



Agenda Item Details

Meeting	Apr 10, 2018 - Board of Trustees Meeting
Category	15. Human Resources
Subject	15.01 Action to Approve Tentative Agreement Between the Ventura County Community College District and the Ventura County Federation of College Teachers, AFT Local 1828, AFL-CIO
Access	Public
Type	Action
Recommended Action	The Chancellor recommends approval.

Public Content

Background/Analysis

This item presents for approval the Tentative Agreement between the Ventura County Community College District and the Ventura County Federation of College Teachers AFT Local 1828, AFL-CIO, dated February 21, 2018. The term of the new Agreement will be from July 1, 2016, to June 30, 2019. The District and AFT commenced negotiations for a successor agreement in September 23, 2016. On February 21, 2018, the parties reached Tentative Agreement on all open articles. The Tentative Agreements on all articles are attached. The District was notified on March 30, 2018, that AFT membership had ratified the agreement.

Summary of Tentative Agreement

1. General salary increase for part-time faculty by 1.75% over two years.
2. Full District contribution for full-time faculty benefits for three years.
3. Increase monthly department chair differential to \$275.
4. Office hours for part-time faculty increased to 2 hours per week per .2 of load to a maximum of 6 hours.
5. Create an AFT/Management committee to develop a rationale for labs being at .67 or .75 load factors for purposes of revising Appendix F. The District will provide 1.2 FTE release time, and the committee's recommendations are non-binding.
6. Redistribute release time for department chairs.

Fiscal Impact

Article 3

PT salary impact to FY18:

1% Salary increase (Article 3) above FY18 Adopted Budget

- \$269,300 to the general fund
- \$26,600 to categorical funds

PT salary impact to FY19:

0.75% Salary increase above FY18 Adopted Budget

- \$471,300 to the general fund
- \$46,500 to categorical funds

Article 5

Increased PT office hours:

- For FY19, fiscal impact (above what was adopted in the FY18 budget) is approximately \$486,400.

Reviewed at Administrative Services Committee on March 19, 2018.

Further Information

Greg Gillespie, Michael Shanahan, David El Fattal

[AFT-CompleteTentativeAgreementPackage-2016-2019.pdf \(26,970 KB\)](#)

Motion & Voting

The Chancellor recommends approval.

Motion by Trustee Stephen Blum, second by Trustee Larry Kennedy.

Final Resolution: Motion was approved.

Yes: Trustee Stephen Blum, Trustee Arturo Hernandez, Trustee Larry Kennedy, Trustee Dianne McKay, Trustee Bernardo Perez, Student Trustee Kimberly Ramos Advisory Vote

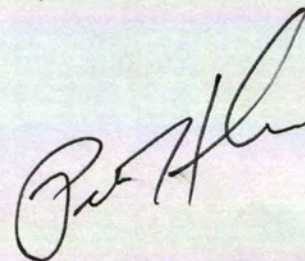
ARTICLE 1 Effective Date and Parties to Agreement

- 1.1 This collective bargaining agreement (hereafter referred to as "Agreement") is made and entered into July 1, 2016³, 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")

T.A.



12/16/16



ARTICLE 2 Recognition

- 2.1 The District recognizes the Federation as the exclusive representative for all academic employees (hereafter referred to as "bargaining unit" or "unit") 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 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
 - ~~Associate~~-Librarian
 - Library Director
 - Nursing Director
 - Specialist
 - Student Personnel Worker

academic

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, ~~and 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.

T.A.

6/9/17

2.3 ~~Any classified, management, supervisory or confidential employees who in addition to their primary work assignments apply, interview and are selected for non-contract faculty assignments shall be governed by this Agreement provided that their non-contract faculty assignment is only in areas for which they do not supervise or manage.~~

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.

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from VCCCD
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ARTICLE 3
Salary

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, ~~2013~~2016.

FULL-TIME ACADEMIC SALARY SCHEDULE EFFECTIVE
JULY 1, ~~2013~~2016

Comment [oc1]: Updated figures per 2016 negotiations

STEP	CLASS I Appropriate credential or MA	CLASS II BA + 45 Units With MA	CLASS III BA + 60 Units With MA	CLASS IV BA + 75 Units With MA	CLASS V Earned Doctorate
1	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.

Pat Allen
3/21/18
Will

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-ration 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) New contract employees shall receive a maximum of seven years credit for any combination of all prior full-time experience and pro-rata credit for all part-time teaching experience for the purpose of salary step placement. New non-contract employees shall receive a maximum of three years credit for any combination of prior full-time teaching experience and pro-rata part-time teaching experience for the purpose of salary step placement. New employees must provide written documentation of non-district teaching experience not later than thirty (30) days following hire.~~

Comment [oc2]: Added per 2016 negotiations and moved to 3.3.A(2)

~~(2)(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 a [] District part-time teaching experience and (for those disciplines that require it) professional experience directly related to the discipline of the assignment for the purpose of salary step placement, subject to such exceptions as the Governing Board may determine in individual cases.

~~(3)(2)~~ At the option of the contract employee, the annual salary may be paid in ten or twelve equal monthly payments.

~~3.1.D. Effective July 1, 2015, the salary schedules for full and part-time faculty shall be increased by 3.02% to all faculty active as of May 2, 2016.~~

Comment [oc3]: Added per 2016 negotiations

3.2 Classification-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 e-mail 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.

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- (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) Prior full-time professional teaching experience on a year-for-year basis and pro-rata credit for District part-time teaching experience, not to exceed seven years of such credit, for persons initially placed on the salary schedule. 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.~~

Comment [MWS4]: Removed private teaching. Verification difficult to impossible.

- ~~(2) New employees must provide written documentation of non-district teaching experience not later than thirty (30) days following hire.~~

Comment [MA5]: Moved from 3.1.C(1)

- (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 ~~outside the teaching field~~, 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

Comment [MWS6]: Removed, unnecessary as there is already the "closely related non-classroom experience." Now includes all closely related non-classroom experience meeting criteria.

subject to evaluation and approval by the District in the same timely fashion as stipulated in 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.

- ~~(1)~~(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.

- ~~(2)~~(3) Unit credit shall not be counted toward advancement on the salary schedule unless all of the following conditions are met:

- a. Unit credit 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 units 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 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 nine (9) 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.

~~c. Normally, not more than nine units total completed in correspondence or home study institutes, as administered by an accredited institution, may be counted for placement or advancement on the salary schedule. Exceptions to the nine-unit total must be approved in advance by the Chancellor or his/her designee.~~

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

~~d-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, does not typically require a Master's degree 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 for two steps).~~

Comment [MWS7]: Language from MQ handbook

(3)(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 ~~three~~ 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, ~~2013~~ 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 2013 <u>2016</u>			
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

Comment [oc8]: Updated figures per 2016 negotiations

FACULTY NON-CLASSROOM SALARY SCHEDULE PER .1 LOAD EFFECTIVE FALL 2013 <u>2016</u>			
STEP	CLASS I Credential	CLASS II Masters	CLASS III Earned Doctorate
1	2,082	2,496	2,912

Comment [oc9]: Updated figures per 2016 negotiations

Article 3
Salary

2	2,185	2,601	3,017
3	2,288	2,705	3,122
4	2,393	2,808	3,225
5	2,496	2,912	3,329
6	2,601	3,017	3,434
7	2,705	3,122	3,537

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, 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 2013 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

Comment [oc10]: Updated figures per 2016 negotiations

- 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, ~~and 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~~

Article 3
Salary

~~placement. Placement shall not exceed Class II for non-credit teaching assignments. New non-contract employees must provide written documentation of non-district teaching experience not later than thirty (30) days following hire.~~

Comment [MA11]: Moved from 3.1.C(1)

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 3.4B 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.D. Years of service for the purpose of establishing ~~rates of~~ 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 ~~two-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.23-1.C(1) 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 ~~full-~~

Comment [MWS12]: Not initial placement, but salary movement. Initial placement is addressed above.

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 ~~full~~ 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.~~
- ~~(7) For the purpose of compensating for non-credit teaching assignments, faculty with such assignments shall not advance beyond Class II.~~

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. Basketball	110 hours + 20 hours for Head Coach
b. Track	80 hours + 20 hours for Head Coach
c. Cross Country	80 hours + 20 hours for Head Coach
d. Tennis	80 hours + 20 hours for Head Coach
e. Swimming	80 hours + 20 hours for Head Coach
f. Football	110 hours + 20 hours for Head Coach
g. Baseball	110 hours + 20 hours for Head Coach
h. Golf	80 hours + 20 hours for Head Coach
i. Wrestling	80 hours + 20 hours for Head Coach
j. Water Polo	80 hours + 20 hours for Head Coach

~~(2) and~~

j k. Softball	110 hours + 20 hours for Head Coach
r l. Volleyball	80 hours + 20 hours for Head Coach
e m. Soccer	80 hours + 20 hours for Head Coach

~~c
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~~(2) and~~

~~(2)(3) Producing and Other Institutional Support/Service~~

- a. Music Groups ~~80-100~~ hours per major production ~~(e.g., operas, musicals, etc.)~~
- b. Drama/Theater
 - 1) 50 hours per major production for director
 - 2) 50 hours per major production for producer

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c.	Forensics	90 hours + 20 hours for Head Coach per semester
d.	Dance	50-80 hours per major production
e.	Journalism	80 hours per semester
f.	Literary Magazine	50 hours per major issue
g.	Art Gallery	50 hours per gallery
h.	Telecommunications	50 hours per major production
h.i.	Model United Nations	45 hours per academic year
ii.	Automotive Technology (e.g., T-TEN Program, NATEF, ASE, etc.)	45 hours per academic year
j.	Diesel Technology	45 hours per academic year

- 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 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 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 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:

Position/Official Job Title	Time Subject to Assignment in School Months
Instructor/Department Chair	10 ¼, 10 ½, or 10 ¾
Aquatics Coordinator	11 months
Counselor	11 months
Coordinator, Student Health Services	11 months
EOPS Counselor/Coordinator	11 months
Coordinator, DSPS	11 months
Veteran's Counselor/Coordinator	11 months
Coordinator of Institutional Research	11 months
Student Personnel Worker	11 months
Coordinator of Institutional Development	11 months
Nursing Coordinator/Director	11 months
EATM Coordinator	11 months
Title III Coordinator	11 months
Athletic Director	11 months
Matriculation Coordinator	11 months
Assessment/Retention Specialist	11 months
Coordinator, Dental Hygiene	11 months
PACE Coordinator/Instructor	11 months
Off-Campus Programs Coordinator	11 months
Transfer Center Coordinator	11 months
Title V Coordinator	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

Article 3
Salary

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	82,278.95	86,952.95	91,625.95	96,300.95	100,977.95
21-25 9% of CL1,ST1	83,681.43	88,355.43	93,028.43	97,703.43	102,380.43
26-30 12% of CL1, ST1	85,083.91	89,757.91	94,430.91	99,105.91	103,782.91
31+ 15% of CL1,ST1	86,486.38	91,160.38	95,833.38	100,508.38	105,185.38

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 ~~State of California~~ registration, certification, or licensure from the State of California for Engineer, Architect, ~~or~~ 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 and Research and Development Committee evaluations of a 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.

No Change

from VCCCD
11-29-17
107 PM


2/21/18


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 the 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 ~~Executive~~ 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. ~~Executive 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 and
 - d-e. ____ employment interviewing procedures;
 - d-e. ____ college and district committees;
 - e-f. ____ department and division meetings;
 - g. ____ curriculum development or review;
 - f-h. ____ program development, review, and/or coordination and oversight;
 - g-i. ____ articulation and matriculation;
 - h-j. ____ writing of grant proposals and research projects;
 - i-k. ____ recruitment and high school relations;
 - j-l. ____ registration advisement;
 - k-m. ____ activities of faculty governance, representation and advocacy;
 - i-n. ____ preparation and updating of course outlines;

Comment [VPK1]: Fix others in this article... campus to college, etc.

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2/2/18
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~~o. community outreach and interface.~~

~~m. preparation for courses that exceed the hours expressed in 5.2.A.(1).~~

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) ~~Lecture equivalent hours for~~ laboratory teaching assignments shall be in a ratio of three hours laboratory teaching to two hours of lecture teaching (.67 of a lecture hour). ~~Lecture equivalent hours for~~ 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 equivalent hours for~~ 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 ~~semester~~-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

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a-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 Executive appropriate college Vice President, the Division Dean, the Department Chair, and the faculty member involved.

b-c. A faculty member may meet and confer at any time with his/her Division Dean and the Executive 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, courses as lecture, lecture-laboratory, laboratory courses (or any combination thereof), for student credit hours as well as non-credit courses shall be made exclusively through by the each college's Curriculum Committee or Academic Affairs 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 Executive college Vice President. Such approval shall not be unreasonably withheld. Any such conflicts shall be resolved through informal discussions among the appropriate college Executive 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.

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~~(4)~~(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.

Comment [MWS2]: Removed reference to part-time faculty; this is for contract assignments.

~~(5)~~(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.

Comment [MWS3]: Removed reference to part-time faculty; this is for contract assignments.

~~(6)~~(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.)

~~(7)~~(8) Part-time faculty members shall be assigned duties and responsibilities in proration of a comparable full-time assignment.

~~(8)~~(9) Teaching faculty members shall begin class on time and shall not, without prior authorization, terminate any class before the required time of adjournment.

~~(9)~~(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.

~~(40)~~(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 Executive Vice President. Any conflicts shall be resolved through informal discussions among the appropriate college Executive Vice President, the Dean, the Department Chair, and the affected faculty member. If resolution is not reached, the appropriate college Executive 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 and
- (3)(4) employment interviewing procedures;
- (4)(5) college and district committees;
- (5)(6) department and division meetings;
- (7) curriculum development or review;

- ~~(6)~~(8) program development and oversight/coordination;
- ~~(7)~~(9) articulation and matriculation;
- ~~(8)~~(10) writing of grant proposals and research projects;
- ~~(9)~~(11) recruitment and high school relations;
- ~~(10)~~(12) registration advisement;
- ~~(11)~~(13) activities of faculty governance, representation and advocacy;
- ~~(12)~~(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.

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5.4.B DEFINITIONS/APPLICATIONS

(1) Longevity

- a. Longevity is defined as total-regular 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 sixth (6th) semester district-wide provided that his/her last evaluation was "Satisfactory" or "Excellent" at each campus college, and he/she has served a minimum of two 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.

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- 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.
- ie. 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 two "Needs Improvement" and/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.
- e-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 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; 0; 0; 0; and PAL would be .6.
- If a faculty member receives a committee summary/overall performance ratings evaluations in two (2) consecutive regular terms with committee summary/overall performance ratings (on Form C1) of "Unsatisfactory" OR any combination of performance evaluations in three (3) two (2) consecutive regular terms with committee summary/overall performance ratings (on Form C1) of "Needs Improvement" or "Unsatisfactory" his/her PAL will reduce to .2, or not less than one class.
- (5) **Preferred:** A non-contract faculty member evaluated as "Excellent" by a committee summary/overall performance rating majority of his/her evaluation committee 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" by a majority of his/her evaluation committee he/she will be removed from the Preferred List. Faculty members on their college's Preferred List as of July 1, 2007 will remain on the list unless removed

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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)

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 ~~fe~~e) unless distance education classes are required to provide the previously assigned load (as defined below). In the case of distance education, the ~~D~~Dean and ~~D~~Department ~~C~~Chair must concur that the non-contract faculty member is sufficiently knowledgeable in the instructional delivery mode to teach the course. If the ~~D~~Dean and the ~~D~~Department ~~C~~Chair do not agree as to whether to give a particular assignment to the faculty member, the appropriate ~~appropriate college~~ Vice President will determine the assignment. If a faculty member is dissatisfied with his/her assignment, the appropriate ~~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.

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- (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 ~~Executive~~ appropriate college Vice President will determine assignment. If a faculty member is dissatisfied with his/her assignment, the ~~Executive~~ 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 email 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 on-line through the District's Intranet 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 ~~Executive~~ appropriate college Vice Presidents.
- d. Notices for posting and submitting ARFs will be sent to placed in each faculty member by email 's campus box at the time of posting.
- e. Schedule for posting and submitting ARFs:
 - 1) For **Fall Semester** Assignment:
 - Post ARF§ during the second week of the previous fall semester.
 - Submit completed ARF§ at the end of the sixth week of the previous fall semester.
 - 2) For **Spring Semester** Assignment
 - Post ARF§ during second week of the previous Spring Semester.
 - Submit completed ARF§ at the end of the sixth week of the previous spring semester.
 - 3) For **Summer Intersession** Assignment:
 - Post ARF§ during the second week of the previous Fall semester.
 - Submit completed ARF§ at the end of the sixth week of the previous Fall semester.
- f. Schedule for issuing work offers:
 - 1) For **Fall Semester** Assignment:

Comment [MWSS]: Staff says this will be more convenient for adjuncts who may not get to the office much for a paper notice. Will also save much staff time.

- Issue-Email work offers in April of the previous Spring semester. Faculty must accept or reject return signed work offers in May of the previous Spring semester.
- 2) For **Spring Semester** Assignment:
 - Issue-Email work offers in October of the previous Fall semester. Faculty must return signed accept or reject work offers in November of the previous Fall semester.
- 3) For **Summer** Assignment:
 - Issue-Email work offers in March of the previous Spring semester. Faculty must accept or reject return signed work offers in April of the previous Spring semester.

A faculty member who fails to accept return a signed 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**

- (4) **(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 ~~seven (7) calendar days before~~ the first day of instruction for the Fall, ~~and~~ Spring ~~and Summer~~ 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 5.4 B(1)a.) (Appendix L) and 6.3 to restore his/her cancelled assignment. ~~For on ground/face to face courses, the first day of instruction shall mean 12:01am the day of the first scheduled class session of a given course. For Distance Education courses, the first day of instruction shall be the same as on ground/face to face courses for the purposes of class cancellations.~~

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- (5) **(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 noncontract faculty member with the least longevity within the discipline grouping. In the event that assuming such FTE of the ~~lowest-status, least longevity~~ noncontract 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.

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- (6)(4) ~~A minimum of 25% (or no fewer than three) of non-contract faculty members who apply for a contract position in the District and who meet the qualifications for that position as specified in the job announcement and determined by the Screening Committee shall be interviewed by the Committee.~~

5.65 **Summer Intersession Assignments**

Summer Intersession assignment is a voluntary, extra or temporary assignment of a qualified faculty member to serve during ~~the 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.

5.65.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

(1)

(2) Non-contract faculty on the preference list in the discipline on the campus

(2)

(3) Other non-contract faculty in the discipline on the campus
~~Other non-contract faculty in the discipline on the campus~~

(4) Faculty in the discipline from other campuses

(5) New hires and management

(4) ~~New hires and management~~ not currently teaching.

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Comment [MWS6]: Not clear what this phrase means.

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~~ 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.

Comment [VPK7]: Actually, 5. But MS Word shows it as 1-6 on this leg format version.

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.

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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 ~~either~~ for a reduction in force (RIF), ~~reduction in student attendance,~~ or reduction or discontinuance of a particular ~~kind of program of study or kind of service.~~

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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.

5.7.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

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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.

~~5.7.B.~~ 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.

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- (1) Petition ~~F~~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 e-mail and via Certified 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 ~~F~~for Recognition of Competence in an FSA by means of an the Districtwide equivalency process shall be by the following procedure: The employee shall submit a Supplemental Application Equivalency Request Form to the VCCCD Human Resources District HR and then the District will forward said the request to the appropriate Ddepartment/Ddiscipline Equivalency Committee for review. such recognition. Requests made prior to Feb 1 shall be forwarded to Each Tthe appropriate Equivalency Committee Ddepartment/Ddiscipline will review submitted requests and determine equivalency status within two (2) weeks by a procedure determined in advance by the Equivalency Committee Ddepartment/Ddiscipline in accordance with established District policy/procedure on equivalencies. The Equivalency Committee Ddepartment/Ddiscipline will submit to the District VCCCD HR its binding recommendation with an explanation of why the petition was accepted or rejected. Rejection by the Equivalency Committee Ddepartment/Ddiscipline shall not foreclose the faculty member's rights to petition again in the same FSA with new information.

Comment [MWS8]: What is the meaning? What if after the date? Ignored? Why not forward when received?

Comment [MWS9]: It is impossible to determine a fixed time period for this. We cannot commit academic senates.

Comment [MWS10]: Both MQ and Equivalency determinations are final unless facts change.

5.8.7.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 within 60 days of hire. This notice shall be both mailed via USPS and sent via District email.

5.8.7.D Refusal to grant recognition in a faculty service area is grievable under Article 16, Grievance Procedure.

5.8.7.E. The last day to apply for recognition of a faculty service area for use in a subsequent ~~ay~~ academic year is February 15th of that the prior academic year.

5.98. Non Contract Office Hours

5.8-A 5.9.A Non contract faculty assigned to teaching duties with 40-20 FTE or more of a full-time load shall be compensated for one (1) office hour per week, per semester, per class up to six (6) office hours per semester per the following chart:

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LOAD Office Hours

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0 - 0.2	2 office hours
0.21 - .4	4 office hours
0.41 - 0.67	6 office hours

Compensation shall be at the appropriate ~~noncontract~~ faculty hourly rate (See Table 3.4.B). Non-contract faculty may perform their student advisement hour(s) via internet. Faculty assigned to teaching Distance Education Courses online shall be compensated as above may conduct one (1) office hour online for each .20 teaching load. 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 Sec. 87880 – 87885, et. seq.

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5.9.B Amounts paid under 5.9.8-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.

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5.10 Non Contract Faculty Applying for Contract Positions

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5.8-B A minimum of 25% (or no fewer than three) of non-contract faculty members who apply for a contract position in the District and who meet the qualifications for that position as specified in the job announcement and determined by the Screening Committee shall be interviewed by the Committee.

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~~5.8~~ **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.

ARTICLE 6 Class Size

- 6.1 The number of students per class (class size) shall be designed to promote student success and access and address student equity gaps and subject to limitations inherent in the nature of the class, instructor pedagogy, the size of the room, the number of available student stations and available equipment, and the safety of students. Fire code room maximums shall be posted in each classroom and also be made publicly available for all classrooms in hard copy in the appropriate campus Vice President's office. 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 Executive appropriate campus Vice President of Student Learning or his/her designee.

Comment [MWS1]: Fire codes are not the measure of maximum classroom capacity, and may actually be greater than the enrollment limit.

6.2 Maximum Class Size

6.2.A. Faculty members may not enroll students beyond the assigned capacity assigned by management stipulated in 6.1 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 The maximum class size for Communication Studies public speaking based courses shall be 27.

6.2.E. The maximum class size shall be 24 for laboratory, activity and public performance based courses unless otherwise stipulated in this Article. The determination of laboratory, activity and public performance based courses shall come from the Course Outline of Record.

6.2.F The determination of laboratory based courses shall come from the Course Outline of Record.

6.2.DF 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.EG Maximum enrollment capacities class sizes for all courses/class sections shall be documented in the Class Schedule on the Course Outline of Record for each course, subject to the review and approval of each college's Curriculum Committee.

Comment [MWS2]: Per 6.1, approval rests with VP.

- 6.3 Upon reaching a minimum enrollment of 15 students, a regular credit course shall be offered and shall not be cancelled. 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. The minimum number of students enrolled in a regular credit course shall be 15 students at the end of the class adjustment period in order to continue.

- 6.4 Exceptions for regular credit courses with enrollments of less than 15 that may be approved on the basis of factors which include, but are not limited, to the following:

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

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

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

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

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


2/21/18


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

6.43.G. Essential remedial classes in which instruction must be highly individualized.

6.54 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.

6.65 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.

6.76 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 campus Executive Vice President.

6.87 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.

~~6.98 Enrollments for Distance Education courses shall be no greater than the maximum enrollment of a face-to-face largest face-to-face enrolled course in the same discipline in the largest usable space at the same college.~~

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Comment [MWS3]: Changed from 25

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Comment [MWS4]: Not precisely sure what this means. Not clear how physical limits are applicable to DE limits.

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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.

T.A.
6/2/17
[Signature]
[Signature]

8.6.E, Sabbatical Leave Applications

(1) No proposed change.

(2) No proposed change.

(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: six members one administrator from each college appointed by each the College President and one faculty member from each college appointed by each by each 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 Governing Board.

- 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:
- 9.3 A. Extended contracts shall be calculated as a pro-rata proportion of a 10-month contract rounded to the nearest digit.
- 9.4 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.

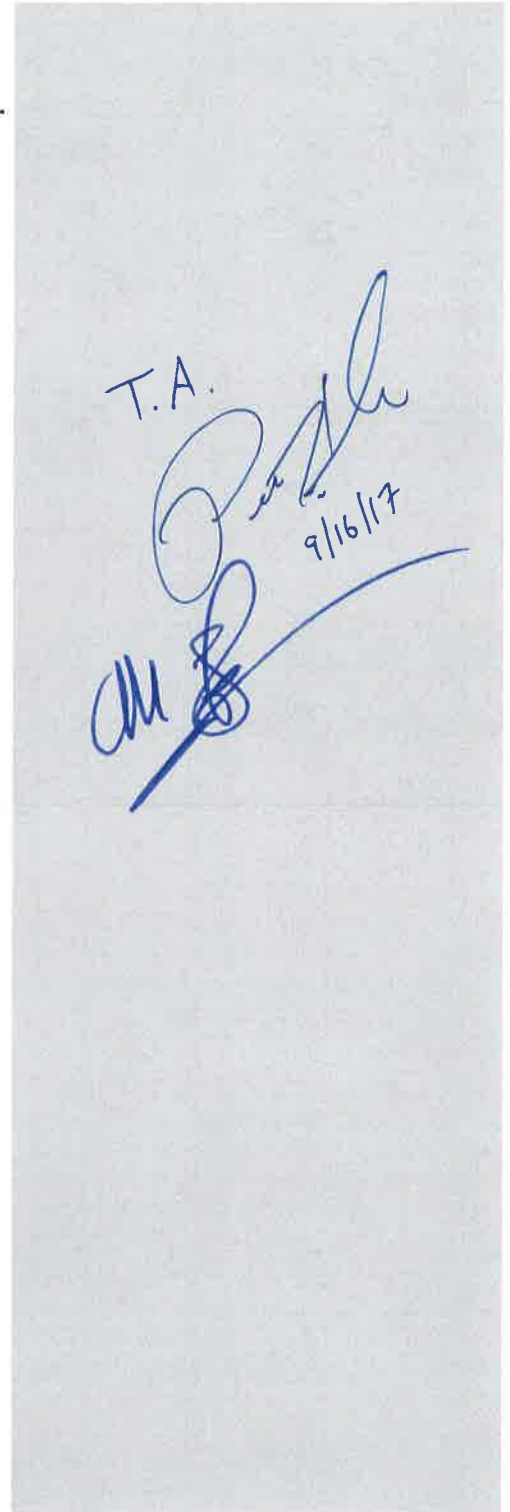
9.3 Flexible Calendar

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 9.3.5A(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 9.35.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 9.35, 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 9.35.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 9.35.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, Section 84890 and 87150, et seq., and Title 5, Section 55720-55730, 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:
 - b. Conduct an annual update and survey of the most critical staff, student, and instructional improvement needs in the District.
 - c. Review flex day problems reported by faculty, students, or management and suggest solutions.
 - d. Prepare information material for faculty about Flex Days.
 - e. 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 55724-58180, 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 9.35.D(1-8).
- (10) Faculty who prepare flex day activities as in Section 9.35.D shall receive flex activity credit for that preparation on an hour-for-hour basis.

9.3.E. Flexible Calendar 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.

~~9.6 — It shall be the joint goal of the District and AFT to make efforts toward coordinating with semester breaks whenever feasible with the Ventura County Office of Education. Nothing in this provision shall prevent or impinge upon the provisions provisions of this article in the joint development of an instructional calendar for the exclusive bodies to whom this Agreement is binding.~~

~~9.7 — The District and the Federation shall develop a Joint AFT/Management Compressed Calendar Exploratory Committee whose scope shall be to gather information and provide advice concerning the prospects, benefits and drawbacks of moving toward a compressed calendar. The Joint AFT/Management Compressed Calendar Exploratory Committee shall be composed of an equal number of Federation and management representatives, not to exceed three (3) each. The committee shall, as soon as possible, establish written by laws for conducting its functions as set forth in this Agreement. This Exploratory Committee shall commence its work no sooner than from the strike date of this Agreement. This Exploratory Committee shall only remain in force until the final day of the term of this Agreement. The findings of this Exploratory Committee shall be non-binding yet they shall draft a report no later than by the final term of this agreement. The scope of this report shall be to inform both AFT and Management about the cost, sustainability, feasibility, implementation, value, detractions and benefits of a Compressed Calendar. Part of this Exploratory Committee's task shall be to determine IF the District moves to a compressed calendar, which Articles/Sections/Subsections of this Agreement shall need review and possible modification to be in alignment with the revised instructional calendar. No recommendations made by this Exploratory Committee shall be binding on the Federation or Management.~~

~~The Federation shall receive up to 1.2 FTEF annually which may be taken by the committee's faculty representatives as reassign time or as an equivalent hourly stipend.~~

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.

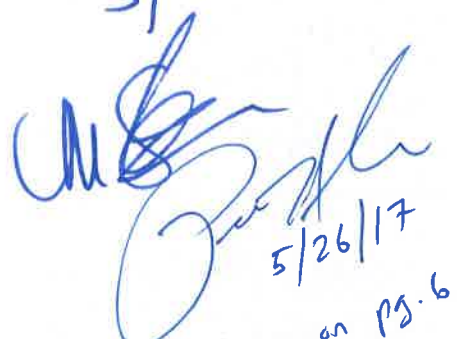
11.1.B **Criteria:** The criteria upon which probationary faculty members will be evaluated are as follows:

(1) Students

- a. Willingness and availability to assist students.
- b. Engages student in lesson(s) taught
- a-c. Stimulates student performance in fair and valid ways
- b-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.
 - 6)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 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.

T.A.
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w/ correction on pg. 6 noted.

- i. Voice and delivery are clear and understandable
- j. Paces class time effectively and in accordance with the majority of students' abilities.

g-k. _____

(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
- h-k. Demonstrates knowledge of currency in information literacy instruction, research methods and appropriate information resources
- l. Evidence of program objectives being met.
- i. _____

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(4)(3) **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 "eCommittee") 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 Tenure Review~~ 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 5.3D.
 - 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 A-1 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 the any written recommendations ~~of 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, all visitations will be with two (2) committee members will evaluate at a time in 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 the visits.
 - d. The candidate shall provide a brief lesson plan and any relevant supporting materials (e.g. handouts, etc.) to the committee 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 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.

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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), selected one (1) selected by the Department Chair and one (1) selected by the Dean, from the candidate's discipline (if available). At a minimum, one (1) of these two (2) members ~~whom~~ 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 at the time of employ-

(2) **Committee Appointment**

- a. Once the committee members in Section 11.1.D(1) have been selected by the faculty co-chair of the candidate's hiring committee, the committee composition shall be provided in writing to the College President and College Academic Senate President for approval. Upon receipt of approval, —subject to approval by a Staff Diversity Facilitator, the Academic Senate President and the College President—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 occur 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, by a Staff Diversity

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Facilitator, Academic Senate President, and the College President.

- 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 campus Executive 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.

real-time

11.1.E. Steps of Tenure Review Process.

Meetings must only occur with all Committee members present 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.

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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. At any time, the evaluatee may request a convening of the committee.
- (3) At a minimum, three (3) site visitations of the candidate. The maximum shall be five (5) site visitations of a candidate. Following each site visitation there shall be followed by 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 written 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 are guidelines and should be flexible as necessary 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.

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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 day of Flex Weekweek 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, Executive Vice President or designee.
- b. A meeting of the committee and candidate shall be held.

(2) 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), E enough time shall elapse between site visits for the candidate to reflect upon and incorporate the comments and suggestions made by Committee members during visitations. make some improvement in areas noted for improvement.
- d. Professional responsibilities evaluation will begin.

(3) 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.

(4) Weeks 13 - 15

- a. The eCommittee will meet to evaluate the candidate's performance in all criteria areas. The candidate or the eCommittee may request additional input; this additional input

~~shall 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 ~~e~~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 ~~e~~Committee will meet with the candidate to communicate its recommendation.

(5) **Week 16 – 18**

- a. The ~~e~~Committee will submit its employment recommendation on Form C-2, along with the candidate's portfolio, to the College President.

~~No Later than January 15th~~

- (6) ~~t-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 11.1.E.(6).a. shall occur.~~
- (7) ~~If a tenure review committee does not complete the evaluation process listed in 11.2.A.(1)-(8) or a protective leave listed in Article 8 of this Agreement of an evaluatee in the Fall term prevents the evaluation process listed in 11.2.A.(1)-(8), then the tenure review process will be suspended until the subsequent Fall term.~~

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11.2.B Spring Hires

- (1) During the first two (2) weeks of the spring semester, the ~~Dean 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 one (1) class of each preparation during the 4th to 12th 13th to 15th week 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.

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

- 11.3.A. ~~11.3.A. The committee will consider only complaints that occur during site visitations or pertain to the Professional Qualities listed in Section I of Appendix D, Form A3 that individual Committee member has had direct knowledge or observation of as part of this evaluation process. Only written and substantiated complaints that originate from outside of those involved in this confidential process shall be entertained by the Committee. If a Committee member brings up topics/complaints that he/she did not observe, this may lead to the Committee member's removal from the Committee upon majority vote by the Committee. The President shall be notified by the Co Chairs (or one of the Co Chairs, if the other brings up topics/complaints that he/she did not observe) whenever a vote occurs~~

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~~(regardless of the outcome) of this nature. The President shall in turn notify Human Resources, have been thoroughly documented and substantiated through written and signed instruments. All written complaints shall will be investigated and substantiated by the Committee Co-Chairs Dean, or designee(s) and/or the committee. Unsubstantiated complaints, concerns, and commendations and verbal, non-written complaints will be disregarded.~~

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~~11.3.B. 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.

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- 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) 11.5B. 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.~~
- (2)(3) ~~A committee's recommendation of "Needs Improvement" in the first, second or third year does not automatically constitute a decision to deny not grant tenure.~~

(3)(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 ~~after or during the 3rd third contract~~: Candidate has demonstrated ~~continual~~ 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.~~ improved appreciably, and would be an asset to the institution.

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- d-e. To grant tenure ~~after the 3rd contract~~: Candidate has demonstrated ~~continual professional growth, has improved/progressed appreciably, has made contributions to the college and community-at-large, and would be a lasting asset to the institution.~~

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(4) **Difference in Criteria Weighting for First, Second, and Third Contracts** (see Appendix D, Form A 3.)

- 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.

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- (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.

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ARTICLE 12
Evaluation

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 5.2A(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 5.3D.
- (10) For contract faculty only: participation in division and departmental activities.

12.3 Faculty evaluation shall be comprised of the following components:

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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 ~~Executive~~ ~~appropriate campuscollege~~ 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 ~~Executive~~ ~~appropriate campuscollege~~ 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 30 students, two 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 A-1 in Appendix D)

12.3.D. **Site Visitation.** ~~One week in advance of the site visitation.~~ ~~T. T~~ The evaluatee shall receive ~~advance~~ 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~~ A conference between the evaluatee ~~faculty~~

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member being evaluated and the faculty member's evaluation committee may occur at the request of the evaluatee prior to the first site visitation. Such request shall not be unduly denied, withheld.

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. Advanced N notice of all the commencement of the evaluation process site visits will be given and, whenever possible, at least two (2) weeks before the site visit.

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

12.5.A(1) Committee Composition

The evaluation shall be conducted by an three (3) person Evaluation Committee convened by the d 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 d Dean, or administrative designee, and the a faculty member (either II, or III, from the list above) selected by the -evaluatee faculty member being evaluated.

a — 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. S such a designee has the right to refuse this designation to an evaluation committee. 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.

e

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 it 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 as confirmed approved or denied -determined in writing by the Vice-Chancellor, Human Resources college President. Failure of the Vice-Chancellor of Human Resources college President to respond in writing within ten (10) working days shall constitute the removal of the evaluator in question.

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Commented [PS4]: If we modify the label designee under I., we should also modify it under II. as well.

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ARTICLE 12
Evaluation

~~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.~~

~~e. The composition of the committee must include at least one regular faculty member.~~

~~b. The Department Chair/Coordinator or designee.~~

~~e.a. Such a designee has the right to refuse designation to an evaluation committee. An evaluatee has the right to refuse the Chair's designee, but not more than once per evaluation.~~

~~a. Unless a designee is appointed, the Department Chair/Coordinator or the Department Assistant Chair must serve as a member of the Evaluation Committee. The Chair/Coordinator cannot be removed by the evaluatee unless it can be demonstrated that the Chair/Coordinator may not be fair and impartial as determined by the Associate Vice Chancellor, Human Resources.~~

~~b. 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.~~

~~c. A faculty member selected by the faculty member being evaluated.~~

~~d. The Dean.~~

~~e.a. The composition of the committee must include at least one regular faculty member.~~

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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 eCourse oOutline(s) of Rrecords. 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 Executive-appropriate campuscollege Vice President who, in turn, will forward them to the College President. The College President shall complete a Summary Evaluation Report on Form C3.

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f. 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.

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12.5.B. Loss of Longevity

(1) 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 (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 semester, 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.

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(2) Two consecutive performance evaluations with summary ratings (Form C1) of "Unsatisfactory," or three consecutive evaluations with summary ratings of two "Needs Improvement" followed by an "Unsatisfactory" will result in loss of future assignments and removal from the longevity list. See 5.B(4)(e). A faculty member will be removed from the longevity list in either of these two scenarios listed below:

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a. Upon receiving two (2) consecutive summary/overall performance evaluations in two (2) consecutive regular terms with committee summary/overall ratings (on Form C1) of "Unsatisfactory" or

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b. Any combination of three (3) consecutive summary/overall performance evaluations in three (3) consecutive regular terms with committee

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ARTICLE 12
Evaluation

summary/overall ratings (on Form C1) of "Needs Improvement" and
or "Unsatisfactory." (See Section 5.4.B(1),(e).)

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 ~~All reasonable efforts will be made to accommodate a faculty member's objection to any one member of the faculty member's Evaluation Committee.~~

Evaluations for non-contract assignments shall commence no sooner than by 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 two class meetings after the census date of the course and conclude by the end of the regular term.

12.8 ~~If management commences but does not timely conclude an evaluation for any reason other than delays caused by the evaluatee or committee members, or if the preceding timeline is not met, then the faculty member - evaluatee will be given one semester of longevity credit.~~

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ARTICLE 13 Department Chairs/Facilitators

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 announced 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 or and Option Two voting shall be by secret ballot by contract and non-contract faculty members of the department present at the advertised department meeting. 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 years.

- 13.1.B. In departments such as, but not limited to, DSPS, EOPS, Athletics, Library, or 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 campus Vice President, EVP. The formation of proposals to form or modify departments may originate either from discipline faculty or by administrative initiative. Once formed, the deletion or merging of different disciplines into a single department shall only occur through the consent as indicated by a majority vote of the impacted faculty.

- 13.1.D. Within the Department Chair's two year term, Department Chairs shall be evaluated annually by the Dean/immediate supervisor within the Department Chair's two year term and annually 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 Vice President who will make a recommendation to the College President. The College President shall complete a Summary Evaluation Report on Form C3. Evaluations of Department Chairs will be submitted for review to the Executive Vice President who will make a recommendation to the College President.

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

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Comment [PS1]: Add something here about Dept formation?

13.1.F. Reassigned time shall be computed using a count of the total number of faculty inassigned at census date to assigned to teach classes for in the department. The total number of faculty shall be calculated as:

the combined FTEF average number of such employees from the previous year's fall and spring terms OR 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); census:

F

(1) Reassigned Time: FTEF	Reassigned Time:	
1.49 or less	.1	.1
1.5 – 3.0	.2	.2
3.1 – 6.49 or less	.23 0	.3
6.5 – 9.9 More than 3 to 9-10	.44 2	.4
10.0 – 13 More than 10 to 15-6	.56 4	.5
13.1 – 16	.6	.6
More than 16 1 or more	.67-8 6	.67

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FTEF in a department is based on the total FTEF for all contract and non-contract faculty, computed based on 1 FTE for each full-time regular contract employee (a full-time regular contract employee assigned to more than one department will be computed on a pro-rata basis) and 0.2 FTE for each hourly faculty member. The number of full-time regular contract faculty members and non-contract faculty members for an academic year shall be determined by the average number of such employees from the previous year's Fall census and Spring census.

Comment [MWS2]: Isn't this redundant of 13.1.F?

(2) **Monthly Salary Differential**

A monthly salary differential of ~~\$4000-275250~~ 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. ~~A Department Chair who does not qualify for reassigned time shall receive a monthly salary differential of \$500-350 for a total of ten months for the assignment of 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

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Fall ~~term-census~~ and Spring ~~terms-census~~, the Department Chair shall be paid a total for the year of one hour of pay at the appropriate hourly rate.

~~(3)~~(4) **Additional Weeks of Employment Per Year**

~~Commencing with the 2013-2014 academic year, De~~partment 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 ~~.8-.66~~ 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 FTE or more faculty over the previous year's Fall and Spring ~~terms census~~, 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 ~~three- two~~ years shall be required to participate in Department Chair orientation not to exceed two hours. Said orientation shall be jointly held by the Federation and management, and all Department Chairs shall be compensated at their hourly rate for their participation.

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

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- 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) Facilitating the M-maintenance and improvement of facilities, equipment, and supplies.~~
- ~~(8)~~(7) Representation of, and liaison/advocacy for, the department within the College/District.

- (8) ~~Development and revision of~~ Facilitate processes for program review and student learning outcomes ~~/service unit outcomes - assessment processes.~~
- (9) ~~Suggesting faculty to the Dean for substitute classroom/non-classroom assignments, as the needs arise.~~
- (10) ~~Participation in the department's budget process.~~
- (9)(11) ~~Coordination of review of requisite challenges or course placement exams.~~
- (10) ~~Other duties as determined jointly by the faculty in the dDepartment Chair and the dean/immediate supervisor which that are reasonably related to the needs of the Department and the College and that are presented in writing.~~

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 ~~five~~ 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

Coordinator, ~~Special Education~~ Disabled Student Programs and Services (DSPS)

~~Veterans, Counselor/Coordinator~~

Coordinator, Student Health Services

~~Transfer Center Coordinator~~

~~Off-Campus Programs Coordinator~~

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- 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.

ARTICLE 18 Federation Security Provisions

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/service fee may stop making those payments by giving written notice-notice jointly to the Union Federation and the District Payroll Office 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 authorization-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 they he/she are-has revoked that authorization in writing during the window period as authorized by the Federation, irrespective of the employee's membership in the Union Federation.

Any faculty member who is not a member of the Federation or who does not make application for membership within 30 days of the effective date of this Article or within 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 ~~applies, interviews and 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.

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ARTICLE 21 Term

21.1 Except as otherwise provided in this Agreement, the term of this Agreement shall be from July 1, ~~2013~~2016, until June 30, ~~2016~~2019; ~~provided however, there will be reopeners in the second and third years of this Agreement on Articles 3 and 4. Reopeners will occur under the following conditions:~~

(1) ~~An initial meeting to determine available funds will be held before March 15;~~

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(2) ~~Initial proposals will be presented on or before June 1; and~~

(3) ~~The parties will utilize the Negotiations Procedures set forth in Appendix A, with the exception of paragraph 4.~~

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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, ~~2015~~2018, to January 31, ~~2016~~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, 201~~6~~9.

~~21.3 Negotiations procedures set forth in this article and Appendix A shall apply equally to both parties at all times.~~

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ARTICLE 22 ~~Staff-Faculty Professional~~ Development

- 22.1 The District and the Federation agree to discuss the role of the Federation regarding ~~staff~~ faculty professional development, especially as it pertains to evaluation, leaves, flex day activities, and retraining.
- 22.2 ~~When a faculty member wishes to make 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 not be excluded be eligible for from any requesting professional development funds, including those enumerated in Article 8.7.D.~~

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ARTICLE 23 Distance Education

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 ~~course~~ learning management system, online teaching methods, and best practices. Training shall be reasonable and ~~not onerous in nature~~ related to the new LMS. Any ~~required~~ distance education training **mandated by the College and in excess of five (5) 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 in-excluded in~~ 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 ~~a faculty member an~~ **evaluatee** in a distance education format, the ~~instructor~~ **evaluatee** shall **receive from each Evaluation Committee member** ~~indicate to each Evaluation Committee member~~ an evaluation window **of** no less than two (2) but no more than five (5) days.

23.3.D. 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.** ~~Only the Evaluation Committee members engaged in the evaluation of a faculty member teaching via distance education must be so certified.~~

★ 23.3.D. Effective July 1, 2018.

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 ~~course management system~~ 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 free and open dissemination of knowledge and understanding. A major purpose of community college education is to assist students in the scholarly, imaginative, and scientific efforts that have led to our understanding of our human condition and our world. Informed and critical students will be more responsible as citizens to make choices in their own lives, and to attempt solutions to problems in the future than uninformed, uncritical followers. A purpose of academic freedom is to ensure the 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, the District and the Federation will seek to maintain a teaching and learning environment that is collegial and respectful, and free of ~~sexual unlawful harassment and discrimination, or abusive conduct~~. Faculty members are protected from extraneous considerations such as a faculty member's ethnicity, race, religion, beliefs or affiliation, sexual orientation, or disability being used in evaluation of their professional performance.

Family status, mental, OTH, JAG

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 to the protection of 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 censorship or restraint which might interfere with their obligation to pursue truth and to perform their teaching function.

2. Faculty members, regardless of their employment status, shall enjoy the right and responsibility inherent in academic freedom as outlined in the AAUP's 1940 Statement of Principles. In particular, controversy is at the heart of free academic inquiry, which the AAUP states is a dispassionate quest. Teachers need to avoid persistently discussing matters which have no relation to the subject or goals of the courses they are teaching.

3. Each faculty member is a citizen as well as being a faculty member. The nonexclusive responsibilities of a citizen and a faculty member are not mutually exclusive and one does not stop being a citizen and a member of the public with guarantees of life, liberty, the pursuit of happiness, and the ability to engage in free 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 or instructor's evaluation shall be determined by the instructor of the course, and the evaluation of the student's grade by the instructor in the absence of mistake, fraud, bad faith, or incompetence shall be final.

T.A.
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AAUP Statement for Appendix

The 1940 AAUP Statement of Principles on Academic Freedom and Tenure 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."

Appendix F

No change.

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