such meetings shall not be deemed a part of the grievance procedure or any form of negotiations, provided that such meetings may be utilized to afford Federation representatives appropriate rights to consultation under relevant provisions of the California Government Code.
- 17.6 If, during the term of this Agreement, any proposals are made to the Governing Board for changes in Governing Board policies which affect unit members' wages, hours, or other terms and conditions of employment, such proposals shall be transmitted to the Federation not less than 10 days prior to any proposed Governing Board action, and, upon request of the Federation, District representatives shall meet and negotiate with Federation representatives on issues within the scope of collective bargaining.
- 17.7 In addition to other information to be provided under this Article, District management shall make reasonable efforts to provide, within a reasonable timeframe under the circumstances, authorized Federation representatives with access to all documents of public record that would assist the Federation in carrying forth its duties of representation and administration of this Agreement.
- 17.8 The District shall not implement any recommendation of any advisory committee in any manner that is inconsistent with the terms of this Agreement.
- 17.9 Federation Release Time**
- 17.9.A. The Federation shall be entitled to 2.0FTE release time per semester.
- 17.9.B. An additional 1.0 FTE release time shall be granted for the members of the negotiations team in the academic year when regular contract negotiations for a successor CBA begin, to be distributed at the discretion of the AFT. If the 1.0 FTE release time is not fully used in the designated year, the remainder may be carried over to the subsequent year if negotiations are continuing.
- 17.9.C. Release time for non-contract faculty members may be taken as an equivalent hourly stipend (i.e., at no additional cost to the District), to be paid as "equal pay" rather than a "timesheet." The work performed under this provision by a non-contract faculty member shall be considered professional ancillary services, and consequently, shall not be used for purposes of calculating eligibility for

contract (probation) or regular (tenured) status under the Education Code. The stipend will not impact a non-contract faculty member's PAL, and shall not be considered in determining whether a faculty member is working .67 FTE under Education Code §87482.5.

17.10 The Federation shall have the right to appoint a member to the following District and college committees. AFT members serving on the district-wide committees listed in 17.10.A shall be full voting members of the committees.

17.10.A. DISTRICT-WIDE COMMITTEES

- District Chancellor's Consultation Council (DCCC)
- District Council on Administrative Services (DCAS)
- District Council on Human Resources (DCHR)
- Distance Education & Education Technology Advisory Committee (DEETAC)
- District Emergency Preparedness Committee (DEPC)
- Sabbatical Leave

17.10.B. MOORPARK COLLEGE COMMITTEES

- Fiscal Planning (Budget)
- Distance Education Committee
- Curriculum
- Professional Development\*
- Emergency Preparedness

17.10.C. OXNARD COLLEGE COMMITTEES

- Budget Committee
- Campus Use, Development and Safety
- College Planning Council
- Curriculum
- Distance Education Committee
- Professional Development\*

17.10.D. VENTURA COLLEGE COMMITTEES

- Budget Resource Committee
- Curriculum
- Distance Ed Advisory Group
- Faculty Professional Development Committee\*
- Safety and Wellness Group

\* Among other responsibilities, these committees consider issues related to the District's flexible calendar (see Article 9)

17.11 If the District creates a new committee which affects faculty members' wages, hours, or other working conditions, or affects issues related to subjects to which the Federation has a right to consult under the Educational Employment Relations Act (EERA), the District will, upon request, meet and negotiate with the Federation as to whether an AFT representative should be added to the new committee.

17.12 The Federation shall retain committee membership rights in any cases where an existing committee changes its name, splits its duties into multiple committees, transfers duties to another existing committee, or otherwise restructures.

**Article 18: Federation Security Provisions**

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- 18.1 Members of the Federation may submit to the District Payroll Office, on forms supplied by the Federation and approved by the District, requests for payroll deductions of Federation dues and for such other deductions as may have been approved by the District.
- 18.2 Service Fee**
- 18.2.A. The Federation certifies to the District that it has and shall maintain individual written authorizations for each unit member regarding payroll deductions for dues. As a result, the Federation is not required by Education Code §87833 to submit to the District a copy of an employee's written authorization in order for the payroll deductions described in this Article to be effective unless a dispute arises about the existence or terms of the employee's written authorization.
- 18.2.B. Requests to cancel or change authorizations for payroll deductions shall be directed in writing to the Federation, attention President, Ventura County Federation of Teachers, Local 1828, 816 Camarillo Springs Road, Suite B, Camarillo, CA 93012. The District shall rely on information provided by the Federation regarding whether dues deductions are maintained or canceled.
- 18.2.C. The Federation will confirm by email to the District's Chief Human Resources Officer and the Payroll Supervisor by the 10<sup>th</sup> of each month all membership cancellations received as of that date. The District will in turn take action through its payroll department to no longer deduct membership dues for former Federation members.
- 18.2.D. Payroll membership cancellations received from the Federation by the 10<sup>th</sup> of the month will be implemented by the District's payroll department in that same month's salary warrant for the employee. Notification of cancellations from the Federation received after the 10<sup>th</sup> of the month will be implemented by the District in the next month's salary warrant.
- 18.2.E. It is recognized that the Federation, as exclusive representation of all faculty members, is required to represent all such faculty members fairly without regard to Federation membership or non-membership.
- 18.2.F. The Federation agrees that it will indemnify and hold harmless the District from attorney's fees, costs, charges, fees, awards, and damages arising out of any matter commenced against the District due to compliance by the District with its obligations under this Article. The District agrees that, in consideration of the Federation's obligation hereunder, the District will notify the Federation in writing of any matter within seven days of service thereof upon the District. The District and the Federation shall both fully cooperate with each other on any matter commenced against the District. The Federation may, at its discretion, determine whether to defend, settle in whole or in part, or appeal the matter.
- 18.2.G. Any management, supervisory, or "confidential" employee who, in addition to their primary work assignment, is selected for non-contract faculty assignments as stipulated in Article 2.3 of this Agreement shall be precluded from assuming any position (elected, appointed, or other) within the Federation, as such exclusion is permissible by law.

**18.3 Remittance of Funds**

18.3.A. Funds deducted on behalf of the Federation pursuant to this Article will be remitted to the Federation within five working days of the close of the preceding pay period, provided the District shall not be responsible for delays beyond its control.

18.3.B. The District will provide the Federation with a statement accompanying the remittance indicating the amount of the deductions during the preceding pay period and the amount to be remitted to the Federation.

**Article 19: Effect of Agreement**

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- 19.1 The District shall not discriminate against faculty members because of their membership in the Federation or because of their exercise of other rights as provided in this Agreement.
- 19.2 The wages, hours, and other terms and conditions of employment expressed or implied in any individual contract of employment between the District and a faculty member shall be subject to the terms of this Agreement.
- 19.3 The Agreement shall be deemed to supersede any and all policies, rules, and regulations that are contrary to, or inconsistent with, its terms.
- 19.4 No faculty member covered by this Agreement shall suffer a reduction in preexisting salary or health and welfare fringe benefits because of the signing of this Agreement.
- 19.5 The District and its representatives shall take no action in violation of, or inconsistent with, any provision of the Agreement.
- 19.6
- 19.6.A.
- 19.6.A (1) Should any Article, Section, or Clause of this Agreement be declared illegal by final judgment of a court of competent jurisdiction, said Article, Section, or Clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violated the law. The remaining Articles, Sections, and Clauses shall remain in full force and effect for the duration of the Agreement if not affected by the deleted Article, Section, or Clause. In addition, upon the request of either party, the District and the Federation shall promptly meet and negotiate in an attempt to agree upon appropriate amendments to the Agreement with respect to any such matter declared to be illegal.
- 19.6.A(2) The entire amount of the District's share of the \$62 million state allocation for part-time salary equity shall be distributed to part-time faculty salaries in the same manner as the PREP funds are distributed. If and when legislation is passed, judicial determination made, or state funds designated concerning salary, benefits, assignment rights, or other working conditions for non-contract faculty, the parties shall meet and negotiate within 10 working days concerning any and all portions of the Agreement related to the action.
- 19.7 The parties agree, that during the negotiations which culminated in this Agreement, each party enjoyed and exercised without constraint, coercion, intimidation, or other limitation the right and opportunity to make demands and proposals or counterproposals with respect to any matter not reserved by policy or law from compromise through bargaining and that the understandings and agreements arrived at after the exercise of that right and opportunity are set forth herein.
- The parties agree, therefore, that the other shall not be obligated to negotiate or bargain collectively with respect to any subject or matter, whether referred to herein or not, even though such subject or matter may not have been in the knowledge and contemplation of either or both of the parties at the time they negotiated or signed this Agreement.
- 19.8 It is agreed and understood that there will be no strike, work stoppage, slow-down, or picketing (except lawful informational picketing) or refusal or failure to fully and faithfully perform job functions and

**ARTICLE 19**  
**Effect of Agreement**

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responsibilities or other concerted activities intended to interfere with the operations of the District by the Federation or by its officers or agents during the term of the Agreement, including compliance with the request of other labor organizations to engage in such activity. The Federation recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all faculty members to do so. In the event of a strike, work stoppage, slow-down, (or other concerted activities intended to interfere with the operations of the District) by faculty members who are represented by the Federation, the Federation agrees in good faith to take all necessary steps to urge those employees to cease such action, even if such action was without the concern or sanction of the Federation. Nothing contained in this Article shall be construed to give any right of concerted action or to waive any legal rights otherwise available to either of the parties.



**Article 20: District Rights**

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- 20.1 Except as limited by the terms of this Agreement and by applicable law, it is understood and agreed that the District retains all of its powers and authority to direct, manage, and control to the full extent of the law. Included in, but not limited to, those duties and powers are the exclusive rights to determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of service to be provided and the means of providing them; establish its educational policies, goals, and objectives; ensure the rights and educational opportunities of students; determine staffing patterns; determine the kinds and number of personnel required; maintain the efficiency of District operations; determine the curricula; build, move, or modify facilities; establish budget procedures and determine budgetary allocations; determine the methods of raising revenue; take action on any matter in the event of an emergency; and to hire, classify, assign, evaluate, promote, terminate, and discipline employees.

**Article 21: Term**

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- 21.1 Except as otherwise provided in this Agreement, the term of this Agreement shall be from July 1, 2022, until June 30, 2025.
- 21.2 In the event that either party desires to negotiate the provisions of a successor Agreement, such party shall serve upon the other, during the period from December 15, 2024, to January 31, 2025, its written request to commence negotiations as well as its proposals for any modifications or alterations of the Agreement that it proposes to include in such successor Agreement. Any Article or Section of this Agreement that either party does not propose to amend shall be presumed to be jointly proposed for continued inclusion in any successor Agreement. Upon receipt of such written notice and proposal, the other party shall promptly prepare and submit its proposals, and negotiations shall begin thereafter no later than March 1, 2025.
- 21.3 Negotiations procedures set forth in this article and Appendix A shall apply equally to both parties at all times.

**Article 22: Faculty Professional Development**

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- 22.1 The District and the Federation agree to discuss the role of the Federation regarding faculty professional development, especially as it pertains to evaluation, leaves, flex day activities, and retraining.
- 22.2 When a faculty member wishes to attend a conference or other professional development related activity that does not require professional conference leave (as stipulated in Article 8.7) but such an event does have a cost associated with attendance, the faculty member shall be eligible for requesting professional development funds, including those enumerated in Article 8.13.D.

**Article 23: Distance Education**

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- 23.1 **Definitions.** For the purposes of this Article, the definitions below apply to the following words or phrases:
- 23.1.A. **Asynchronous** is defined as a mode of online learning which does not require students to participate in scheduled or live virtual meetings.
  - 23.1.B. **California Virtual Campus** – Online Education Initiative (CVC-OEI) is a collaboration among California community colleges to increase access to online courses.
  - 23.1.C. **Distance education** (DE) is defined as instruction in which the instructor and student are separated by time and/or distance and interact through the assistance of communication technology (5 CCR § 55200).
    - 23.1.C.(1) A course in which any portion of the instructional class hours are delivered in this mode (e.g., asynchronous online, flipped classroom, hybrid, HyFlex, synchronous online) shall be considered a DE course. Except as provided herein, a DE class shall be treated the same as an on-ground course.
    - 23.1.C.(2) Classes that use web-based technology such as a Learning Management System to facilitate an otherwise in-person class or lab shall not be considered a DE class.
  - 23.1.D. **Flipped classroom** is defined as a course in which students get their first exposure to course content through readings and video lectures before attending a regularly scheduled, in-person meeting.
  - 23.1.E. **Hybrid course** is defined as a course that is taught using a combination of traditional in-person instruction and web-based online instruction (e.g., video lectures, online discussions, or activities). The amount of in-person instruction versus online instruction may vary depending on the class, discipline, and learning objectives. The online portion of a hybrid course may be delivered in either synchronous or asynchronous formats. Hybrid courses may deliver in-person content in a traditional manner or utilizing a flipped-classroom model.
  - 23.1.F. **HyFlex** (hybrid-flexible) course is defined as a course that allows each student to choose whether they wish to attend class in-person or online. Instruction in HyFlex courses is “live-streamed” for students to access remotely. Students can choose their preferred method of learning on a daily basis.
  - 23.1.G. **Learning Management System** (LMS) is defined as a software application for the administration, documentation, tracking, reporting, automation, and delivery of educational courses.
  - 23.1.H. **Online course** is defined as a course that is taught using web-based online instruction with no in-person or on-campus meetings. Online courses may be delivered in either synchronous or asynchronous formats.
  - 23.1.I. **Peer Online Course Review** (POCR) is a process through which a faculty member can voluntarily request to have their course reviewed by their peers to make it aligned with the CVC-OEI Rubric.

23.1.J. **Synchronous** is defined as a mode of online learning which requires students to participate in scheduled or live virtual meetings.

## **23.2 Rights and Limitations**

23.2.A. All contract faculty members have the right to decline a Distance Education assignment as part of their contract load without impacting their assignment in accordance with Article 5, except in cases where a demonstrated need for offering online instruction in the discipline is established and no other existing in-person options are available.

23.2.A.(1) Any contract faculty member hired June 30, 2023 or later shall not have the right to decline Distance Education assignments.

23.2.B. Instructor-created content delivered using a District LMS shall remain the property of the instructor and shall not be utilized by the District or other instructors without the permission of the creator, except in cases where a formal agreement exists between the instructor and the District for the sharing of the created content.

23.2.C. Subject to the following exceptions, Instructional Technologists/Designers shall not, without the expressed permission of the instructor, access or edit any portion of an instructor's course other than to make minor changes in the course settings. Accessing or editing courses is allowable under these unusual circumstances:

23.2.C.(1) When checking that online courses have been published on the scheduled course start date.

23.2.C.(2) In emergency circumstances when Instructional Technologists/Designers need to make a minor change (e.g., change a date to match the syllabus), but only when the faculty member has not responded to communications regarding a problem with the course after a period of at least 72 hours.

23.2.D. Subject to the following exceptions, Instructional Technologists/Designers shall not share any information regarding a faculty member's Distance Education course with administrators or other faculty members without the faculty member's consent:

23.2.D.(1) In the event an online course has not been published on the scheduled course start date.

23.2.D.(2) If the appropriate Dean or supervisor has been contacted by one (1) or more students indicating non-responsiveness from the instructor and the faculty member has not responded to communications from the appropriate Dean or supervisor after a period of at least 72 hours.

23.2.E. Courses that provide content using Distance Education but that also provide regularly scheduled on-ground instruction (e.g. Hybrid, HyFlex), may be considered on-ground for the purpose of meeting any on-ground instructional quotas.

**23.3 DE Quality Standards**

- 23.3.A. All DE courses shall comply with Title 5 regulations pertaining to course quality standards (5 CCR § 55202), instructor contact requirements (5 CCR § 55204), course approval (5 CCR § 55206), and faculty selection and workload (5 CCR § 55208). DE courses shall also comply with the Americans with Disabilities Act, Section 11135 of the California Government Code, and the policies implemented by the California Community Colleges Chancellor's Office and the Governing Board.
- 23.3.B. The District and Federation agree that the development of local DE standards shall be considered an academic and professional matter under 5 CCR § 53200. Local DE standards shall be based on the recommendations provided by the Academic Senate/Curriculum Committee.
- 23.3.C. The Academic Senate, through its subcommittees, shall approve local DE standards as part of the participatory governance process (BP 2510).
- 23.3.C.(1) DE standards shall be consistent and comparable across all District worksites and shall comply with the conditions set forth in this Agreement.
- 23.3.C.(2) When the Academic Senate and District disagree on a newly proposed DE standard, the current DE standards shall remain in place until an agreement is reached. This subsection shall not apply in cases where the current DE standards do not comply with changes in accreditation standards and/or Local, State, or Federal regulations.
- 23.3.C.(3) DE standards that have been developed outside of the VCCCD (e.g., POCR, Peralta Equity Rubric, CVC-OEI Rubric) shall not be used in place of local DE standards to determine whether a course may be offered in a Distance Education modality within the VCCCD. This does not preclude the Academic Senate from including aspects of such outside standards in the locally approved standards.
- 23.3.C.(4) Faculty may use DE standards that have been developed outside of the VCCCD to voluntarily assess their own courses (e.g., to determine whether their course meets the standards to be offered on the CVC-OEI).

**23.4 DE Training and Recertification**

- 23.4.A. The District and Federation acknowledge that determinations and judgments about the quality of DE courses must be made with the full involvement of faculty (5 CCR § 55202). The Academic Senate / Curriculum Committee shall approve all DE training as part of the participatory governance process (BP 2510).
- 23.4.B. Distance education training may be waived if the Dean and the Department Chair concur that the faculty member is sufficiently trained by an outside source to teach via distance education., covering common elements in the District-supported LMS, online teaching methods, regular and substantive interaction, and best practices.
- 23.4.C. The colleges will provide training in instructional technology, covering common elements in the District-supported LMS, online teaching methods, regular and substantive interaction, and best practices.

- 23.4.C.(1) Certification shall not be required if a faculty member does not have a Distance Education assignment.
- 23.4.D. DE trainings shall be reasonable, related to the current LMS, and comparable in terms of workload, content, and expectations across all District worksites. Non-contract faculty who are required to complete DE certification in preparation for an assignment shall be paid for DE trainings as “small projects” as described in Article 3, with a designated number of 20 hours upon successful completion of the Online Teacher Training Course. Compensation hours shall initially be set at 20 hours. Should training requirements significantly alter, the parties shall meet and confer again regarding appropriate compensation.
- 23.4.D.(1) Faculty granted certification as a result of training at another institution, or through any mechanism other than a District or College Initial Certification or Recertification training, shall not receive the certification payment nor shall they be able to claim College Service hours for Certification or Recertification training.
- 23.4.D.(2) For new contract faculty hires, the Initial Certification training may be completed in the period after hire but prior to the start of the semester in which the College Service Hours are credited. Training hours for DE can be applied to their College Service hours during the first year of their employment.
- 23.4.D.(3) Compensation for Recertification
- 23.4.D.(3)a. Non-contract faculty required to complete DE recertification in preparation for an assignment shall be paid as a small project as described in Article 3, with a designated number of 10 hours, upon successful completion of the Online Teacher Training Recertification Course.
- 23.4.D.(3)b. Contract faculty may submit College Service hours for subsequent recertification.
- 23.4.D.(4) Initial DE Certification is granted by fulfilling at least one (1) of the following:
- 23.4.D.(4)a. Successful completion of a DE Initial Certification training at any campus within the District.
- 23.4.D.(4)b. Successful completion of a DE training program from another community college or university that has been determined by the campus Academic Senate/Curriculum committee, in consultation with VCCCD Instructional Technologists/Designers, to be consistent with districtwide standards and equivalent to the VCCCD DE training program.
- 23.4.D.(4)c. Faculty who have created a state-approved CVC-OEI course within the past three (3) years shall be granted DE certification. The date of the certification shall be the same date as when the course was badged as an approved CVC-OEI course.
- 23.4.D.(4)d. Faculty who have fulfilled at least one (1) of the criteria in Section 23.4.C(4) shall be provided with a certificate of completion by the college

that verifies the completed course content. Each College will keep a list of those faculty members who have certificates of completion.

23.4.D.(5) Faculty members who wish to continue receiving assignments in a Distance Education modality must be recertified once every five (5) years. Failure to recertify before the five-year (5-year) deadline will result in decertification. Decertified faculty shall not be allowed to teach DE courses until their recertification has been completed. DE Recertification is granted by fulfilling at least one (1) of the following:

23.4.D.(5)a. Successful completion of a DE Recertification program at any campus within the District.

23.4.D.(5)b. Successful completion of *any approved* DE training programs from another community college, university, or the CVC-OEI that has been determined by the campus Academic Senate/Curriculum/DE committee and VCCCD Instructional Technologists/Designers, to be equivalent to the campus/VCCCD DE training program. The date of the certification shall be the same date as when the course was badged as an approved CVC-OEI course.

### **23.5 DE Resources**

23.5.A. Faculty members teaching DE classes shall use the District-supported LMS even when using publisher-provided web-based tools.

23.5.B. The District will provide access to technological assistance to support faculty with District-provided course learning management software and hardware.

23.5.C. Decisions to change or replace the LMS shall include consultation with appropriate decision-making bodies as articulated in the current VCCCD Decision-Making/Participatory Governance Handbook.

23.5.D. The District shall provide training in achieving ADA compliance.

23.5.E. Faculty shall not be required to teach in a HyFlex modality. The District shall provide training to faculty who elect to teach a course in a HyFlex modality.



**Article 24: Academic Freedom**

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The primary purpose of college is to promote the exploration of ideas and the discovery and dissemination of knowledge and understanding. A major purpose of community college education is to share with students the scholarly, imaginative, and scientific efforts that have been made toward understanding our human condition and our world. Informed and critical students will be more able to act responsibly as citizens to make choices in their own lives, and to attempt solutions for problems of the future than uninformed, uncritical followers. A purpose of academic freedom is to ensure this intellectual development of students. The college is to be an open forum for ideas and issues to be raised, challenged, and tested.

In order to realize the educational advantages offered by an open forum climate, the District and the Federation will seek to maintain a teaching and learning environment that is collegial and respectful, and free of unlawful harassment and discrimination. Faculty members shall be protected from extraneous considerations such as a faculty member's ethnicity, race, religion, political beliefs or affiliation, sexual orientation, marital status, or disability being used in evaluations of professional performance.

The District and the Federation agree that academic freedom is essential for the fulfillment of the educational mission of the District and for the ability of faculty members to perform their professional duties. It is the cornerstone of a college. Freedom in teaching is fundamental for the protection of both faculty and students in teaching and learning. Freedom in research is fundamental to the advancement of knowledge. The fundamental need for academic freedom is acknowledged to protect faculty from any censorship or restraint which might interfere with their obligation to pursue truth in the performance of their teaching functions.

All faculty members, regardless of their employment status, shall enjoy the privileges and exercise the responsibilities inherent in academic freedom as outlined in the AAUP's 1940 Statement as interpreted in 1970. In particular, controversy is at the heart of free academic inquiry which the entire statement is designed to protect. Teachers should avoid persistently discussing material in their classes that has no relation to the subject or goals of the courses they are teaching.

Each faculty member is a citizen as well as being a faculty member. The rights and responsibilities of each role are not mutually exclusive and one does not stop being a citizen engaged in a democratic republic with guarantees of life, liberty, the pursuit of happiness and the ability to engage in civil discourse with one's elected officials when one becomes a faculty member.

When faculty members speak or write as citizens, they shall be free from institutional censorship, discipline, or obligations.

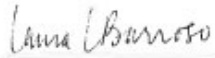
Faculty members shall maintain the exclusive right and responsibility to determine the grades they assign on the basis of their professional judgment. The grades given to each student for any course of instruction taught shall be determined by the instructor of the course, and the determination of the student's grade by the instructor - in the absence of mistake, fraud, bad faith, or incompetence - shall be final.

**Agreement Signatures**

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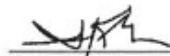
IN WITNESS WHEREOF, the parties have caused their authorized representatives to execute this Agreement as a mutual recommendation to the Governing Board this 14<sup>th</sup> day of February 2023.

For the Ventura County Community  
College District



Laura L. Barroso  
Vice Chancellor, Human Resources  
Ventura County Community College District

For the Ventura County Federation of College  
Teachers, AFT Local 1828, AFL-CIO



Susan Kirkella  
AFT Chief Negotiator, AFT Local 1828



David El Fattal  
Vice Chancellor, Business and Administrative Services  
Ventura County Community College District

**Rick  
MacLennan**

Digitally signed by Rick  
MacLennan  
Date: 2023.07.27  
14:52:04 -07'00'

Rick MacLennan  
Chancellor and Secretary to the Governing Board  
Ventura County Community College District

## Appendix A: Negotiating Procedures

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The agreements and conditions set forth herein shall govern negotiations between the District and the Federation for the initial negotiated Agreement between such parties, and, to the extent that such Agreement is in effect during negotiations for any successor agreement, shall govern such negotiations up to and including the end of the term of the initial negotiated Agreement between the parties.

1. A chief negotiator shall be appointed by each party and shall be the principal spokesperson for such party at all times. Both parties shall be free to select their own chief negotiators.
2. Each party agrees to limit its negotiating committee to a maximum of nine persons. However, either team may make use of not more than two resource persons at any given time with specific information about some item or items being negotiated and such persons may be present to provide such information but at no other time(s).
3. The time, place, and duration of negotiating sessions shall be determined by the respective chief negotiators or their designee. Counter proposals shall be in writing and, subject to the provisions of Government Code Section 3547, shall be presented as expeditiously as possible.
4. The parties shall meet not less than two negotiating sessions every two weeks and an average of not less than eight working hours per week. A negotiating session can only be terminated by mutual consent or for good cause, such as a major emergency.
5. Each negotiating committee shall be responsible for notification of its members regarding the time, date, and place of all meetings.
6. At the conclusion of each negotiating session, the parties shall attempt to arrive at an agenda of matters to be discussed at the succeeding negotiating session, provided that additional items may be discussed at any negotiating session with the mutual consent of both parties.
7. Either chief negotiator may call a caucus at any time.
8. It is agreed that no recording devices or stenographic reporters will be utilized for the keeping of records or notes of any negotiating session.
9. No scheduled negotiating session will be canceled except by mutual consent or for good cause, such as a major emergency, and in the event of cancellation, both chief negotiators shall be responsible for notification of their respective committees.
10. No observers shall be allowed to be present at any negotiating session.
11. Any section or article of a proposed agreement which is tentatively agreed to by the parties shall be initialed by the chief negotiators at the beginning of the next scheduled negotiating session, and thereafter can only be reopened upon the mutual consent of both parties. No tentative agreement shall become effective until the entire contract has been ratified by both parties.
12. In the event that an agreement cannot be reached on any or all of the items being negotiated, impasse may be declared by either party but only after a good faith effort to resolve all differences has been made. Impasse procedures to be utilized shall be those established by the PERB.
13. Use of facilities, equipment and supplies: The Federation negotiating committee may, during weeks in which negotiations are scheduled, make reasonable use of District typewriters, duplicating machines, and supplies for the purpose of preparing proposals and counterproposals for presentation at the negotiating table, when such equipment and supplies are not otherwise required for District business.



**Appendix C: Grievance Procedure Form**

VENTURA COUNTY COMMUNITY COLLEGE DISTRICT  
761 East Daily Drive, Suite 200, Camarillo, California 93010

**VCCCD – AFT GRIEVANCE FORM**

College \_\_\_\_\_

Date \_\_\_\_\_

Faculty Member’s Name \_\_\_\_\_

Area of Assignment \_\_\_\_\_

Represented by \_\_\_\_\_

Title \_\_\_\_\_

Immediate Supervisor \_\_\_\_\_

Title \_\_\_\_\_

Statement of Grievance

Specific Section of Agreement in Contention \_\_\_\_\_

Requested Remedy

Faculty Member’s Signature \_\_\_\_\_

Date: \_\_\_\_\_

Supervisor’s Response

Supervisor’s Signature \_\_\_\_\_

Date: \_\_\_\_\_

Step I \_\_\_\_\_

Disposition \_\_\_\_\_

Step II \_\_\_\_\_

Disposition \_\_\_\_\_

Step III \_\_\_\_\_

Disposition \_\_\_\_\_

Step IV \_\_\_\_\_

Disposition \_\_\_\_\_

Step V \_\_\_\_\_

Disposition \_\_\_\_\_

*White – Personnel Office*

*Canary – President’s Office*

*Goldenrod – Employee*

*Green – AFT*

*Pink – Immediate Supervisor*

## Appendix D: Evaluation Forms

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### Appendix D1: Preamble

The purposes of evaluation are described in Article 11 (Tenure) and Article 12 (Evaluation). The following pages contain the evaluation forms that are to be used in support of these evaluation processes.

Faculty who are being evaluated are to complete their Self-Appraisal Report (Form A1); the Evaluation Committee members are to complete the Administrator and Peer Evaluation Form for Faculty (Form A2). Form A2 is a comprehensive evaluation form that is to be used for the evaluation of non-contract, full-time tenured, full-time temporary, and tenure-track faculty. Complete all sections that pertain to the evaluatee's current assignment.

For those faculty who are going through the tenure process, please be sure to also complete the Tenure Review Committee Employment Recommendation (Form C2); other evaluation committees will complete the Summary Administrator and Peer Evaluation Form (Form C1).

#### ***Instructions for Evaluation Committee Members:***

- Rate only those areas where you possess first-hand knowledge based on direct observation of evaluatee's performance and/or other substantiated sources.
- You may use the rating system below for each applicable criterion
- Provide a narrative response where applicable.
- You may use the electronic version of this form (comment boxes are expandable) or hard copy to be completed manually. If needed, attach extra sheets of paper to accommodate detailed responses and cite the section and item being addressed.

<b><u>RATING SYSTEM</u></b>	
E	Excellent
S	Satisfactory
N	Needs to Improve
U	Unsatisfactory
N/O	Not Observed
N/A	Not Applicable

## **Appendix D2: For Tenure Review of Probationary Faculty**

**Overview:** This overview is intended to indicate what the Committee will be looking for as evidence that candidates have satisfied the tenure criteria listed in the VCCCD/AFT contract.

### **Tenure Review Process:**

The tenure review process should ensure that students have access to the most knowledgeable, talented, creative, and student-oriented faculty available. To that end, an up to four-year probationary period provides sufficient time for contract employees to understand the expectations for tenure, to develop the skills and acquire the experience to participate successfully in the educational process, and to use the District's and other resources for professional growth. The process should promote professionalism and enhance academic growth by providing a useful assessment of performance, using clear evaluation criteria. (Article 11.1 A)

Expectations identified below are divided into "years" to help chart out a typical path to tenure; this is not a rigid timeline for meeting the tenure criteria. Tenure may be granted in any year of the process. The list of considerations is not all-inclusive; there are many additional ways criteria can be fulfilled.

The Committee will consider student evaluations (if appropriate to the assignment), peer observations, and the candidate's portfolio as measures of how all criteria have been satisfied.

**Year One:** The principal focus of evaluation in year one is typically the faculty member's primary assignment (35 hours per week) and professional responsibilities (an average of 5 hours per week). The evaluation should consider the proportion of the primary assignment to other criteria listed. Typically, this first phase is when the faculty member orients her/himself to the college regulations, to the utilization of services for students, and to the subject discipline as taught by the department or to the service area as provided by the department. The Committee will be looking for evidence of the following:

#### **For classroom faculty:**

1. Demonstrates knowledge of subject matter and awareness of current developments and research in field.
2. Demonstrates effective communication with students and uses of teaching methods appropriate to the subject matter.
3. Administers appropriate testing and measurement of student progress.
4. Clearly communicates syllabi course objectives and expectations of students.
5. Meets course objectives by implementing requirements listed in the official course outline.

#### **For non-classroom:**

6. Demonstrates a good command of the subject matter and awareness of the current developments and research in the field.
7. Demonstrates effective communication with students and effective use of methods appropriate to the area of assignment.
8. Clearly identifies goals and expectations to students.
9. Meets program objectives.

#### **For both classroom and non-classroom:**

10. Maintains class, office, and/or service hours as scheduled.
11. Accurately reports records, census data, and/or other documentation in a timely manner.

12. Participates in new faculty orientation sessions and/or in the faculty mentoring program.
13. Participates in professional development activities designed to strengthen the ability to work with diverse student populations, to teach effectively and/or to measure student progress.
14. Participates in department and division meetings.
15. Attends graduation, college forums, and/ or other campus-wide events.
16. Other activities listed in Article 11

**Year Two:** The second year should continue to consider the faculty member's primary assignment as emphasized in numbers one through eleven above. This year will focus on the continued development of subject matter expertise. In addition, the faculty member would be expected to begin to play a more active role in department and division meetings and activities.

Beyond the items described under year one, the Committee will be looking for evidence that documents some of the following: (average of 5 hours a week for range of activities listed in Article 5)

1. Continued development of subject expertise through, for instance, attending conferences or workshops, subscribing to professional journals, or meeting with faculty counterparts at other institutions.
2. Continued participation in professional development activities designed to strengthen ability to work with a diverse student population.
3. (For classroom faculty) improved ability to track student progress and achievement (portfolios, classroom assessment techniques, capstone experiences, etc.).
4. Active participation in department and division meetings and activities.
5. Development of updated course outlines, participation in curriculum review, or development of a new program or service appropriate to the faculty assignment.
6. Active participation on one or more campus committees.
7. Active involvement in one or more community activities or organizations designed to serve the community or to link college students to community resources.

**Year Three:** In year three, the emphasis (beyond the primary assignment) is on increasing involvement in campus governance and on professional development. In addition, the tenure candidate will be expected to continue actively participating in department and division meetings and activities.

Beyond the items described under the first and second year, the Committee will be looking for evidence of some of the following additional kinds of activities:

1. Continued development of subject expertise through attending conferences and/or workshops, or through making presentations at conferences and/or workshops.
2. Continued participation on one or more campus committees.
3. Continued development of skills designed to perform effectively in the classroom or service area and to improve ability to work with a diverse student population.

**Year Four:** Further development of the areas previously listed.



**Form A1: Faculty Self-Appraisal Report for Full/Part Time Faculty**

*(The purposes of evaluation are described in Article 11 and Article 12 of the VCCCD Agreement)*

NAME OF EVALUATEE: \_\_\_\_\_

DATE: \_\_\_\_\_

POSITION OF EVALUATEE: \_\_\_\_\_

Location:  Moorpark College       Oxnard College       Ventura College       Other (specify): \_\_\_\_\_

This form is your self-appraisal report, which is designed to record your own assessment of your performance. *Provide this completed form to the division office before the committee meeting.* The primary purpose of evaluation is to assist in the continuous improvement of faculty performance in service to the students and the District.

This form should be completed and forwarded to your Dean. Use of electronic word processing to complete this form is recommended. Space is provided below for each topic/question. If additional space is required a blank page has been added at the end of this document.

1. List those activities and/or recent accomplishments which have contributed to your professional growth, for example, courses you have recently taken, participation in professional associations, conference or workshops you have attended, papers you have delivered or published, community involvement, etc.
2. Cite the goals and plans for professional improvement you listed in your last self-assessment report and describe how you accomplished those goals and plans, or why you did not.
3. What are your goals and plans for professional improvement during the next three years, and how would successfully completing these goals improve your success in working with students?
4. **This question for is Full-Time Faculty Only:** Part of your full-time teaching assignment includes five college service hours per week. Please describe the activities you engaged in since your last evaluation to meet this requirement. If you served on college committees during this evaluation period, what were your contributions and/or professional development outcomes from that involvement?

- |   |  |
|---|--|
| <input type="checkbox"/> discussing departmental SLOs                               | <input type="checkbox"/> contributing to grant proposals/research projects |
| <input type="checkbox"/> continuing professional development                        | <input type="checkbox"/> recruitment and high school relations             |
| <input type="checkbox"/> sponsorship and support of student activities              | <input type="checkbox"/> registration advisement                           |
| <input type="checkbox"/> employment interviewing                                    | <input type="checkbox"/> activities of faculty governance                  |
| <input type="checkbox"/> college, district, county, regional, state-wide committees | <input type="checkbox"/> preparation and updating of course outlines       |
| <input type="checkbox"/> department and division meetings                           | <input type="checkbox"/> community outreach and interface                  |
| <input type="checkbox"/> curriculum development or review                           | <input type="checkbox"/> state/federally mandated trainings                |
| <input type="checkbox"/> program development, review, coordination                  | <input type="checkbox"/> other:  |
| <input type="checkbox"/> articulation and matriculation                             |  |

5. What can be done by the college to help improve your services?

Please retain a copy of this form for use in your next evaluation. A copy of your evaluation forms and a summary of your student evaluations will be placed in your personnel file.

\_\_\_\_\_  
Faculty Member's Signature

\_\_\_\_\_  
Date

**Form A2: Administrator and Peer Evaluation Form for Faculty**

*(The purposes of evaluation are described in Article 11 and Article 12 of the VCCCD Agreement)*

**NAME OF EVALUATEE:** \_\_\_\_\_ **EVALUATION PERIOD: Year:** \_\_\_\_\_

**Evaluator:** \_\_\_\_\_ Fall:  Spring:

**Observation Date:** \_\_\_\_\_ **Duration (minutes):** \_\_\_\_\_ **Course (if applicable):** \_\_\_\_\_ **# of students:** \_\_\_\_\_

Type of Evaluator: *(check one)*  Peer  Department Chair or Designee  Administrator

Location: *(check one)*  Moorpark College  Oxnard College  Ventura College  Other *(specify):* \_\_\_\_\_

**POSITION OF EVALUATEE:** *(check one)* **Discipline:** \_\_\_\_\_

Non-Contract  Full-Time, Tenured  Full-Time, Non-Tenure-Track

Tenure-Track:  1<sup>st</sup> Contract  2<sup>nd</sup> Contract  3<sup>rd</sup> Contract: Years 3 and 4

**Type of Observation:** *(check all that apply and complete appropriate sections)*

- |  |  |  |
|--|--|--|
| <input type="checkbox"/> Instructor                    | <input type="checkbox"/> Athletic Director/Coach | <input type="checkbox"/> Librarian             |
| <input type="checkbox"/> Counselor                     | <input type="checkbox"/> Coordinator             | <input type="checkbox"/> Counselor/Coordinator |
| <input type="checkbox"/> Other <i>(specify):</i> _____ |  |  |

Do not sign this form until you have completed the evaluation meeting.

*I am aware of my rights as provided in Article 11 and/or Article 12 of the VCCCD Agreement. I have read this report, am aware of the opportunity to add my own comments and recognize that I have the right to discuss it with the college president if I so desire.*

\_\_\_\_\_  
Faculty Member's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Evaluator's Signature

\_\_\_\_\_  
Date:

## **PURPOSE, INSTRUCTIONS, AND DEFINITIONS**

*(Do not proceed without reading instructions.)*

The Purpose of Evaluation is: "...to provide a genuinely useful and substantive assessment of faculty performance, to recognize and acknowledge good performance, to enhance performance, and to help employees further their own growth. The evaluation process should be implemented in a positive, supportive manner that encourages self-improvement and excellence in the faculty member's areas, promotes professionalism and enhances performance." *(From Section 12.1 of the Agreement between the VCCCD and AFT Local 1828.)*

### **General Reminders:**

The following steps will be followed for all evaluations:

- Rate only those areas where you possess first-hand knowledge based on direct observation of evaluatee's performance and/or other substantiated sources.
- Use the rating system on the right for each applicable criterion.
- Provide a detailed response where applicable.
- If needed, attach extra sheets of paper to accommodate detailed responses and cite the section and item being addressed.

<b><u>RATING SYSTEM</u></b>	
E	Excellent
S	Satisfactory
N	Needs to Improve
U	Unsatisfactory
N/O	Not Observed
N/A	Not Applicable

For selection of observation dates and times, except for during tenure review observations (which shall follow the procedures as defined in Article 11 and where two evaluators may attend the same section during the first scheduled visit):

- For non-classroom faculty, each faculty committee member will observe a different session (e.g., one-on-one appointments, group appointments, workshops, orientations, class presentations).
- For classroom faculty, each faculty committee member will observe a different section. The Dean or administrative designee may, but is not required to, observe the same session as a faculty committee member.
  - When only two (2) sections are assigned, faculty observers shall observe different sections.
  - When a single (1) section is assigned, faculty committee members shall observe on different dates.
  - When an evaluatee teaches courses in more than one modality, at least two modalities must be observed.
  - The following may be considered separate courses for the purpose of evaluation observations:
    - A lecture and lab list under the same CRN but separate in time and/or space.
    - The in-person and asynchronous components of a hybrid class.

**Tenure Review of Probationary Faculty** - *Please review Article 11 of the collective bargaining agreement before proceeding.* Pursuant to Article 11.6 B (5) there is a "Difference in [evaluation] Criteria Weighting for First, Second, and Third Contracts." Select and use the appropriate criteria to be weighted the most by Tenure Review Committee members when completing this evaluation process.

- 1<sup>st</sup> and 2<sup>nd</sup> contract: All criteria considered, with the primary assignment criteria most important.
- 3<sup>rd</sup> contract: All criteria considered, with candidate expected to be fully participating member of campus community

<b>Professionalism &amp; Responsibility (All Faculty)</b>		<b>E</b>	<b>S</b>	<b>N</b>	<b>U</b>	<b>NO</b>	<b>N/A</b>
1.	Demonstrates cooperation and sensitivity in working with colleagues and staff.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.	Willingness and availability to assist students.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.	Submits required departmental reports and other necessary paperwork, including census, and/or positive attendance, student learning outcomes documentation, and grades on time.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.	Orders textbooks, instructional materials, and equipment in a timely manner.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.	Maintains work schedule and keeps appointments.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6.	Exercises good judgment in the use of facilities, equipment, supplies, and VCCCD learning management system (if applicable).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7.	Observes health and safety regulations.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8.	Makes a positive contribution to the department.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9.	Meets flex requirements.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10.	Demonstrates continuing professional development in subject areas of assignment.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11.	Demonstrates progress toward self-determined individual and developmental goals.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12.	Demonstrates awareness and sensitivity in working with students of diverse racial and ethnic backgrounds, sexual orientation, age, socioeconomic status, language, veteran status, religion, political perspective, and/or lifestyle, including responsiveness to the educational needs of diverse students.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Comments on Professionalism and Responsibility:**

*(Commendations, recognition, strengths/weaknesses, etc. Please explain how you reached your conclusions where necessary.)*

<b>Full-Time Faculty Responsibilities</b>		<b>E</b>	<b>S</b>	<b>N</b>	<b>U</b>	<b>NO</b>	<b>N/A</b>
<i>Please evaluate only the faculty member's participation in the activities they have chosen during the current evaluation period. (Only evaluate areas about which you have direct personal knowledge.) The responsibilities listed below are representational of the different roles faculty may have depending on their discipline and current assignment.</i>							
1.	Maintains office hours and is accessible to students.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.	Participation in college, district, regional, and state-wide committees, projects, and/or student organizations in furtherance of the mission of the college.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.	Contributes to curriculum development.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.	Participates in department and division meetings.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.	Participates in overall departmental program development, maintenance, evaluation, updating of course outlines, student learning outcomes documentation, and/or expansion of programs.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6.	Provides information for the development of departmental, college, and/or district budgets.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7.	Sponsors and provides support for student activities.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8.	Participates in screening/hiring committees.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9.	Participates in faculty governance, representation, and advocacy.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10.	Participates in community outreach and interface.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11.	Participates in recruitment and high school relations.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12.	Conducts registration advisement.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13.	Participates in articulation and/or matriculation.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14.	Writes or contributes to grant proposals and/or research projects.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15.	The faculty member has fulfilled commitments with respect to any committees, projects, or activities they have chosen during the current evaluation period.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

<p><b>Comments on Full-Time Responsibility:</b>  <i>(Commendations, recognition, strengths/weaknesses, etc. Please explain how you reached your conclusions where necessary.)</i></p>

## OBSERVATION/JOB PERFORMANCE

*(Answer all applicable areas)*

### Nature of Work in Progress (All Faculty)

*In the provided space or on attached sheets, describe in detail the content of the lesson, the teaching techniques employed, and the activities of the students. In the case of non-classroom observation, describe the activity and related performance observed. Include specific comments about the appropriateness and effectiveness of what you observed. Where appropriate, note what was commendable, make constructive criticisms about what might be improved, and suggest alternatives. If any ratings below satisfactory were issued, recommendations for improvement are required of the evaluator and should be included in the Overall Summary and Recommendations portion of the main evaluation form. Explain how you reached your conclusions.*

Faculty/Student Interaction (All Faculty)		E	S	N	U	NO	N/A
1.	Engages students in lesson(s) taught or services provided.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.	Demonstrates sensitivity to differing student learning needs.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.	Responsive to the needs of students with physical and/or learning disabilities.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.	Demonstrates an understanding of student support services by informing students of the resources available.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.	Stimulates student performance in fair and pedagogically sound ways.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6.	Measures students' comprehension of content/skills in a variety of ways.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7.	Provides regular and substantive interaction and feedback to students.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**All Contract and Non-Contract Classroom Faculty – All Modalities**

<b>Instructional Assignment Observation</b>		<b>E</b>	<b>S</b>	<b>N</b>	<b>U</b>	<b>NO</b>	<b>N/A</b>
1.	Demonstrates knowledge of subject matter.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.	Demonstrates enthusiasm for course.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.	The content of the lesson is consistent with the course outline and there is evidence that course objectives are being taught.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.	Awareness of current developments and research in the discipline/field of study.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.	The teaching method and techniques observed are effective.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6.	The lesson was at the appropriate level for the course.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7.	Paces class or modules according to the level and material presented.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8.	Communicates ideas clearly, concisely, and effectively.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9.	Employs multiple teaching approaches where applicable.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10.	Voice, delivery, and/or other communication are clear and understandable.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11.	Conducts class in accordance with instructional schedule.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12.	Uses class time effectively; meets contact hour expectations as defined in Course Outline of Record.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Comments on Instructional Assignment Observation:**

*(Commendations, recognition, strengths/weaknesses, etc. Please explain how you reached your conclusions where necessary.)*

**Distance Education Instruction (if applicable)**

<b>DE Observation</b>		<b>E</b>	<b>S</b>	<b>N</b>	<b>U</b>	<b>NO</b>	<b>N/A</b>
1.	Follows VCCCD distance education standards as adopted by Curriculum Committee/Academic Senates within the VCCCD.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.	Demonstrates competence in current distance education learning management system (LMS).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.	Evidence of regular, substantive interaction between instructor and students ( <i>areas such as announcements, discussions, and assignment feedback</i> ).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.	Evidence of interaction among students.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.	Modules are organized and paced appropriately for level and material presented.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6.	Course Homepage and Introductory Module are organized and welcoming.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7.	Complies with Course Outline of Record.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8.	Complies with the Americans with Disabilities Act, Section 11135 of California Government Code, and policies implemented by California Community Colleges Chancellor's Office and the Governing Board. (Evaluation shall not rely on automated ADA assessment tools.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Comments on Distance Education Observation:**

*(Commendations, recognition, strengths/weaknesses, etc. Please explain how you reached your conclusions where necessary.)*

**EVALUATOR'S Distance Education Observation Only RATING (Items 1-8 Above), if applicable**

- Excellent
- Satisfactory
- Needs Improvement
- Unsatisfactory
- Not Applicable



## All Contract and Non-Contract Faculty Counselors and Counselor/Coordinators

Presentation Observation		E	S	N	U	NO	N/A
1.	Presents information and directions to students in a clear and organized way.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.	Advisement methods and techniques utilized are effective.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Faculty/Student Interaction		E	S	N	U	NO	N/A
1.	Listens well and provides opportunities for students to express their concerns.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.	Helps students define and seek solutions to problems.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.	Gives the student an opportunity for follow-up.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.	Directs students to appropriate sources of information/assistance when advisable.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.	Respects students' privacy.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Content		E	S	N	U	NO	N/A
1.	Demonstrates knowledge of District classes, resources, and programs.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.	Demonstrates knowledge of current course articulation and program requirements.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.	The content of the session observed was consistent with advisement objectives and student needs.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Assignment Objectives		E	S	N	U	NO	N/A
1.	Communicates and networks effectively with secondary and four-year schools.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.	Researches questions brought by students as needed.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Remote Work (if applicable)		E	S	N	U	NO	N/A
1.	Follows criteria listed in telework agreement.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

<p><b>Comments on Counselor Assignment Observation:</b>  <i>(Commendations, recognition, strengths/weaknesses, etc. Please explain how you reached your conclusions where necessary.)</i></p>

**All Contract and Non-Contract Faculty Coordinators/Department Chairs**

Responsibilities		E	S	N	U	NO	N/A
1.	Recruitment, selection, and orientation of the new faculty and classified employees who will be assigned to the department.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.	Development of department's instructional/non-instructional schedule.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.	Development and revision of curriculum including course outlines and course and catalog descriptions.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.	Evaluation of faculty in the department.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.	Development and conducting of department meetings, and preparation and distribution of minutes of all such meetings.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6.	Communications with students, faculty, and other employees.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7.	Representation of, and liaison/advocacy for, the department within the College/District.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8.	Facilitate processes for program review and student learning outcomes/service unit outcomes assessment.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9.	Suggesting faculty to the Dean for substitute classroom/non-classroom assignments, as the needs arise.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10.	Participate in the department's budget process.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11.	Coordination of review of requisite challenges or course placement exams.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Comments on Coordinator/Department Chair Assignment Observation:**

*(Commendations, recognition, strengths/weaknesses, etc. Please explain how you reached your conclusions where necessary.)*

**All Contract and Non-Contract Faculty Librarians**

<b>Presentation and Content</b>		<b>E</b>	<b>S</b>	<b>N</b>	<b>U</b>	<b>NO</b>	<b>N/A</b>
1.	Communicates information clearly, concisely, and effectively.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.	Utilizes knowledge of current trends and technology in library information science.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.	Demonstrates knowledge of research methods and resources.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

<b>Faculty/Student Interaction</b>		<b>E</b>	<b>S</b>	<b>N</b>	<b>U</b>	<b>NO</b>	<b>N/A</b>
1.	Assists students to reach reference and research objectives.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.	Facilitates self-reliance in library usage.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

<b>Assignment Objectives</b>		<b>E</b>	<b>S</b>	<b>N</b>	<b>U</b>	<b>NO</b>	<b>N/A</b>
1.	Consults with other librarians and departments to provide students with up-to-date information and programs.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.	Assists in building, organizing, and maintaining library collection.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

<b>Remote Work (if applicable)</b>		<b>E</b>	<b>S</b>	<b>N</b>	<b>U</b>	<b>NO</b>	<b>N/A</b>
1.	Follows criteria listed in telework agreement.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Comments on Librarian Assignment Observation:**  
*(Commendations, recognition, strengths/weaknesses, etc. Please explain how you reached your conclusions where necessary.)*

**All Contract and Non-Contract Athletic Directors and Faculty Coaches**

<b>Athletic Director/Coaching Responsibilities</b>		<b>E</b>	<b>S</b>	<b>N</b>	<b>U</b>	<b>NO</b>	<b>N/A</b>
1.	Fulfills specific job description requirements.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.	Adheres to CCCAA Rules and Title IX Regulations.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.	Consults with appropriate college faculty and staff about related projects and work assignments.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.	Supervises the routine security, upkeep, repair, and replacement of facilities and equipment in assigned area of assignment.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.	Consults with Dean concerning all expenditures outside of the department budget.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6.	Consults with Dean, or in the case of coaches, the Dean and Athletic Director, concerning all fundraising activities and contracts with outside vendors.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Comments on Athletic Director/Coaching Assignment Observation:**

*(Commendations, recognition, strengths/weaknesses, etc. Please explain how you reached your conclusions where necessary.)*

**OVERALL COMMENTS / RECOMMENDATION:**

*Comment on professional performance, specifying, where relevant, areas of excellence and areas requiring improvement. If there are areas requiring improvement, make constructive, specific recommendations to evaluatee. DE-specific comments, where applicable, should be made in a separate paragraph.*

**EVALUATOR'S OVERALL RATING (ALL FACULTY)**

The DE Rating, if applicable, shall be integrated into the Evaluator's Overall Rating.

- Excellent
- Satisfactory
- Needs Improvement
- Unsatisfactory

**Student Assessment Summaries/Forms**

- Viewed, Discussed, and Incorporated into Overall Rating
- Viewed and Discussed
- Unavailable *(Did not receive the minimum number of completed student appraisals, per Article 12.3.B.(5))*

**Form B1: Student Evaluation of Teaching Effectiveness**

In lieu of actual form

Course Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Directions:**

- Please answer questions 1-21 regarding your instructor by filling in one of the numbers following the questions.
- The number 6 indicates the highest score, 5 the next highest, etc. Please mark NA when the question is not applicable.
- Question 22 invites you to make further comments on the back of this sheet.

---

	<b>6</b>	<b>5</b>	<b>4</b>	<b>3</b>	<b>2</b>	<b>1</b>	<b>NA</b>
1. Instructor knows subject well.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Clearly defines course requirements and grading criteria.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Demonstrates sensitivity to students of diverse backgrounds/needs.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Is well prepared for class.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Communicates subject matter effectively.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Stimulates my interest in the material presented.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Raises challenging questions or issues.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Encourages student participation as appropriate.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Testing is fair and appropriately reflects course material.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Regularly grades/evaluates and provides feedback on my performance.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Assignments are relevant to the course.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. Provides a positive learning environment for all types of students.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13. Assignments/exams are returned in a reasonable amount of time.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14. Encourages independent thinking and is open to other opinions.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15. Teaching techniques are effective.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16. Shows enthusiasm for the course.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17. Is willing to explain.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
18. Adheres to scheduled class time.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
19. Is available for assistance via office hours and/or email (for full-time faculty only).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
20. I would take another course from this instructor.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
21. Overall, how would you rate this instructor?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
22. You are encouraged to comment further on the effectiveness of the instructor on the back.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Form B2: Student Evaluation of Counselor/Librarian Effectiveness**

In lieu of actual form

Type of Interaction: \_\_\_\_\_

Date: \_\_\_\_\_

**Directions:**

- Please answer questions 1-17 regarding your instructor by filling in one of the numbers following the questions.
- The number 6 indicates the highest score, 5 the next highest, etc. Please mark NA when the question is not applicable.
- Question 18 invites you to make further comments on the back of this sheet.

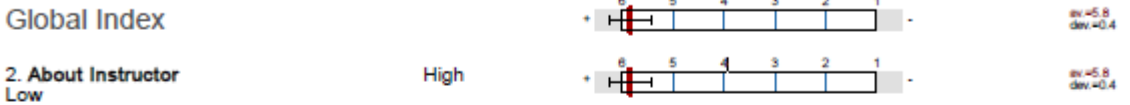
---

	<b>6</b>	<b>5</b>	<b>4</b>	<b>3</b>	<b>2</b>	<b>1</b>	<b>NA</b>
1. Helps me feel comfortable and welcome.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Helps me feel free to ask questions.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Gives me the information I need.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Helps me feel free to express my opinion.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Listens to me and understands my needs.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Is on time for my appointments.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Helps me define and seek solutions to problems.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Demonstrates sensitivity to students of diverse backgrounds/needs.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Is well-prepared to provide the services I seek.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Provides accurate and helpful information.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Communicates effectively.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. Is sensitive to differences among students.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13. Is willing to explain the subject in different ways for my better understanding.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14. Responds to questions fully, directly and completely.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15. Refers me to the proper individual or agency when necessary.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16. Asks me questions to help me clarify the information I need.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17. Overall, I rate this faculty member:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
18. You are encouraged to comment further on the effectiveness of the faculty member on the back.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

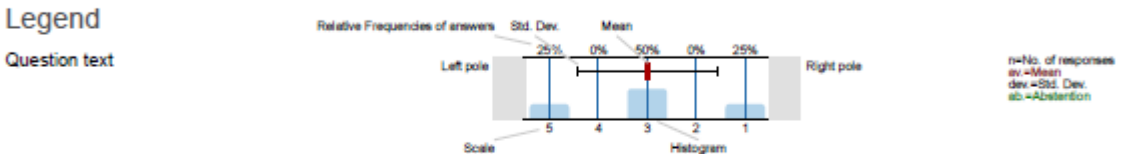
**Form B3: Sample Summary of Student Evaluation of Teaching Effectiveness**

**INSTRUCTOR NAME**  
Course Name - Subj/Course# (CRN-Semester)  
No. of responses = ##

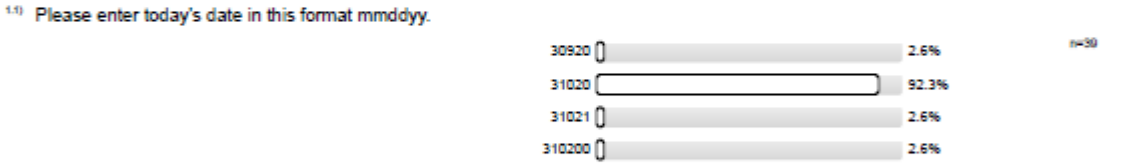
Overall indicators



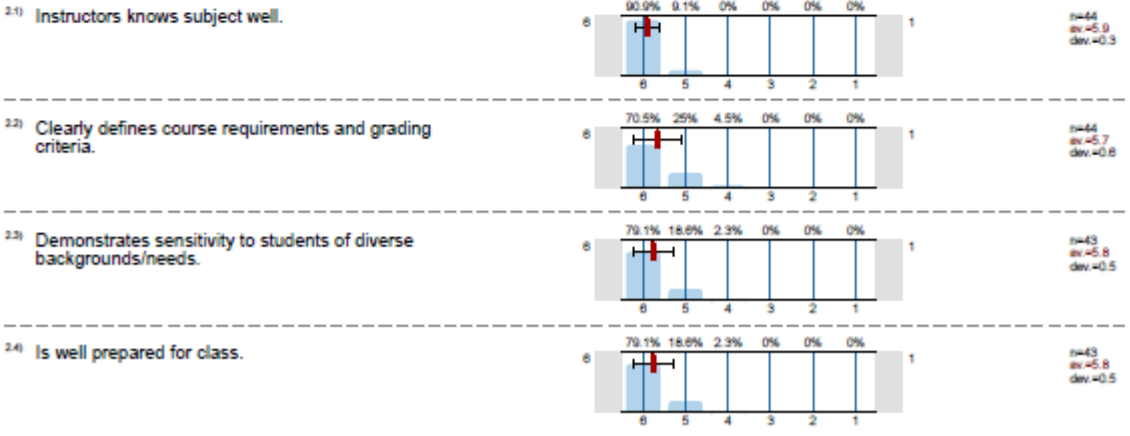
Survey Results



1. Date



2. About Instructor High Low

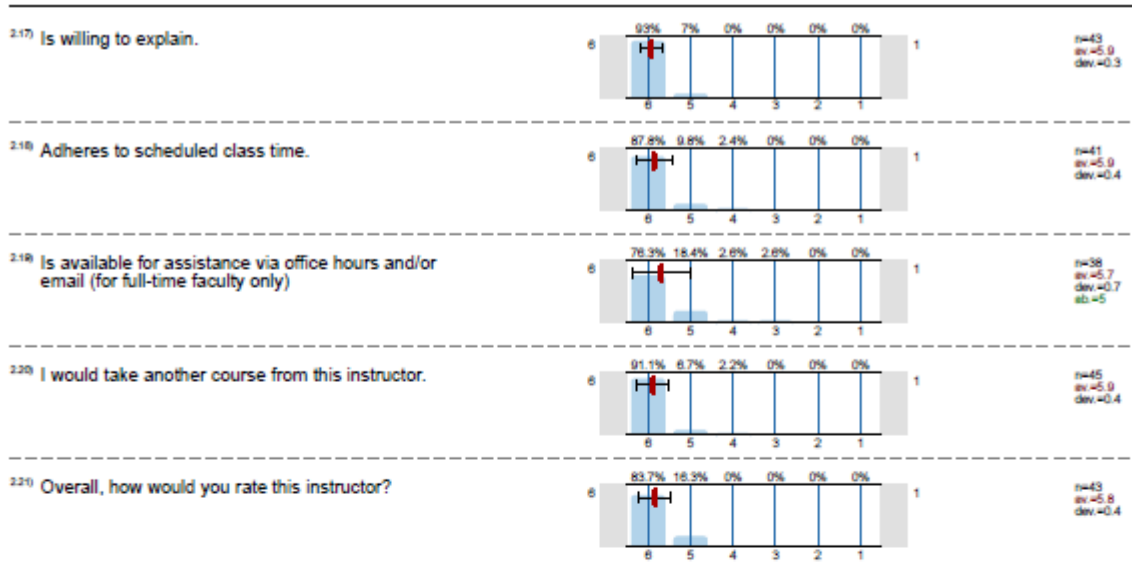




APPENDIX D Form B3:  
Summary of Student Evaluation (Classroom Faculty)



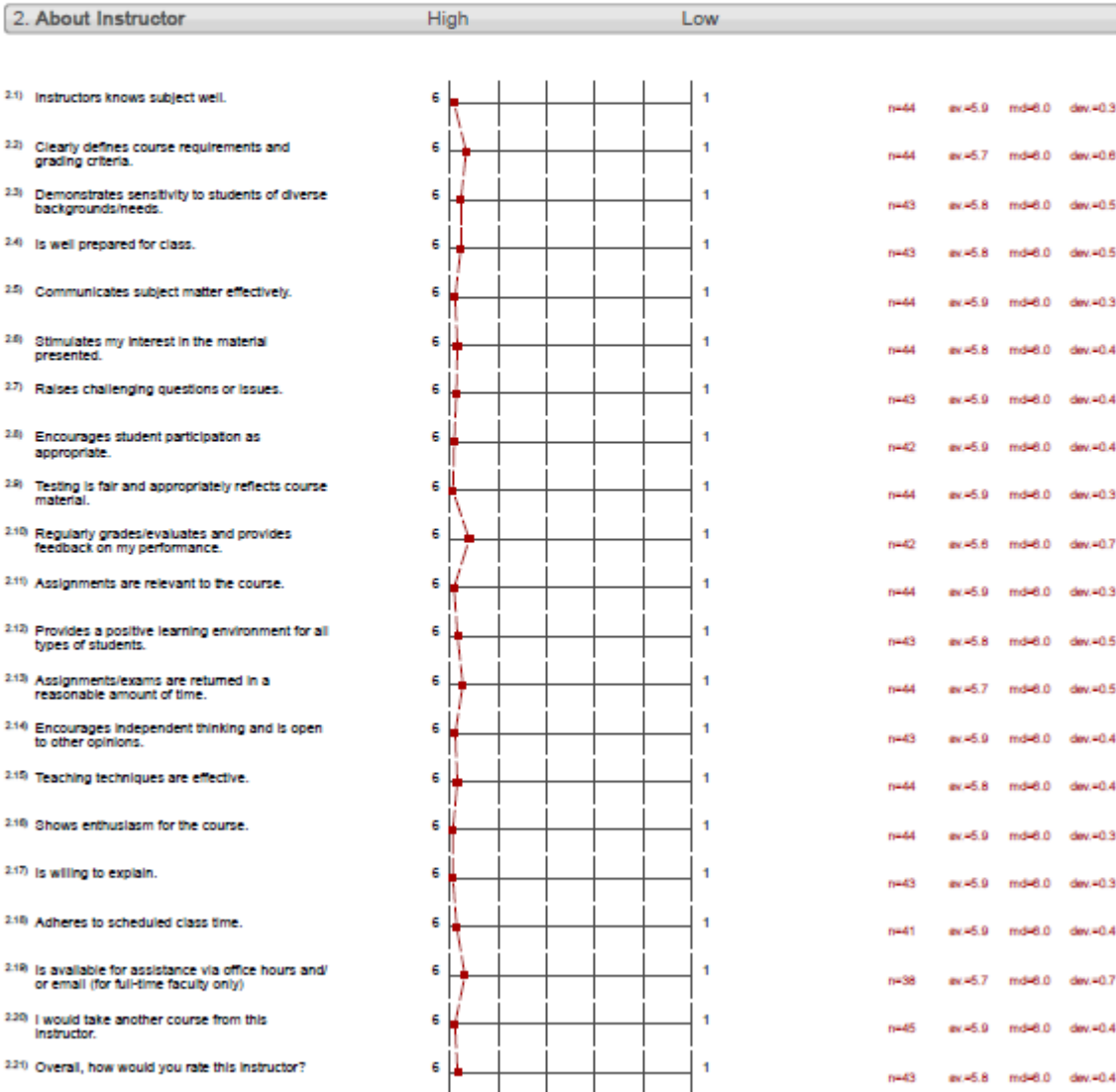
APPENDIX D Form B3:  
Summary of Student Evaluation (Classroom Faculty)



## Profile

Subunit:  
Name of the Instructor:  
Name of the course:  
(Name of the survey)

Values used in the profile line: Mean



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## Comments Report

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3. You are encouraged to comment further on the effectiveness of the instructor.

<sup>30</sup> You are encouraged to comment further on the effectiveness of the instructor.

He is amazing instructor who shows passionate in what he does. He is fair, and acts excellent with his students. Always put a smile in his students.

Great teacher, not afraid to tackle many sides and challenge opinions and views.

He knows the material well and can communicate it effectively while still keeping ~~me~~ my interest.

**Form C1: Summary Administrator and Peer Evaluation Form**

For Non-Contract and Contract Tenured Faculty

**NAME OF EVALUATEE:** \_\_\_\_\_

**Semester/Year:** \_\_\_\_\_

**Discipline of Evaluatee:** \_\_\_\_\_

**Faculty Function(s) Being Evaluated:** (check all that apply)

- Instructor                       Athletic Director/Coach                       Librarian  
 Counselor                       Coordinator                       Counselor/Coordinator  
 Other (*specify*): \_\_\_\_\_

**Location:** (*check one*)  Moorpark College     Oxnard College     Ventura College  
 Other (*specify*): \_\_\_\_\_

1. Visits were made on (dates): \_\_\_\_\_
2. A conference with this employee was held on (date): \_\_\_\_\_
3. On an attached sheet, the committee noted any problems with the physical condition of the work site.
4. The committee has reviewed the employee’s professional qualities and job performance. The committee’s overall evaluation of the employee is:  

Excellent     Satisfactory     Needs Improvement     Unsatisfactory
5. The explanation for a rating of “Needs to Improve” or “Unsatisfactory” and an improvement plan is attached.

**Evaluators:** (Please sign and print name)

Dean: \_\_\_\_\_

Chair/Vice Chair: \_\_\_\_\_

Peer: \_\_\_\_\_

**Evaluatee:** please sign this form after you have completed the evaluation meeting.

*I am aware of my rights as provided in Article 12 of the VCCCD Agreement. I have read this report, am aware of the opportunity to add my own comments and recognize that I have the right to discuss it with the college president if I so desire.*

\_\_\_\_\_  
 Faculty Member’s Signature

\_\_\_\_\_  
 Date

**Form C2: Tenure Review Committee Employment Recommendation  
for Probationary, Non-Tenured Faculty Form**

NAME OF EVALUATEE: \_\_\_\_\_

Semester/Year: \_\_\_\_\_

Discipline of Evaluatee: \_\_\_\_\_

Faculty Function(s) Being Evaluated: (check all that apply)

- Instructor     Athletic Director/Coach     Librarian  
 Counselor     Coordinator     Counselor/Coordinator  
 Other (*specify*): \_\_\_\_\_

Location: (*check one*)     Moorpark     Oxnard     Ventura     Other (*specify*): \_\_\_\_\_

1. Visits were made on (dates): \_\_\_\_\_
2. Conferences with this employee were held on (dates): \_\_\_\_\_
3. The Tenure Committee has reviewed the difference in weighting for first, second and third contracts found in the Tenure Article of the contract which states that, for the **first and second contracts**, all criteria are considered with *primary assignment-related criteria being the most important*, and, for the **third contract**, all criteria are considered, with the candidate now *expected to be a fully participating member of the campus community*.
4. The Tenure Committee has reviewed the employee's professional qualities and job performance and portfolio. The committee's overall evaluation of the employee is:
 

Excellent     Satisfactory     Needs Improvement     Unsatisfactory
5. The explanation for a rating of "Needs to Improve" or "Unsatisfactory" and an improvement plan are attached.
6. The Tenure Committee has reviewed the criteria for an employment recommendation found in the Tenure Article of the contract and, by a majority vote, recommends the following:
  - Not to rehire (Candidate's performance is unsatisfactory and continued employment is not recommended).
  - Enter into a second-year contract (Candidate needs to work further to develop skills and gain more experience before being considered for tenure)
  - Enter into a third (2-year) contract (Candidate needs to work further to develop skills and gain more experience before being considered for tenure)
  - Grant tenure after (or during) third contract and employ as a regular faculty member (Candidate has demonstrated continual professional growth, has improved appreciably and would be an asset to the institution)
  - Grant tenure during the first or second year contract (A continued period of probation is unnecessary because the candidate has demonstrated all of the following:)
    - Is exceptionally strong in all areas of the evaluation criteria
    - Has demonstrated continued professional growth.
    - Has improved appreciably in performance on the evaluation criteria.
    - Has become a fully participating member of the college community.
    - Would be an asset to the institution.

7. Rationale for the recommendation: (Attach additional sheets as necessary)

**Committee Members:** (Please sign and print name)

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**Evaluatee:** please sign this form after you have completed the evaluation meeting.

*I am aware of my rights as provided in Article 11 of the VCCCD Agreement. I have read this report, am aware of the opportunity to add my own comments and recognize that I have the right to discuss it with the college president if I so desire.*

---

Faculty Member's Signature

---

Date

**Form C4: President's Summary Evaluation Report**

**NAME OF EVALUATEE:** \_\_\_\_\_

**Semester/Year:** \_\_\_\_\_

**Discipline of Evaluatee:** \_\_\_\_\_

**Faculty Function(s) Being Evaluated:** (check all that apply)

- Instructor
- Athletic Director/Coach
- Librarian
- Counselor
- Coordinator
- Counselor/Coordinator
- Other (*specify*): \_\_\_\_\_

**Location:** (*check one*)  Moorpark College  Oxnard College  Ventura College  
 Other (*specify*): \_\_\_\_\_

1. I have reviewed the evaluation reports for this faculty member. My evaluation is:

- Excellent
- Satisfactory
- Needs Improvement
- Unsatisfactory

2. Recommendation to the Chancellor:

**For Non-Contract Faculty:**

- Re-employ
- Do not re-employ

**For Contract Tenured Faculty:**

- Continue as a regular faculty member
- Other: \_\_\_\_\_

**For Contract Untenured Faculty:**

- Enter into second contract
- Do not enter into second contract
- Enter into third contract
- Do not enter into third contract
- Continue in third contract
- Grant Tenure
- Do no grant tenure
- Other: \_\_\_\_\_

Signature of President: \_\_\_\_\_ Date: \_\_\_\_\_

*I am aware of my rights as provided in Article 11 or 12 of the VCCCD Agreement. I have read this report, am aware of the opportunity to add my own comments (Add additional sheets if necessary.).*

\_\_\_\_\_  
 Faculty Member's Signature

\_\_\_\_\_  
 Date



## Appendix E: AAUP Statement of Principles on Academic Freedom

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### 1940 AAUP Statement of Principles on Academic Freedom With 1970 Interpretive Comments

The 1940 AAUP Statement of Principles on Academic Freedom with 1970 Interpretive Comments\* from the American Association of College Professors provides a nationally recognized definition of academic freedom, its protections and its responsibilities.

#### Academic Freedom

- a) *Academic employees are entitled to freedom in the classroom in discussing their subject, but they should be conscientious regarding teaching subject matter which has no relation to their subject.*
- b) *Academic employees are entitled to full freedom in research and in the publication of results, subject to the adequate performance of their other academic duties, but research for pecuniary return should be based upon an understanding with the authorities of the institution.*
- c) *Academic employees are citizens, members of a learned profession, and officers of an educational institution. When they speak or write as citizens, they should be free from institutional censorship or discipline, but their special position in the community imposes special obligations. As scholars and educational officers, they should remember that the public may judge their profession and institution by their utterances. Hence, they should at all times be accurate, should show respect for the opinions of others, and indicate that they are not speaking for the institution.*

\* The footnote from the 1970 Interpretive Notes on the AAUP Statement reads: "The intent of this statement is not to discourage what is 'controversial.' Controversy is at the heart of free academic inquiry which the entire statement is designed to focus. The passage serves to underscore the need for teachers to avoid persistently intruding material which has no relation to the subject."

## Appendix F: Approval of Labs as Enhanced Labs

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### Definitions:

**Activity Courses:** Labs and activity classes are courses that have the primary function of the development and practicing of skills, the participation in an activity, the reinforcement of principles taught in lecture, or the preparation for a performance or athletic contest. Activity courses are paid at 75% of the lecture rate. (e.g., 3hr lab = 75% load of 3-unit lecture =  $0.2 \times 0.75 = 0.15$  load).

**Enhanced Labs:** Labs that require planning and preparation on the part of the instructor that is similar in extent to that of a lecture class. Enhanced labs have the primary function of teaching new and additional concepts that are more than a reinforcement of principles taught in lecture. Such labs, though sometimes connected to the same CRN as the lecture, can be considered stand-alone courses requiring their own homework assignments and exams. Enhanced labs are paid at the same rate as lecture classes (e.g., 3hr lab = 3-unit lecture = 0.2 load).

Beginning the semester following the ratification of this agreement, lab courses in the following disciplines shall be considered Enhanced Labs:

AC	AUTO	DH	GEOL	PHSO
ACE	BIOL	DM	HS	PHYS
AG	BIOT	EMS	MICR	PM
ANAT	BOT	EMT	MST	RADT
ANPH	CHEM	ENGR	MT	WEL
ANTH	CRM	ESRM	NS	ZOO
AST	DA	GEOG	PHSC	

Any changes to the subject codes of courses on this list shall not change the intent or application of the above list and shall be reflected in updates to this list in the next CBA negotiations.

All other labs shall be considered Activity Courses.



**Appendix H, Form A1: Flex Activity Form**

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This form may be used for approval of self-assigned flex day activities, and also for proposed alternative activities on mandatory flex days.

When the approved activity you have submitted is completed and you have signed below, then this form should be kept in your division/worksite office. (Be sure to keep a copy of these forms as you submit them.)

Name of Faculty: \_\_\_\_\_

Date: \_\_\_\_\_

Activity:

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Total Hours: \_\_\_\_\_

Approval: \_\_\_\_\_

Faculty Signature: \_\_\_\_\_ (Sign after completing activity)

Submit completed form to your  
division/worksite office after  
making a copy for your file.

**Appendix H, Form B1: Non-Contract Faculty Flex Contract**

In the table below, indicate by column the information for your self-assigned flex day activities. As you plan your activity, add it to the list, get the department or divisional approval and when it is completed, sign in the appropriate place. You may also use the Flex Day Activity Form for approval. The information from that form will be transferred to this sheet.

Your Name: \_\_\_\_\_

Your Total Hourly Obligation: \_\_\_\_\_

Dates(s)	Activity	Activity Hours	Cumulative Hrs	Approval, Dept Chair, Div Dean, etc. Initials	Faculty Signature

I certify that I performed my total obligation of flex day activities as specified above:

Faculty Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Not to be removed from Division Office

**Appendix H, Form B2: Contract Faculty Flex Contract**

In the table below, indicate by column the information for your self-assigned flex day activities. As you plan your activity, add it to the list, get the department or divisional approval and when it is completed, sign in the appropriate place. You may also use the Flex Day Activity Form for approval. The information from that form will be stapled or transferred to this sheet. Include your non-contract assignment obligation also.

Your Name: \_\_\_\_\_

Your non-contract (extra-hourly) assignment obligation: \_\_\_\_\_

Your Total Hourly Obligation: \_\_\_\_\_

Dates(s)	Activity	Activity Hours	Cumulative Hrs	Approval, Dept Chair, Div Dean, etc. Initials	Faculty Signature

I certify that I performed my total obligation of flex day activities as specified above:

Faculty Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Not to be removed from Division Office

Appendix I: Tiebreakers

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Memorandum of Understanding  
Between the  
Ventura County Federation of College Teachers (AFT) Local 1828 and  
Ventura County Community College District (VCCCD)  
Section 5.4B(1)  
March 31, 2009

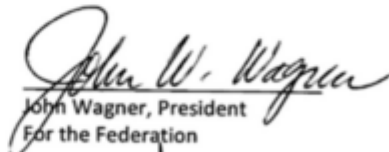
This agreement replaces an earlier one dated July 22, 2008 and, like the predecessor, establishes a process for breaking ties in longevity as defined in Section 5.4.B (1) of the AFT/VCCCD Agreement.

By the end of the third week of each fall and spring semester, a representative of the District and a representative of the Federation shall meet to draw all the letters of the alphabet to determine an "alphabetical disorder" for the breaking of ties using the last names and then, if the last names are the same, the first and middle names of the faculty involved. For example if the letter *t* is drawn first, *y* second, and *a* third, a faculty member with the last name "Tyler" would be the winner of the tie-breaking over a faculty member with the last name "Talai." (In the rare instance when the first, last, and middle names of the individuals involved are the same, then the street names where their residences are located shall be used.)

The drawing of letters in the fall shall govern tie-breaking for assignments for the following spring and summer, and the drawing in the spring shall govern tie-breaking for assignments for the following fall.



Patricia Parham, Vice Chancellor, HR  
For the District



John Wagner, President  
For the Federation



Bob Pugh, Grievance Chair  
For the Federation

**Appendix J, Form A1: Cash-Out and/or Workload Balancing Utilization Form**

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Ventura County Community College District

Faculty Name: \_\_\_\_\_ Date: \_\_\_\_\_ Employee ID#: \_\_\_\_\_

Campus: MC  OC  VC  Division: \_\_\_\_\_

VP: _____
Dean: _____
HR: _____
Payroll: _____
Discipline Rep _____

-----  
**I plan to take Workload Balancing Leave:**

Dates of Workload Balance Leave: \_\_\_\_\_ Semester: \_\_\_\_\_ Year: \_\_\_\_\_

Amount of Load Reduction: \_\_\_\_\_%

-----

**I plan to Cash Out:**

# of Lecture Hours: \_\_\_\_\_ # of Lab Hours: \_\_\_\_\_ Month/Year to Receive Funds: \_\_\_\_\_

Faculty Signature: \_\_\_\_\_ Date: \_\_\_\_\_



**Appendix J, Form A2: Workload Balancing Banking Plan**

Ventura County Community College District

*MUST BE SUBMITTED NO LATER THAN 5 WORKING DAYS  
AFTER END OF FIRST CENSUS*

Faculty Name: \_\_\_\_\_ Date: \_\_\_\_\_ Employee ID#: \_\_\_\_\_  
Campus: MC  OC  VC  Division: \_\_\_\_\_ Primary Job Title: \_\_\_\_\_

VP: \_\_\_\_\_  
Dean: \_\_\_\_\_  
Admin Svcs: \_\_\_\_\_  
HR: \_\_\_\_\_  
Dist Payroll: \_\_\_\_\_

**Work Description:**

Class Title: \_\_\_\_\_ Course #: \_\_\_\_\_ CRN: \_\_\_\_\_  
Semester: \_\_\_\_\_ Year: \_\_\_\_\_ Course Length (Weeks): \_\_\_\_\_

Hours: Lecture: \_\_\_\_\_ Lab: \_\_\_\_\_ Lec/Lab: \_\_\_\_\_ Non-Classroom Inst. Serv: \_\_\_\_\_

Equal Pay Offer: Extra Class: \_\_\_\_\_ Extra-Large Class: \_\_\_\_\_

LEH: \_\_\_\_\_

Time Sheet Hourly: \_\_\_\_\_

**Work Description:**

Class Title: \_\_\_\_\_ Course #: \_\_\_\_\_ CRN: \_\_\_\_\_  
Semester: \_\_\_\_\_ Year: \_\_\_\_\_ Course Length (Weeks): \_\_\_\_\_

Hours: Lecture: \_\_\_\_\_ Lab: \_\_\_\_\_ Lec/Lab: \_\_\_\_\_ Non-Classroom Inst. Serv: \_\_\_\_\_

Equal Pay Offer: Extra Class: \_\_\_\_\_ Extra-Large Class: \_\_\_\_\_

LEH: \_\_\_\_\_

Time Sheet Hourly: \_\_\_\_\_

**Work Description:**

Class Title: \_\_\_\_\_ Course #: \_\_\_\_\_ CRN: \_\_\_\_\_  
Semester: \_\_\_\_\_ Year: \_\_\_\_\_ Course Length (Weeks): \_\_\_\_\_

Hours: Lecture: \_\_\_\_\_ Lab: \_\_\_\_\_ Lec/Lab: \_\_\_\_\_ Non-Classroom Inst. Serv: \_\_\_\_\_

Equal Pay Offer: Extra Class: \_\_\_\_\_ Extra-Large Class: \_\_\_\_\_

LEH: \_\_\_\_\_

Time Sheet Hourly: \_\_\_\_\_

**Appendix K: Voluntary Transfer Request**

Ventura County Community College District  
Human Resources Department

I. In accordance with the Agreement between the AFT and the VCCCD, Article 14, Subsection 14.2., I request consideration for transfer to the college indicated below:

**NAME OF FACULTY MEMBER:** \_\_\_\_\_ **AREA OF ASSIGNMENT:** \_\_\_\_\_

TRANSFER REQUESTED FROM: \_\_\_\_\_ COLLEGE TO: \_\_\_\_\_ COLLEGE

REASON FOR TRANSFER REQUEST: \_\_\_\_\_

EFFECTIVE DATE OF TRANSFER: \_\_\_\_\_

SIGNATURE OF FACULTY MEMBER: \_\_\_\_\_ DATE SIGNED: \_\_\_\_\_

-----

II. COLLEGE OF PRESENT ASSIGNMENT:  APPROVED  DISAPPROVED

\_\_\_\_\_  
Division Dean Date

\_\_\_\_\_  
College President Date

-----

III. COLLEGE TO WHICH TRANSER IS REQUESTED:

*Department Recommendation:*  APPROVED  DISAPPROVED

\_\_\_\_\_  
*Division Representative* Date

\_\_\_\_\_  
Division Dean Date  APPROVED  DISAPPROVED

\_\_\_\_\_  
College President Date

Forward completed forms to the Office of the Vice Chancellor, Human Resources, District Office.

**Appendix L: Minimum Qualifications for Faculty**

---

**And Administrators in California Community Colleges**

**16<sup>th</sup> Edition**

**2021**

Use website: [California Community College Chancellor's Office, Educational Services and Support Division](#)

<https://www.cccco.edu/-/media/CCCCO-Website/About-Us/Divisions/Educational-Services-and-Support/Academic-Affairs/What-we-do/Curriculum-and-Instruction-Unit/Minimum-Qualifications/ccco-2021-report-min-qualifications-a11y.pdf?la=en&hash=AB424D9D2AEDEEBE2A54757BF58ABFC2B852A2F9>

**Appendix M: Domestic Partners**

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- A. In order to qualify for domestic partner coverage, faculty members and their partners must satisfy the following eligibility requirements:
- 1) They must meet all of the requirements for a domestic partnership as set forth in Section 297 of the California Family Code.
  - 2) They must file a Declaration of Domestic Partnership with the California Secretary of State, pursuant to Section 298.5 of the California Family Code.
  - 3) They must provide the District with proof of the following:
    - a) The filing of the Declaration of Domestic Partnership with the California Secretary of State
    - b) The registration of the Declaration of Domestic Partnership by the California Secretary of State

**Appendix N: Notice of Intent to Complete Academic Units for Academic Year**

---

**Form N**

See HR Tools on the VCCCD Portal for latest

*Notice of Intent to Complete Academic Units for Academic Year Form*

Appendix O: Compensation for Off Contract Screening Committee Work



VENTURA COUNTY COMMUNITY COLLEGE DISTRICT  
HUMAN RESOURCES DEPARTMENT

Off-Contract Academic Screening Committee Pay Form

SCREENING COMMITTEE MEMBER INFORMATION

NAME (Last, First Name): \_\_\_\_\_ ID: \_\_\_\_\_

DEPARTMENT: \_\_\_\_\_ COLLEGE:  Moorpark  Oxnard  Ventura

Contract Faculty or  Non-Contract Faculty

RECRUITMENT INFORMATION

1. TYPE:  Non-Contract or  Contract POSITION NUMBER (contract only): \_\_\_\_\_

2. TITLE/DISCIPLINE: \_\_\_\_\_

3. LOCATION:  Moorpark  Oxnard  Ventura

4. EMPLOYMENT EQUITY FACILITATOR (EEF): \_\_\_\_\_

SCREENING INFORMATION

1. Number of Applications Pre-Screened: \_\_\_\_\_ @ \$10.00 per candidate = \_\_\_\_\_

2. Number of Applications Screened: \_\_\_\_\_ @ \$20.00 per candidate = \_\_\_\_\_

3. Time Spent in meetings with EEF: \_\_\_\_\_ @ \$50.00 per hour (round up to nearest 1/2 hour) = \_\_\_\_\_

TOTAL COMPENSATION FOR OFF-CONTRACT SCREENING COMMITTEE WORK: \$ \_\_\_\_\_

Faculty Signature: \_\_\_\_\_ Date: \_\_\_\_\_

FOAP: \_\_\_\_\_

Dean/Supervisor Name (Last, First Name): \_\_\_\_\_

Dean/Supervisor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Submit form: Upload to [2023 Off-Contract Academic Screening Committee](#) files or via email to: \_\_\_\_\_@vcccd.edu

Please note: If submitted after the 15<sup>th</sup> of the month, it will be paid the following month.

FOR HUMAN RESOURCES USE ONLY:

1. HR Representative verifying tally: \_\_\_\_\_

2. Date sent to Payroll: \_\_\_\_\_

Revised 05/23/2023



## Appendix P: Special Project Exemption Request

### SPECIAL PROJECT EXCEPTION REQUEST FORM

Instructions: This form should be used to request exceptions to the terms of Article 3.10 related to special projects, and may be used in the following cases:

1. To request an exception to the time limitation for projects that will extend beyond 1 academic year
2. To request exemption from Article 3.10 for projects funded through grants and other external sources where the terms of the funding conflict with article 3.10

Please complete all applicable sections of this form based on the type of exception you are requesting. When available, please attached applicable portions of a grant application or agreement.

EXCEPTION REQUEST INFORMATION			
Request Date:		Date Exception Required:	
Name of Project Manager:			
Title/Position:		Dept/Division/Campus:	
Contact Info (email/phone):			
I am requesting an exception to the following:	<input type="checkbox"/> 1 academic year limit <input type="checkbox"/> terms under a grant or external funding		

EXCEPTION JUSTIFICATION
<i>What specific aspects of this project make it impossible to complete without this exception? What safeguards will be in place to ensure that staffing is done in a fair, impartial manner, without fear or favor and in ways that promote diversity, equity, and inclusion?</i>

PROJECT OVERVIEW				
Project Title:				
Project Start Date:		Project End Date:		
Est. Hrs/Week		# of Wks:		Total Hrs:
Funding Source:	<input type="checkbox"/> General Fund <input type="checkbox"/> Grant Funded <input type="checkbox"/> Other:			
Funding Approved:	<input type="checkbox"/> Yes <input type="checkbox"/> Pending	Funding Period (i.e., grant dates):		

<p><b>Project Description</b>  <i>(Please describe the nature of the work in as much detail as possible, including the exact work product expected as a result, as well as any anticipated deliverables, interim work product, and significant milestones, timetables, or expected completion dates. Vague project descriptions may result in processing delays or denial of request – attach additional pages as needed.)</i></p>

<b>PROJECT STAFFING</b>			
Currently Staffed:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Incumbent(s):	
Classification Requirements:	<input type="checkbox"/> Full Time (Contract) <input type="checkbox"/> Requires Tenure Status <input type="checkbox"/> Part Time (Non-Contract) <input type="checkbox"/> No Restriction		
<b>Qualifications/Training Requirements:</b>			
<i>Please list any project-specific qualifications or training requirements in as much detail as possible. For example, is this project restricted to faculty in a particular discipline, or does it require special certifications?</i>			
<b>Candidate Selection Process:</b>			
Recruitment Period/Dates:			
Will this be a district-wide recruitment? <input type="checkbox"/> Yes <input type="checkbox"/> No			
<i>What safeguards are in place to ensure that all faculty (contract and non-contract) who are otherwise qualified, will have a reasonable opportunity for consideration and assignment within the legitimate qualification restrictions of this project?</i>			

<b>APPROVAL</b>			
<b>Human Resources</b>	<input type="checkbox"/> Approve <input type="checkbox"/> Deny	<b>Name/Title:</b>	
Reason for Denial (if applicable)			
<b>AFT Local 1828</b>	<input type="checkbox"/> Approve <input type="checkbox"/> Deny	<b>Name/Title:</b>	
Reason for Denial (if applicable)			



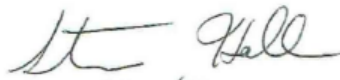
**MOU: Health Benefit Vesting - CalPERS**


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CalPERS MOU

**Cover Letter  
Intent for Health Benefit Vesting Memorandum  
of Agreement**

The intent of the MOU is to establish for CalPERS that the VCCCD shall use the AFT/VCCCD Collective Bargaining Agreement (CBA) to determine district contributions for retiree medical benefits. The MOU does not change or supersede any provisions of the AFT/VCCCD collective bargaining agreement. The sole unlikely exception, whereby a faculty member could receive a greater benefit than he/she is entitled to per the CBA, is when a faculty member attains 60 years of service credit as referenced in Paragraph 3 of the MOU.

  
5/25/20

  
5/25/2020



Ventura County Community College District

761 EAST DAILY DRIVE, SUITE 200, CAMARILLO, CALIFORNIA 93010  
PHONE (805) 652-5500 FAX (805) 652-7700  
WWW.VCCCD.EDU

DR. GREG GILLESPIE  
CHANCELLOR

MEMORANDUM OF AGREEMENT  
HEALTH BENEFIT VESTING

1. This bilateral Agreement is made and entered into this day, September 1, 2020, by and between the parties: Ventura County Community College District (DISTRICT) and the Ventura County Federation of College Teachers, AFT Local 1828 (VCFCT).
2. Nothing in this Memorandum effects or requires a change to the DISTRICT'S health benefits contribution to active VCFCT employees and its retirees, as defined in the VCFCT Collective Bargaining Agreement.
3. Effective on the day of ratification, any bargaining unit member who has been employed for sixty (60) years of credited service with the District shall be entitled upon retirement to at least the minimum health employer contribution set by Public Employees' Medical and Hospital Care Act (PEMHCA).
4. Only employees retired on or after September 1, 2020 shall be subject to the years of service criteria defined in Paragraph 3.
5. All members who have retired before September 1, 2020 are eligible for the health benefit employer contribution as defined in the VCFCT Collective Bargaining Agreement.
6. In order to receive the employer's contribution payable for post-retirement health benefits, annuitants who retire for disability must meet the credited years of service requirement in Paragraph 3.
7. This Memorandum shall apply only if the District elects to participate, and while it participates, in the CalPERS program.

Agreed to:

District Signature: [Signature] 5/25/2020

Title: Chancellor

Bargaining Unit Signature: \_\_\_\_\_

[Signature]

Title: \_\_\_\_\_

Date: \_\_\_\_\_

5/25/2020

MOORPARK COLLEGE • OXNARD COLLEGE • VENTURA COLLEGE  
GOVERNING BOARD • JOSHUA CHANCER • LARRY KENNEDY • DIANNE E. MCKAY • BERNARDO M. PEREZ • GABRIELA TORRES

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