

AGREEMENT BETWEEN



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

And



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

July 1, 2016, through June 30, 2019

**Ventura County Community College District
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(805) 652-5500**

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- 1.1 This collective bargaining agreement (hereafter referred to as "Agreement") is made and entered into July 1, 2016, 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").

- 2.1 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 V, Section 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 his/her 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.

- 3.1 Increase non-contract faculty salary schedule by 1% effective July 1, 2017, and 0.75% effective July 1, 2018.

- 3.1.A. All contract faculty members shall be compensated on the basis of the following schedule, effective July 1, 2016:

FULL-TIME ACADEMIC SALARY SCHEDULE
EFFECTIVE JULY 1, 2016

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	CLASS V Earned Doctorate
1	48,751	53,627	58,499	63,376	68,249
2	51,189	56,062	60,939	65,810	70,686
3	53,627	58,499	63,376	68,249	73,124
4	56,062	60,939	65,810	70,686	75,561
5	58,499	63,376	68,249	73,124	77,997
6	60,939	65,810	70,686	75,561	80,440
7	63,376	68,249	73,124	77,997	82,874
8	65,810	70,686	75,561	80,440	85,311
9	68,249	73,124	77,997	82,874	87,748
10	70,686	75,561	80,440	85,311	90,185
11	73,124	77,997	82,874	87,748	92,621
12	75,561	80,440	85,311	90,185	95,059
13	77,997	82,874	87,748	92,621	97,496
14	80,440	85,311	90,185	95,059	99,933
15	82,874	87,748	92,621	97,496	102,372

YEARS	Reflects base salary at Step 15 plus longevity increment				
16-20 6% of CL1, ST1	85,798.92	90,672.92	95,545.92	100,420.92	105,296.92
21-25 9% of CL1, ST1	87,261.37	92,135.37	97,008.37	101,883.37	106,759.37
26-30 12% of CL1, ST1	88,723.83	93,597.83	98,470.83	103,345.83	108,221.83
31+ 15% of CL1, ST1	90,186.29	95,060.29	99,933.29	104,808.29	109,684.29

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 \$6,581.00 (1/10 of Class I, Step 8) – Exceptions subject to Board approval.

3.1.B. Distribution of Pro-Rata Funds

The goal of the parties is to implement a pro-rata pay process that, over time, equalizes non-contract classroom faculty salaries to 75% of contract classroom faculty salaries and non-contract non-classroom faculty salaries to 100% of contract non-classroom faculty salaries.

Effective July 1, 2008, non-contract faculty will be paid based upon load and a salary schedule of 3 columns and seven steps. Non-contract classroom assignments and non-contract non-classroom assignments will be paid from separate salary schedules. The goal of pro-rata is to move the non-contract salary schedules toward a pro-ratio of Columns I, III, V and steps 1 through 7 of the contract faculty salary schedule.

3.1.C. Salary is also subject to the following conditions:

- (1) The maximum monthly rate for long-term substitutes is 1/10 of Class I, Step 8, with credit 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.
- (2) At the option of the contract employee, the annual salary may be paid in ten or twelve equal monthly payments.

3.2 **Initial Placement on Full-Time Instructor Salary Schedule**

Initial placement in the salary classification set forth in Section 3.1 shall be determined by the District according to the following criteria, after receipt by the VCCCD Human Resources Department of appropriate verification of training and experience. All professional training shall be evaluated in terms of semester units (e.g., one-quarter unit equals 2/3 semester unit). New hires are encouraged to submit in person to VCCCD Human Resources all substantiating documentation in support of initial placement and to request a date-stamped copy of their submission. 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. 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 no additional questions.

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

3.2.A. **Qualifications for Class I are:**

- (1) Possession of a Bachelor's degree from an accredited college or university; or
- (2) Possession of an appropriate credential or Minimum Qualifications in a vocational subject matter, based on occupational experience.

- (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.
- (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.
- (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.

3.2.B. Qualifications for Class II are:

- (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
- (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) 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.
- (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 3.2.A.(5) will be applied where appropriate.

3.2.C. Qualifications for Class III are:

- (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
- (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) 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.

3.2.D. Qualifications for Class IV are:

- (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
- (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) 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.

3.2.E. Qualifications for Class V are:

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

3.3 Administration of the Full-Time Faculty Salary Schedule

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

- (1) Professional preparation as defined in Sections 3.3.A(2), 3.3.A(3), and 3.3.A(4).
- (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. At the new hire orientation, 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) 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 3.2. 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.
- (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.

3.3.B. Advancement on the full-time salary schedule will be subject to all of the following conditions:

- (1) Evaluation of course credit shall be made by the District upon the recommendation of the College President or his/her 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.
- (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 1 of the year in which advancement is made.
- (3) Unit credit(s) shall not be counted toward advancement on the salary schedule unless all of the following conditions are met:
 - 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.
 - b. The unit credit(s) completed are related to the faculty member's assignment; or are obtained pursuant to a plan of study that has received prior approval by the Chancellor or his/her designee; or

are unrelated to the faculty member's assignment, but have received prior approval by the Chancellor or his/her designee.

c. The unit credit(s) completed is upper division or graduate level except as follows:

- 1) 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;
- 2) a maximum of ten (10) lower division units completed in foreign language;
- 3) a maximum of six (6) lower division units completed to provide computer literacy;
- 4) 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.

d. Units completed in correspondence or home study institutes are not eligible for consideration for placement or advancement on the salary schedule.

e. 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).

(4) 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 the provisions of this Agreement.

3.3.C. 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. The District shall respond within sixty (60) working days to the faculty member seeking evaluation of said professional training or credits.

3.4 Rates for Non-Contract Assignments

3.4.A. All daily substitute faculty and all other faculty paid on hourly basis, including Summer Intersession faculty, shall be paid at the rates specified below, provided that:

- (1) The service performed by a contract faculty member who is performing such service is in addition to any requirements prescribed as a part of such faculty member's regular contract employment.
- (2) 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:
 - attendance at division meetings held on non-flex days
 - attendance at department meetings held on non-flex days.

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.)

3.4.B. Effective July 1, 2016, compensation for non-contract services, including summer intersession, shall be based upon the following schedules.

SALARY SCHEDULES FOR PART-TIME ACADEMIC

FACULTY CLASSROOM SALARY SCHEDULE PER .1 LOAD EFFECTIVE FALL 2016			
STEP	CLASS I Credential	CLASS II Masters	CLASS III Earned Doctorate
1	1,561	1,873	2,185
2	1,639	1,952	2,262
3	1,716	2,028	2,342
4	1,796	2,107	2,418
5	1,873	2,185	2,496
6	1,952	2,262	2,574
7	2,028	2,342	2,653

FACULTY CLASSROOM SALARY SCHEDULE PER .1 LOAD EFFECTIVE FALL 2017			
STEP	CLASS I Credential	CLASS II Masters	CLASS III Earned Doctorate
1	1,577	1,892	2,207
2	1,655	1,972	2,285
3	1,733	2,048	2,365
4	1,814	2,128	2,442
5	1,892	2,207	2,521
6	1,972	2,285	2,600
7	2,048	2,365	2,680

FACULTY CLASSROOM SALARY SCHEDULE PER .1 LOAD EFFECTIVE FALL 2018			
STEP	CLASS I Credential	CLASS II Masters	CLASS III Earned Doctorate
1	1,589	1,906	2,224
2	1,667	1,987	2,302
3	1,746	2,063	2,383
4	1,828	2,144	2,460
5	1,906	2,224	2,540
6	1,987	2,302	2,620
7	2,063	2,383	2,700

FACULTY NON-CLASSROOM SALARY SCHEDULE PER .1 LOAD EFFECTIVE FALL 2016			
STEP	CLASS I Credential	CLASS II Masters	CLASS III Earned Doctorate
1	2,082	2,496	2,912
2	2,185	2,601	3,017
3	2,288	2,705	3,122
4	2,393	2,808	3,255
5	2,496	2,912	3,329
6	2,601	3,017	3,434
7	2,705	3,122	3,537

FACULTY NON-CLASSROOM SALARY SCHEDULE PER .1 LOAD EFFECTIVE FALL 2017			
STEP	CLASS I Credential	CLASS II Masters	CLASS III Earned Doctorate
1	2,103	2,521	2,941
2	2,207	2,627	3,047
3	2,311	2,732	3,153
4	2,417	2,836	3,257
5	2,521	2,941	3,362
6	2,627	3,047	3,468
7	2,732	3,153	3,572

FACULTY NON-CLASSROOM SALARY SCHEDULE PER .1 LOAD EFFECTIVE FALL 2018			
STEP	CLASS I Credential	CLASS II Masters	CLASS III Earned Doctorate
1	2,119	2,540	2,963
2	2,224	2,647	3,070
3	2,328	2,752	3,177
4	2,435	2,857	3,281
5	2,540	2,963	3,387
6	2,647	3,070	3,494
7	2,752	3,177	3,599

The hourly salary schedule shown below (Table 3.4.B.(1)) will be used to pay for the following assignments:

- o Stipends
- o Facilitators
- o Work experience
- o Non-contract faculty office hours
- o Department Chair evaluation pay (Section 13.1.F.(3))
- o Pay for non-contract faculty attendance at Division and Department meetings (Section 3.4.A.(2)).

Timesheets will be required for all positions listed above and for substitutes, counselors with "up to hours," cancellations of class after the beginning of the class, and a few classes with varying hours such as private lessons. Although these will require timesheets, they will be calculated and paid based on load or "hold harmless" if applicable.

Full term classes will be paid in five equal payments. Short term classes will be paid in equal payments. For short term classes that begin on or before the 15th of the month, the first payment will occur at the end of the month in which the class begins and end the month the class ends. For short-term classes that begin after the 15th of the month, payments will begin following the month the class begins and ending the month the class ends.

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.

3.4.B.(1)

FACULTY HOURLY SALARY SCHEDULE EFFECTIVE FALL 2016			
STEP	CLASS I Credential	CLASS II Masters	CLASS III Earned Doctorate
1	54.79	59.28	68.97
2	57.52	64.14	73.79
3	59.92	68.97	78.64
4	64.12	73.33	83.49
5	75.00	84.68	94.29
6	75.00	84.68	94.29
7	75.00	84.68	94.29

FACULTY HOURLY SALARY SCHEDULE EFFECTIVE FALL 2017			
STEP	CLASS I Credential	CLASS II Masters	CLASS III Earned Doctorate
1	55.34	59.87	69.66
2	58.10	64.78	74.53
3	60.52	69.66	79.43
4	64.76	74.06	84.32
5	75.75	85.53	95.23
6	75.75	85.53	95.23
7	75.75	85.53	95.23

FACULTY HOURLY SALARY SCHEDULE EFFECTIVE FALL 2018			
STEP	CLASS I Credential	CLASS II Masters	CLASS III Earned Doctorate
1	55.76	60.32	70.18
2	58.54	65.27	75.09
3	60.97	70.18	80.03
4	65.25	74.62	84.95
5	76.32	86.17	95.94
6	76.32	86.17	95.94
7	76.32	86.17	95.94

- 3.4.C. With regard to initial placement on the part-time faculty salary schedule, new non-contract employees shall receive a maximum of three years credit 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. New non-contract employees must provide written documentation of non-District teaching experience not later than thirty (30) days following hire.

3.4.D.

- (1) Movement from the "Credential" column to the "Master's Degree" column of the non-contract salary schedule requires possession of a Master's degree; or, for vocationally credentialed instructors only, at least four semesters of service at the 7th step of the "Credential" column.
- (2) Payment for services for regularly-scheduled semester-long assignments shall be made in five equal monthly installments during a semester.
- (3) 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 3.4.B for each hour for which services are not rendered.
- (4) 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 Section 3.4.B for hours of service actually rendered.
- (5) With the implementation of the new non-contract faculty salary schedule, effective July 1, 2008, based on load, no current faculty member shall have his/her salary reduced from the comparable rate (s)he is currently being paid for an equivalent load/assignment. A faculty member currently earning at a rate higher than in the new schedule will not receive increase until his/her rate in the new salary schedule is greater than his/her current rate.

3.4.E. Years of service for the purpose of establishing pay advancement under the non-contract salary schedule shall be calculated by the District on the basis of faculty members' academic service in the District. Faculty will advance on the 7-step part-time schedule in the following manner and subject to the following conditions:

- (1) Advancement from one step to the next will occur beginning the semester after the faculty member completes four semesters of creditable service. Creditable service is the maximum of three semesters of service within one academic year at Ventura County Community College District beginning with the fall semester. Salary advancements will be made only in the fall and spring semesters.
- (2) 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 3.3.A.(2) of the Agreement, this service will be counted as "creditable service" for advancement purposes.
- (3) The maximum credit for salary advancement under this section shall be two semesters in any one academic year beginning with the fall semester and ending with the summer intersession.
- (4) One semester of service shall require the teaching of at least one semester course of one unit or more or its equivalent.
- (5) One full season of coaching shall be considered equal to one semester.

- (6) One summer intersession of service shall equal one semester. No more than one semester of creditable service may be accrued by any faculty member in any summer regardless of how many summer intersessions he or she may teach.
- (7) For non-classroom faculty, 100 hours or more of academic non-classroom service in a single semester shall equal one semester.

3.5 Stipend Agreement

3.5.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:

(1) Coaching (per season)		
a.	Baseball	110 hours + 20 hours for Head Coach
b.	Basketball	110 hours + 20 hours for Head Coach
c.	Cross Country	80 hours + 20 hours for Head Coach
d.	Football	110 hours + 20 hours for Head Coach
e.	Golf	80 hours + 20 hours for Head Coach
f.	Soccer	80 hours + 20 hours for Head Coach
g.	Softball	110 hours + 20 hours for Head Coach
h.	Swimming	80 hours + 20 hours for Head Coach
i.	Tennis	80 hours + 20 hours for Head Coach
j.	Track	80 hours + 20 hours for Head Coach
k.	Volleyball	80 hours + 20 hours for Head Coach
l.	Water Polo	80 hours + 20 hours for Head Coach
m.	Wrestling	80 hours + 20 hours for Head Coach
(2) Directing, Producing, and Other Institutional Support/Service		
a.	Art Gallery	50 hours per gallery
b.	Automotive Technology (e.g., T-TEN Program, NATEF, ASE, etc.)	45 hours per academic year
c.	Dance	80 hours per major production
d.	Diesel Technology	45 hours per academic year
e.	Drama/Theater	1) 50 hours per major production for director 2) 50 hours per major production for producer
f.	Forensics	90 hours + 20 hours for Head Coach per semester
g.	Journalism	80 hours per semester
h.	Literary Magazine	50 hours per major issue
i.	Model United Nations	45 hours per academic year
j.	Music Groups	100 hours per major production (e.g., operas, musicals, etc.)
k.	Telecommunications	50 hours per major production

3.5.B. The amounts set forth as compensation for extra assignments under Section 3.5 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. For the purpose of calculating the stipends payable under this section, the rates specified in Section 3.4 shall be utilized. Stipends listed in Section 3.5.A shall not be considered in determining whether a faculty member is working .67 FTE load under Education Code section 87482.5.

- 3.5.C. College management retains the right to determine the number and scope of sports, teams, groups, productions; or issues eligible for stipends under Section 3.5 that exceed the requirement for a course or activity as defined in the college catalog.
- 3.5.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 she/he assumes responsibility for both a men's and women's team, the single coach will receive an additional 20 hours per semester.

3.6

3.6.A. **Extra Contract Assignments**

Extra days for extended contracts 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.

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

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 Assignment in School Months
Instructor/Department Chair	10¼, 10½, or 10¾
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
Student Personnel Worker	11 months

No faculty will be harmed in making modifications to the above list of titles of the June 30, 2016, CBA. Any faculty member with a designated focus (e.g., EAC Counselor) shall not be changed as a result of the above modifications.

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

Extra days shall be calculated by 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.)

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

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.

3.7 Monthly Rates on Instructor Salary Schedule

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.

3.8 Contract Faculty Service Increments

Service increments based on years of service to the Ventura County Community College District, including continuous service to the Ventura Union High School District prior to July 1, 1962, shall be added to the base salaries as follows:

YEARS	Reflects base salary at Step 15 plus longevity increment				
16-20 6% of CL1, ST1	85,798.92	90,672.92	95,545.92	100,420.92	105,296.92
21-25 9% of CL1, ST1	87,261.37	92,135.37	97,008.37	101,883.37	106,759.37
26-30 12% of CL1, ST1	88,723.83	93,597.83	98,470.83	103,345.83	108,221.83
31+ 15% of CL1, ST1	90,186.29	95,060.29	99,933.29	104,808.29	109,684.29

3.9 Non-Contract Faculty Service Increments

A \$500 annual service increment based on years of service to the District shall be added to the basic salary of a non-contract faculty member after every 30 semesters of service for those academic years in which such faculty member is employed by the District. This provision applies only to non-contract faculty.

3.10 State Certification Salary Credit

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, 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.

3.11 Temporary Faculty

Temporary faculty (substitutes) 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 when such assignment occurs under one of the following conditions:

3.11.A. To replace a contract or regular faculty member who is on leave of absence for one semester or longer, when such replacement requires the temporary faculty member to work more than 67% of a full-time assignment; or

3.11.B. When such temporary faculty member replaces the same contract or regular faculty member for a period of more than 20 consecutive working days at more than 67% of a full-time assignment; or

3.11.C. 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.

3.12 Compensation of faculty members for independent research and development activities in excess of those normally considered part of a faculty member's workload, shall continue to be provided in those instances where District or College determines its needs warrant research and development proposals that indicate that such compensation for any research and development project, whether proposed by a faculty member or requested by the District, shall be established by the District on the basis of available budget funds, the probable value of the completed research and development to the District educational programs, and the anticipated amount of work needed to complete such research and development.

3.13 Voluntary Deductions

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) and 403(b) IRAs. Prior to any changes being made to approved vendors, the District shall notify all faculty of said changes.

- 4.1 The District during the term of this agreement will continue to offer Blue Cross for eligible faculty members, dependents, and domestic partners in accordance with the plan design in effect as of June 30, 2007 as modified by the implementation of an out-of-pocket maximum for prescription drugs. Effective July 1, 2007, the out-of-pocket maximum is \$500 per year per person/\$1,000 per family for mail order Rx. Any future modifications in the faculty health plan designs or changes in carriers proposed by the Joint AFT/Management Health Benefits Committee (described in Section 4.7) must be agreed to in writing by the AFT and the District. 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 An eligible faculty member who wishes to have health coverage provided through Kaiser or another HMO agreed upon by the AFT and the District rather than Blue Cross may do so, provided that the District's share of the cost for such coverage shall not exceed the amount it would otherwise contribute for Blue Cross medical and vision coverage under this Agreement. The District's contribution shall in no event exceed the full cost of the monthly premium for any such coverage. The deletion or addition of any federally qualified HMO to the options available to faculty members shall only be by joint agreement of the parties.
- 4.3 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.

4.4

4.4.A. Contract Faculty Eligibility

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 college year on at least a half-time basis. 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.

4.4.B. Non-Contract Faculty Eligibility and Coverage

- (1) The District shall provide a Kaiser HMO healthcare plan to non-contract faculty members who meet the criteria listed below. The District agrees to contribute up to \$270,378 annually for this purpose. For the 12-month period beginning September 1, 2008, the District will contribute at least \$3,338 toward the annual single-party premium, the balance to be contributed by the employee at the rate of \$100 deducted tenthly. The full cost of additional coverage for family member(s), if any, also shall be paid by the employee. If the District does not spend the full \$270,378 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. The District and Federation will negotiate the effect of any modification in

rates, number of subscribers or coverage for this plan, per Section 4.7. If the part-time health benefits plan is discontinued, the funds shall be distributed to the non-contract salary schedule in Section 3.4.B.

- 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 .40 or greater for the preceding fall and spring semesters shall be eligible for coverage commencing on September 1 for the next academic year.
 - b. An eligible employee must elect to join the plan during the open enrollment period held in May of the preceding academic year unless the conditions for legally-mandated "Special Enrollment rights" exist.
 - c. If a non-contract faculty member does not receive an assignment by the beginning of any semester, that employee will not be eligible for continuing coverage except at his/her own expense as provided under COBRA. A faculty member who is unable to accept an assignment due to a serious medical problem may obtain a temporary waiver from District Human Resources in order to maintain coverage for the academic year or remainder thereof (i.e., September 1 through August 31) and will retain eligibility for the following academic year provided he/she would have been eligible based upon his/her ARFs and work offers.
 - d. 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.
- (2) Enrollment in the above plan shall be limited to 81 non-contract faculty members for 2008-2009. In the future, if the number of employees applying to enroll in the plan exceeds the agreed upon limits, coverage for the plan will be given first to those faculty members already enrolled and then to those new enrollees having the greatest longevity.
 - (3) Premium payments by eligible faculty will be made tenthly. Deductions from payroll checks will be used whenever possible.
 - (4) 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 4.4.B. ratified on November 17, 2007.
- 4.5 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 Blue Cross, Delta Dental, and vision coverage.
- 4.6 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 or until the employment is terminated, whichever occurs first.

- 4.7 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. 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. The Health Benefits Committee may solicit bids from health care providers, plans, and insurance carriers.

The Health Benefits Committee shall be composed of an equal number of Federation and management representatives, not to exceed 5 each. The committee shall, as soon as possible, establish written by-laws for conducting its functions as set forth in this Agreement.

The Federation shall receive up to 1.0 FTEF annually which may be taken by the committee's faculty representatives as release time or as an equivalent hourly stipend.

- 4.8 Employees who are employed by the District at the time of retirement in accordance with Section 4.5 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 years of service with the District and have attained an age and years of service equal to or greater than 75. The minimum age for retirement is 55. 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.

Faculty initially hired from July 1, 1990 through June 30, 2001 shall receive District-provided coverage to the age of 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.

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 above, and who retire, shall receive District medical coverage similar to current employees to age 65 only if they have attained at least age 55 and have served at least ten 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 65. New faculty members hired on or after July 1, 2015, will not be eligible for retiree health benefits.

- 4.9 Any other contract faculty member who is serving the District at the time of retirement, and who has served the District a minimum of five years and has reached the age of 55, shall upon retirement, have the option of retaining membership in the District's group health insurance plan with premiums to be paid by the retiree.

Following a 30-day grace period during which the District will continue to provide District-paid health and welfare benefits, spouses of deceased faculty members shall have the option of retaining membership in the District's group health insurance plan with premiums to be paid by the individual if the deceased faculty member would have been eligible for District-paid benefits at the time of death. Faculty members receiving a State Teachers' Retirement System disability allocation, and who, prior to receiving the disability allocation, had served the District a minimum of ten years shall have the option of retaining membership in the District's group health insurance plan with premiums to be paid by the individual.

- 4.10 Eligibility and benefits shall be as specified in the District's then-existing group medical insurance plan.
- 4.11 Irrespective of provisions relating to District provision of health and welfare benefits, eligible faculty members shall otherwise maintain the right to retire at age 55 with a minimum of ten years of service.

4.12 Special Pre-Retirement Program

Regular faculty members shall be eligible for special pre-retirement under the following conditions:

- 4.12.A. The faculty member shall have reached the age of 55 prior to the reduction of workload.
- 4.12.B. The faculty member shall have been employed full-time for at least ten years in a position requiring certification, of which the immediately preceding five years were full-time employment.
- 4.12.C. During the period immediately preceding a request for reduction in workload, the faculty member shall have been employed full-time in a position requiring certification for a total of at least five years without a break in service. Sabbatical leaves and other approved leaves of absence shall not constitute a break in service. Time spent on a sabbatical or other approved leave of absence shall not be used in computing the five-year full-time service requirement.
- 4.12.D. 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. Such agreement shall be consistent with the provisions of this Article. The agreement can be revoked or amended with the mutual consent of the District and the faculty member.
- 4.12.E. The faculty member shall be paid a salary which is the pro-rata share of the salary he/she would be earning had he/she not elected to exercise the option of part-time employment, but shall retain all other rights and benefits for which he/she makes the payments that would be required if he/she remained in full-time employment. The District and the faculty member on the program shall agree to make contributions to STRS equal to the amount that would have been contributed if the faculty member had remained in full-time employment.
- 4.12.F. 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. 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.
- 4.12.G. Employment shall be one-half of the number of days of service required by the faculty member's contract of employment during her/his final year of service in a full-time position. In order to qualify for STRS, a faculty member on the pre-retirement plan may not teach less than 50% of a full-time load in a given year. The 50% load may be assigned full-time for one full semester or one-half time for a full academic year. The District will make reasonable efforts to assign the faculty member as near the minimum load as feasible.

- 4.12.H. The total number of years of reduction of workload shall not exceed ten years. The faculty member must agree to retire and terminate his/her services with the District at the conclusion of the faculty member's pre-retirement program, which program shall not exceed ten years.
- 4.12.I. The period of such part-time employment under the reduced workload program shall not extend beyond the end of the school year during which the faculty member reaches his/her 70th birthday.
- 4.12.J. A faculty member wishing to participate in the program shall request to do so no later than February 1 for the following school year.
- 4.12.K. 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 overload.

4.13 Employees' Assistance Program

- 4.13.A. The District will contribute up to \$2.25 each month for each employee in the Unit for the Employees' Assistance Program (hereafter referred to as "EAP").
- 4.13.B. The program shall be available to all faculty.
- 4.13.C. Referrals may be made by supervisors, family members, or peers.
- 4.13.D. Requests for Employees' Assistance Program services shall be made by the employee who is to receive the services.
- 4.13.E. Such requests shall be confidential and no written record of any such requests shall be maintained by any college personnel.
- 4.13.F. No employee is required to avail him/herself of these services.

4.14 125 Plan

The District agrees to continue offering a 125 Plan for full- and part-time employees.

- 4.15 Each non-contract faculty member not currently enrolled in STRS, nor required to do so by law, may elect to become a member of Social Security or STRS. Non-contract faculty have the additional option of the STRS Cash Balance Plan. Employee and employer contributions to Social Security and STRS will be according to law.
- 4.16 The District shall provide to all contract faculty members who meet the eligibility requirements in Section 4.4.A. group term life insurance in the amount of \$50,000.

5.1 Administration of Assignment

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

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

5.2 Contract Teaching Assignments

5.2.A. The typical workload for all classroom teaching faculty members is an average of 40 hours per week and shall include:

- (1) An average of thirty hours per week which includes classroom teaching, preparation and grading for assigned classes, including submission of grades within two working days after finals and timely submission of census data.
- (2) Maintenance of five office hours per week for student conference. Faculty teaching Distance Education Courses online may conduct one office hour online for each .20 teaching load up to a maximum of two hours per week. The office hour schedule is subject to the approval of the appropriate Dean. Each full-time teaching faculty member shall schedule at least one office hour per teaching day. Exceptions for good reason are subject to the approval of the appropriate college Vice President. Schedules will be posted outside the faculty member's office and placed on file in the Office of Student Learning. An office shall be provided as a condition for requiring such scheduled office hours. The location of the 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. Contract faculty with partial teaching assignments shall maintain such office hours as are a pro-ration of the portion of the teaching contract held.
- (3) An average of five hours per week service for instruction-related student-support activities for the academic year shall be submitted in writing to the Dean by December 31 and June 30 for the prior 6 months.

Typically, such activities may include the following:

- a. continuing professional development;
- b. sponsorship and support of student activities;
- c. participation in budget development;
- d. employment interviewing procedures;
- e. college and district committees;
- f. department and division meetings;
- g. curriculum development or review;
- h. program development, review, and/or coordination;

- i. articulation and matriculation;
- j. writing of grant proposals and research projects;
- k. recruitment and high school relations;
- l. registration advisement;
- m. activities of faculty governance, representation and advocacy;
- n. preparation and updating of course outlines;
- o. community outreach and interface.

5.2.B. Hours of Instruction

The classroom teaching load of a faculty member on full assignment shall be:

- (1) Teaching hours of faculty members shall be calculated on the basis of a contract classroom teaching assignment of 30 lecture or lecture-equivalent hours for an academic year (two 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. A faculty member may be assigned more than 16 or less than 14 lecture or lecture-equivalent hours per semester as her/his contract teaching load only with her/his permission. A faculty member who wishes to teach an overload during a Spring semester must first fulfill her/his entire thirty-hour lecture or lecture-equivalent hour load assignment.
- (2) Laboratory teaching assignments shall be in a ratio of three hours laboratory teaching to two hours of lecture teaching (.67 of a lecture hour). Laboratory teaching assignments in the labs listed in Appendix F shall be in a ratio of four hours of laboratory teaching to three hours of lecture teaching (.75 of a lecture hour).
- (3) Lecture-laboratory teaching assignments shall be in a ratio of four hours lecture-laboratory teaching to three hours of lecture teaching (.75 of a lecture hour).
 - a. 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 Athletic Director, but in no case shall classes meet less than two (2) times a week.
 - b. Those coaches who elect to substitute other activities for class meetings shall prepare and submit a written plan, to be approved by the Athletic Director, which may include, but is not limited to recruitment, placement of athletes, advisement of students, high school relations, etc.
- (4) Faculty members who teach classes with attendance 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 25 students in attendance above the 60 students per class.

- a. A team-teaching situation exists in the event that two or more faculty members are assigned to teach a single class offering which encompasses one course or a concurrent combination of courses.
 - b. The additional load credit for each member of a team is to be the additional load credit earned under the formula above [Section 5.2.B.(4)], divided proportionally by the number of members of the team.
- (5) Weekly student contact hours between 300 and 600 are considered a normal assignment. Equalization of load shall be effected, so far as practicable, by assignment of additional:
 - a. Technical, laboratory, reader, or clerical assistance may be provided to an instructional division when student contact hours exceed the following:
 - 1) English Composition, 450
 - 2) Lecture Classes, 550
 - 3) Laboratory Classes, 500
 - b. 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.
 - c. A faculty member may meet and confer at any time with his/her Division Dean and the appropriate college Vice President, regarding his/her 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 overload or extra-hourly assignment, per full-time teaching faculty member, shall be established as management's goal.
- (6) 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 Technical Review Workgroup-Instructional and the Chancellor, subject to approval by the Governing Board.
- (7) PCAP will not be implemented during the term of this Agreement.

5.2.C. Scheduling of Contract Assignments

- (1) Assignments of contract teaching load for contract faculty members shall have first priority over any other class assignments.
- (2) When the assignment for a teaching faculty member is prepared, primary consideration will be given 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.
- (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.
- (4) Faculty members hired for a specific Department/Discipline shall be assigned in that Department/Discipline except as provided in the Transfer Article of this Agreement.
- (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 he/she is 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.
- (6) No faculty member shall be required to exceed any of the following maximums unless the faculty member consents in writing:
 - a. Number of course preparations – 3
 - b. Consecutive lecture hours - 3
 - c. Break between classes in a day assignment - 4 hours
- (7) Normally, contract faculty members will be assigned from 7 a.m. to 5 p.m. during a Monday through Friday time span. Faculty members may, with their consent and the approval of the college management, be scheduled for a non-traditional classroom assignment, but, in no case, fewer than four days.

When special conditions exist on a campus, as determined by college management, and it is deemed advantageous to students and the community served, non-traditional assignments shall be appropriate.

Such contract assignments may include, but are not limited to:

- a. A split assignment requiring both day and evening assignments for a full assignment.
 - b. Saturday and/or satellite campus assignment as part of a full assignment in off-campus locations.
 - c. Innovative "field" courses requiring extended periods with the class at off-campus sites.
 - d. 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.)
- (8) Part-time faculty members shall be assigned duties and responsibilities in proration of a comparable full-time assignment.
 - (9) Teaching faculty members shall begin class on time and shall not, without prior authorization, terminate any class before the required time of adjournment.
 - (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.
 - (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.

5.3 Contract Non-Classroom Faculty

5.3.A. All contract non-classroom faculty on full assignment shall be assigned 35 hours per week.

- (1) Any regularly scheduled assignment in excess of 35 hours per week shall be compensated at the hourly rate as an hourly assignment.
- (2) Assignments for individual faculty members shall be made by the Dean and be scheduled Monday through Friday only between the hours of 7 a.m. and 5 p.m. When the Dean determines there is a need for scheduled hours after 5 p.m. 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 agreement of the faculty member and the Dean. Faculty will make every reasonable effort to accommodate the Dean's request and to share responsibility with other members of their department with respect to evening and Saturday assignments.

Scheduling for individual faculty members shall be prepared by the Dean, 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.

- (3) When special conditions exist on a 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:

- a. A split assignment requiring both day and evening assignments for a full assignment.
- b. Saturday and/or satellite campus assignment as part of a full assignment in off-campus locations.
- c. A traveling assignment which includes more than one site in the District (mileage between work sites to be compensated by the District).

5.3.B. A non-classroom faculty member may be allowed to teach as part of his/her 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.

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

5.3.D. Any non-classroom faculty member on full assignment may request and be assigned up to five hours per week for instruction-related student-support activities. The five hours per week service for instruction-related student-support activities for the academic year shall be submitted in writing to the Dean by December 31 and June 30 for the prior 6 months. Typically, such activities may include the following:

- (1) continuing professional development;
- (2) sponsorship and support of student activities;
- (3) participation in budget development;
- (4) employment interviewing procedures;
- (5) college and district committees;
- (6) department and division meetings;
- (7) curriculum development or review;
- (8) program development and coordination;
- (9) articulation and matriculation;
- (10) writing of grant proposals and research projects;

- (11) recruitment and high school relations;
- (12) registration advisement;
- (13) activities of faculty governance, representation and advocacy;
- (14) community outreach and interface.

5.3.E. The following applies only to the counseling faculty:

- (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.
- (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.

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.

- (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.
- (4) A counselor may be scheduled up to six hours per week to coordinate specialized centers and/or program activities where professional expertise is required.
- (5) Each full-time counselor shall receive a minimum of 3 hours per week for the academic year for development projects, professional growth, research, staff development, transfer assistance, articulation, college/high school visitations and other college activities that directly benefit and promote the department/service area and the student. The hours of assigned time may be distributed in any way throughout the semester to average the weekly assigned time.

The assignment(s)/activity(ies) shall be decided upon after joint consultation between the counselor(s) and the appropriate manager, subject to the approval of the College President or his/her designee. Such approval shall not be unreasonably withheld.

5.4 Non-Contract Assignments

5.4.A. Eligibility

- (1) **Contract Faculty Members:**
 - a. May teach a maximum of one course (without regard to hours) or six class hours (without regard to the number of courses) per

week at the extra hourly rate of pay, except for time required as a substitute.

- b. May work a maximum of six clock hours of a non-classroom assignment per week at the hourly rate of pay, except for time required as a substitute, or in case of emergency, as determined by management. Faculty members receiving stipends or work experience shall not be considered professional ancillary activities under Education Code section 87482.5 for the purposes of non-contract assignments listed under 5.4.A.(1).a.
- c. The sum of the assignments in (a) and (b) above shall not exceed six hours per week during any one semester except as stated above. Hours worked as a facilitator shall be counted in calculating a contract faculty member's extra-hourly maximum. Hours worked as a Screening Committee Facilitator shall not be counted in calculating a contract faculty member's extra-hourly maximum or a non-contract faculty member's maximum assignment.

(2) **Non-Contract Faculty Members:**

- a. May be assigned a combination of teaching and non-classroom assignments to a maximum of not more than .67 FTE. Hours worked as a Screening Committee Facilitator shall not be counted in calculating a contract faculty member's extra-hourly maximum or a non-contract faculty member's maximum assignment.
- b. Amounts paid as stipends under Section 3.5 of the Agreement shall not be considered in determining whether a faculty member is working .67 FTE under Education Code section 87482.5.
- c. 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.
- d. The performance of substitute services 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 .67 FTE within the meaning of Education Code section 87482.5.

5.4.B. **DEFINITIONS/APPLICATIONS**

(1) **Longevity**

- a. Longevity is defined as total semesters (excluding any winter intercession and summer sessions) of non-contract service in a discipline. Disciplines shall be defined in Appendix L, which shall be the current version of the "Minimum Qualifications for Faculty and Administrators in California Community Colleges."
- b. Non-contract faculty will 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, he/she will be credited with the corresponding longevity at each college upon successful completion of his/her fifth (5th) semester district-wide provided that his/her last evaluation was "Satisfactory" or "Excellent" at each college, and he/she has served a minimum of two (2) semesters at each college.

- c. A faculty member may hold different longevity in different disciplines. Faculty may be assigned in different disciplines at one (1) campus or at a combination of campuses, within the same semester.
- d. 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 semester at the "new" college. If the "new college" fails to evaluate in the first semester, successful completion means a "Satisfactory" or better rating on the most recent evaluation on file. The faculty member will continue to accrue longevity only at the college(s) where s(he) is teaching.
- 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 12.5.B.(2).)

If the faculty member is subsequently rehired within eight (8) semesters of removal from the longevity list, his/her longevity will be restored upon completion of the fifth (5th) semester provided the performance evaluation rating is "Satisfactory" or better.
- f. Accumulated longevity is held by a faculty member for life unless longevity is lost because he/she has not received assignments for the previous eight (8) semesters (except as provided by law), the faculty member resigns, or has been removed from the longevity list in accordance with Section 5.4.B.(1)(e).

- (2) The District will provide to the Federation, by the fourth week of each semester, a longevity list by discipline for each college reflecting assignments for the previous semester, including the longevity, pre-longevity, and previous assigned load (PAL) lists.
- (3) **Pre-Longevity Period:** A non-contract faculty member must complete four (4) semesters over a four-year (4) period of service prior to being placed on the longevity list, regardless of the faculty member's PAL.
- (4) **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 (2nd) highest ranked number. (PAL is non-transferable between colleges.) For example, if a

faculty member worked: .4; 0; 0; .2; 0; .6; .2; .6; load would be ranked as .6; .6; .4; .2; .2; 0; 0; 0; and PAL would be .6.

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," his/her PAL will reduce to .2, or not less than one (1) class.

- (5) **Preferred:** A non-contract faculty member evaluated as "Excellent" by a committee summary/overall performance rating shall be designated as preferred. If a faculty member receives two (2) consecutive committee summary/overall performance evaluation ratings of "Satisfactory" or one (1) committee summary/overall performance evaluation rating of "Needs Improvement" or "Unsatisfactory," he/she will be removed from the Preferred List. (Faculty members on their college's Preferred List will remain on the list unless removed through evaluation.) 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.
- (6) **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 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.)

5.4.C. Non-Contract Assignment Procedures

- (1) If classes/hours are available, non-contract assignments shall be made in the following order (a. through e.) unless distance education classes are required to provide the previously assigned load (as defined below). In the case of distance education, the Dean and Department Chair must concur that the non-contract faculty member is sufficiently knowledgeable in the instructional delivery mode to teach the course. If the Dean and the Department Chair do not agree as to whether to give a particular assignment to the faculty member, the appropriate college Vice President will determine the assignment. If a faculty member is dissatisfied with his/her assignment, the appropriate college Vice President will determine the assignment. (See Appendix I for tiebreakers.)
 - a. Full-time faculty teaching extra-hourly and non-contract faculty on a college's preference 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. 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, (s)he 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.

If it is necessary to give a faculty member an assignment in excess of his/her PAL in order to provide a full PAL for that faculty member, this assignment shall be considered an incidental increase in assignment. 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. This incidental increase shall not be considered a violation of the other faculty members' priority rights for assignment under Section 5.4.C.(1) and shall not be considered as a request for an increase as outlined in Section 5.4.C.(1)d.

- (2) The Department Chair/Coordinator will consult with the Dean/immediate supervisor prior to any hourly assignments being recommended. All reasonable effort will be made to accommodate non-contract assignment requests regarding time(s), day(s), location(s) and course(s). 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. If a faculty member is dissatisfied with his/her assignment, the appropriate college Vice President will determine the assignment.

(3) **Assignment Request Forms and Work Offers**

- 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 e-mail attachment to the ARF e-mail address in Human Resources. Return receipt of this e-mail shall be proof of submission.
- b. If requesting assignments in more than one (1) division/college, the faculty member must submit a separate completed ARF for each division/college.
- c. ARFs will be available online through the District's HR Tools forms listing. Paper copies of ARF's will be available for pick up in the District Human Resources Department and at the Offices of the appropriate college Vice Presidents.
- d. Notices for posting and submitting ARFs will be sent to each faculty member by email at the time of posting.

- e. Schedule for posting and submitting ARFs:
- 1) 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.
 - 2) For **Spring Semester** Assignment
 - Post ARFs during second week of the previous Spring Semester.
 - Submit completed ARFs at the end of the sixth week of the previous spring semester.
 - 3) For **Summer Intersession** 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.
- f. Schedule for issuing work offers:
- 1) For **Fall Semester** Assignment:
 - Email work offers in April of the previous Spring semester. Faculty must accept or reject work offers in May of the previous Spring semester.
 - 2) For **Spring Semester** Assignment:
 - Email work offers in October of the previous Fall semester. Faculty must accept or reject work offers in November of the previous Fall semester.
 - 3) For **Summer** Assignment:
 - Email work offers in March of the previous Spring semester. Faculty must accept or reject work offers in April of the previous Spring semester.

A faculty member who fails to accept a work offer in accordance with the timeline specified in Section 5.4.C.(3) may not be assigned a workload for that specific semester.

5.5 Class Cancellations

- (1) **Effect of Class Cancellation.** In the event that a faculty member assigned on a non-contract basis has any part of his/her assignment as indicated in his/her offer of employment cancelled 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 department/discipline (as defined in the current version of "Minimum Qualifications for Faculty and Administrators in California Community Colleges" and in accordance with Section 5.4.B.(1).a., (Appendix L), and Section 6.3 to restore his/her cancelled assignment.

- (2) **Loss of Contract Assignment.** In the event that a contract faculty member has any part of his/her contract assignment cancelled, 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. 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 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 at management's approval, the faculty member shall be allowed to utilize load equalization.

5.6 Summer Intersession Assignments

Summer Intersession assignment is a voluntary, extra or temporary assignment of a qualified faculty member to serve during an authorized Summer Intersession. This assignment is outside of the regular assignment basis and may be authorized only for the period between the last day of the Spring Semester and first day of the next Fall Semester.

5.6.A. All assignments are non-contract in the summer. Based on the assignment considerations listed in Section 5, faculty who submit an ARF within the deadline will be offered up to two classes (or the equivalent hours for non-classroom assignments for non-classroom faculty) 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 in the discipline from other campuses
- (5) New hires and management.

Faculty in the first four priority groups will be offered up to two (2) classes each (or the equivalent hours for non-classroom assignments) each. After these assignments have been made, the Dean, after consultation with the appropriate Department Chair, may move to priority group number 5 for further assignments or may elect to assign additional classes in priority order to faculty in groups 1 through 4 before proceeding to group 5. Accordingly, faculty members may be assigned a total of four classes (or the equivalent hours for non-classroom assignments) for the entirety of summer sessions.

5.7 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.

5.8 Faculty Service Areas (hereafter referred to as "FSA"): An FSA is defined as a service or instructional subject area or group of related services or instructional subject areas performed by 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.

No tenured employee may be terminated while any probationary employee or any other employee with less seniority is retained to render a service in a faculty service area 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 5.7.A.

- 5.8.A. 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. 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.

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.

- 5.8.B. An employee 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.

- (1) Petition for Recognition of Competence in a new FSA by means of minimum qualifications or credential shall be by the following procedure: The employee shall petition the District for such recognition. The District will review and respond within two (2) weeks. 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.
- (2) Petition for Recognition of Competence in an FSA by means of the Districtwide equivalency process shall be by the following procedure: The employee shall submit a Supplemental Application Equivalency Request Form to VCCCD Human Resources. HR will forward the request to the appropriate Equivalency Committee for review. Requests made prior to Feb. 1 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. 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.

- 5.8.C. New Contract Faculty: Within 60 days of hire, the District shall provide each new faculty employee a list of those faculty service areas for which he or she possesses 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.
- 5.8.D. Refusal to grant recognition in a faculty service area is grievable under Article 16, Grievance Procedure.
- 5.8.E. The last day to apply for recognition of a faculty service area for use in a subsequent academic year is February 15th of the prior academic year.

5.9 Non-Contract Office Hours

- 5.9.A. Non-contract faculty assigned to teaching duties shall be compensated for up to six (6) office hours per semester per the following chart:

LOAD	OFFICE HOURS
0 – 0.2	2 office hours
0.21 - 0.4	4 office hours
0.41 – 0.67	6 office hours

Compensation shall be at the appropriate faculty hourly rate (see Table 3.4.B.(1).). Non-contract faculty assigned to teach Distance Education Courses shall be compensated as above. Contract faculty teaching extra hourly or overload assignments shall not be eligible for non-contract office hours.

All non-contract faculty receiving such compensation shall inform his or her students of the time and place of the office hours by including the schedule in the syllabus for each class that is a 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 sections 87880-87885 et seq.

- 5.9.B. Amounts paid under Section 5.9.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 section 87482.5 or under Section 5.4.A.(2) of the Agreement.

5.10 Non-Contract Faculty Applying for Contract Positions

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 positions as specified in the job announcement and determined by the Screening Committee shall be interviewed by the Committee.

- 5.11 No later than the semester following the ratification of this CBA, a non-binding jointly formed "Lab Value Task Force" composed of equal numbers of faculty and management members shall be convened to explore and define the basis on which some lab courses are valued at .67 and others valued at .75 for purposes of revising Appendix F. The Federation shall receive a maximum of 1.2 FTE reassigned time for this purpose. Upon commencement of successor negotiation for the 2019-2022 CBA, this "Lab Value Task Force" shall cease, and any remaining unused reassigned time shall be cancelled.

- 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 his/her designee.
- 6.2 **Maximum Class Size**
- 6.2.A. Faculty members may not enroll students beyond the capacity assigned by management without the 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 classes shall be 27.
- 6.2.D. 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 specified by law or accrediting agency.
- 6.2.E. Maximum enrollment capacities for all class sections shall be documented in the Class Schedule.
- 6.3 A regular credit course must have at least fifteen (15) students enrolled by the last add date on the class roster to be eligible to continue.
- 6.4 Exceptions for regular credit courses with enrollments of less than 15 may be approved on the basis of factors which include, but are not limited to, the following:
- 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. Essential remedial classes in which instruction must be highly individualized.
- 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.
- 6.9 For Fall and Spring semesters, two weeks before start of semester, District will send email notice to instructors of all sections assigned to that instructor with enrollment of less than or equal to 15 students or 50% of the sections' enrollment cap, whichever is lower.

- 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 his/her 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 his/her 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.
- 7.3 If any faculty member has notified his/her 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 Fiscal Services. The Vice President shall then take appropriate corrective action or forward the complaint to the College President.
- 7.4 Within five days of receipt of any such complaint, the College President shall take appropriate corrective action, or shall 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 within 15 working days.
- 7.5 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 his/her 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 8.10.
- 7.6 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 the students.
- 7.7 Any faculty member who is threatened with bodily harm or who suffers bodily harm because of the actions of any individual or group while such faculty member is acting within the course of his/her assigned duties shall report such threat or harm to his/her immediate supervisor, and, where appropriate, to law enforcement authorities. The immediate supervisor shall respond to the faculty member as soon as practicable as to how the District plans to 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.
- 7.8 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 his/her duties.

7.9 Damage or Destruction of Clothing or Personal Property

- 7.9.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.
- 7.9.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.
- 7.9.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.
- 7.9.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.
- 7.9.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 his/her immediate supervisor and submitted within 15 working days of the incident.
- 7.10 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 his/her safety, by providing an escort between such faculty member's worksite and parking area.
- 7.11 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.
- 7.12 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 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 his/her off-season.

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.

The provisions of the District's Drug and Alcohol Testing Program are applicable to a faculty member only in his/her capacity as a commercial vehicle operator.

8.1 **Leaves Without Pay**

8.1.A. 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, health, or for any other reason the Governing Board may determine. Any regular faculty member shall be granted an unpaid leave of absence for reasons of health.

- (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.
- (2) **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.
- (3) **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.
- (4) **Home Responsibilities.** A leave for this purpose may be granted to a faculty member to care for his/her immediate family member whose health temporarily requires substantial attention of the faculty member. The application for such leave must be supported by the written recommendation of a licensed physician or health practitioner. Such leave also may be granted to permit a faculty member to place a newborn or newly adopted child in his/her home in excess of the provisions of Section 8.5.
- (5) **Personal Business.** A leave of absence may be granted to conclude essential legal actions or to obtain broadening professional experience, and 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 8.1.A.(2) and which, in the judgment of the Governing Board, will increase the faculty member's competence in relation to his/her present or anticipated assignment within the District.
- (6) **Military Leave.** Such leave will be granted for required active duty only and is without pay except for employees with one year or more in the District who will receive their regular compensation in the first 30 days of said leave if the first 30 days fall within the employee's period of paid contract employment. Annual military training duty should be taken during vacation periods or at the convenience of the District whenever possible.

8.1.B. The maximum length of any unpaid leave granted by the Governing Board shall be one year, provided that, upon receipt of request for extension, the Governing Board may extend such leave for a maximum of one additional year. A faculty member appointed or elected to a local political office which requires a full-time commitment may be granted an unpaid leave for not more than one elected term to be served in such office.

- 8.1.C. 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 90 days prior to the proposed effective date of the leave. Whenever possible, such leaves shall be requested in minimum increments of one semester or as necessary to minimize interruption of faculty assignments.
- 8.1.D. All leave applications shall be submitted to the office of the appropriate College President or his/her designee, and, if the President or his/her 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.
- 8.1.E. Other than in such exceptional circumstances as the Governing Board may determine or except as set forth in Section 8.1.F., 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.
 - (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 his/her medical, dental and vision coverage in the District group plans at his/her own cost.
 - (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 his/her 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 one of these laws.
- 8.1.F. 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 year's credit. The application for such leave must be filed with the College President and receive his/her 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.
- 8.1.G. Any transfer of a faculty member who is on an unpaid leave of absence shall be subject to the transfer provisions of this Agreement.

8.2 Absence With Salary

Time on paid leave shall be counted as time in service.

8.2.A. Sick Leave

- (1) 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 school month of paid contract service.

- (2) When a contract faculty member is absent from his/her duties because of illness or injury, whether or not the absence arises out of, or in the course of, employment, said faculty member shall be paid:
 - a. Full salary for such absence if that period does not exceed the unused portion of current and accumulated sick leave benefits.
 - b. Half salary for five school months beginning with the expiration of accumulated sick leave. This benefit shall be limited to one five-month period for any one 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 full year of satisfactory service under an annual contract subsequent to the last leave granted under the provisions of this Article.
- (3) Hourly paid faculty having a regularly-scheduled assignment shall earn and accrue sick leave at the rate of 1.64 hours for .1 instructional load (26.25 hours worked) or 3.83 hours for .1 non-classroom load (61.25 hours worked); or at the rate of one-half hour for each 8 hours paid if paid hourly.
 - a. 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.
 - b. Sick leave earned in regular contract employment may not be used in connection with hourly employment.
- (4) 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.A.(2)(b).
- (5) **General:**
 - a. 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.
 - b. 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.
 - c. 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.

- (5) 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. Leave days or hours may be utilized from this pool to provide replacement sick leave when a participating unit member is on a chronic or long-term illness or accident leave. 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 representatives selected by the District and three representatives selected by the Federation. The committee shall recommend rules and regulations for the administration of the pool to the Federation and the District.

8.2.B. Personal Necessity Leave

Accrued full-pay sick leave may be used by a faculty member at his/her election in the following cases of personal necessity.

- (1) Death of a member of his/her immediate family when additional leave is required beyond that provided for Bereavement Leave by this Agreement.
- (2) Accident, involving his/her person or property, or the person or property of a member of his/her immediate family.
- (3) Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or court order.
- (4) Personal emergencies, which include recognized religious holidays, serious illness involving a member of the immediate family, and personal business of a compelling nature.
- (5) 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.

Use of sick leave for the above purpose shall be limited to six days in any school year for a contract faculty member or 60% of one year's accrual of sick leave for a faculty member on non-contract assignment. 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; for such faculty who are employed for the Spring Semester only, the base shall be the number of hours offered in the Spring Semester. 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.

"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.

8.2.C. Bereavement Leave

Any faculty member shall be allowed a leave of absence not to exceed five 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:

- (1) "Immediate family" is defined under Personal Necessity Leave in Section 8.2.B(5).
- (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.

8.2.D. Subpoena and Jury Duty Leave

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.

- (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.
- (2) A copy of the subpoena or a court order must be filed with the absence report.
- (3) Absence of a faculty member for a legal action in which he/she is a litigant may be classified as a personal necessity.
- (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.

8.3 Exchange Service Leave

Arrangements may be proposed by a regular 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 year. Exchanges may be arranged with either foreign or domestic service in mind. Exchanges will normally be arranged to permit the District faculty member to receive his/her full remuneration from the District, while his/her opposite number will be reimbursed under an agreement he/she has reached with his/her own district or college. 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.

8.4 Compassionate Leave

In any one school year a faculty member may be granted a maximum of three days (non-cumulative) paid leave to cope with an emergency in his/her family which, in the judgment of the College President necessitates the faculty member's presence at the scene of a family emergency. Such leave may be granted only after all other applicable types of leave have been exhausted.

8.5 Parental Leave

Faculty members are eligible for leaves of absence when said absence is 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.

Any faculty member who is required to absent herself from her 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.

Any faculty member who is required to absent himself from his duties because of birth of a child, or placement of a child in connection with adoption or foster care, 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 an adopted child or a foster child in the home and be used in one 21 calendar days' block of time.

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 12 weeks of leave paid at no less than 50% of his or her regular salary per California Education Code section 87780.1. The 12-workweek period shall be reduced by any period of sick leave, including accumulated sick leave, taken during a period of parental leave. A faculty member shall not be provided more than one 12-workweek period for parental leave during any 12-month period. Parental leave taken pursuant to this section shall run concurrently with parental leave taken under the California Family Rights Act.

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.

8.6 Sabbatical Leave

8.6.A. Policy

Regular 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.

8.6.B. Sabbatical Leave Committee

- (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.
- (2) The Committee shall consider and base its recommendation on the following criteria:
 - (a) Value of the proposed leave on instruction or service to students, the college, the District, and the candidate's professional competence;
 - (b) Reasonable distribution of sabbatical leaves among departments and divisions;
 - (c) Consistency with the mission of the District, as adopted by the Board of Trustees;
 - (d) The number of previous sabbatical leaves granted applicants. An applicant for a first sabbatical leave shall be given priority over an applicant who has had a previous sabbatical leave (all other factors being comparable);
 - (e) Whether the outcomes are achievable and measurable within the timeframe of the designated sabbatical leave.

8.6.C. Purposes of Sabbatical Leave

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

- (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 his/her teaching assignment. No less than six units of course work or equivalent research per semester shall be acceptable from a regionally-accredited institution of higher education.

- (2) On-site research project

Special projects shall be designed to expand the faculty member's knowledge so that he or she 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.

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

8.6.D. Eligibility

Any regular faculty member who has served the District for six consecutive years as a faculty member shall be eligible for a leave of either one or two semesters at his/her option. Not more than one such leave may be granted to any faculty member in each seven-year period.

8.6.E. Sabbatical Leave Applications

- (1) Applicants for sabbatical leaves shall file with their College Sabbatical Leave Committee a written request containing detailed plans of their proposal.
- (2) Applications shall be filed on or before November 1 of the fiscal year preceding the proposed leave.
- (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 administrator from each college appointed by the College President, one faculty member from each college appointed by each College Academic Senate, one AFT representative appointed by the AFT Executive Council, and one 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.
- (4) Applicants will be notified by the Governing Board on or before February 1 of the final acceptance or rejection of their application.
- (5) Under exceptional circumstances, late applications will be considered.
- (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.

8.6.F. Compensation

- (1) If the sabbatical leave is for two semesters, compensation shall be two-thirds of the faculty member's regular teaching salary.
- (2) If the leave is for one semester, the compensation shall be the faculty member's full regular contract teaching salary for one semester.

Normally, one-semester leaves must be taken during the Spring Semester.

- (3) Salary while on leave shall be paid monthly during the fiscal year in the same manner as faculty members are paid.
- (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 his/her adverse recommendation.

8.6.G. Guarantees

- (1) The faculty member must agree to return to the District for a period of service equal to twice the period of the leave.
- (2) Any transfer of a faculty member who is on a sabbatical leave shall be subject to Article 14 of this Agreement.
- (3) The written agreement between the District and the Faculty member is to be acceptable without requirement of a bond.

8.6.H. Accountability

Upon completion of the sabbatical leave and within six months of the faculty member's return to duty, she/he 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.

8.6.I. 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 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.

8.6.J. Effect of Leave on Salary Increments and Retirement

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

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

8.6.K. Credits

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

8.6.L. Limitations

- (1) The number of sabbatical leaves granted each year shall be 3% of the full-time faculty members (with a fraction of a faculty member rounded up) in the District, including at least one at each college, except that 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 15 of each calendar year on the minimum number of sabbaticals to be granted per year.

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 year and shall be limited to a maximum of three.

- (2) 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.

8.6.M. 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.

- (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.
- (2) The number of previous sabbatical leaves granted applicants. An applicant for a first sabbatical leave shall be given priority over an applicant who has had a previous sabbatical leave.
- (3) Seniority of service.
- (4) Reasonable distribution of sabbatical leaves among departments and divisions.

8.7 Professional Conference Leave

- 8.7.A. Faculty members may, with approval of the appropriate Dean, be eligible for short-term paid leaves of absence to attend professional conferences directly related to their teaching or other District work assignments.

- 8.7.B. The length of any such short-term leave shall not exceed the length of the business portion of such conference, plus necessary travel time.
- 8.7.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.
- 8.7.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 \$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.
- 8.7.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:
 - (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.
 - (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 15 percent of the meal charge.
 - (3) Requests for reimbursements and expenses shall be reviewed and approved by the Chancellor or his/her designated representative before payment is made.
- 8.7.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.

8.8 Workload Program (Loadbanking)

Full-time regular 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:

8.8.A. Plan

- (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.
- (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.
- (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.

8.8.B. Banking Overload Hours

- (1) There is a limit of 36 lecture equivalent hours on the number of overload hours that can be banked (18 hours LEH banked equals 15 LEH leave).
- (2) Summer Intersession assignments may not be banked.
- (3) Classes in restricted or categorically-funded programs may be banked if allowed by State and Federal laws and regulations.
- (4) Hours earned by performing services provided in Article 13 or Section 3.5 shall not be banked.

8.8.C. Using Banked Hours

- (1) A faculty member may utilize "banked" hours with prior written approval of the immediate supervisor (see Appendix J).
- (2) Workload balancing plans approved prior to July 28, 1998, will be honored as approved. All subsequent plans will be in accordance with Section 8.8.
- (3) Banked hours shall be used on the basis of five hours off for six hours in the bank. If the request is for less than five hours, only the equivalent hours will be deducted from their bank.
- (4) Banked hours may be held for ten years.

- (5) The limit on the frequency at which one can take banked leaves is two full banked semesters in seven years.
- (6) With the agreement of the faculty member, banked hours may be used to fill out a full-time workload.
- (7) Faculty can accumulate up to one full year of leave time (36 LEH of banked time).
- (8) The provisions of Section 8.2 apply: time on paid leave shall be counted as time in service.
- (9) Faculty on Workload Balancing leave cannot be employed on an extra-contractual basis by the District while on such leave.
- (10) Workload Balancing leave may not be used in combination with any other leave to exceed one academic year without prior Governing Board approval.
- (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 hours of banked leave shall be the equivalent of one hour of sabbatical leave.

8.8.D. Cashing-Out Banked Hours

- (1) Cash-out rate shall be at the rate at which hours were earned.
- (2) Except as set forth in Section 8.8.D.(3), one full semester must elapse between approval of the plan and cashing out banked hours.
- (3) The faculty member shall not be entitled to cash out except under one of the following circumstances:
 - a. retirement
 - b. termination
 - c. death
 - d. medical disability as defined in IRS Section Code 72(m)(7)
 - e. medical emergency causing documented costs in excess of \$2,000 resulting from unpaid leave or uninsured medical costs
 - f. uninsured loss of real property in excess of \$10,000.

8.8.E. Computation of Banked Hours

- (1) All extra-hourly and overload hours of instruction will be computed on the basis of lecture equivalent hours.
- (2) Overload hours for non-classroom work shall be considered overload as provided in Section 5.3.A.(1) and banked on an hour-for-hour basis.

- (3) One lecture equivalent hour of instruction shall equal 2 hours of non-classroom work for each week of instruction, e.g., for a 20-week semester, 40 hours would be banked.

8.9 Voluntary Sick Leave Pool

8.9.A. Voluntary Sick Leave Pool Membership

- (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.
- (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.
- (3) The days/hours donated to the Voluntary Sick Leave Pool may not be withdrawn except as provided for in Sections 8.9.C and D.
- (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.
 - a. Full-time Faculty.

Minimum contribution of a full-time faculty shall be one day of accrued sick leave on at least one occasion.
 - b. Non-contract and Contract Faculty with a Non-contract Assignment.

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 occasion.

8.9.B. Application to the Voluntary Sick Leave Pool

- (1) A faculty member may apply to the District's Human Resources and/or Payroll Office 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 he/she is applying to the Voluntary Sick Leave Pool. The District Human Resources Office and/or Payroll Office will forward the faculty member's request to the Voluntary Sick Leave Pool Committee
- (2) 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.

8.9.C. Benefits for Contract Faculty

The Voluntary Sick Leave Pool may contribute up to a total of 15 weeks of full-pay sick leave to a faculty member. This provision will begin when the District's contribution of 100 days of sick leave at half pay becomes effective. The Voluntary Sick Leave Pool may provide up to 100 days of half-pay sick leave which will coincide with the District's provision of 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.

8.9.D Benefits for Non-contract and Contract Faculty with Non-contract Assignment

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 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-hour non-contract load assignment would be entitled to up to 15 weeks of voluntary sick leave at a rate of nine hours per week.)

8.9.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 school year by putting out a "Call for Donations."

8.9.F. Voluntary Sick Leave Pool Committee

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

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

8.10 Industrial Leave

A faculty member who is injured while acting within the course and scope of his/her employment shall be entitled to industrial accident or illness leave for not more than 60 days in any one fiscal year for any such accident or illness. Utilization of such leave shall be subject to the following conditions:

8.10.A. Such leave shall not be cumulative from year to year.

8.10.B. Such leave will commence on the first day of absence due to such industrial accident or illness.

8.10.C. 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.

8.10.D. The amount of such leave will be reduced by one day for each day of authorized absence regardless of any Worker's Compensation award to the faculty member.

8.10.E. The continuation of authorized absence into a subsequent fiscal year shall not be deemed to extend or increase the 60 days of leave available for such industrial accident or illness.

8.10.F. Utilization of such leave shall be subject to the faculty member's submission of such appropriate proof of industrial accident or illness and the effects thereof as the District may designate.

8.10.G. Leave with pay because of industrial accident or illness shall first be charged to the above-mentioned 60-day leave provision before a faculty member is required to utilize any accumulated sick leave.

8.11 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).

- 9.1 Subject to the remaining provisions of this Article, the parties shall meet on or before November 1 of each year to establish the instructional calendar for the following academic year. Two-year calendars may be proposed by either side, subject to the review and approval of both parties.
- 9.2. 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:
- A. Extended contracts shall be calculated as a pro-rata proportion of a 10-month contract rounded to the nearest digit.
 - 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 mandatory to attend orientation day in fall.

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, Section 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. Faculty may request to complete other activities on the Substitute Activity for Mandatory Flex Day Form (Appendix H, Form B1 or B2). The request must be submitted and approved by the faculty member’s department chair or dean before mandatory flex day.

In the event that time constraints do not allow for the approval by normal authority, or if approval is denied, faculty may appeal to the College President. In the event the proposal is still disapproved, faculty members may appeal to the normal authority when they return. Information regarding such approval will be shared with the normal approving authority at the earliest possible time.

- (1) 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 may include:
 - 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.
 - b. Regular or special college committee meetings.
 - c. Meetings of other established faculty groups.
 - d. Activities scheduled by the appropriate campus flex day committee.
 - e. 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).

- (2) Contract faculty members are required to participate in appropriate flex activities on each mandatory flex day for six (6) hours.
- (3) Non-contract faculty members are required to participate in appropriate flex activities for the number of hours they would normally be assigned on the mandatory flex day.
 - a. The District agrees to provide each campus appropriate flex activities for non-contract faculty members during the hours they would normally have taught.
 - b. Non-contract faculty members may elect to participate in the other activities as described in 9.3.A.(1).
 - c. Non-contract faculty members may substitute other scheduled meetings, such as faculty orientation or division meetings, even though they are held on a different day. A Flex Day Activity Form (Appendix H, Form B1) shall be used to record these activities. There will be no other compensation for such activities.
 - d. Non-contract faculty members may elect to participate in other self-assigned activities as described in Section 9.3.D.

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.

(1) **Contract Faculty**

- a. The total number of hours of self-assigned flex activity required of contract faculty members in a year is the product of the total number of scheduled self-assigned flex days in the year and six (6). The activity used to satisfy the total hours required will be submitted on the contract faculty member's Master Flex Day contract (Appendix H, Form B2). The faculty member must sign and submit the Master 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 (Appendix H, Form B2). This certifies he/she has completed or is scheduled to complete the required hours.
- b. Contract faculty members with a non-contract extra hourly assignment shall have additional self-assigned flex day activity requirements equal to the sum of the number of extra hours they would normally be assigned on the self-assigned days scheduled.

- c. For purposes of Section 9.3, normal assignment hours end at 2 p.m. Monday through Friday. Faculty members with contract evening or Saturday assignments may use equivalent weekday hours for flex activities. Self-assigned flex activities may be performed any time outside of an individual's normal assignment hours.

(2) **Non-Contract Faculty**

- a. The total number of hours of self-assigned flex activities required of each non-contract faculty member in a year is the sum of the number of hours a non-contract faculty member would normally be assigned on the days the self-assigned days are scheduled.

Non-contract faculty members may elect to attend mandatory flex day activities to satisfy self-assigned flex day requirements.

Non-contract faculty can also attend scheduled college/district activities described in Section 9.3.A.(1) to satisfy self-assigned flex day requirements.

- 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.D and are not within assigned working hours. (Appendix H, Form B1 will be used to record the flex activity).
- c. 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.C. **Flexible Calendar Committee**

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

9.3.D. Appropriate self-assigned flex day activities include, but are not limited to, the following or the current Education Code section 87150 et seq., and Title 5, section 55724 et seq.:

- (1) Course instruction and evaluation;
- (2) Staff development, in-service training and instructional improvement;
- (3) Program and course curriculum or learning resource development and evaluation;
- (4) Student personnel services;
- (5) Learning resource services;
- (6) Related activities, such as student counseling, guidance orientation, matriculation services, and student, faculty and staff diversity;
- (7) Departmental or division meetings, conferences and workshops, and institutional research;
- (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) The necessary supporting activities for the activities listed in Section 9.3.D.(1-8).
- (10) Faculty who prepare flex day activities as in Section 9.3.D. shall receive flex activity credit for that preparation on an hour-for-hour basis.

9.3.E. Flexible Calendar Day Reporting Procedure

- (1) Each year faculty shall complete a Master Flex Day Contract (Appendix H, Forms B1 or B2) 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.
- (2) Although prior approval is not required for self-assigned flex activities, Form B1 or B2 shall be completed by the faculty member, then reviewed and approved by the department chair, department designee or Dean for consistency with the current *Guidelines for the Implementation of the Flexible Calendar Program* (published by the California State Chancellor's Office).

9.4 Non-Classroom faculty shall attend mandatory flex day unless the College President in writing exempts the faculty member from attending because enrollment will be adversely affected by their participation. All faculty exempted from the mandatory flex day activity will schedule an alternate flex day activity during the academic year to be approved by

the department chair or dean. Self-assigned flex days may be taken on any day during the academic year; scheduling is subject to approval by the department chair or dean.

- 9.5 It is assumed that flex day activities will meet the Education Code requirement of a six-(6) hour day.

- 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; or
- 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 a 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 his/her assigned duties or professional responsibilities in his/her personnel file at the District's Human Resources Office.
- 10.5 A faculty member may inspect and reply to any item in his/her 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 his/her file, provided that nothing in this Article shall entitle a faculty member or his/her representative to have access to records defined as confidential under Federal and State law.

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:

(1) **Students**

- a. Willingness and availability to assist students.
- b. Engages student in lesson(s) taught.
- c. Stimulates student performance in fair and valid ways.
- d. Responsiveness to the educational needs of students by exhibiting awareness of and sensitivity to the following:
 - 1) Diversity of cultural backgrounds, gender, age, and lifestyles.
 - 2) Variety of learning styles.
 - 3) Student goals and aspirations.
 - 4) The special needs of students with physical and/or learning disabilities.
 - 5) Resolution of problems between faculty member and student.
 - 6) Understanding and utilizing student support services.
 - 7) Concern for student welfare.

(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.

(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 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.

(4) **Professional Responsibilities Evaluation**

- a. Active participation in institutional governance as outlined in Sections 5.2.A.(3) and 5.3.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:

(1) **Records Evaluation**

- 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.
- 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.
- 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.

(2) **Professional Responsibilities Evaluation**

- 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.
- b. The Committee shall assess the candidate's participation in institutional governance as outlined in Section 5.2.A.(3) and 5.3.D.

- c. The candidate shall submit to the Committee Chair a written report of his/her professional development activities.
- d. The candidate's report will be kept in the evaluation portfolio.

(3) **Self-Evaluation**

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

(4) **Evaluation of Performance in Primary Area of Assignment**

- a. Evaluation of performance shall consist of a minimum of three (3) separate visitations. A visit means a designated time regardless of the number of peers visiting.
- b. Preferably, visitations will be with two (2) committee members evaluating at a time during the same visit, but an initial visit will be by two (2) members of the committee.
- c. The candidate will receive at least one (1) week's notice prior to all visits.
- d. The candidate shall provide a brief lesson plan and any relevant supporting materials (e.g., handouts, etc.) to the visitors at least one (1) day prior to a visit.

(5) **Student Evaluation of Performance**

- a. Student evaluations shall be administered by the Dean or his/her designee with standardized instructions to students.
- b. Student evaluations of classroom faculty shall be administered to a minimum of 3 classes of the evaluatee per semester.
- c. For counselors or librarians, a minimum of 30 student evaluations shall be administered. Student evaluations administered shall be maintained in a sealed envelope and shall be submitted to the appropriate office for tally. A student evaluation summary will be submitted to the Tenure Review Committee Co-Chairs.

11.1.D. Committee

- (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.

- 1) 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.
 - 2) 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.
 - d. The current Dean of the faculty member's assignment.

(2) **Committee Appointment**

- 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.
- b. The candidate must select his/her 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.
- c. 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.
- d. 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 his or her confirmation or rejection of the candidate's request.

- e. The Co-Chairs of the Committee shall be the Dean and a faculty member elected by the faculty members on the committee.
- 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.

- (6) a. The Committee shall submit its recommendation for the candidate's subsequent contract status to the 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 his/her 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**

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.

(1) **Weeks 1 - 6**

- a. An orientation meeting of the Committee will be convened by the Committee Co-Chairs.
- b. A meeting of the Committee and candidate shall be held.

(2) **Weeks 4 – 12**

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

(3) **Weeks 7 – 12**

- a. Classroom/site visitations shall be made.
- b. Committee site meetings will be held with the candidate to discuss each evaluation visit and to make suggestions for specific improvements.

- c. As stipulated in 11.1.E.(3), enough time shall elapse between site visits for the candidate to reflect upon and incorporate the comments and suggestions made by the Committee members during visitations.
- d. Professional responsibilities evaluation will begin.

(4) **Weeks 13 – 15**

- a. 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 visitation, further discussion with the candidate, and/or the request for additional records/documents.
- b. 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 the candidate improve his/her performance, if necessary.
- c. The Committee will meet with the candidate to communicate its recommendation.

(5) **Weeks 16 – 18**

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

No Later than January 15th

- (6) The President will communicate to the Committee his/her recommendation in writing and if the President and the Committee's recommendations differ, the provisions of Section 11.1.E.(6).a. shall occur.
- (7) If a Tenure Review Committee does not complete the evaluation process listed in Section 11.2.A.(1)-(6) or a protective 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.(1)-(6), then the tenure review process will be suspended until the subsequent Fall term.

11.2.B Spring Hires

- (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.
- (2) During the spring semester there will be one (1) classroom visit by two (2) peer members of the Committee.
- (3) Student evaluations will be administered to a minimum of three (3) classes per semester during the 4th to 12th weeks of the spring semester.

- (4) 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 visit required under Section 11.1.C.(5)(b). Thereafter, the Fall hires timeline will be followed.

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

11.3.A. Only written and substantiated complaints shall be entertained by the Committee. All written complaints shall be investigated and substantiated by the Committee Co-Chairs, or designee(s) and/or the Committee. 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.

11.4 **Committee Service.** The committee members may count time served on the Committee as service under Sections 5.2.A.(3) and 5.3.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 Probationary Faculty (Form A3)
- (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 C3)

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.

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

- (3) A Committee's recommendation of "Needs Improvement" in the first, second, or third year does not automatically constitute a decision to deny tenure.

- (4) **Criteria for Employment Recommendation**

- a. Not to rehire: Candidate's performance is unsatisfactory and continued employment is not recommended.
- b. To grant 2nd or 3rd probationary contract: Candidate needs to work further to develop skills and gain more experience before being considered for tenure.
- c. Grant tenure during the 1st or 2nd contract: Candidate is exceptionally strong in all areas of the evaluation criteria, so that a continued period of probation would be unnecessary.
- d. To grant tenure during the 3rd 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.
- e. To grant tenure after the 3rd 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.

- (4) **Difference in Criteria Weighting for First, Second, and Third Contracts** (see Appendix D, Form A3.)

- a. For 1st and 2nd contract: All criteria considered, with the primary assignment criteria the most important.
- b. For 3rd contract: All criteria considered, with candidate expected to be fully-participating member of campus community.

- (5) If a faculty member receives a "Needs Improvement" or an "Unsatisfactory" evaluation from two or more of the evaluators on the summary/overall evaluation form, the Evaluation Committee shall provide him/her with a written Improvement Plan that specifies what he/she must do to receive a "Satisfactory" on the subsequent term's follow-up evaluation. The Improvement Plan must be reasonable, i.e., the terms and conditions established by the plan must be achievable. 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.

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.

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

12.2.A. Classroom Teaching Faculty:

- (1) Continuing 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.
- (7) Colleagues and staff treated in a professional manner.
- (8) Students treated with respect and sensitivity.
- (9) Progress toward self-determined individual instructional and developmental goals.
- (10) For contract faculty only: participation in college-wide and instruction-related/student support activities, in accordance with Section 5.2.A.(3).
- (11) For contract faculty only: participation in division and departmental activities.

12.2.B. Non-Classroom Teaching Faculty:

- (1) Continuing professional development in subject areas of assignment.
- (2) Current preparation for service assignment.
- (3) Service assignment objectives being achieved.
- (4) Students treated with respect and sensitivity.
- (5) Colleagues, staff and public treated in a professional manner.
- (6) Necessary paperwork processed in a timely, accurate and appropriate manner.

- (7) Appointments and work assignments held as scheduled.
- (8) Progress toward self-determined individual work assignment and professional goals.
- (9) For contract faculty only: participation in college-wide and instruction-related/student support activities, in accordance with Section 5.3.D.
- (10) For contract faculty only: participation in division and departmental activities.

12.3 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. 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 shall determine whether a re-evaluation is necessary.

12.3.B. **Student Appraisal.** Student appraisals shall be administered by the Dean or his/her designee. Any designees will be required to maintain the confidential nature of the evaluation process.

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 discretion, in more than one class taught by the faculty member. Student appraisals shall be collected no later than the 12th week of the semester.

Student appraisals shall be conducted with a sampling of a minimum of thirty (30) students. 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.

Student appraisals for non-classroom faculty members shall be conducted each semester after the fourth week of their service each term with a sampling of thirty (30) students served by the faculty member. Student appraisals shall be collected no later than the 12th week of the semester.

When the appraisals are completed, they shall be summarized. Summaries are distributed to the members of the Evaluation Committee and discussed with the evaluatee. The appraisals will be distributed to the evaluatee whenever possible within 10 days after the submission of grades for the semester for classroom faculty or after completion of the semester for non-classroom faculty. 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.

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. **Site Visitation.** The evaluatee shall receive notification of any site visitation no later than the week before the week in which the visitation will occur. Site visitations for classroom teaching faculty shall be no less than fifty minutes in length whenever possible but may be longer if the class or lab session observed is longer.

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 site visitation 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 site visitation. Such request shall not be unduly denied.

12.4 The following schedule will be followed for evaluation purposes:

12.4.A. Regular/contract faculty members shall be evaluated at least once every three years.

12.4.B. Temporary full-time faculty shall be evaluated during the first semester of employment and annually thereafter.

12.4.C. Non-Contract faculty shall be evaluated at least once during the first semester of employment with the District and at least once every six semesters thereafter.

12.4.D. Advance notice of the commencement of the evaluation process will be given, whenever possible, at least two (2) weeks before the site visit.

12.5. **Committee Composition, Process and Timeline**

12.5.A.(1) 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
- III. A faculty member selected by the evaluatee

12.5.A.(1)

- a. 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.

- b. In the event that a Department Chair/Coordinator designates someone to serve on an evaluation committee in his/her stead to more closely align committee membership with the evaluatee's discipline, such a designee has the right to refuse this designation. 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 12.5.A.(1).II.
- c. Unless a faculty designee is appointed, the Department Chair/Coordinator/Assistant Chair or the Department Assistant Chair must serve as a member of the Evaluation Committee. 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. 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.
- d. Faculty evaluators shall come from the evaluatee's discipline. 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. 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.

12.5.A.(2) Process

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

- a. 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.
- b. Site appraisal(s) made by the members of the Evaluation Committee on Form A2 or A4, whichever is appropriate.
- c. Materials submitted by the evaluatee:
 - 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 within a week prior to the site visitation.

2. Non-Classroom Faculty

The evaluatee will provide the evaluation committee with materials demonstrating assignment preparation and adherence to assignment description. The materials may include assignment expectations, samples of work, program assignments, cataloging records, assignment handouts/materials, and any other documentation that the evaluatee considers relevant. Whenever possible, this packet of material will be made available to committee members at a central location within a week prior to the site visitation.

- d. A summary appraisal completed by the Evaluation Committee reported on Form C1.
- e. Completion of Student Evaluations Summary by the Dean.
- f. The Evaluation Committee shall meet in conference with the faculty member being evaluated to discuss the results of the evaluation process and Student Evaluation Summaries. The immediate supervisor or designee shall forward all forms to the appropriate college Vice President who, in turn, will forward them to the College President. The College President shall complete a Summary Evaluation Report on Form C3.

12.5.A.(3) 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.

12.5.B. **Loss of Longevity**

- (1) If a faculty member receives a "Needs Improvement" or an "Unsatisfactory" evaluation on the summary/overall evaluation form (Form C1), the Evaluation Committee shall provide him/her with a written Improvement Plan that specifies what he/she must do to receive a "Satisfactory" on the subsequent term's follow-up evaluation. The Improvement Plan must be reasonable, i.e. the terms and conditions established by the plan must be achievable. The follow-up evaluation must 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.
- (2) A faculty member will be removed from the longevity list in either of these two scenarios listed below:

- a. Upon receiving summary/overall performance evaluations in two (2) consecutive regular terms with committee summary/overall ratings (on Form C1) of "Unsatisfactory."
- b. Any combination of summary/overall performance evaluations in three (3) consecutive regular terms with committee summary/overall ratings (on Form C1) of "Needs Improvement" or "Unsatisfactory." (See Section 5.4.B(1).)

12.6.A. Upon completion of the evaluation process the following forms will be included in the faculty member's personnel file (if applicable):

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

Form A2: Administrator and Peer Evaluation Form for Full-Time Tenured Faculty

Form A4: Administrator and Peer Evaluation Form for Non-Contract Faculty

Form B3: Summary of Student Evaluation of Teaching Effectiveness

Form B4: Summary of Student Evaluation of Counselor/Librarian Effectiveness

Form C1: Summary Administrator and Peer Evaluation Form for Non-Contract and Contract Tenured Faculty

Form C3: President's Summary Evaluation Report

12.6.B. The College President or his/her designee shall be responsible for administering the evaluation process for regular and non-contract faculty. The College President or her/his designee shall form committees as specified in this Article, establish deadlines in conformity with the Article, process necessary evaluation papers and forms, and forward materials to the Evaluation Committee as required.

12.7 Evaluations for non-contract assignments shall commence no sooner than the 4th week of a regular term and conclude by the 16th week of the same term in which it began. For short term classes, evaluations shall begin no sooner than the census date of the course and conclude by the end of the regular term.

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 by contract and non-contract faculty members of the department. 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. A Department Chair will be appointed for a term of two (2) years.

13.1.B. In departments such as, but not limited to, DSPS, EOPS, Athletics, Library, Nursing, Transfer Center, and Off-Campus Programs, which have a Coordinator/Director, the Coordinator shall function similarly to a Department Chair. However, a Coordinator/Director 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.

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. Within the Department Chair's two (2) year term, Department Chairs shall be evaluated by the Dean/immediate supervisor and by faculty members in the department and shall be evaluated with regard to the duties of Department Chairs. Evaluations of Department Chairs will be submitted for review to the appropriate college Vice President who will make a recommendation to the College President. The college President shall complete a Summary Evaluation Report on Form C3.

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 a count of the total number of faculty assigned at census date to teach classes in the department. The total number of faculty shall be calculated as the sum of 1 FTEF for each full-time regular 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).

(1)

FTEF	Reassigned Time
1.49 or less	.1
1.5 – 3.0	.2
3.1 – 6.49	.3
6.5 – 9.9	.4
10.0 - 13	.5
13.1 - 16	.6
16.1 or more	.67

(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 the STRS.

(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.

(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 the 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.

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

13.1.H. The Department Chair may request that an Assistant Chair be appointed. The Assistant Chair will be a faculty member nominated by department members through a process established by the department. The Assistant Chair is subject to approval by the College President. An Assistant Chair will be appointed for a term of one year. The Assistant Chair shall assist the Department Chair in the performance of her/his duties in accordance with the needs of the department as determined by the department. The Assistant Chair shall be paid a pro-rata share of the hourly pay calculated in Section 13.1.F.(3) that would have been paid to the Department Chair. An Assistant 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) Recruitment, selection, and orientation of the new faculty and classified employees who will be assigned to the department.
- (2) Development of department's instructional/non-instructional schedule.
- (3) Development and revision of curriculum including course outlines and course and catalog descriptions.
- (4) Evaluation of faculty in the department.
- (5) Development and conducting of department meetings, and preparation and distribution of minutes of all such meetings.
- (6) Communications with students, faculty, and other employees.
- (7) Representation of, and liaison/advocacy for, the department within the College/District.
- (8) Facilitate processes for program review and student learning outcomes/service unit outcomes assessment.
- (9) Suggesting faculty to the Dean for substitute classroom/non-classroom assignments, as the needs arise.
- (10) Participation in the department's budget process.
- (11) Coordination of review of requisite challenges or course placement exams.

13.2 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) Coordinator

Student Health Services Coordinator

13.2.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.

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

13.2.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 5.4.A.

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

- 14.1 A transfer is a change of college location within the District of a contract faculty member within the same position classification.
- 14.2 **Voluntary Transfer:** A qualified contract faculty member who has applied for voluntary transfer and has the concurrence of the department to which he/she wishes to transfer may be allowed to transfer to another college with the approval of the affected Division Deans and College Presidents and the Chancellor or his/her 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; 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 his/her 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 Resource 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, (if prior to July 1, 1947), in the District or in the Ventura Unified School District prior to its separation of such Districts. 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.

- 15.1 A resignation is a voluntary statement in writing on the part of a faculty member that he/she wishes 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 his/her 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 his/her resignation within 72 hours of its submission to the Dean. If the submission is not withdrawn within the 72-hour period, 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 Resignations 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 his/her resignation within 72 hours of its submission to the College President. If the submission is not withdrawn within the 72-hour period, 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.

- 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.
- 16.2.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.
- 16.2.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 his/her grievance without the assistance of a representative.
- 16.3 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.
- 16.4 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.
- 16.5 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 his/her grievance.
- 16.6 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.
- 16.7 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.
- 16.8 No grievance shall be resolved without first affording the Federation an opportunity to review the grievance, all evidence presented, and its proposed solution.
- 16.9 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 his/her election to have his/her grievance processed separately.

- 16.10 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.
- 16.11 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.

16.12 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 his/her appropriate immediate supervisor and appropriate Dean. Either party may request and shall promptly receive a meeting to discuss the grievance. The immediate supervisor and/or Dean shall render a written decision upon 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, he/she may appeal the decision within five working days after the receipt of the written decision in Step I 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, he/she 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 his/her 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 his/her 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 list by lot, and alternately 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 expedited arbitration.

- 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 on 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 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 The Federation shall be entitled to 2.0 FTE released time per semester. Release time for non-contract faculty members may be taken as an equivalent hourly stipend (i.e., at no additional cost to the District). 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 section 87482.5
- 17.10 The Federation shall have the right to appoint a member to the following District and college committees:

17.10.A. DISTRICT-WIDE COMMITTEES

- (1) District Chancellor's Consultation Council (DCCC)
- (2) District Council on Administrative Services (DCAS)
- (3) District Council on Human Resources (DCHR)
- (4) Sabbatical Leave

17.10.B. MOORPARK COLLEGE COMMITTEES

- (1) Fiscal Planning (Budget)
- (2) Curriculum
- (3) Faculty Development*
- (4) Safety

17.10.C. OXNARD COLLEGE COMMITTEES

- (1) Campus Use, Development and Safety
- (2) Planning and Budget Council
- (3) Curriculum
- (4) Professional Development*

17.10.D. VENTURA COLLEGE COMMITTEES

- (1) Curriculum
- (2) Professional Development*
- (3) Budget Resource Council
- (4) Safety

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 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.

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

- 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. Any employee who is paying dues may stop making those payments by giving written notice to the Federation during the period not less than thirty (30) and not more than forty-five (45) days before: 1.) the annual anniversary date of the employee's hire date or 2.) the date of termination of the applicable contract between the employer and the Federation, whichever occurs sooner, unless the Federation and the employer are in subsequent negotiations on a successor contract. The employer will honor the employee's check-off authorizations unless he/she has revoked that authorization in writing during the window period as authorized by the Federation, irrespective of the employee's membership in the Federation. Any faculty member who is not a member of the Federation or who does not make application for membership within thirty (30) days of the effective date of this Article or within thirty (30) days of the commencement of assigned duties shall pay a service fee to the Federation. At any time, a faculty member may become a Federation member by following the procedure set forth in Section 18.1.
- 18.2.B. The obligation to pay a service fee may be met by a monthly deduction from the faculty member's salary, by the faculty member's direct payment to the Federation using a method established by the Federation, or, if the faculty member is a religious objector, by complying with Sections 18.2.F. through 18.2.I.
- 18.2.C. If a faculty member does not make application for membership within the prescribed time, make arrangements with the Federation for direct payment of the service fee, or submit proof of payment to a charitable organization as provided herein below, the Federation has a responsibility to inform the faculty member of his/her contractual obligations. If after proper notice the faculty member does not comply with the provisions of this Article, then the Federation shall notify the District and supply the District with proof of notice to the faculty member. Upon receipt of such notice and proof, the District shall withhold the service fee from the faculty member's salary and submit such fee to the Federation as provided in Section 18.3.
- 18.2.D. The service fee shall equal an amount not to exceed the standard initiation fee, periodic dues, and general assessments of the Federation and shall be used only for those purposes permitted by law.
- 18.2.E. Any faculty member choosing to challenge the manner in which the chargeable portion of the service fee has been calculated shall do so according to the Service Fee Appeal Procedure established by the Federation pursuant to the Regulations of the Public Employment Relations Board.

- 18.2.F. Notwithstanding the above, any faculty member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or pay a service fee.
- 18.2.G. However, any faculty member who qualifies as a religious objector as provided in Section 18.2.F., shall pay an amount equal to the service fee to one of the three following non-religious, non-labor organization charitable funds:
- (1) The AFT-VCCCD Scholarship Fund
 - (2) Clinicas del Camino Real
 - (3) A Ventura County Hospice
- 18.2.H. A faculty member paying an amount equal to the service fee to one of the organizations listed in Section 18.2.G shall submit proof of such payments each year to the Federation. If such proof is not submitted in a timely manner, then, upon receipt of notice and proof from the Federation, the District shall implement the provisions of Section 18.2.C.
- 18.2.I. It is recognized that the Federation, as exclusive representative of all faculty members, is required to represent all such faculty members fairly without regard to Federation membership or non-membership. However, any employee who holds religious objections pursuant to Section 18.2.F who requests the Federation to use the grievance procedure or arbitration procedure on his/her behalf shall pay the Federation for such representation. The Federation shall charge the faculty member for the reasonable cost of using such procedure.
- 18.2.J. 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.K. 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.

- 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 this Agreement.

19.6

19.6.A.

- (1) Should any Article, Section, or Clause of this Agreement be declared illegal by the 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.
 - (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 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.

- 20.1.1 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 services 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.

- 21.1 Except as otherwise provided in this Agreement, the term of this Agreement shall be from July 1, 2016, until June 30, 2019.
- 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, 2018, to January 1, 2019, 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, 2019.
- 21.3 Negotiations procedures set forth in this article and Appendix A shall apply equally to both parties at all times.

- 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 8.7.D.

23.1 Definition

Distance education is defined as instruction in which the instructor and student are separated by distance and interact through the assistance of communication technology. A class in which any portion of the instructional class hours are delivered in this mode is considered a distance education class. Except as provided herein, a distance education class shall be treated the same as an on-ground course.

23.2 Training

23.2.A. Faculty who complete distance education training shall be provided 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. Re-certification shall be necessary in cases when a learning management system (LMS) changes or when a faculty member has not taught at least one (1) distance education offering in three (3) semesters via a distance education modality.

23.2.B. The colleges will provide training in instructional technology, covering common elements in the District-supported LMS, online teaching methods, regular and effective contact, and best practices. Training shall be reasonable and related to the new LMS. Any distance education training mandated by the College and in excess of ten (10) hours per annum shall be compensated at a faculty member's hourly rate listed in Table 3.4.B.(1).

23.2.C. 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.

23.3 Evaluation

23.3.A. Distance education courses will not be excluded from the evaluation process.

23.3.B. The instructor shall be notified via district e-mail when student appraisals are sent to their students in a distance education course.

23.3.C. Prior to any Evaluation Committee member observing an evaluatee in a distance education format, the evaluatee shall receive from each Evaluation Committee member an evaluation window of no less than two (2) but no more than five (5) days.

23.3.D. Effective July 1, 2018, for the purposes of evaluating a faculty member engaged in a distance education modality, all evaluators reviewing a distance education evaluatee must have previously received an orientation by designated College staff or be certified under provisions 23.2 of this article.

23.4 Assignment

Distance education classes shall be assigned in accordance with the provisions of Article 5 of this agreement.

23.4.A. All faculty members have the right to decline a distance education assignment without impacting their assignment in accordance with Article 5, sections 5.2,

5.3, and 5.4. A distance education course shall be assigned the same load factor as an on-ground course.

23.5 Resources

- 23.5.A. Faculty members teaching distance education 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.

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.

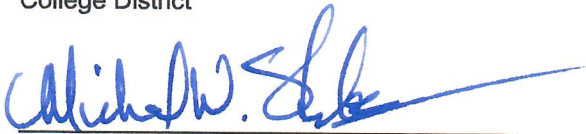
Each faculty member is a citizen as well as being a faculty member. The rights and responsibilities of each role are not mutually exclusive and one does not stop being a citizen engaged in a democratic republic with guarantees of life, liberty, the pursuit of happiness and the ability to engage in civil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

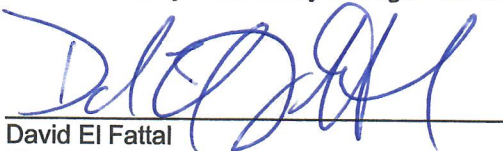
Faculty members shall maintain the exclusive right and responsibility to determine the grades they assign on the basis of their professional judgment. The grades given to each student for any course of instruction taught shall be determined by the instructor of the course, and the determination of the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

IN WITNESS WHEREOF, the parties have caused their authorized representatives to execute this Agreement as a mutual recommendation to the Governing Board this 12th day of July, 2018.

For the Ventura County Community
College District



Michael W. Shanahan
Vice Chancellor, Human Resources
Ventura County Community College District

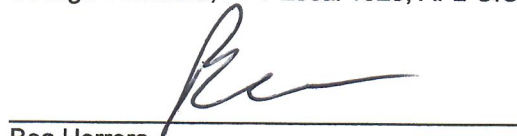


David El Fattal
Vice Chancellor, Business and
Administrative Services
Ventura County Community College District




Greg Gillespie
Secretary to the Governing Board
Ventura County Community College District

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



Bea Herrera
AFT Interim President



Peter Sezzi
AFT Chief Negotiator

NEGOTIATING PROCEDURES

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 not recording devices or stenographic reporters will be utilized for the keeping or records or notes of any negotiating session.
9. No scheduled negotiating session will be cancelled 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.

Ventura County Community College District
EMPLOYEE ABSENTEE REPORT
(To be completed monthly *only*)

Check one:

Management _____
Faculty: _____
Contract _____
Non-contract _____
Classified _____

EMP ID: _____

Employee: _____

Location: _____

MONTH OF _____ 20____

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday

Bereavement (B) _____ hours

Injury on the job (I) _____ hours

Date of Injury _____

Leave of Absence w/o pay (L) _____ hours

Personal Necessity (PN) * _____ hours

CT (Comp Time) Taken _____ hours

Vacation (V) _____ hours

Sick Leave (SL) _____ hours

Floating Holiday (FH) _____ hours

Jury Duty/Subpoena _____ hours

Parental Leave (Faculty only) _____ hours

Maternity Leave (Classified only) _____ hours

Compassionate Leave (CL) ** _____ hours

* Chargeable to sick leave.

** When all other applicable leave exhausted.

Explanation (Personal Necessity reason or relationship for Bereavement Leave) _____

See appropriate contract for specific details on above leaves.

Signature of Immediate Supervisor/Administrator _____ Date _____ Signature of Employee _____ Date _____

For Payroll Dept. use only

_____ Payroll Deduction \$ _____ for _____ hours at _____/hour.

Date: _____ Payroll: _____

Comments: _____

Original (White)–District Payroll Office

Yellow–Employee

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 (Form A1)

FACULTY SELF-APPRAISAL REPORT

(The purposes of evaluation are described in 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, conferences 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 Full-Time Faculty Only:** Part of your full-time teaching assignment includes five hours per week service for instruction-related student-support activities. 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?

___ continuing professional development

___ sponsorship and support of student activities

___ participation in budget development and employment interviewing

___ college and district committees

___ department and division meetings

___ curriculum development

___ articulation and matriculation

___ writing of grant proposals and research projects

___ recruitment and high school relations

___ registration advisement

___ activities of faculty governance

___ preparation and updating of course outlines

___ community outreach and interface

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

ADMINISTRATOR AND PEER EVALUATION FORM FOR CONTRACT TENURED FACULTY

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

DATE OF VISIT: _____ ARRIVAL TIME: _____ DEPARTURE TIME: _____

NAME _____ OF _____ EVALUATEE: _____

POSITION OF EVALUATEE: _____

Evaluator: (Please Print) _____

Type of Evaluator: (check one) ☐ Peer ☐ Department Chair or Designee ☐ Dean

Faculty Function(s) Being Evaluated: (check all that apply)

☐ Instructor Course Name: _____

Number of Students Attending: _____

☐ Counselor

☐ Librarian

☐ Other (specify): _____

Location: (check one) ☐ Moorpark College ☐ Oxnard College ☐ Ventura College

☐ Other (specify): _____

Do not sign this form until 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

Evaluator's Signature

Date

Ventura County Community College District

ADMINISTRATOR AND PEER EVALUATION FORM FOR CONTRACT TENURED FACULTY

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.)*

(Do not proceed without reading instructions.)

Instructions

- 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 detailed 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.

RATING SYSTEM

E Excellent
S Satisfactory
N Needs to improve
U Unsatisfactory
N/O Not observed
N/A Not applicable

SECTION I. Professional Qualities *(to be answered for all faculty)*

Using the scale above, please rate the evaluatee based on applicable criteria:

A. Professionalism

- | | | | | | | |
|---|---|---|---|---|-----|-----|
| 1. Demonstrates cooperation and sensitivity in working with colleagues, staff, and students. | E | S | N | U | N/O | N/A |
| 2. Submits required departmental reports and other necessary paperwork, including census, and/or positive attendance, and grades on time. | E | S | N | U | N/O | N/A |
| 3. Maintains adequate and appropriate records. | E | S | N | U | N/O | N/A |
| 4. Observes health and safety regulations. | E | S | N | U | N/O | N/A |
| 5. Maintains office hours and is accessible to students. | E | S | N | U | N/O | N/A |

- | | | | | | | |
|---|---|---|---|---|-----|-----|
| 6. Demonstrates continuing professional development in subject areas of assignment. | E | S | N | U | N/O | N/A |
| 7. Demonstrates progress toward self-determined individual and developmental goals. | E | S | N | U | N/O | N/A |

B. Area and Departmental Responsibilities

- | | | | | | | |
|---|---|---|---|---|-----|-----|
| 1. Please evaluate only the areas in which the faculty member has chosen or was required to participate during the current evaluation period. | | | | | | |
| • Orders textbooks, instructional materials, and equipment in a timely manner. | E | S | N | U | N/O | N/A |
| • Participates in screening/hiring committees. | E | S | N | U | N/O | N/A |
| • Provides information for the development of departmental budgets. | E | S | N | U | N/O | N/A |
| • Exercises good judgment in the use of facilities, equipment, and supplies. | E | S | N | U | N/O | N/A |
| • Participates in overall departmental program development, maintenance, evaluation, updating of course outlines, and/or expansion of programs. | E | S | N | U | N/O | N/A |
| • Participates in department and division meetings. | E | S | N | U | N/O | N/A |
| 2. Meets flex requirements. | E | S | N | U | N/O | N/A |
| 3. Maintains work schedule and keeps appointments. | E | S | N | U | N/O | N/A |
| 4. Makes a positive contribution to the department. | E | S | N | U | N/O | N/A |

C. College-wide and Instruction-Related Student-Support Activities

- | | | | | | | |
|---|---|---|---|---|-----|-----|
| 1. Please evaluate only the faculty member's participation in the activities (s)he has chosen during the current evaluation period. (Only evaluate areas about which you have direct personal knowledge.) | | | | | | |
| <input type="checkbox"/> sponsors and provides support for student activities | E | S | N | U | N/O | N/A |
| <input type="checkbox"/> participates in college and/or district budget development | E | S | N | U | N/O | N/A |
| <input type="checkbox"/> participates in college and/or district committees | E | S | N | U | N/O | N/A |
| <input type="checkbox"/> contributes to curriculum development | E | S | N | U | N/O | N/A |
| <input type="checkbox"/> participates in articulation and matriculation | E | S | N | U | N/O | N/A |
| <input type="checkbox"/> writes grant proposals and/or research projects | E | S | N | U | N/O | N/A |
| <input type="checkbox"/> participates in recruitment and high school relations | E | S | N | U | N/O | N/A |
| <input type="checkbox"/> conducts registration advisement | E | S | N | U | N/O | N/A |
| <input type="checkbox"/> is active in faculty governance, representation and advocacy | E | S | N | U | N/O | N/A |
| <input type="checkbox"/> participates in community outreach and interface | E | S | N | U | N/O | N/A |
| <input type="checkbox"/> other _____ | E | S | N | U | N/O | N/A |

- | | | |
|----|--|---------------------------|
| 2. | The faculty member demonstrates a pattern of service with college committees, projects, and/or student organizations. | E S N U N/O N/A |
| 3. | The faculty member has fulfilled commitments with respect to any committees, projects or activities (s)he has chosen during the current evaluation period. | E S N U N/O N/A |

Comments: (Commendations, recognition, strengths/weaknesses, etc. Please explain how you reached your conclusions where necessary.)

SECTION II. JOB PERFORMANCE OBSERVATION *(Answer all applicable areas.)*

A. NATURE OF WORK IN PROGRESS:

In the provided space (boxes) 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 was 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 this form. Explain how you reached your conclusions.

B. DISTANCE EDUCATION

- | | | |
|----|---|---------------------------|
| 1. | Follows all campus distance education standards as adopted by Curriculum Committee/Academic Senate. | E S N U N/O N/A |
| 2. | Demonstrates competence in the current distance education course management system. | E S N U N/O N/A |

3. Uses the appropriate distance education form of communication.

E S N U N/O N/A

C. CLASSROOM FACULTY

Instructional Delivery

1. Voice and delivery are clear and understandable.

E S N U N/O N/A

2. Employs multiple teaching approaches where applicable.

E S N U N/O N/A

3. Communicates ideas clearly, concisely and effectively.

E S N U N/O N/A

4. Paces class according to the level and material presented.

E S N U N/O N/A

5. Uses class time effectively.

E S N U N/O N/A

6. The teaching method and techniques observed are effective.

E S N U N/O N/A

7. Conducts class in accordance with instructional schedule.

E S N U N/O N/A

Faculty/Student Interaction

8. Students are engaged in lesson.

E S N U N/O N/A

9. Demonstrates sensitivity to differing student learning styles.

E S N U N/O N/A

10. Stimulates student interest in materials presented.

E S N U N/O N/A

11. Measures student performance in fair and valid ways.

E S N U N/O N/A

12. Demonstrates sensitivity in working with students of diverse racial and ethnic backgrounds, sexual orientations, as well as physical and mental abilities.

E S N U N/O N/A

Content

13. The content of the lesson observed was: current _____ adequate _____ outdated _____

14. The content of the lesson was consistent with the course outline. Yes _____ No _____

15. The lesson was at the appropriate level for the course. Yes _____ No _____

Comments :

D. **COUNSELORS**

Presentation

- | | | | | | | |
|--|---|---|---|---|-----|-----|
| 1. Presents information and directions to students in a clear and organized way. | E | S | N | U | N/O | N/A |
| 2. Advisement methods and techniques utilized are effective. | E | S | N | U | N/O | N/A |

Faculty/Student Interaction

- | | | | | | | |
|--|---|---|---|---|-----|-----|
| 3 Listens well and provides opportunities for students to express their concerns. | E | S | N | U | N/O | N/A |
| 4. Helps students define and seek solutions to problems. | E | S | N | U | N/O | N/A |
| 5. Gives the student an opportunity for follow-up. | E | S | N | U | N/O | N/A |
| 6. Directs counselees to appropriate sources of information/ assistance when advisable. | E | S | N | U | N/O | N/A |
| 7. Respects students' confidentiality. | E | S | N | U | N/O | N/A |
| 8. Demonstrates sensitivity in working with students of diverse racial and ethnic backgrounds, sexual orientations, as well as physical and mental disabilities. | E | S | N | U | N/O | N/A |

Content

- | | | | | | | |
|---|------------------|---|---|---|-----|-----|
| 9. Demonstrates knowledge of district classes, resources and programs. | E | S | N | U | N/O | N/A |
| 10. Demonstrates knowledge of current course articulation and program requirements. | E | S | N | U | N/O | N/A |
| 11. The content of the session observed was consistent with advisement objectives and student needs | _____yes _____no | | | | | |

Service assignment objectives

- | | | | | | | |
|---|---|---|---|---|-----|-----|
| 12. Communicates and networks effectively with secondary and four-year schools. | E | S | N | U | N/O | N/A |
| 13. Researches questions brought by students as needed. | E | S | N | U | N/O | N/A |

Comments:

E. LIBRARIANS

Presentation and Content

- | | | | | | | |
|--|---|---|---|---|-----|-----|
| 1. Communicates information clearly, concisely and effectively. | E | S | N | U | N/O | N/A |
| 2. Utilizes knowledge of current trends and technology in library/information science. | E | S | N | U | N/O | N/A |
| 3. Demonstrates knowledge of research methods and resources. | E | S | N | U | N/O | N/A |

Faculty/Student Interaction

- | | | | | | | |
|---|---|---|---|---|-----|-----|
| 4. Assists students to reach reference and research objectives. | E | S | N | U | N/O | N/A |
| 5. Facilitates self-reliance in library usage. | E | S | N | U | N/O | N/A |
| 6. Demonstrates sensitivity in working with students of diverse racial and ethnic backgrounds, sexual orientations, as well as physical and mental abilities. | E | S | N | U | N/O | N/A |

Service assignment objectives

- | | | | | | | |
|---|---|---|---|---|-----|-----|
| 7. Consults with other librarians and departments to provide students with up-to-date information and programs. | E | S | N | U | N/O | N/A |
| 8. Assists in building, organizing, and maintaining library collection. | E | S | N | U | N/O | N/A |

NOTE: If you attended a library orientation, please also fill out Section II C, Classroom Faculty.

Comments:

F. OTHER NON-TEACHING FACULTY (Coordinators, Project Directors, Student Personnel Workers, Facilitators, Coach/Athletic Directors)

NOTE: NOT ALL CRITERIA ARE APPLICABLE

- | | | | | | | |
|---|---|---|---|---|-----|-----|
| 1. Supervises the routine security, upkeep, repair, and replacement of facilities and equipment in assigned area of assignment. | E | S | N | U | N/O | N/A |
| 2. Consults with appropriate college faculty and staff about related projects and work assignments. | E | S | N | U | N/O | N/A |
| 3. Maintains effective working relationship with grant monitors. | E | S | N | U | N/O | N/A |
| 4. Adheres to grant guidelines, objectives and schedules. | E | S | N | U | N/O | N/A |

5.	Serves as a unit leader within the assigned area.	E	S	N	U	N/O	N/A.
6.	Consults with the dean concerning all expenditures outside of the department budget.	E	S	N	U	N/O	N/A
7.	Consults with the dean concerning all grant applications and fundraising activities.	E	S	N	U	N/O	N/A
8.	Participates in necessary meetings and conferences.	E	S	N	U	N/O	N/A
9.	Demonstrates sensitivity in working with students of diverse racial and ethnic backgrounds, sexual orientations, as well as physical and mental abilities.	E	S	N	U	N/O	N/A
10.	Fulfills specific job description requirements.	E	S	N	U	N/O	N/A

NOTE: If you attended a presentation seminar or class, please also fill out Section II C for Classroom Faculty.

Comments:

G. 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.

H. Evaluator's Overall Rating:

Excellent

Satisfactory

Needs Improvement

Unsatisfactory

APPENDIX D Form A 3

ADMINISTRATOR AND PEER EVALUATION FORM FOR TENURE REVIEW OF PROBATIONARY FACULTY

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

DATE OF VISIT: _____ ARRIVAL TIME: _____ DEPARTURE TIME: _____

NAME OF EVALUATEE: _____

POSITION OF EVALUATEE: _____

Evaluator: (Please Print) _____

Type of Evaluation: (check one) ☐ Peer ☐ Department Chair or Vice Chair ☐ Dean

Faculty Function(s) Being Evaluated: (check all that apply)

☐ Instructor Course Name: _____ No. of Students Attending: _____

☐ Counselor ☐ Librarian ☐ Other (specify): _____

Faculty Status: (check one)

☐ 1st Contract (1st Year) ☐ 2nd Contract (2nd year) ☐ 3rd Contract (3rd and 4th year)

Please review Article 11 of the collective bargaining agreement before proceeding.

Pursuant to Article 11.6 B (4) 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:

[] 1st and 2nd contract: All criteria considered, with the primary assignment criteria most important.

[] 3rd contract: All criteria considered with candidate expected to be fully-participating member of campus community.

Do not sign this form until you have completed the evaluation process.

Evaluator's Signature

Date

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

Date

Ventura County Community College District
ADMINISTRATOR AND PEER EVALUATION FORM FOR
TENURE REVIEW OF PROBATIONARY FACULTY

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, a 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 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 12.2.

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 5.2 A)

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 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.

(Do not proceed without reading instructions.)

Instructions

- 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.

<u>RATING SYSTEM</u>	
E	Excellent
S	Satisfactory
N	Needs to improve
U	Unsatisfactory
N/O	Not observed
N/A	Not applicable

SECTION I. Professional Qualities *(to be answered for all faculty)*

Using the scale above, please rate the evaluatee based on applicable criteria:

A. Professionalism

- | | | | | | | |
|---|---|---|---|---|-----|-----|
| 1. Demonstrates cooperation and sensitivity in working with colleagues, staff, and students. | E | S | N | U | N/O | N/A |
| 2. Submits required departmental reports and other necessary paperwork, including census, and/or positive attendance, and grades on time. | E | S | N | U | N/O | N/A |
| 3. Maintains adequate and appropriate records. | E | S | N | U | N/O | N/A |
| 4. Observes health and safety regulations. | E | S | N | U | N/O | N/A |
| 5. Maintains office hours and is accessible to students. | E | S | N | U | N/O | N/A |
| 6. Demonstrates continuing professional development in subject areas of assignment. | E | S | N | U | N/O | N/A |
| 7. Demonstrates progress toward self-determined developmental goals. | E | S | N | U | N/O | N/A |

B. Area and Departmental Responsibilities

- | | | | | | | |
|---|---|---|---|---|-----|-----|
| 1. Please evaluate only the areas in which the faculty member has chosen or was required to participate during the current evaluation period. | | | | | | |
| • Orders textbooks, instructional materials, and equipment in a timely manner. | E | S | N | U | N/O | N/A |
| • Participates in screening/hiring committees. | E | S | N | U | N/O | N/A |
| • Provides information for the development of departmental budgets. | E | S | N | U | N/O | N/A |
| • Exercises good judgment in the use of facilities, equipment, and supplies. | E | S | N | U | N/O | N/A |
| • Participates in overall departmental program development, maintenance, evaluation, updating of course outlines, and/or expansion of programs. | E | S | N | U | N/O | N/A |

- | | | | | | | |
|---|---|---|---|---|-----|-----|
| • Participates in department and division meetings. | E | S | N | U | N/O | N/A |
| 2. Meets flex requirements. | E | S | N | U | N/O | N/A |
| 3. Maintains work schedule and keeps appointments. | E | S | N | U | N/O | N/A |
| 4. Makes a positive contribution to the department. | E | S | N | U | N/O | N/A |

C. College-wide and Instruction-Related Student-Support Activities

1. Please evaluate only the faculty member's participation in the activities (s)he has chosen during the current evaluation period. (Only evaluate areas about which you have direct personal knowledge.)

<input type="checkbox"/> sponsors and provides support for student activities	E	S	N	U	N/O	N/A
<input type="checkbox"/> participates in College and/or District budget development	E	S	N	U	N/O	N/A
<input type="checkbox"/> participates in College and/or District committees	E	S	N	U	N/O	N/A
<input type="checkbox"/> contributes to curriculum development	E	S	N	U	N/O	N/A
<input type="checkbox"/> participates in articulation and matriculation	E	S	N	U	N/O	N/A
<input type="checkbox"/> writes grant proposals and/or research projects	E	S	N	U	N/O	N/A
<input type="checkbox"/> participates in recruitment and high school relations	E	S	N	U	N/O	N/A
<input type="checkbox"/> conducts registration advisement	E	S	N	U	N/O	N/A
<input type="checkbox"/> is active in faculty governance, representation and advocacy	E	S	N	U	N/O	N/A
<input type="checkbox"/> participates in community outreach and interface	E	S	N	U	N/O	N/A
<input type="checkbox"/> other _____	E	S	N	U	N/O	N/A

2. The faculty member demonstrates a pattern of service with college committees, projects, and/or student organizations.

	E	S	N	U	N/O	N/A
--	---	---	---	---	-----	-----

3. The faculty member has fulfilled commitments with respect to any committees, projects or activities (s)he has chosen during the current evaluation period.

	E	S	N	U	N/O	N/A
--	---	---	---	---	-----	-----

Comments: (Commendations, recognition, strengths/weaknesses, etc. Please explain how you reached your conclusions where necessary.)

SECTION II. JOB PERFORMANCE OBSERVATION (Answer all applicable areas.)**A. NATURE OF WORK IN PROGRESS:**

In the provided space (boxes), 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 was 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 this form. Explain how you reached your conclusions.

B. DISTANCE EDUCATION

- | | | | | | | |
|--|---|---|---|---|-----|-----|
| 1. Follows all campus distance education standards as adopted by Curriculum Committee/Academic Senate. | E | S | N | U | N/O | N/A |
| 2. Demonstrates competence in the current distance education course management system. | E | S | N | U | N/O | N/A |
| 3. Uses the appropriate distance education form of communication. | E | S | N | U | N/O | N/A |

C. CLASSROOM FACULTYInstructional Delivery

- | | | | | | | |
|--|---|---|---|---|-----|-----|
| 1. Voice and delivery are clear and understandable. | E | S | N | U | N/O | N/A |
| 2. Employs multiple teaching approaches where applicable. | E | S | N | U | N/O | N/A |
| 3. Communicates ideas clearly, concisely and effectively. | E | S | N | U | N/O | N/A |
| 4. Paces class according to the level and material presented. | E | S | N | U | N/O | N/A |
| 5. Uses class time effectively. | E | S | N | U | N/O | N/A |
| 6. The teaching method and techniques observed were effective. | E | S | N | U | N/O | N/A |
| 7. Conducts class in accordance with instructional schedule. | E | S | N | U | N/O | N/A |

Faculty/Student Interaction

- | | | | | | | |
|--|---|---|---|---|-----|-----|
| 8. Students are engaged in lesson. | E | S | N | U | N/O | N/A |
| 9. Demonstrates sensitivity to differing student learning styles. | E | S | N | U | N/O | N/A |
| 10. Stimulates student interest in materials presented. | E | S | N | U | N/O | N/A |
| 11. Measures student performance in fair and valid ways. | E | S | N | U | N/O | N/A |
| 12. Demonstrates sensitivity in working with students of diverse racial and ethnic backgrounds, sexual orientations, as well as physical and mental abilities. | E | S | N | U | N/O | N/A |

Content

13. The content of the lesson observed was: current _____ adequate _____ outdated _____
14. The content of the lesson was consistent with the course outline. Yes _____ No _____
15. The lesson was at the appropriate level for the course. Yes _____ No _____

Comments :

D. COUNSELORSPresentation

- | | | | | | | |
|---|---|---|---|---|-----|-----|
| 1. Presents information and directions to student in a clear and organized way. | E | S | N | U | N/O | N/A |
| 2. Advisement methods and techniques utilized are effective. | E | S | N | U | N/O | N/A |

Faculty/Student Interaction

- | | | | | | | |
|---|---|---|---|---|-----|-----|
| 3. Listens well and provides opportunities for students to express their concerns. | E | S | N | U | N/O | N/A |
| 4. Helps students define and seek solutions to problems. | E | S | N | U | N/O | N/A |
| 5. Gives the student an opportunity for follow-up. | E | S | N | U | N/O | N/A |
| 6. Directs counselees to appropriate sources of information/ assistance when advisable. | E | S | N | U | N/O | N/A |
| 7. Respects students' confidentiality. | E | S | N | U | N/O | N/A |

- | | |
|---|---------------------------|
| 8. Demonstrates sensitivity in working with students of diverse racial and ethnic backgrounds, sexual orientations, as well as physical and mental abilities. | E S N U N/O N/A |
|---|---------------------------|

Content

- | | |
|--|---------------------------|
| 9. Demonstrates knowledge of district classes, resources and programs. | E S N U N/O N/A |
| 10. Demonstrates knowledge of current course articulation and program requirements. | E S N U N/O N/A |
| 11. The content of the session observed was consistent with advisement objectives and student needs. | _____ yes _____ no |

Service assignment objectives

- | | |
|---|---------------------------|
| 12. Communicates and networks effectively with secondary and four-year schools. | E S N U N/O N/A |
| 13. Researches questions brought by students as needed. | E S N U N/O N/A |

Comments:

E. LIBRARIANSPresentation and Content

- | | |
|--|---------------------------|
| 1. Communicates information clearly, concisely and effectively. | E S N U N/O N/A |
| 2. Utilizes knowledge of current trends and technology in library/information science. | E S N U N/O N/A |
| 3. Demonstrates knowledge of research methods and resources. | E S N U N/O N/A |

Faculty/Student Interaction

- | | |
|--|---------------------------|
| 4. Assists students reach reference and research objectives. | E S N U N/O N/A |
| 5. Facilitates self-reliance in library usage. | E S N U N/O N/A |

- | | | |
|----|--|---------------------------|
| 6. | Demonstrates sensitivity in working with students of diverse racial and ethnic backgrounds, sexual orientations, as well as physical and mental abilities. | E S N U N/O N/A |
|----|--|---------------------------|

Service assignment objectives

- | | | |
|----|--|---------------------------|
| 7. | Consults with other librarians and departments to provide students with up-to-date information and programs. | E S N U N/O N/A |
| 8. | Assists in building, organizing, and maintaining library collection. | E S N U N/O N/A |

NOTE: If you attended a library orientation, please also fill out Section II C, Classroom Faculty.
If more space is needed a blank page follows.

Comments:

F. OTHER NON-TEACHING FACULTY (Coordinators, Project Directors, Student Personnel Workers, Facilitators, Coach/Athletic Directors)

NOTE: NOT ALL CRITERIA ARE APPLICABLE

- | | | |
|-----|--|---------------------------|
| 1. | Supervises the routine security, upkeep, repair, and replacement of facilities and equipment in area of assignment. | E S N U N/O N/A |
| 2. | Consults with appropriate college faculty and staff about related projects and work assignments. | E S N U N/O N/A |
| 3. | Maintains effective working relationship with grant monitors. | E S N U N/O N/A |
| 4. | Adheres to grant guidelines, objectives and schedules. | E S N U N/O N/A |
| 5. | Serves as a unit leader within the assigned area. | E S N U N/O N/A |
| 6. | Consults with the dean concerning all expenditures outside of the department budget. | E S N U N/O N/A |
| 7. | Consults with the dean concerning all grant applications and fundraising activities. | E S N U N/O N/A |
| 8. | Participates in necessary meetings and conferences. | E S N U N/O N/A |
| 9. | Demonstrates sensitivity in working with students of diverse racial and ethnic backgrounds, sexual orientations, as well as physical and mental abilities. | E S N U N/O N/A |
| 10. | Fulfills specific job description requirements. | E S N U N/O N/A |

NOTE: If you attended a presentation seminar or class, please also fill out Section II C for Classroom Faculty.

Comments:

G. 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.

H. Evaluator's Overall Rating:

Excellent

Satisfactory

Needs Improvement

Unsatisfactory

APPENDIX D FORM A4

ADMINISTRATOR AND PEER EVALUATION FORM FOR NON-CONTRACT FACULTY

(The purposes of evaluation are contained in Article 12 of the VCCCD Agreement)

DATE OF VISIT: _____ ARRIVAL TIME: _____ DEPARTURE TIME: _____

NAME OF EVALUATEE: _____

POSITION OF EVALUATEE: _____

Evaluator: (Please Print) _____

Type of Evaluator: (check one) ☐ Peer ☐ Department Chair or Designee ☐ Dean

Faculty Function(s) Being Evaluated: (check all that apply)

☐ Instructor Course Name: _____

Number of Students Attending: _____

☐ Counselor

☐ Librarian

☐ Other (specify): _____

Location: (check one) ☐ Moorpark College ☐ Oxnard College ☐ Ventura College

☐ Other (specify): _____

Do not sign this form until 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 Signature

Date

Evaluator Signature

Date

Ventura County Community College District
**ADMINISTRATOR AND PEER EVALUATION FORM FOR
NON-CONTRACT FACULTY**

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, and promotes professionalism and enhances performance.” (from Section 12.1 of the Agreement between the VCCCD and AFT Local 1828)

Instructions (Do not proceed without reading instructions)

- 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 detailed 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, a blank page is attached to accommodate detailed responses and cite the section and item being addressed.

<u>RATING SYSTEM</u>	
E	Excellent
S	Satisfactory
N	Needs to improve
U	Unsatisfactory
N/O	Not observed
N/A	Not applicable

SECTION I. Professional Qualities *(to be answered for all faculty)*

Using the scale above, please rate the evaluatee based on applicable criteria:

A. Professionalism

- | | | | | | | |
|---|---|---|---|---|-----|-----|
| 1. Demonstrates cooperation and sensitivity in working with colleagues, staff, and students. | E | S | N | U | N/O | N/A |
| 2. Submits required departmental reports and other necessary paperwork, including census, and/or positive attendance, and grades on time. | E | S | N | U | N/O | N/A |
| 3. Maintains adequate and appropriate records. | E | S | N | U | N/O | N/A |

- | | | | | | | |
|---|---|---|---|---|-----|-----|
| 4. Observes health and safety regulations. | E | S | N | U | N/O | N/A |
| 5. Demonstrates continuing professional development in subject areas of assignment. | E | S | N | U | N/O | N/A |
| 6. Demonstrates progress toward self-determined individual and developmental goals. | E | S | N | U | N/O | N/A |

B. Area and Departmental Responsibilities

- | | | | | | | |
|---|---|---|---|---|-----|-----|
| 1. Orders textbooks, instructional materials, and equipment in a timely manner. | E | S | N | U | N/O | N/A |
| 2. Exercises good judgment in the use of facilities, equipment, and supplies. | E | S | N | U | N/O | N/A |
| 3. Maintains work schedule and keeps appointments. | E | S | N | U | N/O | N/A |
| 4. Meets flex requirements. | E | S | N | U | N/O | N/A |

Comments: (Commendations, recognition, strengths/weaknesses, etc. Please explain how you reached your conclusions where necessary.)

SECTION II. JOB PERFORMANCE OBSERVATION (*Answer all applicable areas.*)

A. NATURE OF WORK IN PROGRESS:

In the provided space (boxes) 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 was observed. Where appropriate, note what was commendable, make constructive criticisms about what might be improved, and suggest alternatives. If any ratings below satisfactory are issued, recommendations for improvement are required of the evaluator and should be included in the Overall Summary and Recommendations portion of this form. Explain how you reached your conclusions.

B. DISTANCE EDUCATION

- | | | | | | | |
|--|---|---|---|---|-----|-----|
| 1. Follows all campus distance education standards as adopted by Curriculum Committee/Academic Senate. | E | S | N | U | N/O | N/A |
| 2. Demonstrates competence in the current distance education course management system. | E | S | N | U | N/O | N/A |
| 3. Uses the appropriate distance education form of communication. | E | S | N | U | N/O | N/A |

C. CLASSROOM FACULTY

Instructional Delivery

- | | | | | | | |
|---|---|---|---|---|-----|-----|
| 1. Voice and delivery are clear and understandable. | E | S | N | U | N/O | N/A |
| 2. Employs multiple teaching approaches where applicable. | E | S | N | U | N/O | N/A |
| 3. Communicates ideas clearly, concisely and effectively. | E | S | N | U | N/O | N/A |
| 4. Paces class according to the level and material presented. | E | S | N | U | N/O | N/A |
| 5. Uses class time effectively. | E | S | N | U | N/O | N/A |
| 6. The teaching method and techniques observed are effective. | E | S | N | U | N/O | N/A |
| 7. Conducts class in accordance with instructional schedule. | E | S | N | U | N/O | N/A |

Faculty/Student Interaction

- | | | | | | | |
|--|---|---|---|---|-----|-----|
| 8. Students are engaged in lesson. | E | S | N | U | N/O | N/A |
| 9. Demonstrates sensitivity to differing student learning styles. | E | S | N | U | N/O | N/A |
| 10. Stimulates student interest in materials presented. | E | S | N | U | N/O | N/A |
| 11. Measures student performance in fair and valid ways. | E | S | N | U | N/O | N/A |
| 12. Demonstrates sensitivity in working with students of diverse racial and ethnic backgrounds, sexual orientations, as well as physical and mental abilities. | E | S | N | U | N/O | N/A |

Content

13. The content of the lesson observed was: current _____ adequate _____ outdated _____
14. The content of the lesson was consistent with the course outline. Yes _____ No _____
15. The lesson was at the appropriate level for the course. Yes _____ No _____

Comments :

D. COUNSELORS

Presentation

- | | | | | | | |
|--|---|---|---|---|-----|-----|
| 1. Presents information and directions to students in a clear and organized way. | E | S | N | U | N/O | N/A |
| 2. Advisement methods and techniques utilized are effective. | E | S | N | U | N/O | N/A |

Faculty/Student Interaction

- | | | | | | | |
|---|---|---|---|---|-----|-----|
| 3. Listens well and provides opportunities for students to express their concerns. | E | S | N | U | N/O | N/A |
| 4. Helps students define and seek solutions to problems. | E | S | N | U | N/O | N/A |
| 5. Gives the student an opportunity for follow-up. | E | S | N | U | N/O | N/A |
| 6. Directs counselees to appropriate sources of information/ assistance when advisable. | E | S | N | U | N/O | N/A |
| 7. Respects students' confidentiality. | E | S | N | U | N/O | N/A |
| 8. Demonstrates sensitivity in working with students of diverse racial and ethnic backgrounds, sexual orientations, as well as physical and mental abilities. | E | S | N | U | N/O | N/A |

Content

- | | | | | | | |
|--|--------------------|---|---|---|-----|-----|
| 9. Demonstrates knowledge of district classes, resources and programs. | E | S | N | U | N/O | N/A |
| 10. Demonstrates knowledge of current course articulation and program requirements. | E | S | N | U | N/O | N/A |
| 11. The content of the session observed was consistent with advisement objectives and student needs. | _____ yes _____ no | | | | | |

Service assignment objectives

- | | | | | | | |
|---|---|---|---|---|-----|-----|
| 12. Researches questions brought by students as needed. | E | S | N | U | N/O | N/A |
|---|---|---|---|---|-----|-----|

Comments:

E. **LIBRARIANS**

Presentation and Content

- | | | | | | | |
|--|---|---|---|---|-----|-----|
| 1. Communicates information clearly, concisely and effectively. | E | S | N | U | N/O | N/A |
| 2. Utilizes knowledge of current trends and technology in library/information science. | E | S | N | U | N/O | N/A |
| 3. Demonstrates knowledge of research methods and resources. | E | S | N | U | N/O | N/A |

Faculty/Student Interaction

- | | | | | | | |
|---|---|---|---|---|-----|-----|
| 4. Assists students to reach reference and research objectives. | E | S | N | U | N/O | N/A |
| 5. Facilitates self-reliance in library usage. | E | S | N | U | N/O | N/A |
| 6. Demonstrates sensitivity in working with students of diverse racial and ethnic backgrounds, sexual orientations, as well as physical and mental abilities. | E | S | N | U | N/O | N/A |

Service assignment objectives

- | | | | | | | |
|---|---|---|---|---|-----|-----|
| 7. Consults with other librarians and departments to provide students with up-to-date information and programs. | E | S | N | U | N/O | N/A |
| 8. Assists in building, organizing, and maintaining library collection. | E | S | N | U | N/O | N/A |

NOTE: If you attended a library orientation, please also fill out Section II C, Classroom Faculty.

Comments:

F. **OTHER NON-TEACHING FACULTY** (Coordinators, Project Directors, Student Personnel Workers, Facilitators, Coach/Athletic Directors)

NOTE: NOT ALL CRITERIA ARE APPLICABLE

- | | | | | | | |
|--|---|---|---|---|-----|-----|
| 1. Supervises the routine security, upkeep, repair, and replacement of facilities and equipment in area of assignment. | E | S | N | U | N/O | N/A |
| 2. Consults with appropriate college faculty and staff about related projects and work assignments. | E | S | N | U | N/O | N/A |
| 3. Maintains effective working relationship with grant monitors. | E | S | N | U | N/O | N/A |
| 4. Adheres to grant guidelines, objectives and schedules. | E | S | N | U | N/O | N/A |
| 5. Serves as a unit leader within the assigned area. | E | S | N | U | N/O | N/A |

6.	Consults with the dean concerning all expenditures outside of the department budget.	E	S	N	U	N/O	N/A
7.	Consults with the dean concerning all grant applications and fundraising activities.	E	S	N	U	N/O	N/A
8.	Participates in necessary meetings and conferences.	E	S	N	U	N/O	N/A
9.	Demonstrates sensitivity in working with students of diverse racial and ethnic backgrounds, sexual orientations, as well as physical and mental abilities.	E	S	N	U	N/O	N/A
10.	Fulfills specific job description requirements.	E	S	N	U	N/O	N/A

NOTE: If you attended a presentation seminar or class, please also fill out Section II C for Classroom Faculty.

Comments:

G. 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.

G. Evaluator's Overall Rating:

Excellent

Satisfactory

Needs Improvement

Unsatisfactory

In Lieu of Actual Form **APPENDIX D FORM B1 (Classroom Faculty)**
Student Evaluation of Teaching Effectiveness

Course Title: _____ **Date:** _____

IMPORTANT: USE A NO. 2 PENCIL, COMPLETELY FILLING IN EACH BUBBLE YOU MARK. COMPLETELY ERASE ANY MARK YOU WISH TO CHANGE.

DIRECTIONS:

1. Please answer questions 1-21 regarding your instructor by filling in one of the numbers following the questions.
2. The number 6 indicates the highest score, 5 the next highest, etc. Please mark NA when the question is not applicable.
3. Question 22 invites you to make further comments on the back of this sheet.

	Rate 6-1						
	6	5	4	3	2	1	NA
1. Instructor knows subject well.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
2. Clearly defines course requirements and grading criteria.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
3. Demonstrates sensitivity to students of diverse backgrounds/needs.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
4. Is well prepared for class.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
5. Communicates subject matter effectively.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
6. Stimulates my interest in the material presented.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
7. Raises challenging questions or issues.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
8. Encourages student participation as appropriate.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
9. Testing is fair and appropriately reflects course material.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
10. Regularly grades/evaluates and provides feedback on my performance.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
11. Assignments are relevant to the course.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
12. Provides a positive learning environment for all types of students.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
13. Assignments/exams are returned in a reasonable amount of time.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
14. Encourages independent thinking and is open to other opinions.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
15. Teaching techniques are effective.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
16. Shows enthusiasm for the course.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
17. Is willing to explain.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
18. Adheres to scheduled class time.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
19. Is available for assistance via office hours and/or email. (for full-time faculty only)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
20. I would take another course from this instructor.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
21. Overall, how would you rate this instructor?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
22. You are encouraged to comment further on the effectiveness of the instructor on the back.							

In lieu of actual Form

APPENDIX D, FORM B2 (Non-Classroom Faculty)

Student Evaluation of Counselor/Librarian Effectiveness

Course Title:

Date:

IMPORTANT: USE A NO. 2 PENCIL, COMPLETELY FILLING IN EACH BUBBLE YOU MARK. COMPLETELY ERASE ANY MARK YOU WISH TO CHANGE.

DIRECTIONS:

1. Please answer questions 1-17 regarding your counselor or librarian by filling in one of the numbers following the questions.
2. The number 6 indicates the highest score, 5 the next highest, etc. Please mark NA when the question is not applicable.
3. Question 18 invites you to make further comments on the back of this sheet.

Rate 6-1

	6	5	4	3	2	1	NA
1. Helps me feel comfortable and welcome.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
2. Helps me feel free to ask questions.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
3. Gives me the information I need.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
4. Helps me feel free to express my opinion.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
5. Listens to me and understands my needs.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
6. Is on time for my appointments.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
7. Helps me define and seek solutions to problems.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
8. Demonstrates sensitivity to students of diverse backgrounds/needs.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
9. Is well-prepared to provide the services I seek.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
10. Provides accurate and helpful information.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
11. Communicates effectively.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
12. Is sensitive to differences among students.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
13. Is willing to explain the subject in different ways for my better understanding.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
14. Responds to questions fully, directly and completely.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
15. Refers me to the proper individual or agency when necessary.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
16. Asks me questions to help me clarify the information I need.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
17. Overall, I rate this faculty member.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
18. You are encouraged to comment further on the effectiveness of the faculty member on the back.							

IN LIEU OF ACTUAL FORM

APPENDIX D – FORM B3

Name: Instructor _____

College: _____ Semester _____

ID: Section _____

Number: _____

VENTURA COUNTY COMMUNITY COLLEGE DISTRICT

Run Date: _____

SUMMARY OF STUDENT EVALUATION OF TEACHING EFFECTIVENESS

Question	(6)	(5)	(4)	(3)	(2)	(1)	(NA)
1. Instructor knows subject well.							
2. Clearly defines course requirements and grading criteria.							
3. Demonstrates sensitivity to students of diverse backgrounds/needs.							
4. Is well prepared for class.							
5. Communicates subject matter effectively.							
6. Stimulates my interest in the material presented.							
7. Raises challenging questions or issues.							
8. Encourages student participation as appropriate.							
9. Testing is fair and appropriately reflects course material.							
10. Regularly grades/evaluates and provides feedback on my performance.							
11. Assignments are relevant to the course.							
12. Provides a positive learning environment for all types of students.							
13. Assignments/exams are returned in a reasonable amount of time.							
14. Encourages independent thinking and is open to other opinions.							
15. Teaching techniques are effective.							
16. Shows enthusiasm for the course.							
17. Is willing to explain.							
18. Adheres to scheduled class time.							
19. Is available for assistance via office hours and/or email. (for full-time faculty only)							
20. I would take another course from this instructor.							
21. Overall, how would you rate this instructor?							
22. You are encouraged to comment further on the effectiveness of the instructor on the back.							

IN LIEU OF ACTUAL FORM

APPENDIX D – FORM B4

Name: Instructor _____

College: _____ Semester _____

ID: Section _____

Number: _____

VENTURA COUNTY COMMUNITY COLLEGE DISTRICT

Run Date: _____

SUMMARY OF STUDENT EVALUATION OF COUNSELOR/LIBRARIAN EFFECTIVENESS

Question	(6)	(5)	(4)	(3)	(2)	(1)	(NA)
1. Helps me feel comfortable and welcome.							
2. Helps me feel free to ask questions.							
3. Gives me the information I need.							
4. Helps me feel free to express my opinion.							
5. Listens to me and understands my needs.							
6. Is on time for my appointments.							
7. Helps me define and seek solutions to problems.							
8. Demonstrates sensitivity to students of diverse backgrounds/needs.							
9. Is well-prepared to provide the services I seek.							
10. Provides accurate and helpful information.							
11. Communicates effectively.							
12. Is sensitive to differences among students.							
13. Is willing to explain the subject in different ways for my better understanding.							
14. Responds to questions fully, directly and completely.							
15. Refers me to the proper individual or agency when necessary.							
16. Asks me questions to help me clarify the information I need.							
17. Overall, I rate this faculty member.							
18. You are encouraged to comment further on the effectiveness of the faculty member on the back.							

APPENDIX D, Form C1

Semester and Year _____

SUMMARY ADMINISTRATOR AND PEER EVALUATION FORM FOR NON-CONTRACT and CONTRACT TENURED FACULTY

Name of Evaluatee: _____

Discipline of Evaluatee: _____

Faculty Function(s) Being Evaluated: (check all that apply)

☐ Instructor ☐ Counselor ☐ Librarian ☐ 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 to Improve ☐ 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. Comments: (attach additional sheet, if needed)

Faculty Member

Date

Semester and Year: _____

**Tenure Review Committee Employment Recommendation
FOR PROBATIONARY, NON-TENURED FACULTY**

Name of Evaluatee: _____

Discipline of Evaluatee: _____

Faculty Function(s) Being Evaluated: *(check all that apply)*
☐ Instructor ☐ Counselor ☐ Librarian ☐ Other *(specify)*: _____
Location: *(check one)* ☐ Moorpark College ☐ Oxnard College ☐ Ventura College ☐ 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, job performance and portfolio. The committee's overall evaluation of the employee is:

☐ **Excellent** ☐ **Satisfactory** ☐ **Needs to Improve** ☐ **Unsatisfactory**

5. The explanation for the 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)
 - ☐ Continue in third 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)

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

Date

Semester and Year _____

PRESIDENT'S SUMMARY EVALUATION REPORT

Name of Evaluatee: _____

Discipline of Evaluatee: _____

Faculty Function(s) Evaluated: *(check all that apply)*

☐ Instructor ☐ Counselor ☐ Librarian ☐ 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 to Improve ☐ 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 not grant tenure

☐ Other _____

Signature of President

Date

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. (Add additional sheets if necessary.)

Faculty Member

Date

1940 AAUP Statement of Principles on Academic Freedom with 1970 Interpretative Comments

The 1940 AAUP Statement of Principles on Academic Freedom with 1970 Interpretative 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 Interpretative 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."

SCIENCE CLASSES APPROVED FOR LOAD VALUE OF .75

Anatomy
Anthropology *
Astronomy
Biology
Botany
Chemistry
English Writing Labs
Environmental Science
Geology
Health Science, Nursing Science
Marine Studies *
Math Labs *
Meteorology
Microbiology
Physical Geography
Physical Science
Physics
Physiology
Zoology

* Effective Spring 2014 these classes are approved for a load value of .75.

NOT CURRENTLY IN USE

FLEX DAY ACTIVITY FORM

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:

Total Hours: _____

Approval: _____

Faculty Signature: _____ (Sign after completing activity)

Submit completed form to your
division/worksite office after
making a copy for your file.

MASTER CONTRACT

NON-CONTRACT FACULTY

Non-Contract Faculty Flex Day 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: _____

Date(s)	Activity	Activity Hours	Approval, Dept. Head, Div. Dean, etc. Initials	Faculty Signature
		Cum. Hours		

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

Contract Faculty Flex Day 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 (overload) assignment obligation: _____ Your Obligation: _____

Date(s)	Activity	Activity Hours	Approval, Dept. Head, Div. Dean, etc.	Faculty Signature
		Cum. Hours	Initials	

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

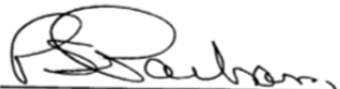
Tiebreakers

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

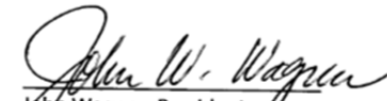

This agreement replaces an earlier one dated July 22, 2008 and, like the predecessor, establishes a process for breaking ties in longevity as defined in Section 5.4.B (1) of the AFT/VCCCD Agreement.

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

Ventura County Community College District

**CASH-OUT AND/OR
WORKLOAD BALANCING UTILIZATION FORM**

EVP	_____
Dean	_____
HR	_____
Payroll	_____
Discipline Rep	_____

NAME: _____ DATE: _____ EMPLOYEE ID # _____

CAMPUS: MC ☐ OC ☐ VC ☐ DIVISION: _____

I PLAN TO TAKE WORKLOAD BALANCING LEAVE:

DATES OF WORKLOAD BALANCING LEAVE: _____
SEMESTER YEAR

AMOUNT OF LOAD REDUCTION: _____%

I PLAN TO CASH OUT:

NO. OF LECTURE HOURS _____ NO. OF LAB HOURS _____ MONTH/YEAR TO RECEIVE FUNDS _____

FACULTY MEMBER: _____ DATE: _____

APPENDIX J, FORM A2

VENTURA COUNTY COMMUNITY COLLEGE DISTRICT WORKLOAD BALANCING BANKING PLAN

***MUST BE SUBMITTED NO LATER THAN 5 WORKING DAYS
AFTER END OF FIRST CENSUS***

<u>Initial</u>	
Exec VP	_____
Div. Dean	_____
Admin Svcs	_____
Cont. Educ	_____
Human Res.	_____
Dist. Payroll	_____

NAME: _____ DATE: _____ EMPLOYEE ID #: _____

CAMPUS: MC ___ OC ___ VC ___ DIVISION: _____ PRIMARY JOB TITLE: _____

I WISH TO BANK THE FOLLOWING OVERLOAD HOURS:

WORK DESCRIPTION:

CLASS TITLE: _____ COURSE #: _____ TICKET #: _____

SEMESTER: _____ YEAR: _____ COURSE LENGTH (WEEKS): _____

HOURS: LECTURE _____ LAB _____ LECTURE/LAB: _____ NON-CLASSROOM INST. SERV: _____

EQUAL PAY OFFER: EXTRA CLASS _____ OVERLOAD _____ EXTRA LARGE CLASS: _____

TIME SHEET HOURLY: _____

LEH _____

WORK DESCRIPTION:

CLASS TITLE: _____ COURSE #: _____ TICKET #: _____

SEMESTER: _____ YEAR: _____ COURSE LENGTH (WEEKS): _____

HOURS: LECTURE _____ LAB _____ LECTURE/LAB: _____ NON-CLASSROOM INST. SERV: _____

EQUAL PAY OFFER: EXTRA CLASS _____ OVERLOAD _____ EXTRA LARGE CLASS: _____

TIME SHEET HOURLY: _____

LEH _____

WORK DESCRIPTION:

CLASS TITLE: _____ COURSE #: _____ TICKET #: _____

SEMESTER: _____ YEAR: _____ COURSE LENGTH (WEEKS): _____

HOURS: LECTURE _____ LAB _____ LECTURE/LAB: _____ NON-CLASSROOM INST. SERV: _____

EQUAL PAY OFFER: EXTRA CLASS _____ OVERLOAD _____ EXTRA LARGE CLASS: _____

TIME SHEET HOURLY: _____

LEH _____

Ventura County Community College District
Human Resources Department

VOLUNTARY TRANSFER REQUEST

- I. In accordance with the Agreement between the AFT and the VCCCD, Article 14, Subsection 14.2.1, 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 TRANSFER IS REQUESTED**

DEPARTMENT RECOMMENDATION: _____ APPROVED _____ DISAPPROVED

Division Representative

Date

_____ APPROVED _____ DISAPPROVED

Division Dean

Date

College President

Date

Forward completed forms to the Office of the Vice Chancellor, Human Resources, District Office.

Minimum Qualifications for Faculty and Administrators in California Community Colleges

2017

Use website:

<http://californiacommunitycolleges.cccco.edu/Portals/0/Reports/2017-Minimum-Qualifications-Handbook-r1-ADA.pdf>

Domestic Partners

- 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.

Form N

See HR Tools on the VCCCD Portal for latest
Notice of Intent to Complete Academic Units for Academic Year Form.

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