

AGREEMENT BETWEEN  
THE BOARD OF TRUSTEES OF  
SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT

AND

SAN MATEO COMMUNITY COLLEGE  
FEDERATION OF TEACHERS  
LOCAL 1493, AFT, AFL-CIO

EFFECTIVE JULY 1, 2012 THROUGH JUNE 30, 2015

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## PREAMBLE

The Board of Trustees of the San Mateo County Community College District, hereinafter referred to as the “Board” or the “District”, and the San Mateo Community College Federation of Teachers, hereinafter referred to as the “Union”, agree as follows:

### ARTICLE 1: RECOGNITION

- 1.1 **RECOGNITION AS EXCLUSIVE REPRESENTATIVE:** The Board hereby recognizes the San Mateo Community College Federation of Teachers as the exclusive and sole negotiation agent for the unit described in Appendix A of this Agreement.
- 1.2 **BOARD NEGOTIATES SOLELY WITH UNION:** Pertaining to employees within this unit, the Board agrees not to meet and negotiate with any organization other than the Union for the duration of this Agreement. Further, the Board agrees not to negotiate individually with any employee during the duration of this Agreement on matters subject to meeting and negotiating.
- 1.3 **UNION RECOGNIZES BOARD AS ELECTED REPRESENTATIVES:** The Union recognizes the Board as the duly elected representative of the people and agrees to negotiate only with the Board or its duly authorized representatives designated by the Board to act in its behalf. The Union agrees further that neither it nor any of its members or agents will attempt to negotiate privately or individually with any administrator or Board member.
- 1.4 **UNION ONLY REPRESENTS INTERESTS OF UNIT MEMBERS:** The Union agrees that neither it nor its members or agents will attempt to represent, in any negotiations or grievances, the interests of anyone other than members of the unit described in Appendix A.
- 1.5 **UNIT MAY BE EXPANDED BY MUTUAL AGREEMENT:** The bargaining unit may be expanded to other classes by mutual agreement of the Board and the Union. Disputed cases shall be submitted to the Public Employment Relations Board for a decision.
- 1.6 **NO INTERFERENCE/DISCRIMINATION:** Neither the Board nor the Union shall interfere with, restrain, intimidate, coerce or discriminate against bargaining unit members because of the exercise of their rights to engage or not to engage in lawful Union activity.

## ARTICLE 2: ORGANIZATIONAL RIGHTS

- 2.1 USE OF BULLETIN BOARDS/MAIL SERVICES:** The Union shall have the right to use institutional bulletin boards and District mail services subject to reasonable regulations; and the right to use institutional facilities at reasonable times for the purpose of conducting Union business concerned with the exercise of the rights guaranteed by statute. The Union also has the right to use District duplicating equipment, provided that the Union reimburses the District for the cost of supplies and labor.
- 2.2 LEAVE FACILITIES IN A CLEAN AND ORDERLY CONDITION:** The Union agrees to leave the facilities used in a clean and orderly condition.
- 2.3 TWO COPIES OF BOARD AGENDAS/MINUTES:** The Union shall have the right to receive two copies of the agenda and minutes of regular Board meetings sent by mail (including email) and directed to the President of the Union.
- 2.4 LIST OF UNIT EMPLOYEES AND JOB INFORMATION:** The Union shall have the right to be provided with a listing of all bargaining unit employees, their date of employment, and their primary job site within a reasonable time following request by the Union. Thereafter, the Union will be provided with a current listing of additions and deletions to the bargaining unit within a reasonable time after request.
- 2.5 TIMES WHEN UNION MAY CONDUCT BUSINESS:** Union agents and representatives may conduct Union business with members of the unit at times other than those during which they are required to render service to the District. No one shall be allowed to distribute handouts or similar material in a manner that distracts employees who are on the job performing their duties.
- 2.6 REASSIGNED TIME FOR UNION BUSINESS:** The Union will receive the equivalent of 12 FLCs per semester of reassigned time for organizational activities. In addition, the District shall provide the equivalent of 12 FLCs per semester for the purpose of negotiations and the processing of grievances. The Union will notify the District as early as possible of the name(s) of the person(s) who will be credited with this reassigned time so that necessary modifications of schedules may be made. In addition, the Union can buy up to an additional nine (9) FLCs per semester.
- 2.7 AGENCY SHOP:** The District agrees to continue to grant AFT Local 1493 an agency shop, subject to the terms and conditions outlined below.
- 2.7.1** The Union shall have a lawful notification to fee payers, informing them of their obligation under this provision of the contract and shall furnish the District with a current copy of such notification, or any amendments to such notification. The Union shall maintain a lawful appeal process including a hearing before a neutral decision-maker for challenging all or part of the agency fee, and procedures to hold in escrow any fees that are reasonably in dispute.
- 2.7.2** Those employees in the bargaining unit not wishing to join the Union may choose to pay only an agency (service) fee not to exceed the amount permitted by law.
- 2.7.3** In accordance with Government Code Section 3546.3, employees who, for religious reasons, object to joining or financially supporting employee organizations may instead donate their agency fee to one of the following “non-religious, non-labor organization or charitable fund exempt from taxation under Section 501©(3) of Title 26 of the Internal Revenue Code.” Employees are responsible for furnishing proof of contributions to the District and to AFT Local 1493.
1. The Foundation for the SMCCCD
  2. Peninsula Community Foundation
  3. Peninsula Open Space Trust
  4. The American Red Cross
  5. United Way

- 2.7.4** The Union will give each member of the unit a form to complete on which they can indicate whether they want to join the Union, pay only the agency fees or object to payment based on religious belief. In the event an employee fails to indicate a choice, the agency fee will be assessed.
- 2.7.5** The Union is responsible for all required notifications to employees of their obligations under this Article and resolution of all employee disputes related to their obligations, including all costs related to such notifications and resolutions.
- 2.7.6** The Union agrees it shall reimburse the District for any and all litigation costs and attorney fees and shall hold the District harmless from any liability arising from any and all claims, demands, lawsuits or any other actions arising from any implementation or compliance with the Article, or District reliance on any list, notice, document, certification or authorization furnished under this Article by the Union.
- 2.7.7** The District and AFT Local 1493 agree that implementation of this Agency Shop agreement is intended to be consistent with all federal, state and local laws and regulations applicable to such agreements.

### **ARTICLE 3: PAYROLL DEDUCTIONS FOR UNION DUES**

- 3.1 AUTHORIZATION FOR DEDUCTIONS:** A unit member who is a member of the Union, or who has applied for membership, may sign and deliver to the District, on forms provided by the District, an assignment authorizing payroll deductions of Union dues. Such authorization shall continue in effect from year to year unless revoked in writing.
- 3.2 DUES DEDUCTION SCHEDULE:** Pursuant to such authorization, the District shall deduct one-tenth (1/10<sup>th</sup>) of the annual dues from the employee's regular salary during each month for 10 months (August-May or September-June). Deductions for unit members who sign such authorization after the commencement of the academic year shall be one-tenth (1/10<sup>th</sup>) of the annual dues from the employee's regular salary during each month remaining in the academic year. Also pursuant to such authorization, the District shall, if so requested by the Union, also withhold Union dues for Summer Session faculty.
- 3.3 NEW, CHANGED OR DISCONTINUED AUTHORIZATIONS:** The District shall not be obligated to put into effect any new, changed, or discontinued deduction until the pay period commencing thirty (30) days or more after such submission.
- 3.4 DISTRICT REMITS MONIES:** With respect to all sums for membership dues deducted by the District pursuant to employee authorization, the District agrees to remit, as soon as possible after each pay period, such monies to the Union's designee, accompanied by an alphabetical list of the names of unit members for whom dues deductions have been made, and indicating any changes from the list previously furnished.
- 3.5 UNION AGREES TO FURNISH INFORMATION:** The Union agrees to furnish any information needed by the District to fulfill the provisions of this Article.

#### **ARTICLE 4: MANAGEMENT RIGHTS**

- 4.1** The Board on its own behalf, and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and constitutions of the United States and the State of California including, but without limiting the generality of the foregoing, the following rights:
- 4.1.1** To determine and administer policy.
  - 4.1.2** Subject to the provisions of the law, to hire all employees and to determine their qualifications and the conditions for their continued employment or their dismissal, demotion, or promotion.
  - 4.1.3** To delegate to the Chancellor-Superintendent and other legally appointed officers, the operation of the colleges, the executive management and administrative control of the San Mateo County Community College District, its properties and facilities.
  - 4.1.4** The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules and regulations, and practice in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement.

## **ARTICLE 5: PEACEFUL SETTLEMENT OF DIFFERENCES**

- 5.1 NO INTERFERENCE WITH OPERATION OF THE DISTRICT:** It is recognized that the need for continued and uninterrupted operation of the District is of paramount importance, and that there should be no interference with such operation.
- 5.2 NO LOCK OUT OF UNIT MEMBERS:** The District agrees that it shall not, during the term of this Agreement, lock out any unit member as a result of a strike by other District employees.
- 5.3 NO STRIKE OR CONCERTED ACTION:** The Union agrees that neither the Union, nor any person acting in its behalf, will cause, authorize, engage in, sanction, nor will any of its members take part in, at the request of the Union, a strike against the District, or the concerted failure to report for duty, or willful absence from his/her duties of employment.
- 5.4 JUDICIAL RELIEF/DISCIPLINE FOR VIOLATIONS:** Nothing contained in this Agreement shall be construed to restrict or limit the District or the Union in its right to seek and obtain such judicial relief as it may be entitled to have under the law for any violation of this or any other Article, and to take such action as it deems necessary to discipline and/or discharge any employee for violation of this Article.
- 5.5 NO WAGES/BENEFITS DURING CONCERTED ACTIONS:** Employees shall not be entitled to any wages or benefits whatsoever, including but not limited to, life insurance, health insurance, vacations, wages, or any other compensation while engaged in any strike, concerted failure to report for duty, or other willful absence from their duties of employment.

## **ARTICLE 6: WORKLOAD**

- 6.1 FULL-TIME STATUS:** The basic computational unit used in determining faculty workloads is the Faculty Load Credit (FLC), defined such that a full-time unit member will be expected to provide services corresponding to thirty (30) FLCs per year. Unit members who are employed less than full time, but who are paid on the basis of the regular academic salary schedule, shall be expected to earn a proportionately reduced number of FLCs per academic year. The maximum number of FLCs assigned to a unit member in any semester will be eighteen (18), except as mutually agreed upon by the unit member and the District.
- 6.1.1** The Faculty Load Credit (FLC) Allocation is listed in Appendix F.
- 6.2 DESCRIPTION OF FACULTY DUTIES:** While this Article deals with teaching, counseling, and learning resources assignments, these specific activities comprise only a portion of the responsibilities assigned to unit members who are paid on the basis of the regular academic employee salary schedule. Other activities that make up the remainder of the assignment of such unit members are listed in the following appendices:
1. Appendix D-1 (Duties and Responsibilities of Instructors)
  2. Appendix D-2 (Duties and Responsibilities of Counselors)
  3. Appendix D-3 (Duties and Responsibilities of Librarians)
- 6.3 NUMBER OF PREPARATIONS:** Workload relative to the number of preparations shall be fair, reasonable, and equitable according to conventional past practices within the relevant disciplines or groups of disciplines. It is understood that the provisions of Section 6.3 and 6.3.1 shall not be subject to the grievance procedures of Article 17.
- 6.3.1** Disagreements about the number of course preparations required of a faculty member for a particular semester are to be resolved through informal meetings of the affected faculty member and the appropriate Dean. Either party may invite a member of the staff to assist in the resolution. Disagreements that cannot be resolved in this manner may be forwarded to the next administrative level for resolution. Disagreements not resolved at that level may be forwarded to the College President for final resolution. Appeal to the College President concludes the process for resolving disagreements about the number of course preparations. This procedure applies only to this section of the contract, unless specifically cited elsewhere.
- 6.4 EVENING COURSE ASSIGNMENTS:** Normally, regular full-time academic instructors will not be assigned to more than one evening course as a part of their regular load, unless they request such an assignment. However, in circumstances where it is necessary to add an additional evening course in order to complete a full assignment, such additional evening course assignments may be made, provided that such additional assignments are fair, reasonable, and equitable according to conventional past practices within the relevant disciplines or groups of disciplines. It is understood that the provisions of Section 6.4 and 6.4.1 shall not be subject to the grievance procedures of Article 17.
- 6.4.1** Disagreements about the number of evening course assignments required of a faculty member are to be resolved through informal meetings of the affected faculty member and the appropriate Dean. Either party may invite a member of the staff to assist in the resolution. Disagreements that cannot be resolved in this manner may be forwarded to the next administrative level for resolution. Disagreements not resolved at that level may be forwarded to the College President for final resolution. Appeal to the College President concludes the process for resolving disagreements about the number of evening course assignments. This procedure applies only to this section of the contract, unless specifically cited elsewhere.

## ARTICLE 7: HOURS OF EMPLOYMENT

- 7.1** 175 WORK DAY YEAR FOR REGULAR FACULTY: The total required number of service days for each faculty member on a regular academic year contract shall not exceed one hundred seventy-five (175) work days, including any flex or staff development days included in the year.
- 7.1.1** The contract responsibility days of instructional faculty shall end once the total required number of service days is served and final grades and other official paperwork are submitted.
- 7.1.2** The contract responsibility days of non-instructional faculty shall end at the conclusion of the final examination period
- 7.2** DEFINITION OF ACADEMIC YEAR: The academic year consists of two (2) separate instructional semesters, each of which begins on the first day of instruction and ends on the last day of final examinations.
- 7.3** ADOPTION OF ACADEMIC CALENDAR: Following negotiations with the Union, the Board will adopt an annual academic calendar that conforms to all requirements mandated by state law and the conditions of this Agreement.
- 7.3.1** When a declared holiday falls on Sunday, the succeeding workday not designated as a holiday shall be observed as the holiday. When a declared holiday falls on a Saturday, the preceding workday not designated as a holiday shall be deemed the holiday.
- 7.4** DEFINING OFFICE HOURS: Office hours are defined as regularly scheduled times when faculty members are present in their assigned office, or approved alternate location, and available for consultation with students.
- 7.5** WORKWEEK FOR FULL-TIME INSTRUCTIONAL FACULTY: Full-time instructional faculty shall be present on campus in scheduled classes, offices or performing other assigned professional duties for a minimum of twenty-five (25) hours per week, prorated for regular and contract faculty with less than a full-time assignment. A faculty member may be assigned to less than a five-day per week schedule.
- 7.6** WORKWEEK FOR FULL-TIME COUNSELING FACULTY: Full-time counseling faculty shall be present on campus a minimum of thirty (30) hours per week, twenty-five (25) of which are for scheduled professional duties and five (5) of which are for performing other professional duties. Hours are prorated for regular or contract counselors with less than a full-time assignment.
- 7.7** WORKWEEK FOR FULL-TIME LIBRARIANS: Full-time faculty librarians shall have a thirty-seven and one-half (37.5) hour workweek, of which thirty-two and one-half (32.5) hours are to be on campus for scheduled professional duties and five (5) of which are for performing other professional duties. Hours are prorated for regular or contract librarians with less than a full-time assignment.
- 7.8** WORKWEEK FOR FULL-TIME NON-INSTRUCTIONAL FACULTY: Full-time college nurses and faculty assigned to other duties shall be present on campus in scheduled professional duties thirty-seven and one-half (37.5) hours per week, prorated for regular or contract college nurses and faculty assigned to other duties with less than a full-time assignment.
- 7.9** MINIMUM ELAPSED TIME: The minimum elapsed time between the ending time of any regular workday assignment and the beginning of the following day's regular workday assignment will be eleven (11) hours, except by mutual agreement between the employee and the District.
- 7.10** FINAL EXAM PERIODS INCLUDED IN SERVICE DAYS: Final examination periods are included within the required number of service days. Instructors must meet all assigned classes for final

examinations at the appropriate hour as published in the College final examination schedule, except by written permission in advance from the appropriate Vice President.

**7.11 FLEX DAY OBLIGATIONS:** The District academic calendar may contain flex (staff development) days. The following provisions shall apply:

**7.111** Faculty members on a regular academic year contract shall participate in such flex days as part of their basic assignments. Regular faculty will be expected to participate in flex day activities for five (5) hours per flex day.

**7.11.2** Part-time faculty members shall participate in flex activities as part of their basic assignments if the flex day falls on a scheduled workday. For example, if a part-time faculty member normally holds a class on a Monday and that day is a scheduled flex day and thus his/her normally scheduled class(es) are not held, the part-time faculty member shall participate in the flex activities and shall receive regular pay for the normal student contact hours that would have been worked that day. Other part-time faculty members may voluntarily participate in flex activities but shall not receive pay for such activity.

**7.12 COUNSELING ASSIGNMENTS OUTSIDE REGULAR 175 DAYS:** The District and the counseling staff recognize that the dates needed for counseling services differ from the regular 175 day academic calendar and are essential to fulfilling the needs of students in the District. For that reason, faculty whose primary responsibility is counseling and whose annual teaching schedule allows for blocks of five (5) or more exchange working days within the academic year may be involuntarily assigned up to ten (10) working days of counseling duties different from the regular 175-day academic calendar, during semester breaks and/or Summer session. Involuntary assignments will only occur if there are not sufficient numbers of suitable volunteers.

**7.12.1** Whenever possible, voluntary assignments will be arranged in preference to involuntary assignments. It may not be that every counselor will be assigned by his or her administrator to work a full ten (10) days outside of the 175-day calendar because of the need for particular expertise or specialized program knowledge.

**7.12.2** The days of counseling duties different from the regular 175-day academic calendar will be scheduled on consecutive blocks of working days (for example, five consecutive working days at the beginning of the Fall and Spring semesters), unless an exception is mutually agreed upon. For purposes of this section, Fridays during Summer session are not considered workdays. Normally, each day will consist of six hours total. However, upon mutual agreement between the counselor and supervisor, the total hours per day may be increased or decreased, and the number of days worked outside the 175-day academic calendar may be increased beyond the ten (10).

**7.12.3** Those counselors who are assigned up to ten (10) days per year to work outside the 175-day academic calendar will receive exchange time during the 175-day academic calendar. "Exchange time" means that an equivalent amount of time may be taken off with full pay. The exchange days may be taken on consecutive days unless an exception is mutually agreed upon. The regular ten-month or twelve-month payment schedule for an employee's full-time salary will not be altered by any change of work schedule arranged as a result of this agreement.

**7.12.4** Time assigned outside the academic year as well as the exchange time will be determined between the counselor and his/her supervisor prior to the assignment. A good faith effort will be made to find times that are reasonable and that achieve mutual benefit.

**7.12.5** The District will provide one (1) semester advance notice to counselors of the need for their services outside of the 175-day academic calendar.

**7.12.6** Counselors who volunteer for and are assigned time outside the 175-day academic calendar will be given priority for receiving assignments for days in addition to the 175-day calendar.

**7.13 COMPENSATION:** Compensation for counseling/advising responsibilities beyond the total 175-day commitment will be either paid at the faculty overload lab rate, by unit banking, or with compensatory time, schedule permitting.

## ARTICLE 8: PAY AND ALLOWANCES

**8.1 REGULAR FACULTY SALARY SCHEDULE:** The regular academic employees' salary schedule is listed in Appendix B. For the 2012 - 2013 academic year, the schedule reflects a 2% increase applied to every cell of the full-time schedule, effective August 16, 2012. It applies to:

1. members of the academic employee bargaining unit with assignments of more than sixty percent (60%) of full time for the regular academic year,
2. unit members who are contract or regular employees with normal assignments of more than sixty percent (60%) of full time, but who have voluntarily reduced load,
3. academic employee bargaining unit members who are semester-long, full-time replacements for academic employees granted leaves of absence,
4. those employed full time in the Spring semester with the District's expectation of full-time, continued service.

In addition, for full-time faculty on Grades 1 through 5 and on Steps 18 – 23, an additional 1.0% will be applied to those cells.

For tenured part-time faculty members with assignments of sixty percent (67%) or less of full time for the academic year, a 3% increase will be applied to each step of the pay scale. In addition, a new Step 11 that is 2% above step 10 will be created, effective August 16, 2012, and all faculty who have been on Step 10 for one full year will be advanced to Step 11, effective August 16, 2012.

Full time faculty assigned beyond their regular full-time assignments will be compensated on the overload pay scale.

**8.2 PAYCHECK PROVISIONS:** The following procedures shall apply related to faculty paychecks:

**8.2.1** Compensation for full-time regular academic employees will be paid in accordance with the payment distribution option chosen by the faculty member. Every full-time regular faculty member on a ten-month contract shall have the option of having his/her salary distributed over the ten-month academic year or over the twelve-month calendar year if the twelve-month option was applied as of February 1, 2001. The individual options are listed below:

**8.2.1.1 Option 1 – Ten-Month Distribution:** Annual salary is paid to the employee over ten months, commencing with the first month of the Fall Semester. Deductions for retirement, state and federal withholding taxes, and all other voluntary deductions are made over a ten-month period.

**8.2.1.2 Option 2 – Ten-Month Distribution (September – June):** Annual salary is paid to employee over ten months, September through June. Deductions for retirement, state and federal withholding taxes, and all other voluntary deductions are made over a ten-month period.

**8.2.2 Payroll Errors:** Proper salary grade and step placement is a joint responsibility of the employee and the District. All employees are to review their salary placement at least annually, and should they believe that they are improperly placed on the salary schedule, they are to immediately bring this information to the attention of the District.

**8.2.2.1** Any payroll error resulting in insufficient payment for an employee in the bargaining unit shall be corrected, and a special payroll check issued no later than five (5) working days after the District has received both a written request from the employee and verification of the error. Otherwise, the supplemental amount will be included in the next regular paycheck following verification of the error.

**8.2.2.2** If the District overpays the employee, the employee shall, upon realizing the fact or upon notification from the District, repay the full amount of such overpayment. If the overpayment is \$100 or less, the employee shall have the overpayment deducted in the next paycheck. For overpayments exceeding \$100, the repayment schedule shall be equal to the number of months the employee was overpaid. For example, an employee who was overpaid a total of \$300 over a period of three months shall have \$100 deducted for the three months. Employees who leave the District or go on unpaid leaves prior to complete repayment shall have the remainder of the overpayment deducted from their final check. If the final check is insufficient to cover the amount owed, the employee will submit the necessary funds to the District within 30 calendar days.

**8.2.3 Direct Deposit:** The District will offer direct deposit for payroll checks to all faculty members.

**8.3 PLACEMENT OF REGULAR FACULTY MEMBER ON SALARY SCHEDULE:** Placement of an individual on the regular academic employee salary schedule is based upon academic preparation and teaching experience or an acceptable equivalent.

**8.3.1** Salary classes based upon academic preparation are defined in Appendix C.

**8.3.2** If they are to be recognized for salary placement, units taken after the award of the Bachelor's degree must ordinarily be upper division or graduate units granted by an accredited college or university.

**8.3.3** For salary placement purposes, academic degrees and units must be earned from accredited institutions of higher education. Academic degrees from unaccredited colleges and universities, both foreign and domestic, will be acceptable provided that either:

1. the registrar of an accredited institution of higher education certifies that the degree in question is the equivalent of an earned academic degree granted by his/her institution; or
2. the degree serves as the basis for the award of a post-doctoral research fellowship from an accredited institution of higher education.

**8.3.4** "Accredited institution of higher education" means an institution of higher education in the United States or its territories, accredited by a United States regional accrediting association which awards accreditation to institutions of higher education as one of its predominant activities, or by a recognized professional organization which awards accreditation to institutions of higher education for training in that profession.

**8.3.5** Degrees and academic units to be credited for salary schedule placement must be verified from original transcripts to which the college or university seal or registrar's signature has been affixed. For new employees, transcripts must be received by the Office of Human Resources by the end of the month in which original employment begins. Verification of membership in the California Bar must be by official documentation certifying that the employee is eligible to practice law in the State of California.

**8.3.6** Step placement on the regular academic employee salary schedule is based upon prior teaching experience or an acceptable equivalent. High school and college-level teaching experience as a regular faculty member will be recognized on a year-for-year basis. Teaching experience between grades 1 and 8 (elementary) will be counted as one-half the value of teaching experience in grades 9 and higher. A new contract academic employee with 0 to 3 years of prior experience and whose first day of service begins on or after July 1, 2001 will be placed on Step 1. For a new contract employee with four (4) or more years of prior experience, such experience will be recognized, year for equivalent year, up to a total of seven (7) years for a maximum initial placement at Step 5. The Chancellor-Superintendent may recommend initial placement above Step 5 in exceptional circumstances that affect the interest of the District. The Chancellor-

Superintendent will inform the Union president of such recommendations. The following chart illustrates initial placement according to this section:

0-3 yrs. Experience	Step 1
4	Step 2
5	Step 3
6	Step 4
7 or more	Step 5

**8.3.7** Part-time teaching will be credited on the basis of its equivalent in full-time teaching at the institution where the teaching occurred.

**8.3.8** Related vocational experience, and professional experience other than teaching in regular faculty status, will be evaluated on the basis of duration and closeness of relationship to the teaching assignment in this District. One year of teaching experience will be allowed for each two years of full-time, fully related professional or vocational experience, or its equivalent in part-time experience. Years of service spent as an apprentice, or years of service spent achieving the equivalent of journeyman status, will not be counted. Years of service, whether paid or unpaid, which were spent as a part of a required program leading to a higher academic degree or certificate will not be counted.

**8.3.9** Letters of verification of all experience used for step placement on the salary schedule must be received by the Office of Human Resources by the end of the month in which original employment begins.

**8.4** **CLASS ADVANCEMENT:** To qualify for class advancement on the regular academic employee salary schedule, academic personnel will notify Human Resources by July 15<sup>th</sup> that they have received an advanced degree and submit evidence of the advanced degree from an accredited college or university or evidence of a sufficient number of units to meet requirements for class advancement on the salary schedule. As proof of completion, official transcripts must be submitted prior to August 31<sup>st</sup> of the year for which the change in salary placement is requested. Class advancements are processed only during the month of August of each year and modify the employee's salary for the full college year.

**8.4.1** For class advancement purposes, an academic employee may submit without prior approval:

1. Upper division and graduate units, offered by accredited colleges and universities, relevant to the instructor's teaching field.
2. Education courses required for a credential or degree appropriate to the instructor's field in community college teaching.

**8.4.2** Other courses must be individually approved by the Vice Chancellor of Human Resources. Prior approval of courses in which an academic employee plans to enroll should be obtained to ensure that units will be applicable for advancement on the salary schedule. Such requests for prior approval should be submitted to the employee's immediate supervisor, who will attach his/her recommendation and forward them through the Vice President to the Vice Chancellor of Human Resources. The Vice Chancellor of Human Resources will then approve or disapprove, in full or in part, and so inform the instructor, the Vice President, and the immediate supervisor.

**8.5** **STEP ADVANCEMENT ON REGULAR SCHEDULE:** To qualify for step advancement on the regular academic employee salary schedule, an employee's term of service must encompass seventy-five percent (75%) or more of the school days in the college year, or seventy-five percent (75%) or more of the school days in two semesters within a three-year period.

**8.5.1** From Step 1 through Step 8, employees will advance at the rate of one step per year. Two years of service at Step 9 are required for advancement to Step 11. Three years of service at Step 11 are required for advancement to Step 14. Four years of service at Step 14 are required for

advancement to Step 18. Five years of service at Step 18 are required for advancement to Step 23.

**8.5.2** All step advances on the salary schedule are normally effective at the beginning of the Fall semester. However, effective Spring 1999, step advancements for regular, full-time faculty whose service begins in Spring semester and who meet the requirements of Section 8.5, will advance to the next step on a Spring anniversary date rather than the Fall anniversary date.

**8.6** **REQUIRED SERVICES OUTSIDE THE NORMAL WORK YEAR:** Academic employees may occasionally be asked to work extra days that are not a part of the 175-day academic year. To the extent that funds have been budgeted and specific assignments approved by the appropriate administrator, required services involving a minimum of six (6) hours of work will be compensated on a per diem basis. For less than a full day of work, academic employees will be compensated at the special rate of the Part-time or Faculty Overload Salary Schedule.

**8.6.1** The per diem rate is six hours at the special rate, Step 10 of the appropriate hourly salary schedule.

**8.6.2** Academic employees who are expected to work beyond the normal 175-day academic year because of serving on a screening committee for new employees will be paid at the special part-time rate for actual hours worked in session with the committee or at the per diem rate, whichever is less. Any such work must be necessary and have prior approval of the College President or the Chancellor-Superintendent.

**8.7** **SALARY DEDUCTIONS FOR ABSENCE WITHOUT PAY:** When an academic employee whose compensation is based upon the regular academic employee salary schedule is absent for reasons which do not justify the use of any of the forms of authorized leave with pay, a fraction of the employee's annual salary will be deducted. The fraction will be the number of days absent divided by the number of days in the teaching year.

**8.7.1** When a deduction for a partial day of absence becomes necessary, the fraction of a day absent will be computed by dividing the number of hours of absence by the total number of hours the employee is scheduled to be on campus on that day, including office hours.

**8.8** **PART-TIME SALARY SCHEDULE:** The part-time employees' salary schedule is listed in Appendix B. For the 2012 - 2013 academic year, the schedule reflects a 3.0% increase applied to every cell of the schedule, effective August 16, 2012 for instructional and non-instructional faculty. In addition effective August 16, 2012 a new step 11 is added to the schedule and any employee who was on step 10 for the last year will automatically move to step 11. It applies to academic employees with assignments of sixty seven percent (67%) or less of full time for the college year. It also serves as the basis of compensation for summer session assignments. Summer Session compensation will be based on the part-time employee salary schedule in effect during the previous Spring semester.

**8.9** **PLACEMENT ON PART-TIME SALARY SCHEDULE:** Placement of an individual on the part-time employee salary schedule is based upon academic preparation and teaching experience or acceptable equivalent.

**8.9.1** Degrees and units are used to determine step placement on the part-time employee salary schedule in accordance with the following rules:

**8.9.1.1** Persons holding an earned doctorate, or who are members of the California Bar, will be given two (2) years of teaching equivalency, to be added to the total of the years credited as a result of evaluating teaching and related experience.

**8.9.1.2** Persons holding a valid Master's degree, or a life vocational credential will receive zero (0) years of teaching equivalency.

- 8.9.1.3** Persons holding only a Bachelor's degree and any number of units taken after the award of the degree will have one (1) year of teaching equivalency subtracted from the years credited for teaching and related experience.
- 8.9.1.4** Persons holding only an A.A. degree and any number of units short of a Bachelor's degree will have three (3) years of teaching equivalency subtracted from the total years credited for teaching and related experience.
- 8.9.1.5** One (1) year and no years of college are assigned a value of negative four (4) years of teaching equivalency and treated as above.

**8.9.2** Both teaching and related work experience will be evaluated as set forth in Sections 8.3 of this Agreement. As with the regular academic employee salary schedule, high school and college-level teaching experience will be recognized on a year-for-year basis up to five years. The maximum initial step placement on the part-time employee salary schedule will be at Step 8, except for holders of an earned doctorate or members of the California Bar, for whom the maximum initial placement will be at Step 10. Step 1 of the part-time salary schedule is inactive as of September 1999.

**8.10** **PLACEMENT ON PART-TIME SCHEDULE UPON RETURN:** Part-time faculty returning to the District who have been in paid academic status during two semesters (summer sessions are acceptable in lieu of semesters) within a three-year period shall be advanced a step on the salary schedule beginning in the Fall Semester.

Part-time faculty returning to the District after a break of more than three years shall be placed on the salary schedule at a step no lower than the step at which they were paid when they left the District.

**8.11** **STEP ADVANCEMENT ON PART-TIME SCHEDULE:** To qualify for step advancement on the part-time employee salary schedule, an employee must have served in paid academic status during two semesters (summer sessions are acceptable in lieu of semesters) within a three-year period. Step advancements will be made only at the beginning of the Fall semester.

**8.12** **PART-TIME COUNSELING SERVICES PAY RATE:** Counseling service, when compensated on a part-time basis, will be paid at the appropriate hourly laboratory rate.

**8.13** **SUBSTITUTE PART-TIME PAY RATES:** Substitute instructors, librarians, and counselors will be paid at the substitute's step of the appropriate column of the part-time salary schedule.

**8.14** **LARGE CLASS PAY:** For the purpose of additional compensation under the terms of this Article, a large class is defined as having 70 or more students enrolled at census.

Deans will engage in a collaborative process with department faculty to determine which courses can be appropriately designated as "large classes".

Eligible courses are those that meet general education, UC, and CSU requirements; those that meet graduation requirements; major requirements; and vocational courses required for a certificate, degree, or transfer. (Ineligible courses are television courses, open skills labs, Cooperative Education, all matriculation activities, team sports, team taught courses, independent study, and all courses numbered in the 600's and 700's.)

Assignment to teach a large class is voluntary.

Additional compensation is at the special rate of pay and does not affect the FLC for the course. The compensation is consideration for the extra time needed for required paperwork.

Additional weekly compensation for large classes:

70-94 students 3 hours  
95-119 students 4 hours  
120-144 students 5 hours  
145-169 students 6 hours

AFT and the District agree to the above for a trial period of four (4) semesters beginning with the Fall 2005 semester. This agreement may be extended by mutual consent.

This shall remain in effect until June 30, 2015.

## ARTICLE 9: HEALTH AND WELFARE BENEFITS

- 9.1 PERS MEDICAL AND HOSPITAL PLAN:** The District will provide the PERS Medical and Hospital Plan for employees and retirees in accordance with rules and regulations established by PERS.
- 9.1.1** Should a carrier withdraw from the PERS Umbrella plan, members of the unit will select from one of the remaining PERS options.
- 9.2 MEDICAL PREMIUM CAP AMOUNT:** Effective January 1, 2013, the District will contribute up to the following amounts as appropriate towards PERS medical coverage premiums:
- |                                       |                      |
|---------------------------------------|----------------------|
| Employee only:                        | \$654.00 per month   |
| Employee plus one dependent:          | \$951.34 per month   |
| Employee plus two or more dependents: | \$1,233.74 per month |
- 9.3 DISTRICT WILL PAY PREMIUM INCREASES FOR OTHER BENEFITS:** The District will pay the increased costs of dental insurance, life insurance, salary continuation insurance, and Medicare Part B.
- 9.4 DENTAL INSURANCE:** The District will provide each eligible employee and eligible dependents with Delta Dental Plan (DDP) or the coverage provided by Private Medical-Care Inc. (PMI). The plans are described in detail in the benefits handbook available in the Office of Human Resources. The maximum dental coverage in any one calendar year shall be \$2,000.
- 9.5 LIFE INSURANCE:** The District will provide each eligible employee with a term life insurance policy covering the employee and eligible dependents. The life insurance plan is described in detail in the benefits handbook available in the Office of Human Resources. Effective March 1, 2001, the term life insurance coverage shall equal one time the employee's annual base salary.
- 9.6 SALARY CONTINUATION INSURANCE:** The District will provide each eligible employee with salary continuance insurance to cover disability after the employee's sick leave balance has been exhausted. The salary continuance insurance plan is described in detail in the benefits handbook available in the Office of Human Resources. The maximum monthly benefit for unit members shall be \$5,000 per month.
- 9.7 VISION INSURANCE:** The District will provide each eligible employee and eligible dependents with Vision Service Plan (VSP) Plan C.
- 9.8 MEDICARE PART B COVERAGE:** The District will pay the premiums for Medicare Part B coverage for an eligible retiree and/or spouse/eligible domestic partner over 65 years of age.
- 9.9 ELIGIBILITY RULES:** To be eligible for the benefits described in this Article in any given semester or academic year, a member of the unit must be employed at more than sixty percent (60%) of full time. A full-time regular academic employee may retain eligibility for the benefits described in this Article in the case of mutually agreed upon reduction of assignment, provided that the reduced assignment is at least fifty percent (50%) of full time.
- 9.10 ELIGIBLE DEPENDENTS/DOMESTIC PARTNERS:** Eligible dependents/domestic partners are those specified in the contracts between the District and the insurance carriers.
- 9.10.1** The District agrees to include domestic partner benefits in the PERS Health Plans offered by the District. The definition of domestic partner shall be that used by PERS Health Plans. If the definition of a domestic partner used by PERS changes, the District shall implement the change on the effective date allowed by PERS. Domestic partners shall comply with all registration requirements required by state law or PERS and shall complete all necessary declarations and statements of financial liability. Forms are available in the Office of Human Resources.

**9.10.2** The District agrees to include domestic partner benefits in the dental and vision plans offered by the District. In order to be considered a domestic partner, the following criteria must be met:

1. The two individuals are each other's sole domestic partner and intend to remain so indefinitely.
2. Neither individual is married to or legally separated from anyone else nor has had another domestic partner within the prior six (6) months (unless the relationship terminated due to death).
3. Both individuals are at least eighteen (18) years of age and mentally competent to consent to contract.
4. Neither individual is related by blood to a degree of closeness that would prohibit legal marriage in the state in which the individuals reside.
5. The individuals co-habit and reside together in the same residence and intend to do so indefinitely. The individuals have resided in the same household for at least six (6) months.
6. The individuals are not in the relationship solely for the purpose of obtaining benefits coverage.
7. The individuals have engaged in a committed relationship of mutual caring and support and are jointly responsible for each other's common welfare and living expenses. The individuals' interdependence is demonstrated by at least two (2) of the following:
  - Proof of domestic partnership from the California Secretary of State (required for domestic partnership medical coverage under the Public Employees' Retirement System).
  - Common ownership of real property (joint deed or mortgage agreement) or a common leasehold interest in property.
  - Common ownership of a motor vehicle.
  - Driver's license listing a common address.
  - Proof of joint bank accounts or credit accounts.
  - Proof of designation as the primary beneficiary for life insurance or retirement, benefits, or primary beneficiary designation under a partner's will.
  - Assignment of a durable property power of attorney or health care power of attorney.

**9.10.3** Dependent children of domestic partners are eligible for coverage if they have been legally adopted by the District employee and are unmarried, primarily dependent on the employee for support, and meet the age, school, and all eligibility requirements of the various medical, dental, and visions plans.

**9.11** **SURVIVOR BENEFITS:** If a member of the unit meets the eligibility requirement for retiree medical benefits specified in Section 10.1 and dies before retirement, medical and dental benefits will be provided by the District for the unmarried surviving spouse/domestic partner as provided for the unmarried surviving spouse/domestic partner of an eligible retiree in Section 10.1.

**9.12** **MEDICAL STIPEND FOR PART-TIME FACULTY:** As of July 1, 2012, the District will provide up to \$500.00 per period and increasing to \$550 per period, if State funding fully covers the increased cost of providing this stipend for reimbursement of employee incurred health benefit costs to all part-time employees who are employed in the District at 40% or more of a full-time load (6/15 FLC) and complete a 40% load. The reimbursement will be paid for the periods July through December and January through June.

**9.12.1** The stipend shall be used to reimburse part-time faculty who qualify for reimbursement under these provisions for premium costs only from enrollment in any HMO, PPO, or indemnity health

plan licensed and registered by either the California Department of Insurance or the California Department of Corporations.

**9.12.2** Employees wishing to be reimbursed for medical expenses under this article must initiate the request on a District form. The employee must furnish documentation (cancelled check, paid statement) showing that the employee had been purchasing health insurance during the instructional period for which the employee was otherwise not eligible for reimbursement from any other source. This request is to be submitted only to the division dean at the College where the employee receives his/her paycheck. The division dean will forward the request to the Vice Chancellor of Human Resources for approval and processing of the reimbursement.

**9.12.2.1** The reimbursement request must be submitted as follows:

- a) the 15<sup>th</sup> of November for the period covering July 1<sup>st</sup> through December 31<sup>st</sup>;
- b) the 15<sup>th</sup> of May for the period covering January 1<sup>st</sup> through June 30<sup>th</sup>.

**9.13** **IRC 125 PLAN:** The District will maintain a program that implements the Internal Revenue Code Section 125 and provides for before tax employee contributions to non-District covered health and dependent care costs.

**9.13.1** Part-time employees who are assigned at least one semester length course may participate in this plan during that semester. The limit for earnings to be set aside for an eligible part-time employee's medical benefits is \$400 per semester, \$1,200 per year. The limit for earnings to be set aside for an eligible part-time employee's dependent care benefits is \$1,666 per semester, \$5,000 per year. Part-time employees will enroll separately for each semester of participation.

## ARTICLE 10: RETIREMENT

- 10.1 RETIREE MEDICAL AND DENTAL BENEFITS:** The following procedures shall apply to retiree medical and dental benefits.
- 10.1.1 Employed Prior to January 1, 1987:** The District will pay lifetime medical and dental insurance premiums for retirees and eligible spouse/domestic partners who were employed by the District as Contract I employees prior to January 1, 1987 and met the eligibility criteria. The eligible retired member of the unit and that member's spouse/domestic partner at the time of the member's retirement shall be eligible for continuation of benefits during the life of the retired member of the unit and, following the death of the retired member, during the life of the un-remarried surviving spouse/domestic partner. The surviving spouses/domestic partners of deceased retirees are continued on benefits without interruption as long as they remain unmarried. The domestic partner benefit portion applies only to those retirees who retired on or after January 1, 2000.
- 10.1.2 Employed On 1/1/1987 through 9/7/1993:** For those employed as Contract I employees on January 1, 1987 through September 7, 1993, the maximum amount paid by the District for retiree medical benefits would be the amount the District would have been required to pay had the retiree selected the appropriate Kaiser Health Plan. The eligible retired member of the unit and that member's spouse/domestic partner at the time of the member's retirement shall be eligible for continuation of benefits during the life of the retired member of the unit and, following the death of the retired member, during the life of the un-remarried surviving spouse/domestic partner. The surviving spouses/domestic partners of deceased retirees are continued on benefits without interruption as long as they remain unmarried. The domestic partner benefit portion applies only to those retirees who retired on or after January 1, 2000.
- 10.1.3 Employed On or After 9/8/1993:** For unit members whose first day of paid service commences on or after September 8, 1993, the maximum amount paid by the District for retiree health benefits (medical and dental) shall be \$450/month until the employee becomes eligible for Medicare Part B. At that time, the District will then pay, for the employee only, the lowest cost medical plan available within the agreement between the parties.
- 10.1.4 10 Years of Service Required – Employed Prior to 9/8/1993:** For those hired prior to September 8, 1993, to be eligible for District-paid retiree medical and dental benefits, the retiree must have ten (10) full years of service with the District, be at least 55 years of age, and the age at retirement of the retiree (in full years) when added to the number of completed full years of service must total 75 or more. For a year of service to be counted, the assignment must have been such that the employee was eligible for medical insurance benefits if such benefits were available to employees.
- 10.1.5 20 Years of Service Required – Employed On or After 9/8/1993:** For unit members whose first day of paid service commences on or after September 8, 1993, to be eligible for District-paid retiree medical and dental benefits, the retiree must have twenty (20) full years of service within the District, must be at least 55 years of age, must be currently employed by the District at the time of retirement, and the age at the time of retirement of the retiree (in full years), when added to the full years of service, must total 75 or more. For a year of service to be counted, the assignment must have been such that the employee was eligible for medical insurance benefits if such benefits were available to employees.
- 10.2 PHASE-IN RETIREMENT PLAN:** Eligible members of the unit may phase in their retirement program through reduction of workload from full-time to part-time duties in accordance with provisions of the Education Code.

- 10.2.1** To be eligible to apply for this option, an employee must have reached age 55 and must have been employed full-time in positions requiring certification for at least ten (10) years, of which the immediately preceding five (5) years were full-time employment.
- 10.2.2** The District and the employee shall contribute to the appropriate retirement fund as prescribed by law.
- 10.2.3** The employee shall receive health benefits as provided full-time academic employees.
- 10.2.4** The schedule of part-time employment shall be mutually agreed upon by the District and the employee and shall be in the best interests of the educational program of the District.
- 10.2.5** At the conclusion of ten (10) years of such part-time employment, the employee shall fully retire from all employment with the District.

**10.3** **POST-RETIREMENT EMPLOYMENT PLAN:** Subject to the approval of the Board of Trustees and the recommendation of the responsible administrator, a member of the unit who is retired from service may be employed by the District in an academic position subject to the following conditions:

- 10.3.1** A member of the unit who retires can request an assignment for a minimum of one (1) semester up to six (6) semesters during which the retiree would provide professional services for a maximum of 9 FLCs per academic year. Members initially approved for less than six (6) semesters may request additional assignments in the subsequent two (2) years, up to a total of six (6) semesters. The faculty member and the responsible administrator will sign a contract stipulating to the duration of the post-retirement contract. The rate of compensation shall be increased to \$2,946 per FLC effective August 16, 2012, and will increase by any percentage of negotiated salary increase during each year of this agreement. In no case shall the rate of compensation for 9 FLCs or fewer per academic year exceed the maximum earnings limitation imposed by the State Teachers Retirement System (STRS).
- 10.3.2** The assignment would be in the retiree's areas of expertise and would take into account the retiree's desires and the District's needs.
- 10.3.3** The Division's Peer Review Committee will conduct student evaluations in each of the post-retiree's classes during the first year of post-retirement service unless the post-retiree was evaluated during his/her last year of regular service. The committee will assess instructional performance based on the results of the student evaluations. The District may undertake disciplinary or non-renewal procedures independent of the evaluation process for one or more of the grounds set forth in Section 87732 of the Education Code. The post-retiree will have a hearing before the Chancellor or designee. At the hearing, the District must present evidence of the unsatisfactory performance or behavior and the post-retiree shall have the right to present any evidence to refute the allegations. The Chancellor or designee will render a decision in writing. If the post-retiree disagrees with this decision, he/she has the right to appeal it to the Board. If requested by the post-retiree, AFT shall have the right to represent the post-retiree in the hearing process with the Chancellor and/or Board.
- 10.3.4** Post-retirement faculty are entitled to the same leaves as provided to part-time hourly employees. Leave is earned for each semester worked. Such leaves will accumulate only for the maximum six-(6)-semester period of post-retirement employment, will not be forwarded to the State Teachers Retirement System (STRS), and has no monetary value.
- 10.3.5** The retired employee may be reemployed if able to pass a physical examination prescribed by STRS.

**10.3.6** Unless mutually agreed to by the District and the retiree, the option not to accept an assignment as specified in Section 10.3.1 would constitute, for the employee, a termination of the program specified in Section 10.3.

**10.4** **PRE-RETIREMENT WORKSHOPS:** The District will provide at least two pre-retirement workshops, one of which will be on retirement through the State Teachers' Retirement System (STRS). The topics of pre-retirement workshops other than the one specified in Section 10.4 will be by mutual agreement of the Union and the District.

**10.5** **STRS CASH BALANCE PROGRAM FOR PART-TIME FACULTY:** The District will offer the STRS Cash Balance Program as an optional benefit to all part-time faculty in lieu of participation in Social Security and/or the regular STRS defined benefit retirement plan. The parties recognize that the STRS Cash Balance Program calls for a payroll contribution of 4% of regular salary from the employee and 4% from the District as the employer contribution. Part-time faculty will participate in one of three plans: the STRS Cash balance Program, the STRS defined benefit, or Social Security. New employees who do not make a selection during initial employment sign-up shall default to the STRS Cash Balance Program.

**10.6** **STRS SERVICE CREDIT FOR PART-TIME FACULTY:** The District will implement the STRS service credit, reporting changes for part-time instructional faculty accordingly, and allowing for one year of service credit for 525 hours of employment per year.

## ARTICLE 11: LEAVES OF ABSENCE

- 11.1** **SICK LEAVE:** Leave of absence for illness or injury will be provided by the District.
- 11.1.1** An employee who is employed full time (15 FLCs) each semester shall be entitled to five (5) days leave of absence for illness or injury per semester. An employee who is employed for less than full time each semester will receive the proportional number of days of leave.
- 11.1.2** Academic employees (does not apply to day-to-day substitutes) shall be granted one day of sick leave if employed for the full (at least six weeks) summer session. This sick leave may be accumulated along with other District sick leave. Any sick leave granted or accumulated through continued employment in this District may be used for illness or accident during summer session.
- 11.1.3** A unit member who is absent due to illness or injury for less than one full day shall have deducted from the accrued sick leave bank 2.5 hours. A unit member who is absent due to illness or injury for a full day shall have 5.0 hours deducted from the accrued sick leave bank.
- 11.1.4** The full amount of the leave granted each year under this section shall be available on the first day of each academic year and need not be accrued prior to taking such leave.
- 11.1.5** If absence because of illness or injury extends beyond the number of days of the employee's accumulated sick leave, the District will pay partial salary for a period not to exceed five (5) school months. The payment shall be the difference between the employee's salary and the substitute's pay, if a substitute is employed, or the amount that would have been paid to a substitute on Step I of the appropriate schedule, should it be unnecessary to employ a substitute. This partial salary benefit begins upon the expiration of sick leave. The five-school-month limitation begins with the first day of absence involving the illness or injury.
- 11.1.6** Unused full-paid sick leave granted under this section may be accumulated from year to year provided there is no break in service. For a part-time employee, a break in service must involve three or more consecutive semesters.
- 11.1.7** Upon retirement, eligible employees will be credited with additional service time for unused sick leave, according to procedures prescribed by law.
- 11.1.8** An absence affidavit shall be signed by any person absent because of illness or injury, and medical verification may be required by management to make proper determination of eligibility for benefits under this section.
- 11.1.9** Unused sick leave accrued in California public elementary schools, secondary schools, or community colleges may be transferred in accord with Education Code Section 87782. Official verification of unused sick leave should be forwarded to the Office of Human Resources, where it will be credited to the employee's sick leave balance.
- 11.1.10** If an employee is granted an unpaid leave of absence for illness or injury after all paid sick leave has expired, the District will continue benefits specified in Article 9 for a period of five (5) months from the beginning of the unpaid leave. Thereafter, during the unpaid leave, employees may continue membership and group coverage by payment of premiums at their own expense.
- 11.1.11** Leave for an employee under quarantine will be handled the same as if the employee were ill.
- 11.1.12** Upon request, the District shall make available to each contract, regular, full-time temporary, and part-time employee who is a member of the unit his/her accumulated sick leave balance and his/her sick leave entitlement for the current academic year.

- 11.2 INDUSTRIAL ACCIDENT OR ILLNESS LEAVE:** Industrial accident or illness leave will be provided as specified in this section.
- 11.2.1** The accident or illness must have arisen out of and in the course of employment, and must be accepted by the Worker's Compensation administrator as a bona fide injury or illness.
- 11.2.2** In any one fiscal year, allowable leave for each industrial accident or illness will be limited to the number of days of temporary disability but shall not exceed sixty (60) working days.
- 11.2.3** Allowable leave under this section shall not be accumulated from year to year.
- 11.2.4** The leave under these rules and regulations will commence on the first day of the absence.
- 11.2.5** Industrial accident or illness leave will be reduced by one day for each day of authorized absence regardless of any temporary disability indemnity award.
- 11.2.6** Maximum salary during any one period will not exceed the normal salary rate. An employee provided an award under Worker's Compensation will endorse in favor of the District the daily wage award earned during the sixty (60) working day period. The District in turn, will pay the absent employee his/her full normal wage for each day of absence during the sixty (60) working day period.
- 11.2.7** If an accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the employee is entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same illness or injury.
- 11.2.8** If an employee exhausts the sixty (60) working days of entitlement and is still unable to return to duty, the employee will commence to use sick leave. The daily wage award made under Worker's Compensation will continue to be endorsed to the District. The District will pay the difference between the daily Worker's Compensation award and the normal daily rate of pay. Accumulated or available sick leave, however, will be reduced only by that amount required to provide a full day's wage when added to the Worker's Compensation award for each day of absence.
- 11.3 FAMILY ILLNESS LEAVE:** An employee may use up to six (6) days of accrued sick leave to attend to a child, parent, sister, brother, grandparent, grandchild, son-in-law, daughter-in-law, mother-in-law, father-in-law, spouse/domestic partner, domestic partner's child, domestic partner's parents, any person who has legally filled the role of a parent, or a relative living in the immediate household of the employee who is ill. Such time will be deducted from the employee's regular sick leave account.
- 11.4 BEREAVEMENT LEAVE:** Paid bereavement leave up to three (3) days per occurrence, or five (5) days if out-of-state travel is involved, will be allowed for death of the child, parent, sister, brother, grandparent, grandchild, son-in-law, daughter-in-law, mother-in-law, father-in-law, spouse/domestic partner, domestic partner's child, domestic partner's parents, any person who has legally filled the role of a parent, or a relative living in the immediate household of the employee.
- 11.4.1** Upon request of the employee, paid bereavement leave of two (2) days per occurrence will be granted in the event of the death of a sister-in-law or brother-in-law, and such leave will be deducted from the employee's regular sick leave account.
- 11.5 PERSONAL NECESSITY LEAVE:** In case of personal necessity, a member of the unit may draw on accumulated sick leave not to exceed seven (7) days in any fiscal year for any one or any combination of the following purposes:
- a. Accident involving the employee's person or property or the person or property of the employee's immediate family.

- b. Imminent danger to his/her home occasioned by an event such as flood or fire, serious in nature, which under the circumstances the employee cannot reasonably be expected to disregard, and which requires the attention of the employee during his/her assigned hours of service.
- c. Additional days beyond the three (3) or five (5) granted in Section 11.4.
- d. Appearance in court or before an administrative tribunal as a litigant, party, or witness under subpoena or official administrative order.
- e. Religious holidays on which the employee would otherwise be required to work.
- f. Such other reasons as approved by the District.

**11.5.1** Personal necessity leave shall be limited to circumstances serious in nature that the employee cannot reasonably be expected to disregard. Absences pursuant to this leave provision normally necessitate the employee's immediate physical presence elsewhere and involve matters that cannot be accomplished at any other time. Absences due to Personal necessity leave are to be recorded on absence affidavits with the reason for the use of personal necessity leave.

**11.5.2** Prior approval is required for all personal necessity leave days except for those described in Section 11.5-a or 11.5-b. In addition, up to two of the seven Personal necessity leave days may be used without prior approval and without submitting an explanation on the Absence Affidavit.

**11.6** **EXCHANGE TEACHING LEAVE:** Upon the recommendation of the Chancellor-Superintendent and approval by the Board of Trustees, a leave of absence of not more than two consecutive semesters may be granted for exchange teaching.

**11.7** **MILITARY LEAVE:** Military leave of absence will be granted as provided for in the Military and Veterans' Code of the State of California. Such leave must be verified by copy of the military orders requiring military duty.

**11.8** **JURY DUTY:** A member of the unit who is ordered to appear in court for jury duty on any day upon which he/she is required to render service to the District shall receive full salary less an amount equal to any fees received. Any specific amount provided for meals, mileage, and/or parking allowance provided by the court shall not be considered as part of the amount received for jury duty or witness fees.

**11.9** **MATERNITY/CHILD BONDING LEAVE:** The Board of Trustees shall grant maternity and/or child bonding leave without pay to members of the unit in accordance with the Family Medical Leave Act, the California Family Rights Act, and the District Policy on Leaves of Absence. Accumulated sick leave may be used for any period of time that the employee must be absent from work as prescribed by the physician in accordance with the provisions of the Family Medical Leave Act and the California Family Rights Act. Such leave shall run concurrently with sick leave, extended leave, and any other leave granted under the provisions of this Agreement. As with other leave without pay, no sick leave benefits shall accrue to employees on an unpaid portion of maternity/child bonding leave.

**11.10** **PAID LEAVE FOR ATTENDING CONFERENCES, SPECIAL MEETINGS, ETC.:** An employee may be granted a paid leave for the purpose of attending a conference or special meeting or engaging in other temporary assignment in the performance of duties on the approval of the Chancellor-Superintendent or his/her designee.

**11.11** **OTHER LEAVE EITHER PAID OR UNPAID CAN BE REQUESTED:** A leave of absence may be granted to an employee on a paid or unpaid basis upon the request of the employee and the approval of the Board.

**11.12** **NO BREAK IN SERVICE FOR TAKING A LEAVE:** Absence under paid leave shall not be considered a break in service and all benefits accruing under the provisions of this Agreement shall continue to accrue under such absence. An unpaid leave shall not be considered a break in service (for seniority purposes), but the individual shall not accrue other benefits provided under the provisions of this contract during the period of the leave.

- 11.13 PRIOR APPROVAL OF OTHER LEAVES:** Approval of absences other than for leaves specified in this article must be obtained in advance from the designated supervisor and will result in a reduction in salary of one day's pay for each full day of absence.
- 11.14 FAMILY MEDICAL LEAVE ACT (FMLA) AND CALIFORNIA FAMILY RIGHTS ACT (CFRA) BENEFITS:** Family care leave. In accordance with the provisions of the Family Medical Leave Act and the California Family Rights Act and the District Policy on Leaves of Absence, leaves will be applied concurrently with employee sick leave, extended leave, industrial accident/injury leave and/or other applicable paid District leaves.
- 11.15 CATASTROPHIC LEAVE:** The District shall create a catastrophic leave program as follows:
- 11.15.1** Faculty members may donate one sick leave day per fiscal year to each person suffering a catastrophic illness; however, each employee must retain at least 22 sick leave days (approximately one work month) for his/her own account.
  - 11.15.2** Donated sick leave will be recorded sequentially. Unused sick leave reverts to the donor when the recipient leaves the employment of the District.
  - 11.15.3** Any Faculty member who received eligible sick leave credits under this program shall first exhaust all paid leave he/she has accrued.
  - 11.15.4** The Vice Chancellor of Human Resources and the President of AFT shall determine whether or not to grant a request for "Catastrophic Leave" based on verification by a medical doctor as to the nature of the illness or injury, the anticipated length of absence, and the prognosis for recovery.
  - 11.15.5** The number of sick days that can be received by an employee is limited to 38 days per fiscal year; a maximum of 20 days may be used at the onset of the illness, and the remainder will be available for use upon return to work.
  - 11.15.6** If a faculty member is probationary at the time of taking a catastrophic illness leave, that faculty member's probationary status will resume upon his or her return to work from catastrophic illness leave. Donated sick leave time is not counted towards attainment of regular status.

## ARTICLE 12: TRANSFERS AND REASSIGNMENTS

- 12.1 ASSIGNMENT OF EMPLOYEES:** Each member of the unit is assigned by Board action. Within Board authorization, the Chancellor-Superintendent has the authority to assign all employees as to location of assignment and specific hours of employment in harmony with conditions specified in this Agreement. An employee gains status and employment rights as an employee of the District, but not as an employee of a specific college.
- 12.2 TWO TYPES OF TRANSFER:** Two types of transfers will be addressed in this article: voluntary transfers (employee initiated) and involuntary transfers (District initiated). A college with faculty available for transfer will be referred to as the **sending college** and a college requiring faculty will be referred to as the **receiving college**.
- 12.3 VOLUNTARY TRANSFERS ARE PREFERABLE TO INVOLUNTARY:** Whenever possible, voluntary transfer will be arranged in preference to involuntary transfer.
- 12.4 VOLUNTARY TRANSFERS:** Voluntary transfers shall be handled as follows:
- 12.4.1** All unit members will be notified of the opening of full-time faculty positions at each college in the District by notice in the vicinity of the faculty mailboxes.
  - 12.4.2** An instructor desiring to transfer to another college may submit a transfer request to the division dean of the sending college.
  - 12.4.3** If the request is approved by the division dean, he/she will then forward it to the receiving college within ten (10) days of the request date.
  - 12.4.4** No transfer request shall be denied for reasons other than the one that the transfer would cause actual harm to the educational program at the sending college or the receiving college.
  - 12.4.5** If, during the academic year in which the request was submitted, a vacancy occurs at the receiving college, the faculty member having requested transfer will be considered before any new employee is recruited.
  - 12.4.6** When the receiving college has made its decision, the instructor will be notified. Upon request, the instructor who is denied transfer will be provided with written notification of the reason for the denial.
- 12.5 INVOLUNTARY TRANSFERS:** Involuntary transfers may be effected: (1) when an employee must take a split-load assignment at two colleges in order to fill his/her full annual workload, or (2) to avoid a layoff under reduction-in-force conditions, or (3) whenever an opening is declared at one college in a teaching field in which there is an anticipated teacher surplus at another college, and no one has volunteered to transfer.
- 12.5.1** Regardless of the reason for transfer, the procedures for involuntary transfer will be put into effect in sufficient time for the transferring instructor to be notified no later than four weeks prior to the beginning of the semester in which the transfer will take place.
  - 12.5.2** The following procedures shall cover required split-load assignments:
    - 12.5.2.1** When a split load is required in order to complete an employee's full annual workload, every effort will be made to restrict all classes on any given day to one college only.
    - 12.5.2.2** The Board will reimburse the employee for any mileage from one college to the other incurred as a result of a split-load assignment, but will not reimburse the employee for the trips from home to the first assignment of the day, nor from the last assignment of the day to home.

- 12.5.2.3 The instructor will not be requested to serve on college committees at more than one college during any semester.
  - 12.5.2.4 The instructor will be formally evaluated at no more than one college during any semester. The instructor will normally be evaluated at the college of his/her major assignment.
  - 12.5.2.5 Extensions of involuntary split-load assignments from semester to semester will be avoided in every instance where possible.
- 12.5.3 Transfers that result from staff reduction in a particular kind of service at a given college will be by reverse seniority with the least senior employee who is credentialed and competent at the sending college being transferred first. If transfer of this employee would result in actual harm to the educational program of the sending college, then the next least senior employee would be transferred. If vacancies exist at more than one college, the most senior employee who is credentialed and competent will be given a choice of colleges.
- 12.5.4 When an opening is declared at one college in a field in which there is an anticipated teacher surplus at another college, and there is no volunteer for transfer, the following procedure will be followed:
- 12.5.4.1 The division dean of the sending college will, if possible, forward a list of the two (2) least senior instructors whose teaching disciplines, training, credential, and experience qualify them to fill the announced vacancy to the appropriate division dean of the receiving college. If transfer of one or both of these employees would result in actual harm to the educational program of the sending college, the next least senior employee(s) would be listed. The division dean will also immediately inform the instructors so listed that they are available for transfer.
  - 12.5.4.2 The division dean at the receiving college will select the one who is judged best qualified to fit the requirements of the receiving college.
  - 12.5.4.3 All parties concerned will be promptly notified of the transfer decision.
- 12.5.5 An involuntarily transferred instructor may return to his/her sending college under the following circumstances:
- 12.5.5.1 Any instructor involuntarily transferred may return to the sending college, upon his/her request, after two years at the receiving college, provided that at least one FTE in his/her teaching field is currently being filled by part-time employees at his/her former college.
  - 12.5.5.2 At any time following an involuntary transfer, if a full-time teaching position for which the transferred instructor is qualified becomes available at the sending college, the transferred instructor may return to the sending college upon his/her request.

12.6 **REASSIGNMENT:** A member of the unit may be assigned to perform a specified service in a faculty service area (FSA) other than the faculty service area of his/her principal current assignment only if the employee is either credentialed or meets minimum qualifications to perform the specified service and satisfies any one of the criteria listed below:

1. Holds a major or a Master's or Doctorate degree appropriate to the specified service;
2. Performed the specified service in this District during the current year;
3. Performed the specified service in this District during at least four semesters within the last seven years;

4. Has the specified service as a major on an applicable California credential; or
5. Performed the specified service as his/her principal assignment at the time he/she was granted tenure in this District.

**12.6.1** Whenever possible, voluntary reassignment will be arranged in preference to involuntary reassignment.

## **ARTICLE 13: PROFESSIONAL DEVELOPMENT PROGRAM**

**13.1 PURPOSE:** There shall be an Academic Employee Professional Development Program to provide opportunities for the individual professional development of regular academic employees for the purpose of maintaining and enhancing the excellence of the educational programs of the District. The main thrust of this program is to update, retrain, and extend the expertise of faculty to meet the current and future needs of our students in accordance with college priorities.

**13.2 OPTIONS:** The leave options available through the Professional Development Program include the following:

1. conference/professional meeting attendance;
2. short-term projects defined as activities of three (3) weeks or less;
3. long-term projects defined as activities of more than three (3) weeks up to a full semester; and
4. extended leaves defined as full release from regular duties for an academic year.

Long term projects and extended leaves are intended to provide full release from regular duties and enable unit members to respond to changing educational conditions and to engage in substantive professional growth projects. These professional development options allow time for advanced formal coursework, independent study, work experience, programs of study and/or research and other beneficial activities which do not fall under regular faculty responsibilities. Intellectual property created during an extended leave or a long-term project is the property of the faculty member unless other specific agreements have been made with the District.

**13.3 LEVEL OF FUNDING FOR PROGRAM:** The level of funding will be one percent (1%) of the District budget for regular academic and third- and fourth-year tenure track academic employees of the unit plus \$50,000 from a combination of Partnership for Excellence and Faculty Development funds, to the extent those funds are available, for extended leaves.

**13.3.1** District funds will be allocated to the three colleges in amounts corresponding to the ratio of the numbers of regular academic and third- and fourth-year tenure track academic employees at each college.

**13.3.2** The college budget will be augmented by these amounts, categorically funded for this purpose.

**13.3.3** All projects funded for the following fiscal year must carry over committed monies from the current fiscal year.

**13.3.4** Ending balance funds in a fiscal year can be carried over to the next fiscal year. This fund carryover will not reduce the following year's allocation for that college.

**13.4 COMPENSATION:** All participants will receive their regular pay and fringe benefits for leaves up to a full semester. For projects with full release from regular duties for an academic year, participants will receive all fringe benefits and eighty percent (80%) of their regular pay.

**13.4.1** Participants on extended leaves may use previously banked time to bring their compensation up to 100% during a leave.

**13.4.2** Overload pay or reassigned time activities shall not be used to bring compensation up to 100% while participants are on an extended leave.

**13.5 DISTRICT'S SUPPORT:** The following are allowable costs.

**13.5.1 PERSONNEL:** Necessary instructor replacement costs.

**13.5.2 REGISTRATION FEES:** Reimbursement of registration fees to attend conferences, workshops, seminars, or other projects as approved by the Professional Development Committee.

**13.5.3: OTHER:** Course enrollment fees/tuition and/or travel/lodging costs may be reimbursed at the discretion of each college's Professional Development Committee.

**13.6 COSTS TO THE EMPLOYEE:** All expenses not listed on section 13.5 above will be borne by the participant.

**13.7 REPLACEMENT:** Part-time faculty will be used as a replacement for a unit member participating in any approved Professional Development project. Part-time faculty may have an assignment up to 67% of a full-time load as a long-term project or an extended leave replacement. If the District opts to replace a program participant with a full-time leave replacement, the costs to the Professional Development Program will be calculated as if the participant had been replaced with part-time hourly faculty.

**13.8 TYPES OF ACTIVITIES FOR SHORT- AND LONG-TERM PROJECTS:** The activities may be completed at a college, university, or in any other appropriate environment. The activities will be of the following four types, and must result in demonstrable benefit to the students of the District:

1. Participation in workshops, colloquia, seminars, or training sessions.
2. Retraining—acquiring new skills to be used in new areas and/or in improving and updating existing skills.
3. Advanced study—engaging in systematic graduate studies and/or activities directly related to identified college priorities.
4. Research—engaging in a variety of activities such as original work in one's field of expertise, extensive reading and summarizing of knowledge in a specific area, perfecting techniques and processes applicable to one's assignment.

**13.9 TYPES OF ACTIVITIES FOR LONG-TERM PROJECTS AND EXTENDED LEAVES:** For leaves of a full semester or an academic year, activities will be considered according to one or more of the following categories, all categories being considered equally:

- a. Retraining of applicant to allow for future new assignment in a needed area;
- b. Study, project, or activity that provides an applicant with opportunities to upgrade skills and knowledge for current or future assignments;
- c. Study, project, or activity for the improvement of curriculum, educational delivery, student personnel services, or other support services;
- d. Study, project, or activity for development or revision of certificate or degree program;
- e. Study, project, or activity related to feasibility or revision of new or existing programs.

**13.10 ELIGIBILITY**

- i. Regular and third- and fourth-year tenure track academic employees are eligible for short- and long-term projects with no restriction on the frequency of participation.
- ii. All regular academic employees who have completed six (6) years of continuous paid service with the District directly preceding the term of the requested leave are eligible for extended leaves. District authorized paid leaves will not constitute a break in service.
- iii. Part-time faculty shall be eligible to apply for and participate in short-term Professional Development activities.

**13.11 SELECTION PROCESS:** The Professional Development Committee on each campus shall consist of three AFT appointed faculty members, one Academic Senate appointed representative and two administrators.

**13.11.1** The Chairperson will be a faculty member chosen by the Committee. Each member has one vote.

**13.11.2** A majority (four votes) is required to select a leave request for approval.

- 13.11.3 The Committee will screen the preliminary proposals. Faculty members whose preliminary proposals are acceptable may be requested to submit detailed proposals for final approval.
- 13.11.4 The Committee will submit a prioritized list of projects to the President of the college who will be responsible for granting final approval after consultation with the appropriate Dean.
- 13.11.5 Selection for extended leaves will be governed by a) potential of future service to the District and students; b) relative merits of application; and c) seniority.
- 13.11.6 Applicants whose requests have been denied by the Committee shall be informed, in writing, of the reasons for denial.
- 13.11.7 It is the intent of this program to fund a reasonable mix of short and long-term projects as well as extended leaves.

**13.12 APPLICATION PROCEDURES FOR SHORT-TERM PROJECTS:** Eligible faculty initiate the selection process by submitting a proposal to the Professional Development committee. The proposal will include a) an estimated budget; b) a plan for replacement of the faculty member (if necessary); c) a brief statement of purpose; and d) a plan for sharing the results of the activity.

**13.13 APPLICATION PROCEDURES FOR LONG-TERM PROJECTS AND EXTENDED LEAVES:** Eligible faculty must submit a proposal to the Professional Development Committee by the mid-semester preceding the commencement of the project. Each application must be accompanied by a) an outline of the planned project, program, activity or work experience including a statement of purpose and objectives; b) a description of the activities involved; c) a plan for sharing or applying the result of the activity; and d) an estimated budget and a plan for replacement of the faculty member.

**13.14 TIMELINES:**

1. Short projects may be submitted for approval throughout the semester, typically thirty (30) days prior to the commencement of the project.
2. Long-term projects and extended leaves will be submitted for review no later than the mid-semester preceding the commencement of the project.

**13.15 RETURN FROM LEAVES:** Within thirty (30) days after returning to regular duties, each leave recipient will submit one or more of the following, providing evidence of having met the objectives stated in the initial application. Documentation will be submitted to the Professional Development Committee.

1. A transcript of courses taken and grades earned;
2. A report on the educational benefits of project or activity undertaken;
3. A description of plans for application of new skills and knowledge to teaching assignment and/or campus program;
4. Letter from an employer verifying work experience;
5. Samples of creative work, summary of research, and other evidence of original work produced as a result of leave.

The Professional Development Committee may request further evidence beyond that which is submitted by the recipient; such evidence must be submitted within two weeks of the Committee's request.

**13.16 RETURN OBLIGATION:** Recipients of extended leaves for an academic year must work for the District for two years after returning from such leave. Recipients of a long-term leave for a full semester must work for the District for one year after returning from such leave. If a faculty member fails to fulfill this return obligation, the District has the right to recover the total cost of salary and benefits unless otherwise mutually agreed to between the District and faculty member.

#### **ARTICLE 14: LAYOFFS**

- 14.1 UNION WILL BE NOTIFIED OF POTENTIAL LAYOFFS:** When it is reasonably certain that faculty layoffs are to be recommended in specific areas, the Union will be notified of the contemplated action and the reasons therefore. It is understood that the Education Code prohibits the retention of a junior employee when a more senior employee who holds an FSA and competent to perform the service is laid off.
- 14.2 UNION WILL BE NOTIFIED OF THE NUMBER OF LAYOFFS:** At the time that members of the unit are informed that recommendations have been made that their services will not be required for the ensuing year, the District will notify the exclusive representative as to the names and number of members of the unit who have received such notice.
- 14.3 EMPLOYEES' NAMES SHALL BE CONFIDENTIAL UNTIL HEARING OR WAIVER:** Until the employee has requested a hearing or has waived his/her rights to a hearing, the names of the individuals given notice of layoff will remain confidential by the District and the Union.
- 14.4 SENIORITY LISTS PROVIDED TO THE UNION:** The District will provide the Union with a current seniority list of contract and regular employees, which will include the employee, his or her worksite, and the current FSA(s) on file. Any change or revision in the seniority list will be reported immediately to the Union. Seniority, worksite, and FSA information may be provided through separate lists if the District so chooses.

## **ARTICLE 15: PERFORMANCE EVALUATION PROCEDURES**

- 15.1 DISTRICT WILL ESTABLISH UNIFORM STANDARDS FOR EVALUATIONS:** As provided by law, the Board will establish uniform standards for evaluation of academic employees as part of the rules and regulations of the District.
- 15.2 ALL EVALUATIONS CONDUCTED PURSUANT TO THIS ARTICLE:** All required evaluations of academic employees who are members of this unit shall be conducted in accordance with the procedures specified in this article.
- 15.3 EVALUATION DEFINITIONS:** In this article, the following terms will be given the meaning specified:
- 15.3.1** The “immediate supervisor” of the employee is the person so designated in the organizational diagram of the College or the District Office.
  - 15.3.2** “Peer” shall be, except in unusual circumstances, a regular academic employee within the same division or other administrative unit as the person to be evaluated.
  - 15.3.3** “Client” shall be recipient of the services performed by the person to be evaluated.
  - 15.3.4** A “full-employment” year is one during which the employee serves for more than 75% of the school days at more than 60% of the assignment of a full-time employee with comparable duties.
- 15.4 EVALUATION POLICIES:** Evaluation policies and procedures for regular, contract, and part-time faculty are contained in Appendix G. Each policy is subject to the grievance process stated in this agreement.

## **ARTICLE 16: SAFETY CONDITIONS OF EMPLOYMENT**

- 16.1 DISTRICT ASSUMES RESPONSIBILITY FOR SAFETY:** The Board recognizes that in providing the educational program of this District, it assumes the responsibility for the safety of District employees while they are in and on the facilities provided in furtherance of that program. The District recognizes its responsibilities to comply with relevant Cal-OSHA regulations.
- 16.2 PUBLISH/POST RULES AND PROVIDE SAFE EQUIPMENT:** The Board shall provide, publish, and post rules for safety and the prevention of accidents, provide protective devices where they are required for the safety of employees, and provide suitable and safe equipment where such equipment is necessary for the operation of the District.
- 16.3 DISTRICT SHALL MAINTAIN SAFE WORK ENVIRONMENT:** The District shall at all times maintain standards of safety and sanitation in conformance with law, and Union and District shall cooperate to eliminate hazards and correct any conditions that adversely affect the health and safety of employees.
- 16.4 EMPLOYEE SHALL NOTIFY SUPERVISOR:** Any faculty member who observes a condition in the working environment that he or she believes violates this article and feels is unsafe or creates any imminent danger of harm to any person shall immediately notify his/her immediate supervisor of the existence of such condition. Nothing herein shall be deemed to preclude such faculty member from contacting any other person or entity that may have the jurisdiction or ability to investigate or correct the alleged unsafe condition.
- 16.5 APPEAL PROCESS:** This appeal process shall be used if a complainant believes this article has been violated, has notified his/her immediate supervisor of an alleged unsafe working condition impacting a unit member, and feels that District management has failed to take appropriate corrective action, the complainant may submit a written statement of the alleged condition or violation and any proposed corrective action to the Vice President of Student Services. The Vice President shall then take appropriate corrective action or forward the complaint to the College President.
- 16.5.1** Within five (5) working days of receipt of any such complaint, the College President or designee shall initiate appropriate corrective action or shall initiate action to convene the Campus Safety Committee. The committee shall investigate the complaint and shall prepare written findings and recommendations within 15 working days after being convened.
- 16.5.2** If the Campus Safety Committee recommends corrective action and such action is not approved by the College President/designee, the complainant who submitted the complaint may appeal to the Chancellor or his/her designee within 15 working days after receipt of his/her copy of the decision by the College President/designee. The Chancellor/designee will render a decision in writing within 15 working days after hearing the appeal.
- 16.5.3** The decision of the Chancellor/designee may be appealed within 15 working days after receipt of his/her copy of the decision to the Board of Trustees. The decision of the Board shall be final.
- 16.6 SAFETY COMMITTEE:** A Safety Committee shall be established on each campus and will include two (2) representatives appointed by AFT. A Campus Safety Committee will meet at least quarterly. A District Safety Management Committee will meet at least twice each fiscal year.
- 16.6.1** The committees shall promulgate internal committee rules to promote and maintain a safe and healthful campus environment and to educate and train personnel in safe work practice.
- 16.6.2** The committees shall recommend consistent district-wide procedures for scheduling safety inspections to identify and correct any unsafe conditions and work practices.

**16.6.3** The committees shall meet to discuss accident and illness prevention methods, injury and illness records, and the results of regular safety inspections.

**16.6.4** The committees shall make recommendations to a District Safety Management Committee on the elimination of risks, on corrective actions, on identified hazards, and on training needed to maintain environmental safety within the District.

**16.7** **NOT SUBJECT TO ARBITRATION:** This Article shall not be subject to the arbitration provision of the Grievance Procedure set forth in Article 17.

## ARTICLE 17: GRIEVANCE PROCEDURE

**17.1** **DEFINITIONS:** The following definitions shall apply to the grievance procedure:

**17.1.1** A “grievance” is defined as an alleged violation of a specific article or section of this Agreement that personally and adversely affects the grievant.

**17.1.2** A “working day” is any day of service in the calendar year.

**17.1.3** A “grievant” may be an employee, group of employees, or the Union. The Union may file grievances over alleged violations of the contract.

**17.1.4** A “party in interest” is a person or persons making a claim of grievance or any person who might be required to take action or against whom action might be taken in order to resolve the grievance.

**17.1.5** A “complaint” is an allegation that there has been a misinterpretation, misapplication, inequitable application, or violation of any policy of the District to the extent that the individual believes himself or herself to have been adversely affected. Complaint issues relating to District Rules and Regulations or District Policy are not subject to grievance and are heard through standard administrative channels.

**17.2** **PURPOSE:** The purpose of this grievance procedure is to provide for the processing of a claim of grievance, and to secure, at the lowest possible level, solutions to problems that arise under this Agreement.

**17.2.1** This grievance procedure is intended to supplement but not supplant normal and usual procedures for solving personnel problems. Problems involving matters other than alleged violations of a specific article or section of this Agreement are to be resolved through standard administrative channels.

**17.3** **LEVEL I:** A grievance will first be discussed orally with the grievant’s immediate supervisor with the objective of resolving the matter informally. In the event the grievant is not satisfied with the attempted or suggested resolution by informal means, the grievant may submit a formal grievance in writing to the College President with a copy to the immediate supervisor. The date of receipt by the College President of the written grievance will be considered the “filing date.”

**17.3.1** No grievance shall be recognized unless it shall have been presented at Level I within thirty (30) working days after the grievant knew of or, with reasonable diligence, should have known of the act or condition and its aggrieving nature that forms the basis of the grievance, and if not so presented, the grievance will be considered as waived.

**17.3.2** A written statement at Level I shall include:

1. a description of the specific grounds for the grievance, including names, dates and places necessary for a complete understanding of the grievance;
2. a listing of the specific article or section of this Agreement alleged to have been violated; and
3. a listing of specific actions requested of the District that will remedy the grievance.

**17.3.3** If a formal grievance has been filed, the grievant may: (a) discuss the grievance personally, or (b) request that a representative accompany him/her. In all cases, a Level I meeting will be scheduled within seven (7) working days of the filing date unless a later date is mutually agreed to.

**17.3.4** The College President shall, within ten (10) working days following the meeting to discuss the grievance, render his/her decision and the reasons therefore in writing to the grievant. A copy of

the decision at this level shall be sent to the Assistant Chancellor for Human Relations and the Union.

**17.4** **LEVEL II:** If the grievant is not satisfied with the disposition of the grievance at Level I, the grievant may file for a Level II hearing within ten (10) days of the receipt of the Level I decision, or within fifteen (15) days of the close of the hearing at Level I if no Level I decision has been rendered, whichever is sooner. Grievants not complying with the above time constraints for filing at Level II will be deemed to have waived their rights to a Level II hearing. A grievant filing for a Level II hearing will forward the written grievance to the Office of the Chancellor. The written statement at Level II shall include the following:

1. all of the information required for the Level I grievance statement;
2. a list of the reasons why the College President's proposed resolution of the grievance is unacceptable;
3. a listing of specific actions requested of the District which will remedy the grievance; and
4. a request for a conference with the Chancellor or designee if desired.

**17.4.1** The grievant and/or Union may request a conference with the Chancellor/designee. If the grievant and/or Union requests a conference at Level II, the request shall be granted. When a hearing has been requested at a Level II meeting, it will be scheduled within ten (10) working days of the appeal date unless a later date is mutually agreed upon. The grievant may request the presence of a Union representative or representatives at any conference.

**17.4.2** The Chancellor/designee shall render a written decision to the grievant within ten (10) working days after the conference at Level II if one has been requested, or within (10) working days after receipt of the grievance if no conference is held. Information copies of the decision shall be sent by the Chancellor/designee to the grievant's immediate supervisor, the College President, the Union, and any representative designated by the grievant.

**17.5** **LEVEL III:** If the grievant is not satisfied with the disposition of the grievance at Level II, the grievant may request, through the Union, that the grievance be arbitrated. Such written request shall be filed in the office of the Assistant Chancellor for Human Relations within ten (10) working days after receipt of the written decision at Level II. The Union shall retain the right to determine which grievances may proceed to arbitration.

**17.5.1** A Certified Shorthand Reporter shall be employed to record verbatim the entire arbitration hearing if requested by either the Union or the District. In any case in which a shorthand reporter is involved, the parties shall share equally the cost of such reporter including per diem, mileage, and other out-of-pocket expenses. If the arbitrator requests a shorthand reporter, the parties shall likewise share equally the cost of such reporter. The cost of transcripts shall be borne by the party ordering such transcripts. All other expenses shall be borne by the party causing them to be incurred.

**17.5.2** When arbitration has been requested, the parties shall contact the California State Conciliation Service for a list of arbitrators. The Union and the Assistant Chancellor for Human Relations, or his/her designee, shall alternately strike names from such list until only one (1) name remains. This person shall be designated as the arbitrator, and shall proceed to hear the grievance.

**17.5.3** The function of the arbitrator shall be:

- a) To hold a hearing concerning the grievance, and
- b) To render an advisory award within thirty (30) days after the close of the hearing.

**17.5.4** Once the arbitrator has been selected, hearings shall commence and be held at the convenience of the arbitrator. However, hearings shall be confined to working days.

- 17.5.5** Unless mutually agreed to by both parties, neither the District nor the Union shall be permitted to assert any grounds or evidence before the arbitrator that was not previously disclosed to the other party. The arbitrator shall consider only those issues that have been properly carried through prior steps as required by the provisions of this grievance procedure.
- 17.5.6** The arbitrator shall not render any award that conflicts with nor alters this Agreement or violates State and/or Federal. It is understood, however, that the arbitrator shall interpret the Agreement in accordance with acceptable rules of contract construction.
- 17.5.7** The arbitrator is empowered to include in any award such financial reimbursements or other remedies as judged to be proper and fix the effective date of any such award or finding.
- 17.5.8** Each party shall bear the full costs for its representation in the arbitration. The arbitrator's fees and charges shall be divided equally between the Union and the District.
- 17.6** **LEVEL IV:** Either the grievant or the responding party may appeal the advisory award of the arbitrator to the Board of Trustees within ten (10) working days after the receipt of such advisory award.
- 17.6.1** The Board of Trustees shall render its decision within twenty (20) working days after receipt of the appeal at this level or twenty (20) working days after receipt of the transcript of the arbitration hearing, whichever comes later. The decision of the Board of Trustees shall be final and binding on all parties, except that no rights of the grievant to further legal action shall be abrogated.
- 17.7** **GENERAL PROVISIONS:** The following general provisions shall apply:
- 17.7.1** A decision rendered at any level shall be considered final unless an appeal is registered within the time limits specified.
- 17.7.2** Time allowances set forth at each level may be extended by mutual consent of the grievant and the responding party, and extensions will be made based upon vacation schedules if so requested by either the Union or the District.
- 17.7.3** Should the hearing of any grievance require that an employee be released from his/her regular assignment, he/she shall be released without loss of pay or benefits.
- 17.7.4** No reprisals of any kind shall be taken by or against any participant in the grievance procedure for the reason of such participation.
- 17.7.5** All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- 17.7.6** All parties to the grievance shall make available to other parties involved all pertinent information not privileged under the law in its possession or control that is relevant to the issues raised by the grievance.
- 17.7.7** Any grievance that arose prior to the effective date of this Agreement shall not be processed according to these procedures.

## ARTICLE 18: SUMMER SESSION EMPLOYMENT

**18.1 CONTRACT ARTICLES THAT APPLY DURING SUMMER SESSION:** The only articles of this Agreement which apply to summer session employees are the following:

- a) Article 1: Recognition
- b) Article 2: Organizational Rights
- c) Article 3: Payroll Deductions (as per Section 3.2)
- d) Article 4: Management Rights
- e) Article 5: Peaceful Settlement of Differences
- f) Article 16: Safety Conditions of Employment
- g) Article 17: Grievance Procedure

**18.2 SUMMER PAY:** Compensation for summer session is provided in Section 8.8.

**18.3 SICK LEAVE FOR SUMMER:** Sick leave for summer session is provided for in Section 11.1.2.

**18.4 Office Hours:** The District agrees to pay all part-time faculty teaching summer school paid office hours pro-rated one and one-half (1.5) office hours per week for every three (3) FLCs (Faculty Load Credit) taught. The formula used by payroll for the monthly pay will be the hours worked for this course this month divided by the total contact hours for this course times the FLC for this course divided by two (2) times the total number of weeks the course meets.

$$\text{Monthly office hours} = \text{Hours worked}/(\text{total contact hours}) * (\text{FLC}/2) * (\text{total weeks for the course})$$

For part time faculty who have been assigned office space, the syllabi should reflect actual office hour availability to meet with students. For part-timers without assigned office space, the syllabi should indicate how and when students can reach them for assistance by providing e-mail and phone contact information.

## **ARTICLE 19: PART-TIME EMPLOYMENT**

- 19.1 SENIORITY LISTS:** Each Division or similar unit that employs part-time employees will establish a seniority list based on the first part-time employment at the specific college.
- 19.1.1** Regular faculty who are assigned an overload will be included in the divisional-based part-time seniority list.
- 19.1.2** Seniority lists shall be updated with new names and start dates that are added to the lists. Copies of the list shall be made available to faculty who make such a request. In addition a copy of the seniority lists shall be forwarded to Human Resources by the date of the fall and spring first census.
- 19.1.3** If a break in service exceeds three (3) semesters, then the person's name is to be removed from the seniority list. If a part time faculty member requests, but is not given, an assignment, it will not constitute a break in service; however, if the faculty member is not given an assignment after requesting it for a period of five consecutive semesters, the person's name will be removed from the seniority list.
- 19.2 ASSIGNMENT AND RETENTION:** Among the factors considered in determining retention and all assignments, including additional assignments that become available, are seniority, as described in 19.1, relative experience/qualifications, and program need.
- 19.2.1** Factors included when giving due consideration to relative experience/qualifications include, but are not limited to:
- General teaching experience including other institutions, not just within the District;
  - Related professional experience other than teaching;
  - Skills and experience in specialized areas;
  - Level of education/academic preparation; and
  - Previous performance record (satisfactory or better) and adherence to District Rules and Regulations.
- 19.2.2** Program need includes, but is not limited to:
- Employee qualifications to carry out the assignment;
  - Expertise and/or demonstrated practical experience in the specific requirements of the assignment;
  - Employee ability to use and expose students to current information, technology, and skills required in the assignment;
  - Employee availability at needed time;
  - Maintenance of an inclusive academic staff.
- 19.2.3** It is the responsibility of the part-time faculty member to provide information to management to be considered when determining retention and assignment.
- 19.2.4** When feasible, each College Division will make reasonable efforts to provide part-time faculty with the same or similar faculty load as an assignment of at least the same or similar faculty load as in the previous term if the part-time faculty member has received two (2) consecutive satisfactory evaluations or has been given an assignment for six (6) semesters with no negative evaluations.
- 19.2.5** If a reduction in assignment is required, the appropriate administrator will discuss the reasons for the reduction with the part-time faculty member. If requested by the affected part-time faculty member, the appropriate administrator will provide written confirmation of such reduction including the specific reason(s) for the reduction to the part-time faculty member.

**19.2.6** If, during any semester, there are more part-time faculty members than there are available assignments, and if all of the criteria for determining assignments that are defined in 19.2.1 and 19.2.2 above have been met to the satisfaction of the appropriate administrator, then the remaining available assignments shall be offered to those part-time faculty members who are most senior according to the Seniority Lists as described in 19.1, with the most senior part-timers being offered at least the same faculty load as in the previous term before a part-time faculty member with less seniority is offered an assignment.

**19.2.7** The appropriate administrator will provide all part-time faculty a document to request assignments and loads for each subsequent semester prior to finalization of the class schedule. When feasible, part time faculty members will be notified of their proposed assignments at least ten (10) working days prior to the beginning of that assignment. If the assignment and load request is denied, the faculty member may submit a written request to the appropriate administrator who shall provide in writing the reasons for the denial.

**19.2.8** A part-time teaching faculty member whose assignment is reduced (e.g. class canceled due to financial exigency or low enrollment) within three weeks (fifteen working days) prior to the beginning of that assignment may not claim seniority as a reason to be reassigned in place of a less senior part-time faculty member provided that the less senior part-time faculty member had already been given an assignment prior to the three week period. However, seniority remains a factor to be considered whenever new or un-staffed assignments become available. A part-time faculty member whose assignment is reduced under this section will not lose his/her seniority nor accumulated sick leave.

**19.2.9** As provided in 19.2, 19.2.4, 19.2.6 and 19.2.8, when additional classes become available, after all the criteria for determining assignments that are defined in 19.2.1 and 19.2.2 have been met, classes will be offered to the most senior part-time faculty members until their faculty load request is met (not to exceed 67% of full time or as prescribed by law).

**19.3** **BUYING INTO KAISER HEALTH PLAN:** Part-time faculty who meet the basic eligibility requirements, and who are not otherwise already covered by the District's health benefit plan, shall have the right to buy into the District's Kaiser Foundation Health Plan.

**19.4** **BUMPING BY FULL-TIME EMPLOYEE:** Bumping of a part-time instructor by a full-time instructor shall have no effect on seniority or accumulated sick leave.

**19.5** **EVALUATIONS CAN BE SUBMITTED FOR FULL-TIME OPENING:** Results of evaluations of part-time faculty may be submitted as part of an application for a full-time position.

**19.6** **OFFICE HOURS:** Part-time faculty will be compensated for office hours. Payment for office hours during Fall and Spring semesters shall be based on one (1) office hour for every three (3) FLCs taught times 17.5 weeks for all classes that are 17.5 weeks or less and times the actual class weeks for classes in excess of 17.5 weeks. The formula used by Payroll for the monthly pay will be the hours worked for this course this month divided by the total number of contact hours for this course times the FLC for this course divided by three (3) times (the number of weeks the course meets or seventeen and one half (17.5%), whichever is greater)

$$\text{Monthly office hours} = \text{Hrs worked} / (\text{total contact hrs}) * (\text{FLC}/3) * (\text{total weeks for the course})$$

For part-time faculty who have been assigned office space, the syllabi should reflect actual office hour availability to meet with students. For part-timers without assigned office space, the syllabi

should indicate how and when students can reach them for assistance by providing e-mail and phone contact information.

**ARTICLE 20: FACULTY SERVICE AREAS (FSA)**

- 20.1** **FACULTY SERVICE AREAS:** Faculty Service Areas (FSAs) in the SMCCCD will correspond to the Disciplines List as approved by the Board of Governors. The term “competence,” as related to Faculty Service Areas, will be defined as meeting the minimum qualifications approved by the Board of Trustees.

## **ARTICLE 21: MISCELLANEOUS PROVISIONS**

- 21.1 SEVERABILITY CLAUSE:** If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.
- 21.2 AGREEMENT SHALL SUPERSEDE RULES AND PRACTICES:** This Agreement shall supersede any rules, regulations, or practices of the Board that shall be contrary to or inconsistent with its terms. The provisions of the Agreement shall be incorporated into and be considered part of the established policies of the Board.
- 21.3 FULL AND COMPLETE AGREEMENT:** This Agreement shall constitute the full and complete commitment between both parties, and shall supersede and cancel all previous agreements both written and oral. This Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.
- 21.4 NEGOTIATING SUCCESSOR AGREEMENT:** The Board agrees to enter into negotiations with the Union over a successor agreement no later than six (6) weeks after the public meeting of the Board of Trustees at which time the Union successor agreement proposals are presented to the Board as per the requirements of Senate Bill 160. Any agreements so negotiated shall be reduced to writing after ratification by the parties.

## ARTICLE 22: UNIT BANKING

- 22.1 UNIT BANKING CONCEPT:** The intent of unit banking is to allow a 100% full-time, tenured faculty member to accumulate earned leave. While the activities engaged in during the earned leave are entirely at the discretion of the employee, the leave is considered an opportunity for personal experimentation, renewal, and professional development that benefits the individual and ultimately his/her students. It further benefits the institution as an opportunity for flexibility and experimentation.
- 22.2 RIGHT TO UNIT BANKING:** Any 100% full-time, tenured member of the faculty who accepts an overload assignment (during day, evening, or Summer Session), may, subject to the conditions that are set forth in this article, opt to “bank” the overload faculty load credits (FLCs) to use toward future earned leave. The faculty member will work together with the appropriate Dean to develop a plan indicating when units will be banked, when they will be applied toward a leave, and what preparations are necessary to ensure proper functioning of the educational program in the faculty member’s absence. If the faculty member serves under more than one Dean, each of the Deans will participate in the planning process. The plan will be submitted to the appropriate Vice President for final approval to ensure coordination with other leaves, adherence to the intent of this article, and resolution of any disputes. This plan may be revised upon mutual agreement of the faculty member and the Dean(s).
- 22.2.1** Unit banking agreements do not create special priorities or obligations with respect to overload assignments.
- 22.3 QUALIFYING ACTIVITIES:** Most activities engaged in by 100% full-time, tenured faculty which result in extra pay at a part-time rate (such as overload teaching, laboratory work, counseling, and program coordination) are eligible for unit banking. Activities not eligible for unit banking include those funded by Trustees’ grants and external grants.
- 22.4 UNIT BANKING PROCEDURES:** Normally, the total overload worked in a semester must be either banked or paid. The overload may not be split (partially paid, partially banked) without the mutual consent of the faculty member and the division dean(s) or unless a split is required to limit the total banked FLCs to the maximum allowed (see below).
- 22.4.1** Normally, the total number of FLCs banked in a given semester may not be less than one-half or more than six. Exceptions require the mutual consent of the faculty member and the division dean(s).
- 22.4.2** No banked time will be earned for incomplete or canceled assignments.
- 22.4.3** Any prior under-loading of a faculty member’s assignment must be cleared before banking can occur.
- 22.4.4** The total number of banked FLCs for a faculty member shall not exceed the amount needed to take one full semester of leave (normally 15), except that up to 30 FLCs may be accumulated for use as leave in the year prior to a planned retirement.
- 22.5 STATUS OF BANKED FLCs:** The District shall establish an in-house escrow account reserved for unit banking. All monies that would otherwise be required to pay the faculty member for the overload assignment being banked will be deposited in the escrow account. Such funds will be held to hire necessary substitute or part-time employees during the time when the banked FLCs are applied to an earned leave or when disbursement is required to the faculty or faculty member’s estate.
- 22.5.1** If the District elects to not replace part or all of a faculty member’s load while the faculty member is on leave, the District may withdraw the unneeded portion of funds from the escrow account.
- 22.6 USE OF BANKED FLC’s:** Faculty members will use banked leave at the time agreed upon with their division dean(s) when establishing the plan. Requests to take leave with accumulated banked units will be

granted only if the faculty member's program can operate satisfactorily in the faculty member's absence and a suitable replacement is available. The regular District procedures for advertising and evaluating applicants will be used to seek appropriate replacements.

- 22.6.1** No more than one full-time equivalent (FTE) faculty member from a discipline, or 25% of the eligible FTE in a discipline, whichever is the larger number, may be on leave (for any reason) at the same time. If more than this amount of FTE faculty leave is applied for, selection of faculty who may take their leave will be made based on program requirements as determined by the Dean(s). Earned leave will not be treated differently from other types of leave when making these determinations. Seniority among applicants who have not taken an earned leave within the past five years is an additional factor that may be considered when determining who may take a leave.
- 22.6.2** Faculty who wish to apply banked overload to a leave must submit to their division dean(s) a written request for such leave at least one year in advance. Exception to such notice may be made upon the mutual consent of the faculty member and the division dean(s).
- 22.6.3** Faculty may apply banked overload to a partial or full semester leave, or to a full last year of employment, but not to part of a course assignment. The loading formula in effect at the time the FLC is earned shall be applied to the leave semester.
- 22.6.4** Normally, earned leave can be taken only from similarly compensated activities as those for which the banked FLCs were earned (lecture, laboratory, counseling, advising, etc.). The current value of banked FLCs must equal or exceed the cost of replacement for the full assignment being vacated. Current value is considered the actual number of banked hours multiplied by the applicable current rate for Step 11 placement on the part-time pay schedule.
- 22.6.5** While on leave, the faculty member shall be paid according to the full-time salary schedule in effect at the time the leave is taken, or a percentage thereof if a partial leave is taken.
- 22.6.6** Employee and dependent benefits will continue in effect for the faculty member using earned leave, and such leave will not be considered a break in service.
- 22.6.7** Once enrolled in the program, a faculty member may not withdraw the banked units and receive a cash payout, except in highly unusual emergency situations outlined in the pertinent Internal Revenue Service (IRS) regulations for early payout of deferred compensation. Banked FLCs must be used within seven (7) years of the first semester of accumulation. Exceptions may be granted by the Dean(s) for unusual circumstances, such as unexpected exigencies experienced by the faculty member which prevent the taking of a leave as planned. In such a case, a new banking plan will be prepared that ensures taking the leave in a timely manner. If all or a portion of banked leave is not used, the faculty member will receive monetary compensation at the rate of pay which was in effect for overload assignments at the time credit was earned and banked.
- 22.6.8** In the event of a faculty member's death, the value of accumulated FLCs will be paid at the same rate as unused FLCs to the estate of the deceased in the same manner as other compensation due the employee.

**ARTICLE 23: DURATION**

- 23.1 EFFECTIVE DATES OF AGREEMENT:** This Agreement shall be effective on July 1, 2012 and shall continue in full force and effect through June 30, 2015.
- 23.2 SIGNATURES:** In witness whereof, the Union has caused this agreement to be signed by its Chief Negotiator and AFT Negotiating Team, and the District has caused this Agreement to be signed by its Chief Negotiator, Chancellor and President of the Board of Trustees.

**FOR THE UNION**



**Joaquin Rivera**  
Chief Negotiator, AFT, Local 1493



**Katharine Harer**  
AFT Local 1493

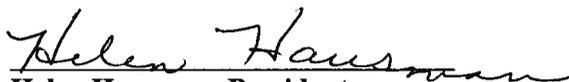


**Victoria Clinton**  
AFT, Local 1493



**Sandra Raeber**  
AFT, Local 1493

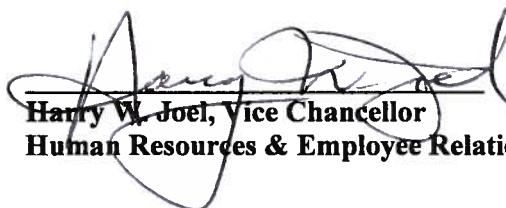
**FOR THE DISTRICT**



Memorandum of Understanding  
**Helen Hausman, President**  
Board of Trustees



**Ron Galatolo**  
Chancellor



**Harry W. Joel, Vice Chancellor**  
Human Resources & Employee Relations

Dated: 2-27-2013

## **APPENDIX A: AFT BARGAINING UNIT**

Included in the bargaining unit are the following:

- Contract and regular academic employees
- Hourly academic employees
- Summer session academic employees

Excluded from the bargaining unit are the following:

- Management, supervisory and confidential employees
- Day-to-day substitutes
- Guest lecturers
- Teachers of credit classes who are not teachers of record, unless they are contract or regular employees
- Teachers of non-credit courses in Community Services programs

**Appendix B: Salary Schedules and Academic Titles**

The above dollar amounts are annual salaries, based upon services performed on 175 days of the college year for full-time employees on a regular academic year contract.

San Mateo County Community College District  
 Regular Faculty Salary Schedule (80) Effective: 16-AUG-2012

Grade	1	2	3	4	5
Step	<u>Base</u>	<u>MA</u>	<u>MA w/45 Units</u>	<u>MA w/60 Units</u>	<u>PhD/EdD /JD</u>
1	55356	58176	59604	61620	66660
2	58176	60996	62424	64476	69492
3	60996	63828	65244	67308	72300
4	63816	66648	68064	70164	75108
5	66636	69468	70896	73008	77940
6	69456	72288	73716	75864	80760
7	72276	75108	76536	78708	83592
8	75096	77928	79356	81552	86400
9	77916	80760	82176	84408	89232
10	77916	80760	82176	84408	89232
11	80748	83568	84996	87252	92052
12	80748	83568	84996	87252	92052
13	80748	83568	84996	87252	92052
14	84336	87192	88632	90936	95748
15	84336	87192	88632	90936	95748
16	84336	87192	88632	90936	95748
17	84336	87192	88632	90936	95748
18	88068	90936	92388	94752	99576
19	88068	90936	92388	94752	99576
20	88068	90936	92388	94752	99576
21	88068	90936	92388	94752	99576
22	88068	90936	92388	94752	99576
23	90924	93804	95256	97644	102444

The above dollar amounts are annual salaries, based upon services performed on 175 days of the college year for full-time employees on a regular academic year contract.

San Mateo County Community College District  
Adjunct Faculty Salary Schedule Inst. (HI)  
Effective: 16-AUG-2012

<u>Step</u>	<u>Lecture</u>	<u>Laboratory</u>	<u>Special</u>
1	54.74	46.92	33.93
2	58.06	49.88	36.04
3	61.46	53.13	38.24
4	64.90	56.35	40.54
5	68.37	59.24	42.82
6	71.62	62.09	45.08
7	75.25	64.99	47.06
8	78.55	68.09	49.08
9	81.87	71.21	51.04
10	85.23	74.12	53.12
11	86.93	75.60	54.18

Note: Compensation for the summer session is based on the Salary Schedule in effect during the previous semester.

San Mateo County Community College District  
Adjunct Faculty Salary Schedule Non-Inst. (AJ)  
Effective: 16-AUG-2012

<u>Step</u>	<u>Laboratory</u>	<u>Special</u>
1	49.65	35.92
2	52.80	38.14
3	56.22	40.47
4	59.63	42.91
5	62.70	45.31
6	65.71	47.72
7	68.78	49.80
8	72.07	51.94
9	75.35	54.02
10	78.44	56.21
11	80.01	57.33

Note: Compensation for the summer session is based on the Salary Schedule in effect during the previous semester.

San Mateo County Community College District  
Regular Faculty Overload Salary Schedule (OL)  
Effective: 16-AUG-2012

<u>Step</u>	<u>Lecture</u>	<u>Laboratory</u>	<u>Special</u>
1	53.85	46.12	33.37
2	57.11	49.06	35.43
3	60.42	52.24	37.60
4	63.81	55.40	39.86
5	67.25	58.24	42.11
6	70.40	61.05	44.35
7	73.98	63.93	46.29
8	77.23	66.95	48.27
9	80.50	70.02	50.18
10	83.82	72.90	52.22

Note: Compensation for the summer session is based on the Salary Schedule in effect during the previous semester.

San Mateo County CC District  
Post-Retired Salary Schedule (P0)  
Effective: 16-Aug-2012

<u>Load</u>	<u>Rate</u>
1	2946.00
2	5892.00
3	8838.00
4	11784.00
5	14730.00
6	17676.00
7	20622.00
8	23568.00
9	26514.00



Class 1: Base—no degree, or Bachelor’s with up to 60 semester units taken after the award of the degree

Class 2: One or more of the following:

- Master’s degree and fewer than 45 semester units taken after the award of the Bachelor’s degree
- Vocational Class A Credential issued for five years or life
- Standard Designated Subjects Credential in Vocational Trade and Technical Training issued for life
- California Community College Instructor Credential issued for life with a teaching subject matter area on the following list and at least 60 semester units of course work from an accredited post-secondary institution:

- Accounting
- Aeronautics
- Agricultural Services and Processing
- Aircraft
- Animal Production
- Architectural, Engineering & Related Technologies
- Building, Construction & Marketing & Distribution Related Technologies
- A Building Trade
- Business and Industrial Management
- Communication Services & Related Technologies, including Painting
- Computer & Related Technologies
- Cosmetology & Barbering
- Court Reporting
- Fire Science
- Foods, Food Services & Related Technologies
- Health and Physical Care Services & Related Technologies
- Industrial Arts
- Industrial, Machine & Related Technologies
- An Industrial Trade
- Insurance
- Marine & Related Technologies
- Mining, Metallurgy & Related Technologies
- Motel and Hotel Services & Related Technologies
- Nursing
- Office Services & Related Technologies
- Ornamental Horticulture
- Personal Services
- Police Science
- Real Estate
- Textiles, Textile Services & Related Technologies

Class 3: Master’s degree and at least 45 but fewer than 60 semester units taken after the award of the Bachelor’s degree

Class 4: Master’s degree and at least 60 semester units taken after the award of the Bachelor’s degree

Class 5: An earned doctorate or membership in the California Bar.

## APPENDIX D: DUTIES AND RESPONSIBILITIES

### D1—DUTIES AND RESPONSIBILITIES OF INSTRUCTORS

A. Required of all instructors:

- teach classes at assigned times and locations;
- make necessary preparations for class instruction;
- evaluate student performance; and
- submit timely and accurate reports of attendance, grades and other matters as required.

B. Additional professional responsibilities, not subject to additional compensation for instructors on regular academic year contract: (See Note 1)

- attend and participate in official division and college faculty meetings called by the college administration;
- develop instructional materials, course outlines, and curriculum guides;
- analyze and select text materials, and participate in course content coordination;
- evaluate, update, and revise existing courses and programs; develop new courses as needed;
- assist in the placement of students in courses;
- review current literature in appropriate fields and recommend additions to the college library collection;
- participate as a peer in the academic employee staff development and evaluation programs;
- assist in ordering supplies, and in ensuring proper utilization of instructional equipment and facilities;
- coordinate the work of student assistants and instructional aides;
- participate in commencement exercises (See Note 2);
- participate in advisory committee meetings;
- participate on official college committees (e.g., curriculum planning, accreditation self-study); and
- participate on screening committees for position vacancies.

C. Voluntary activities performed without additional District compensation:

- participate in co-curricular activities (e.g., student club advising);
- participate in college-community relations activities (e.g., public speaking engagements); and
- participate in articulation with high schools and four-year institutions, and with business and industry.

Note 1: It is not the intention of the parties to this Agreement to imply that all unit members will be assigned all of the responsibilities listed under B. Certain of these responsibilities may be appropriate for assignment to a given unit member who would not be paid additional District compensation for discharging them.

Note 2: A maximum of one-half of the contract and regular faculty will be expected to participate each year. No individual will be required to participate more frequently than once in each two-year period.

## **D2—DUTIES AND RESPONSIBILITIES OF COUNSELORS**

### A. Required of all counselors:

- provide counseling services to students at assigned times and locations;
- maintain necessary counseling records; and
- submit timely and accurate reports as required.

### B. Additional professional responsibilities, not subject to additional compensation for counselors on regular academic year contract: (See Note 1)

- attend and participate in official division and college faculty meetings called by the college administration;
- develop informational counseling materials, student program outlines, and curriculum guides;
- analyze and select counseling and testing materials, and participate in course and program content coordination;
- evaluate, update, and revise existing counseling materials and programs; develop new programs as needed;
- review current literature in appropriate fields and recommend additions to the college library collection;
- participate as a peer in the academic employee staff development and evaluation programs;
- provide information for schedule and budget preparation;
- assist in ordering supplies, and in ensuring proper utilization of instructional equipment and facilities;
- coordinate the work of student assistants and instructional aides;
- participate in commencement exercises (See Note 2);
- participate in articulation with high schools and four-year institutions;
- participate in advisory committee meetings;
- participate on official college committees (e.g., curriculum planning, accreditation self-study); and
- participate on screening committees for position vacancies.

### C. Voluntary activities performed without additional District compensation:

- participate in co-curricular activities (e.g., student club advising);
- participate in college-community relations activities (e.g., public speaking engagements); and
- participate in articulation with business and industry.

Note 1: It is not the intention of the parties to this Agreement to imply that all unit members will be assigned all of the responsibilities listed under B. Certain of these responsibilities may be appropriate for assignment to a given unit member who would not be paid additional District compensation for discharging them.

Note 2: A maximum of one-half of the contract and regular faculty will be expected to participate each year. No individual will be required to participate more frequently than once in each two-year period.

### **D3—DUTIES AND RESPONSIBILITIES OF LIBRARIANS**

#### A. Required of all librarians:

- provide librarian services to students at assigned times and locations;
- maintain necessary library records;
- take appropriate precautions against the theft, deterioration, or destruction of library facilities, equipment, and materials; and
- submit timely and accurate reports as required.

#### B. Additional professional responsibilities, not subject to additional compensation for librarians on regular academic year contract: (See Note 1)

- attend and participate in official division and college faculty meetings called by the college administration;
- develop instructional materials on the use of the library and its resources for groups and individuals;
- consult with faculty members on resource needs in their particular fields;
- assist in the formulation and maintenance of necessary and reasonable rules for library users;
- review current literature in appropriate fields and recommend additions to the college library collection;
- participate as a peer in the academic employee staff development and evaluation programs;
- provide information for schedule and budget preparation;
- assist in ordering supplies, and in ensuring proper utilization of library equipment and facilities;
- coordinate the work of student assistants and instructional aides;
- participate in commencement exercises (See Note 2);
- assist in planning and preparing exhibits and book displays to encourage student use of books and other materials;
- participate on official college committees (e.g., curriculum planning, accreditation self-study); and
- participate on screening committees for position vacancies.

#### C. Voluntary activities performed without additional District compensation:

- participate in co-curricular activities (e.g., student club advising);
- participate in college-community relations activities (e.g., public speaking engagements); and
- participate in articulation with high schools and four-year institutions.

Note 1: It is not the intention of the parties to this Agreement to imply that all unit members will be assigned all of the responsibilities listed under B. Certain of these responsibilities may be appropriate for assignment to a given unit member who would not be paid additional District compensation for discharging them.

Note 2: A maximum of one-half of the contract and regular faculty will be expected to participate each year. No individual will be required to participate more frequently than once in each two-year period.

## APPENDIX E: DEFINITIONS

- **BOARD:** The Board of Trustees of the San Mateo County Community College District.
- **CHANCELLOR-SUPERINTENDENT:** The chief executive officer of the San Mateo County Community College District.
- **CONTRACT EMPLOYEE:** Equivalent to “probationary employee.”
- **DAY:** A calendar day unless otherwise defined.
- **DAY PROGRAM:** The portion of the college program that begins before 4:30 p.m., Monday through Friday.
- **DISTRICT:** The San Mateo County Community College District or its agents.
- **FACULTY LOAD CREDIT (FLC):** A measure of workload based on contact hours and the academic services provided during those contact hours.
- **HEALTH BENEFITS:** The combination of medical, dental and vision benefits.
- **IMMEDIATE FAMILY:** Spouse, domestic partner, child, parent, sister or brother of the employee, or any relative living in the immediate household of the employee.
- **IMMEDIATE SUPERVISOR:** The person so designated in the organization chart of the college or the District Office.
- **REASSIGNMENT:** A change of assignment that does not involve a change from one college to another and does involve an assignment in a faculty service area (FSA) other than that of the principal current assignment.
- **REGULAR EMPLOYEE:** Equivalent to “tenured employee.”
- **SICK LEAVE:** Leave of absence for illness or injury.
- **TEMPORARY EMPLOYEE:** An employee who is neither a contract nor a regular employee.
- **TRANSFER:** A change of assignment that involves a move from one college to another.
- **UNION:** The San Mateo Community College Federation of Teachers, Local 1493, AFT, AFL-CIO.

## APPENDIX F: FACULTY LOAD CREDIT (FLC) ALLOCATION

### LECTURE ASSIGNMENT SCHEDULE

#### Definitions:

A composition class is defined as any standard English composition (expository) course at the first-semester, transfer English composition level or above, or composition courses, included integrated writing and reading courses, one level below which are prerequisite to the first-semester, transfer English composition level.

#### English Composition Classes:

With 20 students maximum per class	1.00 FLC per hour
With four composition classes assigned and 26 students maximum per class at census	1.25 FLCs per hour

#### All Other Lecture Hours:

All other lecture hours	1.00 FLC hour
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### INSTRUCTIONAL ASSIGNMENT SCHEDULE

<u>Counseling</u>	33 students per FLC; .50 FLC per hour
<u>Librarian Service, College Nurse, Reassigned Time</u>	.40 FLC per hour

#### Cooperative Education

Student Coordination	8.3 students per FLC
Hourly rate 1 hour at special rate	5-9 students
2 hours at special rate	10-14 students
3 hours at special rate	15-19 students
4 hours at special rate, etc.	20-24 students

#### Journalism

College Newspaper Advisor	3 FLCs per semester
Student Magazine Advisor	2 FLCs per semester of production

#### Coaching

Water Polo	7.5 FLCs	Track	9.0 FLCs
Soccer	8.0 FLCs	Softball	9.0 FLCs
X-Country	7.5 FLCs	Baseball	9.0 FLCs
Volleyball	7.5 FLCs	Tennis	7.5 FLCs
Basketball	9.0 FLCs	Golf	7.5 FLCs
Wrestling	8.0 FLCs	Swimming	7.5 FLCs
Football Head Coach	9.0 FLCs		
Football Asst. Coach	7.5 FLCs		

The FLC for the various athletic coaching assignments were determined as a means of compensating for athletic activities having different lengths of season, different numbers of games played during a season, the number of students to be supervised, the requirements for faculty supervision, the nature of the sport, and the different requirements for student supervision during normally declared college vacation and semester break periods.

## LABORATORY ASSIGNMENT SCHEDULE

Biological Sciences, Ophthalmic Dispensing, Physical Sciences, and Nursing laboratory assignments	.80 FLC per hour
Physical Education activity classes	.75 FLC per hour
Skills Development laboratory (skill-development; generally no demonstration or evaluation)	.55 FLC per hour
Cosmetology laboratory classes	.60 FLC per hour
Business laboratory classes	.75 FLC per hour
Emergency Medical Technician	.75 FLC per hour
Radiologic Technology, Respiratory Therapy, Surgical Technology, Central Service Technology/Sterile Processing	
Laboratory	.80 FLC per hour
Clinic	.70 FLC per hour
Automotive Mechanic Technology (lecture/laboratory combination)	.70 FLC per hour
All other laboratory assignments	.70 FLC per hour

Although 30 FLC is considered a full-time assignment, 29 – 31 FLCs is acceptable as a full-year assignment with a three-year maximum of 91 FLCs. For faculty members with a majority of their teaching load in laboratory assignments, 28-32 FLCs is acceptable as a full-year assignment with a three-year maximum of 92 FLCs. Exceptions to these limitations can be made only upon mutual agreement of the faculty member and the District.

Members of the unit who are compensated according to the hourly academic salary schedule are paid by the hour, not by FLCs.

Each course has a nominal load credit associated with it based on the typical number of contract hours for which it is scheduled. No adjustment is made in the nominal load credit for routinely expected variations in the actual total contract hours per semester. The typical range for one FLC is 16 to 19 contact hours per semester for lecture. A corresponding range of contact hours for other types of classroom assignments is based on equivalence factors spelled out in this appendix.

## **APPENDIX G: EVALUATION PROCEDURES**

### **Tenure Review Policy and Procedures**

#### **General Consideration**

- The Board of Trustees, faculty and administration share a responsibility for the process of awarding tenure.
- The tenure review process safeguards and assures the principles and practices of academic freedom as defined in District Rules and Regulations.
- The tenure review process upholds the principles of inclusivity, equal access and opportunity, promotes diversity, and is fair and unbiased.
- The tenure review process is an affirmative means for awarding tenure based upon rigorous evaluation. It is a continuation of the selection process; hiring does not guarantee tenure.
- The tenure review process fosters open communication among participants in order to assure fairness and opportunity for success.

#### **I. Purpose**

The tenure review process should assure that students have access to the most knowledgeable, talented, creative and student-oriented faculty available. To that end, a four-year probationary period provides sufficient time for contract employees:

- to understand the expectations for tenure;
- to develop 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 tenure review process should assure teaching quality and professional growth and development by providing a useful assessment of performance. During the probationary period, contract faculty have the academic freedom that all other members of the faculty have, and the tenure review process should safeguard that basic right of the academic community.

## **II. Evaluation Criteria for Contract Faculty**

The following criteria will be used, as appropriate, to assess faculty performance. During the first contract year, emphasis will be placed upon contract employees' meeting criteria related to their primary assignment.

### **A. Student Relations**

In the performance of his/her professional duties, the faculty member:

1. responds to the educational needs of students by (a) answering questions clearly and following through to maximize student understanding; and (b) giving equal access and treatment to students regardless of ethnicity, cultural background, age, gender, and lifestyle, and by avoiding stereotypes;
2. demonstrates respect for the right of the student to hold and to express divergent opinions and demonstrates sensitivity to concerns of students; and
3. shows concern for student educational welfare by being available during office hours and answering questions with courtesy.

### **B. Professional Responsibilities**

The faculty member:

1. meets classes as set forth in the contract;
2. participates in department, college or other professional activities;
3. maintains ethical standards as outlined in the SMCCCD Academic Senate Statement of Professional Standards;
4. demonstrates commitment to the profession;
5. participates in professional growth activities; and
6. maintains and submits appropriate records in accordance with District contract.

### **C. Performance by Classroom Faculty**

The faculty member:

1. is knowledgeable about subject matter;
2. is aware of recent, general developments/research in field;
3. demonstrates effective communication with students;
4. provides students with a clear statement of grading, attendance, examination policies, and other course requirements;
5. uses effective teaching methods appropriate to the subject matter;
6. uses appropriate testing and assessment techniques to measure students progress; and
7. shows evidence of meeting course objectives as outlined in the catalog and official course outline.

### **D. Performance by Counselors, Librarians, and other Instructional and Student Services Faculty**

The faculty member:

1. is knowledgeable about assignment area/duties;
2. is aware of recent, general development/research in assigned area/duties;
3. demonstrates effective communication with students;
4. uses effective methods appropriate to the assignment area/duties; and
5. shows evidence of meeting objectives appropriate to the assignment area/duties.

### **III. Tenure Review Committee**

Standing Tenure Review Committees shall be division-based, shall have four members, and shall elect their own chairs. Each division shall determine the number of Tenure Review Committees needed to conduct tenure review for contract faculty. All permanent faculty members of the division constitute the initial pool of potential committee members.

Tenure Review Committees must have female and male membership; moreover, Committee members will include an officially trained inclusivity representative and a member from an affected ethnic minority. (The latter two requirements may be met by the same person.)

The appropriate division dean or designee (academic supervisor), who is a permanent committee member, and two permanent faculty members, chosen by lot, will constitute the core of the Tenure Review Committee. The first faculty member chosen shall serve a three-year term, and the second faculty member chosen will serve a two-year term. Thereafter, there will be two-year staggered terms.

The fourth committee member shall be a discipline expert chosen in a collaborative process by the division dean and the permanent faculty members appropriate to the discipline of the tenure candidate. The discipline expert will serve on the committee until a final tenure decision. If no discipline expert is available, a faculty member from a closely related discipline will serve as the fourth committee member. In this case, however, in order to provide discipline expertise during the peer classroom observation and discipline expertise as a resource to the committee, a fifth, ad hoc non-voting committee member may be chosen. In the case of unique programs, a practicing professional may be sought by the Tenure Review Committee.

If the committee does not meet diversity criteria, the name of the second person chosen by lot may go back into the pool and an additional name be selected from the appropriate diversity pool of division faculty; e.g., a specific gender pool or a pool of members of an affected ethnic minority. If diversity cannot be achieved within the division membership, a faculty name may be selected from a college-wide pool consisting of ethnically diverse permanent faculty members who have indicated a willingness to serve on Tenure Review Committees.

Replacements for rotating terms will be by lot from the appropriate division pool.

If a faculty member of the Tenure Review Committee is unable to complete her/his assigned term, a new member will be selected by the remaining members of the committee to serve the remainder of the term. If the dean or his/her designee is unable to complete the assigned term, a new member will be selected by the dean or the dean's successor.

#### **IV. Roles of the Tenure Review Committee, Appropriate Vice President and College President**

##### Tenure Review Committee

Members of the Tenure Review Committee have an obligation to uphold the confidentiality of the tenure review process, uphold the principles of inclusivity, promote and respect diversity, and conduct fair and unbiased evaluations for the purpose of reaching a tenure decision. Training regarding the tenure review process and procedures will be provided to all committee members.

The Tenure Review Committee has the following responsibilities:

1. to follow the procedure outlined in this policy;
2. to meet with the contract faculty to review criteria and methods of evaluation and the timelines of the tenure review process;
3. to gather and review all data obtained by the various evaluation methods employed;
4. to meet with the contract employee to discuss evaluation results and develop a plan for professional growth;
5. to determine a tenure recommendation; and
6. to forward their recommendation to the appropriate Vice President.

The above activities will be coordinated by the chair with the support of the division dean.

##### Appropriate Vice President

The appropriate vice president shares the obligation to uphold the confidentiality of the tenure review process and the principles of inclusivity and academic freedom, to promote and respect diversity, to assure fair and unbiased evaluations for the purpose of reaching a tenure decision, and to maintain those educational principles which promote a quality faculty in his/her area of responsibility.

The appropriate Vice President has the following responsibilities:

1. to monitor and assure compliance with due process, District policy, timelines, and procedures;
2. to review the recommendation of the Tenure Review Committee for both process and substance;
3. to meet with the Tenure Review committee to discuss the difference of the committee, in the event that there is a split vote (2/2) of the Committee; and
4. to forward his/her own recommendation and that of the Committee to the College President.

##### College President

The College President shares the obligation

- to uphold the confidentiality of the tenure review process and the principles of inclusivity and academic freedom;
- to promote and respect diversity;
- to assure fair and unbiased evaluations for the purpose of reaching a tenure decision.

The College President has the following responsibilities:

1. to meet with the appropriate Vice President and the Tenure Review Committee if there is disagreement between the Vice President and the Committee;
2. to meet with all parties in the tenure review process if the President disagrees with the appropriate Vice President and Tenure Review Committee;
3. to notify the Committee, the Vice President, and the evaluatee of the final recommendation; and
4. to make the final recommendation via the Chancellor to the Board to award or deny tenure.

## V. Procedures

Tenure recommendations shall be linked to rigorous evaluation in the first four years of employment. Probationary faculty will be evaluated each of the four years even though a single contract covers the third and fourth years. Criteria and methods of evaluation shall conform to those for regular faculty with the following exceptions:

1. Student questionnaire, peer observation, division dean observation, and faculty portfolio shall be mandatory;
2. In the first year of employment, performance of the contract faculty's primary duties shall be the fundamental basis for consideration of continued employment.

The following methods will be required to evaluate faculty performance against the criteria stated in Section II:

1. Student Evaluation
2. Faculty Portfolio
3. Peer Observation
4. Division Dean Observation

Self-review is optional, at the request of the contract employee.

### Student Evaluation

A standard District questionnaire, approved by the AB 1725 Trust Committee, shall be used to gather information from students. In addition, an open-ended survey form, or small group instructional feedback or any other method mutually agreed upon by the contract employee and the Tenure Review Committee may be used. Except in rare cases where student evaluation is not practicable due to unusual circumstances, student evaluation will be routinely done to assess faculty/student relations, faculty/student communication and use of teaching methods.

### Faculty Portfolio

The contract employee shall supply a faculty portfolio, which includes current course syllabi, sample class materials, sample examinations, sample quizzes, if used, and an explanation of grading procedures. Additional materials may include written documentation of the following:

- a) departmental, college or professional activities
- b) new course/services development
- c) development of new teaching methods
- d) publications
- e) community service
- f) awards and honors
- g) outside evaluations conducted by experts and/or licensing agencies
- h) other

The information provided in a portfolio is confidential and may become part of the employee's personnel file. This portfolio information cannot be used outside the tenure review process without permission of the contract employee. Only current information (concerning activities of the past three years) will be considered in the tenure review process.

### Peer Observation

The faculty members of the Tenure Review Committee will observe and assess the performance of the contract employee. This assessment may take place in the classroom, at the service site, or through observation of videotapes of actual classroom presentations, counseling sessions, etc. They will meet and review their observations and recommendations with the employee being evaluated. They will take into consideration any self-evaluation which the employee may provide, particularly his/her explanation of how the events observed by

his/her evaluators relate to the goals and objectives of his/her professional activities, before they formulate a written report of their individual judgments of the employee's performance.

#### Division Dean Observation

The division dean or designee (academic supervisor) will observe and assess the performance of the contract employee. This assessment may take place in the classroom, at the service site, or through observation of videotapes of actual classroom presentations, counseling sessions, etc. Audiotapes may be used in special circumstances with the approval of the Tenure review Committee. The division dean or designee will meet and review his/her observations and recommendations with the employee being evaluated. The dean will take into consideration any self-evaluation which the employee may provide, particularly the faculty member's explanation of how the events observed by the evaluator relate to the goals and objectives of the his/her professional activities, before the dean formulates a written report of his/her individual judgment of the employee's performance. A written report of the observation will be part of the committee documentation. In addition, the division dean may submit to the committee any other information relevant to the employee's fitness for service.

#### Self-Assessment

The contract employee may request to provide a self-assessment of her/his performance as measured against the criteria stated in Section II.

## **VI. Timelines**

The Division Dean, immediately after the hiring of a tenure track faculty member will, in consultation with the Academic Senate President, initiate the process to establish the committee that will conduct the tenure review process for that hire. In the first two years, the following timelines are suggested for committees to complete their review and make recommendations in a thoughtful and timely manner.

### Weeks 1-4 of the Academic Year

1. Tenure Review orientation is held for all committee members.
2. The committee meets with the contract employee to discuss the process format, objectives, timelines and expectations.
3. The committee establishes a work schedule.
4. The contract employee submits beginning documentation for the faculty portfolio.

### Weeks 5-12 of the Academic Year

1. Observations are made by all committee members, preferably no more than two members per visit. Post-visit discussions between committee members and the contract employee are to be held within one week of the observation. This activity is to be completed by the end of the tenth week of the semester.
2. Written reports of the findings of all observations are to be prepared by each committee member.
3. Student evaluation is to be conducted by the tenth week of the semester with written summaries completed by the twelfth week of the semester.
4. If the contract employee selects the self-evaluation method, he/she is expected to submit a written self-evaluation by the twelfth week.

### Weeks 13-17 of the Academic Year

1. The committee meets to review the results of the evaluation process. Additional information may be requested by the committee or the evaluatee at this time.
2. The committee reaches its recommendation and, if the contract employee is to continue in service the following year, develops with the employee a professional activity plan.
3. A written report of the committee's findings and recommendations is completed by the fifteenth week of the semester.
4. The committee or designated committee representatives meet with the contract employee to inform her/him of the committee's recommendations.
5. Documentation of the process and its procedures is made available for review if required.
6. The recommendation of the Tenure Review Committee is submitted to the appropriate Vice President, and subsequently to the College President, the seventeenth week of the academic year.

The same timeline is suggested for weeks 1-12 of the third year. As there is no formal recommendation made during the third year, the only required activities for weeks 13-17 will be those of Step 1:

“The committee meets to review the results of the evaluation process. Additional information may be requested by the committee or the evaluatee at this time.”

In the fourth year, the entire timeline suggested for the first and second year should again apply.

## **VII. Tenure Review Options and Due Process**

Although the law allows, in extraordinary cases, for the granting of tenure before the contract faculty member's fourth year of employment, the usual time required is four years.

The Tenure Review Committee will forward completed materials and their recommendation to the appropriate Vice President by February 15.

During the contract employee's first year, the Tenure Review Committee normally has two recommendation options:

1. Not enter into a contract for the following academic year.
2. Enter into a contract for the following academic year.

During the contract employee's second year, the Tenure Review Committee normally has two recommendation options:

1. Not enter into a contract for the following academic year.
2. Enter into a contract for the following two years.

During the contract employee's fourth year (before the end of the third contract), the Tenure Review Committee normally has two recommendation options:

1. Not enter into a contract for the following academic year.
2. Award tenure.

### **Right to Grievance**

The probationary faculty member is employed for the first and second years by two one-year contracts. If the committee recommends non-renewal for either year, the faculty members has the right to file a grievance, but such grievance must be based solely on a claim of misinterpretation and/or misapplication of procedural aspects of this policy.

The probationary faculty is employed for the third and fourth years by a single two-year contract. If the committee recommends denial of tenure during the fourth year, the faculty members has the right to file a grievance on any of the above grounds as well as on a claim that the decision was "unreasonable."

Individuals may pursue their grievances over non-renewal of a contract on their own. The exclusive bargaining agent has no "duty of fair representation" with respect to these grievances.

The grievance procedure is contained in the contract between the Board of Trustees of the San Mateo County Community College District and the San Mateo Community College Federation of Teachers, AFT Local 1493, AFL-CIO.

## **VIII Guidelines for Tenure Review Committee**

1. Contract faculty must be informed as to what is expected of them during their probationary service.
2. If performance weaknesses are observed in the contract faculty, those weaknesses must be specifically identified to the probationary employee.
3. At the end of each contract, if a decision is made to retain an employee with observed weakness, a constructive process must be established to assist the employee to meet expectations.
4. Specific suggestions detailing precisely what an employee needs to do to meet expectations must be identified in a timely fashion.
5. A procedure must be established for regular, continuing evaluation of probationary faculty, so that probationary faculty understand how they are doing throughout their service.
6. Tenure decisions can only be based upon legitimate criteria.
7. Decisions cannot be based upon factors unrelated to performance of the employee's job.
8. Reviewers must strive to maintain objectivity and ensure that decisions regarding tenure do not contravene established principles of academic freedom.
9. Decisions cannot be based upon any political criteria, nor can they be made arbitrarily, capriciously or unreasonably.

**Evaluation Summary  
(Non-Classroom Contract Faculty)**

Evaluatee: \_\_\_\_\_ Semester/Year: \_\_\_\_\_

College: \_\_\_\_\_ Division: \_\_\_\_\_ Div Admin: \_\_\_\_\_

**I. EVALUATION METHOD(S) USED:**

- \_\_\_\_\_ Administrator Assessment
- \_\_\_\_\_ Self-Assessment
- \_\_\_\_\_ Peer Observation
- \_\_\_\_\_ Other (specify): \_\_\_\_\_

Based upon the above-stated sources, which are documented, and on file in the Division office, the following recommendations are hereby made for the Contract status faculty member:

**Satisfactory:** (check one below. See attached for comments regarding this recommendation)

- \_\_\_\_\_ Recommended for Contract II
- \_\_\_\_\_ Recommended for Contract III/IV
- \_\_\_\_\_ Recommended for Tenure (Regular) Status

**Unsatisfactory** (see attached for comments regarding this recommendation)

- \_\_\_\_\_ Not recommended for reemployment

**SIGNATURES: TENURE REVIEW COMMITTEE**

_____	(Chair)	Date: _____
_____		Date: _____

In signing this Evaluation Recommendation Form, the employee acknowledges having seen and discussed the complete report. The employee's signature does not necessarily indicate agreement with the conclusions of the evaluation.

I have participated in my Evaluation Review, have discussed it with the Committee, and have received copies of all related materials.

\_\_\_\_\_ on \_\_\_\_\_  
(faculty member signature) (date)

Copies of all documents pertaining to this employee's evaluation will be placed in his/her official personnel file. The employee has a right to respond. If the employee chooses to do so, he/she may submit a response to this report, in writing, to the committee within ten (10) working days from the date of this report. That copy will be attached and filed in the employee's official personnel file.

**Evaluation Summary**  
**Classroom Contract Faculty**

College: \_\_\_\_\_ Division: \_\_\_\_\_  
Academic year of evaluation \_\_\_\_\_ Semester: \_\_\_\_\_  
Name of the Contract Faculty: \_\_\_\_\_

This faculty member has been evaluated according to District policies in the following ways:

- \_\_\_\_\_ Student Evaluation
- \_\_\_\_\_ Faculty Portfolio
- \_\_\_\_\_ Peer Observation
- \_\_\_\_\_ Division Dean Observation
- \_\_\_\_\_ Self-Assessment
- \_\_\_\_\_ Other Options (specify)

Based upon the above-stated sources, which are documented and on file in the Division office,  
\_\_\_\_\_ receives a recommendation of:  
\_\_\_\_\_ (faculty member)

- \_\_\_\_\_ Satisfactory
  - \_\_\_\_\_ Recommended for Contract II
  - \_\_\_\_\_ Recommended for Contract III
  - \_\_\_\_\_ Recommended for Tenure
- \_\_\_\_\_ Unsatisfactory (see attached reasons for this recommendation)
  - \_\_\_\_\_ Recommended for non-rehiring

**SIGNATURES OF THE TENURE REVIEW COMMITTEE MEMBERS:**

_____	(Chair)	Date _____
_____		Date _____
_____		Date _____
_____		Date _____

In signing this Evaluation Recommendation Form, the employee acknowledges having seen and discussed the complete report. The employee's signature does not necessarily indicate agreement with the conclusions of the evaluation.

I have participated in my Evaluation Review, have discussed it with the Committee, and have received copies of all related materials.

\_\_\_\_\_ on \_\_\_\_\_  
(faculty member signature) (date)

Copies of all documents pertaining to this employee's evaluation will be placed in his/her official personnel file. The employee has a right to respond. If the employee chooses to do so, he/she may submit a response to this report, in writing, to the committee within ten (10) working days from the date of this report. That copy will be attached and filed in the employee's official personnel file.

## **EVALUATION PROCESS: Implementation Guidelines for Regular Classroom Faculty**

The following process will be used for the evaluation of all **regular**, classroom faculty.

### **ORGANIZATION**

#### **One Evaluation Guidance Committee for Each College**

**Purpose:** To provide all participants with guidance and training; serves as appeal board in the evaluation process.

**Composition:** Three members: the presidents (or designees) of AFT, Academic Senate, and the College

It is the responsibility of the Evaluation Guidance Committee to guide the evaluation process of the College and to resolve issues that arise during the evaluation process. The Committee's decisions are considered final (except that they do not replace the normal grievance procedures available to all faculty under the AFT/District collective bargaining agreement). At any time, any one of the participants in the process (Peer Review Committee member, Peer Observer, Dean, Evaluatee) can seek assistance from the campus Evaluation Guidance Committee.

It is also the responsibility of the campus Evaluation Guidance Committee to provide orientation to all participants (including Evaluatees) and specific training to Peer Review Committees, Peer Observers, Deans and Vice Presidents. These orientation and training activities will be coordinated throughout the District so as to be consistent from campus to campus. Orientation and training will be an ongoing activity. The more experienced the participants, the more they will have to share with each other about how to conduct evaluations in a positive, constructive, and fair manner.

#### **One Peer Review Committee for Each Division**

**Purpose:** To conduct evaluations and make recommendations for all **regular**, full-time faculty in the division who are scheduled for evaluation.

**Composition:** Three to five **regular** faculty members (number depends on size of division and number of evaluations, diversity among group); group is recommended by division faculty and approved unanimously by the Evaluation Guidance Committee; the Peer Review Committee will be reasonably representative of academic disciplines in the division and will be reasonably representative of the gender and ethnic diversity of the student population. The committee will select its own chair who will be responsible for scheduling and conducting meetings and communicating with others in the process.

Some divisions may have difficulty assembling a committee that meets the desired level of diversity. In such cases, the Dean should seek review and advice from the campus Evaluation Guidance Committee. That committee may recommend proceeding without the desired diversity or may recommend that volunteers be sought outside the division.

### **PROCEDURES**

#### **Evaluation Procedures:**

Faculty will be evaluated at least once every three years. The type of evaluation will alternate between Standard and Comprehensive as described below. A newly tenured faculty member will start with a Comprehensive evaluation three years after completing tenure review. To start the alternating cycle of evaluations for all other faculty, approximately half will start with a Standard evaluation and the other half with a Comprehensive evaluation. Each division will use a lottery method to determine who receives which type of evaluation when they are next evaluated. The evaluation process will consist of the following:

### **Standard Evaluation:**

- A member of the faculty will conduct a student survey, using instructions listed in the Directions for Administering Student Survey. Standard questionnaires will be completed in each course that represents a separate preparation for the Evaluatee—normally, with a minimum of three sections total. Results of the survey will be tabulated electronically by District ITS. The division Dean will be responsible for the typing or the voice recording of the student comments for the Committee.
- The Dean will complete the Dean's Assessment of Non-Teaching Responsibilities form.
- The Evaluatee will complete the Faculty Assessment form.

### **Comprehensive Evaluation:**

- All inputs of Standard Evaluation as described above, plus
- Evaluation by a single peer consisting of (1) completion of a Class Observation form; and (2) a review of Evaluatee's portfolio assembled according to guidelines listed in Portfolio Information form. The Peer Observer will be jointly selected by the Evaluatee and Dean. If the Evaluatee and Dean cannot agree on a mutually acceptable observer, the selection will be made by the Peer Review Committee.

### **Peer Observation:**

A minimum of one class meeting will be observed. Additional observations may be requested by the Evaluatee, observer, or Dean; however, approval by the Peer Review Committee is required for additional observations. The Observer and Evaluatee will mutually agree on an appropriate window of time (e.g., two weeks), during which the observer will visit the class. The Observer will not participate in class activity and will try not to disrupt the class in any way.

Ordinarily, the Observer will make only limited comments after an observation (e.g., "I enjoyed sitting in on your class." "Thanks for letting me observe")—preferring to wait for all of the observations (if more than one) to be completed and to have sufficient time to organize his/her thoughts and possible suggestions for improvement. However, an Observer may ask the Evaluatee to explain or clarify why he/she did certain things in class—or to clarify the subject matter presented (e.g., "Is it correct to assume that most of what you were doing today was review?"; "I noticed that several students came in late. What are the expectations about attendance and what have you told your students about the consequences about being absent or late?")

The Peer Observer will meet with the Evaluatee to discuss the observations and portfolio before submitting his/her findings to the chair of the Peer Committee. The Evaluatee may record any unresolved disagreement with the Observer's evaluation on the Report of Peer Observation and Portfolio Review.

**Portfolio:** The intent of the portfolio is to assist the Peer Observer in understanding the instructional methodologies being employed in the courses currently taught by the Evaluatee. It should be a relatively simple task for the Evaluatee to assemble sample copies of tests, syllabi, class project descriptions, and key handouts.

The Peer Observer uses the Report of Peer Observation and Portfolio Review form to record his/her findings. When the form is completed, the Observer will forward the form to the chair of the Peer Review Committee (along with any written response received from the Evaluatee).

### **Follow-up Comprehensive Evaluation**

If either a Standard or Comprehensive evaluation results in a rating of "unsatisfactory," a Comprehensive evaluation is scheduled for the next academic year. If that evaluation also results in a rating of "unsatisfactory," then a more thorough evaluation is done the following year according to the same procedures as specified for a second year tenure review process. If that evaluation is "unsatisfactory," referral of the matter will be made to the appropriate Vice President for suitable action.

It is anticipated that having one year between unsatisfactory evaluations allows the Evaluatee sufficient time to receive coaching from the Dean or mentoring from a peer and to initiate improvements.

The division Dean or the Evaluation Guidance Committee may recommend a mentor (someone who is not part of the evaluation process) to assist the Evaluatee in putting together a portfolio, making improvements recommended in a prior evaluation, etc. One very important goal of evaluation is professional development through feedback from clients and peers. Mentoring is one way to accomplish this goal. A mentor is selected by the Evaluatee with the guidance of the Dean or Committee.

### **Evaluation Sequence**

- At the beginning of Fall semester, the Dean determines who is scheduled for evaluation during the year.
- Division faculty and the Dean recommend divisional faculty who will serve on Peer Review Committee.
- Evaluation Guidance Committee approves recommendations by divisional faculty.
- Evaluation Guidance Committee provides training for new Peer Review Committee members and orientation for Evaluatees.
- Peer Review Committee selects a chair, establishes its schedule of work, notifies Evaluatees, arranges for conduct of student evaluations (Division Office secures forms), requests assessments from Dean and Evaluatees.
- Peer Observer is agreed upon by Dean and Evaluatee if evaluation is comprehensive.
- Completed student questionnaires are forwarded via Division Office for processing (electronic tabulation of marked responses, recording of written comments); Division Office returns processed responses to Peer Committee.
- During Spring semester, Peer Review Committee gathers all evaluation materials and deliberates.
- Either the evaluatee or the Peer Review Committee may request a meeting of both parties to discuss the final evaluation summary.
- Peer Review Committee prepares evaluation summary and submits results to appropriate Vice President on the Evaluation Summary form, which indicates whether or not the evaluation is satisfactory and states any commendations and recommendations from the Peer Review Committee to the Evaluatee.
- Vice President reviews materials and forwards copies to: Evaluatee, Evaluatee's personnel file, and Dean.
- Dean records results and schedules next evaluation, confers with Evaluatee as needed.

### **Dean's Role**

Faculty evaluation is essentially a peer process. For that reason, the Dean's role is somewhat limited. The Dean initiates the process of selecting peer evaluators and identifies those who need to be evaluated. The Dean assists the Peer Evaluation Committee by ensuring that student questionnaires are tabulated and that written comments are recorded. The Dean provides a written assessment of the Evaluatee, focused primarily on non-teaching responsibilities such as committee work and professional development activities. If substantive praise or complaints have been received from students and/or peers, the Dean reports that when completing the assessment form.

In all cases, it is expected that the Dean will function as a "coach," helping faculty do their best. If evaluations are positive, he/she ensures proper recognition. If evaluations are weak, he/she tries to help the faculty member make needed improvements.

In appropriate cases, disciplinary or nonrenewal procedures may be undertaken by the administration independent of the evaluation process.

## PORTFOLIO INFORMATION

For each distinctly different course you are currently teaching, please provide examples of materials you have prepared:

1. Course syllabus, including description of grading policy, textbook (title, author, publisher and date) and description of supplemental material used in course such as computer software used in lab and student guide.
2. Sample quiz(es), mid-term(s), and final examination.
3. Key information handouts.
4. Assignments (e.g., typical assignments, key projects).
5. Other information you feel should be included to adequately describe the instructional strategies employed in the course. Be brief.

### CLASS OBSERVATION

Instructor: \_\_\_\_\_ Evaluator: \_\_\_\_\_

Class/Section: \_\_\_\_\_ Date: \_\_\_\_\_ Scheduled Time: \_\_\_\_\_

Type of Class Observed (e.g., lecture, lab, demonstration, performance) \_\_\_\_\_

Number of Students Attending: \_\_\_\_\_ Time Class Began: \_\_\_\_\_

Note to Observer: Please review the course outline and description kept in the Division Office and the catalog description PROIR to your observation. Describe precisely and evaluate the student contact observation, attaching additional sheets if necessary. Subject Matter Covered (e.g., the primary subject matter focused upon during the session): \_\_\_\_\_

Teaching performance: To determine whether the instructor gives evidence of mastery of subject matter and demonstrates proficiency in teaching ability.

Rated section	A	B	C	Comments
1. Method(s) of instruction (e.g., lecture, discussion, tutorial, seminar, demonstration, or a combination of methods):				
2. Knowledge of subject matter (e.g., does the instructor show awareness of recent developments and researching the field; does the instructor show a sufficient understanding of the technical aspects of the field; does the instructor demonstrate a command of facts as well as interpretations of the material?):				
3. Appropriateness of subject matter (i.e., does the subject matter relate to and contribute to the course objectives, as outlined in the college catalog and official course outline?):				

Rating Key: A. Satisfactory

B. Needs Improvement

C. Not Enough Information/Not Applicable

Rated section	A	B	C	Comments
4. Appropriates of assignments (i.e., is the work assigned during the observed class period commensurate with students' ability and the objectives of the course?):				
5. Evidence of subject matter organization (e.g., has the instructor used the class period efficiently; has the instructor designed the lesson in a logical manner so that the objectives are clear and logical?):				
6. Evidence of preparation (e.g., has the instructor provided necessary material for the class in an organized fashion; has the in instructor anticipated students' questions about materials?):				
7. Forms of instructional delivery (e.g., does the instructor appropriately and effectively use educational facilities [such as the board or seating arrangements], visual or audio aids, or other forms of technology; are teaching aids current?):				
8. Personal form of delivery (e.g., does the instructor speak clearly and modulate the pace of his or her speech appropriately; does the instructor show enthusiasm for the subject matter and the students through physical movement and speech?):				
9. Evidence of creativity (i.e., has the instructor attempted to present the subject matter imaginatively in a way that engages students and increases their mastery of the lesson?):				

Rating Key: A. Satisfactory

B. Needs Improvement

C. Not Enough Information/Not Applicable

Rated section	A	B	C	Comments
<p>10. Communication with students (e.g., does the instructor listen to the students; does the instructor answer questions clearly, pursuing discussion to ensure students' understanding; does the instructor encourage all students to participate in discussion and to express divergent opinions; is the climate conducive to promoting respect and confidence among the students and among the instructor and students; does the instructor encourage equal participation among students, regardless of ethnicity, cultural background, age, gender and lifestyle?):</p>				
<p>11. Critical thinking skills (i.e., does the instructor stimulate critical thinking by presenting material inductively or otherwise promoting independent thinking and the precise evaluation of ideas or principles?):</p>				

Rating Key: A. Satisfactory

B. Needs Improvement

C. Not Enough Information/Not Applicable

**REPORT OF PEER OBSERVATION AND**

**PORTFOLIO REVIEW**

Person being evaluated: \_\_\_\_\_ Sem/Year: \_\_\_\_\_  
Print: Last name, first name

**PORTFOLIO REVIEW**

The portfolio review indicates that the following items were present:

- \_\_\_\_\_ Course syllabi, including description of grading policy, textbook and supplemental material
- \_\_\_\_\_ Sample quizzes, tests
- \_\_\_\_\_ Key information handouts
- \_\_\_\_\_ Typical assignments, key projects
- \_\_\_\_\_ Other (explain) \_\_\_\_\_

These portfolio materials are: Satisfactory: \_\_\_\_\_ Unsatisfactory: \_\_\_\_\_

Comment:

**OBSERVATION REPORT**

The following comments are offered regarding my observation of the evaluatee's performance.

COMMENDATIONS:

RECOMMENDATIONS:

COMMENTS OF THE EVALUEE:

I have met with the Evaluatee and discussed the results of my Observation and Portfolio Review.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Peer Observer

EVALUEE RESPONSE

I have met and discussed the Observation and Portfolio Review with the Peer Observer and

\_\_\_\_\_ AGREE with the Peer Observer's Observation and Portfolio Review

\_\_\_\_\_ DISAGREE with Peer Observer's Observation and Portfolio Review. An explanation is attached.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Evaluatee



## DEAN'S ASSESSMENT OF NON-TEACHING RESPONSIBILITIES

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1. Constructive participation in division and department meetings and other activities related to area of responsibility:
2. Constructive participation in college-wide shared governance committees:
3. Complete, accurate, and timely submission of grades and other information for which he/she is responsible:
4. Respect given instructor by colleagues and students:
5. General conduct of all professional responsibilities:

## DIRECTIONS FOR ADMINISTERING STUDENT SURVEY

### To faculty member being evaluated:

The survey will take students approximately 10-15 minutes to complete. You will be asked to leave the room during this time.

### To person conducting survey:

Please read the following statement to students before they begin their response to the survey:

All faculty are evaluated periodically and your instructor is being evaluated this semester. The opinions of students in this class are an essential part of the evaluation.

Evaluation is a valuable process for the instructor, the college, and future students. The intent is to assure teaching quality and professional growth by providing a useful assessment of performance. Therefore, please take time to answer each question thoughtfully and candidly. Your answers should be for this instructor and for this class only.

In answering the Scantron questionnaire, write the name of the class, the instructor's name, and today's date at the top of the form. Use a #2 pencil to respond to the numbered items 1 through 20 for marking ALMOST ALWAYS, SOMETIMES, ALMOST NEVER or NOT APPLICABLE as appropriate for this class. In addition, use the back of the questionnaire to write your responses to questions A, B, and C.

Do not put your name on the form. The questionnaire is anonymous and the responses and comments will be typed before being shared with the instructor.

THANK YOU.

**FACULTY EVALUATION REPORT**

Academic Year of Evaluation: \_\_\_\_\_ Standard  Comprehensive

Instructor: \_\_\_\_\_ Division: \_\_\_\_\_

This instructor has been evaluated according to district policies in the following ways:

- Peer Observation
- Student Questionnaire
- Self-evaluation
- Portfolio
- Other (specify) \_\_\_\_\_

Based upon the above stated sources, which are documented and on file in the Division Office, it is recommended that \_\_\_\_\_

*(Instructor's Name)*

Continue in current status. Next evaluation \_\_\_\_\_ *Standard / Comprehensive*  
*(academic year) (circle one)*

Evaluation during \_\_\_\_\_ required for the following deficiencies:  
*(academic year)*

Peer Committee: \_\_\_\_\_ Date: \_\_\_\_\_  
 \_\_\_\_\_ Date: \_\_\_\_\_  
 \_\_\_\_\_ Date: \_\_\_\_\_  
 \_\_\_\_\_ Date: \_\_\_\_\_

Minority Report  Yes (attached)  No

Division Dean: \_\_\_\_\_ Date: \_\_\_\_\_  
Comments attached.

I **AGREE / DISAGREE** with the decision contained in this report.  
*(circle one)*

Instructor: \_\_\_\_\_ Date: \_\_\_\_\_  
Comments attached

Vice-President: \_\_\_\_\_ Date: \_\_\_\_\_

## EVALUATION SUMMARY

For: \_\_\_\_\_ Year \_\_\_\_\_ Type of Eval: \_\_\_\_\_  
Evaluatee's Name (Last, first) (Standard, Comprehensive)

The Peer Review Committee for the \_\_\_\_\_ Division at \_\_\_\_\_ College has reviewed all evaluation materials for the evaluatee and, after careful deliberation, rates the professional performance of the evaluatee as follows:

- \_\_\_ SATISFACTORY  
\_\_\_ UNSATISFACTORY

The Peer Review Committee makes the following Commendations, Recommendations to the evaluatee:

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Chair, Peer Review Committee

This Evaluation Summary has been received by me, reviewed for completeness, and forwarded to the Vice Chancellor of Human Resources for placement in the evaluatee's personnel file. Copies have also been delivered to the evaluatee and to the division dean.

The next evaluation for the evaluatee should take place: Year: \_\_\_\_\_  
The next evaluation should be: \_\_\_\_\_  
Standard, Comprehensive, Tenure Review

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Vice President

## **Evaluation Process Regular Non-Classroom Faculty**

### **ORGANIZATION**

#### **Evaluation Guidance Committee (One per College)**

**Purpose:** Provide all participants with guidance in the evaluation process  
Provide all training for the evaluation process  
Serve as an appeal board whose decisions are final but do not preclude grievance procedures contained in the collective bargaining agreement

**Composition:** Three members—the presidents (or designees) of AFT, Academic Senate, and College

#### **Responsibilities:**

1. Oversee the evaluation process of the College.
2. Approve the membership and composition of divisional Peer Review Committees.
3. Resolve issues that arise during the evaluation process.
4. Provide on-going orientation and training activities to ensure a consistent, constructive, and fair evaluation process.

#### **Peer Review Committee (One per Division)**

**Purpose:** Coordinate the evaluation process for the Division  
Make evaluation recommendations

**Composition:** Three to five regular full-time faculty recommended by Division faculty and unanimously approved by the Evaluation Guidance Committee. Reasonable representation of assignments within a division, gender, and ethnic diversity of the student population will be sought. If reasonable representation cannot be obtained, the responsible administrator will seek the advice of the Evaluation Guidance Committee regarding composition of the Peer Review Committee.

**Exception:** For Librarians, the Peer Review Committee will be a district-wide committee. It will report to the Evaluation Guidance Committee at the evaluatee's home campus, and it will have the following composition:

1. One SMCCCD Librarian (rotated among the regular full-time librarians)
2. One classroom faculty from the evaluatee's home campus
3. One Peninsula Library System Librarian or a second faculty member from the evaluatee's home campus.

#### **Responsibilities:**

1. Select a chairperson who is responsible for scheduling and conducting meetings, communicating with others involved in the evaluation process, and receiving all relevant forms and information from participants.
2. Select a peer observer if the evaluatee and responsible administrator cannot mutually agree upon a selection.
3. Decide on the number, location, and timing of observations if the evaluatee and peer observer cannot mutually agree upon a plan.
4. Review all documentation and make an evaluation recommendation for each evaluatee.
5. Consult with the Evaluation Guidance Committee.
6. Complete an "Evaluation Summary" form for each evaluatee and forward it to the appropriate Vice President.

## **Responsible Administrator**

### Responsibilities:

1. Initiate the process of selecting members of the Peer Review Committee.
2. Identify those scheduled for evaluation.
3. Consult with the Evaluation Guidance Committee.
4. Oversee the distribution and tabulation of standard questionnaires.
5. Complete the “Administrator’s Assessment of Professional Responsibilities” form.
6. Follow through with evaluatees at the end of an evaluation to ensure recognition for positive results or assistance and support to make needed improvement.

## **Peer Observer**

Selection: The evaluatee and the responsible administrator will select one peer observer. If agreement cannot be reached on a mutually acceptable peer observer, the Peer Review Committee will make the selection.

### Responsibilities:

1. Review the Portfolio.
2. Conduct a minimum of one observation of the evaluatee performing her/his professional assignment.
3. Complete the “Peer Observation Report” form including commendations, recommendations and comments.
4. Discuss the findings with the evaluatee.
5. Submit the Report to the Peer Review Committee.

## **Procedures**

Faculty will be evaluated at least once every three years. Evaluation will alternate between the following types.

Standard Evaluation includes:

1. Questionnaires distributed to individuals who directly receive the services of the evaluatee
2. Assessment by the responsible administrator
3. Self-assessment

Comprehensive Evaluation includes:

1. Questionnaires distributed to individuals who directly receive the services of the evaluatee
2. Assessment by the responsible administrator
3. Self-assessment
4. Peer observation
5. Portfolio

Follow-up Comprehensive Evaluation (when any evaluation results in a rating of unsatisfactory) includes:

1. Questionnaires distributed to individuals who directly receive the services of the evaluatee
2. Assessment and observation by the responsible administrator
3. Self-assessment
4. Peer observation
5. Portfolio

Questionnaires: A standard questionnaire will be used to survey individuals who directly receive services. Alternative survey methods may be used at the request of an individual or a department *if* approved by the Peer Review Committee and the Evaluation Guidance Committee. Results of the standard questionnaire will be tabulated electronically and written comments will be typed or voice recorded for the evaluatee and Peer Review Committee. The responsible administrator is accountable for the distribution and summary of standard questionnaires.

**Administrator Assessment:** The responsible administrator will complete the “Administrator’s Assessment of Professional Responsibilities” form and provide it to the Peer Review Committee.

**Self-Assessment:** The faculty member will complete the “Faculty Self-Assessment” form and provide it to the Peer Review Committee.

**Peer Observation:** The peer observer and evaluatee will mutually agree on an appropriate window of time during which the observation will take place. The peer observer will not participate in any activities undertaken by the evaluatee during the observation session. Permission will be requested and received from a student in any situation in which confidentiality is of a concern. The peer observer will complete the “Peer Observation Report” form and provide it to the Peer Review Committee.

Ordinarily the peer observer will refrain from evaluative comments or suggestions until all observations have been conducted and the peer observer has had sufficient time to organize her/his thoughts, comments, and possible suggestions for improvement. However, the peer observer may ask the evaluatee questions for clarification immediately following an observation. The peer observer will discuss her/his findings with the evaluatee. The evaluatee may record any unresolved disagreement with the peer observer’s findings and evaluation and attach that record to the report form prior to it being submitted by the peer observer to the Peer Review Committee.

**Portfolio:** Due to the variety of non-classroom faculty assignments, the portfolio is the means for the evaluatee to present materials relevant to her/his assignment(s). Sample materials could include key information handouts, brochures, flyers, relevant letters/memos, committee assignments, special projects, worksheets, student educational plans, a brief (one page) description of the evaluatee’s assignment, etc. The intent of the portfolio is to assist the peer observer in understanding how the evaluatee conducts her/his professional duties.

**Follow-up Comprehensive Evaluation:** If any evaluation (standard or comprehensive) results in a rating of unsatisfactory, then a Follow-up Comprehensive Evaluation is conducted the next academic year. It is intended that the one year time frame allow the evaluatee sufficient time to receive assistance from the responsible administrator and/or mentoring from a peer and to initiate improvements in her/his performance. The responsible administrator or the Evaluation Guidance Committee may recommend someone who is not part of the evaluation process as the mentor.

If the first a Follow-up Comprehensive Evaluation results in a rating of satisfactory, then the faculty member returns to the regular evaluation cycle. If it results in a rating of unsatisfactory, a second a Follow-up Comprehensive Evaluation is conducted the next academic year. If the second evaluation results in a rating of unsatisfactory, referral of the matter is made to the appropriate Vice President for suitable action.

## **Evaluation Sequence**

1. At the beginning of the fall semester, the responsible administrator determines who is scheduled for evaluation during the academic year. To start the alternating cycle, a lottery method will be used to determine who receives which type of evaluation when they are next evaluated. A newly tenured faculty member will start with a Comprehensive Evaluation three years after completing tenure review.
2. Division faculty and the responsible administrator recommend members of the Peer Review Committee to the Evaluation Guidance Committee.
3. The Evaluation Guidance Committee approves the members of the Peer Review Committee.
4. The Evaluation Guidance Committee provides training for members of the Peer Review Committee and orientation for evaluatees.
5. The Peer Review Committee selects a chairperson, establishes its work schedule, and notifies all participants in the evaluation process.
6. The Peer Observer is selected.
7. The Peer Review Committee gathers all required evaluation materials and deliberates.
8. The Peer Review Committee makes recommendations and submits the results on an “Evaluation Summary Form” to the appropriate Vice President.
9. The Vice President reviews materials and forwards copies to the evaluatee, District Personnel Office, and the responsible administrator.
10. The responsible administrator records the evaluation results, schedules the next evaluation, and confers with the evaluatee as needed.
11. Disciplinary or non-renewal procedures may be undertaken independent of the evaluation process.

## **Administrator's Assessment of Professional Responsibilities**

Please assess in writing the performance of \_\_\_\_\_ in the following areas:

1. Participation in division and department meetings and other activities related to the area of professional responsibility.
2. Participation in shared governance activities.
3. Participation in professional growth activities.
4. Complete, accurate, and timely submission of paperwork, required reports and/or other information related to the area of professional responsibility and/or lead assignment.
5. Professional relationships with colleagues and students.
6. General conduct of professional responsibilities.
7. Substantive praise or complaints that have been received from students and/or peers.

Signature \_\_\_\_\_

Date \_\_\_\_\_

## Self Assessment

Please assess in writing your performance in the following areas:

1. Effectiveness in your assignment(s).
2. Relationships with students and colleagues.
3. Participation in department and division activities.
4. Participation in College/District activities.
5. Engagement in professional development related to your discipline, lead assignment, or area of growth.
6. Publications, presentations, and job-related community activities.
7. Awards, honors, external evaluations by experts and/or licensing agencies.
8. Other

Signature \_\_\_\_\_

Date \_\_\_\_\_

## Peer Observation Report

Evaluee \_\_\_\_\_ Semester/Year \_\_\_\_\_

### Portfolio Review Summary

Review included the following items:

The Portfolio materials are: \_\_\_\_\_ Satisfactory \_\_\_\_\_ Unsatisfactory  
Comments:

### Observation Summary

Location/Nature of Professional Duties:

Comments (including commendations and/or suggestions)

I have met with the evaluee and discussed the results of my observation and portfolio review.

Signature \_\_\_\_\_ Date \_\_\_\_\_

I have met and discussed the results of the peer observation and portfolio review with the peer observer.  
\_\_\_\_\_ I agree with the results \_\_\_\_\_ I disagree with the results and have attached my response.

Signature \_\_\_\_\_ Date \_\_\_\_\_

**Evaluation Summary**

Evaluee: \_\_\_\_\_ Evaluation Year: \_\_\_\_\_

Type of Evaluation: \_\_\_\_\_ (Standard, Comprehensive, Follow-Up)

**PART I:** (to be completed by the Peer Review Committee)

The Peer Review Committee for the \_\_\_\_\_ Division has reviewed all evaluation materials and, after careful consideration, rates the professional performance of the evaluee as:

\_\_\_\_\_ **Satisfactory**                      \_\_\_\_\_ **Unsatisfactory**

The Peer Review Committee makes the following commendations, recommendations, and/or comments to the evaluee (attach additional sheets if necessary):

Signature \_\_\_\_\_ Date \_\_\_\_\_  
Chairperson, Peer Review Committee

**PART II:** (to be completed by the Evaluee)

**RESPONSE TO EVALUATION:** (please complete and sign Part II, then return to Division administrator)

\_\_\_ I agree                      \_\_\_ I disagree with the overall rating of the evaluation.

**COMMENTS: (attach additional sheets if necessary)**

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
Evaluee

**PART III: (to be completed by the Vice-President or designee)**

This Evaluation Summary has been received and reviewed for completeness. Copies have been forwarded to the evaluee and responsible administrator. The original has been forwarded to the Vice Chancellor of Human Resources for placement in the evaluee’s personnel file.

The next evaluation should take place in \_\_\_\_\_, and should be \_\_\_\_\_.  
(Standard, Comprehensive, Follow-Up)

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
Vice President

### Directions for Completing a Questionnaire

All faculty are evaluated periodically. Your opinions and comments are an essential part of the evaluation process. Evaluation is valuable for the faculty member, the College, and future students. The intent of the process is to assure quality of services for students and professional growth for the faculty member by means of a comprehensive assessment of performance.

Please take time to answer each question thoughtfully, candidly, and specifically for this faculty member only. Write the name of the faculty member and today's date at the top of the Scantron form. Use a #2 pencil to mark your responses. For items 1 through 16, mark **STRONGLY AGREE, AGREE, DISAGREE, STRONGLY DISAGREE, or DOES NOT APPLY** as appropriate to your experience with this faculty member. Mark **YES** or **NO** for items 17 and 18. Respond in writing on the back of the Scantron form to questions A and B. **Do not put your name on the form.**

Please return the completed form to \_\_\_\_\_ by \_\_\_\_\_.

This questionnaire is anonymous, and all responses and comments will be typed and summarized before being shared with the faculty member.

Thank you for helping us to provide quality services for our students.

## **Evaluation Policy and Procedures For Adjunct Faculty**

### **General Consideration**

- The Board of Trustees, faculty and administration share a responsibility for the process of evaluating adjunct faculty.
- The evaluation process assures that quality instruction is taking place.
- The adjunct faculty evaluation process safeguards and assures the principles and practices of academic freedom as defined in District Rules and Regulations.
- The adjunct faculty evaluation process upholds the principles of inclusivity, equal access and opportunity, promotes diversity, and is fair and unbiased.
- The adjunct faculty evaluation process is conducted by full-time faculty and is an affirmative means for reviewing performance.
- The adjunct faculty evaluation process fosters open communication among participants in order to assure fairness and opportunity for success.

### **I. Purpose**

The adjunct faculty evaluation process should assure that students have access to the most knowledgeable, talented, creative and student-oriented faculty available.

The specific purposes of adjunct faculty evaluation are as follows:

- to recognize and acknowledge good performance;
- to enhance satisfactory performance and help employees who are performing satisfactorily further their own growth;
- to identify weak performance and help employees to achieve needed improvement; and
- to document unsatisfactory performance.

The adjunct faculty evaluation process should assure teaching quality and professional growth and development by providing a useful assessment of performance. The adjunct faculty have the academic freedom that all other members of the faculty have, and the adjunct faculty evaluation process should safeguard that basic right of the academic community.

## **II. Evaluation Criteria for Adjunct Faculty**

The following criteria will be used, as appropriate, to assess adjunct faculty performance. During the first year, evaluation will not emphasize the criteria listed under B (2) and B (5).

### **A. Student Relations**

In the performance of his/her professional duties, the adjunct faculty member:

1. responds to the educational needs of students by (a) answering questions clearly and following through to maximize student understanding; and (b) giving equal access and treatment to students regardless of ethnicity, cultural background, age, gender, and lifestyle, and by avoiding stereotypes;
2. demonstrates respect for the right of the student to hold and to express divergent opinions and demonstrates sensitivity to concerns of students; and
3. shows concern for student educational welfare by being available during office hours and answering questions with courtesy.

### **B. Professional Responsibilities**

The adjunct faculty member:

1. meets classes as set forth in the contract;
2. participates in department, college or other professional activities;
3. maintains ethical standards as outlined in the SMCCCD Academic Senate Statement of Professional Standards;
4. demonstrates commitment to and enthusiasm for the profession;
5. may participate in professional growth activities; and
6. maintains and submits appropriate records in accordance with District contract.

### **C. Performance by Classroom Faculty**

The adjunct faculty member:

1. is knowledgeable about subject matter;
2. is aware of recent, general developments/research in field;
3. demonstrates effective communication with students;
4. provides students with a clear statement of grading, attendance, examination policies, and other course requirements;
5. uses effective teaching methods appropriate to the subject matter;
6. uses appropriate testing and assessment techniques to measure students progress; and
7. shows evidence of meeting course objectives as outlined in the catalog and official course outline.

### **D. Performance by Adjunct Counselors, Librarians, and other Instructional and Student Services Faculty**

The adjunct faculty member:

1. is knowledgeable about assignment area/duties;
2. is aware of recent, general development/research in assigned area/duties;
3. demonstrates effective communication with students;
4. uses effective methods appropriate to the assignment area/duties; and
5. shows evidence of meeting objectives appropriate to the assignment area/duties.

### III. Evaluation Procedures and Methods

In the SMCCCD, adjunct faculty will be evaluated in the first semester of service. Thereafter, adjunct faculty shall be evaluated at least once every six (6) regular semesters. In accordance with District policy, the evaluation will be completed by the end of the semester in which it is begun.

The following methods will be used to evaluate adjunct faculty performance against the criteria stated in Section II.

#### Required:

1. Student evaluation

A standard District questionnaire, approved by the AB 1725 Trust Committee, shall be used to gather information from students. Except in rare cases, in which student evaluation is not practicable due to unusual circumstances, student evaluation will be required to assess faculty/student relations, faculty student communication, and use of teaching methods.

2. Adjunct faculty portfolio

The adjunct faculty shall supply a faculty portfolio, which includes current course syllabi, sample class materials, sample examinations, sample quizzes, if used, and an explanation of grading procedures. Additional materials may include written documentation of the following:

- a) departmental, college or professional activities
- b) new course/services development
- c) development of new teaching methods
- d) publications
- e) community service
- f) awards and honors
- g) outside evaluations conducted by experts and/or licensing agencies
- h) other

The information provided in a portfolio is confidential and may become part of the adjunct faculty's personnel file. This information cannot be disclosed to other employees without permission of the adjunct faculty. Only current information will be considered in this process (concerning activities of the past three years).

3. Performance assessment by peer evaluator

This assessment may take place in the classroom, at the service site, or viewing videotapes of actual classroom presentations, counseling sessions, etc.

#### Optional:

1. Adjunct faculty self-assessment

This information should describe the individual's goals and objectives and provide an explanation of how the events demonstrated during the performance assessment relate to those goals and objectives.

2. Performance assessment by Division Dean (at his/her own discretion or at the request of the peer evaluator or of the evaluatee). This assessment may take place in the classroom, at the service site, or viewing videotapes of actual classroom presentations, counseling sessions, etc.

## **IV. Role and Responsibility of Tenured Peer and Division Dean**

### Role of Peer Evaluator

As soon as possible after the hiring of a new adjunct faculty member, existing faculty in the discipline will assign one tenured discipline faculty to serve as the peer evaluator for that new hire. All permanent faculty members of the discipline constitute the initial pool of potential peer evaluators.

The tenured peer conducting the adjunct faculty evaluation has an obligation to uphold the confidentiality of the evaluation process, uphold the principles of inclusivity promote and respect diversity, and conduct fair and unbiased evaluations.

### Responsibilities of Peer Evaluator

1. to meet with the adjunct faculty, prior to the start of the process, to review evaluation criteria, methods, procedures, and timelines.
2. to conduct a performance assessment;
3. to administer, tabulate and summarize student questionnaires;
4. to meet with the adjunct faculty to discuss the results of the a) performance assessment and b) student questionnaires;
5. to review all additional data;
6. to prepare a written report of the assessment;
7. to meet with the adjunct faculty and division dean to discuss all evaluation materials and plans for professional growth;
8. to determine, with the division dean, a joint evaluation recommendation; and
9. to prepare and forward the recommendation to the appropriate Vice President.

### Role of Division Dean

The appropriate Division Dean shares the obligation to uphold the confidentiality of the adjunct faculty evaluation process and the principles of inclusivity and academic freedom, to promote and respect diversity, to assure fair and unbiased evaluations, and to maintain those educational principles that promote a quality faculty in his/her area of responsibility.

### Responsibilities of Division Dean

1. to monitor adjunct faculty evaluation to assure compliance with District policy timelines and procedures;
2. to conduct a performance assessment, at his/her own discretion or at the request of the peer evaluator or evaluatee, and to prepare a written report of the assessment, as appropriate;
3. to meet with the evaluatee following the (Dean's) performance assessment to discuss the results;
4. to present to, and discuss with, the peer evaluator any other information relevant to the evaluatee's fitness for service;
5. to meet with the adjunct faculty and peer evaluator to discuss all evaluation materials and plans for professional growth;
6. to determine, with the peer evaluator, a joint evaluation recommendation; and
7. to prepare and forward the recommendation to the appropriate Vice President.

## **V. Right to Grievance**

The adjunct faculty member has the right to file a grievance, but such grievance must be based solely on a claim of misinterpretation and/or misapplication of procedural aspects of this policy.

**Memorandum of Understanding between AFT Local 1493 and the SMCCCD, Article 13.4**

For the academic year 2005-2006 participants in a full semester leave will receive all fringe benefits and eight percent (80%) of their regular pay.

## **Memorandum of Understanding between AFT Local 1493 and the SMCCD: Distance Education**

Expanding student access, program need and faculty desire and preparation to teach a distance education course shall be the primary determining factors when the College decides to offer a course through distance education. There will be no reduction in force of faculty as a result of the College's participation in distance education. The parties agree that the use of such technology shall not be used to reduce, eliminate or consolidate faculty positions within the District.

### **Definition**

Distance Education means instruction in which the instructor and student are separated by distance and interact through the assistance of communication technology. A distance education course/section or session is defined as the use of technology utilized 51 percent or more of the time to deliver instruction during the course term and where the student and instructor are separated by distance. The delivery of instruction in the distance education modality can use the Internet, email, video and class lecture to deliver instruction (hybrid course). However, if the use of the combined mediated technology is 50 percent or less, or the student and instructor are not separated by distance, the course/section/session is considered a classroom-based traditional course/section/session. (State Chancellor's Office Regulations and Guidelines on Distance Education Section 55205)

### **Policy**

The colleges shall ensure that the distance education courses and programs comply with the Standards of Accreditation, Title 5 Standards of Curriculum and Instruction, and course outlines approved by the college curriculum committee. The referencing of the particular requirement listed in this policy does not imply that they are the only requirements of the principles that apply to distance education. This policy applies to degree and certificate programs and their courses.

### **Distance Education Advisory Committee (DEAC)**

The Distance Education Advisory Committee is comprised of representatives appointed by AFT, the District Academic Senate, and District Administration. The AFT will appoint three (3) members (one from each College). The Committee will make recommendations regarding issues concerning or related to information technology and technological change in the District/College. The Committee shall consider issues of technological change and in that context the future of distance education. Where there may be an impact on the terms and conditions of employment of members of the bargaining unit, such matters shall be referred to the AFT and District negotiating team for negotiation and resolution.

The DEAC shall consider and make recommendations on issues including the following:

- A. Policies and procedures relating to distance education in the District.
- B. District-wide distance education goals, long range planning policies and enrollment trends.
- C. How support services and training opportunities for faculty can be developed and enhanced.
- D. How communications respecting such matters as changes in available technology, support services and training opportunities can be improved.
- E. Policies respecting security and surveillance of electronic work activities such as e-mail and Internet access usage.

## **Faculty Training and Compensation**

The District and AFT agree that a faculty member interested in receiving District designated training in how to develop an on-line distance education course will receive training if it has been determined by the appropriate administrator that the training is appropriate, applicable and necessary. Upon completion of the training the faculty member will receive a stipend in the amount of \$1,500 for the equivalent of a twenty-five (25) hour training. A faculty member developing a new distance education course, or significantly restructuring an existing distance education course, shall receive, with prior approval of the appropriate administrator, funding to support educational development in the use of new technology not to exceed \$1,500. The funding shall be paid upon offering of the new or restructured course.

## **Copyright**

1. Ownership by faculty members. The copyrights to works created by faculty members will be owned by them, even if those works are created in connection with courses they teach or other duties they perform as faculty members, while they are employed by the District and in connection with their employment, unless the work is created under the circumstances described in paragraph 2.a. below.

2. Ownership by District. The District will own the copyright to works under the following circumstances:

a. Circumstances relating to substantial support by the District. The District will own the copyright to any work created with substantial support from the District. As used in this Article, “substantial support” means financial support over and above the cost of the faculty member’s normal compensation, office space, office computer, local telephone use, minimal office supplies and copy services. Substantial support would include extra compensation or the provision of reassigned time to create a work, the cost of providing secretarial, technical, legal or creative services specifically for the creation of work, as well as the cost or value of the use of expensive District equipment or facilities (such as professional film or recording studios).

b. Circumstances relating to the nature of the work. The District will also own the copyright to any work, such as a course outline, administrative policy, or information brochure that is formally reviewed by the District and becomes part of its curriculum, policies, or administrative or promotional literature.

## **Permitted uses**

1. Use of work when copyright is owned by the faculty member.

a. Uses by faculty member. The District acknowledges that faculty members may use works whose copyrights they own in any and all ways they may wish, including for example, authorizing the for-profit publication of such works in return for royalties paid solely to faculty members, subject only to the District’s non-exclusive license to use those works (set forth in paragraph E.1.b below) without any further authorization from the District.

b. Uses by District and College.

The District shall have, after obtaining the written consent of the faculty member who owns the work's copyright, a non-exclusive license to use the works whose copyrights are owned by faculty members in the following ways : (1) to reproduce such works (for example, by photocopying them, by duplicating computer disks on which they have been saved, or by installing them on computer networks); (2) to distribute such works (for example to students in classes); (3) to perform such works (for example, in classroom teaching, by webcasting, or by broadcasting); (4) to display such works (for example over the web); and (5) to create derivative works (for example companion materials or updated versions).

The District and its Colleges may do these things themselves, but neither the District nor its colleges may authorize others to do them, unless the District first obtains the written consent of the faculty member who owns the work's copyright.

## 2. Use of work when copyright is owned by District

a. Uses by District. Faculty members acknowledge that the District may use works whose copyrights the District owns in any and all ways it may wish, including, for example authorizing the for-profit publication of such works in return for royalties paid solely to the District, subject only to the non-exclusive license of the faculty member who created the work to use it (in the manner set forth in paragraph E.2.b below), without any further authorization from the faculty members who created those works.

b. Uses by faculty member. Faculty members shall have a non-exclusive license to use works they created, whose copyrights are owned by the District, in the following ways: (1) to reproduce such works (for example, by photocopying them, by duplicating computer disks on which they have been saved, or by installing them on computer networks); (2) to distribute such works (for example, to students in classes); (3) to perform such works (for example, in classroom teaching, by webcasting, or by broadcasting); (4) to display such works (for example, over the web); and (5) to create derivative works (for example, companion materials or updated versions). Faculty members may do these things themselves, but may not authorize them to be done by others, unless they first obtain the written consent of the District.

## **Compensation**

Full time faculty teaching on-line courses will be compensated in accordance with the regular full time faculty salary schedule. Part-time faculty who teach Distance Education courses shall be paid at the appropriate Lecture Rate or Laboratory Rate.

## **Assignment**

1. Assignment to teach a distance education course shall be based on program need, the faculty member's request, and the skills and abilities of the faculty member to teach via distance education. No faculty member shall be required to teach a distance education class.
2. Where feasible, a faculty member who has developed a distance education course will be given priority to teach the distance education section of the course in accordance with paragraph 1 above.
3. If a faculty member is assigned to teach a course that is cross-listed in both distance learning and face-to-face format, the faculty member will be compensated for teaching the two classes, i.e. cross listed classes taught

in distance and face to face formats will be compensated for teaching two classes and will not be counted as just one class, unless it is mutually agreed upon by the faculty member and responsible administrator to count it as one class.

### **Office Hours**

Faculty members teaching a course or courses in an online format during a given semester have the option to schedule “virtual” office hours during that semester that would count toward their total office hour obligation. The proportion of a faculty member's total hours that are scheduled as “virtual” office hours may be equal to the proportion of that faculty member's total units taught that are online courses. A “virtual” office hour in this context means an hour in which the faculty member is available for synchronous conferences or message exchange with students online. Such “virtual” office hours must be scheduled and noted in the faculty online syllabus and door card.

## **Faculty Evaluation**

Evaluation of instruction in a Distance Education course shall be in accordance with instructional evaluation provisions agreed to by the AFT, Academic Senate and administration. These provisions shall be developed through the joint Trust Committee made up of equal AFT, Academic Senate and administration representatives.