

TENTATIVE AGREEMENT

Between

**Chabot-Las Positas Community
College District**

and

**Chabot-Las Positas Faculty
Association**

July 1, 2022 – June 30, 2025

TENTATIVE AGREEMENT

**Between Chabot-Las Positas Community College
District and Chabot-Las Positas Faculty Association**

David D. Fouquet
President
Chabot-Las Positas
Faculty Association

Date

Wyman M. Fong
Vice Chancellor,
Human Resources
Chabot-Las Positas
Community College District

Date

Table of Contents

Tentative Agreement

2022 - 2025

Article 4	Faculty Association Rights
Article 8	Academic Calendar
Article 9	Working Conditions
Article 10	Workload
Article 12-1	Sabbatical Leave of Absence
Article 14	Contract (Untenured) Faculty Evaluation
Article 15	Regular (Tenured) Faculty Evaluations
Article 18	Part-time Faculty
Article 19	Distance Education (NEW ARTICLE)
Article 20	Employee Benefits
Article 21	Salaries
Article 22	Faculty Service Areas
Article 26	Enrollment Management
Article 29	Professional Development
Form	Assignment Preference Form: Part-Time Faculty
Form	Evaluation: Observation of Instruction Form – Face to Face Class
Form	Evaluation: Observation of Instruction Form – Online Class
Form	Evaluation: Mental Health Counseling Faculty Evaluation Form Student Survey (NEW FORM)
Form	Evaluation: Mental Health Counseling Faculty Performance Observation Form (NEW FORM)
Form	Application for Exemption from COOL/DE Review (NEW FORM)
Timeline	Implementation Timeline
Salary	Salary Schedule
Appendix	Appendix XX

Note: New language is underlined and deleted language is marked with ~~strikethrough~~.

ARTICLE 4
FACULTY ASSOCIATION RIGHTS

TENTATIVE AGREEMENT

4A. Information Provided By The Parties

Upon written request, the District's Chancellor or designee and the Faculty Association shall provide information of a nonconfidential nature pertaining to matters that may be of concern and interest to each other. Other information (e.g., District and College Budgets) will be provided as long as it is used solely for Faculty Association business.

4B. Meeting Facilities

The District and/or College facilities will be made available to the Faculty Association for meetings concerned with the exercise of rights guaranteed by Government Code Section 3540, et seq. without cost at reasonable times. The Faculty Association must follow the District and/or College procedures for reserving facilities. These meeting facilities will be made available when said use does not interfere with the educational program or student services.

4C. Equipment, Supplies, And Services

4C.1 Use Of District/College Equipment

The Faculty Association's use of District and/or College equipment will be permitted without cost upon the approval of the appropriate manager immediately responsible for the equipment. The Faculty Association will follow District and/or College procedures for equipment reservation and care, as appropriate. Equipment will be made available when its use does not interfere with the educational program or student services.

4C.2 Cost Of Copied Materials

At the cost of the Faculty Association for consumable materials/services, the Faculty Association shall have the right to have two thousand (2000) pages of Faculty Association materials copied per month and produced at either College's Media Production Center for distribution to unit members.

4C.3 Cost Of Personnel And Supplies

All personnel and supplies required by the Faculty Association will be provided without cost by the District.

4C.4 Responsibility For Damaged Equipment

The Faculty Association shall pay for the repair or replacement of any equipment damaged by the Faculty Association during use.

4D. Faculty Association Office Space

The District shall provide office space, office furniture, a telephone, and a computer at each campus. Email access shall be available at various locations. The provision of this office space and service must not interfere with either the educational process or student services. The scanner/printer/copier in the Faculty Association Office at Las Positas College is the property of the Faculty Association. The shredders at each Faculty Association Office are the exclusive property of the Faculty Association.

4E. Communications—Mailboxes

The Faculty Association may have the use of the intra-District mail system, employee mailboxes assigned to unit members, and email for purposes of distributing communications to unit members. Copies of materials distributed through mailboxes will contain the date of distribution and the identification of the Faculty Association. The Faculty Association President or designee shall authorize all materials distributed through the District mailboxes. A copy of all mass distribution materials distributed via Campus Mail will be delivered to the Chancellor, Vice Chancellors, Presidents, Vice Presidents, and Deans at the same time as distributed and/or posted.

4F. Communications—Email And Telephone Usage

The Faculty Association shall have the right to use telephone and email lines between the college campuses and the District provided said use shall not interfere with, nor interrupt, normal District operation.

4G. Communications—Bulletin Boards

The Faculty Association may use at each college at least one (1) bulletin board in each Faculty office building, staff lounge, mailroom, and such other areas as designated by the District. It is understood that the Bulletin Board in the Chabot College Mail Room is the exclusive property of the Faculty Association. All postings will be dated and bear the official identification of the Faculty Association. Bulletin Board spaces will be maintained in a neat and timely manner. Copies of all postings will be delivered or emailed to the Chancellor, Vice Chancellors, Presidents, Vice Presidents, and Deans at the same time as posted.

4H. District/Faculty Association Meetings

The Chancellor or his/her designee will meet with the Faculty Association’s President or his/her designee to discuss mutual problems of the Colleges/District within five (5) working days, or a reasonable time thereafter, at the request of either party. Such a meeting is not intended to bypass the grievance procedure and shall not constitute an invitation to continuously renegotiate the provisions of this Agreement. Both parties shall submit via email an Agenda of items they wish to discuss at least twenty-four (24) hours before the meeting.

4I. Reassign Time

The Faculty Association will receive ~~two (2.0)~~ two and one-third (2.33) FTEF (Full-time Equivalent Faculty) Reassign Time per Academic Year [~~sixty~~ seventy Calculated A Hours (~~60~~ 70 CAHs)] funded by the District. The Faculty Association may carryover up to ~~two~~

~~(2.0)~~ three (3.0) FTEF (Full-time Equivalent Faculty) from one (1) Academic Year to the next. The Faculty Association may purchase from the District [at the average level of Part-time Faculty hourly pay] up to four (4) additional Full-time Equivalent Faculty (FTEF) and/or one hundred and twenty (120) Calculated A Hours (CAHs) of Reassign Time for Faculty Association work per Academic Year.

The Faculty Association may utilize no more than six [(6.0) FTEF (180 CAHs)] in any one (1) Academic Year. This represents the total Reassign Time, including Faculty Association business and/or negotiations, for the Faculty Association provided by and/or purchased from the District.

The Faculty Association shall designate, at its sole discretion, who shall receive Reassign Time. The reassigned unit member shall be paid his/her full salary and benefits while on Faculty Association Reassign Time. The fifty percent (50%) overload limit in [Article 10D.11](#) applies.

The Faculty Association shall notify, in writing, the Chancellor, appropriate College President and the Vice Chancellor of Human Resources at least thirty (30) days prior to the beginning of the semester of the unit member(s) being granted Faculty Association Reassign Time as provided for herein.

4J. Appointment To Committees

The Faculty Association retains the right to appoint unit members to District and College committees.

4K. Consultation

As members of the College communities, the Faculty Association has the right to contribute to the establishment of educational goals and objectives of the District. The Faculty Association shall be kept apprised of the development of the annual District Budget and long-term financial planning.

4L. Distribution Of This Agreement

The District shall place this completed written Agreement on the District's Internet website within (30) days after it becomes effective. The District shall also provide written hard copies of this Agreement for Faculty Association Executive Board members, Division offices, and campus Libraries. A printed copy will be provided to any other unit members upon request.

4M. No Action In Violation/Inconsistent With This Agreement

The District, its representatives, and the Faculty Association and its members shall take no action in violation of, or inconsistent with, any provision of this Agreement.

4N. Access To Information

Upon request for records under the California Public Records Act, the Faculty Association shall be furnished:

- (1) Agenda Materials and Minutes of Board of Trustees' meetings;
- (2) non-confidential information regarding financial matters, personnel, budgetary requirements, allocation of State and Federal funds, student enrollment, etc.; and,

(3) any other information which is necessary to assist the Faculty Association in representing members of the unit.

The Faculty Association recognizes that all such information will be provided pursuant to the provisions of the California Public Records Act (i.e. California Government Code Section 6250, et seq.). Specific reports the District agrees to provide are:

- CCFS 311;
- CCFS 311 (Q);
- CCFS 320
- the opening day, Census Day and Final Day ARGOS Reports for each college campus for each semester and Inter-session. See [Article 1C.1r.](#) for ARGOS definition; and, [Article 1C.1cc.](#) for Census Definition;
- the Self Study and Team Accreditation Reports for each college campus;
- the Adoption Budget;
- the Annual Report reflecting new Fiscal Year budgeted revenues and expenditures; and
- the prior Fiscal Year actual revenues and expenditures by object and activity at the four (4) digit level.

All written requests for information from the Faculty Association President shall be responded to within thirty (30) days of receipt, and the Faculty Association President shall respond to written requests for information from the District within thirty (30) days.

If appropriate, the response(s) shall be provided earlier.

Days when the District office is closed for holidays are excluded from this tabulation.

40. Access To Unit Member Information

Upon completion of this Agreement, the District shall furnish the Faculty Association with a listing of name, address, and telephone numbers of all unit members except those individuals who specify in writing that they wish to keep this information confidential. No more than three (3) times a year the District, upon request and within thirty (30) consecutive working days, shall provide the Faculty Association with the list of the members of the bargaining unit.

Upon request, the District shall provide the Faculty Association President with a list of unit members paying membership dues for the period requested within thirty (30) calendar days of receipt of the request.

4P. Transaction Of Official Faculty Association Business

Unit members duly authorized as representatives of the Faculty Association shall be permitted to transact official Faculty Association business as provided by law throughout the District. However, this activity shall in no way interfere with the educational process, student services, or assigned duties of employees.

4Q. Rights And Benefits

Rights and benefits of unit members set forth in this Agreement shall accrue to unit members.

4R. Faculty Association Rights To Attend And Present At New Faculty Orientation

The Faculty Association President shall be notified of all new group faculty orientation sessions that occur at the beginning of each semester. The Faculty Association shall be invited to present materials about the Faculty Association at these orientation sessions or, for online training/orientation, the Faculty Association may provide an informational video that shall be included as part of the online orientation.

(See Article 8C.6 – Orientation of New Faculty.)

4S. Website

The District may include a link to the Faculty Association Website on the District's Human Resources website.

4T. Convocation Day

(See Article 8C.5 for Faculty Association Rights on Convocation Day.)

ARTICLE 8

ACADEMIC CALENDAR

TENTATIVE AGREEMENT

8A. Academic Calendar Committee

The annual Academic Calendar shall be developed by a committee composed of twelve (12) employees. The District shall appoint six (6) members exclusive of Classified Professional bargaining unit work members, and the Faculty Association shall appoint six (6) members from the Faculty bargaining unit.

The Committee will be co-chaired by a representative designated by the Faculty Association and a representative designated by the District.

The Committee shall negotiate annually any minor Academic Calendar changes including, but not limited to, start and end dates, early start courses and/or other minor exceptions to the regular Academic Year.

8B. Deadline And Deadlock

The Academic Calendar Committee shall start the process no later than September 10 and complete deliberations by October 1 of each Academic Year. This deadline can be extended by mutual agreement of the Faculty Association President or designee and the Chancellor or designee. In the event the Academic Calendar Committee cannot reach agreement by that date, the Chancellor will establish the Academic Calendar using the factors listed in Articles 8C and 8E below.

8B.1 Multi-Year Calendar

The Academic Calendar will be developed two (2) Academic Years in advance. The parties shall meet each Academic Year to develop a two (2) year Academic Calendar. Upon mutual consent, an Academic Calendar may be developed one (1) Academic Year in advance.

8C. Academic Year Term

The Academic Calendar Committee will include the following factors in the Academic Calendar development.

8C.1 Length Of Academic Year

The Academic Year shall consist of one hundred and seventy-five (175) days of instruction, including:

one (1) Convocation Day, which is a Mandatory Flex Day;

one (1) College Day, which is a Mandatory Flex Day and;

up to six (6) additional Mandatory Flex Days, and if necessary;

Variable Flex Days, as determined by the Academic Calendar Committee.

The Mandatory Flex Days (other than Convocation Day and College Day) shall be determined by the mutual agreement of the President of the respective College and the chair of the respective College Professional Development Committee. See [Article 29B](#) for Mandatory Flex Day definition.

Variable Flex Days are the exclusive domain of the Academic Calendar Committee as part of the one hundred seventy-five (175) day Academic Calendar. See [Article 29B](#) for Variable Flex Day definition.

8C.2 Orientation Of New Contract Faculty

New Contract Faculty unit members will serve two (2) additional days of Orientation. This does not count as Variable Flex activities. See [Article 29B.5](#).

8C.3 Commencement And Convocation

Each Contract and Regular unit member shall attend Commencement exercises at their respective college on alternating Academic Years. Commencement shall occur on Friday ~~evening~~ and Saturday. It shall be scheduled on the same weekday at a particular college for two (2) Academic Years in a row and then switched to the other day for two Academic Years in a row.

In the event that two commencement ceremonies are offered in a given year and on the same day, faculty whose year it is to attend, are required to attend both ceremonies

Approved Leaves of Absence in the Spring Semester shall relieve the unit member of Commencement activities. The obligation shall resume on alternating Academic Years upon the unit member's return to active status as if no Leave of Absence occurred.

Approved Leaves of Absence in the Fall Semester shall relieve the unit member of Convocation week activities. This obligation shall resume annually upon the unit member's return to active status.

8C.4 Grade Due Dates

Due dates for grade submissions for each Academic Term (including Fall and Spring Semesters, Summer Session, and Inter-sessions) shall be established by the Academic Calendar Committee and be not less than seventy-two (72) hours from 5:00 p.m. on the last day of the Final Examination Schedule.

8C.5 Faculty Association Meeting On Convocation Day

The Faculty Association shall have forty-five (45) minutes allotted to it for a general membership meeting on Convocation Day. This meeting shall not start before 8:00 a.m.

8C.6 Orientation Of New Faculty

The Faculty Association shall be notified of all new Faculty hired before the Fall and Spring Semesters through monthly published Board of Trustees Meeting Reports. Part-time Faculty are entitled to two (2) hours of pay for

orientation: the orientation to online grading and the orientation to the College, which may include an online component. See [Articles 18U](#) and [21G.2b](#).

8D. Alternative Academic Calendar Committee

The Faculty Association and the District may, upon mutual agreement, form an Alternative Academic Calendar Committee to examine in detail the benefits and liabilities involved with any modification to the standard seventeen and a half (17.5) week semester Primary Term. The Committee will be co-chaired by a representative designated by the Faculty Association and a representative Administrator designated by the District. Any agreed upon Committee shall identify potential benefits, costs and negotiable issues, if any, that would have to be addressed and negotiated by District with appropriate Faculty Association-District representatives.

8E. Holidays And Adjustments

8E.1 Holidays

The Calendar Year shall include twelve (12) holidays, eleven (11) of which are State mandated.

The Academic Calendar shall include the following holidays:

January 1 (New Year's Day);

the third Monday in January (Martin Luther King Day);

a February day (Lincoln Day);

the third Monday in February (Washington Day);

the last Monday in May (Memorial Day);

July 4 (Independence Day);

the first Monday in September (Labor Day);

a November day (Veterans' Day);

the Wednesday before Thanksgiving in lieu of Admissions Day;

Thanksgiving Day;

the Friday following Thanksgiving Day, and

December 25 (Christmas Day).

8E.2 Holiday Adjustment

When a holiday falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed. When a holiday falls on a Saturday, the preceding Friday shall be deemed to be the holiday in lieu of the day observed. The Academic Calendar Committee may adjust the day of the holiday in lieu of the official day designated, if the law allows, and if too many holidays in a Term fall on the same day of the week which would affect instructional quality. Any adjustments must be in compliance with the official directions from the California Community College Chancellor's Office.

ARTICLE 9

WORKING CONDITIONS

TENTATIVE AGREEMENT

Introduction And General Provisions

Academic Year

The Academic Year for all unit members, unless otherwise provided for in this Agreement, shall be composed of two (2) semesters of approximately seventeen and one-half (17½) weeks duration each, not to exceed one hundred and seventy-five (175) days of assigned duties. Sundays and holidays shall not be counted as days of the Academic Year.

Inter-sessions are voluntary assignments during contractually authorized work periods occurring between, but not overlapping with, the one hundred and seventy-five (175) days comprising the Fall and Spring Semesters. Inter-sessions do not include Summer Session.

9A. Faculty Schedules

9A.1 Consultation

Management shall develop academic discipline and individual schedules in consultation with Contract and Regular Faculty, and in accordance with the Discipline Plan described in the Enrollment Management [Article 26E.4-E.7](#), that will provide for student needs and will maximize faculty performance by considering faculty preferences and the avoidance of unreasonable time periods. Management will work with each Faculty member to develop a schedule that avoids unreasonably long-time gaps between classes and unreasonably short time gaps between the end of one work day and the beginning of the next work day. This process will consider faculty preferences and professional development opportunities, including the opportunity to teach in a unit member's Primary and Secondary Discipline(s). See [Article 1C.1h-i.](#) for definition of Primary and Secondary Disciplines.

No less than eleven (11) consecutive hours shall normally elapse between the end of the last assigned hour that is part of regular Load on one day and the beginning of the first assigned hour that is part of regular Load on the following day, unless agreed otherwise by the individual unit member.

- a. A Contract or Regular unit member shall not, without his/her consent, be assigned to any of the following assignments:
 - (1) A Counseling Faculty assignment of more than that defined in [Article 10D.1d](#). In addition, for each teaching unit of a scheduled counseling class, the Counseling Faculty teaching that class shall be credited with the appropriate load value in Calculated A Hours (CAHs) appropriate to the teaching assignment, and the remainder of his/her semester workload shall be reduced proportionally. See [Article 10D.4c](#) for the specific

impact on Counseling Faculty workload. A Library Faculty assignment of more than that defined in [Article 10D.1e](#). In addition, for each teaching unit of a scheduled library class, the Library Faculty teaching that class shall be credited with the appropriate load value in Calculated A Hours (CAHs) appropriate to the teaching assignment, and the remainder of his/her semester workload shall be reduced proportionally. See [Article 10D.4c](#) for the specific impact on Library Faculty workload.

- (2) Other unit members (Special Assignments Faculty): Full-time and Part-time Faculty, other than Instructional Faculty, Counseling Faculty, or Library Faculty shall be assigned for no more than that defined in [Article 10D.1e](#).
- b. A Contract or Regular unit member shall not, without his/her consent, be scheduled for any of the following assignments unless there is a programmatic need in accordance with the Discipline Plan described in [Article 26: Enrollment Management](#) or to achieve a full Load:
- (1) A split assignment between work sites on the same day without mileage paid at the then-current Federal Internal Revenue Service rate.
 - (2) A day assignment following an evening assignment by less than eleven (11) hours.
 - (3) Correctional facilities. (No assignment without consent regardless of programmatic needs.)
 - (4) Teaching more than three (3) consecutive lecture hours or four (4) consecutive laboratory hours or combined lecture and laboratory hours without a half-hour (½ hour) break.
 - (5) A course or service scheduled on Saturday if a Part-time Faculty member is assigned to the same course or service on a weekday.
 - (6) No unit member shall be required, on an annual basis, to teach more than three (3) new preparations in a semester regardless of whether the course format is face-to-face, hybrid, or online unless more than three (3) preparations are needed to achieve a full Load. (See [Article 10F.3](#) for supporting online language.) A new preparation is a course of two (2) units or more which the unit member has not taught within the previous three (3) years. A revised course does not constitute a new preparation. Exceeding the average number of new preparations must be done on a rotational seniority basis. Rotational seniority is defined in [Article 10C.a.-b.](#)
 - (7) Full-time unit members may not be assigned without their consent to more evening assignments per Academic Year than the average of each of the other Full-time members of the discipline unless such assignments are necessary to create a Full-time Load. If the number of assignments available before 5:00 p.m. is insufficient for all Full-time Faculty in a discipline to receive full Loads, then evening assignments shall be made on a rotational basis ([Article 10C.a.-b.](#)) in order of seniority or by mutual

agreement of Faculty in the discipline. Evening assignments begin on or after 5:00 p.m. for unit members.

- c. If, after consulting with the affected unit member, the District concludes that there is no reasonable way to avoid the assignments enumerated above, then the District may require a unit member to perform one of the following:
 - (1) A day assignment following an evening assignment by less than eleven (11) hours.
Or
 - (2) Day assignments and an evening assignment occurring on the same day.

9A.2 Schedule Notification

All Contract and Regular unit members who are teaching classes shall be notified in writing of their initial assignment ~~for the following Academic Year for each upcoming semester by the opening of priority registration. end of February, barring unusual circumstances. If the last day of February is a Saturday or a Sunday, then the schedule notification shall occur on the following Monday. If a specific assignment is not offered to a Contract or Regular unit member, the appropriate Administrator or designee shall provide the explanation, in writing, if requested by the affected unit member.~~

a. Schedule Changes

Once workload assignments have been made and accepted, changes to a unit member's schedule can be made only after consultation with the affected unit member.

9A.3 Section Cancellation Consultation

Prior to the cancellation of any class Section that has been listed in the Class Schedule, the appropriate Administrator will consult with each affected Faculty member about the proposed cancellation and will give the reasons for the cancellation and discuss the alternatives to teaching the Section.

a. Cancellation Before First Day of Class

A class or assignment shall not be cancelled prior to the first day of class unless the College has given five (5) working days prior oral or written notice (by telephone, U.S. Mail, or email) to the unit member of the possibility that the class might be subject to cancellation. If notice is not given, a class shall not be subject to cancellation until the first class meeting. For the purpose of this Article, the five (5) working days begin the date the mailed notice is put in the U.S. Mail and postmarked.

b. Bumping Rights

Contract, Regular, and Temporary Leave Replacement (TLR) Faculty members who experience a class cancellation (for Load) may bump a Part-time unit member in accordance with the process below. Alternatively, the Faculty member may exercise the option to carry a Load underage to be made up

according to [Article 10D.9](#).

The following steps outline the process by which the Faculty member's Load underage due to class cancellation may be satisfied in the sequence listed below:

- (1) ~~When a~~ The Faculty member ~~experiences a class cancellation, they must~~ may accept a class from the existent unstaffed classes within ~~the Faculty member's~~ their primary discipline. In the event ~~the unstaffed class is online, and the~~ there are no unstaffed classes available, or ~~and~~ the Faculty member is not adequately prepared to teach the ~~course~~ section(s) available, proceed to next step below.
- (2) Alternatively, if the Faculty member's Administrator sees student demand to use the FTEF from the canceled class to open a new section of a class within the Faculty member's primary discipline, the Faculty member may agree to teach that class. It is understood that the new section may be scheduled at a different time, or in a different format (e.g., online vs. face-to-face) than the section canceled. If such action isn't feasible, or otherwise if the Load underage remains unresolved, proceed to the next step.
- (3) ~~(2)~~ If the Faculty member has scheduled overload and/or unbanked carryover, the combined Calculated A Hour (CAH) value of which is greater than that of the cancelled class, it will be used to cover the underage. ~~in accordance with~~ Article 18H.
- (4) ~~(3)~~ In consultation with the Faculty member's Administrator, bumping of a Part-time Faculty member may occur to satisfy the current semester's Load underage, in accordance with [Article 18H](#). Bumping of a Part-time Faculty member shall only occur prior to the first day of class.
- (5) ~~(4)~~ If the Faculty member and Administrator cannot agree on a course to satisfy the Load underage, the Administrator will attempt to assign the Faculty member a class, subject to the restrictions following. In the event the class is online, and the Faculty member is not adequately prepared ~~to teach the course,~~ according to the process of the Distance Education committee at the college, and the Faculty member's unbanked carryover does not have the amount of Calculated A Hour (CAH) equal to or greater than the cancelled class, the Faculty member will carry a Load underage to be made up according to [Article 10D.9](#).
- (6) If the Faculty member does not clear underage within the time frame according to Article 10D.9, the Faculty Member's workload bank may be invaded to clear the underage, to the extent they have a positive balance in their workload bank.

9A.4 Student Grievance Action

Unit members shall not be required to attend a hearing on a student grievance filed against them if the student grievance timeline occurs outside of either the Fall or Spring Semesters. Moreover, it is agreed that in these circumstances an effort will be made to suspend the timelines in order to hear the grievance during the Academic Year. The student grievance process shall follow [Board Policy 5530](#).

9B. Syllabus Requirement

~~For each class, by the end of the first full week of the classes, the instructor of record unit members shall submit a copy of the class Syllabus for each course taught to their appropriate Administrator. For short-term classes, submission shall be by the end of the second class meeting. For online classes, submission shall be by the end of the first week of classes.~~

The Syllabus shall include:

- a. the Instructional Faculty person's information (name, office number, phone, voicemail, and Chabot-Las Positas Community College email address);
- b. office hours (including both location and zoom link accessible to all students for any online courses), textbook(s), and course supplies (required supplements and/or recommended text, special required supplies);
- c. an explanation of the manner in which final grades will be calculated;
- d. dates to know including: last day for "W", date and time of Final Examination, and the deadline to apply for Federal Financial Aid—or, alternatively, in the case of an online syllabus, a link to;
- e. other supplemental information, including safety requirements;
- f. the Student Learning Outcomes (SLO) associated with that course, which could be provided as text or links;
- g. information about disability accommodations and campus services, which could be provided as text or links;

In addition to the above, the syllabus should include the following as text, or as links to the appropriate college's website:

- h. a statement of student rights and responsibilities;
- i. expectations regarding behavioral standards per school policy;
- j. a summary of course content and expectations (general course content, course objectives, and prerequisites);
- k. attendance and plagiarism policies.

The appropriate Administrator shall notify unit members for whom there is no Syllabus on record or if a Syllabus is submitted with deficiencies. The appropriate Administrator shall provide a receipt of acceptance of the Syllabus to the unit member upon written request by the unit member.

9C. Safety

The District shall provide safe working conditions for all unit members as required by law, continuous monitoring of working conditions, and the correction of unsafe working conditions. The responsibility for safe working conditions is that of the District, and the responsibility for the maintenance of safe procedures and practices is that of the unit member.

9C.1 Mandatory Safety/Emergency Management Training

Mandatory safety training of the District's Injury and Illness Prevention Plan, Emergency Action Plans, and Fire Protection/Prevention Plan shall be required in order to meet California Office of Safety and Health Administration (OSHA) training requirements in accordance with the California Code of Regulations, Title 8, Subchapter 7, Sections 3203, 3220, and 3221, and where hazardous materials, chemicals, or dangerous equipment are routinely used and are subject to State and Federal regulations mandating safety training for Faculty and students.

Mandatory emergency management training shall be required to comply with the California State Chancellor's Office recommendations identified in the Disaster Resistant Community College training matrix. It is the Chabot-Las Positas Community College District's (CLPCCD's) responsibility to follow the California Emergency Services Act (CA Government Code Sections 3100-3109).

Mandatory safety training shall be conducted every semester, including summer, and may be required where hazardous materials, chemicals or dangerous equipment are routinely used and subject to State and Federal regulations mandating safety training for unit members and students. Affected unit members shall be required to attend these training programs if they have never received such training, or when new regulations are promulgated, or when otherwise required by State or Federal regulation. When safety training is required, failure to attend shall subject the unit member to discipline. It is understood when Part-time unit members are required to attend safety training, they will be compensated at the Faculty Hour F ("F" Hour) rate.

9C.2 Health And/Or Safety Complaints

Unit members shall make all health and/or safety complaints in writing to their appropriate Administrator and the Director of Campus Safety and Security. If the issue is not resolved to the satisfaction of the unit member within ten (10) days, then he/she may appeal to the appropriate College President. The College President shall notify, in writing, the unit member who complained and the Faculty Association within thirty (30) days from the day he/she received the complaint. The College President's response shall state the actions taken by the District to remedy the problem. No unit member shall be retaliated against for filing a health or safety complaint.

9C.3 Procedure In The Event Of Immediate Serious Threat

In the event of an immediate serious threat to the safety of the unit member, students, or staff within the instructional environment, the unit member may vacate the class without loss of pay until the emergency has been alleviated. However, the unit member must immediately report the emergency to Campus Safety and Security (or 911 when appropriate), who will determine the appropriate action and when the threat has been alleviated. The unit member may request information regarding alleviation of the threat or emergency from Campus Safety and Security.

9C.4 Reporting Of Threats

If any person within the instructional environment makes a real or implied threat of bodily injury or property destruction, a unit member must:

- a. report the threat immediately to Campus Safety and Security and to the unit member's Administrator or Administrator in Charge;
- b. request the removal of the person or persons from class meetings for a period of time as authorized under the California Education Code Sections 76030, et seq; and
- c. report immediately any instance of actual assault and/or battery or property destruction to the Office of Campus Safety and Security.

9C.5 CPR, First Aid, Or Safety Training

Cardio-Pulmonary Resuscitation (CPR), First Aid, or Safety training shall be required of unit members as stipulated in the Chabot-Las Positas Community College District's Illness and Injury Prevention Program. The District shall pay the cost of this required training and shall pay Part-time unit members to attend at the rate set forth in [Article 21G.2b](#).

The District shall pay for the Cardio Pulmonary Resuscitation (CPR) course for all unit members in programs where Cardio Pulmonary Resuscitation (CPR) credentials are required by this Agreement or regulatory agencies. (For example: including, but not limited to, Nursing, Dental Hygiene, Emergency Medical Technician, Medical Assisting, Fire Science.)

9C.6 Disruptive or Harassing Student Behavior

The District shall take reasonable steps, including those set forth in this Article, to provide a workplace environment free from disruptive and/or harassing behavior by students. When a unit member has reported to the college administration through the student discipline referral form that a student is behaving in a disruptive or harassing manner:

- a. The college administration shall begin an investigation within the timeframe specified in the Student Discipline process or within ten (10) working days, whichever is the shorter timeframe. Written confirmation that the investigation has started shall be provided to the unit member.
- b. At the request of the unit member, the college administration shall include the Faculty Association (FA) President and/or college Grievance Officer in all communications from the District to the unit member that are made pursuant to this Article to the extent permitted by law.
- c. The College administration shall notify the unit member in writing of the outcome of the investigation and any subsequent disciplinary process, to the extent permitted by law, including but not limited to information on any expectations or conditions of student behavior if the student is to return to class, the worksite, or the College.

If the investigation and written notification are not completed within thirty(30) days of the report by the unit member, the College administration shall provide to the unit member a written report, containing information on the status of the investigation and anticipated timeline for resolution. Such reports shall continue to be provided to the unit member every thirty (30) days until the notification of outcome required by this Article is provided.

- d. If, after the investigation and any subsequent Student Discipline process has been completed, the unit member continues to experience disruptive or harassing behavior by the student, the unit member shall notify the Student Discipline Officer (SDO), who shall take each of the following steps:
 - (1) Investigate the complaint consistent with paragraph 1 above.
 - (2) Arrange a meeting with the affected Faculty member and their appropriate Administrator to discuss reasonable solutions, other than or in addition to student discipline, which can be taken to address the Faculty member's concerns. At the request of the Faculty member, the SDO will arrange for the meeting to be attended by the Faculty Association (FA) President and/or college Grievance Officer. This meeting shall be held within five (5) business days of the notification by the Faculty member of continuing disruptive/harassing behavior
- e. It is understood that the District's decision whether or not to impose student discipline is not grievable.

9D. Protective And Specialized Attire And/Or Medical Tests And Vaccinations

Protective and specialized attire and/or medical tests and vaccinations required by the District or affiliated agency shall be furnished at no cost to the unit member. Protective and specialized attire shall be worn by the unit member as appropriate to the task.

9E. Medical Exams

9E.1 Tuberculosis (TB) Testing

As required by California State law, all unit members must have a Tuberculosis (TB) risk assessment and/or examination every four (4) Calendar Years. This test can be waived if a qualified health care provider certifies that the unit member is at risk for excessive x-ray radiation, will test positive to the Tuberculin Purified Protein Derivative (PPD) skin test, and is clinically negative for tuberculosis.

The unit member shall not be responsible for the cost of the Tuberculosis (TB) risk assessment and/or examination ~~upon hiring~~ after initial employment. All subsequent risk assessments and/or examinations will be at District expense, or otherwise reimbursed by the District. Unit members can receive the Tuberculosis (TB) risk assessment and/or examination without charge at either College's Student Health Center. Unit members who do not have current Tuberculosis (TB) risk assessment and/or examination results on file with the District will be placed on an Unpaid Leave of Absence until the Tuberculosis (TB) risk assessment and/or examination results have been received and acknowledged by the District Office of Human Resources. Unit members will be given written notice on or about forty-five (45) days before

they are required to submit their Tuberculosis (TB) risk assessment and/or examination. The notices will inform the unit member that if they do not have a current Tuberculosis (TB) risk assessment and/or examination result on file with the District they will be placed on an Unpaid Leave of Absence until the Tuberculosis (TB) risk assessment and/or examination results have been received and acknowledged by the District Office of Human Resources.

In the event that a unit member's primary care physician recommends the unit member to receive the QuantiFERON TB blood test, the District will reimburse the unit member for any cost incurred that is not covered by the unit member's health insurance.

9E.2 Annual Risk Assessment and Examinations

For unit members working in Disciplines that require risk assessments and/or examinations to be performed more frequently than once every four (4) years (*e.g.*, yearly risk assessments required for Nursing Faculty teaching at off-campus clinical settings), said requirements shall be performed at District expense. Faculty members in such disciplines may receive the required risk assessments and/or examinations at either College's Student Health Center, or through an outside provider. Any risk assessments and/or examinations performed by the College Student Health Center shall be limited to the services offered at the Student Health Center. The risk assessments and/or examinations covered under this provision shall be limited to those required by the program, or otherwise listed in the contract(s) and/or agreement(s) entered into between an outside entity and the Chabot-Las Positas Community College District (CLPCCD).

9F. Travel Reimbursement

Unit members shall be reimbursed for the pre-approved use of their personal vehicles while on official District business at the rate established by the District. This rate of reimbursement shall be based upon the prevailing Internal Revenue Service allowable non-taxed rate of reimbursement. Mileage reimbursement will be provided when unit members attend a mandatory meeting off the site of their regular campus assignment, except for Convocation days.

Contract and Regular Faculty who as a part of Load teach at more than one location in one day shall be paid for travel between his/her duty station and the second teaching location.

9G. Commencement

The District will provide academic regalia for commencement ceremonies. Unit members who own their own academic robes and caps may wear them.

9H. District-Provided Office Facilities And Work Spaces

Each college shall provide office space to all Contract, Regular, Temporary Leave Replacement (TLR), and Part-time unit members. Said offices shall have phones and computers with electronic mail availability. It is understood that Part-time unit members shall share office space and that Contract and Temporary Leave Replacement (TLR) unit members may share offices.

Unit members may access appropriate College office facilities and workspaces during regular operational hours. Access between the hours of 11 p.m. and 6 a.m. requires prior notification of Campus Safety and Security. Unit members must contact Campus Safety and Security upon arrival. Unit members who do not give prior notice or make contact upon arrival may be subject to denial of access to office facilities or workspaces.

- a. Institutional Closure: When the campus is closed there will be no access to facilities, except for unit members who provide notification in accordance with the above or, if applicable, the general public at pre-approved scheduled events in specific facilities.
- b. Unauthorized appropriation of District facilities, equipment, supplies or materials is prohibited (i.e., authorization from the manager responsible for the facilities, equipment, supplies or materials is required).

9I. Keys, Property, Safety And Security Cameras

a. Return of Keys

Unit members must return all keys, keycards, and identification cards issued to them by the College and/or District upon separation from the District or upon request of the District.

b. Return of Property

Unit members must return College and District property upon separation from the District or upon request of the College and/or District.

c. Safety and Security Cameras

Unit members shall be notified before any safety and security camera is placed in classroom or laboratory spaces in which they work. No evaluation or discipline shall derive from the use of or information gathered from said cameras. Safety and security cameras shall not be placed in unit members' offices.

9J. Reimbursement For Damaged Personal Property

Unit members shall be reimbursed by the District for the cost of replacing or repairing the personal property of the employee, when said property is damaged in the line of duty and without the fault of the employee, provided that:

- a. reimbursement shall not be made for theft of personal property.
- b. reimbursement shall not be made for damage to any motor vehicle.
- c. reimbursement shall not be made for less than twenty-five dollars (\$25) or more than two hundred dollars (\$200) per incident.

The Vice Chancellor of Business Services of the District shall receive and review all claims. He/she shall forward a recommendation for reimbursement or denial to the Chancellor. The unit member shall receive a copy of said recommendation.

When a unit member is reimbursed for the costs of replacing or repairing personal property or the actual value of said property the District shall, to the extent of said reimbursement, be subrogated to any right of the employee to recover compensation for the damaged property.

9K. Parking

The District shall provide free parking to all unit members, including individuals on Emeritus Status upon request. (See [Article 30A.2.](#) and [Board of Trustees Policy 7800](#) for definition of Emeritus Status.)

9L. Grading And Deadlines

9L.1 Assignment Of Grades

Assignment of all grades is the sole responsibility of the Instructor of Record.

When grades are given for any course of instruction, the grade given to each student shall be determined by the instructor of the course and the determination of the student's grade by the instructor, in the absence of mistake, fraud, bad faith, or incompetence, shall be final (California Education Code Section 76224).

Neither grading of assignments nor submission of grades shall be delegated to any other person. Unit members shall submit grades by the deadlines established and published by the Office of Admissions and Records and agreed to by the Academic Calendar Committee. See [Article 8C.4.](#)

Grading by attendance shall be at the discretion of the Instructional Faculty member of Record. See Article 9B (Syllabus) above for notice requirements related to grading.

9L.2 Withdrawals: Notification And Consultation

The Office of Admissions and Records or Dean of Counseling shall notify the Instructor of Record whenever his/her student submits a withdrawal petition after the last day to withdraw with a "W" for extenuating circumstances (an "EW"). The District shall send this notification to the Instructor of Record within five (5) work days of the date the "EW" petition was submitted.

Withdrawals shall be in compliance with Title 5 Regulations §55023 and §55024.

It is understood that a grade for a "W" for extenuating circumstances ("EW") shall only be assigned for verified cases of accidents, illness or other circumstances beyond the control of the student, and after notification to, and consultation with the Instructor of Record. As part of the consultation process, the Instructor of Record is entitled to know of any "extenuating circumstances" so as to inform the Instructor's consideration for the grade change request, as well as the consultation process.

The District and the Instructor of Record shall complete the consultation process in a timely fashion (Cal. Admin. Code Title 5, Section 55024).

9L.3 Notification Of Grade Change

As a matter of procedure, the Office of Admissions and Records shall notify each Instructor of Record in writing, either electronically or in hardcopy, when a grade change for a course taught by that instructor is entered onto a student record. This notification shall occur within twenty (20) calendar days of when the grade change is entered.

The Request for Grade Change Form is located on CLASS-WEB.

9L.4 Recording Grade Changes [Under Board Policy/Administrative Procedures 5530](#)

As a matter of procedure, if at the conclusion of the Student Grievance Process, including any appeals, a grade change results from a decision of the Academic Fairness Committee or Student Grievance Committee (see [Article 16-3](#)), then the grade change document shall be submitted and signed by the appropriate manager, with a notation to the effect that the grade was changed from a _____ to a _____ by a decision of the Academic Fairness Committee or Student Grievance Committee as a result of the student grievance.

9L.5 Training In The Use Of Electronic Grade Submission System

The District shall provide technical training in the use of the District's electronic grade submission system to any unit member requesting training. Part-time Faculty shall be provided training during their first Term of employment and shall be paid one (1) hour for training according to the Alternative Duty Rate, per [Article 21G.2](#). The service is to be reported on the [Service Report: Academic Non-Instruction/Special Assignments](#), which can be accessed on the Office of Human Resources website: <http://districtazure.clpccd.org/hr/index.php>.

9L.6 Submission Of The Mid-Term Progress Report And Retention Comments Form

Submission of the Mid-Term Progress Report and Retention Comments Form, which is on the Faculty Class website, is optional.

9L.7 Dropping And Adding Students To Classes Electronically: Assignment Of Incomplete Grades

All unit members shall have the right to assign Incomplete grades and drop and add students to classes electronically without the need to personally fill out forms with the Office of Admissions and Records, provided that Title V requirements, CCR 55023, for submission of these grades are met.

9L.8 Online Grading And Attendance Reporting

- a. Both grading and attendance reporting shall be online.
- b. Part-time unit members who attend one (1) hour of training shall be paid at the Alternate Duty Rate per [Article 21G.2](#). The service is to be reported on the Service Report: Academic Non-Instruction, which can be accessed on the Human Resources website: <http://districtazure.clpccd.org/hr/index.php>.
- c. Part-time Faculty are expected to attend training in their first semester of employment. Each Part-time unit member will be paid a maximum of one (1) hour to attend the training session.
- d. It is expected that new Part-time Faculty will receive their training during their orientation. Further, there shall be additional training sessions offered during

evenings and on Saturdays at each college to accommodate the training needs of Part-time unit members at each college and such training will be announced in a timely manner.

- e. Full-time (Contract, Regular, and Temporary Leave Replacement [TLR]) Faculty members shall be trained as part of their professional activity expectations and shall not receive additional compensation for their training. See [Article 10D.3c](#).
- f. Faculty members shall receive additional assistance in technical aspects of online grading from the Information Technology Services (ITS) staff and the Admissions and Records Office during normal operating hours. Staff in the Admissions and Records Office will be available to assist the Faculty member in submitting their own grades.
- g. Detailed instructions related to online grading and attendance reporting shall be provided to Faculty in the appropriate Class-Web website for Faculty. Any updates to the instructions shall be posted on this website. Instructions shall also be referenced in the website at each college.
- h. Both the face-to-face training sessions and the Online Grading and Attendance Reporting Training Guide will include instructions and directions for all aspects of the online grading and attendance reporting system (i.e., positive attendance grading, weekly contact grades, how to navigate from one course to another, etc.). The instruction guide will be updated as needed.
- i. The deadline dates for grade submissions shall be provided by Admissions and Records electronically. These deadline dates shall be provided with sufficient notice so that unit members can reasonably partake of training sessions before Grades or Census Reports are due.
- j. The deadline dates for Census reporting, “W” reporting, and Final Grades submission for all individual classes shall be provided via Admissions and Records at least one (1) week prior for each deadline date requirement.
- k. The Faculty are expected to submit their Census Reporting and Grades in a timely manner and to seek assistance in advance of deadlines, if they have difficulties with the online submissions. Consistent with current practice, the Admissions and Records Office will follow up with the Faculty member and appropriate Administrator if Census Reports or Grades are not submitted by the deadlines.
- l. It is understood that many Faculty members are comfortable using the Class-Web website and are familiar with its functionality, and these Faculty may not require formal training. It is expected that these Faculty will be able to complete grading and attendance reporting online using the Class-Web website.
- m. Submission of Mid-term Progress Report and the retention comments is optional.

9M. Reasonable Accommodation

Pursuant to [Board of Trustees Policy 3410](#) and in accordance with the 1990 Americans With Disabilities Act (ADA) and the California Fair Employment And Housing Act (FEHA), the Chabot-Las Positas Community College District prohibits discrimination against employees

with physical or mental disabilities that limit one or more major life activities such as working, walking, talking, seeing, hearing, or caring for oneself. People who have a record of such disabilities and those regarded as having a disability are also protected. The District will take all actions necessary to comply with the Americans With Disabilities Act (ADA) and the California Fair Employment And Housing Act (FEHA).

9M.1 Procedure For Accommodation

A unit member with a disability who is seeking reasonable accommodations must submit a Request for Accommodations Form ([see Appendix: Accommodation Request Form](#)) to the Office of Human Resources at least one (1) month prior to the beginning of the semester or as soon as the need for the accommodation is known to the unit member. On this form, he/she shall specify:

- a. the job-related functions at issue; and
- b. the desired accommodation(s).

Unit members may request accommodation verbally and follow up with a written request per this Section.

9M.2 Medical Verification Of Existence Of A Disability

The District will require confidential medical verification of the existence of a disability. The District may require a unit member to undergo a fitness for duty examination to determine whether the unit member can perform the essential functions of the job with or without reasonable accommodation. The District may also require that a District-approved physician conduct the examination.

9M.3 Interactive Process Discussion

The Office of Human Resources will review the unit member's request and the medical verification, if applicable, and meet with the unit member to obtain any other proposed accommodation information. The unit member is entitled to representation by the Faculty Association at the meeting. The purpose of the discussion is to work in good faith to fully discuss all feasible potential reasonable accommodations. If there is more than one possible reasonable accommodation, the District may select which accommodation to implement.

The District will not provide accommodation(s) that would pose an undue hardship upon District finances or operations, or that would endanger the health or safety of the unit member or others.

9M.4 Reasonable Accommodation Offer

Based on the outcome of the interactive process, the District shall make a "Reasonable Accommodation Offer" to the unit member, if appropriate. A copy of the offer shall be sent to the Faculty Association representative responsible for the Requests for Accommodation. The unit member may meet with the Office of Human Resources to discuss the Reasonable Accommodation Offer. Once a reasonable accommodation has been implemented, the unit member may meet with the Office of Human Resources to discuss whether the accommodation has been effective. The unit

member is entitled to representation by the Faculty Association at these interactive meetings.

The District recognizes its obligation to negotiate with the Faculty Association on any negotiable issue affected by the “Reasonable Accommodation Offer”.

9M.5 Ergonomic Equipment

Unit members who qualify as disabled under State or Federal Law (i.e., the California Fair Employment and Housing Act or the Americans With Disabilities Act), and who have a medically verified condition which could be alleviated by ergonomic equipment, and who request said equipment will be provided the necessary ergonomic equipment at no cost to the unit member, unless providing the ergonomic equipment would create an undue hardship to the District’s finances or operations or would endanger the health or safety of the unit member or others. Procurement of ergonomic equipment shall be the responsibility of the District.

9M.6 Confidentiality Of Medical Information

Any party who receives confidential information regarding a unit member’s medical diagnosis, medical history or treatment plan will safeguard the information to the maximum extent permissible that will still allow each party to perform its obligations under this Agreement and the law. Each party assumes full responsibility for its own improper disclosure of confidential medical information obtained through this process. Confidential medical information provided by a unit member’s physician will only be released to the Faculty Association with the written permission of the unit member.

9N. Admission Of Students To College Programs

Unit members teaching in a specialty program (i.e., Nursing, Dental Hygiene, Automotive, and others) shall have the authority to determine Admission Requirements to said program. Admission Requirements shall conform to Title V requirements and be submitted to the appropriate Program’s Administrator for review and approval.

9O. Cost Of Fingerprinting

The unit member shall pay for the fingerprinting required for employment.

9P. District Email for All Faculty

- a. The district shall issue, at the time of hiring, any full-time or part-time faculty member a district email address, faculty@chabotcollege.edu or faculty@laspositascollege.edu. It is further understood that any current faculty member that does not have a district email account will be issued one by December 1, 2022. All new hires will receive an email before the start of the initial term in which they work; if this is not possible then they shall receive an email at the earliest possible date.
- b. District email shall be the electronic communication method between the district and campus administration for all communications related to faculty working conditions and workload. No personal email accounts may be utilized for such activities.

- c. For faculty that want to use another email platform (gmail, yahoo, etc.), the district will provide directions for forwarding district email to such platforms. However, any response to district email communications, must come from the faculty member's district email account.
- d. The District will deactivate and/or remove accounts for individuals who have not worked for the District in the previous 24 months.

9Q. LMS Course Shell Creation for All Courses

The colleges shall ensure that course shells in the current learning management system are created for all courses automatically regardless of delivery modality once the schedule is announced.

ARTICLE 10

WORKLOAD

TENTATIVE AGREEMENT

10A. General Provisions

The intent of this Article is to assign unit members to fair and equitable workload assignments which will best serve the students of the Chabot-Las Positas Community College District. Its objective is to maximize educational opportunities for students.

- a. The District Management shall, in consultation with the District Enrollment Management Committee (DEMC), plan the District's operations including the Weekly Student Contact Hours (WSCH) per Full-time Equivalent Faculty (FTEF), in accordance with Article 26. Individual assignments may vary in terms of Weekly Student Contact Hours (WSCH) according to contractual standards referred to herein. See [Article 26: Enrollment Management](#).
- b. The assignment of each unit member will be made by the District with due regard for such factors as number and nature of preparations, teaching experience, clerical-technical, and para-professional assistance provided.
- c. Managers may not perform unit member duties if any qualified unit member is available.
- d. The District shall negotiate all matters impacting working conditions.

10B. Experimental Assignments

Specific assignments to permit experimentation, institutional research, and related matters may be authorized by the District. During the period of experimentation, a written agreement between the unit member and the District will prescribe the Load with other considerations, such as anticipated outcomes, planned evaluations, time restrictions and fiscal implications. After the period of experimentation, the Load will revert to the standards prescribed by this Article. All Agreements will be kept on file in the College's Office of Academic Services and the appropriate Administrator's Office, available for review by the unit member, and will be subject to review and renewal each Academic Year by mutual agreement. A copy of the Agreement will also be sent to the Faculty Association.

10C. Faculty Assignments

The workload of a Full-time Contract, Regular, or Temporary Leave Replacement (TLR) unit member shall be thirty (30) Calculated A Hours (CAHs) or their equivalent per Academic Year.

Unit members initially hired to teach in a specific discipline, which shall be considered their Primary Discipline, shall have the right to assignments to fulfill their Full-time Service Obligation, as defined in [Article 10D.1](#), before unit members who are qualified to teach within the discipline but for whom it is not his/her Primary Discipline.

See [Article 1C.1h](#) for definition of primary discipline.

- a. Rotational Seniority within the teaching specialty shall be used for scheduling up to this thirty (30) unit Full-time Service Obligation if requested by a Contract or Regular unit member. “Rotational Seniority” for this purpose means that if two (2) or more discipline unit members request a particular assignment in their Primary Discipline as fulfillment of their Full-time Service Obligation, then the assignment shall go to the unit member for whom it has been the longest period of time since he/she last received it, irrespective of the Distance Education course modality, as set forth in Article 19A.1. Unit members requesting Rotational Seniority shall do so in writing, to their appropriate Administrator, at or before the time that principal assignments are selected for the upcoming Term. It is understood that a unit member may only invoke this right for one (1) course or section of a course each semester when multiple sections of a given course are offered in a given Term, this right may only be invoked for one of those sections.
- b. The Full-time faculty within a Primary Discipline, in consultation with the appropriate dean, may develop an alternative process to enact Rotational Seniority, in order to emphasize other criteria within their discipline, e.g., to ensure that online course assignments are distributed fairly. Notwithstanding, if the faculty are unable to arrive at a mutually agreeable arrangement, any Contract or Regular unit member within the discipline may request Rotational Seniority in accordance with the paragraph above.
- c. ~~b.~~ In the event that a unit member is under-loaded, not able to achieve a Load equal to a Full-time Service Obligation in his/her Primary Discipline because not enough assignments are available in their Primary Discipline, that unit member shall be eligible to take assignments for Load in another discipline for which the unit member meets minimum qualifications (Secondary Discipline—see definition in [Article 1C.1i.](#))

Under normal circumstances, the unit member for whom it is a Secondary Discipline shall receive Load in that discipline after the primary members of that discipline have completed scheduling their Full-time Service Obligations, but before any assignments in that discipline are taken for overload, or offered to Emeritus Faculty or Part-time unit members.

- (1) In the event that a unit member is under-loaded due to the cancellation of an assignment, and that unit member has an overload assignment in a Secondary Discipline, that unit member shall be eligible to convert that assignment from overload to regular Load to meet his/her Full-time Service Obligation.
- (2) Notwithstanding the above, a unit member may fulfill a portion of his or her Full-time Service Obligation with assignments in a Secondary Discipline for which he or she is qualified, even when a full teaching Load is available in the Primary Discipline. In this case, assignments in the Secondary Discipline shall require mutual consent of the unit member, the Vice President of Academic and/or Student Services, the affected appropriate Administrator(s), and the Faculty in both the unit member’s Primary and Secondary College-specific Disciplines.

10C.1 Full-Service Week

~~A full service week usually has a full Instructional Faculty, Counseling Faculty, Library Faculty or Special Assignments Faculty week of five (5) days within the Academic Calendar unless prior arrangements are agreed to in writing by authority of their appropriate Administrator. These prior arrangements may include a four (4) day scheduled assignment, if the appropriate College Vice President certifies that the schedule is consistent with the Discipline Plan submitted to the appropriate College~~

~~Enrollment Management Committee (CEMC), See Article 10D.7 (Assignments Outside the Fall and Spring Semesters) for assignments outside the one hundred and seventy-five (175) day Academic Calendar.~~

It is understood that all Full-time unit members are expected to participate professionally in the work of the college and District, which happens five (5) days per week. As such, Full-time unit members may be held accountable to participate in committee and required meetings in-person/on campus, on days other than their scheduled assignment days if they have less than a five (5) day on-campus assignment.

10C.2 Final Examination Week

The Final Examination Schedule will replace the regular assignment of Instructional Faculty during the Final Examination Days. Instructional Faculty with one hundred percent (100%) Contract, Regular and Temporary Leave Replacement (TLR) status shall post five (5) office hours with no more than two (2) office hours in any one (1) day except when rescheduled by their appropriate Administrator, and shall otherwise advise their Administrator of their whereabouts on campus by a written schedule. Counseling Faculty will hold eighteen (18) scheduled counseling hours during Final Examination Week except as their Administrator may make adjustments. Library Faculty and Special Assignments Faculty will provide their full service week during Final Examination Week except the last day of finals which shall be four (4) hours. For unit members with Contract, Regular or Temporary Leave Replacement (TLR) status teaching less than a one hundred percent (100%) Load, a proportionate assignment will be served in each instance. See [Article 10D.3a](#).

A final examination or course-related activity will be given in each course during the Final Exam Week. The final examination or course-related activity is planned to be two (2) hours in duration.

With the approval of their appropriate Administrator, unit members holding final examinations in locations other than those scheduled shall give prior written notification to their appropriate Administrator five (5) working days prior to the scheduled final examination time.

10C.3 Alternative Duty (For Four [4] Or More CAHs)

An alternative duty assignment shall be any assignment of duties which are not part of the conventional faculty assignments as Instructional Faculty, Counseling Faculty, or Library Faculty. Faculty Senate Presidents and Faculty Association Officers with reassigned time are excluded from this process. Alternative duty assignments shall be on the basis of two and a ~~sixth (2.17) half (2.5)~~ weekly hours per one (1) Calculated A Hour (CAH), ~~though it is understood that these assignments subsume one (1) weekly hour of which shall not subsume any portion of the five weekly hours of professional activities (as described in Article 10D.3c) for full time faculty. for every three (3) Calculated A Hours (CAHs) allotted.~~ Alternative duty assignments are college specific. Alternative duty assignments in the District Office shall be advertised District-wide.

Unit members shall be evaluated on their alternative duty assignment by the negotiated form for this purpose. [See Appendix](#): Alternate Duty Evaluation Form.

The provisions below do not apply if the unit member's primary assignment involves duties as a Coordinator or Special Assignments Faculty person. [See Article 10D.1f.](#) Alternative Duty assignments for Instructional Faculty, Counseling Faculty, and Library Faculty which include four (4) or more Calculated A Hours (CAHs) per semester shall be made on the following basis:

- a. The opportunity to perform these tasks shall be reopened every three (3) Academic Years, unless the Faculty Association and District agree to the length of the assignment, with the understanding that one (1) unit member cannot serve in an alternative duty assignment for more than three (3) Academic Years without reapplying. Continuation in the alternative duty assignment is contingent upon satisfactory performance. [See Appendix:](#) Alternate Duty Evaluation Form.
- b. Notification of available positions shall be announced by October 1, with an application deadline of October 31. The timeline shall be negotiated on a case-by-case basis for positions that arise later in the Academic Year. A single list for each college will be coordinated and sent out from the Office of Academic Services that includes a list of all assignments and assignment descriptions and qualifications. If new alternative duty opportunities become available mid-year, the appropriate Administrator will follow the process outlined in this Section.
- c. The appointment to any assignment shall be through the use of a posted assignment description and Internal Review Committee which will make its recommendation to the appropriate Administrator. The appropriate Administrator will coordinate the process. The assignment description will include a statement of assigned duties, responsibilities, expectations, and qualifications. The posted assignment description shall be distributed via district email.
- d. The Internal Review Committee will be comprised of two (2) Faculty representatives from appropriate or related discipline(s), one (1) representative from the Academic Senate, and one (1) representative from the Faculty Association, and the appropriate Administrator. The Internal Review Committee shall give serious consideration to "rotating" the alternative duty assignment to other qualified candidates.
- e. Contract and Temporary Leave Replacement (TLR) Faculty hired as Instructional Faculty, Counseling Faculty, or Library Faculty shall not be granted reassign time for the first two probationary contracts. If, however, a Contract or Temporary Leave Replacement (TLR) Faculty person is hired with demonstrable work experience outside of his/her primary assignment, management shall have the option to offer the unit member up to but not exceeding four (4) CAHs of reassign time. See [Article 14B.7.](#)

10C.4 Specific Reassign Time Provisions

- a. **Faculty Senate Presidents, Directors, Chairpersons, Coordinators and Academic Committee Chairs**

- (1) **Eleven (11) Month Assignments**

~~Effective Fall Semester, 2019,~~ If the appropriate Administrator and eligible Faculty member at Chabot or Las Positas mutually agree to the provisions herein, the Faculty Member will be assigned to an eleven (11) month contract with up to one hundred percent (100%) reassigned time.

It is understood that the eleventh (11th) month of service is to be performed outside of the one hundred seventy-five (175) required duty days. The duties for the eleventh (11th) month shall not include duties for Professional Responsibilities ([Articles 14C.5](#) and [15C.5](#)) or Office Hours ([Article 10D.3a.](#)). Eligible positions are:

- Articulation Officer
- Athletic Director
- Athletic Trainer
- Dental Hygiene Program Director
- Institutional Researcher
- Nursing Program Director
- Tutoring Coordinator

Subject to CalSTRS or CalPERS regulations, Faculty hired in the above positions prior to August 1, 2019, will have the option of electing to serve a ten (10) month contract and be compensated under the provisions of [Article 17B.2](#) for Summer Sessions; Or:

With mutual agreement between the Faculty and appropriate Administrator, Faculty may serve an eleven (11) month position to be compensated at one hundred ten percent (110%) of their salary on the [salary schedule](#). All Faculty assigned to an eleven (11) month contract shall not be allowed to utilize the provisions of [Article 17B.2](#).

If at any time the Faculty member assigned to an above-named position mutually agrees to serve in an eleven (11) month position, their option to exercise the provisions of [Article 17B.2](#) shall be voided and they will be deemed to be assigned to an eleven (11) month contract for the duration of their assignment in that position.

At such time that a future Faculty job opening is to be posted for any of the above positions, it shall be at the discretion of management, as to whether the position is offered as a 10-month or 11-month contract.

(2) Reassign Time for Faculty Senate Presidents

The Faculty Senate President at each campus will receive seven and one-half (7.5) Calculated A Hours (CAHs) for both the Fall and Spring semesters and up to two (2) Calculated A Hours (CAHs) for work to be performed during the Summer Session by mutual agreement of the Faculty Senate President and the College President.

(3) Faculty Senate Clerical Support and Officer Compensation (other than the Senate President)

Clerical Support or Officer Compensation (other than the Academic Senate President): The Academic Senates at each campus will choose either Option A or Option B for clerical support through a process developed by each Academic Senate.

Option A

During the Academic Year, the District shall provide twenty-five (25) hours per month of clerical support to the Academic Senates at each college campus for the performance of duties including the transcription and preparation of meeting minutes, maintenance of the Academic Senate website, and making copies of Academic Senate materials.

Option B

The Academic Senates at each campus may elect to utilize three (3) Calculated A Hours (CAHs) at the “F” Hour rate to distribute to officers, other than the Faculty Senate President, for the duties in Option A or as needed for Academic Senate work.

(4) Reassign Time Faculty Senate Committee Chairs

The Chairpersons/Coordinators of the following Faculty Senate Committees shall be compensated at no less than twelve (12) Calculated A Hours (CAHs) per Academic Year:

Curriculum Chair

The Chairpersons/Coordinators of the following Faculty Senate Committees shall be compensated no less than six (6) Calculated A Hours (CAHs) per Academic Year:

Program Review/Resource Allocation*
Student Learning Outcomes Chair

*May be divided up among subcommittee responsibilities.

The Chairpersons/Coordinators of the following Faculty Senate Committees shall be compensated at no less than four (4) Calculated A Hours (CAHs) per Academic Year:

Professional Development Coordinator

(5) Reassign Time Districtwide Committee Chairperson

The Sabbatical Leave Committee Chair shall be compensated no less than two (2) Calculated A Hours (CAHs) per Academic Year.

(6) Reassign Time for Faculty in Programs with External Accreditation and/or subject to Substantial Regulations

If either Chabot or Las Positas assigns Faculty to the following positions, those positions will be assigned reassign time at no less than ~~six (6)~~ nine (9) Calculated A Hours (CAHs) per Academic Year. ~~If the Faculty member assigned to a position listed below is compensated above six (6) Calculated A Hours (CAHs) annually, they will be held harmless at their current compensation, based on Academic Year 2018-19.~~

Medical & Public Safety

Fire Service Technology Coordinator (LPC)

Fire Technology Coordinator (Chabot)

Paramedic Training Program Coordinator (LPC)

Sheriff's Academy Coordinator (Chabot)

Assistant Directors or other programs subject to substantial regulation.
If either Chabot or Las Positas assigns Faculty to the following positions,
those positions will be assigned reassign time at no less than six (6) Calculated
A Hours (CAHs) per Academic Year.

Assistant Athletic Director (LPC)
Associate Athletic Director (Chabot)
Viticulture Coordinator (LPC)
Assistant Director of Nursing (Chabot)
Medical Assisting Director (Chabot)
Early Childhood Development Coordinator (Chabot)
Early Care and Education Program Coordinator (LPC)
Automotive Technology (Chabot)
Automotive Technology (LPC)

(7) Core Reassign Time

Every year, each college will be allocated a portion of ~~two hundred fifty (250)~~ two hundred (200) Calculated A Hours (CAHs) [~~equivalent to sixteen and two thirds (16 2/3) semester Full-time Equivalent Faculty (FTEF)~~] of ~~reassign time, as part of a pilot program that will sunset on June 30, 2022.~~ The Calculated A Hour (CAH) allocated to each college shall be in the same proportion as that of the College FTES targets set by the District Enrollment Management Committee (DEMC) for the previous Academic Year.

The ~~two hundred fifty (250)~~ two hundred (200) Calculated A Hours (CAHs) shall be allocated for core work related to the criteria listed below. It is further understood that work funded by this reassign time allocation will involve work across multiple criterion listed below:

- (a) Curriculum development and/or modification
- (b) Discipline plan and program review development
- (c) Scheduling of classes in coordination with the appropriate Administrator
- (d) Coordinate with the appropriate Administrator on matters of budget; initiation of the purchase of instructional materials and supplies
- (e) Coordinate the maintenance of departmental facilities and the purchase, maintenance, and repair of equipment
- (f) Identify and recommend candidates for the recruitment of all new Part-time Faculty and staff in the department
- (g) Coordinate the peer evaluations for Part-time Faculty
- (h) Coordinate timely completion of Student Learning Outcomes (SLOs) and other course and program assessments
- (i) Coordinate effective modes of communication with Administration, Faculty, staff, students and community on areas of interest to the department and programs
- (j) Faculty advising and major support such as student recruitment, retention, and persistence in accordance with [Article 10D.6](#).

- (k) Coordinate with Faculty and Classified Professionals on disciplines, area and/program needs and concerns
- (l) Conduct data analysis in coordination with the Office of Institutional Research
- (m) Participate in the planning and coordination of Student Centered Funding Formula activities and projects

It is further understood that the Calculated A Hours (CAHs) of reassign time allocated to positions in other sections of [Article 10C.4](#) shall not be funded from the ~~two hundred fifty (250)~~ two hundred (200) Calculated A Hours (CAHs) in this section.

Each College will develop a process to distribute the allocated reassign time at their site.

Each College will form a committee for the allocation of the above core work coordination reassign time that will include at a minimum the following members:

- Vice President, Academic Services
- Vice President, Student Services
- President of the Faculty Association or Designee
- President of the Academic Senate or Designee

The committee will develop a ranked list of the College's allocation of ~~pilot~~ project core work funds reassign time assignments from the requests at each College based on the need of each division for recommendation to the College President. The College President will approve the final allocation for each College.

~~Parties agree that this is a pilot program (Reassign Time) that sunsets on June 30, 2022 or until this contract is no longer in effect. The parties agree that an evaluation will be conducted during this contract period to determine by mutual agreement whether this program should continue.~~

~~Further, the parties agree that if the District experiences reductions in funding during the Term of this Agreement, the District has the right to re-open Reassign Time. In the event that the parties do not reach mutual agreement on resolving issues, the parties will meet with a mediator to reach resolution. If a resolution is not reached, the program will be discontinued for the duration of the Agreement or until this contract is no longer in effect.~~

(8) Grant and Categorically-Funded Reassign Time

The allocation of ~~two hundred fifty (250)~~ two hundred (200) Calculated A Hours (CAHs) reassign time shall not be used to fund reassign time for assignments that are associated with categorical or grant ~~funded~~ programs if there is funding available through the categorical or grant program funding for reassign time. In the event that an assignment funded by a categorical or grant source is no longer eligible for that funding, it shall be permissible for that assignment to be funded from the ~~two hundred fifty (250)~~ two hundred (200) Calculated A Hours (CAHs).

(9) Exclusion of Innovation and Special Projects

The above reassign time shall not be used to fund innovation or special projects that may arise in the normal workings of the Colleges. Innovation and special project reassign time funds shall come from outside the ~~two hundred fifty (250)~~ two hundred (200) Calculated A Hours (CAHs) of reassign time or external sources.

(10) Reassign Time Remote Work

Reassignment work can be done remotely, by mutual agreement with the appropriate administrator, and as appropriate to the reassign time assignment.

Notwithstanding, each college may augment the above allocations.

10D. Workload Assignments For Contract, Regular, And Temporary Leave Replacement (TLR) Faculty

([See Appendix](#): Load Sheet Memo & Sample.)

a. Dual College Service for Load

Unit members can achieve their Full-time Service Obligation (full Load) by teaching at both colleges with the mutual consent of the unit member and appropriate Vice President at each college.

b. Minimum Qualifications

Contract and Regular unit members shall receive full Load assignments and opportunities for overload and Summer Session assignments in their Primary Discipline. (See [Articles 10D.10-11.](#)) Minimum Qualifications shall be used to determine overload and Summer Session assignment eligibility and to augment a Load assignment if it is under-loaded.

c. Application of Load to Summer Session Assignments

If there will be no adverse effect on students or programs during the regular Academic Year, and if mutually agreed upon by the unit member and appropriate Vice President, up to two (2) Summer Session assignments can be counted toward the Academic Year Load requirement. If Summer Session assignments count toward the Academic Year Load requirement, then the unit member shall be credited this entire Load amount resulting in a reduced Load during the Academic Year immediately subsequent to the agreed-upon Summer Session assignment(s) at the unit member's discretion.

Notwithstanding, the unit member will fulfill all of his or her professional obligations during the Academic Year, commensurate with a full Load. This provision applies to Regular unit members only. [See Appendix](#): Summer Assignment: Form for Load Credit.

The effect on the unit member's Sick Leave balance and office hour obligation shall be as described in [Article 17E](#).

10D.1 Primary Assignment Hours

[See Appendix](#): Lab Load - Establishing Eligibility.

The Full-time Service Obligation (Load obligation) is thirty (30) teaching units of Calculated A Hours (CAHs) per Academic Year, averaging fifteen (15) Calculated A Hours (CAHs) per Semester, or the equivalent as defined herein.

a. **Faculty Lecture Hour A (CAH) is 1.00**

Calculated Faculty Hour A (CAH) has a teaching unit value equal to an hour-for-hour equivalence between assigned weekly lecture hours and Faculty teaching units [e.g., three (3) weekly lecture hours equals three (3) Calculated A Hours (CAHs)]. These hours are typically known as lecture hours and presume one (1) hour of preparation and grading for each hour in class.

b. **Laboratory Hour B is calculated at 0.56, 0.75, 0.80, or 0.875 of a Calculated Faculty A Hour (CAH) and includes the following:**

- (1) **Faculty Hour B.1 at 0.75 of a Calculated A Hour** is a classroom teaching hour in technical laboratories, clinics, studios, physical education activities, practice and performance classes, individualized instruction for credit apportionment, and other lab settings not included below.
- (2) **Faculty Hour B.2 at 0.80 of a Calculated A Hour** is an hour of line-of-sight supervision of Nursing students in a hospital setting that is accounted for through positive attendance as well as the courses in [Appendix XX](#). Faculty Laboratory Hour B.2 is also assignable to laboratory hours in any discipline in which it is shown that
 - (a) continual line-of-sight supervision is needed for safety reasons, and
 - (b) the level of grading or evaluation of student work necessitates a level of Instructional Faculty's involvement that significantly exceeds that normally expected for laboratory courses.

Additional courses approved for Faculty B.2 are in [Appendix XX](#).

- (3) **Faculty Laboratory Hour B.3 at 0.875 of a Calculated A Hour (CAH)** laboratory classroom teaching hour for courses that, in addition to meeting the standards described above for Faculty Laboratory Hour B.2, involve grading a minimum level of "professional quality" laboratory reports (or the equivalent), as demonstrated by
 - (a) Grading criteria specified in the course outline of record, and
 - (b) A written Discipline Standard that details how the course meets this requirement.

Courses approved for Faculty Hour B.3 are in [Appendix XX](#).

(4) **Faculty Laboratory Hour B.4 at 0.56 of a Calculated A Hour (CAH)**

Laboratory classroom teaching hour for individualized instruction for credit, specifically for programs in which individualized instruction is required to meet transfer or accreditation requirements (e.g., applied lessons for transfer programs in Music).

The following provisions shall apply:

- (a) A Discipline offering such as individualized instruction will demonstrate how it meets its productivity goals in its Discipline Plan;
- (b) Unit Members providing individualized instruction will perform such duties on an Overload or Part-time basis.

Example: Applied lessons scheduled for 33.5 minutes per week for the

duration of a semester are calculated at 0.67 hours per week. Such an assignment thus carries a Load calculation (pay-basis) of:

$$(0.56 \text{ Load Factor}) \times (0.67 \text{ weekly hours}) = 0.375 \text{ CAH.}$$

- (5) The District and Faculty Association shall meet annually to negotiate any further proposals for increased Load for selected laboratory-based courses. Specific guidelines on how disciplines may establish eligibility of their courses for Faculty Hour B.2 or Faculty Hour B.3 are set forth in the [Appendix](#): Establishing Eligibility For Faculty Laboratory Hours B.2 and B.3.

(6) **Faculty Hour B.5 at 0.625 of a Calculated A Hour (CAH)**

Laboratory classroom teaching assignments in Basic Skills English which involve writing instruction, specifically in the following courses: English 101A and 102 at Chabot College.

c. **Faculty Hour C is calculated at either 1.17 or 1.25 of a Calculated Faculty Hour A (CAH).**

- (1) **Faculty Hour C.1** is a classroom teaching hour of 1.17 of Faculty Hour A with a class size of twenty-five (25) students for the courses in [Appendix XX](#).

- (2) **Faculty Hour C.2** is a classroom teaching hour of 1.25 of Faculty Hour A with a class size of twenty-eight (28) students for the courses in [Appendix XX](#). English 1AEX and 104 at Las Positas College will have a class size of twenty-five (25) students.

- d. **Counseling Faculty Hour D is calculated at ~~0.60~~ 0.545 of a Calculated Faculty Hour A (CAH)**, based on twenty-seven and a half (27.5) ~~twenty-five (25)~~ scheduled hours per week. Workload requirements are described in greater detail in [Article 10D.4](#). Faculty Hour D is a scheduled hour of assignment of Counseling Faculty for general students and/or special programs. In addition, the Counseling Faculty unit member will be required to maintain his or her two and a half (2.5) five (5) hours of weekly professional Counseling Faculty activities and five (5) weekly professional activity hours. (See [Article 10D.3c.](#)) If a Full-time, Regular Counseling Faculty unit member's assignment includes the coordination of a related program, the hours spent on this coordination will be calculated as F Hours, with the understanding that F-Hour load subsumes a corresponding portion of the Counseling Faculty unit member's weekly scheduled "D" hours and Counseling Faculty activities ~~and weekly professional activities~~.

- e. **Library Faculty Hour E is calculated at .50 of a Calculated Faculty Hour A (CAH)**, based on thirty (30) scheduled hours per week. Workload requirements are described in greater detail in [Article 10D.5](#). If a Full-time, Regular Library Faculty's assignment includes the coordination of a related program, the hours spent on this coordination will be calculated as F Hours, with the understanding that these hours do not count towards the Library Faculty unit member's other obligations. In addition, the Library Faculty unit member will be required to maintain his/her two and one half (2.5) hours of professional Library Faculty activities weekly and five (5) professional activity hours weekly. See [Article 10D.3c.](#)

- f. **Special Assignments Faculty Hour F is calculated at ~~0.40~~ 0.46 of a Calculated Faculty Hour A (CAH)**, and is an hour of Special Assignments that is different from the duties of [Article 10D.1a-e.](#), above. These duties may involve coordination of programs, projects, research, Faculty and professional development. ~~Any fraction of the primary teaching assignment assigned to the “F” Hour will be subtracted proportionately from the total assignment.~~ -

Effective Fall Semester, 2022, Faculty Hour F is based on 32.5 hours per week, which shall not subsume any portion of a Full-time unit member’s five (5) weekly hours of professional activities. One (1) CAH of F Hour work is equivalent to 2.17 weekly hours over a full semester, or thirty-eight (38) hours in aggregate.

- g. **Load Factors Specific to Non-Credit Instruction:**

(Also see [Article 10I.](#)) When Faculty Hours G.1 or G.2 are applied to Faculty Load for Full-time Faculty (in accordance with Article 10I.6f.), the Calculated A Hour (CAH) Equivalent Load Value is computed as follows:

$$\text{CAH Load Value} = (\text{Total Hours}) \times (\text{Load Factor}) \div 17.5$$

A single noncredit course can be made up of a combination of G.1 and G.2 hours as determined by the Course Outline of Record. Such combination shall be determined either in the curriculum process, or shall otherwise follow a procedure comparable to how lecture and laboratory hours are established in the curriculum process.

- (1) **Faculty Hour G.1 at 0.75 Load Factor** is a noncredit instructional hour in which Faculty are responsible for facilitating learning in a whole group, small group, laboratory, or individualized environment. Instructors in this category will be expected to do some grading and preparation, as well as to set the activities and structure for all classroom learning experiences. In many instances, students will be expected to do additional preparation or work outside of the classroom. In some instances, the instruction is part of a defined sequence which prepares students for employment or to be successful in college-level credit coursework.
- (2) **Faculty Hour G.2 at 1.0 Load Factor** is an hour of instruction in a noncredit course that is part of a defined sequence which prepares students for employment or to be successful in college-level credit coursework. Course Hours approved for Faculty Hour G.2 will be expected to qualify for Career Development College Preparation (CDCP) Apportionment. Instructors in this category will provide a similar time commitment and level of preparation and grading as is expected in credit A Hour courses.

- h. **Faculty Tutorial Hour H (No Load Value).**

Faculty Hour H is a tutorial hour of an instructor supervised time-on-task that may include group instruction or one- on-one interaction between instructor and student. This instruction may take place in a lab, classroom or other technology supported learning environment, or in clinical and similar settings. Faculty Hour H does not count toward Full-time or Part-time Load, and does not count toward the sixty-seven percent (67%) Load limitation for Part-time Faculty. (See [Article 21G](#) for hourly compensation rates.)

i. **Definition of Hours**

Instructional (Teaching) hours consist of fifty (50) minutes; Counseling Faculty, Library Faculty, and Specific Assignments Faculty hours are sixty (60) minutes. Faculty shall conduct class during scheduled class hours as specified in the Class Schedule.

~~j. **Distance Education**~~

~~All Distance Education courses being taught for the first time by a particular Instructional Faculty unit member or being taught in a Distance Education format for the first time or being taught for the first time in either of the colleges must be submitted for approval to the appropriate College Curriculum Committee and any additional committee as required by the specific college.~~

10D.2 Specific Assignment Hour Definitions

a. ~~**Cooperative Work Experience (Work Experience/Internship) Credit**~~

~~0.125 Faculty Calculated A Hour (CAH) Credit is given for each student enrolled at census in Cooperative Work Experience courses (94 and 95 at Las Positas; 95 and 96 at Chabot, or for ECE 95/96 at Las Positas). This compensation will be in addition to any mileage reimbursement provided as the result of required worksite visit(s). Faculty members teaching in the program will adhere to all the conditions set forth in the Cooperative Work Experience Program by the appropriate Work Experience Coordinator (e.g., Orientation attendance ~~once per three (3) years~~, utilization of standard forms, and other processes and procedures as they relate to the successful administration of the Cooperative Work Experience Program).~~

~~NOTE: Work Experience courses as described in Title 5 § 55256.5 can be repeated up to a total of 16 units per student because there is no lecture component to these classes.~~

b. **Service Learning**

One (1) unit Calculated Faculty Hour A (CAH) Load credit is given for a weekly one (1) hour lecture in which the class discusses issues in the community, receives training, and participates in reflection activities on their volunteer experience. In addition, 0.125 Faculty Calculated A Hour (CAH) Credit is given for each student enrolled at census ~~0.75 units of Calculated A Hours (CAHs) are given for every ten (10) students~~ participating in the fieldwork “community service” segment of the course.

~~If an Instructional Faculty member supervises field work for one (1) Academic Year and the total number of students reaches ten (10) or more, then the Instructional Faculty member will receive 0.75 of a Calculated A Hour (CAH) as described above.~~

~~NOTE: Service Learning courses, which contain a lecture component, are not repeatable as specified in Title 5 § 55256.5.~~

c. **Team Teaching**

If more than one (1) Instructional Faculty unit member is assigned to a class, the Instructional Faculty unit members will apportion the Load credit unless sections are combined to produce a proportionate increase in class size. In multiple team

teaching situations where more than one (1) Instructional Faculty unit member is assigned to teach and be present in the class, Load credit shall be given according to the time each is assigned and present in the class. See Article 14C.6 for textbook requirement.

d. **Colloquium**

A Colloquium is a group of students who meet with an Instructional Faculty member to consider ideas or documents of continuing importance, or a special topic. A Colloquium involves a Contract between the unit member and the appropriate Administrator and Vice President.

Individual unit members may request up to one (1) Colloquium per semester as part of their workload obligation. ~~Colloquium credit is granted at the rate of one-half (0.5) of a Calculated A Hour (CAH) for every six (6) students. For each particular colloquium, 0.125 Faculty Calculated A Hour (CAH) Credit is given for each student enrolled at census.~~ A Colloquium may last one (1) or more semesters,; however the Load credit each semester will be based on the number of students enrolled at Census that Term. See [Article 1C.1.cc.](#) for Census definition and [Appendix: Colloquium: Request to Offer.](#))

e. **Coaches see [Article 21J.1.](#)**

(1) Rotation for Forensics. The Communication Studies faculty at each campus shall determine a rotation process for the Director of Forensics position from the pool of all qualified faculty in the discipline with an interest in coaching Forensics. If the discipline faculty are unable to come to an agreement, the appropriate administrator will determine the rotation of faculty for the position. In the event that there is a full-time faculty member in the Director of Forensics position that would like to continue in the position, then no rotation need take place, relative to the agreement of the pool of all qualified faculty in the discipline as noted above.

10D.3 Other Assignment Hours

a. **Office Hours**

(1) **Obligation**

Full-time unit members whose Load is one hundred percent (100%) teaching shall have five (5) scheduled office hours per week during the Academic Year. Of the five (5) scheduled office hours a maximum of two (2) scheduled hours may be virtual. ~~Of the five (5) scheduled office hours a minimum of three (3) hours shall be held on campus.~~ Unit members whose teaching Load in a given semester is less than one hundred percent (100%) shall have their office hours obligation reduced proportionately to their teaching assignment at the ratio of one (1) office hour for every three (3) Calculated A Hours (CAHs) of instruction. For instance, if a Full-time unit member's teaching Load is nine (9) Calculated A Hours (CAHs), then the unit member shall have three (3) scheduled office hours per week during that semester.

If the unit member's teaching Load up to fifteen (15) Calculated A Hours (CAHs) is not divisible by three (3) Calculated A Hours (CAHs), then he/she

shall serve half of the remaining office hour if the remainder is one and a half (1.5) Calculated A Hours (CAHs) or less. If the remainder is greater than one and a half (1.5) Calculated A Hours (CAHs), the unit member shall serve the full office hour.

Example:

Teaching Load of ten (10) Calculated A Hours (CAHs) equals three and a half (3.5) office hours per week.

Teaching Load of eleven (11) Calculated A Hours (CAHs) equals four (4) office hours per week.

(2) **Summer Session**

[See Article 17D](#) (Summer Session Office Hours).

(3) **Procedures**

Office hours should be structured to serve the students' needs (*e.g.*, proximate to class time, meeting the needs of student availability, and mapped to the work flow of classes).

(a) Office hours must be listed in the syllabus.

(b) Office hours must be consistent from week to week, unless students are notified of any change, the workday prior to the change.

(c) ~~Up to forty percent (40%) of office hours can be virtual (*e.g.*, phone, video conferencing).~~ For full-time unit members, three (3) office hours per week must be held face-to-face on the specific campus to which you are assigned.

(d) Up to two (2) office hours can be scheduled for each work day.

(e) Virtual office hours can be held anytime between 7 a.m. and 11 p.m. Monday through Sunday.

(f) ~~(e) On-Campus/in-person~~ Office hours can be offered held between 8 a.m. and 10 p.m. Monday through Saturday or Sunday Thursday, or between 8 a.m. and 5 p.m. on Friday. In addition, On-Campus/in-person office hours can be held between 8 a.m. and 5 p.m. on Saturday by mutual agreement with the appropriate Administrator.

(g) ~~Office Hours can be held between 8:00 a.m. and 10:00 p.m.~~

(4) **Effect of Leaves of Absence**

Regular Faculty who are on a Leave of Absence and who teach on a Part-time Faculty basis during the Leave of Absence may schedule paid office hours according to the provisions of [Article 18J.4-6](#).

~~(5) **Distance Education Courses**~~

~~If the primary mode of instruction of a course is via Distance Education, the Instructional Faculty member may conduct the required office hour for the course via Distance Education (see [Article 10F](#).) for Distance Education definition). Up to a maximum of three (3) office hours per week for those Instructional Faculty members providing sixty percent (60%) or more of Instructional Load via Distance Education are permitted. Distance~~

~~Education office hours shall be posted online and outside the Instructional Faculty member's office.~~

(5) ~~(6)~~ **Split Assignments**

Any unit member who has a split assignment between the two (2) college campuses shall conduct office hours at each campus in proportion to their Load at each campus. Notice of office hours and their location shall be posted outside each office and filed with the appropriate Administrator. Office hours shall be stated in the class Syllabus.

b. **Two (2) Required College Hours or Other Forums**

The colleges may institute College Hours or some other forums to enable all Faculty, Administrators, and students to be able to meet with the Chancellor, Vice Chancellors, Presidents, Faculty Senate, Faculty Association, divisions, subdivisions, and/or college-wide committees on a regular basis. Full-time unit members will make themselves available for meetings during these times, and these meetings shall be deemed part of the five (5) required Professional Activity Hours described in Section c [Article 10D.3c] below.

(1) **Required Division and "Town Hall" Meetings**

Pursuant to this provision, the colleges may schedule standing monthly Division and/or Town Hall meetings. Full-time unit members shall be required to attend these meetings.

c. **Five (5) Required Professional Activity Hours**

Professional activities listed in this Section shall be considered to represent an additional five (5) hours per week, at least one hour (1) of which should be tasks related to creating and assessing Student Learning Outcomes (SLOs), Service Area Outcomes (SAOs), Course Learning Outcomes (CLOs), and/or Program Level Outcomes (PLOs), such as designing and planning assessments for course or program outcomes, pedagogy, mapping learning outcomes, reflecting on assessment results, classroom practice, dialoguing with colleagues on identified gaps derived from assessment data, improving assignments, content, equity focused practices and theories, or course delivery based on assessments, teaching methodology, reporting assessment work in program review or assessment management system, curriculum, and/or refining and updating student learning outcomes. All Contract, Regular and Temporary Leave Replacement (TLR) unit members will participate in activities including the following:

- (1) attend and participate in Faculty meetings, Division meetings, subdivision and/or task force meetings, Chabot College Hour activities and/or Las Positas Town Hall meetings;
- (2) hold memberships in the Faculty Senates, and/or College or District committees;
- (3) participate in program and subject area improvement tasks such as program review and accreditation; ~~creating and assessing Student Learning Outcomes (SLOs), Service Area Outcomes (SAOs), Course Learning Outcomes (CLOs), Program Level Outcomes (PLOs), articulation, and mentoring Contract (non-tenured) and Part-time Faculty;~~

- (4) meet deadlines in submittal of grades and Census Reports - see Article [1C.1cc](#). for Census definition;

In addition to the activities listed above, as part of the five (5) weekly professional hours, unit members may also take part in activities listed below that include, but not limited to the following:

- (5) professional development activities outside of Flex Days - see [Article 1C.4g](#). for Flex Day definitions;
- (6) special responsibilities that may be appropriate to a particular unit member's assignment, such as attending advisory committee meetings, or maintaining contacts with other educational institutions, organizations, businesses or industry;
- (7) advising student clubs or activities, or other student mentoring;
- (8) outreach activities to other educational segments and the community;
- (9) tasks related to the coordination of a program or discipline that are not otherwise compensated through Reassign Time.
- (10) mentoring – see Articles 14C.5 and/or 15C.5. ([Hyperlink needed](#))

When the unit member has assignments for Load in more than one (1) division, it is understood that he/she will normally devote a proportionate amount of time to the work of each division.

When a unit member is on any type of Leave of Absence, no professional activities are required.

d. Exception to Committee Service

- (1) Any Full-time unit member may choose to receive prior required training and then participate in four (4) Part-time Faculty unpaid evaluations in one semester, in lieu of serving on a standing committee for the semester. Evaluation training sessions shall be conducted on an annual basis as described in [Article 18I.8](#). Evaluators must be appointed by the appropriate Administrator.
- (2) See [Article 14C.5e](#).

10D.4 Counseling Faculty Workload

a. Hours Per Week

The Counseling Faculty Assignment shall consist of ~~twenty-five (25)~~ twenty-seven and one-half (27.5) hours of direct scheduled academic, career, and personal counseling, of which two and one-half hours is focused on proactive and follow-up student contact via telephone and electronic mail plus five (5) additional hours of professional Counseling Faculty activities, plus two and one half (2.5) hours of professional Counseling Activities, and five (5) hours of professional activities as described in [Article 10D.3c](#).

~~The five (5) hours of professional Counseling Faculty activities include: additional preparation; follow up and electronic mail involving student contact; program development; professional development; counseling workshop~~

~~preparation; and liaison with high schools, instructional divisions, and other college groups.~~

The two and one-half (2.5) hours for professional Counseling Activities for guided pathways work including success teams, participation in discipline planning as described in 26E.7; and liaison with instructional areas.

b. Scheduled Counseling Hours

~~The twenty-five (25) twenty-seven and one-half (27.5) scheduled hours of assignment shall include Appointment Counseling Faculty Hours, Drop-In Counseling Faculty Hours, Student Onboarding and Orientations and other Student Equity & Achievement (SEA) program activities. Appointment Counseling Faculty Hours or Drop-in Counseling Faculty Hours may be scheduled during College Hour at Chabot College. Student Group Counseling Sessions (e.g. abbreviated education planning), Program Planning Sessions, Counseling Related Workshops (e.g. transfer related workshops), Transfer Related Workshops, and Embedded Counseling Hours (e.g. Guided Pathways Counseling), proactive and follow-up student contact via telephone and electronic mail. may be included in the Master Schedule if mutually agreed upon by the Counseling Faculty and Area Administrator; these Counseling Faculty activities will be included in the production of the Master Schedule.~~

- (1) Appointment Counseling Faculty Hours are scheduled on the basis of an average of two (2) per hour except for when such tasks may necessitate additional time, up to one (1) hour, as determined by the appropriate Administrator in consultation with the Counseling Faculty.
- (2) Drop-In Counseling Faculty Hours are scheduled on an “as needed” basis for needs other than Specific Appointment Counseling Faculty Hours.
- (3) Student Onboarding Sessions Orientations and Student Group Counseling Sessions ~~are repetitive presentations~~ to new and returning students.
- (4) If students scheduled for Appointment Counseling leave early or miss appointments, Counseling Faculty shall follow Counseling Department procedures as determined by the appropriate Administrator in consultation with the Counseling Faculty.
- (5) Full-time unit members shall have the opportunity to perform a portion of their professional responsibilities which include student contact hours in a remote modality with administrator approval. The administrator will determine the distribution of remote assignments across the week. No more than twenty-two percent (22%) of the Counseling Faculty member’s student contact hours (“D” Hours for load) will be scheduled to be performed remotely. The total scheduled online hours for a Counseling Faculty member who also instructs online, cannot exceed sixty percent (60%) of their full-time load. Virtual and in-person counseling services will be delivered from campus offices on the non-remote work days of each week.

c. Other Specific Provisions for Counseling Faculty

- (1) Professional Activities see [Article 10D.3c-d](#).
- (2) When Counseling Faculty perform credit instruction for Load, their regularly scheduled counseling hours shall be reduced commensurately,

excepting for that which is accounted as a workload residual in accordance with [Article 10D.9](#). For the purpose of this provision, one (1) Calculated A Hour (CAH) is equivalent to ~~32.083~~ 29.16 cumulated scheduled counseling hours, or ~~1.833~~ 1.67 hours per week over the duration of a 17.5 week semester. [e.g., a 3 Calculated A Hour (CAH) credit assignment displaces five and a half (5.5) weekly Faculty Hour-D (“D” Hours).]

~~It is understood that the office hours associated with the credit assignment shall be subsumed by, and served concurrently with, the five (5) hours of professional Counseling Faculty activities defined in [Article 10D.4a](#).~~ In all cases, the Counseling Faculty member shall maintain ~~his/her~~ the stated five (5) professional activity hours. It is understood that office hours associated with the instructional assignment will require Counseling Faculty to hold appropriate office hours at the rate of one (1) office hour per three (3) CAH assignment or a pro-rated portion of that commensurate with the CAH of the class. These office hours will be scheduled and done outside the scheduled counseling hours described above.

- (3) If a Regular, Contract, or Temporary Leave Replacement (TLR) Counseling Faculty unit member’s assignment includes the coordination of a related program, it is understood that the associated “F” Hours per week, combined with student contact hours (“D” hours) may exceed ~~25~~ twenty-seven and one-half (27.5) hours per week. While there is a clear expectation that the coordination portion of the Faculty member’s duties carry the presumed ~~2.17~~ 2.5 weekly hours per CAH (or ~~1.182~~ 1.5 “F” Hours per “D” Hour) commensurate with an Alternative Duty assignment, Counselor-Coordinators shall not be required to have more than ~~twenty-five (25)~~ twenty-seven and one-half (27.5) total scheduled weekly hours, (i.e., the remainder of coordinator duties will be performed on a non-scheduled basis.)

Counseling faculty with reassignments will make every effort, in consultation with the appropriate administrator, to provide direct student contact during “peak periods” as defined in the discipline plan.

d. Deadline for Production of the Discipline Plan and Master Schedule

The Administrator(s) with supervisory responsibilities for each College’s Counseling Faculty Department(s) (including EOPS, DSPS, CalWORKS, or any department that contains Full-time Counseling Faculty) will, with the input of Counseling Faculty therein, produce a Discipline Plan that details a Master Schedule for the Summer Session and Fall Semester by the end of the first full week of April, and for the Spring Semester by the end of the first full week of November. This discipline plan will follow the process described in Article 26.E. Counseling Faculty will provide the appropriate Administrator with their input at least ten (10) working days prior to the above deadline dates for the Fall, Spring and Summer Terms. Once developed, Master Schedule changes may be made as determined by the appropriate Administrator in consultation with the Counseling Faculty.

e. Master Schedule Assignment

The Master Schedule shall be opened for assignment selections by Counseling

Faculty through a process established by the appropriate Administrator responsible for supervision of the Counseling Faculty, with advice from the Counseling Faculty.

In the absence of a consensus amongst Counseling Faculty as to how to determine which unit member shall receive a specific assignment that is either (a) requested by more eligible unit members than are required, or (b) a critical need that would otherwise be insufficiently staffed, the Administrator responsible for supervision of the Counseling Faculty will implement a Rotational Seniority process that is similar in scope and effect to that described in [Article 10D.10](#) for overload assignments.

10D.5 Library Faculty Workload

a. Hours per Week

The Library Faculty assignment (Library Faculty service) shall consist of thirty (30) scheduled hours per week. In addition, there will be two and one-half (2.5) hours of professional Librarian Faculty activities, which may include liaison to the outside community, liaison to instructional divisions and other college groups, and other activities related to the Specific Standards described in [Articles 14C.8.](#) and [15C.8.](#), plus five (5) hours of professional activities as described in [Article 10D.3c.](#)

b. Scheduled Library Faculty Hours

The Library Faculty's scheduled hours of assignment are primarily for the purpose of reference service, collection development activities, library instruction on a not-for-credit basis (e.g., library orientations) and other activities related to maintaining library services to the college.

When Library Faculty perform credit instruction for Load, their regularly scheduled Library Faculty hours shall be reduced commensurately, excepting for that which is accounted as a workload residual in accordance with [Article 10D.9.](#) For the purpose of this provision, one (1) Calculated A Hour (CAH) is equivalent to thirty-five (35) cumulated scheduled Library Faculty hours, or two (2) hours per week over the duration of a seventeen and a half (17.5) week semester.

c. College Hours

Library Faculty may use College Hours for either scheduled or unscheduled activities described above.

d. Overloads and Workload Banking

The provisions for overload service are described in [Article 10D.12.](#) In all cases, order of assignments, described in [Article 18B.1e.](#), shall apply. In addition, the Library Faculty unit member will be required to maintain his or her two and one-half (2.5) professional Library Faculty hours and five (5) professional hours.

10D.6 Student ~~Advising~~ Coaching by Non-Counseling Faculty

- a. Faculty ~~advising~~ coaching may be undertaken by Instructional Faculty, but shall not include work routinely performed by counseling faculty, such as Student Educational Plans (SEPs), course articulation, and Probation plans. only with the approval of the Administrator responsible for supervision of the Counseling

~~Faculty. The approval of the appropriate Instructional Administrator must be obtained prior to requesting approval from the Administrator responsible for supervision of the Counseling Faculty.~~

- ~~b. Faculty or Library Advisors may only advise students who are majoring in their respective teaching area(s).~~
- ~~c. Faculty Advisors must be specifically trained for this role, so as to not duplicate counseling services (i.e., Student Education Plans).~~
- ~~d. Faculty advising must be cost neutral.~~
- ~~e. Faculty advising could be used to fulfill a Load deficit.~~
- ~~f. Faculty advising will be performed on a voluntary basis, not as a requirement.~~
- g. Faculty advising coaching approved for Load for institutional initiatives, such as Guided Pathways, will be compensated in accordance with Special Assignment Faculty Hour F (“F” Hour).

10D.7 Assignments Outside The Fall And Spring Semesters

All new Contract and Temporary Leave Replacement (TLR) unit members are expected to serve two (2) additional days of Orientation immediately prior to the beginning of their first Fall Semester. [See Article 8C.2.](#)

The District may assign Faculty Load on days that are not part of the Fall and Spring Semesters to Contract, Regular, or Temporary Leave Replacement (TLR) Counseling, Library, and Special Assignments Faculty, if mutually agreed. (See below for Counseling Faculty.) Instructional Faculty shall not be assigned for Load on days that are not part of the Fall and Spring Semesters.

In the case of Counseling Faculty, the District will have certain rights of assignment outside the Fall and Spring Semesters as enumerated below. In no case will the total number of assigned days exceed one hundred and seventy-five (175) including required College Days, Convocation Day, and orientation. In the event any unit member is required to work more than one hundred and seventy-five (175) days, the unit member shall have the right to receive overload pay according to the Schedule of Part-time Faculty Service Rates. Any portion of the assignment not compensated as overload shall count as a workload residual in accordance with [Article 10D.9.](#)

The appropriate Administrator responsible for the Counseling Faculty may require Counseling Faculty to work for Load outside of the Fall and Spring Terms. In these cases:

- a. The appropriate Administrator responsible for supervision of the Counseling Faculty shall make every effort to assign staff to fulfill the service requirement by mutual agreement among eligible Faculty;
- b. All hours worked outside Fall/Spring shall be converted to Calculated A Hour (CAH) and be counted as a workload residual according to Article 10D.9 below, so the unit member may apply any positive residual to workload banking or toward taking paid compensatory time off in a future semester. If the unit member chooses to take compensatory time off, the time off can be scheduled for consecutive days, e.g., in week-long blocks; alternatively, the unit member may apply the residual to work a reduced load over all or part of a subsequent Term.
- c. In the absence of mutual agreement to assign staff to fulfill the service

requirement outside Fall and Spring Terms, the District will follow a rotational assignment procedure consistent with that described in [Article 10D.10](#), but which begins with the least senior Regular or Contract unit member.

10D.8 Exclusions

Contract, Regular and Temporary Leave Replacement (TLR) unit members assigned to apprenticeship classes are not included in this Article.

10D.9 Workload Residuals For Continuing Contract Or Regular Faculty

See [Article 21F.3d](#). and [Appendix](#): Load Sheet Memo & Sample.

When an overload assignment is incurred, the unit member can choose to place all or part of the extra Calculated A Hours (CAHs) accordingly:

- Into a Non-Banked Carry-over Account, subject to the restrictions below;
- Into a Banked Account, subject to the restrictions in [Article 12-2A.2](#);
- Be paid cash according to the [Part-time Faculty Salary Schedule](#) for all or part of the overload assignment; and/or Non-Banked Carry-Over.

When Contract or Regular unit member's completed assignment results in an overage or underage of more than five (5) CAHs the overage (positive balance) or underage (negative balance) must be brought to five (5) CAHs or less within two (2) Calendar Years. This shall be designated as "Non-Banked Carry-over" for the purpose of the unit member's Load Sheet. It is understood that a unit member may exceed his/her Load obligation in any Academic Year, as long as the Non-Banked Carry-over to the next Academic Year is not greater than five (5) CAHs. See [Article 17E](#) for Application of Load to Summer Session and Inter-session assignments.

If the unit member is participating in Workload Banking, the excess Load is subject to limitations in [Article 12-2A.1c](#).

a. Load Sheets and the Exclusion of Banked Load

Workload that is banked in accordance with [Article 12-2A.1](#) shall not be considered an overage for the purposes of this Section, and the two categories shall not commingle. For this reason, a unit member's Load Sheet shall have two (2) designations, one for Non-Banked Carry-over (overage or underage), and one for Banked Load.

A unit member may utilize the Workload Banking Request Form to transfer a specified amount of CAH from his/her positive overage (*i.e.*, Non-Banked Carry-over) into Banked Load, subject to the conditions in [Article 12-2A.1](#). Conversely, insofar as the Non-Banked Carry-over shows an underage (negative balance) the unit member may reduce the underage by transferring CAH from his/her Banked Load balance. See Article [Article 12-2A.1c](#)(3).

For Counseling, Librarian, and Special Assignments Faculty, Load equivalents are shown in [Article 10D.12](#). Load sheets should be maintained for such unit members carrying over workload from one (1) Academic Year to the next. Load sheets shall be maintained for all unit members who are workload banking.

b. Remediating an Overage Greater than Five (5) CAHs

Workload overages may not be cashed out directly. In such case that a unit

member accumulates a positive Non-Banked Carry-over that exceeds five (5) CAHs, the unit member shall be afforded the opportunity to reduce said overage to five (5) CAHs or less by electing one or more of the methods below:

- (1) The unit member may transfer a specified amount of CAH to Banked Load, within the limitations of [Article 12-2A.1](#);
- (2) The unit member may elect to work a comparable underage in the present or upcoming semester (*i.e.* fulfill less than his/her normal Load obligation) while receiving full pay and benefits;
- (3) As part of option (2) above, the unit member may specify a class to be converted from Load to overload in the present or upcoming semester, as long as the resulting overload is within the limitations specified in [Article 10D.11](#).

c. **Resolution of Workload Underage for Non-Continuing Faculty**

A non-continuing Faculty member with a negative Load balance shall have preference for assignments to bring his/her Load balance to “0”.

10D.10 Overloads

Overloads are voluntary assignments of a Regular, Contract, or Temporary Leave Replacement (TLR) unit member to additional instructional, counseling, librarianship, or other unit member duties beyond those required of a Full-time Academic Load. During a contractually authorized semester for Instructional Faculty unit members, overload refers to units exceeding fifteen (15) Calculated A Hours (CAHs) and/or their equivalent assignment.

- a. The additional duties that comprise an overload may be additional days beyond the one hundred and seventy-five (175) day maximum for Fall and Spring Semester assignments;

or

The additional duties that comprise an overload may be additional courses or services beyond the Full-time contractual workload applicable for Fall and Spring Semester.

- b. Regular and Contract unit members shall request in writing an overload assignment for the following Academic Year, Summer Session, and/or Inter-session by the end of the first week of December. The request shall specify each Term desired for overload. If the unit member fails to declare his/her interest in an overload assignment by the deadline herein, then the contractual assignment based on preference may be forfeited for that Semester, Summer Session, and/or Inter-session.
- c. Regular and Contract unit members shall have priority over Part-time unit members for performing Inter-session, Summer Session or overload assignments based on their minimum qualifications up to the contractually authorized limit of overload defined in [Article 10D.11](#) below. Rotational seniority may be invoked at a unit member’s request, as described in items (d-e) below, or in [Articles 10D.4e](#) or [10D.7c](#) for Counseling Faculty.

Temporary Leave Replacement (TLR) unit members shall receive overload, Summer Session or Inter-session assignments according to the procedures listed

in [Article 18B.1e](#). for Part-time unit members. Regular, Contract and Temporary Leave Replacement (TLR) unit members will be compensated according to the Schedule of Part-time Faculty Service Rates for all overload work.

- d. The first round of assignments for overload shall go to unit members in the Primary Discipline. The second and subsequent rounds of assignments shall be open to all unit members who possess the minimum qualifications, including unit members for whom the discipline is secondary, provided the unit member has requested an overload assignment in the indicated discipline in accordance with item (Article 10D.10b.) above.
- e. If two (2) or more Regular or Contract unit members request assignment to the same course and section and cannot arrive at a consensus as to who will receive the assignment, the most senior unit member who has not taught the course in the longest time for overload shall receive the assignment. If no unit member requesting the same assignment has taught the course in the past, then the most senior unit member shall receive the assignment. This provision notwithstanding, if rotational seniority is requested by a Contract or Regular unit member, then each eligible unit member shall have the right to choose an assignment, in order of seniority (initially determined by date of hire) until either all the assignments are taken, or all unit members are assigned the desired amount of overload per [Article 10D.11](#). The written request shall be specific to: (a) the Academic Year (Fall and Spring Semesters); (b) Summer Sessions; or (c) Inter-sessions. The process shall proceed as follows:

- (1) Once the most junior unit member receives an assignment in any round, the process shall wrap around to the most senior unit member who has the first right of choice in the next round;
- (2) Each Term the process shall commence where it left off the previous Term (i.e., it does not automatically begin each Term with the most senior unit member). The following guidelines shall be followed:
 - (a) When rotational seniority is requested for the Academic Year, the process commences each Spring Semester where it left off the previous Fall Semester, and commences each Fall Semester where it left off the previous Spring Semester;
 - (b) When rotational seniority is requested for Summer Session, the process commences each Spring Semester where it left off for the previous Summer Session;
 - (c) When rotational seniority is requested for Inter-session, the process commences for each Inter-session where it left off for the previous Inter-session.

If two or more categories of rotational seniority are in effect concurrently, the rotations shall be independent and separate.

- (3) In some situations (e.g., if this process is invoked in accordance with [Articles 10D.4 or 10D.7](#)), it may be appropriate to follow the order of seniority in reverse. In these cases, the initial use should start with the most junior eligible unit member.

Once rotational seniority is implemented at the request of a unit member it may be suspended by unanimous written consent of all Contract and

Regular unit members assigned to the college-specific discipline or service area, as verified and approved by the appropriate Administrator. If it is re-implemented within four (4) Academic Years, the process shall recommence where it most recently left off.

- f. Temporary Leave Replacement (TLR) unit members shall be eligible for overload, Summer Session, or Inter-session assignments according to [Article 18B.1e](#), after Part-time unit members receive assignments. The above processes of rotational seniority and requesting assignments shall be followed if invoked.

10D.11 Workload Banked And Overload Limits

Full-time Regular unit members may choose to workload bank hours in a semester in which they are providing services in excess of a full Load. In the same semester in which a Full-time Regular unit member chooses to workload bank, the Full-time Regular unit member may do an overload for hourly pay.

The total from the workload banking, overage, and the overload for hourly pay shall not exceed fifty percent (50%) or two classes (including large lecture classes and/or Special Assignment workload equivalents) whichever is greater not to exceed ~~sixty percent (60%)~~ sixty-seven percent (67%) of a Full-time Load. The overload limit described herein is an annual aggregated total for both Fall and Spring semester; the limit shall apply independently to the summer sessions. This includes Special Assignments workload equivalents, or alternatively, Notwithstanding, a unit member may teach a single class for overload that is greater than fifty percent (50%) of a Full-time Load. ~~See Article 10D.9 for overage reference.~~ [For example, an eight and a quarter (8.25) Calculated A Hours (CAHs) lab science class that consists of a lecture that breaks into two (2) laboratory sections is considered a single class for the purpose of this provision. [See Article 10D.9 for overage reference.]

Additionally, overload may occasionally exceed the limits specified above by mutual agreement of management and Faculty, or if all existing Part-time Faculty have an assignment consistent with [Article 18](#), or if programmatic needs require. Under no circumstances shall overload exceed fifteen (15) Calculated A Hours (CAHs) in any given Term, or three (3) classes not to exceed eighteen (18) Calculated A Hours (CAHs). This includes Summer Session and Inter-session.

- a. See Articles [12-1A.3h](#) and [18B.1e\(2\)](#). Unit members on Sabbatical Leaves of Absences have not entitlement to be offered overload assignments before hiring Part-time Faculty.

10D.12 Overload Limits And Workload Banking For Non-Instructional Faculty

In order to determine overload limits for Non-Instructional Faculty, irrespective of whether the overload includes an instructional component, the non-instructional hours shall be converted to Calculated A Hours (CAHs) as provided below, and the fifty percent (50%) Load limit described in [Article 10D.11](#) shall apply to the aggregated Load from both instructional and non-instructional elements. It is understood that unit members may elect to apply any Calculated A Hours (CAHs) defined herein to workload banking in accordance with [Article 12-2](#).

- a. **Faculty Hour D [“D Hour”] (Counseling Faculty)**

One (1) Calculated A Hour (CAH) is equivalent to ~~32.083~~ 29.167 cumulated scheduled counseling hours. Alternatively, for an overload assignment of a set

number of weekly hours lasting a full semester (Fall or Spring), the Calculated A Hour (CAH) value is the number of weekly hours multiplied by the “D” Hour Load factor of 0.545 ~~0.60~~.

b. Faculty Hour E [“E” Hour] (Library Faculty)

One (1) Calculated A Hour (CAH) is equivalent to thirty-five (35) cumulated scheduled Library Faculty hours. Alternatively, for an overload assignment of a set number of weekly hours lasting a full semester (Fall or Spring), the Calculated A Hour (CAH) value is the number of weekly hours multiplied by the “E” Hour Load factor of 0.50.

c. Faculty Hour F [“F” Hour] (Special Assignments Faculty)

One (1) Calculated A Hour (CAH) is equivalent to thirty-eight (38) cumulated hours (“F” hour). Alternatively, for an overload assignment of a set number of weekly hours lasting a full semester (Fall or Spring), the Calculated A Hour (CAH) value is the number of weekly hours multiplied by a ~~special~~ Load factor of 0.46. ~~, which excludes the five (5) professional hours~~

10E. Class Size

10E.1 Distance Education Impact

It is understood that all Distance Education courses shall not exceed the negotiated standards for a comparable face-to-face course unless requested by instructor.

10E.2 Minimum Class Size

The class size for credit classes shall normally be no fewer than twenty (20) enrollees, with it being understood that the District is authorized to maintain a limited number of classes of fewer than twenty (20) enrollees pursuant to the provisions of this Article.

Exceptions to the minimum of twenty (20) students enrolled may be made by each college. Factors to be considered in deciding which class may be allowed with fewer than twenty (20) enrollments include:

- a. Classes required for graduation, for a major, or for a career;
- b. Classes offered in limited capacity classroom or laboratory facilities;
- c. Classes subject to statutory or State regulations mandating class size;
- d. Initial pilot or experimental offerings for their first and second presentations;
- e. Contracts with outside agencies under which the District agrees to provide instruction;
- f. Classes in which the enrollment was targeted below the contractual minimum class size as part of a Discipline Plan which fulfills the recommended Weekly Student Contact Hour/Full-time Equivalent Faculty (WSCH/FTEF) target established by the College Enrollment Management Committee (CEMC) - see [Article 26: Enrollment Management](#);
- g. The District and the Faculty Association will negotiate over any increase in minimum class size.

10E.3 Large Enrollment Lecture Classes

[See Appendix](#): Large Lecture Application Form.

In accordance with the Division Discipline Plan (see [Article 26E.4](#)), a unit member may elect to schedule a Large Enrollment Lecture Section. The unit member may receive support from the College Enrollment Management Committee (CEMC) in the following areas: enrollment analysis, student success analysis (i.e., retention, grades, and persistence), classroom strategies, and training for effectively using support staff. In the event that more unit members wish to teach large sections than there are suitable rooms available, a rotational schedule shall be used. All large lecture classes must be pre-approved and scheduled with mutual agreement of the unit member, the appropriate Administrator, and the appropriate Vice President, Academic Services.

The unit member may be provided additional student assistant time, additional supplies, or other class support. This additional support will be agreed upon with the appropriate Administrator at the time the class is scheduled and will be proportional to the class size at Census. See [Article 1C.1.cc](#). for Census definition.

Each approved class that is taught during the duration of this Contract shall be evaluated by the unit member offering the course and the evaluation results made available to the College Enrollment Management Committee (CEMC) upon request. This evaluation shall be submitted to the appropriate Administrator at the time course grades are filed, and shall include a summary of student evaluations. If a unit member teaches said class on a Part-time basis or for overload pay, service reports shall be made using monthly timesheets. Pay or Load shall be adjusted no later than thirty (30) days after the Census Report is recorded.

Compensation shall be according to the following chart:

[Class size at Census (see [Article 1C.1cc](#). for Census information) is used to determine Load or pay factors.]

Load Factors for Large Lecture Classes	
Class Size at Census	Pay/Load Factor
55	1.10
60	1.20
65	1.30
70	1.40
75	1.50
80	1.60
85	1.70
90	1.80
95	1.90
100	2.00
105	2.10
110	2.20
115	2.30
120	2.40
125	2.50

130	2.60
135	2.70
140	2.80
145	2.90
150	3.00

10E.4 Maximum Class Size

The Faculty Association shall negotiate with the District on the subject of maximum class size.

The standard maximum class size in lecture classes that are not limited to less is forty-four (44) students.

The standard maximum class size for Mathematics lecture classes is thirty-five (35) students.

The standard maximum class size for Communication Studies 1 is thirty (30) students.

The standard maximum class size for World Languages lecture classes is thirty-five (35) students at the beginning/elementary (1A/1B) level, and thirty (30) students at the intermediate/advanced (2A/2B) level.

See [Article 10D.1c.\(1\),\(2\),\(3\)](#) for maximum class size for English classes.

No class enrollment may exceed the room occupant limits established for each individual classroom. Enrollments that exceed occupant limitations shall be immediately reported to the unit member's appropriate Administrator.

The District and the Faculty Association will negotiate any increase in maximum class size.

The administration may not add a student to a class that is full, or place a student onto to its Wait List ahead of other students, without the written permission of the Instructor of Record.

~~10F. Distance Education~~ ****Section moved to newly created Article 19**

~~(See [Article 9L.8](#))~~

~~(See [MOU: Conversion of Blackboard Course Management System to Canvas](#))~~

~~10F.1 Definition~~

~~Distance Education is defined as a course of instruction, education or training where the Instructional Faculty member and the student are separated geographically. Distance Education classes where fifty one percent (51%) or more required instructional time shifts from in-class to geographically separated instruction shall be considered online classes for evaluation purposes. See [Appendix: Evaluation: Student Response to Instruction Form—Online Class, Evaluation: Observation of Instruction Form—Online Class.](#))~~

~~Communication between the Instructional Faculty member and the student is made through one (1) or more technological devices. It is understood that Distance Education classes shall not exceed the negotiated standards for a comparable face-to-face course.~~

~~10F.2 Distance Education Intellectual Property Rights~~

~~Notwithstanding any other provisions of this Agreement, the unit member retains ownership of and the right to copyright course materials of Distance Education courses he/she develops, except for ownership of the courseware shell. All these materials, except the courseware shell, are not “work for hire” as that term is defined in the Federal copyright laws. Any use of these materials without the consent and/or written authorization of the originating unit member is prohibited. See Articles 27B.1 and 27B.2.~~

40F.3 Distance Education Related Working Conditions

~~Teaching of Distance Education courses shall be on a voluntary basis.~~

~~Full time and Part time unit members who originate the first version of a new fully online Distance Education course shall be guaranteed to teach that course for at least two (2) consecutive semesters in which that course is offered by the District.~~

~~Faculty who have created a fully aligned OEI course are guaranteed the right to teach a section of this course for the two (2) terms when it is next offered on the course schedule, and when it is available based on the provisions of this Agreement. In the event that another instructor is already assigned a section of this course to be taught on the OEI exchange, and it is within the guaranteed two (2) assignments described above, then the instructor who has subsequently approved will receive an assignment only as it is available or after the guaranteed two (2) assignments are given to the initial instructor.~~

- ~~a. Instructional Faculty members teaching Distance Education courses shall be evaluated with the negotiated form for said purpose. (See Appendix: Evaluation: Student Response to Instruction Form – Online Class, Evaluation: Observation of Instruction Form – Online Class.) Unit members shall be evaluated during their first Distance Education course.~~
- ~~b. The Web Portal shall be available for the Online Instructional Faculty members to be evaluated by the students in the Online classes.~~
- ~~c. Unit members’ working hours shall be reasonable. Unit members shall not be required to instantaneously respond to student inquiries, or to respond during otherwise duty free time. Unit members are encouraged to establish fixed hours for receiving and responding to student communications or to hold virtual office hours proportionate to the online teaching load.~~
- ~~d. No unit member shall be displaced because of Distance Education courses.~~
- ~~e. No Distance Education work shall be offered to persons not employed within the Faculty bargaining unit.~~
- ~~f. No work traditionally performed by unit members shall be awarded to other institutions outside the OEI consortium for transmission to Chabot-Las Positas Community College District students by electronic means.~~
- ~~g. Unit members shall have the opportunity to teach up to sixty percent (60%) of their regular Load in online Distance Education format (as defined in Article 10F.1, above). With approval from the appropriate Administrator, a unit member may teach more than the limit herein in online Distance Education format, on the basis of program need.~~
- ~~h. Online Course Evaluation Process And Pay see Article 21C.1g.~~

- ~~(1) These guidelines and specifications shall inform how online courses are assessed, for the purpose of fulfilling the normal Faculty performance evaluations described in Articles 14F, 15F and 18I. It is understood that this process is separate and independent to the CVC OEI Peer Review described in Article 10F.4(f), which fulfills a different purpose. Neither process shall inform the results of the other.~~
- ~~(2) The pay for an online course evaluation shall be as specified in Article 21C.~~
- ~~(3) An online course evaluation shall normally involve a brief “tour” of the online class with the evaluatee, as well as an availability for the evaluator to observe the class. By mutual agreement between the evaluator and evaluatee, the tour and follow up meeting (to discuss the results of the evaluation) may take place virtually, such as ConferZoom, Skype, or similar media.~~
- ~~(4) By the end of the second full week of each Fall and Spring Semester, the Vice President, Academic Services at each college shall identify a list of the online unit members to be evaluated and the evaluators and provide the list to the appropriate Administrators and Faculty Association for implementation. The unit members to be evaluated should include Regular (tenured) unit members due for a review [if one (1) of the courses their Peer Review Committee chooses to evaluate is online], Part-time Faculty due for a review [if teaching online], and all Instructional Faculty teaching online for the first time. See Article 14D for Contract (Untenured) Faculty Evaluation Timeline.~~
- ~~(5) Qualification as an online evaluator is dependent upon participation in online evaluation training. Training sessions for performing evaluations shall be conducted each semester at each college by the District and the Faculty Association. The Faculty Association will provide a list of qualified evaluators and make this list available to the Office of Academic Services.~~
 - ~~i. Unit members shall be empowered to drop and add students back into an online class electronically, and without filing a hardcopy form with Admissions and Records. See Article 9L.6~~
 - ~~j. The District shall notify the Faculty Association and the Instructional Faculty unit member of Record of any plan to enter a Distance Education course for evaluative or disciplinary reasons. Prior knowledge of the entry, though not necessarily consent to the entry, is a requirement.~~
 - ~~k. It is understood that the District performs captioning for videos in Distance Education classes for the purpose of providing reasonable accommodation to students with special needs in online courses. It is further understood that these District efforts shall not include any other purpose, such as evaluation of unit members.~~
 - ~~l. Evaluation of Distance Education Instructional Faculty

All Distance Education Instructional Faculty shall be evaluated using the appropriate form for an online class. (See Appendix: Evaluation: Student Response to Instruction Form — Online Class, Evaluation: Observation of Instruction Form — Online Class.) The procedure for accessing the Distance Education class shall be as follows:

 - ~~(1) Qualification of an evaluator shall follow the terms of Article 10F.3g.(3)~~~~

above and is dependent upon the training described therein.

- ~~(2) The evaluator shall meet in person or virtually with the evaluatee to become oriented to the course. This meeting shall follow the terms of Article 10F.3g.(1) above.~~
- ~~(3) The evaluator shall be added to the course with “student access” as opposed to “instructor access”. The evaluator shall have access to the course site for a maximum of twenty four (24) hours unless the evaluatee voluntarily agrees to extend this time limit. At the pre-arranged observation time, the evaluatee will add the evaluator into the course site. The evaluatee will also remove the evaluator using the same method. It is the responsibility of the evaluatee to remove the evaluator’s access to the course to meet the agreed upon time frame for the observation. The evaluatee shall not block access to the course site earlier than twenty four (24) hours.~~
- ~~(4) The evaluator shall use for the purpose of evaluation the equivalent of one (1) weeks’ worth of course content, which may be reflected in one module or whatever reasonable equivalent exists in the specific course. The observation report shall be focused on this one week or module.~~

~~The evaluator shall be provided access to the course syllabus, discussion boards, and relevant exams as well as any other relevant materials related to student learning for the week or module being observed. It is assumed that the evaluator shall have access to all general course information available to students in the course menu.~~

10F.4 Participation in the CVC-OEI Consortium

~~In consideration of Faculty participation in the implementation of the OEI exchange, it is agreed as follows:~~

~~a. **Faculty Creating or Preparing Courses for the OEI Course Exchange:**~~

~~One (1) or more Faculty at each campus will volunteer to complete the course alignment peer review process, with the first course(s) available for enrollment no sooner than in Spring 2019. Participation in the course exchange is voluntary and instructors will decide whether they wish to undertake the substantial effort required to align their class(es) with the OEI Course Design Rubric.~~

~~The OEI determines eligibility of courses for the exchange and thus the review process. As of June 2018, ADT, IGETC, and CTE classes are eligible; each class must be fully online and have been taught in Canvas at least one (1) Term prior to becoming eligible to submit for review.~~

- ~~b. The District shall earmark the balance of the \$150,000 allotted to the Canvas conversion in the Memorandum Of Understanding (MOU) dated September 2016 as initial funding to pay Faculty who elect to complete the OEI course exchange review and alignment process. These funds will be divided equally between the two campuses for the period of the contract. After June 30, 2022, any unspent funds will be available for use to either campus, within the guidelines of the September 2016 MOU.~~

~~To be eligible for compensation under this provision, the course has to be eligible for the OEI exchange.~~

- ~~(1) For aligning an existing Canvas course with the OEI rubric and approval for~~

~~the exchange, Faculty members will be paid thirteen (13) hours at the “F” Hour rate. Each Faculty member will be eligible to receive the compensation for the initial completed and aligned course. Each subsequent class aligned by the same instructor will be paid seven (7) hours at the “F” Hour rate.~~

- ~~(2) Faculty will be paid when the course is aligned to the CVC OEI Course Design Rubric as determined by the CVC.~~
 - ~~(3) Faculty who have created a fully aligned OEI course are guaranteed the right to teach a section of this course for the two (2) Terms when it is next offered on the course schedule, and when it is available based on the provisions of this Agreement. In the event that another instructor is already assigned a section of this course to be taught on the OEI exchange, and it is within the guaranteed two (2) assignments described above, then the instructor who was subsequently approved will receive an assignment only as it is available or after the guaranteed two (2) assignments are given to the initial instructor.~~
 - ~~(4) Faculty will have full academic freedom in development of their course(s). Completed course(s) will be the intellectual property of the instructor in accordance with Article 27A.1.~~
- ~~e. Faculty will submit an application to convert courses by their discipline for OEI exchange online instruction on a voluntary basis. Applications will be approved by the appropriate Administrator at the Administrator’s sole discretion after consultation with the discipline coordinator and the Vice President of Academic Services. (See Appendix: Online Education Initiative (OEI) Course Alignment Application [for Payment] Form.)~~
- ~~d. Since OEI course alignment is a combination of course and instructor being approved for the exchange, OEI courses are not subject to bumping as described in Article 9A.3b.~~
- ~~e. In the event that multiple OEI aligned sections of a course are available, course assignments shall be made according to the provisions of Article 9A and Article 18B. OEI aligned courses can be assigned according to the appropriate Administrator’s discretion over and above allotment described in Article 18B.1g.~~
- ~~f. **Peer Review Team.** Faculty peer reviewers will be identified and trained to review courses for alignment to the OEI exchange. These individuals will complete peer review training as described in the OEI process.~~
- ~~(1) The peer review process is not part of Faculty evaluation and will not be considered in the College’s Faculty Evaluation Process.~~
 - ~~(2) Total compensation available for peer review will be five (5) “F” Hours per evaluation, unless review compensation is part of the Faculty member’s pay.~~
- ~~g. **Training and Support.** Faculty members are encouraged to participate in training and support as they prepare courses for the OEI exchange and alignment with the OEI Course Design Rubric.~~

~~Nothing above is intended to limit Faculty from obtaining support through Professional Development for matters related to online instruction, or to limit the~~

~~use of FLEX resources to provide additional workshops and participation support related to the implementation of the OEI Course Exchange.~~

- h. ~~**Change in Regulations from the CVC OEI.** In the event that there is a change in the regulations for OEI consortium participation or course enrollment from the CVC Online Education Consortium, the Faculty Association and the District agree to meet and negotiate the impact effects of any relevant changes.~~

10GF. Dual Enrollment And Other Community Partnership Agreements

(See MOU: Dual Enrollment and Other Community Partnership Agreements)

The District shall negotiate all impact issues of Dual Enrollment and other Community Partnership Agreements with classes at off-campus sites that propose to alter wages, hours, and working conditions of employment from what has been agreed in Section 10G.1 and across the Contract between the District and the Faculty Association.

10GF.1 Dual Enrollment And Other Community Partnerships Agreements With Off- Campus Sites (DECPA) For Credit Classes

There is a limited practice of offering classes for credit under Dual Enrollment or any other Community Partnership Agreements. Some of these classes have been offered for apportionment at local high schools to the local student population by Chabot-Las Positas Faculty. The local venue for the DECPA classes has often had a different Academic Calendar than that of the Chabot-Las Positas Community College District (CLPCCD). This Section applies to DECPA courses.

In consideration of the potential for CLPCCD Faculty to be teaching DECPA classes as described above, the Parties agree to the following:

- a. The CLPCCD Faculty shall be apprised of any different Academic Calendar in advance of taking the assignment. CLPCCD Faculty shall be paid overload according to the [Schedule of Part-time Service Rates](#) (within the Faculty Salary Schedule), if the DECPA assignment requires more than one hundred and seventy-five (175) days of instruction.
- b. DECPA assignments shall be completely voluntary. As a general rule, untenured, Contract Faculty will not be asked to teach a DECPA class.
- c. CLPCCD Faculty shall have the same number of instructional hours per DECPA course as their on-campus Faculty counterparts. To wit: If one on-campus course meets for fifty-four (54) hours during a semester, then the same course offered under DECPA shall meet for fifty-four (54) hours.
- d. [Article 18B.1e](#), shall be followed. Distribution of assignments shall be as follows:
 - (1) To all Contract, Regular and Temporary Leave Replacement (TLR) Faculty for Load.
 - (2) To Contract and Regular Faculty for overload for extra pay and Summer/Inter-session.
 - (3) To retirees with Emeritus status at District discretion.
 - (4) To existing or newly hired Part-time Faculty in order to fulfill program needs according to seniority provisions in [Article 18B](#).
 - (5) To Temporary Leave Replacement (TLR) Full-time Faculty for overload.

Under [Article 18B.1g.](#), the appropriate CLPCCD Administrator may include any assignments of Part-time Faculty to DECPA courses in the twenty percent (20%) allocation he/she has for discretionary assignments.

The [Part-time Faculty Assignment Preference Form](#) shall be consulted by the appropriate CLPCCD Administrator before making off-campus site assignments to Part-time Faculty.

- e. The Discipline Plan process articulated in [Article 26](#) shall be consulted. DECPA classes shall not replace a regular class on the CLPCCD schedule for either college.
- f. When DECPA classes are to be held at a high school location, CLPCCD Faculty assigned to the classes shall be trained in the specific regulations and required interventions related to the safety of the minor students at the high school site in advance of the start of the classes.
- g. The Faculty assignments shall be determined exclusively by either Chabot College or Las Positas College according to the Contract between the District and the Faculty Association. High School and Community Partners in DECPA shall not have any rights in this determination.
- h. The CLPCCD pay shall be according to the appropriate Salary Schedule in this Agreement, either the [Full-time or Part-time Faculty Salary Schedule](#).
- i. Limits on assignments of Part-time Faculty shall follow the Sixty-seven Percent (67%) Law as articulated in [Article 18C.1](#).
- j. The class size shall not exceed the Contract limits. [Article 10E.4](#) states that the standard lecture class size is forty-four (44) unless limited to less and the standard lecture class size in Mathematics is thirty-five (35) unless limited to less. If the class is in English, it shall not exceed the Contract standards of [Article 10D.1c. \(1\), \(2\), or \(3\)](#).
- k. If the class is offered for Distance Education, then [Article 10F.3](#) shall be followed.
- l. The evaluation of CLPCCD Faculty at off-campus sites shall follow the appropriate Article in this Agreement. High School and Community Partners in DECPA shall have no rights with respect to the evaluation of Faculty.
- m. It is the exclusive option of the CLPCCD Faculty, in collaboration with CLPCCD Management, to determine if they will serve office hours at the off-campus site. Part-time Faculty shall be paid for office hours according to [Article 21G.1](#). Regular, Contract, and Temporary Leave Replacement (TLR) Faculty shall have off-campus site office hours credited as part of their Load.
- n. If the Faculty person assigned to an off-campus site for a DECPA class serves office hours as part of his/her assignment, then the office shall be at the off-campus site and shall be part of the Faculty person's duty day so as not to require an extra trip to the off-campus site for the office hour.
- o. There shall be no obligation for the CLPCCD Faculty assigned to a DECPA class to participate in any special projects inherent to the off-campus site.
- p. The CLPCCD Faculty assigned to DECPA classes will teach their courses according to their course outline of record and their own syllabus. High School and Community Partners in DECPA shall not dictate the course content or the

methods or modes of instruction or grading.

- q. Notwithstanding the requirements of [Article 8C.4](#), final grades shall be due not less than seventy-two (72) hours after the DECPA class final exam has been scheduled.

For historical purposes:

See [MOU](#): Community Partnership: Partnership Agreement: Valley Care Nursing.

10HG. Assignment Outside of the One Hundred and Seventy-Five (175) Required Duty Days

If solicited by the administration, unit members are not required to participate in college activities outside of the required duty days defined in the Academic Calendar

Unit members who choose to participate in non-social college activities outside of required duty days shall receive Variable Flex Day service for their time. Examples of such non-social college activities include programs offered on a weekend or during a break in the Academic Calendar when Faculty service is needed. Said Variable Flex service shall be credited pursuant to the time the unit member performed the service. See [Article 29B.b.](#) for Variable Flex Days.

If a unit member has already earned his/her Variable Flex Day service for the given Academic Year, or if there is no Variable Flex Day in that Academic Year's Calendar, then said unit member shall be compensated at the "F" Hour rate stated in [Article 21G.2](#). It is understood that prior management approval is needed to qualify for "F" Hour compensation. See [Article 29B.b.](#) for Variable Flex.

10IH. Noncredit Instruction

All noncredit Instructional Faculty shall be afforded the working conditions and Unit Member rights as are granted to credit Instructional Faculty in this Collective Bargaining Agreement. All rights and responsibilities of Instructional Faculty in this Agreement shall be accorded to noncredit Instructional Faculty. Noncredit Instructional Faculty shall be hired, assigned, and evaluated pursuant to the guidelines described in this Agreement. Instruction that generates noncredit Full-time Equivalent Student (FTES) apportionment shall be taught or supervised by Unit Members.

10IH.1 Assignments

- a. The current [Minimum Qualifications Handbook for Faculty and Administrators in the California Community Colleges](#) adopted by the California Community Colleges Board of Governors, and subsequent editions adopted, shall be used to determine the minimum qualifications and Faculty Service Areas (FSAs) for noncredit disciplines.
- b. Each college will maintain a list of noncredit disciplines under which noncredit courses will be offered.
- c. Noncredit teaching assignments will be made in the same manner as described for credit courses.
- d. Beginning in Fall Semester, 2018, the Full-time Faculty application for addition of secondary Faculty Service Areas (FSAs) will include noncredit disciplines.
- e. Each noncredit discipline will have a Seniority List separate from any Seniority

List or status in credit instruction.

- f. Full-time Faculty may perform noncredit teaching assignments for load or overload.

10H.2 Class Size

Class size and class cancellations for noncredit classes shall be determined in the same way that credit class size and cancellations are determined under this Agreement.

10H.3 Reporting Student Attendance

Each noncredit Instructional Faculty will be responsible for recording, maintaining, and submitting student attendance records as required by the State for Positive Attendance Accounting for Full-time Equivalent Students (FTES) apportionment. The specific requirements and processes will be determined by the District in collaboration with the Faculty Association (FA).

10H.4 Productivity And Full-time Equivalent Student (FTES) Targets

The annual process for setting productivity and Full-time Equivalent Student (FTES) Targets will specify targets for noncredit instruction separate from credit instruction.

10H.5 Change In Regulations From The State

In the event that there is a change in the regulations for noncredit instruction brought about by the State, including changes in the Full-time Equivalent Student (FTES) apportionment rates, the Faculty Association (FA) and the District shall agree to meet and negotiate the impact effects of any relevant changes.

10H.6 Step Advancement and Load Limitations

Equivalent Load values, expressed in terms of Calculated A Hours (CAHs), shall be established for Faculty Hours G.1 and G.2, for the purposes of accounting for the impact of noncredit instruction in:

- a. Application of Noncredit instruction to the fulfillment of Full-time Load obligation;
- b. Full-time Overload Limitations defined in Article 10D.11;
- c. Observance of the Sixty-Seven Percent (67%) Law, and Limit of Assignments for Part-time Faculty, defined in [Article 18J.1](#);
- d. Qualification for medical benefits for Part-time unit members in accordance with Article 20A.6;
- e. Step Advancement for all Part-time and Overload work, in accordance with Article 21I; and,
- f. Allowing for autopay for noncredit classes on a per-CAH basis. For such purposes, noncredit hours shall not be viewed differently and shall carry equivalent Load values as follows:

For Faculty Hour G.1 (Load Factor 0.75): 1 CAH = 23.33 Hours.

For Faculty Hour G.2 (Load Factor 1.0): 1 CAH = 17.5 Hours

For Faculty who perform both credit and noncredit instruction, noncredit CAH

shall be combined with other CAH for the purpose of determining Load limits and eligibilities indicated in items a.-e. above. It is understood that Faculty Hour H ["H" Hour] (Tutorials) are exempt from this provision, and shall not count towards the purposes defined herein.

10H.7 Mirrored Classes

In the case that a college offers a "Mirrored Class," where both noncredit and credit students are present, the class shall be staffed by an Instructional Faculty Member who is qualified to teach credit classes in that discipline. As such, the Instructional Faculty Member shall be compensated (or given Load credit) in accordance with the provisions established for credit instruction.

ARTICLE 12-1
12-1A PAID (FUNDED) SABBATICAL
LEAVES OF ABSENCE
12-1B UNPAID SABBATICAL LEAVES OF ABSENCE
12-1C UNPAID LEAVES OF ABSENCE
(NOT SABBATICALS) FOR EDUCATIONAL BENEFIT

TENTATIVE AGREEMENT

12-1A. Paid (Funded) Sabbatical Leave Of Absence

12-1A.1 Purpose

A Sabbatical Leave of Absence (California Education Code 87767) may be granted for purposes of study or travel of a kind and in an amount that will so improve and update capabilities that during future employment the unit member will be of increased value to the District and to the students of the District. A Sabbatical Leave of Absence shall be taken for one (1) semester, one (1) full Academic Year, or as a split Sabbatical Leave of Absence for two (2) semesters within a two (2) Academic Year period.

Subject to California Education Code Section 87770, the unit member shall agree in writing to a period of service in the employ of the District following his/her return from the Paid Sabbatical Leave of Absence, which is equal to twice the period of the Leave.

12-1 A.2 Funding

a. The Sabbatical Leave of Absence Fund

An amount equal to one percent (1%) of the total District Budget for Contract and Regular Faculty Salaries, excluding managerial salaries for the current Fiscal Year, shall be allocated to the cost of Sabbatical Leaves of Absence to be taken during the next succeeding Fiscal Year. The calculations of the one percent (1%) is done for each college and then the appropriate dollar amount is transferred from the Colleges' Unrestricted General Fund Budget to the Sabbatical Leave Fund. Costs for any replacement Faculty are paid from the Sabbatical Leave Fund. Compensation to the unit member on Sabbatical Leave of Absence shall be paid from the College Budget. Any funds allocated in one (1) Fiscal Year but not spent shall be replenished to the Sabbatical Leave Fund during

the annual True-Up (See Section 2 below).

This Fund shall be cumulative from Fiscal Year to Fiscal Year. Individual unit members shall have no vested interest in any funds allocated for Sabbatical Leaves of Absence.

One (1) Full-time Equivalent Faculty (FTEF) per Academic or Calendar Year may be allowed for retraining purposes. (See [Article 28A.10](#).) The cost will be paid at one hundred percent (100%) of the appropriate salary. Costs for any replacement Faculty are paid from the Sabbatical Leave Fund.

In computing the Sabbatical Leave of Absence cost, the following guidelines will be followed:

- (1) The charge to be made against the Sabbatical Leave Fund shall be calculated as follows:

$$\text{Charge} = \text{Sabbatical Leave Salary} + \text{Substitute Costs} \\ - \text{Unit Member Annual Salary}$$

- (2) When a Full-time replacement for the person on Sabbatical Leave of Absence is not employed, the Sabbatical Leave Fund will be charged only the actual expenses incurred for Part-time or partial contract Temporary Leave Replacement (TLR) unit members who are employed as a result of the Sabbatical Leave of Absence having been granted. The Substitute Costs charged to the Sabbatical Leave Fund shall be based on the average Part-time replacement cost, as specified in Section 2 below [Sabbatical Leave Fund Adjustment (True Up)].
- (3) If a member of the Faculty has been retained, only for the purpose of replacing a unit member on Sabbatical Leave of Absence, the Sabbatical Leave Fund shall be charged the actual salary of the replacement.
- (4) The two College Vice Presidents, Academic Services will advise the Vice Chancellor of Business Services and the Faculty Association annually on or before March 1 as to the extent and nature of the replacements as provided in the above paragraph in order that the Vice Chancellor of Business Services may compute the cost of Sabbatical Leaves of Absence. Twice a Fiscal Year, on or before January 15 and July 15, the Vice Chancellor, Business Services will give financial statements including an annual summary of the Sabbatical Leave Funds to the Faculty Association President and the Sabbatical Leave Committee;
- (5) To the extent possible, a modest deficit may be permitted in the Sabbatical Leave Fund to be paid from funds made available in the ensuing Fiscal Year in those instances in which this would permit one (1) additional person to take a Sabbatical Leave of Absence;
- (6) The procedure for hiring Temporary Leave Replacements (TLRs) for unit members on Sabbatical Leave of Absence shall follow the same practices used for hiring both Temporary Leave Replacement (TLR) and Part-time Faculty as they apply to other Leaves of Absence.

b. Sabbatical Leave Fund Adjustment (True-Up)

Each Fiscal Year, once the relevant actual salary and benefits data become available, the District and Faculty Association shall jointly perform a recalculation, or “True-Up” of the credits and charges to the Sabbatical Leave Fund, to ensure accuracy in compliance with this Section and Article 12-1A.4 below. This recalculation shall be done in such time that any adjustment to the balance may be used to fund additional Sabbatical Leaves of Absence in the immediately subsequent Fiscal Year.

Average Part-time Faculty replacement cost will be used in the recalculation. [In 2019- 20 the cost is calculated at seventy-two percent (72%) of the Full-time Faculty Salary at Column III/Step 7 plus seven percent (7%) for statutory benefits.] In future Fiscal Years, the District and Faculty Association shall jointly determine average Part-time Faculty backfill cost. If the unit member on Sabbatical Leave of Absence is replaced with less than 1.0 FTEF (Full-time Equivalent Faculty), the replacement cost shall be prorated commensurately, and the unused funds shall be replenished to the Sabbatical Leave Fund. [See Appendix](#): MOU: Sabbatical Leave Fund Adjustments [“True Up”].

12-1 A.3 Eligibility And Priority Ranking

Any unit member with Regular status and employed fifty percent (50%) or more will be eligible for either a Paid or Unpaid Sabbatical Leave of Absence upon completion of six (6) full Academic Years of bargaining unit service (California Education Code 87768). These same service requirements shall apply each time an individual seeks a subsequent Sabbatical Leave of Absence, Paid or Unpaid. See [Article 12-1B](#) for Unpaid Sabbatical Leave of Absence.

Eligibility each Academic Year for a Sabbatical Leave of Absence shall be based upon a Priority Ranking determined by the following:

- a. The number of quarters/semesters of service in the bargaining unit from the date of initial employment as a Regular or Contract unit member, or from the date of completion of the last Sabbatical Leave of Absence, whichever is later;
- b. When two (2) or more applicants have the same number of quarters/semesters of service in the bargaining unit, priority ranking shall be determined by Seniority Number;
- c. Quarters/Semesters on authorized Leave of Absence Without Pay and any service outside of the bargaining unit shall not count toward priority ranking; nor shall there be any provision for obtaining credit for this service. It is understood that unit members who provide service as Acting or Interim Administrators within the Chabot-Las Positas Community

College District and who have returned to Faculty status shall be considered to be within the bargaining unit for the purpose of this provision only. These unit members shall receive a maximum of two (2) Academic Years of Service from their Chabot-Las Positas Acting or Interim Administrative position. This service shall be attributed to their

Sabbatical eligibility and priority ranking upon their return to Faculty status and their application for Sabbatical Leave of Absence. This provision is not intended for individuals currently serving as Interim Administrators, and these individuals are ineligible to apply for a Sabbatical Leave of Absence while serving as Interim Administrators. This provision shall be applied retroactively;

- d. Quarters/Semesters prior to interruption of bargaining unit service shall be reinstated upon return to bargaining unit service;
- e. A Workload Bank Leave of Absence (LOA) taken according to the terms of Article 12-2 below shall count as service in the bargaining unit when ranking candidates for a Sabbatical Leave of Absence.
- f. Because of potential adverse impact on programs, if two (2) or more unit members from the same subject discipline and the same college are approved for a Sabbatical Leave of Absence for the same semester or Academic Year, and in the judgment of the appropriate College President, both or all taking the Sabbatical Leave of Absence would have a disparate impact on the relevant program, and the individuals concerned cannot decide whom shall be granted the Sabbatical Leave of Absence, then that unit member with greater seniority shall be chosen. The other unit member(s) shall be guaranteed top priority ranking among the next Academic Year's Sabbatical applicants, even though new applicants may have greater seniority in the following Academic Year;
- g. Because of potential adverse impact on programs, full year [two (2) semesters] Sabbatical Leaves of Absence that start in the Spring Semester, or that are split between two (2) Spring Semesters or two (2) Fall Semesters, must be approved both by the Sabbatical Leave Committee and by the President of the appropriate college;
- h. A unit member on Sabbatical Leave of Absence can work for the District while on Sabbatical Leave of Absence on an overload basis. Said work shall be paid on the [Part-time Faculty Salary Schedule](#).
Any work for Load shall be approved on a case-by-case basis at the sole discretion of the District, and permitting a unit member to work for Load during a Sabbatical Leave of Absence shall not constitute a past practice creating an entitlement in any other member.
Unit members on Sabbatical Leave of Absence have no entitlement to be offered overload assignments before hiring Part-time Faculty. See Articles [10D.11b](#) and [18B.1e.\(2\)](#).
- i. An applicant shall inform the Committee in writing of his/her cancellation of the Leave of Absence application by March 1.

12-1 A.4 Sabbatical Leave Of Absence Salary

Salary for Sabbatical Leave of Absence shall be paid in the same manner as if the unit member were currently employed as an Instructional, Counseling, Library or Special Assignments Faculty. The salary will be determined as follows:

- a. The [Faculty Salary Schedule](#) for the Fiscal Year of Sabbatical Leave of Absence is used;
- b. Placement on the [Full-time Faculty Salary Schedule](#) will be the same as if the unit member were currently employed as an Instructional, Counseling, Library or Special Assignments Faculty;
- c. For unit members who have had any reduced contracts, an average percentage of Full-time bargaining unit service is computed as follows: The Service Term is determined from the date of initial employment or from the date of completion of the last Sabbatical Leave of Absence. The percentages of contract worked each Academic Year of the Service Term are used to compute an average percentage for the Term of service. This average percentage is multiplied by the salary from Article 12-1A.4b above;
- d. Compensation during the Academic Year in which the year-long Sabbatical Leave of Absence is taken is adjusted beginning with the first paycheck of the Fiscal Year and continues at the same pay rate for the entire Fiscal Year. The annual compensation will be prorated over the number of months of the unit member's normal pay period of ten (10) months or twelve (12) months;
- e. If the total approved Sabbatical Leave of Absence is for a full Academic Year, or as a split within a two (2) Academic Year period (see [Article 12-1A.1](#)), the compensation will be ~~seventy-five percent (75%)~~ six percent (76%) of the annual salary from Sections a through c above. If the total Sabbatical Leave of Absence is for one (1) semester, the compensation for all Faculty except Library Faculty and Special Assignments Faculty will be ninety percent (90%) of the annual salary rate for that semester from paragraphs a through c above. If for one (1) semester, the compensation for Library Faculty and Special Assignments Faculty shall be ninety-five percent (95%) of the annual salary for that semester from Sections a through c.

Unit members are expected to do an equivalent amount of work over the same time period regardless of their salary differential;

- f. Time on Sabbatical Leave of Absence will count as Regular Faculty service and will not interrupt the unit member's progress on the [Faculty Salary Schedule](#);
- g. Use of Workload Banked Load to Increase Salary on Sabbatical Leave of Absence ([Appendix: Workload Banking: Augment Sabbatical Salary Form](#)).

A request to use earned Banked Workload shall be submitted with the original Sabbatical Leave of Absence Application to the appropriate College Vice President, Academic Services by September 15 of each Academic Year. A unit member taking a Sabbatical Leave of Absence has until the end of the Term preceding the Sabbatical Leave of Absence to complete any required Load banking.

The Workload Banking Policy outlined in [Article 12-2](#) remains in effect

unless otherwise stated in this Section as it pertains to requests for Load Bank use to increase salary during a Sabbatical Leave of Absence.

- (1) In the case of multi-term Sabbaticals: A unit member may use up to nine (9) Calculated A Hours (CAHs) equivalent units of Banked Load and be compensated at full salary to increase their compensation while on a full Academic Year Sabbatical Leave of Absence that starts in the Fall Semester and continues through the following Spring Semester or for a Sabbatical Leave of Absence that is split between two (2) Academic Year periods (see Articles 12-1A.1 and 12-1A.4e. above). A unit member taking a Sabbatical Leave of Absence has until the end of the Term preceding the Sabbatical Leave of Absence to complete the required Load banking. If the unit member on a full-year sabbatical elects to apply workload banking, compensation shall increase at the rate of 2.6766% for every 1 CAH or eight percent (8%) for every three (3) CAH applied. The following table illustrates how a faculty could increase to 100% salary leave while taking a multi-term sabbatical:

<u>Applied from Workload Banking</u>	<u>Sabbatical Leave salary percentage of normal full-year salary</u>
<u>0 CAH</u>	<u>76.0%</u>
<u>1 CAH</u>	<u>78.7%</u>
<u>2 CAH</u>	<u>81.3%</u>
<u>3 CAH</u>	<u>84.0%</u>
<u>4 CAH</u>	<u>86.7%</u>
<u>5 CAH</u>	<u>89.4%</u>
<u>6 CAH</u>	<u>92.0%</u>
<u>7 CAH</u>	<u>94.7%</u>
<u>8 CAH</u>	<u>97.4%</u>
<u>9 CAH</u>	<u>100.0%</u>

- (2) In the case of a single semester Sabbatical: An Instructional Faculty and Counseling Faculty unit member may use three (3) Calculated A Hours (CAHs) equivalent units of earned Banked Load and be compensated at full salary while on a one (1) semester Sabbatical Leave of Absence. A Library Faculty or Special Assignments Faculty may use one and a half (1.5) Calculated A Hours (CAHs) equivalent units of earned Banked Load and be compensated at full salary while on a one (1) semester Sabbatical Leave of Absence.

12-1 A.5 Retirement Contributions, Benefits, And Sick Leave While On Sabbatical Leave Of Absence

a. Retirement

Time on Sabbatical Leave of Absence will count toward retirement, and retirement contributions will be paid for these periods. The District will pay its share of payback to the California State Teachers’ Retirement System (CalSTRS) or the California Public Employees’ Retirement System (CalPERS) to enable the unit member to obtain the same

retirement credit as would have been received if the unit member were not on Sabbatical Leave of Absence provided:

- (1) the unit member satisfies the conditions of the Sabbatical Leave of Absence; and
- (2) the unit member elects to pay his or her share of the retirement contribution.

b. Reimbursing CalSTRS and CalPERS for Retirement Contributions Not Made While You Are On Sabbatical Leave of Absence

Faculty who take a Sabbatical Leave of Absence have the option at any time to “buyback” retirement service credit for the difference between the amount they received as salary and their full rate. In order to do this, they must complete all obligations on the Sabbatical Leave of Absence and pay their portion of the retirement contribution.

In order to determine your portion due of the retirement contribution, you must contact CalSTRS and inform them you wish to “buyback” service credit lost during your Sabbatical Leave of Absence. They will send you an invoice detailing your contribution and the District’s. You will be given an option of making one lump sum payment or monthly payments. (In either case, you must get certification from the Sabbatical Leave Committee that you have fulfilled your obligations under your Sabbatical Leave of Absence Contract of Agreement. [Articles 12-1A.5 and 12-1B.]

Present your invoice from CalSTRS or CalPERS and the certification from the Sabbatical Leave Committee to the District Offices of Payroll and Human Resources. If you decide on one lump sum payment, pay your portion to the District. The District will then make payments to CalSTRS of both your portion and the District’s. If you choose to make monthly payments, make those arrangements with CalSTRS or CalPERS.

Questions should be directed to the District Offices of Payroll and Human Resources.

c. Benefits

The District shall continue to pay all group medical, dental, vision, and life insurance benefits provided in [Article 20](#) while the unit member is on a Sabbatical Leave of Absence.

d. Sick Leave

For any Academic Year that includes one or both semesters on Sabbatical Leave of Absence, the Sick Leave earned shall be a pro-rata accrual of the normal ten (10) day allotment, in a proportion equal to the percentage of the unit members’ normal salary that is to be disbursed for the Academic Year. [For example, a unit member earning seventy-five percent (75%) of his/her normal annual salary will accrue seven and half (7.5) days for the Academic Year.] If the unit member elects to use Banked Load to bring his/her pay to one hundred (100%), then the Academic Year’s Sick Leave accrual shall be the full ten (10) days.

e. **Personal Leave**

Regular Faculty on Sabbatical Leave of Absence shall receive a full day of Personal Leave regardless of the length of the Sabbatical Leave of Absence.

f. **Effect On Pre-Retirement Reduction Of Annual Workload**

See [Article 19.A.2a](#), for the implications of Sabbatical Leave of Absence vis a vis qualifying for Pre-retirement Reduction of Annual Workload.

12-1A.6 Committee Letter Of Intent

By the end of the second week of March, the Vice Presidents of Academic Services at each college shall send notices to all Full-time Faculty of the deadline to submit a Letter of Intent to apply for a Sabbatical Leave of Absence.

To inform potential unit member applicants of their Sabbatical Leave of Absence priority number, the Sabbatical Leave Committee may implement a required Letter of Intent from unit members to apply for a Sabbatical Leave of Absence. If implemented, the Letter of Intent must be submitted by the unit member to the Office of the Vice President, Academic Services of the respective college, on or before 5:00 p.m., by April 1 of the Academic Year preceding the Academic Year during which the application for Sabbatical Leave of Absence is submitted to the Sabbatical Leave Committee. Should this date fall on a holiday, Saturday, or Sunday, the following instructional day shall be the due date. Refer to [Appendix: Sabbatical Leave Committee Handbook](#), [Sabbatical Leave of Absence Timeline](#), and [District Sabbatical Leave Committee Website](#).

By April 15th or the following instructional day, the agreed upon Vice President, Academic Services to send an email or letter to the Full-time Faculty confirming receipt of their Letters of Intent.

12-1 A.7 Application

The Vice Presidents, Academic Services, through the Sabbatical Leave Committee Chairperson, will provide to the Vice Chancellor, Educational Services and Student Success, who will share with Human Resources and Payroll, the list of approved applicants and the following forms: Applications for Sabbatical Leave of Absence, and Workload Banking: Augment Sabbatical Salary, if applicable; and, whether the Sabbatical Leave of Absence is funded or unfunded. Email communication is acceptable by September 1.

All applications for a Sabbatical Leave of Absence will be submitted by the unit member on a form provided by the Sabbatical Leave Committee and will include a full statement of the purpose and plans for use of the Sabbatical Leave of Absence. (Refer to [Appendix: Sabbatical Leave Committee Handbook](#), [Sabbatical Leave of Absence Timeline](#), and [District Sabbatical Leave Committee Website](#).) This statement becomes a major part of the unit member's contract with the District. Applications must be reviewed and signed by the unit member's Administrator who, after consultation with Faculty in the discipline where curriculum is potentially impacted, shall

submit the application to the Office of the Vice President, Academic Services of the respective college on or before 5:00 p.m., September 15, prior to the Academic Year during which the proposed Sabbatical Leave of Absence is to begin. Should this date fall on a holiday, Saturday, or Sunday, the following instructional day shall be the due date.

The Sabbatical Leave Committee reserves the right to consult with other persons knowledgeable in the subject area of the objectives stated in the application. Those applications which qualify and are approved will be recommended in the order as established in [Article 12-1A.3](#).

Sabbatical Leave Committee completes its review of the applications and forwards original documents (Letter of Intent to Apply for Sabbatical Leave of Absence, Application for Sabbatical Leave of Absence, and Workload Banking: Augment Sabbatical Salary) to the respective College Vice President, Academic Services' Office, who will forward a set of original forms for each approved applicant to the Office of the Vice Chancellor, Educational Services and Student Success **by the end of the Fall Semester**. (Articles 12-1A.7, 12-1A.4g. and 12-1B.)

The Vice Presidents of Academic Services shall communicate the decision of the Sabbatical Committee by the end of the Fall Semester with a full explanation of the person's standing on the list for approval or non-approval. This communication shall be in a verifiable format (email is acceptable).

If denied, see Appeal Process (Article 12-1A.7a.) below.

The Chancellor shall present the Sabbatical Leave of Absence applications with the Sabbatical Leave Committee's recommendations to the Board of Trustees on or before its February Board of Trustees meeting. The Sabbatical Committee reserves the right to review the list of recommended candidates before it is published in the February Board of Trustees' Agenda. The Sabbatical Committee shall review the list of recommended candidates by the deadline for submitting the Board of Trustees' Agenda items, and the Committee Chair shall advise the Chancellor of its review.

Applicants shall be notified no later than March 1st by the Vice Presidents, Academic Services through the Sabbatical Leave Committee of the Board of Trustees' action. Email notification is acceptable.

The applicant must include a percentage of the whole to be completed for each objective of the proposed work. If the applicant desires to augment his/her Sabbatical Leave of Absence salary with Banked Load, he/she needs to attach the Workload Banking: Augment Sabbatical Salary Form.

a. Denied Sabbatical Leave of Absence Application and Appeal Process

A unit member whose application is denied by the Sabbatical Leave Committee shall be provided with a copy of the policies and procedures for review and appeal of the Sabbatical Leave Committee's decision. (See Article 12-1A.7 above.) Should the denial of the application be appealed, the College President, Chancellor, and the Board of Trustees shall be notified in writing of the denial of the application by the Sabbatical Leave Committee, including the reasons for the Sabbatical Leave Committee's action. The decision of the Appeal's Committee is binding and shall not

be grievable under [Article 7](#) of this Agreement.

12-1 A.8 [Sabbatical Leave Committee](#)

The Sabbatical Leave Committee shall consist of:

- a. The Chabot College Vice President, Academic Services and the Las Positas College Vice President, Academic Services, one of whom shall serve as Secretary. Each member of the Committee shall have equal voting privileges.
- b. Eight (8) Regular unit members appointed by the Faculty Association for a term of five (5) Academic Years each. The Faculty Association reserves the right to remove members, and it is understood that members may resign from service at will. The composition of these eight (8) unit members shall be: four (4) from Chabot College and four (4) from Las Positas College. The Sabbatical Leave Committee Chairperson shall be selected by the Sabbatical Leave Committee from among the unit members of the Committee.
- c. The Committee will assign mentors to guide the Sabbatical Leave Recipients. The Recipient is expected to communicate with the mentor on a regular basis. Progress Reports are due to the mentor the end of October and the end of March per Article 12-1A.9b (below).

12-1 A.9 Unit Member Obligations And Procedures For Review And/Or Appeal Of Denied Sabbatical Leave Of Absence Report

[See Appendix](#): Paid [Funded] Sabbatical Leave of Absence (LOA) Contract Form.

a. **Acceptance and Contract**

If there is a training session, the Sabbatical Leave Recipients are expected to attend.

Upon approval of a Sabbatical Leave of Absence by the Board of Trustees, a Contract of Agreement shall be completed stating those services to be performed by the unit member and giving all essential details such as effective beginning and terminating dates, requirements to serve at least twice the period of Sabbatical Leave of Absence, salary and method of payment, method of reimbursement should the Contract of Agreement be broken, and other pertinent matters. This Contract of Agreement shall be signed by the unit member taking the Sabbatical

Leave of Absence and by the Board of Trustees' Secretary or designee. In the event the unit member fails to sign and return the Contract of Agreement for Sabbatical Leave of Absence within ten (10) days after receipt, he or she shall be deemed to have refused said Sabbatical Leave of Absence and the offer of a Sabbatical Leave of Absence shall be automatically withdrawn. The Board of Trustees may, upon application, extend this period under special circumstances.

The following logistics shall apply with respect to the Contract of Agreement:

- Human Resources shall mail the Sabbatical Leave of Absence Contract of Agreement to Board of Trustees approved applicants by April 1. This shall occur through a verifiable mailing system.
- Board of Trustees approved applicants will return the signed Contract of Agreement to Human Resources no later than ten (10) days after receipt.
- Human Resources will verify with the Sabbatical Committee Chair through the Vice Presidents, Academic Services the receipt of Board of Trustees approved applicant's Contracts of Agreements no later than April 30.
- As stated above, if the Contract of Agreement is not signed within ten (10) days, then the offer of a Sabbatical Leave of Absence shall be automatically withdrawn.
- Human Resources will obtain both parties signatures by the end of May. A copy will be sent through a verifiable mailing system to the Board of Trustee approved applicant.
- In the absence of a signed Contract of Agreement, the Faculty Association-District Contract shall control and is binding on the Sabbatical Leave of Absence recipient.

b. Reports (Progress Reports and Summary Reports)

Sabbatical Recipients must provide their mentor with a relevant off-campus email.

(1) Progress Report(s)

For Faculty on a year-long Sabbatical Leave there shall be two

(2) Progress Reports. For Faculty on a semester-long Sabbatical Leave there shall be one (1) Progress Report. The report(s) shall be submitted at the following time(s):

- (a) End of October
- (b) End of March

The Progress Report is to be submitted to the Mentor. Failure to do so can result in non-progression of the Sabbatical.

(2) Summary Report

Sabbatical Leave Report Summaries are required and are due from the Faculty returning in either the Fall or Spring Semester to the Chairperson of the Sabbatical Leave Committee through the College's Vice Presidents, Academic Services on the first day of return to active service.

The Vice President, Academic Services at each college will send letters reminding returnees their Sabbatical Leave of Absence Report is due on their first day of their return to active service. This process shall occur in August for those returning in the Fall Semester or after the full Academic Year, or in December for those returning in the Spring Semester.

This Report shall describe and document the activities and accomplishments of the unit member during the Sabbatical Leave of Absence period in conformity with the application for Sabbatical Leave of Absence approved by the Board of Trustees. This Report shall be in the prescribed form and shall include the documentation

and other information as the Sabbatical Leave Committee may require determining if each objective of the Sabbatical Leave of Absence has or has not been fully achieved. Objectives cannot be partially achieved.

For archival purposes, the Sabbatical Leave of Absence Report should be submitted with an electronic copy in PDF form.

The Sabbatical Leave Committee begins review of reports from the previous Spring Semester and the previous Academic Year. The Committee shall complete the review no later than sixty (60) days after the beginning of the following semester or as soon thereafter as possible. Reports with Sabbatical Leave Committee approval or disapproval shall be forwarded to the Chancellor through the College President for Board of Trustee review.

c. Standards of Review

The standards for review shall be whether there is good cause to conclude:

(1) that the intent and purpose of the Sabbatical Leave of Absence have not been satisfied; or (2) that the Sabbatical Leave of Absence Report was not submitted within the required time period, or in the form and content prescribed. And if so, what is the appropriate penalty?

d. Sabbatical Leave Committee Review

(1) The Sabbatical Leave Committee shall review all Sabbatical Leave of Absence Reports.

(2) Prima facie evidence of non-compliance and notice.

The Sabbatical Leave Committee, should it conclude that there is prima facie evidence that the Sabbatical Leave of Absence Standards have not been satisfied, shall notify the recipient in writing of:

(a) its tentative conclusion;

(b) the basis for its conclusion;

(c) all documents supporting this conclusion; and,

(d) what the Sabbatical Leave Committee believes the recipient failed to do to satisfy the intent and purpose of the Sabbatical Leave of Absence.

e. Meeting

The Sabbatical Leave Committee shall meet with the recipient to attempt to give the recipient an opportunity to respond to the Committee's concerns and tentative conclusions. The recipient is entitled to representation from the Faculty Association.

f. **Opportunity to Correct Deficiencies**

If, after the meeting, the Sabbatical Leave Committee concludes that there is cause to reject the Sabbatical Leave of Absence Report, it will further consider whether the deficiencies are correctable. A deficiency will be considered correctable if the Sabbatical Leave Committee has concluded that the unit member engaged in the activities articulated in the Sabbatical Contract of Agreement, but failed to prepare the required Sabbatical Leave of Absence Report. A deficiency will not be considered correctable if the Sabbatical Leave Committee has concluded that the unit member failed to engage in the activities articulated in the Sabbatical Leave Contract of Agreement.

If the Sabbatical Leave Committee determines that some or all of the violations are correctable, the recipient shall be granted sufficient time and opportunity to satisfy the concerns of the Committee and meet the standard.

g. **Resubmission**

The recipient shall resubmit the Sabbatical Leave of Absence Report with evidence he/she has fulfilled the intent and purposes of the Sabbatical Leave of Absence within the time frame established by the Sabbatical Leave Committee.

h. **Reconsideration**

The Sabbatical Leave Committee shall hold a meeting to reconsider. The recipient is entitled to appear in support of his/her resubmission. Thereafter, the Committee shall issue its decision.

The Sabbatical Leave Committee shall then forward the Sabbatical Leave of Absence Report, or revised Report, to the Chancellor with its decision to approve or disapprove.

i. **Review by the Chancellor**

If the Sabbatical Leave Committee recommendation is to approve the Report, and the Chancellor disagrees with the Committee, the Chancellor shall report the basis of his/her disagreement, and allow the recipient an opportunity to meet and justify his/her Report.

j. **Report to the Board of Trustees**

After reviewing the Report of the unit member and the decision of the Sabbatical Leave Committee, and considering the recipient's position and evidence, the Chancellor shall forward the Report and the recommendation of the Sabbatical Leave Committee, and his/her own recommendation, to the Board of Trustees.

k. **Review by the Board of Trustees**

The Board of Trustees shall accept, reject or institute penalty action regarding the matter as specified herein.

l. **Penalties for Non-Compliance**

If the recipient has not satisfied the standards the available penalties are:

- (1) Refund, by the recipient, of all or part of the Sabbatical Leave monies. The percent of the refund is determined by the Board of Trustees upon the recommendation of the Sabbatical Leave Committee relative to the percent the recipient satisfied the objectives in the Sabbatical Leave of Absence application, and
- (2) Limitation on eligibility for a Sabbatical Leave of Absence for seven (7) Academic Years after the conclusion of the repayment schedule.

m. Complaints by Recipients

- (1) Grievance and Arbitration

A recipient may appeal the final decision of the Board of Trustees by filing a grievance against the Chancellor based on the Chancellor's recommendation to the Board of Trustees in accordance with [Article 7](#). The sole basis on which a recipient may appeal is that the Sabbatical Review procedures set out in this Article have been violated. The recipient is precluded from asserting through a grievance that there is no good cause for the decision and/or that the penalty was too severe. The burden of proof shall rest with the grievant who shall also be required to proceed first with the evidence.

- (2) Alternative Hearing Committee

If the Faculty Association declines to take the grievance to arbitration, the recipient shall be entitled to proceed to a hearing before an Administrative Law Judge in accordance with the provisions of Education Code Section 87470, et seq. The District shall promptly arrange for the hearing.

The decision of the Administrative Law Judge shall be final and binding on the parties, subject only to review pursuant to Code of Civil Procedure (CCP) §1094.5.

n. Cause for denial of Sabbatical Leave of Absence Report

The Sabbatical Leave Committee shall, in its discretion, be granted the authority to deny all or part of a Sabbatical Leave of Absence Report based on the standards below. The Sabbatical Leave Committee members shall be given broad powers to authenticate their findings, and their recommendations shall be provided to all parties in the appeals process above.

- (1) Fraud or misrepresentation related to the Sabbatical Leave of Absence on the part of the recipient; or
- (2) Academic dishonesty related to the Sabbatical Leave of Absence, including but not limited to plagiarism; or
- (3) Failure to complete all or part of the Sabbatical Leave of Absence objectives; or
- (4) Failure to meet the academic standards and provide appropriate documentation of the Sabbatical Leave of Absence Report.

o. **Recoupment of Monies**

The District and recipient shall attempt to agree upon a schedule for repayment of any penalty. Absent agreement, the District may implement a wage deduction at the garnishment rate permitted under the wage garnishment law of the State of California, without initiating statutory wage garnishment proceedings. Rather, the Sabbatical Leave of Absence Contract shall state that upon completion of all administrative due process afforded under this Agreement, should the Board of Trustees determine a recoupment is required, the unit member consents to the wage deduction.

Absent mitigating circumstances, the repayment schedule shall ordinarily provide for repayment within three (3) Academic Years of return from the Sabbatical Leave of Absence when the Sabbatical Leave of Absence was for one (1) Academic Year, and within three (3) semesters of return from the Sabbatical Leave of Absence when the Sabbatical Leave of Absence was for one (1) semester.

Absent agreement between the District and the recipient, the District may, using the statutory wage garnishment proceedings, implement a wage deduction at the garnishment rate permitted under the California Wage Garnishment Law.

p. **Discipline**

The unit member's failure to repay the salary may also be grounds for disciplinary action.

q. **Credit to Fund**

The Sabbatical Leave Fund shall be credited with any amount so recovered.

r. **Interrupted Leaves**

In case the approved Sabbatical Leave of Absence activity, as agreed upon in the Sabbatical Leave of Absence Contract with the District, is interrupted by serious accident or illness during the Sabbatical Leave of Absence, and the accident or illness is properly verified by a qualified physician, and this interruption does not extend over a period of time that would cause the purposes of the Sabbatical Leave of Absence to be abandoned, this interruption shall not constitute a violation of the Contract of Sabbatical Leave Agreement nor prejudice the unit member against receiving the rights and benefits provided for under terms of the Sabbatical Leave of Absence.

In cases where interruption due to accident or illness would preclude satisfactory completion of the Sabbatical Leave of Absence purposes, the Sabbatical Leave of Absence shall be terminated, and a Sick Leave of Absence shall be substituted by mutual agreement between the District and the unit member. If a Sabbatical Leave of Absence is terminated due to extended illness or serious accident, the Sabbatical Leave of Absence salary shall also be terminated, and the expenses drawn against the Sabbatical Leave Fund shall be terminated.

In all cases of serious accident or illness of a unit member on Sabbatical Leave of Absence, the Chancellor shall be promptly notified by Registered

Letter via the U.S. Mail after occurrence or medical diagnosis, and the Chancellor shall so notify the Sabbatical Leave Committee. While on Sabbatical Leave of Absence, if any material changes occur beyond the control of the unit member which may affect the contractual obligations of the unit member on Sabbatical Leave of Absence, he or she shall notify the Chancellor and a revised Contract of Sabbatical Leave Agreement may be written with the unit member if necessary. The Chancellor shall so notify the Sabbatical Leave Committee.

s. **Modified Sabbatical Leave of Absence Purpose**

A recipient is permitted to modify the approved Sabbatical Leave of Absence activity only in cases of serious and unforeseen circumstances, and only after approval by the Sabbatical Leave Committee.

The unilateral alteration of a Sabbatical Leave of Absence activity by a recipient, without obtaining prior approval by the Committee shall, in and of itself constitute a basis to disapprove the Sabbatical Leave of Absence Report or a particular objective therein.

In case the Sabbatical Leave of Absence activity, as approved by the Board of Trustees, or agreed upon in the Sabbatical Leave Contract with the District, must be changed due to unexpected undue hardship and/or other unusual or unforeseen circumstances, the unit member taking the Sabbatical Leave of Absence (or an agent representing the unit member if he/she is unable to communicate) shall immediately notify the Office of the Vice President, Academic Services in writing (email acceptable) of his/her respective college, who shall so notify the Sabbatical Leave Committee. This request to modify shall include the reason(s) for the modification, a description of alternative plan(s) including alternative objective(s) and method(s) for achieving the intended outcome.

This notification shall be made by verifiable written medium such as email, or U.S. Mail as a Certified or Registered Letter, shall state completely the reason(s) for the change, and include a complete description of any alternative plan [alternative objective(s), method(s) for achieving objective(s) and documentation]. The Sabbatical Leave Committee reserves the right to require verification of the circumstances causing the change.

The Sabbatical Leave Committee shall recommend its approval or disapproval of the requested change to the Chancellor for final approval in consultation with the appropriate College President. The Chancellor shall inform the Sabbatical Leave Committee, in writing, of his/her decision as soon as possible. A revised Contract of Sabbatical Leave of Absence Agreement may be written with the unit member if necessary. Should the need for approval of a change in the Sabbatical Leave of Absence activity occur at a time when the Committee Chairperson or the Committee is not available and a delay in receiving a response from the appropriate Vice President would cause undue hardship for the unit member taking the Sabbatical Leave of Absence, the appropriate Vice President is empowered to act upon the request for change in

Sabbatical Leave of Absence activity without the Sabbatical Leave Committee's recommendation. The appropriate Vice President shall inform the Sabbatical Leave Committee, in writing, of his/her action in these cases.

t. **Postponed Sabbatical Leaves of Absence**

A unit member who has had a Sabbatical Leave of Absence approved shall be entitled to postpone it under the following conditions:

- (1) The Sabbatical Leave Committee and the unit member agree; or
- (2) The Chancellor or his/her designee grants the postponement.

12-1 B. Unpaid Sabbatical Leave Of Absence

Any unit member with Regular status and employed fifty percent (50%) or more will be eligible for either a Paid or Unpaid Sabbatical Leave of Absence upon completion of six (6) full Academic Years of bargaining unit service (California Education Code 87768). These same service requirements shall apply each time an individual seeks a subsequent Sabbatical Leave of Absence, Paid or Unpaid.

For Unpaid Sabbatical Leaves of Absence, unit members are advised to refer to Articles [20B.2a.](#) and [20C.2d.](#) for impact issues regarding Unpaid Sabbatical Leaves of Absence and retirement.

Sabbatical Leaves of Absence Without Pay or Benefits, granted to the unit member for experiences which may be presumed to be of educational benefit to the students and the District, as determined by the Sabbatical Leave Committee, shall result in service credit up to a one (1) Academic Year maximum on the [Full-time Faculty Salary Schedule](#) for the period of the Unpaid Sabbatical Leave of Absence.

Application for [Full-time Faculty Salary Schedule](#) Step Advancement credit must be made in advance. See [Article 12-1A.7](#) for application – Sabbatical Leave of Absence.

Applicants shall submit their proposal to the Sabbatical Leave Committee. They shall not be ranked but shall be either approved or disapproved by the Committee. A Letter of Intent shall not be required per [Article 12-1A.6](#). Applicants shall be notified no later than March 1st by the Vice Presidents, Academic Services through the Sabbatical Leave Committee of the Board of Trustees' action.

Sabbatical Leave Committee completes its review of the applications and forwards original documents (Letter of Intent to Apply for Sabbatical Leave of Absence, Application for Sabbatical Leave of Absence, and Workload Banking: Augment Sabbatical Salary) to the respective College Vice President, Academic Services' Office, who will forward a set of original forms for each approved applicant to the Office of the Vice Chancellor, Educational Services and Student Success **by the end of the Fall Semester.** (Articles [12-1A.7](#), [12-1A.4g](#), and [12-1B](#).) If denied, see Appeal Process ([Article 12-1A.7a](#)).

The Vice Presidents of Academic Services shall communicate the decision of the Sabbatical Committee by the end of the Fall Semester with a full explanation of the person's standing on the list for approval or non-approval. This communication shall be in a verifiable format (email is acceptable).

The unit member shall not have to serve a period of service in the employ of the District, which is twice the period of the Unpaid Sabbatical, following his/her return from said Unpaid Sabbatical. A Contract of Agreement and Sabbatical Report shall be required per [Articles 12-1A.9a. and 9b.](#) The following logistics shall apply with respect to the Contract of Agreement ([Appendix: Unpaid Sabbatical Leave of Absence \(LOA\) Contract](#)):

- Human Resources shall mail the Sabbatical Leave of Absence Contract of Agreement to Board of Trustees approved applicants by April 1. This shall occur through a verifiable mailing system.
- Board of Trustees approved applicants will return signed Contract of Agreement to Human Resources no later than ten (10) days after receipt.
- Human Resources will verify with the Sabbatical Committee Chair through the Vice Presidents, Academic Services receipt of Board of Trustees approved applicant's Contracts of Agreements no later than April 30.
- If the Contract of Agreement is not signed within ten (10) days, then the offer of a Sabbatical Leave of Absence shall be automatically withdrawn.
- Human Resources will obtain both parties signatures by the end of May. A copy will be sent through a verifiable mailing system to the Board of Trustees approved applicant.
- In the absence of signed Contract of Agreement, the Faculty Association-District Contract shall control and is binding on the Sabbatical Leave of Absence recipient.

If the Sabbatical Leave Committee finds deficiencies in the Sabbatical Report, the unit member shall not advance one (1) Step on the Full-time [Faculty Salary Schedule](#) upon his/her return to work at the end of the Unpaid Sabbatical Leave of Absence and shall not be eligible to buy the appropriate Service Credit from the California State Teachers' Retirement System (CalSTRS) or the California Public Employees' Retirement System (CalPERS) Service Credit.

Reports are due from the Faculty returning in either the Fall or Spring Semester to the Chairperson of the Sabbatical Leave Committee through the Vice Presidents, Academic Services on the first day of return to active service.

The Vice President, Academic Services at each college will send letters welcoming returnees back and informing them of the date their Sabbatical Leave of Absence Report sixty (60) days after the start of their return to active service. This process shall occur in June for those returning in the Fall Semester of after a full Academic Year, or in October for those returning in the Spring Semester.

The Sabbatical Leave Committee begins review of the reports from previous Spring Semester and previous Academic Year. The Committee shall complete the review no later than sixty (60) days after the beginning of the following semester or as soon thereafter as possible. Reports with Sabbatical Leave Committee approval or disapproval shall be forwarded to the Chancellor through the College President for the Board of Trustees review.

If the Sabbatical Leave Committee acts affirmatively on the acceptance of the Unpaid Sabbatical Report, the District shall, if requested by the unit member, report said Unpaid Sabbatical Leave of Absence to the California State Teachers' Retirement System

(CalSTRS) or the California Public Employees' Retirement System (CalPERS) as an Unpaid Sabbatical Leave of Absence for the purpose of allowing the unit member to purchase said Leave as CalSTRS or CalPERS Service Credit. If the unit member requests the District to report the Unpaid Sabbatical Leave of Absence to CalSTRS or CalPERS, then the District shall report the Unpaid Sabbatical Leave of Absence to CalSTRS or CalPERS when the Sabbatical Leave Committee acts affirmatively on the eligible unit member's report.

It is understood that the unit member bears the full financial burden of purchasing this Unpaid Service Year of CalSTRS or CalPERS service credit. It is further understood that CalSTRS or CalPERS regulations control with respect to the granting of the respective Service Credit.

This provision shall be applied retroactively to all eligible unit members.

12-1C. Unpaid Leave of Absence (Not Sabbaticals) For Educational Benefit

Per [Article 21E.2](#), Unpaid Leaves of Absence (other than Sabbatical) granted to unit members for experiences which may be presumed to be of educational benefit to the students and the District, as determined by the Sabbatical Leave Committee, shall result in Service Credit on the [Faculty Salary Schedule](#) up to one (1) Academic Year. Application for this Leave must be made in advance to the Sabbatical Leave Committee. At the end of said Unpaid Leave of Absence, the unit member must submit a report to the Sabbatical Committee verifying that the objectives of the Leave of Absence were accomplished. The Sabbatical Leave Committee has the authority to determine if the Leave of Absence objectives were accomplished before the Step Advance shall occur.

ARTICLE 12-2

WORKLOAD BANKED LEAVE OF ABSENCE

12-2. Workload Banked Leave of Absence Policies

(See Article 10D.9)

12-2 A.1 Maximum Workload Banked Leave of Absence

Regular unit members may earn a maximum of one (1) semester Workload Banked Leave of Absence without loss of salary or benefits.

Sixteen (16) Calculated A Hours (CAHs) must have been banked in order to take a Workload Banked Leave of Absence in any proposed semester. A unit member may take a semester of Workload Banked Leave of Absence (LOA) while on Pre-retirement Reduction in Workload. (See [Article 19](#) for this type of Leave of Absence.) If the unit member is on Pre-retirement Reduction in Workload according to the terms of [Article 19](#), he/she shall be charged a proportional amount of Banked Load when applying his/her Banked Calculated A Hours (CAHs) toward a full semester's absence, commensurate to his/her Load obligation for that semester. For example, if the unit member's Load obligation is seventy-five percent (75%) for the semester in question, as per [Article 19](#), then he/she needs to apply seventy-five percent (75%) of sixteen (16) Calculated A Hours (CAHs), *i.e.*, twelve (12) Calculated A Hours (CAHs) from his/her Banked Load balance, to take that semester as a Banked Load Leave of Absence. Faculty cannot workload bank any hours over forty (40) scheduled hours per week.

- a. For Counseling Faculty, Library Faculty, and Special Assignments Faculty participating in a Workload Banked Leave of Absence, Calculated A Hour (CAH) equivalents for non-instructional service shall be computed according to [Article 10D.12](#). In these cases, the District shall maintain Load Sheets according to [Article 10D.9](#).

Unit members must request in writing if the overload earned is for banking or non-banked carryover at the time of the acceptance of the overload. Only overload that is properly requested on the official form shall go into the unit member's Workload Banked Account. See [Appendix](#): Workload Banking Request Form (Regular Unit Members only).

A unit member with an underload is not eligible to workload bank any hours until the underload is satisfied.

Any class taught for Load during Summer or Inter-session, whether units are banked or not, shall incur an obligation to serve office hours in accordance with [Article 17E.2](#).

- b. A unit member desiring to participate in Workload Banking shall use the [Workload Banking Request Form](#) (Regular Unit Members only) to request the transfer of a specified number of Calculated A Hours (CAHs) from his/her Non-Banked Carry-over into Banked Load, subject to the conditions below.
- c. A maximum of six (6) Calculated A Hours (CAHs) may be banked in any one (1) semester or Term (including Summer Session or Inter-session).
 - (1) These hours may be earned at any time during the Faculty member's one hundred and seventy-five (175) day contract, or during the Summer or Inter-session.
 - (2) Only CAHs within a positive Non-Banked Carry-over may be transferred to Banked Load; Banked Load shall never show a negative balance.
 - (3) If a unit member experiences a negative Non-Banked Carry-over (underage) at the end of any Academic Year, he/she may elect to reduce the underage by transferring a specified amount of CAHs from the Banked Load to the Non-Banked Carry-Over, as long as the CAHs transferred are less than or equal to the unit member's Banked Load balance.
- d. Unit members who intend to take a Semester Workload Banked Leave of Absence must submit their Workload Banked Leave of Absence request to their immediate supervisor and the appropriate College Vice President by March 15 for the following Fall Semester and by September 15 for the following Spring Semester. Sixteen (16) Calculated A Hours (CAHs) or the equivalent must be completed by the Term preceding the intended Workload Banked Leave of Absence, including Summer Session. Failure to accrue the mandatory Calculated A Hours (CAHs) or the equivalent by the Term preceding the intended Workload Banked Leave of Absence will result in either cancellation or postponement of the Workload Banked Leave of Absence. Approval or disapproval of the Workload Banked Leave of Absence request will be based on the impact of the Workload Banked Leave of Absence on the integrity of the unit member's program. Notification of approval or disapproval will be given to the unit member by April 15 for Fall Semester Workload Banked Leaves of Absence or October 15 for Spring Semester Workload Banked Leaves of Absence.
- e. In the event the Workload Banked Leave of Absence request is denied, an Ad Hoc Committee consisting of the following members will be convened by the College Vice President, Academic Services or the Vice President, Student Services to re-assess the potential program impact.

Members of the Ad Hoc Committee include:

- (1) The College Vice President, Academic Services or the College Vice President, Student Services or his/her designee;
- (2) The unit member planning the Semester Workload Banked Leave of Absence; and

- (3) One unit member not planning a Semester Workload Banked Leave of Absence, mutually agreed to by the College Vice President, Academic Services or the College Vice President, Student Services and the unit member planning the Semester Leave of Absence.

This Ad Hoc Committee will make a written recommendation to the College Vice President, Academic Services or the College Vice President, Student Services who will review the recommendation of the Ad Hoc Committee and make a recommendation to the appropriate College President. The final decision will rest with the College President. The decision and its rationale will be sent in writing to each member of the Ad Hoc Committee.

- f. Limit on Load Bank. No unit member may bank more than seventeen (17) Calculated A Hours (CAHs) or equivalent. See [Article 10D.11](#).
- g. Commencing with the Fall Semester 2014, the requirement for Sixteen (16) Calculated A Hours (CAHs) will be required for all requested Workload Banked Leaves of Absence unless the unit member is on Pre-retirement Reduction in Workload according to the terms of [Article 19](#). See Article 12-2A.1, above.
- h. Any class taught for Load during Summer or Inter-session, whether units are banked or not, shall incur an obligation to serve office hours in accordance with [Article 17E.2](#).

12-2A.2 Cancellation Or Extension Of Workload Banked Leave of Absence By The Unit Member

A cancellation of one (1) Academic Year extension may be requested from the College Vice President, Academic Services or the College Vice President, Student Services a minimum of one (1) semester in advance of the planned Workload Banked Leave of Absence (April 1 for Fall Semester, October 1 for Spring Semester).

12-2A.3 Frequency Of Workload Banked Leaves Of Absence

A Workload Banked Leave of Absence may be taken once in a three (3) Academic Year period.

12-2A.4 Restrictions On Taking Workload Banked Leaves Of Absence

Workload Banked Leaves of Absence shall not be granted during the Summer Session nor during the semester immediately before or after a Sabbatical Leave of Absence.

12-2 A.5 Accounting For Workload Banked Load Conversion Of Workload Banked Load To Unbanked Load

- a. At the time a unit member Workload Banks Load hours in lieu of receiving overload pay, this money must be set aside in a specially identified fund for use by the college where the unit member is employed. These reserves must be accounted for semiannually.

- b. Accumulated Workload Banked units may be converted to Load by the unit member but only according to the terms of Article 12-2A.1c(3) above.

12-2A.6 Cashing Out Workload Banked Load

12-2 A.6.1 Restrictions On Cashing Out Workload Banked Load

After July 1, 2005 a unit member shall not be entitled to cash out Workload Banked overload except under one (1) of the following circumstances:

- a. exigent circumstances as decided by the District beyond the unit member's control; or
- b. retirement; or
- c. permanent movement from the unit position to another permanent position in the District; or
- d. resignation from a permanent unit position but continuation as a Part-time unit member; or
- e. termination from District employment; or
- f. death of the unit member. (The balance in the deceased unit member's account shall be paid to his/her estate.)

12-2 A.6.2 Guidelines For Cashing Out Workload Banked Load

Subject to Article 12-2A.6 above, cashing out Workload Banked Load will occur under the following guidelines:

- a. The Workload Banked units shall be paid according to the prevailing Schedule of Part-time Faculty Salary Rates, at the Calculated A Hour (CAH) rate indicated for instructional assignments, at the highest step shown that is not greater than the unit member's current step on the Full-time [Faculty Salary Schedule](#).

Because Workload Banked Load commingles Load from both instructional and non-instructional service, it is understood that noninstructional pay rates cannot be applied when cashing out Workload Banked Load.

- b. A written request for cash out must be made at least thirty (30) calendar days before cash out is desired.
- c. A unit member wishing to cash out Workload Banked Load must submit a written request to the appropriate College Vice President stating the reason for the request according to the above guidelines and circumstances. Thereafter, the request shall be forwarded to the Office of Human Resources.
- d. When a Full-time unit member leaves the employment of the District, any unused Workload Banked overload shall be paid as described herein.

12-2A.7 Load Sheet

Effective Fall Semester 2012, unit member Load Sheets shall delineate banked versus non-banked overages in accordance with [Article 10D.9](#).

12-2A.8 Working While On Workload Banked Leave Of Absence

Unit members on Workload Banked Leave of Absence shall be deemed eligible to perform overloads, for compensation on the [Part-time Faculty Salary Schedule](#). See [Article 18B.1e.\(2\)](#).

ARTICLE 12-3

FACULTY EXCHANGE LEAVE OF ABSENCE

12-3 A. Faculty Exchange Leave of Absence

Leaves of Absence may be granted during the Academic Year to Full-time Regular Faculty. Regular unit members who are approved may participate in a Personnel Exchange Program for a period not to exceed one (1) Academic Year under the provisions of Section 87422 of the Education Code, Temporary Exchange of Academic Employees. These Leaves of Absence shall be mutually agreed upon and determined on the basis of the following factors:

12-3A.1 Effect Of Faculty Exchange Leave of Absence

There shall be no interference with the normal operations of the College or District, the educational program, proper instruction, or the provision of services to students.

12-3A.2 Costs

No additional cost to the District shall necessarily be incurred as a result of the exchange. However, the Board of Trustees may appropriate funds to encourage the program. These funds may be allocated to the unit member for actual and necessary expenses as are appropriate and specifically designated.

12-3A.3 Requirements

All exchanges shall be on a one-for-one basis, and visiting personnel shall meet District requirements for unit members in their classification of Instructional Faculty, Counseling Faculty, Library Faculty, or Faculty on Special Assignments, as appropriate. The District's unit member shall continue to receive salary, seniority, increments, and other benefits during the Leave of Absence. Salary, benefits, and other expenses of visiting exchange personnel shall not be the responsibility of this District.

12-3A.4 Reinstatement Into Position

The unit member, upon expiration of the Faculty Exchange Leave, shall be reinstated in the position held at the time of the granting of the Leave of Absence unless agreed otherwise by the unit member and the District.

ARTICLE 14

CONTRACT (UNTENURED) FACULTY EVALUATION

TENTATIVE AGREEMENT

14A. Purpose

In the granting of tenure, a peer review process will be used to ensure that Contract (Probationary) Faculty demonstrate the qualities and performance necessary to meet professional responsibilities. Tenure derives from two (2) sources: the authority of the Chabot-Las Positas Community College District Board of Trustees, who ensures that the communities they represent are provided the best possible learning environment, and the college Faculty, who are obliged as professionals and specialists in their fields to provide a high-quality educational forum for learning. While the Board of Trustees and the Administrators it appoints set in place the guidelines for hiring effective Faculty and for evaluating their performances, the Faculty, represented by the Faculty Senates, have the responsibility under shared governance to implement these guidelines and to participate in the evaluation process. The Faculty Association has the responsibility to monitor contractual procedural due process aspects of the evaluation process. The mutual goal of the District administration and faculty is to hire qualified, diverse Faculty who are expert in their subject areas, skilled in their professional responsibilities, and sensitive to equal employment guidelines and community diversity.

Through an ongoing evaluation process, the decision to grant tenure generally occurs at the end of the fourth Academic Year for a Probationary Faculty unit member (hereafter referred to as a Contract unit member). (See [Article 14L.2](#), Footnote 2.) In the normal process, the Tenure Committees, comprised of Faculty peers and Administrators, recommend to the Board of Trustees the appropriate Faculty for tenure.

This policy conforms to the provisions of AB 1725 and Sections 87663 and 87664 of the California Education Code.

14B. Guiding Principles

14B.1 Non-Discrimination

The evaluators shall not consider information about the private life, religious, political and/or organizational affiliations, or sexual preferences of the Contract Faculty unit member.

14B.2 Use Of Anonymous Materials

No anonymous letters or material shall, in any form, be used in the evaluation process except that student ~~evaluations~~ surveys of unit members done on negotiated student ~~evaluation~~ survey forms shall be anonymous in order to protect the identity of the student.

14B.3 Forms

Only those forms that have been negotiated shall be used in the evaluation process. [See Appendix:](#)

Evaluation: Mental Health Counseling Faculty Performance Observation Form

Evaluation: Mental Health Counseling Faculty Evaluation Form-Student Survey

Evaluation: Counseling Faculty Evaluation Form - Student Survey

Evaluation: Counseling Faculty Performance Observation Form

Evaluation: Special Assignment Faculty - Client Survey Form

Evaluation: Library Faculty Observation Form

Evaluation: Library Faculty Orientation - Student Survey Form

Evaluation: Observation of Instruction Form - Online Class

Evaluation: Observation of Instruction Form - Math Emporium

Evaluation: Observation of Instruction Form - Face to Face Class

Evaluation: Student Response to Instruction Form - Face to Face Class

Evaluation: Student Response to Instruction Form - Math Emporium

Evaluation: Student Response to Instruction Form - Online Class

14B.4 Written Responses

The Contract Faculty unit member has the right to respond in writing to the evaluation(s). Written responses shall become part of the unit member's Personnel File. See [Articles 16-1 to 16-3](#).

14B.5 Retention Data

Retention data may be used to alert the Level 1 evaluators that the Contract Faculty unit member needs to develop strategies to retain students. Retention data shall not be the basis for tenure denial.

14B.6 Non-Retaliation

There shall be no retaliation against a Contract Faculty unit member who voices an opinion or files a signed written opinion.

14B.7 Reassigned Time

Contract and Temporary Leave Replacement (TLR) Faculty hired as Instructional Faculty, Counseling Faculty, or Library Faculty shall not be granted reassign time for the first two probationary contracts. If however, a Contract or Temporary Leave Replacement (TLR) Faculty person is hired with demonstrable work experience outside of his/her primary assignment, management shall have the option to offer the unit member up to but not exceeding four (4) CAHs of reassign time. See [Article 10C.3e](#).

14C. Faculty Standards For All Contract (Untenured) Faculty

14C.1 Forward

Faculty at Chabot College and Las Positas College have been selected with considerable care and with particular attention to their ability to give freely of their knowledge and talents to students. Each Faculty member is asked to

assume the personal and professional obligations which inhere in a career as college Instructional, Counseling, Library or Faculty on Special Assignments.

The Faculty is expected to meet the Faculty Standards by demonstrating excellence in working with students; in collegial participation; in professional and personal enrichment; and in professional responsibilities.

14C.2 Excellence In Working With Students

- a. Knowing their subject fields in depth, keeping up to date and being alert to new materials in the literature;
- b. Challenging students and setting high expectations with full knowledge of the diversity of human qualities and learning styles;
- c. Demonstrating sensitivity in working with students, including those of diverse racial and ethnic backgrounds, sexual orientations, and abilities;
- d. Creating opportunities for students to assume responsibility for their own learning.

14C.3 Collegial Participation

Collegial participation is defined as a unit member contributing to a collaborative, respectful working environment with all staff. Some areas in which collegial participation can be demonstrated include, but are not limited to, the following:

- a. Developing curriculum;
- b. Recommending organizational policies;
- c. Assessing program needs and effectiveness;
- d. Participating in appropriate collegial governance, committees, and campus life;
- e. In team taught courses or any course taught by a group of Faculty, cooperating with the majority of the Faculty team with respect to instructional delivery, student evaluation survey, and the use of support materials, including texts and documents; and
- f. Collaborating in curriculum development and in the accreditation process.

14C.4 Professional And Personal Enrichment

- a. Participating regularly in self-initiated professional development activities such as classes, workshops, conferences, seminars or professional meetings; and/or
- b. Publishing, making conference presentations, presenting artistic exhibits, giving performances, researching, becoming involved in community matters relevant to the academic area.

14C.5 Professional Responsibilities

Unit members are also expected to fulfill the specific requirements listed below:

- a. Attend and participate in Faculty meetings, division meetings, committee meetings, subdivision and/or task force meetings;

- b. Participate in orientation, commencement (see [Articles 8C.3](#) and [8C.6](#)), and on-campus professional development activities;
- c. Participate in program and subject area improvement tasks, such as creating and assessing Student Learning Outcomes (SLOs), Service Area Outcomes (SAOs), Course Learning Outcomes (CLOs) and Program Learning Outcomes (PLOs), revising and developing curricula, program review, articulation, and mentoring students and Part-time Faculty unit members;
- d. Meet deadlines and submittal of Discipline Plans (see [Articles 26E.4-26E.7](#)), schedules, grades and Census Reports (see [Articles 1C.1.cc](#) and [8C.4](#)); and
- e. Where appropriate, participate in advisory committees and maintain contacts with other educational institutions, organizations, businesses or industry;
- f. Act as mentors for part-time faculty;
- g. Provide leadership for department in recruiting and retaining students in coordination with outreach, counseling and other college/district personnel including but not limited to developing community connections, to provide mentoring, work experience and job opportunities for students within the department as approved by the Division Dean.

Discretionary professional activities include holding memberships in the Faculty Senates, College/District standing committees, joint College/District/Faculty Association Committees, College/District ad hoc committees, regional, state, national or international professional organizations, and/or student clubs or activity advising. The unit member may also participate in outreach activities to other educational segments and the community.

First Academic Year Contract Faculty unit members are exempt from these discretionary professional activities.

14C.6 Additional Specific Standards For Instructional Faculty

- a. Delivering coherent lectures;
- b. Creating assignments that serve instructional goals as defined in course outline of record;
- c. Creating exams and/or other evaluative assignments that test for mastery of course content;
- d. Creating course materials that serve instructional goals as defined in course outline of record;
- e. Organizing course content so that it encompasses authorized course outlines;
- f. Identifying basic and essential concepts and developing pertinent materials and strategies that will assist students in understanding the core subject matter consistent with the official course outline of record;
- g. Preparing carefully and organizing a course of instruction which adheres to the objectives and suggested materials listed in the course outline of record, and which encourages student use of campus resource centers and laboratories. If unit members within a team teaching class (see [Article](#)

[10D.2d.](#) for definition) have adopted a required text, that text must be used unless the unit member(s) in the affected class agree to an exception;

- h. Teaching with imagination, vigor, and clarity, attempting to provide a framework of learning which consciously places topics in a well-knit relationship one to the other;
- i. Applying new technologies in the delivery of instruction where appropriate; and
- j. Working collaboratively with the Enrollment Management process as described in [Article 26: Enrollment Management](#).
- k. See [Article 10F.3g. and k.](#) for evaluation of on-line instruction.

14C.7 Additional Specific Standards For Counseling Faculty

- a. Working in and supporting a collaborative Counseling Division team environment;
- b. Demonstrating a wide variety of counseling skills (listening, interviewing, trusting, encouraging, flexible, resourceful, fair) and counseling techniques while providing academic, career, and personal counseling services;
- c. Demonstrating a high degree of accuracy when providing information concerning college/university transfer, degree requirements, college/district procedures and course curriculum;
- d. Applying new technologies in the delivery of counseling services;
- e. Developing and implementing new/revised projects, programs, and activities in accordance with the Counseling Divisions' Adopted Goals and Objectives;
- f. Developing liaisons between the Counseling Division and Instructional Divisions, serving on committees, and achieving familiarity with College and District Goals and Policies;
- g. When applicable to a particular coordination assignment, demonstrating leadership and advocacy in collaboration with other staff in a particular unit;
- h. When applicable to a particular coordination assignment, demonstrating planning and vision in delivering counseling and student support services; and
- i. Working collaboratively with the Enrollment Man, agreement process as described in [Article 26: Enrollment Management](#); and
- j. Professional Responsibilities for Counselors providing mental health counseling only: Demonstrating professional and accurate therapeutic skills when providing mental health counseling, including maintaining professional standards prescribed by the Board of Behavioral Sciences.

14C.8 Additional Specific Standards For Library Faculty

- a. Working in and supporting a collaborative team environment;

- b. Developing and implementing new/revised projects, programs and plans in accordance with the Adopted Goals and Objectives of the Learning Resources Program;
- c. Promoting student and staff access to use of the library through comprehensive reference service and bibliographic instruction;
- d. Contributing to building, organizing, and maintaining library collections, including implementing electronic access to information;
- e. Teaching students in class orientations, individually, and through Library Skills courses;
- f. Developing liaisons between the Library and Instructional Faculty, serving on committees and achieving familiarity with College and District goals and policies;
- g. Applying new technologies in the delivery of library services; and
- h. Working collaboratively with the Enrollment Management process as described in [Article 26: Enrollment Management](#).

14C.9 Additional Specific Standards For Faculty On Special Assignments/Coordinator Assignment(s) As Part Or All Of Their Primary Duty

In consultation with the unit member and the supervisor, the Level One Tenure Review Committee will develop standards appropriate to each unit member on Special Assignments/Coordinator Assignment(s) as his/her primary assignment. The standards shall be clearly related to the Special Assignments/Coordinator Assignment(s) and comparable in their level of specificity to the standards described above for the other categories of Faculty. The standards shall be approved in writing by the appropriate Vice President, within three (3) weeks of the first day of service. Where appropriate, working collaboratively in the enrollment management process as defined in [Article 26: Enrollment Management](#) is an expectation.

14C.10 Specific Standards for DE Instruction

See Article 19E

14C.11 Evaluation of Faculty Teaching Distance Education Courses and Performing Other Online Services

See Article 19F

14D. Frequency And Timeline

The following procedures apply to faculty evaluation during the first four (4) Academic Years of Contract Faculty employment. The first contract is for one (1) Academic Year, the second contract is for one (1) Academic Year, and the last contract (third and fourth Academic Years) is for two (2) Academic Years. This frequency and timeline conform to AB 1725 guidelines.

14D.1 Spring Semester Hires—Faculty Members First Hired On Contract In The Spring Semester

Contract Faculty first hired in the Spring Semester begin the review process that Spring Semester and continue through the next Academic Year on a first Academic Year Contract (Education Code 87605). At least one (1) class or activity observation and student ~~evaluation~~ survey process shall occur in the first Spring Semester.

14E. Committees And Procedures

Evaluation for tenure involves a three (3) level committee structure:

14E.1 Level One Tenure Review Committee

a. Membership and Selection of Members

The Level One Tenure Review Committee shall be composed of three (3) members (with an optional fourth member). Additionally, an observer shall be assigned by the Faculty Association. If an observer is not assigned by the Faculty Association by October 1 for Fall Semester hires or March 1 for mid-year hires, the untenured review process will continue as per the established deadlines without a Faculty Association observer except that the Faculty Association Grievance Officer may become the Faculty Association observer at any time if requested by the Contract Faculty unit member. The Faculty Association observer shall function exclusively to monitor the Level One Tenure Review Committee on contractual due process issues.

The Faculty Association observer shall be privy to the Level One file, may attend all or some of the Level One meetings at his/her discretion and shall not be responsible for the substantive issues involving recommendation for contract renewal, dismissal or tenure (if appropriate).

b. The appropriate Administrator.

c. A tenured (Regular) Faculty unit member selected from the Contract Faculty unit member's Primary (or related) Discipline, appointed by mutual consent of Faculty from the Contract Faculty unit member's Primary Discipline (or division); or, in the event that consensus cannot be reached, appointed by the appropriate Administrator. See [Article 1.C.1h.](#) for definition of Primary Discipline.

d. A tenured Faculty unit member from a discipline different from that of the Contract Faculty unit member may be appointed.

e. Whenever possible, Committee members should be selected with a goal of reflecting both ethnic and gender diversity.

f. The Contract Faculty unit member may challenge the Level One Tenure Review Committee composition by requesting a change of one (1) member of the Committee (the appropriate Administrator is not subject to exclusion by this process). The Contract Faculty unit member must request a change in his/her Level One Tenure Review Committee before the end of the first two (2) semesters of his/her Contract Faculty employment. The right to request a Level One Tenure Review Committee change shall lapse after that time. The replacement member to the Level One Tenure Review Committee

will be appointed by the same body that chose the original Committee member. Additionally, either the Contract Faculty unit member or that unit member's Division may request the selection of a Level One Tenure Review Committee member from the District's other college. In order to select the optional fourth member of the Level One Tenure Review Committee, the Committee and the Contract Faculty unit member must reach mutual consent. With the exception of the right of the Contract Faculty unit member's one (1) Level One Tenure Review Committee member challenge defined above, the Committee shall remain the same for the entire four (4) Academic Years of Contractual employment unless a Committee member (either Faculty or Administrator) must be replaced due to a temporary leave, a break in District service or a change in assignment.

14E.2 Training

All members of Tenure Review Committees and Contract Faculty unit members shall receive training in the tenure evaluation process, when they are assigned to a Tenure Review Committee or if they have not received training within the last ~~three (3)~~ two (2) Calendar Years from the last date trained.

The training shall be conducted by the Faculty Association at each college.

The training will include process issues relevant to the tenure process including but not limited to:

- a. Following the stated timelines in this Article;
- b. Following up on all stated areas where the candidate needs improvement or has unsatisfactory performance;
- c. Formatting and implementing the Tenure Review Committees according to the guidelines in this Article;
- d. Providing timely feedback to the Contract Faculty unit member when the candidate needs to improve or is unsatisfactory so as to give the candidate an opportunity to remediate;
- e. Providing guidelines for the use of the negotiated evaluation forms.

14E.3 Faculty Hired On A Full-Time, Temporary Leave Replacement (TLR) Basis

All Faculty who are hired on a Full-time, Temporary Leave Replacement (TLR) basis shall be evaluated in accordance with this Article's first and second Academic Year reviews. Examples of Faculty hired in this manner include, but are not limited to, Faculty hired as Sabbatical Leave replacements and Faculty hired with non-permanent funds.

If the unit member with a Full-time Temporary Leave Replacement (TLR) assignment is hired for the immediately subsequent Academic Year in a Tenure Track position, the Level One Tenure Review Committee shall apply only one (1) Academic Year of the immediately prior Temporary Leave Replacement (TLR) Faculty service to the evaluation process of the Contract Faculty unit member's placement. Only one (1) Academic Year of the immediately prior Temporary Leave Replacement (TLR) Faculty service shall count toward the Tenure Review Process. It is understood that this provision shall apply

regardless of whether the tenure track position is in the same or related discipline as the Temporary Leave Replacement (TLR) Faculty assignment.

14F. Methods For Instructional Faculty

14F.1 Professional Review

In the first Academic Year, the Contract Faculty unit member must submit a brief narrative description (one to three pages) of his/her Faculty assignment by October 1 for Fall Semester hires and March 1 for mid-year hires. In the second, third, and fourth Academic Years the Contract Instructional Faculty unit members must submit a written Professional Review (three to eight pages) to the supervisor by October 1. The Professional Review shall cover the Contract Instructional Faculty unit member's previous Academic Year of employment. The Professional Review shall include information and ideas relevant, but not limited to, the standards for Faculty evaluation (as expressed above in the Articles titled "Faculty Standards"). (See [Articles 14C.1-5](#) and [14C.6.](#)) Faculty members first hired on a Contract Instructional Faculty basis in Spring Semester are also subject to the Professional Review process.

14F.2 Class Visits

In order to assess the professional effectiveness of the Contract Instructional Faculty unit member, the Level One Tenure Review Committee shall make a minimum of three (3) classroom visits according to [Article 14D.1](#) [typically one (1) visit by each Committee member].

a. Timing of the Visits

Under the first Academic Year contract, these visits shall be spaced so that no more than one (1) visit occurs in any week during the Fall Semester. Under the second Academic Year contract, visits may occur any time from the Spring Semester of the first Academic Year (after the March 15 renewal date) through the Fall Semester of the second Academic Year. At least one of the three (3) visits should take place in the Spring Semester. Under the third, two Academic Year contract, visits may occur any time from the Spring Semester of the second Academic Year (after the March 15 renewal date) through the Fall Semester of the fourth Academic Year.

b. Procedures for the Visits

A standard negotiated college Class Visit Report Form shall be used. Visits may be unannounced, but shall occur with the consent of the Contract Instructional Faculty unit member. The Contract Instructional Faculty unit member may request that a particular visit not occur. If there is difficulty in coordinating a classroom visit, the Contract Instructional Faculty unit member and the Level One Tenure Review Committee member may schedule a specific visiting time. The evaluator shall meet privately with the Contract Instructional Faculty unit member to discuss the written report. (See [Appendix](#): Evaluation: Observation of Instruction Form - Online Class, Evaluation: Observation of Instruction Form - Math Emporium, Evaluation: Observation of Instruction Form - Face to Face Class, Evaluation: Student Response to Instruction Form - Face to Face Class, Evaluation: Student Response to Instruction Form - Math Emporium.)

For unit members utilizing Canvas or the currently employed LMS in a face-to-face course, the evaluator will be granted access to the course for the purpose of evaluation. In addition, for unit members teaching asynchronous, synchronous, hybrid or hyflex courses the evaluator will be granted access to Canvas or the currently employed LMS for the purpose of evaluation. The evaluator will be granted access for up to seventy-two (72) hours.

Both people shall sign this negotiated Class Visit Report form. Additional visits may occur at the request of either the Level One Tenure Review Committee or the Contract Instructional Faculty unit member. For Contract Instructional Faculty unit members who teach primarily laboratory courses, this evaluation shall include visits in the laboratory setting.

When a Contract Instructional Faculty unit member has an offsite assignment as part of his/her Load, the respective program Faculty will implement procedures on negotiated forms to obtain information from the staff at the site regarding the Contract Instructional Faculty unit member's performance. This information will serve as only one (1) part of input into the Contract Instructional Faculty unit member's evaluation, and this information will be shared first with the Contract Instructional Faculty unit member and then with the members of the Level One Tenure Review Committee. See [Articles 10F.3g](#) and k. for evaluation of on-line class.

c. Additional Class Visits

When additional relevant information (as defined by [Article 14F.4](#)) comes to the attention of the appropriate Administrator, the Contract Instructional Faculty unit member shall be subject to unannounced observations and evaluations by the appropriate Administrator into classrooms or work areas.

d. Summary of Student Surveys

A student survey shall normally be conducted in tandem with each of the classroom visits described above. Students shall be surveyed in no fewer than three (3) classes for each of the first and second Academic Year contracts. For the first and second Academic Year contracts, at least one (1) student survey should occur in the Spring Semester. Surveys for the third, two Academic Year contract shall occur during no fewer than two (2) classes in the Fall Semester for both Contract Academic Years. The Level One Tenure Review Committee shall be responsible for the distribution and collection of the surveys. The survey form used will be a standard negotiated form. The Level One Tenure Review Committee shall compile, analyze, and write a summary of the student surveys, including an item-by-item tally of the responses. The forms will be retained by the Level One Tenure Review Committee until after the end of each semester, and will then be returned to the Contract Instructional Faculty unit member by the Level Two Tenure Review Committee. In the case of programs in which students stay with an Instructional Faculty member for more than one (1) semester, and in order to protect student anonymity, the forms may be retained by the Level One Tenure Review Committee for two (2) to four (4) semesters. [See Appendix:](#) Evaluation: Student Response to Instruction Form - Face to Face Class, Evaluation: Student Response to Instruction Form - Math Emporium, Evaluation: Student Response to Instruction Form - Online Class.

e. **Classroom Materials**

Contract Instructional Faculty unit members shall provide the Level One Tenure Review Committee with a sampling of relevant instruction materials from classes, such as syllabi, sample tests, information sheets, and grading standards. This shall be done on a timeline as set forth at the initial meeting of the Contract Instructional Faculty unit member with the Level One Tenure Review Committee.

f. **Report of In-Class Visit**

The Contract Instructional Faculty unit member shall receive a written, signed report of the in-class visit within ~~fifteen (15)~~ twenty (20) working days of the occurrence of the visit. Where the in-class visit is conducted by a Level One Tenure Review Committee member, failure to provide this report in a timely fashion shall not be deemed to be a violation of the evaluation process.

14F.3 Appropriate Administrator's Review

The appropriate Administrator will write a review of the Contract Instructional Faculty unit member's performance, based upon information such as Class Visit Reports, the Contract Instructional Faculty unit member's narrative description of the assignment (first Academic Year) or Professional Review (second, third, and fourth Academic Years), the Contract Instructional Faculty unit member's fulfillment of collegial responsibilities, Administrative Summary and Evaluation based on applicable contractual faculty standards including: fulfillment of collegial responsibilities, excellence in working with students, participate in program and subject areas improvement tasks, meet deadlines and submittal of grades and Census Reports, and meet additional specific standards for instructional faculty, and other relevant information. The appropriate Administrator will meet with the Contract Instructional Faculty unit member to deliver and discuss the appropriate Administrator's Review, to inform the Contract Instructional Faculty unit member of the opportunity to attach a response, and to secure the Contract Instructional Faculty unit member's signature acknowledging receipt of the appropriate Administrator's Review. The signed appropriate Administrator's Review and any Contract Instructional Faculty unit member's response are then forwarded to the Level One Tenure Review Committee by December 1.

14F.4 Other Relevant Information

The Level One Tenure Review Committee Shall review any other relevant information that pertains to the Faculty Standards (see [Articles 14C.1-5](#) and [14C.6](#)). Other relevant information pertinent to the evaluation process may include documents from the Personnel File (see [Article 16-1](#)). The Level One Tenure Review Committee shall not consider information about the private life, religious, political and/or organizational affiliations, or sexual preferences of the Contract Instructional Faculty unit member. No anonymous letters or material shall, in any form, be used in the evaluation process except that student ~~evaluations~~ surveys of the Contract Instructional Faculty unit member done on negotiated student ~~evaluation~~ survey forms shall be anonymous in order to protect the identity of the student. Any substantiated information which the appropriate Administrator has and which is relevant to the Faculty Standards

shall be shared with the Level One Tenure Review Committee and the Level Two Tenure Review Committee, and the new information shall require the Level One Tenure Review Committee to reconvene and meet with the Contract Instructional Faculty unit member, who shall be given an opportunity to respond in writing within a timeline agreed upon between the Faculty Association President and the Chancellor or their designee(s). The response from the Level One Tenure Review Committee and from the Contract Instructional Faculty unit member shall be submitted to the Level Two Tenure Review Committee per the timeline agreed to by the Chancellor and the President of the Faculty Association. The Level One Tenure Review Committee may revise its initial Level One Report and Recommendation.

14F.5 Meetings For Each Academic Year

a. **Initial Meeting**

The initial meeting of the Level One Tenure Review Committee and Contract Instructional Faculty unit member should occur in early October. The appropriate Administrator shall be responsible for organizing this initial meeting. At this time, the Committee will apprise the Contract Instructional Faculty unit member of the tenure review procedures, including Faculty Standards in [Articles 14C.1-5](#) and [14C.6.](#)), the Professional Review, student surveys, class visits, classroom materials, appropriate Administrator's review, other relevant information, meetings, and the Level One Tenure Review Committee Report.

b. **Interim Meetings**

Interim meetings are held as needed to apprise the Contract Instructional Faculty unit member of progress and findings. Should the Level One Tenure Review Committee detect possible performance deficiencies, the Level One Tenure Review Committee shall meet with the instructor within seven (7) working days of determining that a pattern or practice constitutes a deficiency and provide written details of the deficiency(ies) and written remedy(ies), which include a timeline for remediation. Should remedies be suggested, further interim meetings shall be scheduled to monitor progress, determine whether performance deficiencies have been remedied, and document progress. The Contract Instructional Faculty unit member shall respond in writing to each deficiency within five (5) working days after each meeting.

c. **Additional Meetings**

Additional meetings may occur during the tenure review process at the request of either the Contract Instructional Faculty unit member or the Level One Tenure Review Committee members.

d. **Final Meeting**

After collection of all data, the Level One Tenure Review Committee shall meet with and report its recommendations to the Contract Instructional Faculty unit member. This meeting should take place before the end of the Fall Semester. The Contract Instructional Faculty unit member shall be asked to sign two (2) copies of the Level One Tenure Review Committee Report verifying receipt of it and understanding of the right to attach a

response. One (1) copy shall remain with the Contract Instructional Faculty unit member, and the other shall be forwarded as described below. This Level One Report shall be a fair and accurate summary of the information to the Level One Tenure Review Committee.

14F.6 Level One Tenure Review Committee Report

The Level One Tenure Review Committee shall forward its recommendations to the appropriate College Vice President, Academic Services or College Vice President, Student Services for contract renewal, dismissal, or tenure (if appropriate). This recommendation may include a minority view. This Report should be a fair and accurate summary of the judgment made by each individual Level One Tenure Review Committee member. Included with the recommendation shall be the Level One Tenure Review Committee's specific rationale for its recommendation, including reference to each of the methods listed in this policy. The Contract Instructional Faculty unit member may attach a response to the completed report that goes to the administration. The Level One Tenure Review Committee's Level One Report should be delivered, through the Contract Instructional Faculty unit member's appropriate Administrator, to the appropriate College Vice President, Academic Services or College Vice President, Student Services by December 16.

14G. Methods For Counseling Faculty

14G.1 Professional Review

In the first Academic Year, the Contract Counseling Faculty unit member must submit a brief narrative description (one to three pages) of his/her Faculty assignment. It will include the Contract Counseling Faculty unit member's goals and objectives and an initial plan on how the counseling standards will be addressed during the evaluation period and will be submitted to the Level One Tenure Review Committee with copies to his/her appropriate Administrator. In the second, third, and fourth Academic Years Contract Counseling Faculty unit members must submit a written Professional Review to the Level One Tenure Review Committee and the appropriate Administrator by October 1 and March 1 for mid-year hires. The Professional Review (three to eight pages) shall cover the Contract Counseling Faculty unit member's previous Academic Year of employment. The Professional Review shall include information and ideas relevant, but not limited to, the standards for Faculty evaluation (as expressed above in the Faculty Standards [see [Articles 14C.1-5](#) and [14C.7](#)]). Contract Counseling Faculty unit members first hired on Contract in Spring Semester are also subject to the Professional Review Process.

14G.2 Counseling Sessions

In order to assess the professional effectiveness of the Contract Counseling Faculty unit member, the Level One Tenure Review Committee members shall insure that three (3) separate observation visits of counseling sessions occur during each contract Academic Year.

a. Timing of the Visits

Under the first Academic Year contract, these visits shall be spaced so that

no more than one (1) visit occurs in any week during the Fall Semester. Under the second Academic Year contract, these visits may occur any time from the Spring Semester of the first Academic Year through the Fall Semester of the second Academic Year. At least one (1) of the three (3) visits should take place in the Spring Semester. Under the third, two (2) Academic Year contract, these visits may occur any time from the Spring Semester of the second Academic Year (after the March 15 renewal date) through the Fall Semester of the fourth Academic Year.

b. Procedures for the Visits

A negotiated Observation/Visit Form shall be used for counseling sessions. ([See Appendix](#): Evaluation: Counseling Faculty Performance Observation Form). Visits shall be unannounced, but shall occur with the consent of the Contract Counseling Faculty unit member and the student present. The Contract Counseling Faculty unit member may request that a particular visit not occur. If there is difficulty in coordinating a visit, the Contract Counseling Faculty unit member and the Level One Tenure Review Committee member may schedule a specific visiting time. The evaluator shall meet privately with the Contract Counseling Faculty unit member to discuss the written report. Additional visits shall occur at the request of either the Level One Tenure Review Committee or the Contract Counseling Faculty unit member.

For counselors providing mental health counseling: Session visits will only take place with the expressed written permission of the student, otherwise the counselor will be evaluated on a detailed and professionally prepared case presentation.

When a Contract Counseling Faculty unit member has an offsite assignment as part of his/her Load, the respective program Faculty will implement procedures on negotiated forms to obtain information from the staff at the site regarding the Contract Counseling Faculty unit member's performance. This information will serve as only one (1) part of input into the Contract Counseling Faculty unit member's evaluation, and this information will be shared first with the Contract Counseling Faculty unit member and then with the members of the Level One Tenure Review Committee.

c. Additional Counseling Session Visits

When additional relevant information (as defined by [Article 14G.5](#)) comes to the attention of the appropriate Administrator, the Contract Counseling Faculty unit member shall be subject to unannounced observations and evaluations by the appropriate Administrator into classrooms or service areas.

d. Classroom

If the Contract Counseling Faculty unit member has an Instructional Faculty Load assignment for Load credit, the methods for evaluating Instructional Faculty will be used for that portion of the Contract Counseling Faculty workload.

e. Summary of Student Surveys

Students seeking counseling services shall be surveyed each semester for

the first and second Academic Year Contract Counseling Faculty unit member. Surveys for the third, two (2) Academic Year contract shall occur once during the Fall Semester for both contract Academic Years. The Level One Tenure Review Committee shall be responsible for coordinating the distribution and collection of the surveys with the appropriate Administrator of Student Services at both colleges responsible for Contract Counseling Faculty unit members. The form used will be a standard negotiated survey form. The Level One Tenure Review Committee shall compile, analyze and write a summary of the student surveys, including an item-by-item tally of the responses. The forms will be retained by the Level One Tenure Review Committee until after the end of each semester and will be returned to the Contract Counseling Faculty unit member.

[See Appendix](#): Evaluation: Counseling Faculty Evaluation Form - Student Survey.

f. Report of the Visit

The Contract Counseling Faculty unit member shall receive a report of the visit within ~~fifteen (15)~~ twenty (20) working days of the date of the visit. Where the visit is conducted by a Level One Tenure Review Committee member, failure to provide this report in a timely fashion shall not be deemed to be a violation of the evaluation process.

14G.3 Coordination Assignments Of Contract Counseling Faculty

Contract Counseling Faculty unit members on Special Assignments are assigned coordination responsibilities which may range from the coordination of a particular college wide, counseling related function (i.e., transfer, student follow up, orientation) to the coordination of a comprehensive program providing the full range of counseling and student support services to a target group of students. The Level One Tenure Review Committee shall review information relevant to the coordination assignment(s) that may include assessment instruments that survey service delivery effectiveness; evaluate planning and leadership in relation to established unit goals and objectives; observe interpersonal and communication skills in the team setting via observations of staff meetings; and review additional applications relevant to unit organization.

14G.4 Appropriate Administrator's Review

The appropriate Administrator will write a review of the Contract Counseling Faculty unit member's performance, based upon information such as Counseling Faculty Session Reports, the Contract Counseling Faculty unit member's narrative description of the assignment (first Academic Year) or Professional Review (second, third and fourth Academic Years), the Contract Counseling Faculty unit member's fulfillment of collegial responsibilities, Administrative Summary and Evaluation based on applicable contractual faculty standards including: fulfillment of collegial responsibilities, excellence in working with students, participate in program and subject areas improvement tasks, meet deadlines and submittal of grades and Census Reports, and meet additional specific standards for instructional faculty, and other relevant information. The appropriate Administrator will meet with the Contract Counseling Faculty

unit member to deliver and discuss the appropriate Administrator's Review, to inform the Contract Counseling Faculty unit member of the opportunity to attach a response, and to secure the Contract Counseling Faculty unit member's signature acknowledging receipt of the appropriate Administrator's Review. The signed appropriate Administrator's Review and any Contract Counseling Faculty unit member's response are then forwarded to the Level One Tenure Review Committee by December 1.

14G.5 Other Relevant Information

The Level One Tenure Review Committee shall review any other relevant information that pertains to the Faculty Standards (see [Articles 14C.1-5](#) and [14C.7](#)) and coordination assignment(s). Other relevant information pertinent to the evaluation process may include documents from the Personnel File (see [Article 16-1](#)). The Level One Tenure Review Committee shall not consider information about the private life, religious, political and/or organizational affiliations, or sexual preferences of the Contract Counseling Faculty unit member. No anonymous letters or material shall, in any form, be used in the evaluation process except that student ~~evaluations~~ surveys of the Contract Counseling Faculty unit member shall be done on negotiated student ~~evaluation~~ survey forms and shall be anonymous in order to protect the identity of the student. Any substantiated information which the appropriate Administrator has and which is relevant to the Faculty Standards shall be shared with the Level One Tenure Review Committee and Level Two Tenure Review Committee, and the new information shall require the Level One Tenure Review Committee to reconvene and meet with the Contract Counseling Faculty unit member, who shall be given an opportunity to respond in writing within a timeline agreed upon between the Faculty Association President and the Chancellor or their designee(s). The response from the Level One Tenure Review Committee and from the Contract Counseling Faculty unit member shall be submitted to the Level Two Tenure Review Committee as per the timeline agreed to by the Chancellor and the President of the Faculty Association. The Level One Tenure Review Committee may revise its initial Level One Tenure Review Report and Recommendation.

14G.6 Meetings For Each Academic Year

a. Initial Meeting

The initial meeting of the Level One Tenure Review Committee and the Contract Counseling Faculty unit member should occur in early October. The appropriate Administrator shall be responsible for organizing this initial meeting. At this time, the Level One Tenure Review Committee will apprise the Contract Counseling Faculty unit member of the Tenure Review procedures, including Faculty Standards in [Articles 14C.1-5](#) and [14C.7](#), the Professional Review, counseling sessions, classroom surveys coordination assignment(s), the appropriate Administrator's Review, other relevant information and meetings, and the Level One Committee Tenure Review Report.

b. Interim Meetings

Interim meetings are held as needed to apprise the Contract Counseling

Faculty unit member of progress and findings. Should the Level One Tenure Review Committee detect possible performance deficiencies, the Committee shall meet with the Contract Counseling Faculty unit member within seven (7) working days of determining that a pattern or practice constitutes a deficiency and provide written details of the deficiency(ies) and written remedy(ies), which include a timeline for remediation. Should remedies be suggested, further interim meetings shall be scheduled to monitor progress, determine whether performance deficiencies have been remedied, and document progress.

The Contract Counseling Faculty unit member shall respond in writing to each deficiency within five (5) working days after each meeting.

c. Additional Meetings

Additional meetings may occur during the Tenure Review process at the request of either the Contract Counseling Faculty unit member or the Level One Tenure Review Committee members.

d. Final Meeting

After collection of all data, the Level One Tenure Review Committee shall meet with and report its recommendations to the Contract Counseling Faculty unit member. This meeting should take place before the end of the Fall Semester. The Contract Counseling Faculty unit member shall be asked to sign two (2) copies of the Level One Tenure Review Report verifying receipt of it and understanding of the right to attach a response. One (1) copy shall remain with the Contract Counseling Faculty unit member, and the other shall be forwarded as described below. This Level One Tenure Review Committee Report shall be a fair and accurate summary of the information provided to the Level One Tenure Review Committee.

14G.7 Level One Tenure Review Committee Report

The Level One Tenure Review Committee shall forward its recommendations to the appropriate College Vice President, Academic Services or College Vice President, Student Services for contract renewal, dismissal, or tenure (if appropriate). This recommendation may include a minority view. This Level One Tenure Review Report should be a fair and accurate summary of the judgment made by each individual Level One Tenure Review Committee member. Included with the recommendation shall be the Level One Tenure Review Committee's specific rationale for its recommendation, including reference to each of the methods listed above. The Contract Counseling Faculty unit member may attach a response to the completed report that goes to the administration. The Level One Tenure Review Committee's final report should be delivered, through the Contract Counseling Faculty unit member's appropriate Administrator, to the appropriate College Vice President, Academic Services or College Vice President, Student Services by December 16.

14H. Methods For Library Faculty

14H.1 Professional Review

In the first Academic Year, the Contract Library Faculty unit member must

submit a brief narrative description (one to three pages) of his/her faculty assignment. In the second, third, and fourth Academic Years, the Contract Library Faculty unit member must submit a written Professional Review (three to eight pages) to the supervisor by October 1 and March 1 for mid-year hires. The Professional Review shall cover the Contract Library Faculty unit member's previous Academic Year of employment. The Professional Review shall include information and ideas relevant, but not limited to, the standards for Faculty evaluation (as expressed above in the Articles titled "FacultyStandards").

See [Articles 14C.1-5](#) and [14C.8](#). Contract Library Faculty unit members first hired on contract in Spring Semester are also subject to the Professional Review process.

14H.2 Observations

In order to assess the professional effectiveness of the Contract Library Faculty unit member, the Level One Tenure Review Committee shall make a total of three (3) observations of reference work during each contract, [typically one (1) observation by each Level One Tenure Review Committee member].

a. Timing of the Observations

Under the first Academic Year contract, visits shall be spaced so that no more than one (1) visit occurs in any week during the Fall Semester. Under the second Academic Year contract, visits may occur any time from the Spring Semester of the first Academic Year (after the March 15 renewal date) through the Fall Semester of the second Academic Year. At least one of the three (3) visits should take place in the Spring Semester. Under the third, two (2) Academic Year contract, visits may occur any time from the Spring Semester of the second Academic Year (after the March 15 renewal date) through the Fall Semester of the fourth Academic Year.

b. Procedures for the Observations

A negotiated college Class Visit Report Form shall be used and adapted as appropriate. ([See Appendix](#): Evaluation: Library Faculty Observation Form.) Observations shall be unannounced, but shall occur with the consent of the Contract Library Faculty unit member. The Contract Library Faculty unit member may request that a particular observation not occur. If there is difficulty in coordinating an observation, the Contract Library Faculty unit member and the Level One Tenure Review Committee member may schedule a specific visiting time. The evaluator shall meet privately with the Contract Library Faculty unit member to discuss the written report. Both people shall sign the negotiated Librarian Performance Observation Report form. The evaluator shall meet privately with the contract Library Faculty unit member to discuss the written report. Additional observations shall occur at the request of either the Level One Tenure Review Committee or the Contract Library Faculty unit member.

When a Contract Library Faculty unit member has an offsite assignment as part of his/her Load, the respective program Faculty will implement procedures on negotiated forms to obtain information from the staff at the site regarding the Contract Library Faculty unit member's performance. This information will serve as only one (1) part of input into the Contract

Library Faculty unit member's evaluation, and this information will be shared first with the Contract Library Faculty unit member and then with the members of the Level One Tenure Review Committee.

c. Additional Observation Visits

When additional relevant information (as defined by [Article 14H.4](#)) comes to the attention of the appropriate Administrator, the Contract Library Faculty unit member shall be subject to unannounced observations and evaluations by the appropriate Administrator in classrooms or work areas.

d. Summary of Student Surveys

A survey will be conducted each semester for the first and second Academic Year Contract Library Faculty unit member. Surveys for the third, two (2) Academic Year contract shall occur during the Fall Semester of each Academic Year. Using a standard negotiated form, the survey will include both of the following: (a) a minimum of one (1) class of students participating in a library orientation, and (b) a minimum of thirty (30) students enrolled in library skills or requesting other library services. The Level One Tenure Review Committee shall compile, analyze, and write a summary of the student surveys, including an item-by-item tally of the responses. The forms will be retained by the Level One Tenure Review Committee until after the end of each semester and will then be returned to the Contract Library Faculty unit member. The student surveys will be developed collegially by the Library Faculty from both colleges. [See Appendix](#): Evaluation: Library Faculty Orientation - Student Survey Form.

e. Report of the Visit

The Contract Library Faculty unit member shall receive a report of the observation within ~~fifteen (15)~~ twenty (20) working days after the observation is completed. Where the visit is conducted by a Level One Tenure Review Committee member, failure to provide this Tenure Review Report in a timely fashion shall not be deemed to be a violation of the evaluation process.

14H.3 Appropriate Administrator's Review

The appropriate Administrator will write a review of the Contract Library Faculty unit member's performance, based upon information such as observation reports, the Contract Library Faculty unit member's narrative description of the assignment (first Academic Year) or Professional Review (second, third, and fourth Academic Years), the Contract Library Faculty unit member's fulfillment of collegial responsibilities, Administrative Summary and Evaluation based on applicable contractual faculty standards including: fulfillment of collegial responsibilities, excellence in working with students, participate in program and subject areas improvement tasks, meet deadlines and submittal of grades and Census Reports, and meet additional specific standards for instructional faculty, and other relevant information. The appropriate Administrator will meet with the Contract Library Faculty unit member to deliver and discuss the appropriate Administrator's Review, to inform the Contract Library Faculty unit member of the opportunity to attach a response, and to secure the Contract Library Faculty unit member's signature

acknowledging receipt of the appropriate Administrator's Review. The signed appropriate Administrator's Review and any Contract Library Faculty unit member's response are then forwarded to the Level One Tenure Review Committee by December 1.

14H.4 Other Relevant Information

The Level One Tenure Review Committee shall review any other relevant information that pertains to the Faculty Standards as described above in Articles 14C.1-5 and 14C.8. Other relevant information pertinent to the evaluation process may include documents from the Personnel File (see Article 16-1). The Level One Tenure Review Committee shall not consider information about the private life, religious, political and/or organizational affiliations, or sexual preferences of the Contract Library Faculty unit member. No anonymous letters or material shall, in any form, be used in the evaluation process except that student evaluations of the Contract Library Faculty unit member shall be done on negotiated student ~~evaluation~~ survey forms and shall be anonymous in order to protect the identity of the student. Any substantiated information which the appropriate Administrator has and which is relevant to the Faculty Standards shall be shared with the Level One Tenure Review Committee and Level Two Tenure Review Committee, and the new information shall require the Level One Tenure Review Committee to reconvene and meet with the Contract Library Faculty unit member, who shall be given an opportunity to respond in writing within a timeline agreed upon between the Faculty Association President and the Chancellor or their designee(s). The response from the Level One Tenure Review Committee and from the Contract Library Faculty unit member shall be submitted to the Level Two Tenure Review Committee as per the timeline agreed to by the Chancellor and the President of the Faculty Association. The Level One Tenure Review Committee may revise its initial Level One Tenure Review Report and Recommendation.

14H.5 Meetings For Each Academic Year

a. Initial Meeting

The initial meeting of the Level One Tenure Review Committee and Contract Library Faculty unit member should occur in early October. The appropriate Administrator shall be responsible for organizing this initial meeting. At this time, the Level One Tenure Review Committee will apprise the Contract Library Faculty unit member of the Tenure Review procedures, including Faculty Standards in [Articles 14C.1-5](#) and [14C.8](#), the Professional Review, observations, surveys, the appropriate Administrator's Review, other relevant information, meetings, and the Level One Tenure Review Committee Report.

b. Interim Meetings

Interim meetings are held as needed to apprise the Contract Library Faculty unit member of progress and findings. Should the Level One Tenure Review Committee detect possible performance deficiencies, the Committee shall meet with the Contract Library Faculty unit member within seven (7) working days of determining that a pattern or practice constitutes a deficiency and provide written details of the deficiency(ies) and written

remedy(ies), which include a timeline for remediation. Should remedies be suggested, further interim meetings shall be scheduled to monitor progress, determine whether performance deficiencies have been remedied, and document progress.

The Contract Library Faculty unit member shall respond in writing to each deficiency within five (5) working days after each meeting.

c. Additional Meetings

Additional meetings may occur during the Tenure Review process at the request of either the Contract Library Faculty unit member or the Level One Tenure Review Committee members.

d. Final meeting

After collection of all data, the Level One Tenure Review Committee shall meet with and report its recommendations to the Contract Library Faculty unit member. This meeting should take place before the end of the Fall Semester. The Contract Library Faculty unit member shall be asked to sign two (2) copies of the Level One Tenure Review Committee Report verifying receipt of it and understanding of the right to attach a response. One (1) copy shall remain with the Contract Library Faculty unit member, and the other shall be forwarded as described below. This Level One Tenure Review Committee Report shall be a fair and accurate summary of the information provided to the Level One Tenure Review Committee.

14H.6 Level One Tenure Review Committee Report

The Level One Tenure Review Committee shall forward its recommendations to the appropriate College Vice President, Academic Services or College Vice President, Student Services for contract renewal, dismissal, or tenure (if appropriate). This recommendation may include a minority view. This Level One Tenure Review Committee Report should be a fair and accurate summary of the judgment made by each individual Level One Tenure Review Committee member. Included with the recommendation shall be the Committee's specific rationale for its recommendation, including reference to each of the methods listed above. The Contract Library Faculty unit member may attach any comments to the completed report that goes to the administration. The Level One Tenure Review Committee's final report should be delivered, through the Contract Library Faculty unit member's appropriate Administrator, to the appropriate College Vice President, Academic Services or College Vice President, Student Services by December 16.

14I. Methods For Faculty On Special Assignments/Coordinators

[See Appendix](#): Evaluation: Special Assignment Faculty - Client Survey Form.

14I.1 Professional Review

In the first Academic Year, the Contract Faculty unit member on Special Assignments must submit a brief narrative description (one to three pages) of his/her Faculty assignment. In the second, third, and fourth Academic Years the Contract Faculty unit member on Special Assignments must submit a written Professional Review to the Level One Tenure Review Committee and the

appropriate Administrator by October 1 and March 1 for mid-year hires. The Professional Review (three to eight pages) shall cover the Contract Faculty unit member on Special Assignments previous Academic Year of employment. The Professional Review shall include information and ideas relevant, but not limited to, the standards for Faculty evaluation (as expressed above in Faculty Standards in [Articles 14C.1-5](#) and [14C.9](#)). Contract Faculty unit members on Special Assignments first hired on Contract in Spring Semester are also subject to the Professional Review process.

141.2 Site Visits

In order to assess the professional effectiveness of the Contract Faculty unit member on Special Assignments, the Level One Tenure Review Committee members shall make three (3) site visits during each contract. (A site may be a workshop presented by the Contract Faculty unit member on Special Assignments, a meeting conducted, or other appropriate activities.)

a. Timing of the Visits

Under the first Academic Year contract, these visits shall be spaced so that no more than one (1) visit occurs in any week during the Fall Semester. Under the second Academic Year contract, these visits may occur any time from the Spring Semester of the first Academic Year contract through the Fall Semester of the second Academic Year contract. Under the third, two (2) Academic Year contract, these visits may occur any time from the Spring Semester of the second Academic Year contract (after the March 15th renewal date) through the Fall Semester of the second Academic Year of the third contract.

b. Procedures for the Visits

A negotiated Workshop Visit Report Form shall be used. Visits shall be unannounced, but shall occur with the consent of the Contract Faculty unit member on Special Assignments. The Contract Faculty unit member on Special Assignments may request that a particular visit not occur. If there is difficulty in coordinating a visit, the Contract Faculty unit member on Special Assignments and the Level One Tenure Review Committee member may schedule a specific visiting time. Additional visits shall occur at the request of either the Level One Tenure Review Committee or the Contract Faculty unit member on Special Assignments. The evaluator shall meet privately with the Contract Faculty on Special Assignments to discuss the written report.

When a Contract Faculty on Special Assignments has an offsite assignment as part of his/her Load, the respective program Faculty will implement procedures on negotiated forms to obtain information from the staff at the site regarding the Contract Faculty on Special Assignments' performance. This information will serve as only one (1) part of input into the Contract Faculty on Special Assignments' evaluation, and this information will be shared first with the Contract Faculty on Special Assignments and then with the members of the Level One Tenure Review Committee.

c. **Additional Site Visits**

When additional relevant information (as defined by [Article 14I.4](#) below) comes to the attention of the appropriate Administrator, the Contract Faculty unit member on Special Assignments shall be subject to unannounced observations and evaluations by the Division appropriate Administrator in Faculty work areas.

d. **Surveys of Appropriate Clients**

The Level One Tenure Review Committee, in consultation with the Contract Faculty unit member on Special Assignments and the supervisor, will identify the appropriate clients to be surveyed. Depending upon the nature of the specific assignment, these may include students, Faculty, Classified Professional staff, and/or Administrators. The Level One Tenure Review Committee shall be responsible for the distribution and collection of the surveys conducted on the negotiated form. The Level One Tenure Review Committee shall compile, analyze, and write a summary of the surveys, including an item-by-item tally of the responses. The forms will be retained by the Level One Tenure Review Committee until after the end of each semester, and will then be returned to the Contract Faculty unit member on Special Assignments. [See Appendix](#): Evaluation: Special Assignment Faculty - Client Survey Form.

e. **Sample Work Products**

Contract Faculty unit members on Special Assignments shall provide the Level One Tenure Review Committee with a sampling of relevant work products such as newsletters, flyers, reports, planning documents, and instructional materials developed. This shall be done on a timeline as set forth at the initial meeting of the Contract Faculty unit member on Special Assignments with the Level One Tenure Review Committee.

f. **Report of the Site Visit**

Contract Faculty unit members on Special Assignments shall receive a report of the Site Visit within ~~fifteen (15)~~ twenty (20) working days after the Site Visit occurred. Where the visit is conducted by a Level One Tenure Review Committee member, failure to provide this report in a timely manner shall not be deemed to be a violation of the evaluation process.

14I.3 Appropriate Administrator's Review

The appropriate Administrator will write a review of the Contract Faculty unit member on Special Assignments performance, based upon information such as visit reports, the Contract Faculty unit member on Special Assignment's narrative description of the assignment (first Academic Year) or Professional Review (second, third and fourth Academic Years), the Contract Faculty unit member on Special Assignment's fulfillment of collegial responsibilities, Administrative Summary and Evaluation based on applicable contractual faculty standards including: fulfillment of collegial responsibilities, excellence in working with students, participate in program and subject areas improvement tasks, meet deadlines and submittal of grades and Census Reports, and meet additional specific standards for instructional faculty, and other relevant information. The appropriate Administrator will meet with the Contract Faculty unit member on Special Assignments to deliver and discuss the

appropriate Administrator's Review, to inform the Contract Faculty unit member on Special Assignments of the opportunity to attach a response, and to secure the Contract Faculty unit member on Special Assignment's signature acknowledging receipt of the appropriate Administrator's Review. The signed appropriate Administrator's Review and any Contract Faculty unit member on Special Assignments response are then forwarded to the Level One Tenure Review Committee by December 1.

14I.4 Other Relevant Information

The Level One Tenure Review Committee shall review any other relevant information that pertains to the Faculty Standards as described above ([Articles 14C.1-5](#) and [14C.9](#)). Other relevant information pertinent to the evaluation process may include documents from the Personnel File (see [Article 16-1](#)). The Level One Tenure Review Committee shall not consider information about the private life, religious, political and/or organizational affiliations, or sexual preferences of the Contract Faculty unit member on Special Assignments. No anonymous letters or material shall, in any form, be used in the evaluation process except that student ~~evaluations~~ surveys of the Contract Faculty unit member on Special Assignments shall be done on negotiated student ~~evaluation~~ survey forms and shall be anonymous in order to protect the identity of the student. Any substantiated information which the appropriate Administrator has and which is relevant to the Faculty Standards shall be shared with the Level One Tenure Review Committee and Level Two Tenure Review Committee, and the new information shall require the Level One Committee to reconvene and meet with the Contract Faculty unit member on Special Assignments, who shall be given an opportunity to respond in writing within a timeline agreed upon between the Faculty Association President and the Chancellor or their designee(s). The response from the Level One Tenure Review Committee and from the Contract Faculty unit member on Special Assignments shall be submitted to the Level Two Tenure Review Committee. The Level One Tenure Review Committee may revise its initial Level One Tenure Review Committee Report and Recommendation.

14I.5 Meetings For Each Academic Year

a. Initial Meeting

The initial meeting of the Level One Tenure Review Committee and Contract Faculty unit member on Special Assignments should occur in early October. The appropriate Administrator shall be responsible for organizing this initial meeting. At this time, the Level One Tenure Review Committee will apprise the Contract Faculty unit member on Special Assignments of the Tenure Review procedures, including Faculty Standards in [Articles 14C.1-5](#) and [14C.9](#), the Professional Review, site visits, surveys, sample work products, the appropriate Administrator's Review, other relevant information, meetings, and the Level One Tenure Review Committee Report.

b. Interim Meetings

Interim meetings are held as needed to apprise the Contract Faculty unit member on Special Assignments of progress and findings. Should the Level

One Tenure Review Committee detect possible performance deficiencies, the Committee shall meet with the Contract Faculty unit member on Special Assignments within seven (7) working days of determining that a pattern or practice constitutes a deficiency and provide written details of the deficiency(ies) and written remedy(ies), which include a timeline for remediation. Should remedies be suggested, further interim meetings shall be scheduled to monitor progress, determine whether performance deficiencies have been remedied, and document progress.

The Contract Faculty unit member on Special Assignments shall respond in writing to each deficiency within five (5) working days after each meeting.

c. Additional Meetings

Additional meetings may occur during the Tenure Review process at the request of either the Contract Faculty unit member on Special Assignments or the Level One Tenure Review Committee members.

d. Final Meeting

After collection of all data, the Level One Tenure Review Committee shall meet with and report its recommendations to the Contract Faculty unit member on Special Assignments. This meeting should take place before the end of the Fall Semester. The Contract Faculty unit member on Special Assignments shall be asked to sign two (2) copies of the Level One Tenure Review Committee Report verifying receipt of it and understanding of the right to attach a response. One (1) copy shall remain with the Contract Faculty unit member on Special Assignments, and the other shall be forwarded as described below. This Level One Tenure Review Committee Report and Recommendations shall be a fair and accurate summary of the information to the Level One Tenure Review Committee.

14I.6 Level One Tenure Review Committee Report

The Level One Tenure Review Committee shall forward its recommendations to the appropriate College Vice President, Academic Services or College Vice President, Student Services for contract renewal, dismissal, or tenure (if appropriate). This recommendation may include a minority view. This Level One Tenure Review Committee Report should be a fair and accurate summary of the judgment made by each individual Level One Tenure Review Committee member. Included with the recommendation shall be the Level One Tenure Review Committee's specific rationale for its recommendation, including reference to each of the methods listed above. The Contract Faculty unit member on Special Assignments may attach any comments to the completed report that goes to the administration. The Level One Tenure Review Committee's final report should be delivered to the appropriate College Vice President, Academic Services or College Vice President, Student Services by December 16.

14J. Level Two Tenure Review Committee

14J.1 Membership And Selection Of Members

The Level Two Tenure Review Committee shall be composed of two (2) members:

- a. Appropriate College Vice President, Academic Services or College Vice President, Student Services or designee(s);
- b. Lead instructor, program coordinator, or related division representative who is not a member of the Level One Tenure Review Committee, appointed by mutual agreement of the Faculty in the Contract Faculty unit member's Division or in the event consensus cannot be reached, appointed by the appropriate Administrator;
- c. The appropriate College Vice President, Academic Services or College Vice President, Student Services shall be responsible for assembling the Level Two Tenure Review Committee members. The appropriate Administrator may be a member of both the Level One Tenure Review and the Level Two Tenure Review Committees. Level One Tenure Review Committee members will be available for consultation with the Level Two Tenure Review Committee as needed.

14J.2 Training

Members of the Level Two Tenure Review Committee shall receive training every two (2) years in the tenure evaluation process and in following affirmative action guidelines.

14J.3 Methods

- a. The Level Two Tenure Review Committee reviews the recommendations of the Level One Tenure Review Committee. All materials from the Level One Tenure Review Committee shall be made available to the Level Two Tenure Review Committee. The Level Two Tenure Review Committee shall request a consultation with the Level One Tenure Review Committee in cases of clarification, procedural concerns, new substantiated information that has surfaced since the Level One Tenure Review Committee Report was written, and potential differences in the recommendation. If the Level One Tenure Review Committee votes against retention, the Contract Faculty unit member will be invited to meet with the Level Two Tenure Review Committee before it makes its decision. The Level Two Tenure Review Committee may request a meeting with the Contract Faculty unit member any time. The Contract Faculty unit member shall be notified in writing of any meeting with the Level Two Tenure Review Committee.
- b. Based upon the outcome of the work done by the Level One Tenure Review Committee, meeting(s) with the Contract Faculty unit member, and any other relevant information as defined by [Articles 14F.4](#), [14G.5](#), [14H.4](#), and [14I.4](#), the Level Two Tenure Review Committee will forward a recommendation for contract renewal, for dismissal, or for tenure (if appropriate) to the College President. The Level Two Tenure Review Committee's Report should be submitted to the College President by the end of the second week of instruction of Spring Semester.
- c. If the Level One Tenure Review Committee and the Level Two Tenure Review Committee disagree on their recommendations, then the Presidential Tenure Review Committee shall be formed.

14K. Presidential Tenure Review Committee

14K.1 Membership

The Presidential Tenure Review Committee shall be composed of three (3) or four (4) members:

- a. The College President;
- b. A Faculty member of the Level One Tenure Review Committee who is from the discipline; and
- c. One or both members of the Level Two Tenure Review Committee.

Members must support the majority recommendation made by their respective Committee.

14K.2 Methods

- a. All tenure review materials from the Level One Tenure Review Committee and the Level Two Tenure Review Committee shall be made available to the Presidential Tenure Review Committee.
- b. The Presidential Tenure Review Committee, after reviewing the recommendations of the respective committees, shall submit a recommendation to the District Chancellor for contract renewal, dismissal, or tenure (if appropriate). The recommendations of the Presidential Tenure Review Committee should be submitted to the District Chancellor's office by February 15, along with the review documents. The Chancellor will forward the documents to the Office of Human Resources.

14L. Outcome

14L.1 Procedures

The preceding Tenure Review procedure shall occur over the course of the four (4) Academic Year tenure consideration period.

14L.2 Recommendations For Academic Year One And Academic Year Two

Committee recommendations during the first Academic Year contract and the second Academic Year contract shall include only recommendations for renewal, or dismissal.²

14L.3 Recommendations For Academic Years Three And Four

Committee recommendations in the second Academic Year of the third, two (2) Academic Year contract shall include only recommendations for tenure or dismissal.

²*Current Education Code (87608, 87608.5, 87609) permits the granting of tenure after the first or second Academic Years. However, the District and the Faculty Association have agreed, after consultation with the Faculty, not to utilize the early tenure option. Should guidelines and procedures for granting early tenure be developed, early tenure could be an additional option.*

14L.4 Notification

The District Chancellor, through the action of the Board of Trustees, must notify the Contract Faculty unit member of the decision for contract renewal, dismissal, or tenure by March 15, according to the provisions set forth in the Education Code.

14M. Grievance

In the event the Contract Faculty unit member believes that the Tenure Review procedure was followed incorrectly, the Contract Faculty unit member may file a grievance in accordance with the guidelines set forth in this Agreement and the Education Code Section 87610.1. Nothing in this Article shall be construed to permit either the Faculty Association or a unit member to file a grievance to challenge the substance of any evaluation. Any grievance challenging the procedure utilized for an evaluation shall only first be filed after the completion of the annual evaluation process at issue.

The District and the Faculty Association recognize that Education Code Section 87610.1 permits either a Contract Faculty unit member who is denied Regular (tenured) status or the Faculty Association to challenge the decision.

14N. Diversity, Equity, Inclusion and Accessibility (DEIA)

The District and FA will meet and confer as necessary, in the event that Title 5 guidelines are promulgated by the state, that stipulate how DEIA initiative goals should bear upon faculty standards and evaluations.

See Article 29 F

ARTICLE 15

REGULAR (TENURED) FACULTY EVALUATION

TENTATIVE AGREEMENT

15A. Purpose

The purpose of Faculty evaluation is to provide students the best quality education possible, in the context of the objectives of each Instructional, Counseling, Library and Special Assignments Service Area, pertaining to each college and the District. This is achieved through the professional growth and development of all unit members involved in the evaluation. The evaluation process is designed to assist unit members in examining their objectives, techniques, and accomplishments, and to provide a means to recognize outstanding performance, a means to identify areas in which changes might prove beneficial to students' learning, and a two-way channel of communication about program needs. Since the evaluation process facilitates communication among peers, it serves to promote the professional development of evaluation team members and Regular (Tenured) unit member evaluatees. This policy conforms to the provisions of AB 1725 and Sections 87663 and 87664 of the Education Code.

15B. Guiding Principles

15B.1 Non-Discrimination

The evaluators shall not consider information about the private life, religious, political and/or organizational affiliations, or sexual preferences of the Regular (Tenured) unit member evaluatee.

15B.2 Use Of Anonymous Materials

No anonymous letters or material shall, in any form, be used in the evaluation process except that student ~~evaluation~~ survey of Regular (Tenured) unit members done on negotiated student ~~evaluation~~ survey forms shall be anonymous in order to protect the identity of the student.

15B.3 Forms

Only those forms that have been negotiated shall be used in the evaluation process.

[See Appendix:](#)

[Evaluation: Mental Health Counseling Faculty Performance Observation Form](#)

[Evaluation: Mental Health Counseling Faculty Evaluation Form-Student Survey](#)

Evaluation: Counseling Faculty Evaluation Form - Student Survey
Evaluation: Counseling Faculty Performance Observation Form
Evaluation: Special Assignment Faculty - Client Survey Form
Evaluation: Library Faculty Observation Form
Evaluation: Library Faculty Orientation - Student Survey Form
Evaluation: Observation of Instruction Form - Online Class
Evaluation: Observation of Instruction Form: Math Emporium
Evaluation: Observation of Instruction Form - Face to Face Class
Evaluation: Student Response to Instruction Form - Face to Face Class
Evaluation: Student Response to Instruction Form – Math Emporium
Evaluation: Student Response to Instruction Form - Online Class

15B.4 Written Responses

The Regular (Tenured) unit member evaluatee has the right to respond in writing to the evaluation(s). Written responses shall become part of the Regular (Tenured) unit member's Personnel File, see [Article 16-1](#).

15B.5 Non-Retaliation

There shall be no retaliation against a Regular (Tenured) unit member who voices an opinion or files a signed written opinion.

15B.6 Retention Data

Retention data may be used to alert the evaluators that the unit member needs to develop strategies to retain students. Retention data shall not be the basis for an unsatisfactory evaluation.

15C. Faculty Standards For All Regular (Tenured) Faculty

15C.1 Forward

Faculty at Chabot College and Las Positas College have been selected with considerable care and with particular attention to their ability to give freely of their knowledge and talents to students. Each unit member is asked to assume the personal and professional obligations which inhere in a career as college Instructional, Counseling, Library, or Special Assignments Faculty. The unit members are expected to meet the Faculty Standards by demonstrating excellence: in working with students; in collegial participation; in professional and personal enrichment; and in professional responsibilities.

15C.2 Excellence In Working With Students

- a. Knowing their subject fields in depth, to keep up to date and to be alert to new materials in the literature;
- b. Challenging students and setting high expectations with full knowledge of the diversity of human qualities and learning styles;
- c. Demonstrating sensitivity in working with students, including those of

- diverse racial and ethnic backgrounds, sexual orientations, and abilities; and
- d. Creating opportunities for students to assume responsibility for their own learning.

15C.3 Collegial Participation

Collegial participation is defined as a unit member contributing to a collaborative, respectful working environment with all staff. Some areas in which collegial participation can be demonstrated include, but are not limited to, the following:

- a. Developing curriculum;
- b. Recommending organizational policies;
- c. Assessing program needs and effectiveness;
- d. Participating in appropriate collegial governance, committees, and campus life;
- e. In team taught courses or any course taught by a group of Faculty, cooperating with the majority of the Faculty team with respect to instructional delivery, student ~~evaluation~~ survey, and the use of support materials, including texts and documents; and
- f. Collaborating in curriculum development and the accreditation process.

15C.4 Professional And Personal Enrichment

- a. Participating regularly in self-initiated professional development activities such as classes, workshops, conferences, seminars or professional meetings; and/or
- b. Publishing, making conference presentations, presenting artistic exhibits, giving performances, researching, and becoming involved in community matters relevant to the academic area.

15C.5 Professional Responsibilities

Unit members are expected also to fulfill the specific requirements listed below:

- a. Attend and participate in college-wide meetings, division meetings, College/District standing committees, subdivision and/or task force meetings;
- b. Participate in orientation, commencement (see [Article 8C.3](#)), and on-campus professional development activities;
- c. Participate in program and subject area improvement tasks, such as creating and assessing Student Learning Outcomes (SLOs), Service Area Outcomes (SAOs), Course Learning Outcomes (CLOs) and Program Learning Outcomes (PLOs), revising and developing curricula, program review, articulation, and mentoring students and Part-time Faculty members;
- d. Meet deadlines and submittal of Discipline Plans (see [Articles 26E.4](#) to

[26E.7](#) for Discipline Plan definition), schedules, grades and Census Reports (see [Article 1C.1.cc.](#) for Census definition); and

- e. Where appropriate, participate in advisory committees and maintain contacts with other educational institutions, organizations, businesses or industry;
- f. Act as mentors for part-time and/or full-time faculty;
- g. Provide leadership for department in recruiting and retaining students in coordination with outreach, counseling and other college/district personnel including but not limited to developing community connections, to provide mentoring, work experience and job opportunities for students within the department as approved by the Division Dean.

Discretionary professional activities include but are not limited to holding memberships in the Faculty Senates, joint College/District/Faculty Association Committees, College/District ad hoc committees, regional, state, national or international professional organizations, and/or student clubs or activity advising. Unit members may also participate in outreach/marketing activities to other educational segments and the community.

15C.6 Additional Specific Standards For Instructional Faculty

- a. Delivering coherent lectures;
- b. Creating assignments that serve instructional goals;
- c. Creating exams and/or other evaluative assignments that test for mastery of course content;
- d. Creating course materials that serve instructional goals;
- e. Organizing course content so that it encompasses authorized course outlines;
- f. Identifying basic and essential concepts and developing pertinent materials and strategies that will assist students in understanding the core subject matter consistent with the official course outline;
- g. Preparing carefully and organizing a course of instruction which adheres to the objectives and suggested materials listed in the course outline, and which encourages student use of campus resource centers and laboratories. If Faculty within a team teaching class (see [Article 10D.2d.](#) for definition), have adopted a required text, that text must be used unless the Faculty in the affected class agree to an exception;
- h. Teaching with imagination, vigor, and clarity, attempting to provide a framework of learning which consciously places topics in a well-knit relationship one to the other;
- i. Applying new technologies in the delivery of instruction where appropriate; and
- j. Working collaboratively in the Enrollment Management Process as

described in [Article 26: Enrollment Management](#).

- k. See [Article 10F.3g and k](#) for evaluation of online instruction.

15C.7 Additional Specific Standards For Counseling Faculty

- a. Working in and supporting a collaborative Counseling Division team environment;
- b. Demonstrating a wide variety of counseling skills (listening, interviewing, trusting, encouraging, flexible, resourceful, fair) and counseling techniques while providing academic, career, and personal counseling services;
- c. Demonstrating a high degree of accuracy when providing information concerning college/university transfer, degree requirements, college/district procedures and course curriculum;
- d. Applying new technologies in the delivery of counseling services;
- e. Developing and implementing new/revised projects, programs, and activities in accordance with the Counseling Divisions' Adopted Goals and Objectives;
- f. Developing liaisons between the Counseling Division and Instructional Divisions, serving on committees, and achieving familiarity with College and District goals and policies;
- g. When applicable to a particular coordination assignment, demonstrating leadership and advocacy in collaboration with other staff in a particular unit;
- h. When applicable to a particular coordination assignment, demonstrating planning and vision in delivering counseling and student support services; and
- i. Working collaboratively in the Enrollment Management Process as described in [Article 26: Enrollment Management](#).
- j. Professional Responsibilities for Counselors providing mental health counseling only: Demonstrating professional and accurate therapeutic skills when providing mental health counseling, including maintaining professional standards prescribed by the Board of Behavioral Sciences.

15C.8 Additional Specific Standards For Library Faculty

- a. Working in and supporting a collaborative team environment;
- b. Developing and implementing new/revised projects, programs and plans in accordance with the Adopted Goals and Objectives of the Learning Resources Program;
- c. Promoting student and staff access to use of the Library through comprehensive reference service and bibliographic instruction;
- d. Contributing to building, organizing, and maintaining Library collections,

- including implementing electronic access to information;
- e. Teaching students in class orientations, individually, and through Library Skills courses;
- f. Developing liaisons between the Library Faculty and Instructional Faculty, serving on committees and achieving familiarity with College and District Goals and Policies;
- g. Applying new technologies in the delivery of Library services; and
- h. Working collaboratively in the Enrollment Management Process as described in [Article 26: Enrollment Management](#).

15C.9 Additional Specific Standards For Faculty On Special Assignments/Coordinator Assignment(s)

In consultation with the Regular (Tenured) unit member evaluatee and the supervisor, the Peer Review Committee will develop Faculty Standards appropriate to each unit member on Special Assignments/Coordinator Assignment(s) as his/her Primary Duty. The Faculty Standards shall be clearly related to the Special Assignments/Coordinator Assignment(s) and comparable in their level of specificity to the Faculty Standards described above for the other categories of Faculty. The Faculty Standards shall be approved in writing by the appropriate Vice President, within three weeks of the first day of service. Where appropriate, working collaboratively in the Enrollment Management Process as described in [Article 26: Enrollment Management](#) is an expectation.

15C.10 Specific Standards for DE Instruction (Article 19E)

See Article 19E

15C.11 Evaluation of Faculty Teaching Distance Education Courses and Performing Other Online Services

See Article 19F

15D. Frequency And Timeline

There are two (2) different types of evaluation: regular scheduled and nonscheduled. Each type must follow the Faculty Standards and timelines articulated in this Article.

All Regular (Tenured) unit members will undergo a regular scheduled evaluation once every three (3) Academic Years. The three-year period is measured from when the process should have last begun (i.e., if an evaluation should have started Fall 2010, the next must be started and completed in Fall 2013).

This regular scheduled evaluation cannot be deferred except by a negotiated agreement between the District and the Faculty Association.

A nonscheduled evaluation will only occur under the conditions stated in Article 15.D.2 below. The process for a nonscheduled evaluation is the same as for a regular scheduled

evaluation except for the special expectations articulated in Articles 15D.2 and 15D.3a. below.

15D.1 Regular Scheduled Evaluation

Evaluation for an individual unit member shall occur once every three (3) Academic Years. See Article 15D above.

15D.2 Non-Scheduled Evaluations

If the College Vice President, Academic Services or College Vice President, Student Services becomes aware of Faculty performance issues which appear to indicate a need for improvement, the appropriate College Vice President will consult with the unit members' most recent Peer Review Committee, and the Committee will consider and may recommend options for a follow-up nonscheduled evaluation. If one or more of the Peer Review Committee members is unavailable (i.e., on Leave of Absence, or no longer in active service in the District), the Vice President will consult with those members who are currently available. It is understood that this nonscheduled evaluation will take place out of sequence from the three (3) Academic Year evaluation cycle described in Article 15D.1 above.

When possible, a meeting with the unit member and the Peer Review Committee will take place prior to any recommendation for a nonscheduled evaluation. If a nonscheduled evaluation is ultimately elected, it will be conducted by a special Peer Review Committee established for this purpose in accordance with [Article 15F.1b](#).

15D.3 Timelines For Regular Scheduled And Nonscheduled Evaluations

As stated above in Article 15D.1, the entire evaluation shall take place within a single semester, with the documents to the appropriate Vice President by the end of the semester. The following timeline shall be observed during the semester in which the review takes place:

- a. For nonscheduled application only: Identification of, and notice to, a unit member evaluatee and his/her most recent Peer Review Committee within thirty (30) days of the date upon which the appropriate Vice President became aware of issues nominally indicating a need for improvement (applies to nonscheduled evaluation only);
- b. Submission by the Peer Review Committee of the Peer Review Report to the unit member evaluatee, in a private confidential meeting, by the end of the semester; and
- c. A copy of the Peer Review Committee's Report and all supporting documents, with the unit member evaluatee's response, shall be routed to the appropriate Administrator, appropriate College Vice President and the College President, and then forwarded to the unit member evaluatee's District Personnel File, see [Article 16-1](#).
- d. Per Article 15F.1 Peer Review Committee Composition

(1) Regular Evaluation:

The Peer Review Committee shall consist of two (2) Regular (Tenured) Faculty members, one (1) of whom shall be from the unit member evaluatee's Division.

If one member of the Peer Review Committee does not complete his or her duties during the assigned semester, then the outstanding evaluation shall be completed during the following semester without a need to repeat any portion of the process that was already performed. It is understood that this follow-up evaluation may be performed by a new Peer Review Committee member, with his/her name drawn in a manner consistent with Article 15F.

15E. Evaluation Components And Procedures

Training sessions to prepare Faculty to perform evaluations shall be conducted on an annual Academic Year basis as part of Faculty Association activities. Each appropriate Administrator shall be required, by the end of the third week of the Academic Year, to submit a schedule for conducting Regular (Tenured) Faculty evaluations to the appropriate Vice President. Evaluators are required to attend training every two (2) years.

The training shall be conducted by the Faculty Association at each college and shall consist of the following:

- a. Adherence to the stated timelines in this Article;
- b. Providing guidelines for the use of the negotiated evaluation forms.

The Regular (Tenured) evaluation process is Faculty driven and detailed below.

15E.1 Professional Review Report

The Professional Review Report is prepared by the Regular (Tenured) Faculty member being reviewed and submitted to the Peer Review Committee by October 1 for fall evaluations and March 1st for spring evaluations. The Professional Review shall cover the unit member's activities since the last evaluation [three (3) to eight (8) pages]: an assessment of performance in relation to each of the Faculty Standards in [Article 15C](#):

- a. Excellence in Working with Students;
- b. Collegial Participation;
- c. Professional and Personal Enrichment;
- d. Professional Responsibilities;
- e. Additional Specific Standards, if applicable; and
- f. Discussion of achievements as well as problems or issues.

15E.2 Supporting Materials Attached to the Professional Review Report

All supporting materials, as defined in Sections a, b, and c below, shall pertain

to the timeframe since the last scheduled evaluation.

- a. Course Syllabi used by the Instructional Faculty unit member in two (2) or more courses.

For Counseling Faculty and Library Faculty, any materials developed by the Counseling or Library Faculty, and distributed to students may be included.

For Faculty on Special Assignments, similar supplementary documentation will be expected.

- b. Negotiated student ~~evaluation~~ survey forms from at least two (2) different sections or Counseling, Library or Special Assignments Faculty observations. [See Appendix](#): Evaluation: Counseling Faculty Evaluation Form - Student Survey, Evaluation: Library Faculty Orientation - Student Survey Form, Evaluation: Student Response to Instruction Form - Face to Face Class, Evaluation: Student Response to Instruction Form - Math Emporium, Evaluation: Student Response to Instruction Form - Online Class.
- c. Additional supporting materials may include work site visitations, completed final exams or class projects; retention data; standardized test results; samples of handouts; or other relevant materials.
- d. The supporting materials will be returned to the Regular (Tenured) unit member evaluatee upon completion of the report of the Peer Review Committee and review by the appropriate Vice President.
- e. See [Article 10F.3g and k](#) for evaluation of online instruction.

15F. Peer Review Committee Composition And Role

15F.1 Peer Review Committee Composition

a. Regular Evaluation

The Peer Review Committee shall consist of two (2) Regular (Tenured) Faculty members, one (1) of whom shall be from the unit member evaluatee's Division.

The unit member's evaluatee's Division based Committee member shall be selected from within the unit member evaluatee's Division by a blind Division based lottery ~~at the first Division meeting of the~~ to be conducted in private between the division dean and division administrative assistant by the end of the first full week of classes of the semester in which the evaluation is to occur. The unit member being evaluated shall have the opportunity to be present at the lottery. Once a unit member's name has been drawn for service on a Regular (Tenured) Faculty Evaluation Peer Review Committee, that unit member's name shall be set aside and removed from the lottery pool so as to ensure that one unit member will not be drawn more than once unless there are not a sufficient number of unit members within the Division to serve on Regular (Tenured) Faculty Peer Review Committees.

Once the first Peer Review Committee member is determined, the second Committee member shall be selected by lottery from the unit member's discipline or related discipline. Alternatively, if requested by the unit member evaluatee and approved by the appropriate Administrator, the second Peer Review Committee member may be selected by a second draw from the Division, or by lottery from a specified discipline or disciplines either within or without the Division.

The unit member evaluatee may challenge either Peer Review Committee appointment by requesting a replacement. Only one challenge is permitted. If the unit member evaluatee so challenges this aspect of the Committee composition, the challenged Committee member shall be replaced from the same group and in the same manner as the removed Committee member.

b. Nonscheduled Evaluation

A three (3) member Peer Review Committee shall be created. The first member shall be a Regular (Tenured) Faculty member selected from within the unit member evaluatee's Division by a blind Division based lottery in the same manner as described in [Article 15F.1a](#) above. The second member shall be selected by the unit member who is being evaluated. This member must be another Regular (Tenured) Faculty member or Administrator from another Division. The third member shall be a Regular (Tenured) Faculty member selected by mutual agreement of the appropriate Administrator and the unit member who is being evaluated.

15F.2 Peer Review Committee Responsibilities

a. Class Visits or Appropriate Observations

Each Peer Review Committee member shall conduct a class or appropriate observation visit. The visit shall be announced in advance to the unit member evaluatee, and the unit member evaluatee shall have the right to request the visit be rescheduled. The visit shall be summarized by the Committee member evaluator on a negotiated Class Visit or appropriate Observation Form. The Peer Review Committee Report shall be a fair and accurate summary report of the facts reported on the Class Visit or appropriate Observation Form and shall be a fair and accurate summary of the judgment of the Peer Review Committee members.

For counselors providing mental health counseling: Session visits will only take place with the expressed written permission of the student, otherwise the counselor will be evaluated on a detailed and professionally prepared case presentation.

See Appendix: Evaluation: Counseling Faculty Performance Observation Form, Evaluation: Library Faculty Observation Form, Evaluation: Special Assignment Faculty - Client Survey Form, Evaluation: Observation of Instruction Form - Face to Face Class, Evaluation: Observation of Instruction Form - Math Emporium, Evaluation: Observation of Instruction Form - Online Class.

For unit members utilizing Canvas or the currently employed LMS in a face-to-face course, the evaluator will be granted access to the course for the purpose of evaluation. In addition, for unit members teaching asynchronous, synchronous, hybrid or hyflex courses the evaluator will be granted access to Canvas or the currently employed LMS for the purpose of evaluation. The evaluator will be granted access for up to seventy-two (72) hours.

The Peer Review Report shall be provided to the unit member evaluatee within twenty (20) working days from the completion of the class visit or appropriate observation.

- (1) If there is a difference of opinion between the two (2) Peer Review Committee members as to performance after the completion of the class or observation visit under Article 15F.2a. above, then the two (2) Peer Review Committee members shall make another visit together which shall be announced in advance and shall complete a negotiated Class Visit or Observation Form together to report on this visit. The Peer Review Committee Report shall be a fair and accurate report of the facts reported on the Class Visit or Observation Form and shall be a fair and accurate summary of the judgment of the Peer Review Committee members. The Peer Review Committee Report shall be provided to the unit member evaluatee within twenty (20) working days from the completion of the class visit or appropriate observation.
- (2) If there are performance deficiencies remaining after the completion of the class or appropriate observation visit in Article 15F.2a.1. above, then an Administrator may make another class visit or appropriate observation which shall be announced in advance and shall then complete a negotiated Class Visit or Observation Form to report on this visit. The Administrator's Report shall be a fair and accurate report of the facts reported on the Class Visit or Observation Form and shall be a fair and accurate summary of the judgment of the Administrator.

*See Appendix: Evaluation: Counseling Faculty Performance Observation Form, Evaluation: Library Faculty Observation Form, Evaluation: Special Assignment Faculty - Client Survey Form, Evaluation: Observation of Instruction Form - Face to Face Class, Evaluation: Observation of Instruction Form - Math Emporium, Evaluation: Observation of Instruction Form - Online Class. The Class Visit or Observation Visit Report shall be provided to the unit member evaluatee within twenty (20) working days from the completion of the class visit or appropriate observation.

b. Summary of Student Surveys

Students shall be surveyed in no fewer than two (2) classes or observational site visits. The Peer Review Committee shall be responsible for the distribution and collection of the surveys. The survey form used shall be a standard negotiated form. *See Appendix: Evaluation: Counseling Faculty

Evaluation Form - Student Survey, Evaluation: Library Faculty Orientation - Student Survey Form, Evaluation: Student Response to Instruction Form - Face to Face Class, Evaluation: Student Response to Instruction Form - Math Emporium, Evaluation: Student Response to Instruction Form - Online Class.) The Peer Review Committee shall compile and analyze, and write a summary of the student surveys, including an item-by-item tally of the responses.

c. Examine and Discuss the Professional Review

The Professional Review Report ([Articles 15E.1](#) and [15E.2](#)) shall be submitted to the Peer Review Committee which shall meet with the unit member evaluatee to discuss the unit member evaluatee's Professional Review. The discussion will assist the unit member evaluatee in the following ways:

- (1) examining the objectives, techniques, and accomplishments in relation to the Faculty Standards in [Article 15C](#);
- (2) recognizing outstanding performance;
- (3) identifying areas, if any, which are unsatisfactory and/or appear to be in need of improvement; and
- (4) facilitating communication about program needs.

d. Additional Supporting Materials

The Peer Review Committee may request additional supporting materials from among those listed above.

e. Peer Review Committee Summary

Based on the Class Visit or appropriate Observation Reports, Student Surveys, and a review of the Professional Review Report, there will be a Summary Report prepared by all evaluators within twenty (20) working days from the completion of the class visit or appropriate observation. This Summary Report shall be a fair and accurate summary of the information provided to the Peer Review Committee. This Summary Report shall also be a fair and accurate summary of the judgment made by each individual Peer Review Committee member. If appropriate, the Summary Report should indicate any unsatisfactory performance and/or any area which needs improvement. The unit member evaluatee may attach any comments to the Peer Review Summary Report that goes to the supervisor within ten (10) working days of the completion of the Peer Review Summary Report.

15G. Appropriate Administrator's Review And Responsibilities

All materials from the Peer Review Committee shall be forwarded to the appropriate Administrator. The appropriate Administrator shall do the following:

15G.1 Review Of Documents

Review the documents exclusive to the evaluation process herein. Outside documents shall not be included.

15G.2 Write An Administrator's Review

Write an Administrator's Review that incorporates the Administrative Summary and Evaluation based on applicable contractual Faculty standards including: fulfillment of collegial responsibilities, excellence in working with students, participate in program and subject areas improvement tasks, meet deadlines and submittal of grades and Census Reports, and additional specific standards for instructional faculty.

15G.3 Assist The Regular (Tenured) Faculty Evaluatee

Assist the Regular (Tenured) Faculty evaluatee in examining his/her objectives, techniques, and accomplishments and recognize outstanding performance.

15G.4 Provide Resources

Assist in providing resources in areas in which unit member changes might prove beneficial to students' learning.

15G.5 Review Program Needs

The appropriate Administrator's Review shall be a fair and accurate summary of the information provided to the appropriate Administrator. The appropriate Administrator's Review shall also be a fair and accurate summary of the judgment of the appropriate Administrator.

The appropriate Administrator's Review is given to the unit member evaluatee, who may attach a response. All documents are then forwarded to the appropriate College Vice President.

15H. Vice President's Review

The appropriate College Vice President will review the documents. (If the appropriate Administrator is the Vice President, then [Articles 15G](#) and 15H are combined.) A meeting between the appropriate College Vice President, the unit member evaluatee, and appropriate parties may be requested by either party or by the Peer Review Committee. The appropriate College Vice President will forward the documents through the President to the Office of Human Resources.

15I. Timeline And Limitations

It is expected that the evaluation process will be completed in one (1) semester. See [Article 15D](#) above. The Professional Review, Peer Review Committee Report, appropriate Administrator's Review Report, and other materials prepared as part of this process shall only be used for the purposes set out in this Article.

15J. Grievance

In the event the unit member evaluatee believes that the procedures herein have not been followed, the unit member evaluatee may file a grievance. Nothing in this Article shall be construed to permit either the Faculty Association or a unit member to file a grievance to challenge the substance of any evaluation. Any grievance challenging the procedure utilized for an evaluation shall only first be filed after the completion of the evaluation

process at issue.

15K. Role Of The Faculty Association

The Faculty Association shall be allowed to monitor the process at any time at the request of the unit member evaluatee. This Faculty Association involvement shall be for the purpose of monitoring the due process aspects of the evaluation process.

15L. Diversity, Equity, Inclusion and Accessibility (DEIA)

The District and FA will meet and confer as necessary, in the event that Title 5 guidelines are promulgated by the state, that stipulate how DEIA initiative goals should bear upon faculty standards and evaluations.

See Article 29 F

ARTICLE 18

PART-TIME FACULTY

TENTATIVE AGREEMENT

18A. Notification Of Contract And Temporary Leave Replacement (TLR) Faculty Vacancies

18A.1 Vacancy Postings

The District shall notify all Part-time Faculty sixty (60) days before the beginning of each semester, Inter-session and Summer Session of all Contract or Temporary Leave Replacement (TLR) unit member vacancies.

If a vacancy becomes available less than sixty (60) days before the beginning of a Semester, Inter-session or Summer Session, then this notification shall occur as soon as the vacancy is known to the District.

Vacancies are positions not filled by permanent unit members as part of their regular assignment or as part of an overload assignment. Notification shall be made by hard copy through Faculty mailboxes and on designated bulletin boards and by electronic mail. It is understood that weekly electronic distributions from the Office of Human Resources shall continue.

Part-time Faculty shall inform the Office of Human Resources of their intent to apply for Contract and Temporary Leave Replacement (TLR) vacancies by submitting a District Faculty Application within a published deadline.

18B. Employment Rights

The parties recognize the provision of Education Code 87665 which states, “The Governing Board may terminate the employment of a Temporary Part-time employee at its discretion at the end of a day or week, whichever is appropriate.”

18B.1 Part-Time Faculty Seniority

a. College

The Office of Human Resources shall be responsible for verifying and maintaining a separate Seniority List for each college-specific Discipline. Disciplines shall be defined according to the Discipline List as adopted by the State Board of Governors of California Community Colleges and college-specific disciplines as negotiated. The latest version of the Disciplines List shall be on file in the Office of Academic Services and the Office of Student Services. A Part-time unit member may accumulate separate Seniority ~~credit~~ placement(s) in more than one (1) Discipline, by establishing service in one or more additional Disciplines. When a Part-time unit member seeks an assignment in a new Discipline for which they are qualified, the hiring or onboarding practices of the indicated department shall apply.

(1) The Faculty Association Right to Review the Seniority List

The Faculty Association retains the right to review the Seniority List and the process for determination of placement on the List at will. Within two (2) work weeks of requesting said review by the Faculty Association, the District shall make all the relevant documents available.

(2) Date Seniority List Posted Publicly

A draft Seniority List for the following Academic Year will be posted on or before October 15. The District will notify all Part-time unit members and the Faculty Association by email when the college-specific discipline Seniority list(s) will be made available for review in appropriate Administrators' offices. This notification shall remind unit members of their right to contest their placement. Part-time unit members shall have two (2) work weeks from the posting to contest their placement on the List in writing to their appropriate Administrator, who shall work with Human Resources to ensure due diligence. The final Seniority List shall be stamped with the date and posted on or before November 10.

(3) Signature of Appropriate Administrator

The appropriate Administrator shall sign the Seniority List for his/her division at the time of its posting in the division.

b. Determination of the Date of Initial Service

For Part-time unit members hired in Fall Semester, 2006 or later, Seniority shall be based on his/her date of initial Term of service in the college-specific discipline. Seniority shall not be attributed on a rotational basis. Initial and/or continued placement on the Seniority List is dependent on the unit member's receiving "Satisfactory" evaluations. Further, all other employment rights criteria in this [Article 18B](#) shall be met for placement on the Seniority List.

New Part-time unit members will be given a provisional lottery number by Human Resources in cooperation with the Faculty Association for the first five (5) semesters of employment (Fall and Spring or Spring and Fall depending on date of hire). After five (5) semesters, if a "Satisfactory" evaluation has been received or no evaluation has occurred, the new Part-time unit member will be moved to the appropriate college-specific discipline Seniority List(s).

The first day of the Term in which a unit member begins work in a college-specific discipline shall normally be the unit member's date of hire for Seniority purposes (or Seniority Date) in that discipline. In the event that the unit member was hired after the beginning of the semester (e.g., to teach a late-start class), the Seniority Date shall be the Monday of the week in which the assignment formally begins. If two or more unit members in the same discipline have the same initial date of service, then their respective placement shall be determined by lottery. The lottery draw will occur no later than September 15th for Fall Semester, February 15th for Spring Semester, and the second week of the Summer Session or Inter-Session. Any Part-time unit

member hired after the lottery draw for the specific Term will be given the next available lottery number.

(1) **Break In Service**

A break in service at the unit member's assigned college of ~~three (3)~~ consecutive semesters (not including Summer Sessions or Inter-sessions) in a college-specific discipline shall result in the unit member's name being removed from that college's discipline Seniority List, except in cases of extenuating circumstances described in Subsection two (2) below. After said break, the unit member shall have to establish a new date of ~~initial Term of service~~ hire upon rehire in that discipline at that college, as follows:

- a. The first day of the Term in which the unit member returns to paid service in the discipline shall be the unit member's new ~~initial~~ date of ~~service~~ hire in that discipline for Seniority purposes.
- b. The returning unit member shall be considered senior to other new faculty whose initial service in the discipline is the same date of hire established per paragraph (a) above, and shall not be subject to the lottery described above.

Notwithstanding the above, unit members shall retain their seniority ranking in a college-specific discipline during periods in which they have a paid Summer Session service each Fiscal Year.

(2) **Extenuating Circumstances—Not Considered A Break In Service for the Purpose of Seniority**

An absence of service shall not be considered a break in service, or otherwise count towards a break in service described in [Article 18B.1b.1](#) above, if the Part-time unit member is not given an assignment due to a Reduction in Force, bumping by a Full-time unit member, class cancellation due to low enrollment, active military service as defined in [Article 11H.](#), or if the unit member is unable to accept an assignment for extreme personal reasons as determined and mutually agreed upon by the District and the Faculty Association, or in order to accept a Temporary Leave Replacement (TLR) Full-time Instructional, Counseling, Library or Special Assignments Faculty position at another institution of higher education, or some other temporary academic appointment (e.g., a Fulbright scholarship). With extenuating circumstances, an absence in service that exceeds three (3) full ~~C~~alendar ~~Y~~years shall result in the unit member's name being removed from the affected college-specific discipline Seniority List.

(3) **Retirement from CalSTRS or CalPERS or Social Security**

The process of retiring from CalSTRS, CalPERS or Social Security shall not impact a Part-time unit member's position(s) on the Part-time Seniority Lists. Notwithstanding, the provisions around Break-In-Service, specified in paragraph (1) above, shall apply.

(4) **~~(3)~~ Previous Full-time Not Emeritus Retired Status**

Effective January 1, 2020, in the event that a Full-time unit member resigns without retiring from CalSTRS, CalPERS or Social Security, and is subsequently rehired as a Part-time Faculty member, for Seniority purposes he/she shall be treated as a new hire. The new date of initial Term of service shall be the first day of the Term when the unit member returns to service as Part-time Faculty, pursuant to Article 18B.1b.

(5) **(4) Resignation**

If a Part-time unit member formally resigns from his/her position, he/she will then be removed from the applicable Seniority Lists. After said resignation, the unit member shall have to establish a new date of initial Term of service upon rehire in that discipline at that college. ~~The first day of the Term in which the unit member returns to paid service in the discipline shall be the unit member's new initial date of service in that discipline for Seniority purposes.~~ If the unit member is later rehired by the college, the resignation shall be treated as a Break In Service,

c. **Part-Time Unit Members Hired Prior to Fall, 2006**

For Part-time unit members hired prior to Fall Semester, 2006, the date of initial service in the college-specific discipline(s) shall be as previously determined. Notwithstanding, the provisions concerning Break-in Service and Resignation, shown above, shall pertain. (Procedures for determining the date of initial Term of Service can be found in the 2015-18 Collective Bargaining Agreement.)

d. **Distribution of Assignments**

Assignments to Part-time Faculty will be based first on program needs. District Program needs shall have priority over the Part-time Seniority List(s). See Article 18B.2 below. Part-time unit members who are on more than one Seniority List should be offered assignments in each discipline/area in which they have seniority according to availability of assignments. Deans are encouraged to coordinate their assignments for such a faculty member. Notwithstanding, a part-time unit member who is on more than one Seniority List is not guaranteed assignments per the above suggestion.

e. **Order of Assignments**

The order of assignments for the Academic Year and Summer/Inter-session shall be according to the following priority:

- (1) To all Contract, Regular, and Temporary Leave Replacement (TLR) Faculty for Load;
- (2) To Contract and Regular Faculty for overload for extra pay and Summer/Inter-session, in accordance with the Load limits defined in [Article 10D.11](#) (see Articles also [10D.10](#) and [17E](#)). Minimum qualifications shall be used to determine overload, Summer Session and Inter-session assignment eligibility.

This provision applies to Regular Faculty on Workload Banked Leave

of Absence, see [Article 12-2A.8](#).

See Articles [10D.11b](#) and [12-1A.3h](#). for exception if Regular Faculty is on a Sabbatical Leave of Absence;

- (3) To retirees with Emeritus Status (see [Board of Trustees Policy 7800](#) for Emeritus Status) at the District's discretion. Retirees will not be placed on the Part-time Seniority List, and they shall be subject to the evaluation process outlined in this [Article 18I.1](#). Emeritus Faculty are encouraged to fill out an Assignment Preference and Availability form on a yearly basis;
- (4) To existing or newly hired Part-time Faculty in order to fulfill one (1) or more program need(s) according to [Article 18B](#). (includes non-Emeritus Faculty who resigned—see [Article 18B.1.b2](#). above.);
- (5) To Temporary Leave Replacement (TLR) Full-time Faculty for overload.

It is understood that prior to making offers to Part-time unit members, Summer Session and Inter-session assignments shall be offered to Contract and Regular unit members. **(Previously 18M)**

f. Assignment Preference and Availability Form

Part-time unit members shall complete an Assignment Preference and Availability Form each year for the subsequent Academic Year. The Assignment Preference and Availability Form shall be emailed via campus email no later than the first week in December by their appropriate Administrator's Office. In the event that the Part-time Faculty member is hired after the first week in December, he/she shall be given the opportunity to submit an Assignment Preference and Availability Form within two (2) weeks of hire pursuant to this Article. The Assignment Preference and Availability Form shall request Part-time unit members to indicate their interest and availability for a(n) assignment(s) each Semester or Inter-session or Summer Session consistent with [Article 18C.3](#). The Assignment Preference and Availability Form shall be provided in the form of a fillable PDF document, either from the Office of the Dean for their respective Division, or by the Part-time unit member acquiring the document on their own. The Part-time unit member shall return the form to his/her appropriate Administrator's Office, via campus email, no later than the first Friday after the start of Spring Semester, to be considered for assignments for the immediately following Summer Sessions and Academic Year. In the event a Part-time unit member does not submit a preference form by the established deadline, that Part-time unit member risks losing his/her seniority preference when classes are assigned. [See Appendix](#): Assignment Preference and Availability Form: Part-time Faculty.

The appropriate Administrator shall keep the returned Assignment Preference and Availability Form for one (1) Academic Year and shall produce it within five (5) days if requested by the Part-time unit member or the Faculty Association. The unit member may update the Assignment Preference and Availability Form every Academic Term, including Summer Session, in advance of the distribution of assignments so as to keep the

Assignment Preference and Availability Form current as to the unit member's availability.

g. Part-time Unit Member Assignment Guidelines

After Full-time Faculty receive overload assignments according to [Articles 10D.b, 10D.10, and 17A.](#), and Emeritus Faculty receive assignments at District discretion, according to 18B.1.e above, the appropriate Administrator may reserve up to twenty percent (20%) of the total Full-time Equivalent Faculty (FTEF) allocated to the discipline to assign at his/her discretion, see [Article 18B.1d.](#) above.

For any term (including Summer and Inter-session), Part-time unit members shall be offered an assignment of maximum Load requested, up to sixty-seven percent (67%) [10.05 Calculated A Hours (CAHs) or equivalent], that is workable within the constraints of the available college-specific discipline assignments, in order of Seniority, and per availability as provided on the Assignment Preference Form, before the next senior Part-time unit member receives his/her assignment. Offers of assignment will be made via campus email. The process shall continue until all Part-time assignments have been distributed. The unit member has the right to decline any or part of the offered assignment without penalty.

- (1) Part-time unit members have forty-eight (48) hours to accept the assignment. At the time assignments are made, the most current Seniority List will apply. Administrators will make a reasonable attempt to not offer assignments during weekends and holidays.
- (2) If a course of instruction, Counseling Faculty hours, Library Faculty hours, or other assignments become available after the procedure for making assignments has begun, these shall be assigned to unit members, taking into account program needs, in the exact manner and order described in [Article 18B.1e.](#) above. When assignments are made from the Seniority List in this circumstance, the offering of the assignments will start with the most senior Part-time Faculty who has less than a sixty-seven percent (67%) Load already assigned that is workable within the constraints of the available college-specific discipline assignments. No unit members, Contract, Regular, Temporary Leave Replacement (TLR) or Part-time, are allowed to change or modify their original assignment when taking new assignments under this circumstance. At the time assignments are made, the most current Seniority List will apply.
- (3) Part-time unit members offered an assignment within thirty (30) days of the start of the assignment shall have twenty-four (24) hours to respond. If no response has been received within twenty-four (24) hours, the appropriate Administrator shall follow the order of Seniority in offering the assignment consistent with [Article 18B.1e.](#) above.
- (4) Guidelines Specific to Part-time Counseling Faculty:

Effective Fall Spring Semester 2023~~2~~, for every block of five (5) weekly Counseling hours scheduled for direct student contact, Part-time Counseling Faculty shall be scheduled for an additional half (0.5)

hour for the purpose of proactive follow-up with students via telephone and electronic mail. This provision shall also apply to Full-time Counseling Faculty performing Counseling Faculty “D” Hour work for overload.

For any Term, block scheduling assignments shall occur as described below, unless the College Counseling Department elects to follow an alternative process through mutual agreement of Management and Counseling Faculty. The initial assignments shall allow for Counseling Faculty to be assigned hours in blocks of up to five (5) weekly Counseling Faculty D Hours (“D” Hour) each, to which the half (0.5) hour for scheduled follow-up, mentioned above, shall be added, up to a maximum of up to fifteen (15) weekly Counseling “D” Hours per person three such blocks per person. The load limit under this section shall be sixteen and a half (16.5) weekly Counseling “D” Hours per unit member, including the scheduled one and a half (1.5 hours) for follow up with students. The assignments will be offered in blocks and must be accepted as such. If available hours are insufficient to provide ~~fifteen~~ sixteen and a half (16.5) Counseling “D” Hours for each Counseling Faculty person as described herein, then new hours shall be assigned where the original assignments left off to the first person who initially received an assignment of less than an aggregate of ~~fifteen (15)~~ sixteen and a half (16.5) Counseling “D” Hours. Those following on the Seniority List shall be allowed to achieve up to ~~fifteen (15)~~ sixteen and a half (16.5) weekly Counseling “D” Hours, for the Term, which includes the scheduled one and a half (1.5) hours for follow-up with students, before giving any more hours to Counseling Faculty at the top of the List. Each block of five and a half (5.5) weekly hours, including a scheduled half hour for student follow up, over the course of a full Fall or Spring semester, shall be assigned a Calculated A Hour (CAH) value based on the hours associated with the block for the Term assignment deemed equivalent to a twenty percent (20%) load assignment of three (3) CAH.

Once all the Counseling Faculty at the college have received an aggregate assignment of ~~fifteen (15)~~ sixteen and a half (16.5) weekly Counseling “D” Hours for the Term, including an scheduled hour and a half for follow up with students, additional hours shall be assigned as follows:

- (a) For Fall and Spring Terms, the blocks of time available for assignment shall be identified. Unless required otherwise by program need, newly acquired hours shall be distributed in blocks of one (1) whole Counseling “D” Hour at a time per the Seniority List. ~~so as to allow each Counseling Faculty person on the List to receive an additional hour instead of giving them all to the first person(s) on the List.~~ It is understood that additional hours will only be assigned up to a maximum of sixteen (16) direct student contact hours, plus one and a half (1.5) scheduled hours for follow up with students, for a total of seventeen and a half (17.5) weekly hours. ~~or sixty-seven percent (67%) of a Full-time assignment,~~

~~including any assignment that counts toward Load, and this limitation shall be District-wide.~~

- (b) If Counseling Faculty teach Instructional classes in addition to their Counseling Faculty duties, then their maximum load of Counseling Faculty “D” Hours shall be less than sixteen (16) Counseling “D” Hours or nine (9) Calculated A Hours (CAHs) per Term, and shall be diminished according to the amount required to limit their total assignment to less than sixty-seven percent (67%) of a Full-time Load including any assignment that counts toward Load.
- (c) For scheduling Summer Session and Intersession assignments, the blocks of time available for assignment shall be identified. Unless required otherwise by program need, remaining hours, including newly acquired hours, shall be distributed on a second round in blocks of five and a half (5.5) weekly Counseling “D” Hours, which shall include one half hour scheduled for follow up with students, per the Seniority List. After all the Counseling Faculty have received an assignment of up to twenty-two (20) (22) weekly hours, and insofar as assignable hours remain, subsequent rounds shall occur in similar fashion. In no case will Summer Session and Intersession assignments for Counseling Faculty exceed thirty-three (30) (33) hours per week, or two three hundred ninety (290) ten (310) aggregated hours over the Summer Session, or the equivalent, Districtwide.
- (d) Part-time special programs counselors are available to work in General Counseling to provide services to general student populations, and as appropriate to their job duties and consistent with agreements with state organizations connected to programs, as requested by the area administrator.

(5) Guidelines Specific to Library Faculty

For Summer Session and Intersession, Library Faculty will be limited to a maximum of thirty-three (33) hours per week, regardless of the number of weeks the unit member works during the Term.

For Fall and Spring Semesters, Library Faculty will be limited to a maximum aggregate total of three hundred thirty-five (335) Library Hours during the Semester.

- h. **Evaluation(s)** see [Article 18I.2.](#)
- i. **Grievances** see [Article 18I.9.](#)

18B.2 Program Needs

Program Needs includes, but is not limited to, a unit member’s expertise and/or demonstrated experience in the specific requirements of the assignment, the unit member’s ability to use and expose students to current information, technology, and skills required in this assignment; and the unit member’s previous performance record (“Satisfactory” evaluation) and adherence to contractual

requirements stated under this Agreement. See [Article 18B.1d](#).

18C. Offer of Employment

18C.1 Limits on Assignments

It is understood that all Contract and Regular Full-time unit members (including Instructional, Counseling, Library, and Special Assignment Faculty) shall be offered overload assignments up to fifty percent (50%) or two classes (including large lecture classes), whichever is greater not to exceed sixty percent (60%), see [Article 10D.11](#), before Part-time unit members are given offers of employment. It is further understood that all Contract and Regular Full-time unit members shall receive Summer Session and Inter-session Assignments before Part-time unit members are hired for these periods. See [Articles 17A](#) and [18B.1e](#).

18C.2 Additional Assignments

Once course assignments have been made to all Contract, Regular, and Temporary Leave Replacement (TLR) Full-time unit members, and before new Part-time unit members may be hired, the District shall offer Part-time unit members additional assignments that are workable within the constraints of the available college-specific discipline assignments, until they achieve up to sixty-seven percent (67%) of a Full-time workload within their discipline according to Articles [18B.1](#) and [18B.2](#). See [Article 18J.1-3](#).

Sixty-seven percent (67%) of a Full-time Workload is 10.05 Calculated A Hours (CAHs) or equivalent. See [Article 1C.1d](#).

18C.3 Assignment Preference and Availability Form

Each college shall make available to Part-time unit members the negotiated form on which Part-time unit members shall indicate their interest and availability for an assignment each Semester and Inter-session or Summer Session. The form will also include the option of indicating preferred course modalities as defined in [Article 19A.1](#). See [Appendix](#): Assignment Preference and Availability Form: Part-time Faculty.

~~**18D. Professional Development (NOW 18D.43)**~~

~~Part-time unit members required by the District to attend on-campus meetings shall be compensated for the meeting at the rate articulated in [Article 21G.2a](#). In addition, Part-time unit members shall be compensated at the rate articulated in [Article 21G.2a](#) for the initial orientation meeting for new unit members and for in-service training as approved in writing by the appropriate College Vice President, Academic Services or College~~

~~Vice President, Student Services (see [Appendix](#): Service Report: Academic Non-Instruction/Special Assignment). Prior written approval from the appropriate College Vice President, Academic Services or appropriate College Vice President, Student Services must be obtained for any compensation for in-service training.~~

~~This training, in order to be compensated, must be specifically related to the course of study taught by the individual unit member. Approved online training qualifies for compensation on par with approved face-to-face training.~~

~~18E. Professional Development Committee Representative (Now 18D.3)~~

~~A Part-time unit member shall be placed on the Professional Development Committee as a representative of the Part-time Faculty.~~

~~18F. Part-Time Faculty Sick Leave Of Absence: Earning And Accumulating~~

~~See [Article 11A.3](#). NOTE: 18F & 18G here are folded into 18G.1, below~~

~~18G. Notification Of Part-Time Faculty Sick Leave Of Absence~~

~~Each unit member shall be notified of the accumulated Sick Leave earned during the regular Academic Year and/or the Summer Session or Inter-session with each monthly Pay Warrant. See [Article 11A.2e](#).~~

18D. General Working Conditions for Part-time Faculty

18D.1 Part-Time Faculty Office Hours/Eligibility (Formerly 18J.4 thru 6)

If a Part-time unit member's instructional assignment is three (3) Calculated A Hours (CAHs) or more in a given Fall or Spring Semester, not counting Activity Hours or courses taught exclusively on an individualized mastery learning basis, he/she shall have the option of serving one (1) weekly office hour paid at the rate specified in Article 21G.1f. If the unit member's assignment is six (6) Calculated A Hours (CAHs) or more, he/she may serve an additional weekly paid office hour, for a maximum of two (2) hours total, with the approval of the appropriate Administrator. (For Summer Session and Inter-session assignments see Article 17D.)

When a Part-time unit member is approved to be paid to serve two (2) weekly office hours, he/she may elect to serve a maximum of one (1) of the two (2) weekly office hours virtually.

Contract and Regular unit members who are on an approved one hundred percent (100%) Leave of Absence and teach as Full-time Faculty for overload while on a Leave of Absence shall be eligible for paid office hours according to the above. The office hours shall be held on campus or at appropriate off-campus sites (approved by the appropriate Administrator). The place and time of the office hour(s) shall be communicated in writing to the appropriate Administrator.

a. Notice of Intent

During the first week of each semester, each Part-time unit member who intends to provide office hours during the semester shall submit to the appropriate Administrator the time and location of the office hour in his/her Syllabus.

b. Syllabus Requirement and Sixty-Seven Percent (67%) Law Exclusion

All Part-time unit members who elect to take a paid office hour must state the time and place of the office hour in the appropriate course Syllabus which shall be on file in the appropriate Administrator's Office. It is understood that office hours for Part-time unit members do not count in the sixty-seven percent (67%) calculation of maximum workload defined in Articles 18J.1 and 18J.2.

18D.2 District Email for Part-Time Faculty

See Article 9Q.

18D.3 Required Professional Responsibility Hours for Part-Time Faculty

(Formerly 18T)

Professional responsibilities listed in Article 18I.7(c) shall be considered to represent one (1) hour per semester per CAH. For example:

- A Part-time unit member with an assignment of three (3) CAHs will have a professional responsibilities obligation of three (3) hours per semester.
- A Part-time unit member with an assignment of six (6) CAHs will have a professional responsibilities obligation of 6 hours per semester.

Furthermore, it is agreed that Part-time unit member requested to perform professional duties beyond one (1) hour per semester per CAH shall be paid at the “F” Hour rate for the additional time. It is understood that payment for additional professional duties must be pre-approved by the appropriate Administrator.

Professional responsibility hours, as defined in Article 18T, do not count in the Sixty- seven Percent (67%) Law limit.

18D.4 Professional Development (Formerly 18V, 18D and 18E)

a. Professional Development Flex Day Obligations For Part-Time Faculty

See Articles 29B.1, 29C.2, and 29D.2 (Professional Development) for obligations of Part- time Faculty to attend mandatory Flex Days; and Article 1C.4(g) for Flex Day definitions. **(Was 18V)**

b. Attendance at Required Meetings

Part-time unit members required by the District to attend on-campus meetings shall be compensated for the meeting at the rate articulated in Article 21G.2a. In addition, Part-time unit members shall be compensated at the rate articulated in Article 21G.2(a) for the initial orientation meeting for new unit members and for in-service training as approved in writing by the appropriate College Vice President, Academic Services or College Vice President, Student Services (see Appendix: Service Report: Academic Non-Instruction/ Special Assignment). **(Was the first paragraph of 18D)**

c. In-Service Training

(Was the second & third paragraphs of 18D)

Prior written approval from the appropriate College Vice President, Academic Services or appropriate College Vice President, Student Services must be obtained for any compensation for in-service training.

This training, in order to be compensated, must be specifically related to the course of study taught by the individual unit member. Approved online training qualifies for compensation on par with approved face-to-face training.

d. Professional Development Committee Representative (Formerly 18E)

A Part-time unit member shall be placed on the Professional Development Committee as a representative of the Part-time Faculty.

18D.5 Access To Supplies (Formerly 18J.7)

All Part-time unit members shall have full access to supplies, materials, films, and duplicating in the same manner as Contract, Regular and Temporary Leave Replacement (TLR) unit members have access to these resources.

18D.6 DegreeWorks Orientation and Training of Part-Time Unit Members (Formerly 18Z)

Part-time Counseling Faculty unit members shall be oriented and trained in the DegreeWorks software program before utilizing it for counseling responsibilities. Part-time Counseling Faculty who attended DegreeWorks training shall be paid at the “F” hour rate.

18E. Compensation for Part-time Faculty (Formerly 18O, 18L, 18U & 18P, in that order)

18E.1 Salary And Step Placement

See Articles 21G and 21H for Part-time unit member salaries and Step Placement.

18E.2 Compensation For Office Hour

See Article 21G.1(f).

18E.3 Part-Time Unit Members Participating In Orientation As New Faculty

All Part-time unit members who participate in orientation as new Faculty shall be paid for up to two (2) hours of orientation time at the “F”-Hour rate regardless of whether the format is face-to-face, online, or otherwise. The Colleges shall offer orientations both Fall and Spring Terms for new Part-time unit members. The Faculty Association will be given time at these orientations to talk with attendees. See Article 21G.2(b).

18E.4 Payment To Attend Required Activities

Part-time unit members who attend required activities approved by their appropriate Administrator or District shall be paid by the hour at the “F”-Hour rate in Article 21G.2(b). See Appendix: Service Report: Academic Non-Instruction/Special Assignment.

18F. Part-time Faculty Benefits (Formerly 18N, 18K, 18BB & 18Y, in that order)

18F.1 Medical Benefits

See Article 20A.6 for Part-time unit member medical benefits.

18F.2 CalSTRS (California State Teachers’ Retirement System) Cash Balance Plan (Defined Contribution Plan), CalSTRS Defined Benefit Plan, Or Social Security

All eligible Part-time unit members shall have the option to choose between the

following two different CalSTRS (California State Teachers' Retirement System) Plans or Social Security:

- a. The CalSTRS Cash Balance Plan, which is a Defined Contribution Plan, which is four percent (4%) of salary paid by the District and four percent (4%) of salary paid by the unit member, subject to Internal Revenue Service (IRS)/CalSTRS approval;
— or —
- b. The CalSTRS Defined Benefit Plan. Contribution rates for the District and the unit member are established by the Education Code and through CalSTRS Employer Directives.
— or —
- c. Social Security. Contribution rates for the District and the unit member are established by the Internal Revenue Service.

All Part-time unit members are eligible to elect the CalSTRS Defined Benefit Plan at any time. The Social Security Election is a one-time election at date of hire. A unit member who elects the CalSTRS Defined Benefit Plan at a later date may elect to buy prior service covered by the Cash Balance Plan through paperwork completed with CalSTRS.

18F.3 403b and 457 Pre-Tax Account Benefits

See Article 21M.

18F.4 Part-Time Faculty Election Regarding State Disability Insurance (SDI) Coverage

Part-time Faculty are subject to State Disability Insurance (SDI) deductions. Under the Agreement, SDI deductions will change annually based upon State of California rate updates. The SDI contribution shall be paid in full by the Part-time Faculty. See MOU of August 1, 2016.

18G. Part-time Faculty Leaves (Formerly 18F, 18G, 18Q, 18R, 18W, 18S & 18X, in order)

18G.1 Part-Time Faculty Sick Leave Of Absence: Earning And Accumulating

For formulas and definitions, See Article 11A.3.

Each unit member shall be notified of the accumulated Sick Leave earned during the regular Academic Year and /or the Summer Session or Inter-session with each monthly Pay Warrant. See Article 11A.2e.

18G.2 Bereavement Leave Of Absence For Part-Time Faculty

Part-time unit members shall be entitled to Bereavement Leave of Absence according to the terms of Article 11C.2.

18G.3 Judicial Leave Of Absence For Part-Time Faculty

Part-time unit members shall be entitled to Judicial Leave of Absence according to the terms of Article 11G.

18G.4 Personal Necessity Leave for Part-Time Faculty

See Article 11B-2.

18G.5 Donated Sick Leave Of Absence For Part-Time Faculty

See Articles 11A.6 and 11A.7.

18G.6 Sick Leave Transfer for Part-Time Faculty for Sick Person

See Articles 11A.6 and 11A.7.

18H. Contract, Regular, And Temporary Leave Replacement (TLR) Faculty Bumping Rights

Under certain circumstances, Contract, Regular and Temporary Leave Replacement (TLR) unit members who experience a class cancellation of classes for Load may bump a Part-time unit member, but only before prior to the first class meeting, ~~and only if he/she has no overload that can be applied to his/her Load. Banked Load shall not be invaded for this purpose~~ [see [Article 9A.3\(b\)\(4\)](#)]

Part-time unit members shall not have the right to bump other Part-time unit members when a course is cancelled.

If Summer Session or Inter-session Assignments have been made and class cuts are made thereafter, then the appropriate Administrator will re-do assignments to give access to the unit member at the same percentage of Full-time Equivalent Faculty (FTEF) as before the cuts were made, if available. This paragraph does not apply to Temporary Leave Replacement (TLR) Faculty.

18H.1 Compensation In The Event Of Class Cancellation

Part-time Faculty unit members shall be paid for the first week of an assignment when class is cancelled or the Part-time unit member is bumped less than ~~two (2)~~ one (1) weeks before the beginning of a semester. If a class meets more than once per week, Part-time Faculty unit members shall be paid for all classes that were scheduled for that week. If the affected unit member is offered an assignment with the same or more CAH value and the unit member agrees to accept this assignment, then this provision shall be waived. (California Education Code § 87482.8).

18I. Evaluation

The purpose of Part-time Faculty unit member evaluations is to ensure that the District retain Part-time Faculty unit members who will provide students the best education possible in the context of the objectives of each academic, service, and/or career/technical program.

The evaluation process is designed to assist unit members in examining their objectives, techniques, and accomplishments and to provide a means to recognize outstanding performance. The evaluation process is also a means to identify areas in which improvement in faculty performance might benefit student learning. Evaluation may also function as a channel of communication about program needs. This policy conforms to Sections 87663, 87664, and 87665 of the California Education Code.

18I.1 Guiding Principles

- a. The evaluators shall not consider information about the private life, religious, political and/or organizational affiliations, or sexual preferences of the unit member evaluatee;
- b. No anonymous letters or material shall, in any form, be used in the evaluation process except that student ~~evaluations~~ surveys of unit members done on negotiated Student ~~Evaluation~~ Survey Forms shall be anonymous in order to protect the identity of the student;
- c. Only those forms that have been negotiated shall be used in the evaluation process;

See Appendix:

Evaluation: Counseling Faculty Evaluation Form - Student Survey

Evaluation: Counseling Faculty Performance Observation Form

Evaluation: Special Assignment Faculty - Client Survey Form

Evaluation: Library Faculty Observation Form

Evaluation: Library Faculty Orientation - Student Survey Form

Evaluation: Mental Health Counseling Faculty Evaluation Form – Student Survey

Evaluation: Mental Health Counseling Faculty Performance Observation Form

Evaluation: Observation of Instruction Form - Online Class

Evaluation: Observation of Instruction Form - Math Emporium

Evaluation: Observation of Instruction Form - Face to Face Class

Evaluation: Student Response to Instruction Form - Face to Face Class

Evaluation: Student Response to Instruction Form - Math Emporium

Evaluation: Student Response to Instruction Form - Online Class

The above forms include the following:

(1) A space for the supervisor to evaluate Part-time Faculty.

(2) A space for the supervisor to add comments.

- d. The unit member evaluatee has the right to respond in writing to the evaluation(s). Written responses shall become part of the unit member evaluatee's Personnel File, see [Article 16-1A](#);
- e. Enrollment management data shall be excluded from the entire evaluation process; and
- f. The evaluator should notify the appropriate Administrator first of the result of the observation visit for the Administrator's Summary Review. The evaluator should notify the Part-time unit member of the result of the evaluation within ~~fifteen (15)~~ twenty (20) work days of the observation visit. The Part-time unit member shall provide their signature on the appropriate sections of the form indicating that the unit member was provided with the results of the evaluation.
- g. Non-retaliation

There shall be no retaliation against a Part-time unit member who voices an opinion or files a signed written opinion.

18I.2 Evaluations

Part-time unit members shall be evaluated within the first two Terms, including summer term, of employment. This process shall be repeated in all disciplines where the Part-time unit member is assigned. Evaluations shall be peer review driven with coordination and appropriate involvement of the appropriate Administrator (Education Code 87663). Thereafter evaluation shall be done at least once every three (3) Calendar Years of employment. If there is a break in service of two (2) Academic Years, the unit member shall be evaluated during the first semester of reemployment. The date the unit member discussed his/her evaluation with the evaluator or his/her appropriate Administrator shall be included in the written evaluation document. Evaluations shall address the Faculty Standards in [Article 18I.7](#). Each segment of the relevant Faculty Standards shall be addressed.

For unit members utilizing Canvas, or the currently employed LMS, in a face-to-face course, the evaluator will be granted access to the course for the purpose of evaluation. In addition, for unit members teaching asynchronous, synchronous, hybrid or hyflex courses the evaluator will be granted access to Canvas or the currently employed LMS for the purpose of evaluation. The evaluator will be granted access for up to seventy-two (72) hours for classes of any modality.

The evaluator will notify the evaluatee a minimum of one (1) week before the observation takes place. The unit member being evaluated is encouraged to provide relevant course information including exam dates. Visit for observation may be unannounced, but shall occur with the consent of the Part-time unit member being evaluated. If there is difficulty in coordinating the visit, the peer evaluator and evaluatee shall schedule a specific visiting time.

Refer to [Article 10F.3g-k](#), [Article 19F](#) for evaluation of on-line classes.

There shall be no adverse impact upon Seniority List placement due to the failure to institute the contractually required evaluations. Evaluations reflect “Satisfactory”, “Needs Improvement” or “Unsatisfactory”. “Satisfactory” guarantees placement on the Seniority List or retention of placement on the Seniority List. In addition, all other criteria in [Article 18B](#), must be met. If a Part-time unit member is assigned in more than one (1) discipline, this process shall be applied to each discipline separately.

Notwithstanding the above, the parties recognize the provisions of Education Code 87665 which states, “The Governing Board may terminate the employment of a Temporary (Part-time) employee at its discretion at the end of a day or week, whichever is appropriate.” In exceptional circumstances, upon the recommendation of management, a Part-time unit member may be terminated from District employment without a second evaluation described in [Article 18I.2a. and b.](#) below. This termination may occur at the end of the day or week, whichever is appropriate, and the unit member shall be notified.

a. Needs Improvement Status

A Part-time unit member is in “Needs Improvement” status if his/her most

recent evaluation identifies a “Needs Improvement.” The intent of a “Needs Improvement” recommendation is that the unit member be given an opportunity to improve, and resulting in a “Satisfactory” follow-up evaluation. At the request of the Part-time unit member, the Faculty Association shall function exclusively to monitor the evaluation process as to contract and procedural due process issues.

(1) Process and Timeline for Needs Improvement Status

- (a) Categories for which improvement is recommended shall be specifically indicated in an evaluation conducted by a unit member or by the appropriate Administrator, in accordance with [Article 18I.2](#) above or [Article 18I.3](#) below. These categories must conform to those listed in [Article 18I.7a.-f.](#) and/or those listed in the negotiated evaluation forms used in the initial evaluation process;
- (b) An evaluation with the recommendation of “Needs Improvement” shall be forwarded to the appropriate Administrator within ~~fifteen~~ (15) twenty (20) work days of the Part-time unit member evaluatee receiving the written evaluation;
- (c) The appropriate Administrator will convene a meeting with the Part-time unit member evaluatee and the evaluator within fifteen (15) work days of receiving the written evaluation. The purpose of the meeting is to clarify the evaluation and the areas that need improvement;
- (d) If the “Needs Improvement” recommendation comes from the Administrator, the Administrator will convene a meeting with the Part-time unit member no later than the last day of the Term in which the evaluation took place. The purpose of the meeting is to clarify the evaluation and the areas that need improvement;
- (e) The unit member evaluatee should be re-evaluated within the next Term. If the unit member evaluatee does not have an assignment during that time, re-evaluation will occur the next Term in which he/she has an assignment. The re-evaluation will be performed by a different evaluator;
- (f) If a Part-time unit member evaluatee receives a “Satisfactory” evaluation, he/she is taken off “Needs Improvement” status. Notwithstanding, the appropriate Administrator may elect to accelerate the timeline for the next regular evaluation, in accordance with [Article 18I.3](#) below.
- (g) If the subsequent re-evaluation described in [Article 18I.2a.\(1\)\(d\)](#) above results in a final summary of “Needs Improvement” or “Unsatisfactory,” the unit member evaluatee’s performance shall not be considered to uphold a standard that warrants rehire preference. The unit member shall be removed from or not placed on the Seniority List(s). If the unit member evaluatee has received an assignment(s) for the Term(s) following the unit member evaluatee’s removal from the Seniority List(s), the appropriate Administrator will reassign the course(s), counseling or library assignment in

accordance with Articles [18B.1d.](#), [18B.1e.](#) and [18B.1g.](#)

- (h) If a unit member evaluatee has been removed from the Seniority List pursuant to [Article 18I.2a.\(1\)\(f\)](#) above and is rehired at a later date, for Seniority purposes the unit member shall be treated as a new hire.

The new date of initial Term of service shall be the first day of the Term, when the unit member returns to paid service, pursuant to [Article 18B.1b.](#)

b. Unsatisfactory Status

“Unsatisfactory” means that the Part-time unit member’s performance is deemed unsatisfactory for continued employment. A Part-time Unit member is in “Unsatisfactory” status if his/her most recent evaluation identifies an “Unsatisfactory” Performance. At the request of the Part-time unit member, the Faculty Association shall function exclusively to monitor the evaluation process as to contract and procedural due process issues.

(1) Process and Timeline for Unsatisfactory Status

- (a) Categories for which the unit member is deficient shall be specifically indicated in an evaluation conducted by a unit member or by the appropriate Administrator, in accordance with [Article 18I.2](#) above or [Article 18I.3](#) below. These categories must conform to those listed in [Article 18I.7a.-f.](#) and/or those listed in the negotiated evaluation forms used in the initial evaluation process;
- (b) An evaluation with the recommendation of “Unsatisfactory” shall be forwarded to the appropriate Administrator within fifteen (15) work days of the observation visit;
- (c) The appropriate Administrator will convene a meeting with the Part-time unit member evaluatee and the evaluator within fifteen (15) work days of receiving the written evaluation. The purpose of the meeting is to clarify the performance areas in which the unit member’s performance was deemed deficient;
- (d) If the “Unsatisfactory” recommendation comes from the Administrator, the Administrator will convene a meeting with the Part-time unit member no later than the last day of the Term in which the evaluation took place. The purpose of the meeting is to clarify the performance areas in which the unit member’s performance was deemed deficient;
- (e) A second evaluation will normally be performed within fifteen (15) work days after the meeting with the appropriate Administrator, evaluatee, and evaluator. The second evaluation shall be done by a different evaluator in accordance with this [Article 18I.2](#). At the appropriate Administrator’s prerogative, this required re-evaluation may be deferred to the following Term. In such cases, the appropriate Administrator may offer an assignment for the following semester that carries less than the sixty seven percent (67%) Load entitlement given in [Articles 18b.1g.](#), [18C.2](#) and [18J](#);

- (f) If the subsequent re-evaluation described in [Article 18I.2b.1\(d\)](#) above again identifies “Unsatisfactory” performance or identifies “Needs Improvement,” the unit member evaluatee, who is on the Seniority list, shall be removed from the Seniority List. If the unit member evaluatee has received an assignment for the Term(s) following the re-evaluation which resulted in an “Unsatisfactory” or “Needs Improvement” status, the appropriate Administrator will reassign the course(s), counseling or library assignment(s) in accordance with [Articles 18B.1d.](#), [18B.1e.](#) and [18B.1g.](#));
- (g) If the subsequent re-evaluation described in [Article 18I.2b.1\(d\)](#) above results in a final summary of “Satisfactory,” the unit member is taken off “Unsatisfactory” status. The unit member will be re-evaluated under provisions of [Article 18I.2a.](#) during the following semester.
- (h) If a unit member evaluatee who has been removed from the Part-time Faculty Seniority List is rehired at a later date, for Seniority purposes he/she shall be treated as a new hire. The new date of initial Term of service shall be the first day of the Term when the unit member returns to paid service, pursuant to [Article 18B.1b.](#)

18I.3 Additional Evaluations

Management reserves the right to conduct more frequent evaluations. These unscheduled evaluations may be conducted by the appropriate Administrator or different Full-time Faculty member than the initial Evaluator.

18I.4 Student Evaluations Surveys

The negotiated standard Student ~~Evaluation~~ Survey Forms shall be distributed and collected by the evaluator as part of the classroom visit or appropriate observation. See Appendices: Evaluation: Counselor Faculty Evaluation Form: Student Survey, Evaluation: Library Faculty Orientation - Student Survey Form, Evaluation: Student Response to Instruction Form - Face to Face Class, Evaluation: Student Response to Instruction Form - Math Emporium, Evaluation: Student Response to Instruction Form - Online Class.

The negotiated standard Student ~~Evaluation~~ Survey Forms shall be summarized as part of the negotiated evaluation report. The negotiated student ~~Evaluation~~ Survey forms shall be anonymous. The summary shall be a fair and accurate report of the information provided on the Student ~~Evaluation~~ Survey Forms.

The evaluation report shall be a fair and accurate summary of the judgment of the individual evaluator. The student ~~Evaluation~~ Survey forms should be returned by the appropriate Administrator to the Part-time unit member evaluatee at the end of the Academic Term after grades have been submitted.

18I.5 Rights Of Part-Time Faculty To Perform Evaluations or Evaluation Training

A qualified Part-time unit member may perform Part-time Faculty evaluations. Part-time unit members shall not evaluate other Part-time unit members with whom they compete for assignments within a discipline.

Qualification as an evaluator is dependent upon participation in evaluation training. Training sessions for performing evaluations shall be conducted by the Faculty Association on an annual basis as part of Professional Development activities. Part-time unit members who have completed their third semester or later of employment in the District, who have completed one training session on evaluation, and who have “Satisfactory” status, shall be eligible to become evaluators. Compensation for completing a training session shall be made, not to exceed three (3) hours at the rate stated in [Article 21G.2b](#).

The Part-time unit member who performs evaluations shall be paid according to [Article 21C.1f](#) to perform the evaluation service.

181.6 Evaluation Of Contract, Regular, And Temporary Leave Replacement (TLR) Faculty Performing Overload

Contract, Regular and Temporary Leave Replacement (TLR) unit members who are providing service on an overload Part-time assignment outside their Primary Discipline shall be evaluated as per the guidelines as set out in this Article.

181.7 Faculty Standards

a. Forward

Faculty at Chabot College and Las Positas College have been selected with considerable care and with particular attention to their ability to give freely of their knowledge and talents to students. Each unit member is asked to assume the personal and professional obligations which inhere in a career as college Instructional, Counseling, Library or Special Assignments Faculty. The Faculty are expected to be professionals with students, colleagues and staff, adhere to the assignment responsibilities, and to demonstrate collegial participation defined as contributing to a collaborative, respectful working environment with all staff. Criteria for excellence in working with students are listed below. In addition, the applicable specific Faculty Standards are set forth for Instructional, Counseling, Library and Special Assignments Faculty.

b. Excellence in Working with Students

- (1) Knowing their subject fields in depth, keeping up to date and being alert to new materials in the literature;
- (2) Challenging students and setting high expectations with full knowledge of the diversity of human qualities and learning styles;
- (3) Demonstrating sensitivity in working with students, including those of diverse racial and ethnic backgrounds, sexual orientations, and abilities; and
- (4) Creating opportunities for students to assume responsibility for their own learning.

c. Professional Responsibilities for All Part-time Faculty

- (1) Participate in program and subject area improvement tasks such as creating and assessment of Student Learning Outcomes (SLOs), Service Area Outcomes (SAOs), Course Learning Outcomes (CLOs)

and Program Learning Outcomes (PLOs), program review, and curriculum development.

d. Specific Standards for Part-time Instructional Faculty

- (1) Delivering coherent lectures;
- (2) Creating assignments that serve instructional goals;
- (3) Creating exams and/or other evaluative assignments that test for mastery of course content;
- (4) Creating course materials that serve instructional goals;
- (5) Organizing course content so that it encompasses authorized course outlines;
- (6) Identifying basic and essential concepts and developing pertinent materials and strategies that will assist students in understanding the core subject matter consistent with the official course outline;
- (7) Preparing carefully and organizing a course of instruction which adheres to the objectives and suggested materials listed in the course outline, and which encourages student use of campus resource centers and laboratories. If unit members within a team teaching class (see [Article 10D.2d.](#) for definition) have adopted a required text, that text must be used unless the unit members in the affected class agree to an exception;
- (8) Teaching with imagination, vigor, and clarity, attempting to provide a framework of learning which consciously places topics in a well-knit relationship one to the other;
- (9) Applying new technologies in the delivery of instruction where appropriate; and
- (10) Meet deadlines and submittal of Census Reports and grades. See [Article 1C.1.cc.](#) for Census definition.
- (11) See [Article 10F.3g-k.](#) for standards to evaluate an on-line class.

e. Specific Standards for Part-time Counseling Faculty

- (1) Working in and supporting a collaborative Counseling Division team environment and meeting assignment responsibilities;
- (2) Demonstrating a wide variety of counseling skills (listening, interviewing, trusting, encouraging, flexible, resourceful, fair) and counseling techniques while providing academic, career, and personal counseling services;
- (3) Demonstrating a high degree of accuracy when providing information concerning college/university transfer, degree requirements, College/District procedures and course curriculum;
- (4) Applying new technologies in the delivery of counseling services;

- (5) Developing and implementing new/revised projects, programs, and activities in accordance with the Counseling Divisions' Adopted Goals and Objectives;
- (6) Developing liaisons between the Counseling Division and Instructional Divisions and achieving familiarity with College and District goals and policies;
- (7) When applicable to a particular coordination assignment, demonstrating leadership and advocacy in collaboration with other staff in a particular unit; and
- (8) When applicable to a particular coordination assignment, demonstrating planning and vision in delivering counseling and student support services.

f. Specific Standards for Part-time Library Faculty

- (1) Working in and supporting a collaborative Library team environment; Developing and implementing new/revised projects, programs and plans in accordance with the Adopted Goals and Objectives of the Learning Resources Program;
- (2) Promoting student and staff access to use of the library through comprehensive reference service and bibliographic instruction;
- (3) Contributing to building, organizing, and maintaining library collections, including implementing electronic access to information;
- (4) Teaching students in class orientations, individually, and through Library Skills courses;
- (5) Developing liaisons between the Library and Instructional Faculty and achieving familiarity with College and District goals and policies; and
- (6) Applying new technologies in the delivery of library services.

g. Specific Standards for Part-time Faculty on Special Assignments/Coordinator Assignment(s)

The unit member evaluatee and the supervisor will develop standards appropriate to each Faculty on Special Assignments/Coordinator Assignment(s). The Faculty Standards shall be clearly related to the Special Assignments/Coordinator Assignment(s) and comparable in their level of specificity to the Faculty Standards described above for the other categories of faculty. The Faculty Standards shall be approved in writing by the appropriate Vice President, within three (3) weeks of the first day of service of the Part-time unit member.

181.8 Training For Evaluators

Qualification as an evaluator is dependent upon participation in evaluation training. Training sessions for performing evaluations shall be conducted on an annual basis by the District and the Faculty Association. Each Division shall be required by the end of the fifth (5th) week of the Academic Year to submit a schedule to the appropriate Vice President for conducting faculty evaluations. Each appropriate Administrator shall be responsible for maintaining a cadre of

trained evaluators who will fulfill the Division's evaluation obligation.

a. Pay for Evaluator Traveling to a Distant Site

Evaluators shall be paid the Internal Revenue Service (IRS) mileage reimbursement rate to travel to a distant campus for the purpose of performing the evaluation.

18I.9 Grievance

A unit member shall be able to grieve his/her placement on the Seniority List. A unit member shall be able to grieve non-placement on the Seniority List based upon the failure to do the required Faculty evaluation(s) in a timely manner. A unit member cannot grieve the results of a properly performed faculty evaluation.

Nothing in this Article shall be construed to permit either the Faculty Association or a unit member to file a grievance to challenge the substance of any evaluation. Any grievance challenging the procedure utilized for an evaluation shall only be filed after the completion of the evaluation process at issue.

18I.10 Diversity, Equity, Inclusion and Accessibility (DEIA)

The District and FA will meet and confer as necessary, in the event that Title 5 guidelines are promulgated by the state, that stipulate how DEIA initiative goals should bear upon faculty standards and evaluations. [Ref. Article 29F.]

18J. Maximum Workload

18J.1 Sixty-Seven Percent (67%) Law Limit On Assignments

Part-time unit members shall be limited to assignments totaling no more than sixty-seven percent (67%) of a Full-time (100%) workload in any semester. This Load limit is computed in terms of Calculated A Hours (CAHs) per week. Summer Session, Inter-session and office hours are excluded from the calculation. Sixty-seven percent (67%) of a Full-time Load is 10.05 Calculated A Hours (CAHs) or equivalent. See [Article 1C.1d.](#)

18J.2 Sixty-Seven Percent (67%) Law Exceptions

Under the provisions of Education Code Section 87482, a Part-time unit member may be assigned to teach more than sixty-seven percent (67%) of a Full-time workload limit in any one (1) semester, Classified Professional with Part-time status, so long as these assignments are limited to no more than two (2) semesters within any period of three (3) consecutive Academic Years. [See [Article 18J.1](#) above for definition of sixty-seven percent (67%) of a Full-time Load.] Subject to Education Code extension, a Part-time Nursing Faculty may be assigned to teach more than sixty-seven percent (67%) of a Full-time workload limit in any one (1) semester, so long as these assignments are limited to no more than four (4) semesters within any period of three (3) consecutive Academic Years.

Part-time unit members shall only become eligible for an assignment above the sixty-seven percent (67%) limit after their satisfactory first evaluation, except in special circumstances in consultation with the Vice President, Academic Services.

18J.3 **Sixty-Seven Percent (67%) Law Exclusions**

~~Service Paid participation~~ by Part-time unit members in professional ancillary activities such as evaluations, professional development activities, committee work, non-discipline related program coordination (e.g. scheduling, equipment requests, facilities management), guided pathways (e.g. lead projects or initiatives in guided pathways, serve on an intersegmental pathway team), governance, grant writing, mentoring, advising student organizations, meetings that are not related to coordinator's duties or other assignment responsibilities, class substitution on a day to day basis, ancillary activities, or any other professional ancillary service of an occasional nature shall not count toward the Load limit as stated in [Article 18J.1](#) above. Day to day substitution shall not count toward the load limit as stated in Article 18J.1 above.

~~Effective Fall Semester 2019, †~~Tutorial hours (Faculty Hour H) shall not count towards the Load limit as stated in Article 18J.1 above.

[See [Article 18J.6](#) below for paid office hour(s) exception to the Sixty-seven Percent (67%) Law.] Professional responsibility hours, as defined in [Article 18L.7c](#), do not count in the 67% Law limit. Professional responsibility hours as defined in [Article 18T](#) below, do not count in the Sixty-seven Percent (67%) Law calculation.

Substitute service, per class section, for more than two (2) consecutive weeks is included in the Sixty-seven Percent (67%) limitation and shall be counted from the initial day of substitute service for the course.

18K. **Contract For Categorically-Funded Temporary Faculty (Was 18AA)**

See Appendix.

~~18J.4~~ **Part-Time Faculty Office Hours/Eligibility**

~~If a Part-time unit member's instructional assignment is three (3) Calculated A Hours (CAHs) or more in a given Fall or Spring Semester, not counting Activity Hours or courses taught exclusively on an individualized mastery learning basis, he/she shall have the option of serving one (1) weekly office hour paid at the rate specified in [Article 21G.1f](#). If the unit member's assignment is six (6) Calculated A Hours (CAHs) or more, he/she may serve an additional weekly paid office hour, for a maximum of two (2) hours total, with the approval of the appropriate Administrator. (For Summer Session and Inter-session assignments see [Article 17D](#).)~~

~~Contract and Regular unit members who are on an approved one hundred percent (100%) Leave of Absence and teach as Full-time Faculty for overload while on a Leave of Absence shall be eligible for paid office hours according to the above. The office hours shall be held on campus or at appropriate off-campus sites (approved by the appropriate Administrator). The place and time of the office hour(s) shall be communicated in writing to the appropriate Administrator.~~

~~18J.5~~ **Part-Time Faculty Office Hours Notice Of Intent**

~~During the first week of each semester, each Part-time unit member who intends to provide office hours during the semester shall submit to the appropriate~~

~~Administrator the time and location of the office hour in his/her Syllabus.~~

~~18J.6 — Part-Time Faculty Office Hours Syllabus Requirement And Sixty-Seven Percent (67%) Law Exclusion~~

~~All Part time unit members who elect to take a paid office hour must state the time and place of the office hour in the appropriate course Syllabus which shall be on file in the appropriate Administrator's Office. It is understood that office hours for Part time unit members do not count in the sixty seven percent (67%) calculation of maximum workload defined in Articles [18J.1](#) and [18J.2](#).~~

~~18J.7 Access To Supplies~~

~~All Part time unit members shall have full access to supplies, materials, films, and duplicating in the same manner as Contract, Regular and Temporary Leave Replacement (TLR) unit members have access to these resources.~~

~~18K. — CalSTRS (California State Teachers' Retirement System) Cash Balance Plan (Defined Contribution Plan), CalSTRS Defined Benefit Plan, Or Social Security~~

~~All eligible Part time unit members shall have the option to choose between the following two different CalSTRS (California State Teachers' Retirement System) Plans or Social Security:~~

- ~~a. The CalSTRS Cash Balance Plan, which is a Defined Contribution Plan, which is four percent (4%) of salary paid by the District and four percent (4%) of salary paid by the unit member, subject to Internal Revenue Service (IRS)/CalSTRS approval;~~
~~or~~
- ~~b. The CalSTRS Defined Benefit Plan. Contribution rates for the District and the unit member are established by the Education Code and through CalSTRS Employer Directives.~~
~~or~~
- ~~c. Social Security. Contribution rates for the District and the unit member are established by the Internal Revenue Service.~~

~~All Part time unit members are eligible to elect the CalSTRS Defined Benefit Plan at any time. The Social Security Election is a one-time election at date of hire. A unit member who elects the CalSTRS Defined Benefit Plan at a later date may elect to buy prior service covered by the Cash Balance Plan through paperwork completed with CalSTRS.~~

~~18L. — Compensation For Office Hour~~

~~See [Article 21G.1f](#).~~

~~18M. — Summer Session And Inter-Session Assignments Priority To Contract And Regular Unit Members~~

~~Prior to making offers to Part time unit members, Summer Session and Inter-session assignments shall be offered to Contract and Regular unit members.~~

~~18N. — Medical Benefits~~

~~See [Article 20A.6](#) for Part time unit member medical benefits.~~

~~18O. Salary And Step Placement~~

~~See [Article 21H](#), for Part-time unit member salaries and Step Placement.~~

~~18P. Payment To Attend Required Activities~~

~~Part-time unit members who attend required activities approved by their appropriate Administrator or District shall be paid by the hour at the rate in [Article 21G.2b](#). See [Appendix](#): Service Report: Academic Non-Instruction/Special Assignment.~~

~~18Q. Bereavement Leave Of Absence For Part-Time Faculty~~

~~Part-time unit members shall be entitled to Bereavement Leave of Absence according to the terms of [Article 11C.2](#).~~

~~18R. Judicial Leave Of Absence For Part-Time Faculty~~

~~Part-time unit members shall be entitled to Judicial Leave of Absence according to the terms of [Article 11G](#).~~

~~18S. Donated Sick Leave Of Absence For Part-Time Faculty~~

~~See [Articles 11A.6](#) and [11A.7](#).~~

~~18T. Required Professional Responsibility Hours for Part-Time Faculty~~

~~Professional responsibilities listed in [Article 18I.7e](#), shall be considered to represent one (1) hour per semester per CAH. For example:~~

- ~~• A Part-time unit member with an assignment of three (3) CAHs will have a professional responsibilities obligation of three (3) hours per semester.~~
- ~~• A Part-time unit member with an assignment of six (6) CAHs will have a professional responsibilities obligation of 6 hours per semester.~~

~~Furthermore, it is agreed that Part-time unit member requested to perform professional duties beyond one (1) hour per semester per CAH shall be paid at the “F” Hour rate for the additional time. It is understood that payment for additional professional duties must be pre-approved by the appropriate Administrator.~~

~~Professional responsibility hours, as defined in Article 18T, do not count in the Sixty-seven Percent (67%) Law limit.~~

~~18U. Part-Time Unit Members Participating In Orientation As New Faculty~~

~~All Part-time unit members who participate in orientation as new Faculty shall be paid for up to two (2) hours of orientation time regardless of whether the format is face-to-face, online, or otherwise. The Colleges shall offer orientations both Fall and Spring Terms for new Part-time unit members. The Faculty Association will be given time at these orientations to talk with attendees. See [Article 21G.2b](#).~~

~~18V. Professional Development Obligations For Part-Time Faculty~~

~~See [Articles 29B.1, 29C.2, and 29D.2](#) (Professional Development) for obligations of Part-time Faculty to attend mandatory Flex Days; and [Article 1C.4g](#), for Flex Day definitions.~~

~~18W. Personal Necessity Leave for Part-Time Faculty~~

~~See [Article 11B.2](#).~~

~~18X. Sick Leave Transfer for Part-Time Faculty for Sick Person~~

~~See [Articles 11A.6](#) and [11A.7](#).~~

~~18Y. Part-Time Faculty Election Regarding State Disability Insurance (SDI) Coverage~~

~~Part-time Faculty are subject to State Disability Insurance (SDI) deductions. Under the Agreement, SDI deductions will change annually based upon State of California rate updates. The SDI contribution shall be paid in full by the Part-time Faculty. See MOU.~~

~~18Z. DegreeWorks Orientation and Training of Part-Time Unit Members~~

~~Part-time Counseling Faculty unit members shall be oriented and trained in the DegreeWorks software program before utilizing it for counseling responsibilities. Part-time Counseling Faculty who attended DegreeWorks training shall be paid at the “F” hour rate.~~

~~18AA. Contract For Categorically-Funded Temporary Faculty~~

~~[See Appendix](#).~~

~~18BB. 403b and 457 Pre-Tax Account Benefits~~

~~(See [Article 21M](#).)~~

Article 19

DISTANCE EDUCATION

TENTATIVE AGREEMENT

[NOTE: Proposal is for the new DE Article to become Article 19; the existing Article 19 is Pre-Retirement Load Reduction, which can easily be moved towards the end of the CBA

[NOTE: Language below REPLACES the entirety of Article 10F in the existing CBA. Language in BLACK is existing language within Article 10F, but language is re-organized and renumbered.]

10F. Distance Education

(See [Article 9L.8](#))

(See [MOU: Conversion of Blackboard Course Management System to Canvas](#))

19A. Definitions [WAS: 10F.1]

Distance education uses technologies to deliver instruction to students who are separated from the instructor(s) and to support regular and substantive interaction between the students and the instructor(s), either synchronously or asynchronously through the District approved Learning Management System (LMS) (5 CCR § 55200).

~~Distance Education is defined as a course of instruction, education or training where the Instructional Faculty member and the student are separated geographically. Distance Education classes where fifty one percent (51%) or more required instructional time shifts from in-class to geographically separated instruction shall be considered online classes for evaluation purposes. [See Appendix: Evaluation: Student Response to Instruction Form—Online Class, Evaluation: Observation of Instruction Form—Online Class.](#)~~

~~Communication between the Instructional Faculty member and the student is made through one (1) or more technological devices. It is understood that Distance Education classes shall not exceed the negotiated standards for a comparable face-to-face course.~~

19A.1 Course Modality Definitions

- a. **Online Synchronous:** course meets live online at specific, scheduled days and times

- b. **Online Asynchronous:** course does not meet on specific days and times; students may complete the course in Canvas at any time of the day or night
- c. **Online Combo:** Scheduled live, online meetings are combined with online asynchronous activities
- d. **HyFlex:** Instruction is conducted on campus and online (synchronous and/or asynchronous). Students decide how they want to participate.
- e. **Hybrid:** combines on campus instruction with one of the online types described above. A hybrid course is a course that has any combination of on-campus meetings (excluding orientations) and online meetings. For example, a class meeting once online and the rest of the time face-to-face would be considered a hybrid, so would a class meeting half the time face-to-face or most of the time face-to-face.
- f. **Face to Face:** instruction takes place on campus or in a college facility and is delivered synchronously.

19B. Distance Education Intellectual Property Rights [Was 10F.2]

Notwithstanding any other provisions of this Agreement, the unit member retains ownership of and the right to copyright course materials of Distance Education courses he/she develops, except for ownership of the empty courseware shell and any other technologies used in the course. All these materials, except the empty courseware shell and other course technologies, are not “work for hire” as that term is defined in the Federal copyright laws. Any use of these materials without the consent and/or written authorization of the originating unit member is prohibited. See [Articles 27B.1](#) and [27B.2](#).

No course content created by a unit member shall be made available to other faculty to use unless the unit member chooses to make the course content available.

19C. Distance Education Related General Working Conditions [Was 10F.3]

Teaching of Distance Education courses and all courses that use DE for some portion of instruction shall be on a voluntary basis when the needs of the program are sufficiently covered by those preferring to teach in the DE modality. Faculty who are asked to teach online involuntarily will be given notice during the schedule development process of when such a section might be scheduled, and won't be asked to teach more than one (1) section in DE modality in any given Fall or Spring Semester.

~~Full-time and Part-time unit members who originate the first version of a new fully online Distance Education course shall be guaranteed to teach that course for at least two (2) consecutive semesters in which that course is offered by the District.~~

~~Faculty who have created a fully aligned OEI course are guaranteed the right to teach a section of this course for the two (2) terms when it is next offered on the course schedule, and when it is available based on the provisions of this Agreement. In the event that another instructor is already assigned a section of this course to be taught on the OEI~~

exchange, and it is within the guaranteed two (2) assignments described above, then the instructor who has subsequently approved will receive an assignment only as it is available or after the guaranteed two (2) assignments are given to the initial instructor.

19C.1 Administrative Provisions (Points a, b, and c below were points a, c, & i respectively in original 10F.3)**

- a. Instructional Faculty members teaching Distance Education courses shall be evaluated in accordance with Article 19E, below. ~~with the negotiated form for said purpose. (See Appendix: Evaluation: Student Response to Instruction Form—Online Class, Evaluation: Observation of Instruction Form—Online Class.)~~ Unit members shall be evaluated during their first Distance Education course.
- b. Unit members' working hours shall be reasonable. Unit members shall not be required to instantaneously respond to student inquiries, or to respond during otherwise duty-free time. ~~Unit members are encouraged to establish fixed hours for receiving and responding to student communications or to hold virtual office hours proportionate to the online teaching load.~~
- c. Unit members shall be empowered to drop and add students ~~back~~ into an online class electronically, according to the established college enrollment timeline ~~and~~ without filing a hardcopy form with Admissions and Records. See [Article 9L.6](#)

19C.2 Faculty Rights (Points a, b, and c below were points j, d & e respectively in original 10F.3)**

- a. The District shall notify the Faculty Association and the Instructional Faculty unit member of Record of any plan to enter a Distance Education course for evaluative or disciplinary reasons. Prior knowledge of the entry, though not necessarily consent to the entry, is a requirement.
- b. No unit member shall be displaced because of Distance Education courses.
- c. No Distance Education work traditionally performed by unit members shall be offered to, or performed by, persons not employed within the Faculty bargaining unit, with the exception of classes accessible to Chabot-Las Positas Community College District students via CVC-OEL.

19C.3 Recording, Rebroadcasting and Accessibility (Point a below was point k in original 10F.3)**

- a. It is understood that the District ~~performs~~ provides support for unit members captioning for videos to meet accessibility requirements, including providing assistive technology and alternative media software tools and staff to accomplish these tasks, in Distance Education classes for the purpose of providing reasonable accommodation to students with special needs in online courses. It is further understood that these District

~~efforts shall not include any other purpose, such as evaluation of unit members. Only video content prepared prior to delivery/assignment of a given module can be viewed as part of evaluation. Synchronous course delivery recorded for student use shall not be used for evaluation purposes.~~

- b. The District shall provide notice to all students enrolled in a course offered in Distance Education format that any recording, rebroadcasting, sharing, copying, or any other use beyond appropriate instructional activity as provided or arranged by the instructor, is strictly prohibited and may lead to disciplinary action.

19D. Assignment of Distance Education Sections to Unit Members (1st paragraph below was point g in original 10F.3)**

Full-time uUnit members shall have the opportunity to teach perform up to sixty percent (60%) of their regular Load primary workload (assignable hours) in online Distance Education format (as defined in 10F.1 Article 19A above), to the extent that online or remote assignments are available in the unit member’s discipline or service area. Unit members must notify the dean and their full-time department colleagues of their interest in teaching online, including what modalities as set forth in Article 19A.1 above, prior to the process used for determining assignments. With approval from the appropriate Administrator, a unit member may teach more than the limit herein in online Distance Education format, on the basis of program need.

Hybrid class assignments shall toll against the sixty percent (60%) primary workload limit in accordance with the table below. For the purposes of this calculation, course load for a given class assignment is expressed in Calculated A Hours (CAH).

<u>Proportion of the required instructional time in which students are separated by time or distance (per Article 19A)</u>	<u>Proportion of the course load that tolls against the 60% load limit (9 CAH in most cases)</u>
<u>More than 60%</u>	<u>100%</u>
<u>40%-60%</u>	<u>50%</u>
<u>Less than 40%</u>	<u>0% (Does not toll)</u>
<u>Hyflex class</u>	<u>0% (Does not toll)</u>

Example. A Full-time unit member is assigned a 5 CAH class that is 100% online, and a 4 CAH Hybrid class that meets 50% online and 50% Face to Face. The 5 CAH class fully tolls against the limit, while half of the 4 CAH class tolls. Thereby, the two classes combined toll 7 CAH (5 CAH + 2 CAH) against the limit.

A course that switches modalities during the registration process to meet student demand will count the CAH as originally scheduled.

19D.1 Distance Education Scheduling Guidelines

- a. **Class Instruction.** In consultation with the dean, as part of the Discipline Plan process, the department will prospectively recommend the proportion and modality of sections for each course to be offered in online Distance Education format for the upcoming Academic Term. (See Article 26.) Such a recommendation should consider recent enrollment trends in courses offered in the formats listed in Article 19A.1 above. Notwithstanding, where appropriate, each department should ensure that it offers classes in formats that best prepare its students to meet the demands of the academic and professional work that follows.
- (1) Synchronous class meeting times should be scheduled in a manner that fulfills program need and complements the meeting times of existing Face to Face sections in the discipline and/or associated programs (See Article 26).
 - (2) DE courses should be assigned only to faculty trained in DE instruction as described in Article 19H below.
 - (3) In the event that the number of online sections of a specific modality available in a given discipline is insufficient to meet the demand of eligible Full-time faculty who want to teach them, the Full-time faculty in the discipline, in consultation with the appropriate dean, may develop a rotational seniority process that ensures that online course assignments are distributed fairly. If the faculty are unable to arrive at a mutually agreeable scheme, Article 10C(a) shall apply.
 - (4) If, after the class schedule is published, the pattern of class enrollments suggests that a given section should change from Face-to-Face to online, the instructor shall be consulted before any change is made. Such consultation shall address the modality in which the section will be offered.
- b. **Counseling Hours.** In consultation with the dean, as part of the Discipline Plan process, the department will prospectively recommend the proportion of direct student contact hours to be scheduled in each modality (i.e., face-to-face, virtual, group counseling, etc.) for the upcoming Academic Term (See Article 26). Such a recommendation should consider recent student utilization trends. Notwithstanding, in aggregate, virtual hours should be scheduled in approximately the same proportion as that for class sections offered that are fully online.
- (1) Virtual hours should be scheduled in a manner that fulfills program need, meets student demand, and complements the service hours that are scheduled Face to Face (See Article 26).
 - (2) Virtual hours should be assigned only to faculty trained to provide the applicable service through provided district virtual platforms (See 9E.4).
 - (3) In the event that the number of virtual hours available in a given

service area are insufficient to meet the demand of eligible Full-time faculty who desire such hours, the Full-time Counseling faculty in the service area, in consultation with the appropriate dean, may develop a rotational seniority process that ensures that online work assignments are distributed fairly. If the faculty are unable to arrive at a mutually agreeable strategy, Article 10C(a), which describes Rotational Seniority for instructional faculty shall apply.

19E. Minimum Standards for Distance Education Instruction

19E.1 Course Organization and Navigation for Asynchronous classes

In addition to Syllabus requirements stated in Article 9B, any portion of a course taught in Online Asynchronous format shall meet the following guidelines:

- a. Course includes a distinct starting point and instructions on how to begin course.
- b. Instructor contact information is easily located along with response times for email, grade turnaround, and other contact information.
- c. Navigation and content flow are easily determined by students in the class.
- d. Content is organized logically, and follows a consistent layout and structure.
- e. Content is segmented into distinct units or modules, as appropriate.
- f. Course navigation menu is intuitive and only includes items students will use.
- g. Clear due dates for submitting work are posted along with late work policy.
- h. Opportunities for regular and substantive interaction from student to student and instructor to student(s) are provided.
- i. Course design includes instructions for learners to work with content in meaningful ways (e.g. guiding students to take notes during a video, explaining what to look for in an article, etc.)

19E.2 Specific Guidelines for Synchronous instruction

In addition to Syllabus requirements stated in Article 9B, any portion of a course taught in Online Synchronous format shall follow the following guidelines:

- a. The instructor shall provide a courseware shell (e.g. Canvas or the currently employed LMS) for the class, and utilize shell to post important information for the class. In addition, the instructor is encouraged to utilize the course design principles described in Article 19E.1, above, as appropriate.

- b. Instructor uses either camera or other instructional media such as slides or videos during instruction.
- c. Recorded course content used in or saved to course site does not reveal personally identifying information for students in other course sections.
- d. Teaching on Zoom or using other synchronous tools follows best practices and encourages student participation.
- e. Instructor makes every effort to have consistent connectivity.

19E.3 Specific Guidelines for Library

- a. The librarian shall know how to use and access all applicable software and library services and databases
- b. Scheduled orientations shall be delivered synchronously or asynchronously in Canvas course shells at a time chosen by the librarian in consultation with the course instructor
- c. During scheduled librarian work hours, virtual services shall be delivered including appointments and live chat using library applications

19E.4 Specific Guidelines for Counseling

In addition to on-campus student contact, counseling faculty shall service student needs virtually by using the agreed upon platforms:

- a. Counselors shall follow the same protocol for scheduled virtual appointments as for in person appointments.
- b. If no one is waiting for in person services, face to face counselors shall take students waiting for virtual appointments.
- c. While using Cranium Café, or other virtual counseling platform, the counselor shall be logged into the Cranium Lobby, or waiting room, during assigned times and invite students into meetings.
 - (1) Use of conferencing software. Students experiencing technical difficulties with Cranium Café, or other virtual counseling platforms, shall be seen using other conferencing platforms, like Zoom or referred to a phone call if necessary. Counselors shall generate meeting invites and mail to student's Zone Mail account.

During or after an appointment

- a. The counselor shall know how to use and access all applicable software and college databases.
- b. The counselor shall either address all student questions or schedule a follow up appointment.
- c. The counselor shall have familiarity with all transfer patterns, eligibility requirements, including transferrable and non-transferrable courses.
- d. The counselor shall enter data about the appointment in SARS.

19F. Evaluation of Faculty Teaching Distance Education Courses and Performing Other Online Services [Was 10F.3 (a) (h) and (l)]

Instructional Faculty members teaching Distance Education courses [in any of the modalities described in Article 19A.1, with the exception of synchronous courses] shall be evaluated with the negotiated forms for said purpose. (See Appendix ~~Evaluation: Student Response to Instruction Form—Online Class, Evaluation: Observation of Instruction Form—Online Class.~~) Unit members shall be evaluated during the semester in which they teach their first Distance Education course and as prescribed in [Article 14, 15, & 18] thereafter.

Non-instructional counseling faculty members performing remote counseling services shall be evaluated with the negotiated forms for said purpose in the virtual platform being used by the individual counselor. (See Appendix) Unit members shall be evaluated during their first semester of employment and as prescribed in [Article 14, 15, & 18] thereafter.

Librarian faculty members offering remote library orientations are evaluated using forms used for synchronous online evaluations. Librarians performing other library services shall be evaluated using the forms created for library evaluation. [Article 14, 15, & 18]

19F.1 Online Course Evaluation Process and Pay see ~~Article 21C.1g.~~ [Was 10F.3(h)]

- a. These guidelines and specifications shall inform how online courses are assessed, for the purpose of fulfilling the normal Faculty performance evaluations described in Articles 14F, 15F and 18I. It is understood that this process is separate and independent to the CVC-OEI Peer Review described in Article ~~10F.4(f)~~ 19G.2, which fulfills a different purpose. Neither process shall inform the results of the other.
- b. Online Synchronous courses will be evaluated using the Evaluation of Instruction form for Face to Face Classes. (see Appendix)
- c. The pay for an online course evaluation shall be as specified in [Article 21C](#).
- d. An online course evaluation shall normally involve ~~a brief~~ an interactive “tour” of the online class with the evaluatee, as well as an availability for the evaluator to observe the class. By mutual agreement between the evaluator and evaluatee, the tour and follow-up meeting (to discuss the results of the evaluation) may take place virtually. such as ConferZoom, Skype, or similar media. For Asynchronous classes, the tour shall include examples or evidence of regular and substantive interaction and evidence (e.g., feedback on assignments, rubric comments, discussion, and inbox messages), through a sample of course content, that course content is accessible to students with disabilities.

- e. By the end of the second full week of each Fall and Spring Semester, the Vice President, Academic Services at each college shall identify a list of the online unit members to be evaluated and the evaluators and provide the list to the appropriate Administrators and Faculty Association for implementation. The unit members to be evaluated should include Regular (tenured) unit members due for a review [if one (1) of the courses their Peer Review Committee chooses to evaluate is online], Part-time Faculty due for a review [if teaching online], and all Instructional Faculty teaching online for the first time. See [Article 14D](#) for Contract (Untenured) Faculty Evaluation Timeline.
- f. ~~(was 10F.3(b)) The Web Portal shall be available for the Online Instructional Faculty members to be evaluated by the students in the Online classes.~~
- g. It is understood that the college (or District) may need to set a window each semester in which the online course evaluation will be conducted, in order to align with timeline for the deployment of student surveys, and thereby meet applicable faculty evaluation deadlines (Article 14, 15, & 18).

19F.2. Guidelines for Peer Evaluators for Online Asynchronous Classes

(Point a was in original 10F.3(h)(5))**

- a. Qualification as an online evaluator is dependent upon participation in online evaluation training. Training sessions for performing evaluations shall be conducted each semester at each college by the District and the Faculty Association. The Office of Academic Services, in consultation with the Faculty Association, will provide a list of qualified evaluators and make this list available to each division dean and the Faculty Association vice-presidents. ~~the Office of Academic Services.~~
~~Qualification of an evaluator shall follow the terms of Article 19F.1(e) above and is dependent upon the training described therein. Originally 10F.3(l)(1)~~
- b. All Distance Education Instructional Faculty shall be evaluated using the appropriate form for an online class. (See Appendix: Evaluation: Student Response to Instruction Form - Online Class, Evaluation: Observation of Instruction Form - Online Class.) The procedure for accessing the Distance Education class shall be as follows: **Originally 10F.3(l)**
- c. The evaluator shall meet in person or virtually with the evaluatee to become oriented to the course. This meeting shall follow the terms of [Article 19F.1\(c\)](#) above. **Originally 10F.3(2)**
- d. The evaluator shall be added to the course with “~~student access~~” customized Evaluator role or other LMS-specific defined role created for the purposes of course evaluation as opposed to “~~instructor access~~”. The evaluator shall have access to the course site for a maximum of ~~twenty-~~

~~four (24) seventy-two (72) hours unless the evaluatee voluntarily agrees to extend this time limit. At the pre-arranged observation time, the evaluatee will add the evaluator into the course site. The evaluatee will also remove the evaluator using the same method. It is the responsibility of the evaluatee to remove the evaluator's access to the course to meet the agreed-upon time frame for the observation. The evaluatee shall not block access to the course site earlier than twenty four (24) seventy-two (72) hours.~~

Originally 10F.3(3)

- e. ~~The evaluator shall use for the purpose of evaluation~~ course modules, content or lessons that cover a minimum of two weeks' worth of instruction. ~~the equivalent of one (1) weeks 'worth of course content, which may be reflected in one module or whatever reasonable equivalent exists in the specific course.~~ The observation report shall be focused on this unit one week or module.
- f. The evaluator shall be provided access to the welcome message, home page, introductory content such as a "Start Here" page, and any orientation module of the course, as well as course syllabus, discussion boards, and relevant exams as well as any other relevant materials related to student learning for the week or module being observed. It is assumed that the evaluator shall have access to all general course information available to students in the course menu. **Originally 10F.3(4)**

19G. ~~Participation in the CVC-OEI Consortium (Was 10F.4)~~

~~In consideration of Faculty participation in the implementation of the OEI exchange, it is agreed as follows:~~

~~a. Faculty Creating or Preparing Courses for the OEI Course Exchange:~~

~~One (1) or more Faculty at each campus will volunteer to complete the course alignment peer review process, with the first course(s) available for enrollment no sooner than in Spring 2019. Participation in the course exchange is voluntary and instructors will decide whether they wish to undertake the substantial effort required to align their class(es) with the OEI Course Design Rubric.~~

~~The OEI determines eligibility of courses for the exchange and thus the review process. As of June 2018, ADT, IGETC, and CTE classes are eligible; each class must be fully online and have been taught in Canvas at least one (1) Term prior to becoming eligible to submit for review.~~

~~b. The District shall earmark the balance of the \$150,000 allotted to the Canvas conversion in the Memorandum Of Understanding (MOU) dated September 2016 as initial funding to pay Faculty who elect to complete the OEI course exchange review and alignment process. These funds will be divided equally between the two campuses for the period of the contract. After June 30, 2022, any unspent funds will be available for use to~~

either campus, within the guidelines of the September 2016 MOU.

~~To be eligible for compensation under this provision, the course has to be eligible for the OEI exchange.~~

~~(1) For aligning an existing Canvas course with the OEI rubric and approval for the exchange, Faculty members will be paid thirteen (13) hours at the “F” Hour rate. Each Faculty member will be eligible to receive the compensation for the initial completed and aligned course. Each subsequent class aligned by the same instructor will be paid seven (7) hours at the “F” Hour rate.~~

~~(2) Faculty will be paid when the course is aligned to the CVC-OEI Course Design Rubric as determined by the CVC.~~

~~(3) Faculty who have created a fully aligned OEI course are guaranteed the right to teach a section of this course for the two (2) Terms when it is next offered on the course schedule, and when it is available based on the provisions of this Agreement. In the event that another instructor is already assigned a section of this course to be taught on the OEI exchange, and it is within the guaranteed two (2) assignments described above, then the instructor who was subsequently approved will receive an assignment only as it is available or after the guaranteed two (2) assignments are given to the initial instructor.~~

~~(4) Faculty will have full academic freedom in development of their course(s). Completed course(s) will be the intellectual property of the instructor in accordance with [Article 27A.1](#).~~

19G. Participation in CVC-OEI [Was 10F.4]

19G.1 CVC-OEI course alignment and assignment to unit members

Faculty will submit an application to convert courses by their discipline for OEI exchange online instruction on a voluntary basis. Applications will be approved by the appropriate Administrator at the Administrator’s sole discretion after consultation with the discipline coordinator and the Vice President of Academic Services. ([See Appendix](#): Online Education Initiative (OEI) Course Alignment Application [for Payment] Form.) (Was 10F.4(c))

- a. Since CVC-OEI course alignment is a combination of course and instructor being approved for the exchange, CVC-OEI courses are not subject to bumping as described in [Article 9A.3b](#). (Was 10F.4(d))
- b. In the event that multiple CVC-OEI aligned sections of a course are available, course assignments shall be made according to the provisions of Article 9A and [Article 18B](#). CVC-OEI aligned courses can be assigned according to the appropriate Administrator’s discretion over and above allotment described in [Article 18B.1g](#). Only the unit member who aligned the course is eligible to teach the course. (Was 10F.4(e))

19G.2 Peer Online Course Review (POCR) [From 10F.4(f)]

POCR and alignment with the CVC-OEI Rubric is required for a course to be offered as quality reviewed on the CVC-OEI exchange.

Faculty peer reviewers will be identified and trained to review courses for alignment to the CVC-OEI exchange. ~~These individuals~~ POCR reviewers will complete peer review training as described in the CVC-OEI process.

- a. The peer review process is not part of Faculty evaluation and will not be considered in the College's Faculty Evaluation Process.
- b. POCR lead reviewer compensation will be twelve (12) F Hours for each course review, unless review compensation is part of the Faculty member's pay.
- c. ~~Total e~~Compensation available for the second peer reviewer as described in the CVC-OEI process will be five (5) "F" Hours per evaluation, unless review compensation is part of the Faculty member's pay.
- d. ~~Training and Support. Faculty members are encouraged to participate in training and support as they prepare courses for the OEI exchange and alignment with the OEI Course Design Rubric.~~

~~Nothing above is intended to limit Faculty from obtaining support through Professional Development for matters related to online instruction, or to limit the use of FLEX resources to provide additional workshops and participation support related to the implementation of the OEI Course Exchange. (Was 10F.4(g))~~

- e. ~~Change in Regulations from the CVC-OEI. In the event that there is a change in the regulations for OEI consortium participation or course enrollment from the CVC-Online Education Consortium, the Faculty Association and the District agree to meet and negotiate the impact effects of any relevant changes. (Was 10F.4(h))~~

19H. Role of Las Positas Distance Education Committee (DE) and Chabot Committee on Online Learning (COOL) [MOU dated 12/21/2021]

Faculty members who have not taught a DE or COOL reviewed online course in a prior semester or have taught a CVC-OEI aligned class, or attained the @ONE online teaching certification— must engage the COOL/DE review process prior to the first day of instruction for their particular assignment(s). If the unit member has completed DE instruction elsewhere, they can apply for exemption from this requirement. (See Appendix)

19H.1 Specific Provisions at the Colleges

- a. Las Positas College. Engagement with the review process means either starting work on the Online Course Development Program (OCDP) by the first day of classes, with the goal of completing it during the current semester, or, if the OCDP is not completed, completing a DE course review before the end of the current term.
- b. Chabot College. Engagement with the review process means completing the COOL Online Teaching Plan (OTP) for new courses for the same instructor. It is expected that the COOL review process will be completed during the same semester.

19I. HyFlex Instruction

19I.1 Training and Compensation

- a. HyFlex assignments are voluntary and require training provided by the college.
- b. The method for notifying the dean of interest in a HyFlex assignment shall follow that described above in Article 19.D for Full-time unit members, and shall be indicated on the Part-time Preference Form for part-time unit members.
- c. The District shall provide adequate training, along with logistical, instructional, and technical support to faculty teaching a course in HyFlex modality to ensure proficiency, including accessibility and accommodations.
- d. Unit members who are trained in Hyflex instruction will be compensated 15 F hours. Compensation will be triggered when a unit member creates their first HyFlex course and subsequently performs a Hyflex assignment.
- e. No part of the video or audio recording or livestream may be used as part of the faculty member's evaluation process.
- f. Instructors in the HyFlex modality are required to hold all class meetings on campus in the originally scheduled location regardless of student attendance patterns.
- g. Instructors may choose to offer both synchronous and asynchronous modalities following the specific guidelines in 19E.1 and 19E.2.

Other references to DE in Article 10

~~Distance Education~~ [Was 10D.1j]

~~All Distance Education courses being taught for the first time by a particular Instructional Faculty unit member or being taught in a Distance Education format for the first time or being taught for the first time in either of the colleges must be submitted for approval to the appropriate College Curriculum Committee and any additional committee as required by the specific college.~~

~~Distance Education Courses~~ [Was 10D.3a(5)]

~~If the primary mode of instruction of a course is via Distance Education, the Instructional Faculty member may conduct the required office hour for the course via Distance Education (see [Article 10F.](#)) for Distance Education definition). Up to a maximum of three (3) office hours per week for those Instructional Faculty members providing sixty percent (60%) or more of Instructional Load via Distance Education are permitted. Distance Education office hours shall be posted online and outside the Instructional Faculty member's office.~~

ARTICLE 20

EMPLOYEE BENEFITS

TENTATIVE AGREEMENT

20A. Group Insurance Benefits For Eligible Unit Members

20A.1 Group Plan Coverage

The District shall provide all eligible³ Contract, Regular and Temporary Leave Replacement (TLR) unit members and their dependents with medical, dental and vision coverage. Part-time unit members shall be provided medical benefits according to [Article 20A.6](#). The District shall also provide life insurance and income protection plans to all eligible unit members.

- a. The Faculty Association and the District agree to meet regarding cost containment of benefits.

Open enrollment for selection of health plans shall last for thirty (30) days unless negotiated otherwise by the District and the Faculty Association.

- b. In addition, the District shall provide a pre-tax salary deduction program [Internal Revenue Service (IRS) 125 Plan] subject to IRS approval for the purpose of:

- paying for dependent care, which includes childcare for eligible dependents as defined by the IRS;
- health plan premiums;
- other approved health-related expenses; and
- use of public transportation and related parking expenses for commuting to and from work.

Subject to IRS approval, the maximum amount that a unit member may have deducted for Part One is \$5,000 in a Plan Year, and Part Three shall be limited to \$3,000 (prior to 2017); and \$2600 (2017) for the Plan Year, though the amounts shown are subject to change pursuant to the Health Care Reform Act of 2009. Contact the Office of Human Resources for health-related and dependent care expenses. Contact Payroll Office for public transit.

The District shall provide all unit members with a minimum thirty (30) day notice of the annual application deadline for these pre-tax salary deduction programs. This notice shall be provided via U.S. Mail.

- c. **Medical Coverage**

The District and the Faculty Association agree to health and benefit plans as follows:

³*For unit members with less than 100% contract, see Articles [20A.2](#) and [20A.4](#).*

(1) **“High Health Maintenance Organization (HMO)” Coverage:**

Defined as the coverage level provided to unit members (copays \$5 for office visits, and \$5 generic/\$15 non-generic for prescription drugs) unless modified by agreement of the District and Faculty Association. Unit members will contribute the following amounts for this level of coverage, up through and including Year 2019-20 in the amounts shown below:

Note: If no generic drug is available the unit member has to pay the brand drug rate.

Monthly Premium Contributions for Kaiser “High HMO”

Copays: Doctor Visits: \$5; and Rx: \$5 Generic/\$15 Brand

Coverage	2019-20 2022-2023
EE	\$60
EE + 1	\$120
Family	\$180

Monthly Premium Contributions for Anthem Blue Cross “High HMO”

Copays: Office Visits: \$15 and Rx: \$15 Generic/\$25 Brand

Coverage	2019-20 2022-2023
EE	\$102
EE + 1	\$204
Family	\$306

- (2) **“Low HMO” Coverage:** The District shall also offer unit members an alternate HMO plan for the carriers shown above. Premium contributions shall be no more than sixty percent (60%) of the amounts shown in section 1, above, for each carrier; however, the plans will carry greater copays for doctor visits and prescription drugs. Basic characteristics of the plans are shown below for 2019-2020. The plan coverage will be as shown below, unless otherwise negotiated by the District and Faculty Association.

Target Monthly Premium Contributions for Kaiser “Low HMO”

Copays: Office Visits: \$20; Rx: \$10 Generic/\$20 Brand

Coverage	2019-20 2022-2023
EE	\$24
EE + 1	\$48
Family	\$72

Target Monthly Premium Contributions for Anthem “Low HMO” Anthem
“Low HMO” is initially the “Value HMO” offered to Administrators Office
 Visits: Initially \$30 Primary Care/\$40 Specialist
 Prescription Drugs: Initially \$5 Generic/\$15 Brand

Coverage	2019-20-2022-2023
EE	\$60
EE + 1	\$120
Family	\$180

- (3) **Anthem PPO Coverage:** This District shall continue to offer the Anthem Blue Cross PPO. The copays and deductibles for this plan shall be commensurate with those in effect 2010-11. The unit member selecting this plan shall contribute an amount equal to the difference between the PPO premium, and the full Anthem “High HMO” premium.
- d. **Dental and Vision Coverage:** The District shall continue to pay the premiums for dental and vision plans for Regular, Contract, and Temporary unit members, providing coverage commensurate to the plans in effect during Academic Year 2010-11. Notwithstanding, the District will offer an enhanced dental plan with a higher cap on annual benefits, with the understanding that the unit member selecting that plan will pay the additional cost in premiums.

20A.2 Group Plan Eligibility For Contract, Regular, And Temporary Leave Replacement (TLR) Unit Members

Contract, Regular and Temporary Leave Replacement (TLR) unit members who are in positions requiring certification qualifications, and who are fifty-percent (50%) of the service assignment of a Full-time unit member in a similar or related position for a period of one semester or more, shall be eligible for group benefits cited in [Article 20A.1a.](#) and [Article 20A.1b.](#), providing said eligible unit members are deemed eligible pursuant to the terms and conditions of the policy or plan. Also see [Article 20A.4](#) governed by the eligibility and registration requirements.

20A.3 Domestic Partners

For purposes of this Article, the term “domestic partners” shall be defined to include those individuals who meet the requirements for domestic partnership which are set forth in California Family Code Section 297.

The District shall conform to all State and/or Federal laws regarding domestic partnerships. In order to conform to said laws, the unit member and/or retiree must file with the Secretary of the State of California a Declaration of Domestic Partnership as stated in Family Code Section 297. Active unit members who wish to cover a domestic partner on insurance plans offered by the District must also file with the State of California unless they do not qualify under State guidelines. In these instances, the unit member will file an Affidavit of Domestic Partnership with the District. [See Appendix:](#) Domestic Partnership: Affidavit.

Eligible benefits will be provided in the event a unit member retires to another state and maintains documented eligibility consistent with the California Family Code Section 297.

a. Eligibility for Benefits

Domestic partner benefits are available as provided by law to registered domestic partners. Benefits will be provided to the eligible dependents of registered partners as provided by law and the health benefit plans. Benefits consist of medical, dental and vision benefits only. Active unit members granted Domestic Partnership before August 2006 includes heterosexual couples. Effective August 2006, new Domestic Partnerships shall be limited to and governed by the eligibility and registration requirements of the State of California.

b. Documentation

Both the unit member and the domestic partner must attest to certain facts by completing and signing the Affidavit, which implies an Affidavit of mutual responsibility. This Affidavit may have potential legal implications under California law, which has recognized that non-marital cohabiting couples may privately contract with respect to the financial obligations of their relationship. The requirement of an Affidavit shall be waived for unit members who are registered as Domestic Partners with the State of California and provide a copy of this documentation to the District.

The District may, at its discretion, require supportive documentation satisfactory to the District concerning the eligibility criteria and assertions contained in the Affidavit.

The administrator of any benefit plan at issue will be the sole and final judge of whether a domestic partner is qualified for benefits.

An “Affidavit for Enrollment of Domestic Partners” is contained in [Appendix](#): Domestic Partnership: Affidavit.

c. Affidavit of Proof

Domestic partners shall prepare an Affidavit of Proof for the District. This requirement of an Affidavit of Proof shall be waived for domestic partners who provide a copy of a valid State of California Domestic Partner Registration. Unit members who marry in the future shall similarly provide a copy of a Marriage Certificate.

20A.4 Period Of Coverage And Payment Of Premiums

a. Eligibility: One Hundred Percent (100%) Contract, Regular, and Temporary Leave Replacement (TLR) Faculty

Contract, Regular and Temporary Leave Replacement (TLR) unit members with a one hundred percent (100%) contract shall be entitled to group benefits for the entire Fiscal Year, at the District’s contribution level as specified in [Article 20A.1](#) above. Contract and Regular unit members employed for less than an Academic Year shall be entitled to group benefits

for the actual period of employment.

b. **Eligibility: Less Than One Hundred Percent (100%) Contract, Regular and Temporary Leave Replacement (TLR) Faculty**

Contract, Regular and Temporary Leave Replacement (TLR) unit members with less than a one hundred percent (100%) Contract, who are not on Pre-retirement Reduction of Annual Workload, shall have their benefit entitlement pro-rated in accordance with items (1) and (2) below. If a unit member is on Pre-retirement Reduction of Annual Workload, he/she shall receive full benefits in accordance with [Article 19A.4b.](#)

(1) **Full Year.** Eligible Contract, Regular, and Temporary Leave Replacement (TLR) unit members (see definitions in [Article 1C.1a-c.](#)) who are employed fifty percent (50%) or more for the full Academic Year may choose to accept one or more group benefits and shall be entitled to the selected benefits for the entire Fiscal Year, but shall only be entitled to the percentage of District contribution for the plan in which they are enrolled in the same ratio as their actual service assignment bears to a Full-time [one hundred percent (100%)] assignment, with the unit member's share to be paid by personal payroll deduction.

(2) **Partial Year.** Eligible unit members employed for fifty percent (50%) or more for a period of less than an Academic Year, (two complete semesters) may choose to accept one or more group benefits for the entire Fiscal Year, but shall only be entitled to the percentage of District contribution for the plan in which they are enrolled in the same ratio as their actual service assignment bears to a Full-time [one hundred percent (100%)] assignment, with the unit member's share to be paid by personal payroll deduction.

c. **Cash in Lieu of Medical Benefits**

Should the eligible Full-time unit member choose not to accept any medical plan as provided by the Board of Trustees in accordance with the law, the District shall offer the unit member four hundred dollars (\$400) per month.

d. **Exemptions to Benefits**

Contract, Regular, and Temporary Leave Replacement (TLR) unit members employed for less than fifty percent (50%) of the service assignment of a Full-time [one hundred percent (100%)] employee, or for a period less than a complete Academic Semester, shall not be entitled to group benefits.

e. **Leaves of Absence and Separation from District Service**

A Consolidated Omnibus Budget Reconciliation Act (COBRA) option shall be made available to any Full-time or Part-time unit member who is enjoying health and welfare benefits, at the time his/her eligibility for said benefits is temporarily or permanently discontinued.

20A.5 Other Conditions Related To Benefits

a. Effect of a Leave of Absence on Benefits

Unit members who are granted Leaves of Absence Without Pay in excess of thirty (30) calendar days in any Academic Year shall not be entitled to the extension of health and welfare benefits during the inclusive dates of these Leaves of Absence, unless specifically granted elsewhere in this Agreement. These unit members, however, may choose to continue their enrollment in existing group insurance plans at the unit member's own expense. If the Leave of Absence Without Pay reduces a unit member's time assignment to less than Full-time (100%), but equal to or greater than fifty-percent (50%) of a similar or related Full-time (100%) position, the unit member shall only be entitled to the percentage of District contribution in accordance with the ratio established. See [Article 20A.4b.](#) above for partial contracts.

b. Effect of Reduction in Workload on Benefits

If a unit member is specifically requested by the Chancellor to accept a reduction in service assignment, he or she may continue to receive the group insurance benefits on record immediately prior to said reduction in service assignment.

c. Timing of Benefits

Group benefits shall become effective as of the first day of the calendar month following the month in which service to the District first begins. Group benefits for unit members whose service ends during or at the end of the Academic Year or who are granted a Leave of Absence Without Pay in excess of thirty (30) calendar days shall terminate at the end of the calendar month during which the service ends or the Leave of Absence begins. Unit members who terminate their employment after working a complete Academic Year shall have their benefits continue at the same rate through June, unless they are on a Temporary Leave Replacement (TLR) and are returning Part-time, in which case their benefits shall continue in July and August, and the Part-time unit member shall pay the proportionate premium.

d. Unit Members Employed Pre-July 1, 1972

Unit members employed prior to July 1, 1972, who were employed one half-time ($\frac{1}{2}$) or more and for a period of at least one (1) full Quarter in the Academic Year shall continue to receive those group benefits on record as of June 30, 1972, with the same degree of participation in premium costs as provided in [Article 20.A.1](#) above.

20A.6 Medical Benefits For Part-Time Unit Members

a. Eligibility

The District shall provide medical benefits to each qualified Part-time unit member as specified in this Article. A qualified Part-time unit member is one who:

- (1) worked forty percent (40%) of an annual Full-time equivalent Load

[twelve (12) Calculated A Hours (CAHs)] or more during the Academic Year prior to receiving benefits, including any service on a Full-time basis, and Summer Session service;

- (2) had affirmed via a signed affidavit that he/she has no other access to medical insurance where all or part of the premium is paid through some other source; and
- (3) had approval of this arrangement by the carriers.

b. Medical Plan

Each qualified Part-time unit member and his or her eligible dependents are eligible to enroll in the District's Kaiser Foundation Health Plan at the "High HMO" or "Low HMO" level. The Part-time unit member must enroll annually. [See Appendix: Medical Benefits - Enrollment Form for Part-time Faculty](#) (Note: This form is only available during enrollment periods.).

There will be two (2) enrollment periods: Fall and Spring Semester. Only those Part-time unit members who became eligible in the Spring may enroll in the Spring. Notwithstanding, unit members who have a "qualifying event" as defined by the District and Insurance Carriers may also enroll in the Spring.

c. Premium Payment

Premium payment shall be dependent upon the Part-time unit member's annual Load in the prior Academic Year and be subject to the following conditions:

- (1) **Program Payments.** The program shall be dependent upon the continuation of funding as described in Education Code Sections 87860 through 87868 whereby the State pays up to one-half (½) of the District's total cost, provided that the amount claimed by all districts in the State does not exceed the funding provided in the California State Budget.

Unit Members with Loads of forty percent (40%) or more, who meet the criteria of Section (a) above, shall be eligible for a fifty (50%) a pro-rata share of the total premium amount paid by the District for the Kaiser "High HMO" or "Low HMO" plan defined in [Article 20A.1](#). The eligible unit member shall be responsible for fifty (50%) percent of the total premium cost of the Kaiser plan chosen. If State funding is less than fifty percent (50%), the District shall contribute the same percentage as the State provides. If a change occurs in the State funding to the District for this program, both the District and the Faculty Association agree to re-open negotiations on the program.

In recognition of the ongoing dollars provided in the State's fiscal year 2022-23 enacted budget within the Part-time Faculty Health Benefits fund, the District and Faculty Association agree to work on potential benefit enhancements for Part-time faculty once the parameters of the program become clear. Such discussions will take

place in a manner in which any benefit changes for Part-time faculty would go into effect as mutually agreed upon.

Insofar as guidance is promulgated by the State in time to implement benefit enhancements prior to the open-enrollment period for Spring Semester 2023, the District and Faculty Association shall make a good-faith effort to do so.

- (2) **Monthly Premium Deductions.** All monthly premium payments for medical benefits will be deducted directly from the unit member's monthly paycheck. Unit members are required to sign an agreement authorizing the District to deduct money owed from their paychecks. For the months the unit member does not receive a monthly paycheck, the unit member will reimburse the District by personal check or money order, which will be due on the tenth (10th) day of the following month. If the premium payment is not received by the tenth (10th) day of the following month, the District shall cancel the unit member's medical benefits.
 - (3) **Premium Billing.** The District will bill for the collection of premiums due in excess of the District contribution as referenced in [Article 20A.6c](#). If the premiums due are not received by the tenth (10th) day of the month following notification that past due premiums are owed, the District shall cancel the member's medical benefits and proceed to collect past due premiums. Unit members will be billed for the collection of past due premiums and, if not fully paid within thirty (30) days from the date of notification, will be debited from future earnings or via other collection remedies.
 - (4) **Payroll Deductions.** Payroll deductions begin no later than the month preceding the effective date of coverage. The District shall notify eligible Part-time Faculty of the process to apply for benefits and applicable deadlines two months prior to the coverage's effective date.
 - (5) **Continuity of Benefits.** Part-time Faculty receiving benefits are eligible for continuous benefits until the following Fall open enrollment.
- d. **Continuing Eligibility and Cessation of Eligibility**

Continuing eligibility shall be determined annually for the period September 1 through August 31 based upon the Part-time unit member's assignment during the prior Academic Year.

Eligibility shall cease if:

- (1) the unit member's Load for the prior Academic Year is less than forty percent (40%); or
- (2) the individual is no longer employed by the District.

Notwithstanding the above, if the Part-time unit member participating in District coverage has a break in service lasting one (1) year or less for the purposes of accepting a TLR or other temporary academic appointment

(e.g., Fulbright Scholarship), their eligibility for District coverage will reinstate upon their return to District service. Upon return to service, eligibility shall be subject to provisions of Article 20A.6 and the amount of load the unit member was teaching in their last academic year.

e. **Consolidated Omnibus Budget Reconciliation Act Rights (COBRA)**

Should coverage cease, the Part-time unit member is eligible for COBRA Rights.

f. **Domestic Partner Rights**

The District and the Faculty Association agree that domestic partners shall be included under this Article.

20B. Group Medical Insurance For Retirees Hired Before April 1, 1986

[See Appendix:](#)

Retiree Medical Benefits: Letter From Charlotte Lofft,

Retiree Medical Benefits: Letter From Susan Cota.

20B.1 Definition Of Retired Employee

A “retired” employee shall be defined as one who has retired from District service and who is eligible for or is receiving a retirement allowance from the California State Teachers’ Retirement System (CalSTRS) or the California Public Employees’ Retirement System (CalPERS). This means that to be a “retired” employee from the District, and eligible for District retiree benefits as set forth in this Agreement, a unit member does not have to be retired from either the California State Teachers’ Retirement System (CalSTRS) or the California Public Employees’ Retirement System (CalPERS).

20B.2 Length Of Service Requirement For Eligibility

For unit members employed before April 1, 1986, the District will pay the full cost of the District’s medical insurance plan(s), [including the Preferred Provider Organization (PPO) plans], notwithstanding that active unit members may pay a share of the premiums for similar plans, for each unit member and spouse or approved domestic partner according to [Article 20A.3](#) following retirement of the member provided that the employee has rendered Full-time Service to the District at the age of retirement, including the five (5) years immediately preceding retirement, as follows:

Age at Retirement	Full-time Service
55 Years	15 Years
56 Years	14 Years
57 Years	13 Years
58 Years	12 Years
59 Years	11 Years
60 Years	10 Years

a. **Effect of District Approved Leave of Absence**

A District-approved Leave of Absence, granted in a single Board of Trustees action to a maximum of two (2) Academic Semesters within the past five (5) years, shall be computed as fulfilling one (1) year of Full-time required service.

b. **Preservation of Right: Impact of Future Benefit Elimination for Active Staff**

If the District and the Faculty Association agree in the future to eliminate health benefit coverage for active staff, this retiree right will be preserved for unit members hired before April 1, 1986.

c. **Impact of Pre-Retirement Reduction in Load** see [Article 20C.2f](#).

20B.3 Length Of Benefit

An eligible unit member or eligible retired unit member hired before April 1, 1986 has a vested right to deferred compensation in the form of premium-free retirement medical benefits that will continue during the life of the retiree. Upon the death of the retiree, the retiree's spouse or approved domestic partner may continue group coverage at his/her own expense and with advance payments as determined by the District.

a. **Surviving Spouse or Approved Domestic Partner Rights**

If two (2) Chabot-Las Positas Community College District retired individuals are married and one (1) passes away, then the surviving retiree is only eligible for those benefits that he/she had earned under his/her own service.

20B.4 Coverage For Eligible Dependents Other Than Spouse

The retired unit member may pay the additional premium(s) necessary to provide coverage for eligible dependents other than his/her spouse or approved domestic partner.

20B.5 District Coverage Limits

The District medical plans will be limited to the coverage provided for active staff in the case of retirees under sixty-five (65) years of age, or to the premiums which will replace or supplement Medicare, for retirees sixty-five (65) years of age or older. Retirees eligible for Medicare must enroll in all parts for which they are eligible.

a. **Notice of Intent to Retire**

When an eligible unit member notifies the District of his/her intent to retire, the District will provide the unit member with information relating to retirement benefits. At the time of retirement, the retiree must be enrolled in a District group medical insurance plan and eligible for continuance under any special requirements which are a part of that plan.

An eligible unit member who provides notice of his/her intent to retire shall begin receiving the retiree benefits to which he/she is entitled under this

Agreement upon the earlier of the following:

- (1) the effective date of the retirement; or
- (2) July 1 of the summer immediately following the unit member's last Academic Year of service.

b. Enrollment in Medicare Parts A, B and D

Retirees eligible for Medicare must also enroll in Parts A, B, and D. When a retired unit member or spouse or approved domestic partner who has been determined to be Medicare eligible reaches the age of sixty-five (65), it is understood that he/she must enroll in Medicare Parts A, B, and D during his/her initial enrollment period as specified by the Social Security Administration. To be eligible for the District paid Medicare Risk Health Maintenance Organization (HMO) or the Medicare Supplement Preferred Provider Organization (PPO), the retiree or spouse or approved domestic partner must enroll in the District program at the time of enrollment in Medicare Parts A, B, and D. The District will cover the cost of Parts B and D. The District will reimburse the retiree cost of Medicare Parts B and D monthly. If the retiree and/or his/her spouse or approved domestic partner is ineligible, he/she must show proof of the ineligibility.

c. Additional Plan Options

Effective July 1, 2012, the District will offer additional options to the Preferred Provider Organization (PPO) plan for retirees living out of state. Thereafter, the District will investigate additional alternatives to the PPO plan for retirees who live in the State of California, but outside the District's medical plan service area.

20B.6 Changing Insurance Plans

Medical insurance plans can be changed from one company to another by the retiree once during the annual open enrollment period established in the District. The District agrees to notify all retirees by U.S. Mail of the annual open enrollment period at least thirty (30) days before the commencement of said period. Changes between companies for retirees will be subject to the policies in effect at that time by the insurance companies providing medical coverage.

20B.7 Requirement To Enroll In Plan At Time Of Retirement

At the time of retirement, the retiree must be enrolled in a District group medical insurance plan and eligible for continuance under any special requirements that are a part of that plan.

20B.8 Effect Of Absence On Retirement Benefits

Regular unit members who are absent because of injury or illness, and who have (1) exhausted all paid leave, (2) are on Leave of Absence Without Pay, and (3) are eligible for Group Medical Insurance for Retirees, shall continue to receive medical benefits without a break in coverage, so long as all of the aforesaid conditions still apply.

20B.9 Effect Of Pre-Retirement Reduction Of Annual Workload

Unit members on Pre-retirement Reduction of Annual Workload shall receive Full-time service credit under [Article 20B.2](#) as if they were working Full-time.

20B.10 Dental And Vision Coverage

Effective July 1, 2012, the District shall offer retired Regular unit members the opportunity to participate in the District's group dental and vision plans subject to plan provisions. The retiree shall be responsible for the full cost of the total actual premiums.

20B.11 Out-Of-Country Retirement Medical Coverage For Eligible Retirees

This Article only applies to Unit Members Employed Before April 1, 1986.

a. Election and Conditions:

- (1) This option may be elected solely at the discretion of the retiree. It is available to all eligible current and former retirees any time they permanently move outside the U.S. where no current District retiree medical coverage exists;
- (2) The retiree must state in writing to the District that permanent residence is being taken outside the country at least sixty (60) days before the move occurs;
- (3) It is the retiree's sole responsibility to arrange for a personal (plus spouse or approved domestic partner) medical coverage policy with a foreign carrier. The District is not required to help in this search and is not responsible for the performance of the policy selected by the retiree;
- (4) A contract for the medical coverage must be sent to the District before any payments for the coverage are made. The contract must state the monthly premium rate for a period of one (1) Fiscal Year; and
- (5) The policy and payment method must be constructed in a way that prevents the District from incurring any tax liability [Internal Revenue Service (IRS) or otherwise]. IRS regulations preclude payment being made to the retiree. Payment must be made directly to the medical carrier.-

b. District Responsibility:

- (1) The District will pay to the retiree's foreign medical carrier a monthly, quarterly, or annual amount up to the maximum monthly, quarterly, or annual amount that is paid to a carrier for working members of the bargaining unit at the time the coverage is initiated; and
- (2) If the cost of the foreign medical coverage contract is not stated in U.S. currency, the monthly, quarterly, or annual premium to be paid by the District may be paid directly to the foreign policy carrier by check, credit or debit card, or Electronic Funds Transfer (EFT) in an amount equivalent to the U.S. currency amount. shall be calculated based upon

~~the foreign exchange rate on the day of receipt of the contract at the District Office. This fixed monthly payment shall be made by check directly to the foreign policy carrier on a monthly or quarterly basis (at the District's discretion) in U.S. funds and will not change for the duration of the one (1) Fiscal Year contract~~

c. Retiree's Responsibility:

- (1) The retiree will be responsible for any exchange rate fluctuations that directly cause a diminishment to the funds received by the foreign carrier from the District. In such event, the retiree and will have to personally pay the difference between the exchanged funds received by the foreign carrier from the District and the cost of the policy;
- (2) The retiree must notify the District in writing each calendar quarter that he/she is in need of continuing medical coverage. Failure to provide this notification will cause the District to withhold payment to the foreign policy carrier until said notice is received;
- (3) If the retiree wishes to change to a different foreign medical carrier, all the requirements and conditions noted above in [Article 20B.11 a-c](#). must be satisfied under the new coverage policy before the change can occur. Changes can only be made during open enrollment periods or when the existing policy is no longer available;
- (4) If the retiree wishes to return to the U.S. as a permanent resident, written notice of such intent must be received by the District. The retiree will be allowed back into the plan within thirty-one (31) days of losing his/her other coverage and choose among policies available to retirees under the conditions of the current Contract with the bargaining unit; and
- (5) Unit members employed on or after April 1, 1986 will not be eligible for coverage as set forth in this Article.

20C. Group Medical Insurance For Retirees Hired On Or After April 1, 1986 Through December 31, 2012

[See Appendix:](#)

Retiree Medical Benefits: Letter From Charlotte Lofft,

Retiree Medical Benefits: Letter From Susan Cota.

For unit members hired after the date referenced above, see [Article 20D](#).

20C.1 Definition Of Retired Employee

A "retired" employee shall be defined as one who has retired from District service and who is eligible for, or is receiving a retirement allowance from the California State Teachers' Retirement System (CalSTRS) or the California Public Employees' Retirement System (CalPERS). This means that to be a "retired" employee from the District, and eligible for District retiree benefits as set forth in this Agreement, a unit member does not have to be retired from

either the California State Teachers' Retirement System (CalSTRS) or the California Public Employees' Retirement System (CalPERS).

20C.2 Eligibility And Level Of Coverage

Effective January 1, 1998, all eligible unit members employed on or after April 1, 1986, shall be able to participate in District group medical retirement benefits under the conditions stated in Articles [20C.3](#) - [20C.9](#), and [20C.11](#) below, subject to the following understanding:

a. Notice of Intent to Retire

When an eligible unit member notifies the District of his/her intent to retire, the District will provide the unit member with information relating to retirement benefits. At the time of retirement, the retiree must be enrolled in a District group medical insurance plan, and be eligible under any special requirements which are part of that plan.

An eligible unit member who provides notice of his/her intent to retire shall begin receiving the retiree benefits to which he/she is entitled under this Agreement upon the earlier of the following:

- (1) the effective date of the retirement; or
- (2) July 1 of the summer immediately following the unit member's last Academic Year of service.

b. Impact of Change of Carriers and/or Plans

Both the District and the Faculty Association recognize that carriers, plans, and coverage available to retirees may change in the future. Retirees will be allowed to continue enrollment in District plans that are available to active employees at any time in future years, subject to any restrictions imposed as stated in Article 20C.2a above. It is understood that if in some future Fiscal Year any of the current carriers are changed, the District does not have an obligation to replicate the coverage provided by a lost carrier. Additionally, both parties understand that the District's obligation does not include maintenance of a particular coverage that was available when the retiree left the District.

c. Length of Service Requirement for Eligibility

It is understood that all retirees must meet the same conditions for continuous service before retirement as set forth in [Article 20B.2](#) in order to qualify for District group medical benefits, namely, that the employee has rendered Full-time service to the District at the age of retirement, including the five (5) years immediately preceding retirement, as follows:

Age at Retirement	Full-time Service
55 Years	15 Years
56 Years	14 Years
57 Years	13 Years
58 Years	12 Years

59 Years	11 Years
60 Years	10 Years

d. Effect of District Approved Leave of Absence

A District-approved Leave of Absence granted in a single Board of Trustees action to a maximum of two (2) Academic Semesters within the past five (5) years shall be computed as fulfilling one (1) year of Full-time required service.

e. Preservation of Right

It is understood that if the District and the Faculty Association agree in the future to drop medical benefits for active staff, this retiree right will be preserved for Faculty eligible for retiree coverage under [Article 20C](#).

f. Impact of Pre-Retirement Reduction of Annual Workload

Unit members on Pre-retirement Reduction of Annual Workload shall receive Full-time Service Credit under [Article 20C](#) above as if they were working Full-time.

20C.3 Coverage Limits For Eligible Retirees Under The Age of Sixty-Five (65)

a. Limits on District Premium Payment

The District’s premium payment for health benefits for a retiree under this Section shall be limited to the cost of coverage equivalent to the most expensive Health Maintenance Organization (HMO) plan available to active employees during any particular Fiscal Year. The cost to the retiree is based on the retiree’s premium rate.

b. District Share of Premium

The District contribution toward group medical coverage for the retiree and spouse or approved domestic partner, until the affected retiree or spouse or approved domestic partner reaches sixty-five (65) years of age or otherwise becomes eligible for Medicare coverage, shall be limited to a percentage of the maximum health benefits contribution to premiums as cited in Article 20C.3a above. This percentage is determined from the table shown below.

This table, based upon Years of Service in the District and age upon retirement, shows the percentage of the premium to be paid by the retiree. Beginning July 1, 2002, the retiree’s co-payment shall continue at this percentage level until the retiree reaches age sixty (60) or age of retirement, whichever is later, at which time the premium cost to employee shall freeze and remain at that maximum amount not to be increased. Any required co-payments must be made in advance to the District in order for coverage to continue.

Schedule of Percentage Premium Contribution

For HMO-level Coverage for Retirees Not Yet Eligible for Medicare
Years of Service

		10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
Age	55	X	X	X	X	X	75	70	65	60	55	50	45	40	35	30	25	20	15	10	5	0
When	56	X	X	X	X	75	70	65	60	55	50	45	40	35	30	25	20	15	10	5	0	0
Retire-	57	X	X	X	75	70	65	60	55	50	45	40	35	30	25	20	15	10	5	0	0	0
Ment	58	X	X	75	70	65	60	55	50	45	40	35	30	25	20	15	10	5	0	0	0	0
Is	59	X	75	70	65	60	55	50	45	40	35	30	25	20	15	10	5	0	0	0	0	0
Effective	60	75	70	65	60	55	50	45	40	35	30	25	20	15	10	5	0	0	0	0	0	0
	61	70	65	60	55	50	45	40	35	30	25	20	15	10	5	0	0	0	0	0	0	0
	62	65	60	55	50	45	40	35	30	25	20	15	10	5	0	0	0	0	0	0	0	0
	63	60	55	50	45	40	35	30	25	20	15	10	5	0	0	0	0	0	0	0	0	0
	64	55	50	45	40	35	30	25	20	15	10	5	0	0	0	0	0	0	0	0	0	0
	65	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

The table is based on the following rule:

If the retiree’s age plus Years of Service ≥ 85 , then his/her premium contribution is zero. Each decrease of one (1) year in either age or Years of Service increases the retiree’s contribution by five percent (5%). If a retiree under this Section enrolls in a plan that is costlier than the most expensive Health Maintenance Organization (HMO) [e.g. a Preferred Provider Organization (PPO) plan], he/she must pay the difference between the cost of the chosen plan and that of the most expensive HMO plan, in addition to the premium contribution for the most expensive HMO plan according to the matrix above.

Squares that show an X indicate that the retiree does not qualify for retirement medical coverage.

Example: An employee retires at age sixty (60) with twenty-three (23) Years of Service. The retiree’s premium contribution for Health Maintenance Organization (HMO) level coverage is ten-percent (10%) of the cost of said coverage. This contribution continues until age sixty-five (65). At age sixty-five (65), the retiree must enroll in Medicare Parts A, B, and D and coverage shall be in accordance with Article 20C.4 below.

20C.4 Medical Coverage For Eligible Retirees Upon Reaching Age Sixty-Five (65)

Impact of Change in Federal Law

It is understood that Medicare regulations under Federal Law may change over time, and that these regulations take precedence over this Agreement in case of conflicting language.

a. Requirement for Medicare Enrollment

A retiree must enroll in Medicare Parts A, B, and D during his or her initial enrollment period as specified by the Social Security Administration. If the retiree and/or his/her spouse or approved domestic partner is ineligible, he/she must show proof of the ineligibility. The District shall cover the cost of Medicare Parts B and D, either directly or via monthly reimbursement, as appropriate. In addition, the District will pay the full premium of the highest Medicare Risk Health Maintenance Organization (HMO) plan available, unless the retiree selects a lower cost plan, in which case the District will pay the full premium cost of the plan selected. The plans available shall be identical to the HMO plans available to active unit members, however retirees under this Section shall not be required to contribute a share of the premium cost. If the retiree selects a coverage level higher than the highest Medicare Risk Health Maintenance Organization (HMO) [e.g. the Medicare Supplement Preferred Provider Organization (PPO)], the retiree must pay the difference.

b. Penalty for Non-Compliance of Retiree in Medicare Enrollment

If a retiree fails to enroll in Medicare Parts A, B, and D during the Medicare Initial Enrollment Period, as specified above, he or she must cover all penalties, financial and otherwise, for this delay.

c. Spousal Enrollment in Medicare

Upon reaching age sixty-five (65), the spouse or approved domestic partner of a retiree must also enroll in Medicare Parts A, B, and D during his or her initial enrollment period, as specified by the Social Security Administration, if the spouse or approved domestic partner wishes to continue group coverage under a District sponsored group plan.

d. Penalties for Non-Compliance of Spouse in Medicare Enrollment

If the spouse or approved domestic partner of a retiree fails to enroll in Medicare Parts A, B, and D during his/her Medicare Initial Enrollment Period, as specified above, he or she must cover all penalties, financial and otherwise, for this delay.

e. Exception to Requirement for Medicare Enrollment

If the retiree or spouse or approved domestic partner enrolls in Medicare and the other is not yet eligible for Medicare, then the one who is not eligible can continue group coverage at the rates charged the retiree under [Article 20C.3b](#) until the spouse or approved domestic partner reaches age sixty-five (65) or otherwise becomes eligible for Medicare coverage.

20C.5 Length Of Benefit

Continuation of Coverage

An eligible retired unit member under [Article 20C](#) has a vested right to deferred compensation in the form of retirement medical benefits that are premium-free up to the level of the most expensive Medicare Risk Health Maintenance Organization (HMO), that will continue during the life of the retiree. Upon the death of the retiree, the retiree's spouse or approved domestic partner may

continue group coverage at his/her own expense and with advance payments as determined by the District, subject to the following:

a. **Medicare Enrollment**

Upon reaching age sixty-five (65), the spouse or approved domestic partner of a deceased retiree must also enroll in Medicare Parts A, B, and D during his or her initial enrollment period as specified by the Social Security Administration, if the spouse or approved domestic partner wishes to continue group coverage under a District-sponsored group plan at his/her own expense.

b. **Penalty for Non-Compliance in Medicare Enrollment**

If the spouse or approved domestic partner of a deceased retiree fails to enroll in Medicare Parts A, B, and D during his/her Medicare Initial Enrollment Period, as specified above, he or she must cover all penalties, financial and otherwise, for this delay.

20C.6 Out Of State/Local Area Health Maintenance Organization (HMO) Coverage For Eligible Retirees

Effective July 1, 2012, the District will offer additional options under [Article 20C](#) for eligible retirees who are living out of the State of California or out of the local benefits coverage area. These options will include Kaiser coverage (subject to availability in the retiree's local area), and possibly a "Limited Preferred Provider Organization (LPPO)" style plan. If the retiree opts to enroll in such a plan, the District's contribution to the premium shall be limited to the cost of the most expensive Medicare risk Health Maintenance Organization (HMO) plan the District provides to retirees within the Chabot-Las Positas Community College District Service Area.

Effective January 2023, if the retired employee is unable to enroll in the District's Kaiser coverage or LPPO style plan, they may alternatively contract for medical insurance available in the geographic area, and shall make arrangements for the District to pay the carrier directly via check, credit or debit card, or Electronic Funds Transfer (EFT). The following conditions shall apply:

- a. It is the retiree's sole responsibility to arrange for a personal (plus spouse or approved domestic partner) medical coverage policy with a local carrier. The District is not required to help in this search and is not responsible for the performance of the policy selected by the retiree;
- b. A contract for the medical coverage and a W9 Form must be sent to the District before any payments for the coverage are made. The contract must state the monthly premium rate for a period of one (1) Fiscal Year;
- c. The policy and payment method must be constructed in a way that prevents the District from incurring any tax liability [Internal Revenue Service (IRS) or otherwise];
- d. If the retiree becomes eligible for the District's Kaiser coverage or LPPO style plan at a later date (e.g., if the retiree reaches the age of 65 and

becomes Medicare eligible), they will transfer their coverage to a such plan as soon as practical to do so, if allowed by the carrier;

- e. In all cases, the District's contribution to the premium shall be limited to the cost of the most expensive Medicare risk Health Maintenance Organization (HMO) plan the District provides to retirees within the Chabot-Las Positas Community College District Service Area. In addition, the retiree shall also cover ~~also~~ their share of the premium per 20C.3 above.

20C.7 Coverage Limits If Both Spouses Are Eligible

When two (2) District employees retire who are married to each other or domestic partners of each other, the District will pay the cost of only one (1) medical insurance plan, to continue during their lifetimes. Should one (1) or both employees be required to contribute a share of premiums, this shall be the lesser of the two (2). If one (1) is deceased, then the spouse or approved domestic partner can continue the District insurance plan based on his/her own earned rights for insurance, or those earned rights of the deceased spouse or approved domestic partner, whichever are greater.

20C.8 Payment Of Premiums For Eligible Dependents

The retired unit member may pay the additional premium(s) necessary to provide coverage for eligible dependents other than the spouse or approved domestic partner.

20C.9 Change In Plans And/Or Carriers

Medical insurance plans can be changed from one company to another by the retiree once each Fiscal Year during the annual open enrollment period established by the District. Changes between health carriers for retirees will be subject to the policies in effect at that time by the carriers providing medical coverage, see [Article 20C.2b](#). The parties agree to include selected out of District options.

The District shall notify all retirees by U.S. Mail of the annual open enrollment period at least thirty (30) days before the commencement of said period.

20C.10 Dental And Vision Coverage

The District shall offer retired Regular unit members the opportunity to participate in the District's group dental and vision plans. The retiree shall be responsible for the full cost of the premium.

20C.11 Unit Members On Pre-Retirement Reduction Of Annual Workload

See [Articles 20B.9](#) and [20C.2f](#).

20D. Retiree Benefits For Unit Members Hired On Or After January 1, 2013

The District and Faculty Association agree to the provisions below. These provisions only apply to unit members hired on or after January 1, 2013.

20D.1 Coverage Option For Retirees Under The Age Of Sixty-Five (65)

A unit member hired on or after January 1, 2013, who retires before reaching Medicare eligibility may, at his/her option, participate in the District's group medical retirement benefits by paying the full cost of premiums. It is understood that said premiums may be specially priced to the retiree's age class and may be considerably more expensive than those paid for active employees.

20D.2 Coverage Option After Enrolling In Medicare

After enrolling in Medicare, the retiree may, at his/her option, participate in the District's group medical retirement benefits by paying the full cost of premiums.

20D.3 Health Retirement Savings Plan/Health Reimbursement Account(HRA)

See Appendix: Board of Trustees' Resolution No. 08-1213, Authorization to Establish and Implement A Health Reimbursement Account, Effective January 1, 2013.

Effective January 1, 2013, the District shall establish a Health Retirement Savings Plan, or Health Reimbursement Account, or similar savings vehicle (here referred to as HRA) for each Contract and Regular unit member hired under this Section, for the purpose of funding the unit member's post-retirement health benefits. It is understood that the future interest for this class of unit members shall be January 1, 2013. All Contract and Regular unit members who are hired on or after January 1, 2013 shall be subject to the following HRA provisions:

- a. The District shall contribute \$200 monthly to the HRA of each Contract or Regular unit member covered under this Section. The monies placed in each unit member's account will earn interest which will be credited to his/her account;
- b. In future years, the District and Faculty Association may agree to adjust the contribution amounts described in (a) above;
- c. The Contract or Regular unit member's rights to the money the District deposited in the HRA shall vest in five (5) years from the date of hire of the unit member;
- d. If a Contract or Regular unit member has a partial contract of less than one hundred percent (100%) (0.5 FTE or more), then the District contribution shall be proportional to his/her FTE in the District;
- e. The District shall bear the full cost of administering the HRA, and the separated employee shall bear the full cost of the distribution fee to access his/her share of the funds;
- f. If there is a forfeiture of the HRA, based on the unit member leaving District service before vesting, the monies which the District deposited on behalf of the unit member shall revert to the District for use in paying future

contributions to eligible HRA members; and

- g. The Faculty Association and the District shall meet and negotiate over future changes in the Internal Revenue Service (IRS) regulations that may impact HRAs.

20D.4 Dental And Vision Coverage

The District shall offer retired Regular employees the opportunity to participate in the District's group dental and vision plans, subject to plan provisions. The retiree shall be responsible for the full cost of the premiums.

20D.5 Definition Of Retired Employee

A "retired" employee shall be defined as one who has retired from District service and who is eligible for, or is receiving a retirement allowance from the California State Teachers' Retirement System (CalSTRS) or the California Public Employees' Retirement System (CalPERS). This means that to be a "retired" employee from the District, and eligible for District retiree benefits as set forth in this Agreement, a unit member does not have to be retired from either the California State Teachers' Retirement System (CalSTRS) or the California Public Employees' Retirement System (CalPERS).

20E. Group Medical Insurance For Retirees Due To Disability

20E.1 Coverage

The District will continue to pay the cost of a District group medical insurance plan for each unit member and spouse or approved domestic partner following retirement of the unit member from District service due to disability, provided that the employee has attained the age of fifty (50) years and has rendered ten (10) years' Full-time Service to the District at the age of retirement, including the five (5) years immediately preceding retirement. A District approved Leave of Absence granted in a single Board of Trustees action to a maximum of two Academic Semesters within the past five (5) years shall be computed as fulfilling one (1) year of Full-time required service.

20E.2 Definition

A "disability retired" unit member shall be defined as one (1) who has involuntarily retired from service and from the District due to disability and who is receiving a disability retirement allowance from the California State Teachers' Retirement System (CalSTRS) or the California Public Employees' Retirement System (CalPERS).

20E.3 Term

A disability retiree who meets the minimum service requirements of ten (10) years' Full-time Service, including the five (5) years immediately preceding retirement, but who has not attained the age of fifty (50) years at the time of retirement, may continue to receive medical insurance coverage from the District if the unit member chooses to continue coverage and agrees to pay

quarterly the full premium due to the District in one (1) advance quarterly payment.

If said payments are continued without a break by the unit member until attainment of age fifty (50), the District shall contribute towards the payment of health benefits premiums in accordance with [Articles 20B](#) and [20C](#). See [Article 20E.6](#) below.

20E.4 Length Of Coverage And Impact On Surviving Spouse

Benefits will continue during the life of the disability retiree. Upon the death of the retiree, the surviving spouse or approved domestic partner may continue Group coverage at his/her own expense and with advanced payments as determined by the District. If said retiree's spouse or approved domestic partner is employed by the District, in no instance will the District contribute more than the specified District contribution for one (1) medical plan covering unit member and spouse or approved domestic partner.

20E.5 Coverage For Non-Spousal Eligible Dependents

The disability-retired unit member may pay the additional premium(s) necessary to provide coverage for eligible dependents other than spouse or approved domestic partner, to be made by quarterly advance payments to the District.

20E.6 Medicare Eligibility For Disabled Retirees

The District medical plans will be limited to the coverage provided for active staff or to the premiums which will replace or supplement Medicare, for disability retirees at the time the disability retiree becomes Medicare-eligible. Disability retirees eligible for Medicare must enroll in all parts for which they are eligible.

The requirements cited in [Article 20B.5](#) apply to unit members who were employed on or before April 1, 1986 who are planning to take disability retirement. The requirements cited in [Article 20C.4](#) apply to unit members who were employed on or after April 1, 1986 who are planning to take disability retirement.

Specific Medicare Regulations and protections apply to disability retirements, and a unit member who is retiring under the California State Teachers' Retirement System (CalSTRS) or the California Public Employees' Retirement System (CalPERS) disability provisions must consult the Social Security Administration for details.

Changes between companies for disability retirees will be subject to the policies in effect at that time by the insurance companies providing medical coverage. Also see [Article 20C.2b](#).

20F. Continuation Of Benefits Upon Death Of Unit Member

Upon the death of a unit member, the District will provide continuation of the benefits as specified in [Article 20A.1](#) of this Article for eligible dependents through the end of the month following one hundred and twenty (120) calendar days from the date of death of

the unit member. Upon the death of a unit member, the surviving spouse or approved domestic partner may continue, at his/her own expense, the District's benefit programs with advance payments as determined by the District, and accepted by the insurance carrier.

20G. Medical Coverage For Active Employees Who Are Age Sixty-Five (65) Or Older

Medical coverage for active employees who are age sixty-five (65) or older is subject to Federal Medicare Regulations, and these unit members are advised to inform themselves about these regulations.

20H. Effect Of Leaves Of Absence On Coverage

Regular unit members who are absent because of injury or illness, and who have (1) exhausted all paid Leaves of Absence, (2) are on a Leave of Absence Without Pay, and who are eligible for Group Medical Insurance for Retirees, shall continue to receive medical benefits without a break in coverage, so long as all of the aforesaid conditions still apply.

20I. Effect Of Pre-Retirement Reduction Of Annual Workload On Coverage

Unit members on Pre-retirement Reduction of Annual Workload shall receive Full-time Service Credit as if they were working Full-time.

20J. Waiver Of Rights By Retirees

Retirees who waive their rights to insurance benefits are ineligible for future re-enrollment for benefits.

20K. Change In Family Status Notification

It is the unit member's and retiree's responsibility to notify the District, via U.S. Certified Mail, of family status changes which may affect insurance coverage. Failure to notify the District of these changes shall cause the unit member or retiree to be responsible for the cost of the insurance coverage for any period of time from the change thereafter.

20L. 403b and 457 Pre-Tax Account Benefits

(See [Article 21M.](#))

20M. Childcare

The District and FA agree to meet by December 15, 2023 on a potential MOU defining the terms of a childcare benefit to be made available to full-time unit members in the 2023-2024 academic year or as practical in working with the third-party administrator.

ARTICLE 21

SALARIES

TENTATIVE AGREEMENT

(See [Appendix](#): Faculty Salary Schedule.)

21A. Salary Adjustment For Academic Years ~~2019-20, 2020-21, and 2021-22~~ 2022-23, 2023-24, and 2024-25

21A.1 Academic Year ~~2019-20~~ 2022-23

For Academic Year ~~2019-20~~ 2022-23, the Salary Schedule for Contract, Regular, and Temporary Leave Replacement (TLR) unit members shall ~~reflect a five percent (5%) increase over the salaries in 2018-19, effective Fall Semester 2019.~~ be adjusted as follows:

- a. The Salary in each cell shall reflect an increase of \$10,502 over the salary in effect for 2021-22;
- b. In lieu of the steps shown beyond Step 15 in effect in 2021-22, the Salary Schedule shall reflect increments at Steps 18, 21, 24, 26, 28, and 30. The increment for each of these steps shall be \$3,236.

The effect of (a) and (b) above along with Article 21G.1, 21.G2, 21.H1, and 21.J1 is recognized as the equivalent of a 11.00% COLA.

The adjustment shall be effective Fall Semester, 2022, and applied no later than December 31, 2019 2022, retroactive to July 1, 2019 2022 for Fall Semester compensation. Retro payments for Full-time and Part-time Salary Schedule will be processed no later than February ~~2020~~ 2023.

Part-Time and Overload Rates shall be as stipulated in [Article 21G](#).

For faculty on eleven (11) month contracts, the annual salary shall be computed as one hundred ten percent (110%) of the salary for ten (10) month faculty at the same column and step. [Reference: Article 10C.4(a)]

Bargaining unit employees must be employed by the District at the time pay increases are actually paid in order to be eligible for the increase.

21A.2 Academic Year ~~2020-21~~ 2023-24

For Academic Year ~~2020-21~~ 2023-24, the Salary Schedule for Contract, Regular, and Temporary Leave Replacement (TLR) unit members shall reflect a ~~two~~ four percent (~~2%~~ 4%) increase over the salaries in ~~2019-20~~ 2022-23. The adjustment shall be effective July 1, ~~2020~~ 2023, and applied no later than December 31, ~~2020~~ 2023, retroactive to July 1, ~~2020~~ 2023. Part-Time and Overload Rates shall be as stipulated in Article 21G.

Bargaining unit employees must be employed by the District at the time pay increases are actually paid in order to be eligible for the increase.

21A.3 Academic Year ~~2021-22~~ 2024-25

For Academic Year ~~2021-22~~ 2024-25, the Salary Schedule for Contract, Regular, and Temporary Leave Replacement (TLR) unit members shall reflect a two percent (2%) increase over the salaries in ~~2020-21~~ 2023-24. The adjustment shall be effective July 1, ~~2021~~ 2024, and applied no later than December 31, ~~2021~~ 2024, retroactive to July 1, ~~2021~~ 2024. Part-time and Overload Rates shall be as stipulated in [Article 21G](#). If the statutory COLA is 2.5% or greater in fiscal year 2024-25, the parties agree to meet to discuss potential enhancements to the 2% increase.

~~For any increase over salary,~~ Bargaining unit employees must be employed by the District at the time pay increases are actually paid in order to be eligible for the increase.

21B. Salary Adjustment For Academic Years ~~2022-23~~ 2025-26 And Beyond

The District and Faculty Association shall meet and agree to improvements and wages for ~~2022-23~~ 2025-26 and any subsequent Academic Years within forty-five (45) days from when the Governor of the State of California signs the State Budget for the year in question. The District and Faculty Association acknowledge the need to make improvements that impact both Full-time and Part-time unit members.

21C. General Provisions Of The Faculty Salary Schedule

21C.1 Procedures

- a. **Full-time Unit Members.** Unit members with Contract, Regular or Temporary Leave Replacement (TLR) status employed with a one hundred percent (100%) contract shall be paid an annual salary based on education and experience as further defined below. Unit members with Contract, Regular or Temporary Leave Replacement (TLR) status employed for less than a one hundred percent (100%) contract shall be paid a proportionate annual salary.
- b. **Part-time Unit Members.** Part-time unit members shall be paid according to the Schedule of Part-Time Service Rates (Part B of the Faculty Salary Schedule) established in [Article 21G](#).
- c. **Substitute Rates Instructional Assignments.** Substitute service shall be paid at the instructor's prevailing instructional rate in accordance with [Article 21F](#).
- d. **Substitute Rate Non-Instructional Assignments.** Substitute service for non- instructional hours shall be paid at the unit member's prevailing non-instructional rate.
- e. **Coordinator, Alternate Duty and Special Assignment.** Coordinator, Alternate Duty, and Special Assignment work on a Part-time/Overload basis shall be paid by the hour or by Calculated A Hour (CAH) where applicable, as described in [Article 21F.4d](#), in accordance with the rates defined in [Article 21G.2](#).

- f. **Payment to Evaluate Part-time Faculty.** Full-time unit members may elect to evaluate Part-time unit members for pay. So long as such work is not performed in lieu of serving on a standing committee for the Semester, in accordance with [Article 10D.3d](#). Such evaluation, consisting of observation of instruction (or Counseling Faculty or Library Faculty, or Special Assignment Faculty duties), plus the completion of the observation and student response forms as required, and conference with the Part-time unit member, shall be compensated at:
- ~~Evaluations done in Fall 2019 Semester will be paid at the old rate (one hundred thirty five dollars (\$135), unless the class is an online class, in which case the pay is two hundred and twenty five dollars (\$225).~~
 - Effective ~~Spring 2020 Semester~~ Spring Semester, 2023, all evaluations of Part-time Faculty teaching Asynchronous Online classes will be compensated at a rate of four (4) ~~three (3)~~ “F” Hours.
 - All other evaluations of Part-time Faculty will be compensated at a rate of three (3) “F” Hours.

21C.2 Column Definition For Placement On The Full-Time Faculty Salary Schedule

Note: All degrees to be counted toward salary placement must have been earned at an institution that is regionally accredited.

General Provisions of the Faculty Salary Schedule

1. Full-time unit members with Contract, Regular or Temporary Leave Replacement (TLR) status shall be paid an annual salary based on education and experience as further defined below.
2. Column Definition
 - II. A) Bachelor’s Degree, or
 - ** B) Bachelor’s Degree plus two (2) years’ experience in occupation***
or
 - ** C) Associate’s Degree [or sixty (60) Semester Units] plus six (6) years’ experience in occupation***
 - III. A) Master’s Degree, or
 - ** B) Bachelor’s Degree plus four (4) years’ experience in occupation***
or
 - ** C) Associate’s Degree plus eight (8) years’ experience in occupation***
 - IV. A1) Master’s Degree with sixty (60) Upper Division or Graduate Semester Units beyond those normally required for the Bachelor’s Degree, or
 - A2) Master’s Degree plus thirty (30) additional Graduate Semester Units subsequent to the date of the Master’s Degree, or
 - ** B) Bachelor’s Degree plus six (6) years’ experience in occupation***
or

**** C) Master’s Degree plus two (2) years’ experience in occupation*****

V. A) Doctorate (The term “Doctorate” refers to a degree earned in an accredited university in the United States. Examples of such degrees are: Ph.D., Ed.D., M.D., D.D.S., J.D. Degrees earned in universities outside the United States may be considered for this classification if such degrees are found by a competent authority recognized by the University of California (or the State Department of Education) to be equivalent to the Doctorate earned in the United States),

**** Categories “B” and “C” apply to Faculty in technical-vocational subjects. Experience in the occupation substitutes for education.**

*****Not counted as experience in Step placement on Salary Schedule.**

Note: All degrees to be counted toward salary placement must have been earned at an institution regionally accredited.

Reference: Column Definition: [Article 21C](#).

21D. Placement On The Full-Time Faculty Salary Schedule For New Contract Or Temporary Leave Replacement (TLR) Faculty

Newly hired Contract or Temporary Leave Replacement (TLR) unit members shall receive the information below in Article 21D.1 with their offer of employment. Credit for previous experience shall, for placement purposes, be granted within one hundred and twenty (120) calendar days from the date of hire, as determined by the Chancellor or Vice Chancellor of Human Resources as follows:

21D.1-1 Initial Placement

([See Appendix](#): Verification of Work Experience for Full-time and Part-time Faculty; and [Article 21H.3](#).)

Effective Academic Year 2022-23, Step 1 is eliminated, and entering faculty shall be granted one (1) increment of basic step credit. Additional sStep credit shall be applied on the following basis:

- a. Entering unit members shall be placed minimally at Step Two (2), and may be placed as high as Step ~~Seven (7)~~ Eight (8) on the Full-time Faculty Salary Schedule;
- b. Full-time Instructional, Counseling, Library or Special Assignments Faculty experience in an accredited school (K-12) or college, including Temporary Leave Replacement (TLR) employment, shall be credited at the rate of one (1) Step for each full year of experience;
- c. Part-time Instructional, Counseling, Library or Special Assignments Faculty experience in an accredited school (K-12) or college, including summer work, and verified long-term substitute service [defined as over fifty percent (50%) of a course], shall be aggregated into Full-time equivalent years up to a limit of four (4) years;
- d. Credit for Full-time work experience, in an occupation directly related to the assignment, shall be allowed at the rate of one (1) Step for each twelve

- (12) month period of experience. The applicant bears the burden of proving a nexus between his/her work experience and the proposed assignment;
- e. Fractional years shall be carried through as the results from parts b through d above are added. The resulting sum will be truncated to the highest whole number, in order to determine the Step Credit for the entering unit member;
 - f. Experience as a teaching or laboratory assistant shall not be considered;
 - g. For unit members teaching technical-vocational subjects, only occupational experience beyond that which is used to qualify for Column Placement may be applied towards Step Placement.

21D.1-2 Verification Of Experience For New Full-Time Faculty

In order to verify Step placement, it is the responsibility of the unit member to request submission of verification letters to the Office of Human Resources.

- a. Within forty-five (45) days of Board approval of hire, the Office of Human Resources shall send the negotiated form to new Faculty member ([See Appendix: Verification of Work Experience.](#)) The form shall include Articles 21D.1-1, 21D.1-2, and 21D.2, and stipulate the timeline for verification documents to be submitted in order for the initial placement to be effective.
- b. Letters for this purpose must be on official letterhead or other documents signed by the appropriate authority of the verifying institution. Copies of employment contracts issued from the Office of Human Resources of local educational institutions may serve in lieu of narrative letters, as long as such documents contain detailed enough information from which service credit can be calculated. Additional requirements may apply, as agreed by the District and Faculty Association.
- c. Each letter must clearly state the Term of the teaching employment or work experience. In addition, if this prior teaching experience was not Full-time, the verification letters must evidence details as to the equivalent units taught for each semester or quarter.

21D.2 Placement Challenge Deadline

- a. The Office of Human Resources will notify the Faculty Association of all new Faculty hires. A unit member who believes he or she has been improperly placed shall appeal that placement with or without the assistance of the Faculty Association, prior to the completion of the unit member's first twelve (12) months of Full-time Faculty Service in the District.
- b. A new Full-time unit member may file a challenge to his/her placement for the purposes of receiving retroactive pay to the date of hire. This challenge is subject to statutory guidelines and applicable timelines.

Prospective pay: If documentation submitted after this time results in a change of initial placement, the resulting change in the unit member's current placement shall be effective beginning with the unit member's next pay warrant.

Retroactive pay: A unit member shall receive retroactive pay to the date

of hire if the error(s) in placement were due to factors other than the unit member's failure to provide necessary documentation of his/her correct placement on the Faculty Salary Schedule, provided that the unit member appeals his or her initial placement prior to the completion of his/her first twelve (12) months of Full-time Faculty Service in the District.

c. District Response Deadline for Placement Challenge

The District shall respond to a placement challenge within thirty (30) days of the challenge and shall have a definitive answer for the unit member within thirty (30) days of receipt of verifying documents.

21D.3 Placement Of Management Transfers

a. Faculty Who Became Managers and Transferred Back To Faculty

These individuals, who were hired initially by the District to perform faculty tasks, shall retain their number of original placement years and number of accumulated years as a Faculty member. The number of years of working as a manager within the District shall be added to the number of years as a Faculty member for re-placement on the Faculty Salary Schedule for Contract, Regular and Temporary Leave Replacement (TLR) Faculty. These individuals also shall re-earn their prior highest placement Step earned on the Schedule of Part-Time Service Rates.

b. Managers Who Transfer Into the Faculty

These individuals, who were hired initially by the District to perform administrative tasks as managers, shall be placed on the Faculty Salary Schedule for Contract, Regular and Temporary Leave Replacement (TLR) Faculty according to the following factors:

- (1) Placement Factors allowable to new Contract unit members including the number of Placement Steps; and
- (2) Number of years working Full-time as a manager in the District.

21D.4 Part-Time (Overload) Service Placement

Any Full-time unit member who also performs Part-time (overload) service during the regular Academic Year and/or Summer Session or Inter-session, shall be paid on the [Schedule of Part-time Service Rates](#) (Part B of the Faculty Salary Schedule). This provision shall be limited to the maximum number of steps on the Schedule of Part-time Service Rates, as determined by [Article 21G.1](#) of this Agreement.

For hourly and overload service:

- a. Placement of Contract unit members currently in their second (2nd) year of Full-time Service shall be no lower than Step ~~2~~ 3 on the Schedule of Part-time Service Rates;
- b. Placement of Contract unit members currently in their third (3rd) year of Full-time Service shall be no lower than Step ~~3~~ 4;
- c. Placement of Contract unit members currently in their fourth (4th) year of Full-time Service shall be no lower than Step ~~4~~ 5;

- d. Placement of Regular and Emeritus Faculty members shall be no lower than Step 5 6.

21E. Step And Column Advancement On The Faculty Salary Schedule For Contract And Regular Faculty

21E.1 Normal Step Advancement

Continuing unit members with Contract or Regular status who complete an average of fifty-six percent (56%) or more service assignment for a full Academic Year will advance one (1) Step for each such completed year of service in the District.

a. Normal Advancement of Mid-Year Hires

Continuing Contract or Regular status unit members whose service began in the Spring Semester of an Academic Year shall henceforth advance one (1) Step at the middle of ~~the~~ each year, as opposed to the beginning of each Academic Year. Completion of at least fifty six percent (56%) or more of a full year's service assignment over the previous two (2) regular semesters is required for Step Advancement.

21E.2 Step Advancement Provision For Unpaid Leaves Of Absence For Educational Benefit

Unpaid Leaves of Absence (other than Sabbatical) granted to unit members for experiences which may be presumed to be of educational benefit to the students and the District, as determined by the Sabbatical Leave Committee, shall result in service credit on the Faculty Salary Schedule up to one (1) Academic Year. Application for this Leave of Absence must be made in advance to the Sabbatical Leave Committee. At the end of the Unpaid Leave of Absence, the unit member must submit a report to the Sabbatical Leave Committee verifying that the objectives of the Unpaid Leave of Absence were accomplished. The Sabbatical Leave Committee has the authority to determine if the Unpaid Leave of Absence objectives were accomplished before a Step Advancement shall occur. The Sabbatical Leave Report documents shall be forwarded by the Sabbatical Committee to the Office of Human Resources prior to Step Advancement.

21E.3 Column Advancement

Column changes following initial placement of a unit member will be determined by the Chancellor or designee according to the unit member's qualifications as determined by documentation received from the unit member. Column changes are to be made and effective within sixty (60) days of receipt of official documentation.

21F. Payment Of Salaries

Pursuant to Education Code Section 87821, salary payments made on the last working day of the month shall be paid no later than the fifth (5th) day of the next month.

21F.1 Faculty Hired Prior To 1991-92

Returning Faculty hired prior to 1991-92 receives their salary in twelve (12)

equal payments; the first on or about July 31, the last on or about June 30.

21F.2 Faculty Hired Beginning 1991-92 Or Returning From An Unpaid Leave of Absence

Beginning in 1991-92, new Faculty and Faculty returning from an Unpaid Leave of Absence receive their salary no earlier than when it has been earned in ten (10) or twelve (12) equal payments; the first on August 31, the last on July 31.

21F.3 Insufficient Payment of Salary

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 ten (10) 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 pay warrant following verification of the error.

21F.34 Repayment Of Unearned Salary

Any unit member who terminates his/her employment before the end of the school year will be paid as stated herein. In some instances due to early termination/separation from employment, a unit member may be required to repay his/her unearned salary to the District. Unit members (hired prior to 1991-92) are paid one-twelfth (1/12) of their annual salary on July 31 before they have rendered any service to the District. Unit members (hired beginning 1991-92) are paid one-tenth (1/10) of their annual salary on August 31 before they have rendered a full month service to the District. Unit members are required to sign an agreement authorizing the District to deduct money owed from their paychecks.

- a. **Termination by Death of the Unit Member.** In the event of a unit member's death, the salary warrant for the month in which the unit member dies will be issued to the survivor entitled to it. Repayment of the unearned salary by the survivor will be deferred until the receipt of the District-paid life insurance proceeds and then shall be promptly paid to the District. In any event, repayment shall be made within six (6) months of the date of the unit member's death. If a unit member, who is otherwise eligible for medical benefits upon retirement (as per [Articles 20B.1-20B.7](#)) dies before retirement, his/her spouse may purchase medical benefits from the District at the prevailing group rate.
- b. **Other Employment Termination.** If employment is terminated by causes other than death, the unit member shall promptly repay the unearned portion of his/her salary to the District. The Payroll Office may withhold the unearned portion of such unit member's salary from any money which would otherwise be paid by the District to the unit member.
- c. **Repayment in Case of Overpayment.** If an overpayment of salary has occurred, the unit member shall be notified in writing before any attempt is made by the District to retrieve the overpayment via Payroll deductions. 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 spread over the remaining months of the semester, with equal amounts deducted each month. Alternatively, the unit member may request that the repayment period be set equal to the number of months they were overpaid. (For example, a unit member who was overpaid a total of \$300 over a period of three months would have \$100 deducted in each of the subsequent three months.)

The following additional conditions shall apply:

- (1) ~~Said m~~Monthly payroll deductions shall not exceed 10% of the ~~initial total debt~~ unit member's regular salary, minus mandatory withholdings (Federal and state taxes, Medicare, union dues, etc.) unless the unit member authorizes a higher monthly amount. Otherwise, the monthly deduction shall be 10% of the unit member's regular salary, until the debt is repaid.
- (2) If the unit member separates from the District, or goes on unpaid leave prior to complete repayment, the remainder of the overpayment shall be 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.

d. **Load Residuals on Termination of Employment** see [Article 10D.9](#).

If there is a positive Load residual upon termination of employment, it will be compensated to the unit member. If there is a negative Load residual upon termination of employment, the unit member will reimburse the District. In each instance, the remuneration will be computed according to the prevailing Schedule of Part-time Faculty Service Rates, at the Calculated A Hour (CAH) rate indicated for instructional assignments, at the highest step shown that is not greater than the unit member's final step on the Full-time Faculty Salary Schedule. Unit members are required to sign an agreement authorizing the District to deduct money owed from their paychecks.

21F.45 Pay Method For Part-Time Faculty And Overload Assignments

a. **Part-time and Overload Assignments Faculty.**

Part-time and Contract, Regular and Temporary Leave Replacement (TLR) unit members teaching overload instructional assignments shall be paid by the course, except in accordance with paragraph (c) below. Assignments as a Counseling Faculty or Library Faculty, or for short-term or incidental Alternative Duty ("F" Hour) work, shall be paid by the hour.

b. **Pay-by-Course for Full-Term Assignments.**

Pay for Full-term instructional assignments are computed in terms of the Load value of the assignment. For this provision,

$$\text{Pay} = (\text{Assignment Load Value in CAH}) \times (\text{Instructional CAH Rate})$$

The instructional Calculated A Hours (CAH) Rate is defined in [Article 21G.1](#).

c. **Pay for Partial Term Assignments.**

This provision applies to unit members credited with performing less than one hundred percent (100%) of the duties associated with teaching a course on a Part-time or Overload basis, including but not limited to substitute service, or course sections to be shared between two (2) or more Faculty members (*i.e.*, team-taught courses), or courses in which a portion of the Calculated A Hour (CAH) value is applied to fulfill a Full-time unit member's annual Load obligation.

Whenever possible, the unit member will be paid a pro-rated share of the pay for the course defined in Section (b) above, commensurate to the proportion of the course taught by the unit member on a Part-time or Overload basis.

For substitute assignments of two (2) weeks duration or less, the unit member will be paid according to the actual contact hours served. Instructional Hourly Rates are defined in [Article 21G.1](#). It is understood that when a unit member is paid on this basis, he/she will not be compensated for classes which do not meet due to a Holiday or Flex Day.

After two (2) weeks of substitute service paid on an hourly basis, the unit member will be paid a pro-rated share of the pay for the course defined in Section (b) above, commensurate to the proportion of the course taught by the unit member. Such proportion will normally be calculated on a weekly or monthly basis.

d. Coordinator or Alternate Duty Assignments.

Unit members performing coordinator or alternate duty assignments on a Part-time or Overload basis may be paid by the assignment in a manner similar to pay by the course as described above, if the assignment is for a Full Semester and/or can be expressed in terms of Calculated A Hour (CAH) value. In such case,

$$\text{Pay} = (\text{CAH value}) \times (\text{"F"} \text{ Hour CAH pay rate})$$

"F" Hour pay rates are defined in [Article 21G.2](#).

e. Number of Payments.

Service paid by the course for courses of semester length duration shall be made in five (5) equal installments each semester, with payments starting at the end of the first month of service. For service paid for courses of shorter duration than a semester the amount of payments and the number of payments will depend upon the length of the course and the start and end date. If services terminate for any reason, the amount to be paid will be based upon the proportion of the assignment served.

f. Reporting of Other Services.

Any service that is not paid by the course or assignment shall be reported on official service forms that document hours of service. [See Appendix: Service Report: Part-Time Faculty](#).

21G. Compensation For Eligible Part-Time And Overload Service

21G.1 Schedule Of Part-Time Service Rates

Effective Fall Semester 2022, Unit members performing eligible Part-time and Overload service shall be paid on a Schedule consisting of ten (10) steps, and based upon a negotiated percentage of the pro-rata calculation of the appropriate Full-time Faculty Salary in Column III, Steps 2-11. Movement to Step 11 requires CAH to have been earned in Fall 2021 or after; CAH accumulated prior to Fall 2021 will not be counted towards the migration from Step 10 to Step 11.

For Full-term instructional assignments paid in accordance with [Article 21F.4\(b\)](#):

$$\text{Instructional CAH Rate} = 72\% \text{ of Annual Salary} \div 30$$

The equivalent hourly rates shall be determined as follows:

- a. Lecture Hour Rate = 72% of Annual Salary \div 525 This rate applies to Faculty A Hours.

- b. For Faculty Hour B.1, B.2, B.3 and B.4 (laboratory hours):

$$\text{Effective Hourly Rate} = (\text{Applicable Load Factor}) \times (\text{Lecture Hour Rate})$$

Note: For laboratory hours carrying Load Factor 0.75, it is understood that the above formula is equivalent to 70% of Annual Salary \div 700.

- c. Non-Credit Hourly Rates:

~~Effective Spring Semester 2020, h~~ Hourly compensation rates for Noncredit Instruction are as follows:

Faculty Hour G.1: 75% of Lecture Hour Rate above
(Traditional Non-credit, or CDCP Lab)

Faculty Hour G.2: Equivalent to the Lecture Hour Rate above
(Lecture-equivalent hours in CDCP classes)

Faculty Hour H: 52% of Lecture Hour Rate above
(Drop-in Tutorial hour)

- d. For Counseling Faculty Hour D:

$$\text{Effective Hourly Rate} = 76.5\% \text{ of Annual Salary} \div 875-962.50$$

Note: It is understood that the above formula is equivalent to 83.45%
~~91.8%~~ of Annual Salary \div 1050.

- e. For Library Faculty Hour E (“E” Hour): the Hourly Rate for “E” Hours shall be the same as that for “D” Hours (Counseling Faculty).

- f. Office Hour Rate = The prevailing “F” hour (Hourly Rate). ~~effective Spring Semester 2020~~

- g. It is agreed that if the State of California’s Part-time Faculty allocation is increased such that the District receives annual funding beyond the current

level the distribution of such monies shall be negotiated.

21G.2 Pay Rates For Part-Time/Overload Coordinator, Special Assignments Or Alternate Duty

- a. Compensation for coordinator or alternate duty or special assignment work (“F” Hour Assignments) on a Part-time/hourly basis shall ~~reflect the salary increase for Academic Years 19-20, 20-21, and 21-22 in [Article 21A](#), for this contract period only~~ be as follows:

For Summer, 2022: The prevailing rates from Academic Year 2021-22.

Effective Spring Semester 2023: \$2,300 per CAH or \$60.53 per hour.

For Academic Years 2023-24 and 2024-25, the “F-Hour” CAH and Hourly rates shall reflect the salary adjustments implemented in accordance with [Article 21A.2](#) and [21A.3](#).

~~For Academic Year 2019-20: \$2,155.65 per CAH or \$49.27 per hour.~~

~~For Academic Year 2020-21: \$2,198.76 per CAH or \$50.26 per hour.~~

~~For Academic Year 2021-22: \$2,242.74 per CAH or \$51.26 per hour.~~

- b. Part-time Faculty performing approved incidental hourly work (e.g., program or professional development, attending meetings, etc.) shall be paid at the hourly rate as defined above. [See Appendix](#): Service Report: Academic Non-Instruction/Special Assignment.

21H. Initial Placement On The Schedule Of Part-Time Service Rates For Part-Time Faculty

21H.1 Initial Step Credit

[See Appendix](#): Verification of Work Experience.

Effective Fall Semester 2022, Step 1 on the Schedule of Part-Time Service Rates is eliminated, and entering faculty shall be granted one (1) increment of basic step credit. Additional step credit shall be applied on the following basis:

- a. Entering Part-time Faculty shall be placed minimally at Step 2, and may be placed as high as ~~Step 4~~ Step 5 on the Schedule of Part-time Service Rates (Part B of the Faculty Salary Schedule). Initial Step placement shall be effective for their initial Term of Service, whether it be Summer Session, Spring Semester or Fall Semester.
- b. Full-time Instructional Faculty, Counseling Faculty, Library Faculty or Special Assignment Faculty experience in an accredited school (K-12) or college including Temporary Leave Replacement (TLR) work, shall be credited at the rate of one (1) Step for each year of experience.
- c. Part-time Instructional Faculty, Counseling Faculty, Library Faculty or Special Assignment Faculty experience in an accredited school (K-12) or college, including Summer Session work, and verified long-term substitute service (defined as over fifty percent [50%] of a course), shall be aggregated into Full-time Equivalent Years.

- d. Credit for Full-time work experience in an occupation directly related to the assignment shall be allowed at the rate of one (1) Step for every two (2) Calendar Years of experience. The applicant bears the burden of proving a nexus between his/her work experience and proposed assignment.
- e. Fractional years shall be carried through as the results from Parts b through d above are added. The resulting sum will be truncated to the highest whole number, which will determine the Step credit for entering Faculty.
- f. Work experience other than that listed above, including experience as a Teaching Assistant, shall not be considered.

21H.2 Recalculation Of Initial Step Placement

- a. Any Part-time unit member at Step ~~1, 2, or 3~~ 2, 3, or 4 on the Schedule of Part-time Service Rates may request a recalculation of initial Step placement, if experience attained subsequent to date of hire (including service both within and outside the District) results in a higher Step placement, as calculated in accordance with Article 21H.1 above, than would be afforded by normal advancement according to [Article 21I.1](#). Within forty-five (45) days of the beginning of the semester in which such a revised placement would take effect, the unit member must submit a request in writing to the Office of Human Resources that details the request. The unit member must also submit verification, consistent with Article 21H.3b., below, of any relevant experience outside the District that was gained subsequent to his/her current initial Step placement.

21H.3 Verification Of Experience

In order to verify Step placement, it is the responsibility of the unit member to request submission of verification letters to the Office of Human Resources.

- a. Within forty-five (45) days of Board approval of hire, the Office of Human Resources shall send the negotiated form to new Faculty member ([See Appendix](#): Verification of Work Experience.) The form shall include Articles 21H.1, 21H.2 above, and 21H.3, and stipulate the timeline for verification documents to be submitted in order for the initial placement to be effective. This includes retroactive placement for Fall, Spring, or Summer Term of initial service.
- b. Letters for this purpose must be on official letterhead or other documents signed by the appropriate authority of the verifying institution. Copies of employment contracts issued from the Office of Human Resources of local educational institutions may serve in lieu of narrative letters, as long as such documents contain detailed enough information from which service credit can be calculated. Additional requirements may apply, as agreed by the District and Faculty Association.
- c. Each letter must clearly state the Term of the teaching employment or work experience. In addition, if this prior teaching experience was not Full-time, the verification letters must evidence details as to the equivalent units taught for each semester or quarter.
- d. Step placement shall not occur until verifying documentation is received. If

documentation received more than ninety (90) days after notification in accordance with Section “a”, above, results in a change of initial placement, and the unit member is retained to work subsequent semesters, the resulting change shall be effected beginning with the unit member’s next Semester and/or Summer or Inter-session assignment.

Notwithstanding, errors in placement due to factors other than the unit member’s failure to provide necessary documentation shall not be subject to this timeline governing retroactivity.

- e. A newly hired Part-time unit member who believes he or she has been improperly placed may appeal that placement via the Faculty Association.

21I. Step Advancement On The Schedule Of Part-Time Service Rates Schedule

21I.1 Normal Step Advancement

After initial placement on the Schedule of Part-time Service Rates is established, the next Step, and all subsequent Steps, shall be earned by aggregating at least eighteen (18) Faculty Calculated A Hours (CAHs) equivalents of Full-time Equivalent Load at the current Step (refer to Part B: Schedule of Part-time Service Rates for maximum step). This Load will carry over from Term-to-Term (Fall Semester, Inter-session, Spring Semester, Summer Session) until eighteen (18) Equivalent Faculty Calculated A Hours (CAHs) are achieved. Step advancement shall be effective the Academic Term (Fall Semester, Inter-session, Spring Semester or Summer Session) immediately following the Academic Term in which an aggregated total of eighteen (18) Faculty Calculated A Hours (CAH equivalents) is earned; any residual overage of Load (or hours) above the aggregated eighteen (18) Faculty Calculated A Hours (CAH equivalents) shall not carry over to the next Term. A unit member may advance a maximum of one (1) Step per year. For purposes of this Section only, a year is defined as a twelve (12) month period comprised of the four (4) Academic Terms, including Inter-session. It is understood that the year shall begin at the Term where the individual unit member is advanced a Step and shall continue for the three (3) Terms thereafter. It is understood that a unit member does not have to serve each Term of the year to be advanced, and that the aggregated total of eighteen (18) Faculty Calculated A Hour (CAH equivalents) shall determine eligibility for advancement.

- a. Implementation of Step 11: Step 11 shall be implemented effective Fall Semester, 2022. Any unit member who was at Step 10 as of Fall Semester, 2021, must accrue an additional eighteen (18) or more Calculated A Hours (CAHs) prior to advancement to Step 11. CAH accrued prior to Fall 2021 will not be eligible to be counted towards the necessary CAH needed to move from Step 10 to Step 11.
- b. a. For Counseling Faculty, Library Faculty and Special Assignment Faculty, all hours earned up until the last work day immediately prior to a new Academic Term will count for aggregating hours toward achieving Step advancement.

For non-instructional hours, eighteen (18) Faculty Calculated A Hours (CAHs) is equivalent to the following, effective Spring Semester, 2023:

~~575 (five hundred seventy-five)~~ ~~525 (five hundred twenty-five)~~ cumulated Counseling Faculty hours; or 630 (six hundred thirty) cumulated Library Faculty hours; or 682 (six hundred eighty- two) cumulated Special Assignment Faculty hours. If hour types commingle, eligibility for Step advancement shall be computed in terms of Calculated A Hour (CAH), based on the hour definitions specified in [Article 10D.12](#).

- ~~c.~~ ~~b.~~ For laboratory assignments equivalent to seventy-five (75%) of a Calculated A Hour (CAH), four hundred and twenty (420) hours equals eighteen (18) Calculated A Hours (CAHs).

211.2 Application Of Long-Term Substitute Service For Step Advancement

Substitute service shall be included in the foregoing if the Part-time unit member has taught more than fifty percent (50%) of a course. All such substitute work shall be pro-rated based on the portion of the course taught, to determine the Calculated A Hour (CAH) value. Placement on the higher Steps of the Schedule is understood to provide no expectation of tenure or permanence of employment.

211.3 Banked Units Not Eligible For Step Advancement

For Full-time unit members, any full or partial assignment credited to the member's Load sheet, including Calculated A Hour (CAH) units designated for Workload Banking, shall not count for Step credit for advancement on the Schedule of Part-time Service Rates. Notwithstanding, any Calculated A Hour (CAH) overage paid out to a Full-time unit member on the basis of his/her current Step on the Schedule of Part-time Service Rates shall count for Step credit at the time it is paid.

21J. Extra Hours Compensation—Intercollegiate Athletics, Forensics, Newspaper Production, And Music And Theater Performance

21J.1 Provisions For Coaches In Intercollegiate Athletics

Load Credit for Instructional Assignments: Head Coaches in Intercollegiate Athletics shall receive instructional Load credit of 7.5 (seven and a half) Calculated A Hours (CAH) for the assignment, commensurate with service as Instructor of Record for an intercollegiate athletics class which generates apportionment based on ten (10) weekly scheduled contact hours over a 17.5 (seventeen and a half) week semester [or otherwise a season lasting 17.5 (seventeen and a half) weeks].

Associate Head Coaches in the sports of Football, Baseball and Track shall receive 5.0 Calculated A Hour (CAH) Instructional Load. The exception for this provision is the Head Coach for Diving, which shall be compensated as an assistant coach. It is understood that Part-time unit members who serve as Head Coach or Associate Head Coach shall be compensated for the instructional Load credit described above, in accordance with Schedule of Part-time Service Rates.

“F” Hour Alternative Duty Compensation: In addition to the Load credit for Head Coaches and Associate Head Coaches shown above, coaches in intercollegiate athletics, including assistant coaches, shall receive “F” Hour Alternative Duty Load credit, or compensation in accordance with [Article 21G.2](#)

above, as follows:

Position	“F” Hour Total CAH Effective Spring 2023 Fall, 2015
<i>Head Coach:</i> M Baseball, M Football, M/W Track	4.5
<i>Head Coach:</i> M Basketball, W Basketball, M Soccer, W Soccer, M/W Swimming, M/W Tennis, M Wrestling, W Softball, <u>W Volleyball, M/W Cross Country, M Water Polo, W Water Polo</u>	3.5
<i>Head Coach:</i> M Golf, W Volleyball, M/W Cross Country, M Water Polo, W Water Polo	2.5
<i>Head Coach:</i> M/W Diving	2.5 <u>3.0</u>
<i>Associate Head Coach:</i> Baseball, Football, Track	2.5 <u>3.5</u>
(Football Only) Offensive & Defensive Coordinator	3.5
<i>Assistant Coaches:</i> All sports (where assigned)	2.5 <u>3.0</u>

- a. **Payment Schedule and Load Limit in accordance with the Sixty-Seven Percent (67%) Law:** It is understood that a portion (up to two thirds) of the “F” Hour Alternative Duty compensation will be paid for duties performed when the sport is not in season, and accordingly said portion of the “F” Hour Calculated A Hour (CAH) will be assigned off season, which may include work in Summer Session, as approved by the immediate supervisor. In all cases, the aggregated assignment (instructional Load from all assignments plus “F” Hour Alternative Duty) for Part-time unit members shall not exceed ten (10) Calculated A Hours (CAHs) in any one Fall or Spring Semester. For each Head Coach, Associate Head Coach, or Assistant Coach, the immediate supervisor will provide the District with the distribution of “F” Hour Alternative Duty for the assignment, as delineated above, between Fall Semester, Spring Semester, and Summer Session. This distribution of payments will follow the current pattern of compensation— five (5) equal payments for the portion of duties designated for Fall; five (5) equal payments for the portion of duties designated for Spring; and/or three (3) equal payments for the portion of duties designated for Summer Session.
- b. **Inapplicability of [Article 10C.3](#):** The District and Faculty Association agree that [Article 10C.3](#), regarding the opening of Alternate Duty assignments to other interested unit members, shall not apply to intercollegiate coaching assignments.
- c. **Items Requiring Subsequent Negotiation:** In the event that a college elects to add an Athletic Program, or to make significant changes to an existing program (e.g. consolidation or de-consolidation), the District and Faculty Association shall negotiate impact effects to the provisions herein.

21J.2 Extra Hours Compensation for Forensics, Newspaper, Performing Arts, Music and Theater

Faculty members may receive instructional Load credit for the courses associated with the programs listed below. In addition, the areas as defined below shall receive minimum Alternative Duty “F” Hour Load credit for activities outside of the core functions described in Article 10C.4. In the case of Performing Arts, Music and Theater the allocation shall be determined by the appropriate Administrator.

~~Effective Fall 2020~~ Forensics: no less than 8 (eight) CAH will be allotted per college annually for the unit members serving as Director of Forensics. If an In addition, the Forensics program at each college shall be allotted a traveling Assistant Coach is assigned, it position that will carry an additional 2.5 (two and a half) three (3) CAH.

~~Effective Fall 2020~~ Newspaper: no less than 4 (four) CAH per college annually.

~~Effective Fall 2019~~ Performing Arts, Music and Theater: no less than 15 (fifteen) CAH per college annually, to be divided at each college as recommended by affected unit members, and approved by the appropriate Administrator.

21K. Large Enrollment Classes

See [Article 10E.3](#).

21L. Summer/Inter-Session Wage Rates

See [Article 17](#).

21L.1 Pay For Part-Time Faculty To Participate In New Faculty Orientation

Part-time Faculty shall be paid for up to two (2) hours of participation in orientation as new Faculty regardless of whether this orientation is face-to-face or online. See [Article 18U](#).

21M. 403b and 457 Pre-Tax Account Benefits

Full-time and Part-time unit members may voluntarily participate in 403b and/or 457 accounts on a pre-tax basis per the Federal Internal Revenue Service (IRS) and the California Franchise Tax Regulations. These voluntary retirement accounts are funded by employee deductions. If you have any questions on how to set up this pre-tax account or need additional information, contact the Payroll Office for specifics.

ARTICLE 22

FACULTY SERVICE AREAS

TENTATIVE AGREEMENT

22A. ~~Structure Of Faculty Service Areas (FSAs) Minimum Qualifications (MQs)~~

**** Paragraph below moved to 22B below with changes**

~~Faculty Service Areas (FSAs) are established according to the Disciplines List, as adopted by the State Board of Governors of California Community Colleges, including any subsequent modifications thereof. The Faculty Association and the District shall utilize the "Minimum Qualifications for Faculty and Administrators in California Community Colleges" document as adopted by the Board of Governors of the California Community Colleges and posted on the California Community College State Chancellor's website.~~

**** Paragraph below moved to 22B below without changes**

~~Faculty Service Areas (FSAs) are assigned on the basis of competency. All Contract or Regular unit members, including all Full-time Faculty and educational Administrators with retreat rights, who are competent and eligible to qualify for an FSA in which the unit member has met both minimum qualifications and District competency standards set forth below are assigned FSAs. (Education Code Section 87743.3.)~~

**** Paragraph below moved to 22B.1 below with changes**

~~Once a minimum qualification (MQ) or Faculty Service Areas (FSA) is earned, it is valid for life, and cannot be lost by (1) resignation and subsequent rehire within ten [10] Calendar Years; (2) loss of employment due to layoff or non-rehire, and then subsequent re-hire within ten [10] Calendar Years; (3) service as an Administrator and subsequent "retreat" to the Faculty; or (4) changes to the minimum qualification or FSA requirements while an active employee.~~

22A.1 Minimum Qualifications

No one may be hired to serve as a community college faculty member unless the governing board determines that he or she possesses qualifications that are at least equivalent to the minimum qualifications set out in the "Minimum Qualifications for Faculty and Administrators in California Community Colleges" handbook available on the CCCCCO website. Every unit member who possesses a Credential authorizing California Community College service shall be deemed to have met minimum qualifications for purposes of serving in the discipline named. (Education Code Section 87355.)

22B. Structure Of Faculty Service Areas (FSAs)

An FSA ("Faculty Service Area") is defined as "a service or instructional subject area or group of related services or instructional subject areas performed by faculty and established by a community college district." (Cal Ed Code § 87743) The function of

FSA's is to provide a rational and workable framework within which retreat rights, seniority rights, and bumping rights can be exercised by faculty in the event of a layoff, reduction in force, or reduction in services. FSAs and MQs do not have the same criteria and are not treated the same for creating and maintaining a faculty workload.

FSAs are established according to the Disciplines List, as adopted by the State Board of Governors of California Community Colleges, including any subsequent modifications thereof.

Faculty Service Areas (FSAs) are assigned on the basis of competency. All Contract or Regular unit members, including all Full-time Faculty and educational Administrators with retreat rights, who are competent and eligible to qualify for an FSA in which the unit member has met both minimum qualifications and District competency standards set forth below are assigned FSAs. (Education Code Section 87743.3.)

To receive an FSA, the unit member with a Master's degree must have completed the equivalent of 24 semester units in the additional discipline, of which twelve (12) semester units must be upper division or graduate level.

22B.1 Competency Standards

A faculty member shall be considered to meet District competency criteria to receive an FSA if that member meets at least one of the criteria listed below.

- a. Has had satisfactory experience in the District or has been evaluated in the District as "satisfactory" in their primary discipline or non-instructional assignment within the seven previous years.
- b. Has been employed full-time for the equivalent of at least three academic years within the seven previous years in the District or at another California community college district, rendering service which would have been in the applicable FSA.
- c. For disciplines requiring a master's degree: has completed the requirements for minimum qualifications in a discipline more than seven years prior and has successfully completed (with grade of "C" or better) six semester units in a combination of upper division or graduate-level coursework directly related to the FSA discipline within the three years prior.
- d. For disciplines not requiring a master's degree: has had two years of full-time paid work experience directly related to the discipline within the seven previous years.

The bargaining unit member will have responsibility to provide the District with all records necessary to substantiate the claim of competence.

An FSA is valid for life, and cannot be lost by (1) resignation and subsequent rehire within ten [10] Calendar Years; (2) loss of employment due to layoff or non-rehire, and then subsequent re-hire within ten [10] Calendar Years; or (3) service as an Administrator and subsequent "retreat" to the Faculty.

22A.2 Competency Standards

~~A unit member will be considered to have demonstrated competency in a particular Faculty Service Area (FSA) if the unit member has satisfied one of the following-~~

requirements:

- ~~a. Possess a Master's degree or other advanced degree from an accredited institution in the teaching or service field; or~~
- ~~b. Possess a Subject Matter Area Credential, i.e., is eligible to teach or serve in those Primary Disciplines listed on the Credential or in the current "Minimum Qualifications for Faculty and Administrators in California Community Colleges" version or subsequent revisions and any certificate or license required in the discipline; or~~
- ~~c. Possess the Minimum Qualifications for a discipline as outlined in the current "Minimum Qualifications for Faculty and Administrators in California Community Colleges" version or subsequent revisions and in conjunction with the Board of Governors Minimum Qualifications Regulations (Title 5 Sections 53400-430) or the equivalent which refers to the possibility of hiring Faculty who do not possess the exact degrees listed. The use of equivalency in the Chabot Las Positas Community College District specifies that an individual who is eligible for the applicant pool must have academic preparation at least equal to that for the required degree, or must have the degree, and/or experience equivalent to the required degree as determined by the District Equivalency Committee. See [State Chancellor's Office Minimum Qualifications for Faculty and Administrators in California Community Colleges](#); and, see Administrative Procedure 7211: Faculty Service Areas (FSAs), Minimum Qualifications and Equivalencies; [See Appendix: Application for Equivalency and Equivalency Approval Form](#); or~~
- ~~d. [To receive an additional Faculty Service Area (FSA)], the unit member with a Master's degree must have completed the equivalent of twenty-four (24) semester units in the additional discipline, of which twelve (12) semester units must be upper division or graduate level; or~~
- ~~e. (For Counseling or Library Faculty), have performed in the District the duties at least twenty percent (20%) of the hours per week indicated for a full Load in assignment described in [Article 10](#) of this Agreement, for at least three (3) different quarters/semesters, in addition to the Master's degree or equivalent; or~~
- ~~f. (In those fields not requiring a Master's degree), possess the combination of degree and work experience as stipulated in the current "Minimum Qualifications for Faculty and Administrators in California Community Colleges" version or subsequent revisions.~~

22CB. Cross-Listed Courses

A unit member who is eligible to teach a course that is cross-listed in different disciplines may teach that course in either discipline.

22DC. Initial Assignment Of Faculty Hired After Adoption Of Policy

22DC.1 Initial Procedure

A newly hired unit member may request and receive advice by a designated representative from the Academic Senate and the Office of Academic Services

for Faculty assignments within its jurisdiction or the Office of Student Services for Faculty assignments within its jurisdiction in filing appropriate Faculty Service Area (FSA) documents.

The Office of Academic Services will assign Faculty Services Areas (FSAs) for that portion of an assignment outside Student Services.

Upon request, the Faculty Association shall be given a list of every Faculty Service Area (FSA) assigned to every Full-time unit member.

22DC.2 Verification Of Qualifications

The Office of Academic Services or Office of Student Services verifies academic and professional qualifications and assigns Faculty Services Areas (FSAs) subject to the appeals process outlined in [Section 22E](#) below.

22ED. Annual Application Process

22ED.1 Application Schedule

[See Appendix](#): Faculty Service Areas: Record Form.

~~An employee may petition for recognition of competence in an FSA by completing the FSA Record Form for such recognition with the District no later than February 15 for recognition in the following academic year. (See, Education Code §87743.3). The completed FSA Record Form shall be submitted to the Office of Academic Services and/or Office of Student Services, as appropriate. The opportunity for unit members and educational Administrators to apply for initial or additional Faculty Service Areas (FSAs) shall occur annually.~~

22ED.2 Information For Application

On implementation of this Article, representatives of the Academic Senate, Office of Academic Services, and Office of Student Services will provide assistance to all divisions for the purpose of providing information to unit members on the Faculty Service Area (FSA) application process.

22ED.3 Assistance In Application

The Faculty Association and Academic Senate will, in consultation with management, design forms that lead each unit member through the process of self-identifying appropriate Faculty Service Areas (FSAs). [See Appendix](#): Faculty Service Areas: Record Form.

22ED.4 Submission Of Application

Applications shall be submitted on forms approved by the Office of Academic Services and Office of Student Services. [See Appendix](#): Faculty Service Areas: Record Form.

22D.5 Application Deadline

~~All applications for a new or additional Faculty Service Area (FSA) must be submitted to and received by the Office of Academic Services or the Office of Student Services on or before February 15 (Education Code 87743.3).~~

~~A Faculty applicant under this Article must be a member of the bargaining unit when the application is made or an educational Administrator with retreat rights, or a unit member in layoff status with rehire rights under the Education Code or this Agreement.~~

22ED.56 Academic Credential Verifications

It will be the responsibility of Office of Academic Services and/or Office of Student Services, as appropriate, to verify academic credentials and claims for Faculty Service Area (FSA) eligibility. The Office of Academic Services and/or Office of Student Services shall issue its decision on any application by March 15.

22ED.67 Filing Of Approved Applications

Approved Faculty Service Area (FSA) assignments will be forwarded to the applicant's Personnel File, see [Article 16-1](#).

22ED.78 Denial Of Application

Failure of a unit member to have demonstrated competency in accordance with minimum qualifications and competency standards outlined in [Article 22B.1](#) above shall constitute a basis for denial of the unit member's application.

22ED.89 Notice Of Denial

Denials of Faculty Service Area (FSA) applications will be forwarded in writing to the unit member by March 15. The denial shall specify the deadline for filing an appeal with the District Equivalency Committee. The denial shall set forth the basis for its action with reasonable particularity. [See Appendix](#): Faculty Service Areas: Approval/Denial Form.

22FE. Appeal Process

22FE.1 Appeal To District Equivalency Committee (DEC)

See [Administrative Procedure 7211](#): Faculty Service Areas (FSAs), Minimum Qualifications and Equivalencies.

A unit member who believes this policy has been applied in error may appeal to the District Equivalency Committee (DEC) citing the specifics of the alleged misapplications, misinterpretations and/or violations.

22FE.2 Members Of District Equivalency Committee (DEC)

The District Equivalency Committee (DEC) consists of four (4) individuals: two (2) Administrators (one from each college where each one is selected by the College President at the respective college), and two (2) Faculty members (one from each college; one selected by the Faculty Association and one selected by the Academic Senate) for a two (2) year term which can be renewed. It is understood that the two (2) Faculty appointees shall concurrently represent each college in the following manner: if the Academic Senate appoints its member from one college then the Faculty Association shall appoint its member from the other college. This Committee will meet for each [FSA appeal](#) ~~Equivalency~~ as needed. The majority will decide the vote.

If there is a two-two (2-2) tie on granting the FSA appeal Equivalency, then two (2) Faculty members (one from each college) within the applicant's discipline or related discipline will review the FSA appeal Equivalency request. These two (2) Faculty members (one from each college) shall be selected in the following manner: One shall be appointed by the Academic Senate and one appointed by the Faculty Association. If these two (2) individuals vote two to zero (2-0) in favor, then the FSA appeal Equivalency shall be granted. If the vote is two to zero (2-0) against, then the FSA appeal Equivalency shall be denied. If there is a tie vote, then the FSA appeal Equivalency shall be denied.

A person who had an FSA appeal Equivalency denied can reapply after one (1) year if he/she has changes in circumstances documentation.

Other than described above, no unit member with a potential FSA or Equivalency in the discipline which is the subject of the application shall serve in the Appeal's process. See [Administrative Procedure 7211](#): Faculty Service Areas (FSAs), Minimum Qualifications and Equivalencies.

The Committee shall appoint a chairperson who shall communicate the final outcome of the process to the applicant. The applicant shall only be entitled to know the decision.

22FE.3 Role Of The Faculty Association

The Faculty Association is entitled to represent the interests of the unit member(s) denied a Faculty Service Area (FSA).

22FE.4 Appeal Timeline

Unit members denied a Faculty Service Area (FSA) shall be informed by both Regular and Certified U.S. Mail, return receipt requested. Any appeal must be filed with the District Equivalency Committee (DEC) within fourteen (14) days of receipt of the notification.

22FE.5 Documentation

Applicants are responsible for providing needed documentation. The applicant, Faculty Association, and District shall cooperate in providing records pertinent to an application.

22FE.6 Responsibility Of District Equivalency Committee (DEC)

The District Equivalency Committee (DEC) members shall review the terms of each appeal carefully to assure valid application of those provisions.

22FE.7 Timeline For Decision

The District Equivalency Committee (DEC) shall issue its decision as a recommendation to the Vice President, Academic Services or the Vice President, Student Services within fourteen (14) days after an appeal has been filed. The DEC shall specify the basis for its decision with reasonable particularity.

22FE.8 Grievance

Final decisions by the District Equivalency Committee (DEC) are subject to further appeal pursuant to the grievance procedure set forth in this Agreement

(Education Code 87743.3) and within the provisions set forth below.

There shall be no Level I step of the grievance procedure and the written grievance shall be filed at Level II within fourteen (14) days after the decision is served by the District Equivalency Committee (DEC). The DEC shall cause its decision to be served personally or by Certified U.S. Mail, return receipt requested.

Hereinafter, the grievance shall follow steps as outlined in this Agreement.

ARTICLE 26

ENROLLMENT MANAGEMENT

TENTATIVE AGREEMENT

26A. Productivity Assessment

There will be a District Enrollment Management Committee (DEMC), described in [Article 26C](#). The DEMC shall develop a common understanding of the issues, methods, and data to be utilized in order to set appropriate Weekly Student Contact Hour/Full-time Equivalent Faculty (WSCH/FTEF) targets for the colleges, as well as goals and targets used in the Counseling disciplines.

There will be a College Enrollment Management Committee (CEMC) at each college, described in [Article 26E](#). Each CEMC shall annually provide a prioritized list of planned activities designed to achieve cost effective productivity improvements. This list shall consist of activities initiated in the disciplines as well as activities initiated by the CEMCs. This list shall consist of activities requiring financial support as well as activities requiring no additional financial support. The prioritization and implementation timelines of these activities will be voted on by the members of the CEMCs, and the list will be forwarded to the DEMC for additional allocations if appropriate.

In addition, CEMC and DEMC will also analyze, provide input, and work collaboratively to design strategies and activities with the goal of optimizing revenue yields under the Student Centered Funding Formula (SCFF).

Each CEMC will receive ~~five~~ seven (~~5~~) (7) Calculated A Hours (CAHs) reassign time (or equivalent stipend) per semester.

26B. Basic Principles

The District and the Faculty Association agree that the following principles shall be the basis for productivity assessments in the District.

26B.1 Academic and Counseling Discipline Quality

Improvements in the District's economic productivity must not be achieved at the cost of each college's academic quality.

26B.2 Productivity Achievement

Improvements in the District's economic productivity must be pursued and achieved by cooperation of managerial staff, classified professional staff, and Faculty staff equally.

26B.3 Data Input

Work of the DEMC and CEMC's shall be based upon accurate data pertinent to the issues being examined.

26B.4 Productive Economic Effect

Improvements in the District's academic productivity and Counseling discipline metrics must not be achieved through economic expenditures that threaten the District's economic survival.

26B.5 Effect On Students

Improvements in the District's economic, counseling discipline metrics, and academic productivity must be achieved in conjunction with, and not at the expense of, student access, student success and student equity.

26C. District Enrollment Management Committee (DEMC)

The DEMC shall be composed of ~~four six (4) (6)~~ representatives appointed by the Faculty Association, including a minimum of one (1) Faculty representative from each College Enrollment Management Committee (CEMC) described in [Article 26E](#) below; two (2) of the faculty representatives must come from the Counseling Disciplines, one (1) from each college. Additionally, and ~~four six (4) (6)~~ representatives of the District appointed by the Chancellor, including each College President or their designee, and two (2) appointees from the Counseling area, one (1) from each college, and appropriate non-voting staff as necessary. The DEMC shall have appropriate support services and unimpeded access to all relevant data.

26D. Establishing District/College Weekly Student Contact Hour/Full-Time Equivalent Faculty (WSCH/FTEF) Goals and Counseling Discipline Goals

The WSCH/FTEF goals for each college and the District shall be established on an annual basis by the District, after consulting with t/he DEMC, as part of the District's annual Budget development process. The WSCH/FTEF goal(s) will be established within the framework of a balanced Budget. The colleges shall not exceed their FTEF allocation. WSCH/FTEF goals shall be met fairly and equitably across each division of the College based upon their capabilities. The DEMC shall also make recommendations to the CEMCs and the District about cost effective productivity innovations and procedures to be implemented in the future. The WSCH/FTEF goals for the colleges will be established by the DEMC for the upcoming year no later than last working day of November the previous Academic Year. If this date cannot be achieved, the parties will work on another mutually agreeable date.

The Counseling Discipline plan and goals will be established within the framework of a balanced budget. The goals and metrics used in this section will be determined as described in 26E.1 below.

26E. College Enrollment Management Committees (CEMCs)

Each college will have a College Enrollment Management Committee (CEMC). The CEMCs shall be composed of four (4) representatives appointed by the Faculty Association, at least one appointee will come from the Counseling discipline, and four (4) representatives appointed by the College President, as well as non-voting support staff as necessary. The CEMCs will be co-chaired by a Faculty member and one of the appointees of the College

President. The CEMCs will make recommendations as described below and will serve as a resource to the Faculty on the planning for and implementation of cost effective productivity goals. The CEMCs shall be responsible for recommending annual WSCH/FTEF and Counseling discipline goals to the DEMC and the College President for each of the disciplines or groupings of disciplines, and workload goals for other services.

26E.1 Establishing Discipline Performance Productivity Goals

At the college level, the CEMC, through the leadership of the committee's chairs, will recommend annual WSCH/FTEF goals for each of the disciplines or grouping of disciplines, and the workload goals for the other services, in order for the college to attain its overall assigned workload goals. The goals will be based on the data from the previous three (3) Academic Years, also using the latest Fall ARGOS report available. See [Article 1C.1r.](#) for ARGOS definition.

Likewise, the Counseling discipline goals will be based on data from previous academic years. In academic year 2022-23, a task force of counselors and administrators from both colleges, SARS specialists, and ITS will convene to create a data dashboard that will become available by June 1, 2023. Counseling discipline faculty in agreement with Student Services administrators will determine the metrics which will be used. It is understood that these metrics will evolve and change over time.

26E.2 Factors Determining Weekly Student Contact Hour/Full-Time Equivalent Faculty (WSCH/FTEF) Goals

Contractually agreed upon factors such as room availability, teaching methodology, class size, State imposed professional standards, etc., will be taken into account when determining College WSCH/FTEF goals. The CEMC shall consult each discipline prior to recommending the discipline's goals. The CEMC shall provide the discipline with all the necessary resources (i.e., enrollment data, ARGOS reports, analysis of enrollment trends, comparison of WSCH/FTEF at other community college districts in the Bay Ten, etc.) to formulate the discipline's goals. See [Article 1C.1s.](#) for a listing of the Bay Ten Community College Districts; and, [Article 1C.1r.](#) for definition of ARGOS.)

Guided by the student services data, the strategies and goals of the Counseling Discipline Plan shall be developed with contractually agreed upon factors such as room availability, students facing technical challenges (e.g. signing into Cranium Café, scheduling appointments), nature of appointments and necessary subsequent follow up. Support staff will be taken into account. The District shall provide the discipline with access to all the necessary resources (i.e., SARS reports, Cranium Cafe reports, dashboard metrics) to formulate the discipline's goals.

26E.3 Weekly Student Contact Hour/Full-Time Equivalent Faculty (WSCH/FTEF) Goal Adjustments

Adjustments in the WSCH/FTEF goals, and/or the Counseling discipline goals, shall be made by the CEMC in cases where the Committee used insufficient and/or erroneous data. In the event that the CEMC is unable to recommend discipline WSCH/FTEF goals, the appropriate College Vice President shall set the discipline's goals.

26E.4 Discipline Plan

Each discipline, or grouping of disciplines, will work with the appropriate Administrator and the CEMC Committee Chairs to develop a Discipline Plan for achieving their recommended WSCH/FTEF goal to be submitted to the responsible College Vice President. The discipline, or grouping of disciplines, can exceed or go below contractual or past practice class size maximums or class size minimums as long as their Division Discipline Plan achieves their WSCH/FTEF goal and serves student needs and enrollment patterns. This Plan must be submitted in time to facilitate timely scheduling.

There will be an opportunity for a minority opinion to be stated and attached to each Plan. The College President will ultimately approve or impose a Plan in time for class scheduling. A discipline may consult with the CEMC at any time in this process.

Each Counseling Division Discipline Plan will provide a rationale for the mix and proportionality of online counseling and teaching modalities they want to use to provide instruction and services (See: Article 19A).

26E.5 Evaluation

Each discipline's success in achieving its WSCH/FTEF or Counseling discipline goals will be evaluated by the responsible College Vice President as soon as appropriate Enrollment and Census data are available. If the discipline fails to meet its WSCH/FTEF goals, a subcommittee appointed by the CEMC will convene and will work with the discipline to develop a revised Discipline Plan for achieving the Discipline's WSCH/FTEF goals. The Discipline may consult with the CEMC at any time in this process.

26E.6 Review Of Discipline Plan

The appropriate Administrator will then review the new Discipline Plan. If the appropriate Administrator does not believe the Plan is workable or will cause an adverse impact on students, the appropriate Administrator, in consultation with the responsible College Vice President, may revise the Plan. In these cases, the appropriate Administrator will inform the Faculty and the CEMC why the Plan is being revised and will propose alternatives. The appropriate Administrator and the Discipline will make a concerted effort to write a Plan that is approved by the appropriate Administrator and CEMC Committee Chairs. The appropriate Administrator will ultimately approve or impose a Plan in consultation with the responsible College Vice President to meet the schedule deadline.

26E.7 Counseling Division Discipline Plan

The Counseling Division at each college, including the appropriate Administrator and Faculty members, shall create the Counseling Division's annual Discipline Plan. This document will include qualitative and quantitative measurements of activities, timelines, accountability strategies, and student contacts per hour. The Counseling Division shall submit their Plan at the same time as the Instructional Discipline Plans in accordance with CEMC guidelines. The Counseling discipline data dashboard will serve as a one guide to improve the Counseling Division

Discipline Plans. This process will commence in Academic Year 2022-23, with an understanding that the necessary data, structures and strategies of this work will be developing, evolving and growing over the course of the year.

ARTICLE 29

PROFESSIONAL DEVELOPMENT

TENTATIVE AGREEMENT

29A. Professional Development

The campus Professional Development Committees (PDC) shall determine the authorized uses of Professional Development funds according to their internal decision making processes.

29A.1 Professional Development Committees (PDC)

Each college shall have its own structure for establishing a Professional Development Committee (PDC). The Faculty Association may appoint a member to this Committee per Article 4J. The PDC reports to the College's Faculty Senate.

29A.2 Reassign Time For Faculty Professional Development Committee (PDC) Members

Reassign Time shall be granted to the PDC members according to the discretion of each college. [Article 10C.3](#) applies.

29A.3 Flex Day Responsibilities Of The Professional Development Committee (PDC) Members

The PDC on each campus shall create their campus Flex Day program for mandatory Flex periods. Working with the appropriate College President, the PDC shall review their unit member proposals and recommendations for Flex Day presentations. The decisions for Flex Day programs shall be made jointly by the Academic Senate or designee and the College President or designee. See [Article 1C.4g.](#) for Flex Day definitions.

29A.4 Distance Education Training

The District shall allocate funds to the colleges to provide Professional Development for unit members to improve their discipline-specific skills teaching in online Distance Education formats.

29B. Flex Day Obligations

Flex Day obligations shall be six (6) hours per day for a Full-time Contract, Regular, or Temporary Leave Replacement (TLR) unit member. This shall apply to Mandatory and Variable Flex Days.

A non-working lunch or any other activity that is not required of all unit members is in addition to the six (6) required hours for a Mandatory Flex Day.

- a. **Mandatory Flex Day** is a day set aside for Faculty to participate in programmed activities in person. Mandatory Flex Days are designated by the Academic Calendar Committee (see [Article 8C.1](#)) and mutual agreement between the Professional Development Committee (PDC) and the appropriate College President (see [Articles 8C.1](#) and [29A.3](#)), and are conducted in lieu of instruction when scheduled at times that classes would normally meet.
- b. **Variable Flex Day** is a requirement for Full-time unit members to complete six (6) hours of improvement activities on the unit member's own time. One or more Variable Flex Days may be designated by the Academic Calendar Committee (see [Article 8C.1](#)) as part of the one hundred seventy-five (175) day Academic Calendar. When so designated, unit members account for their hours in accordance with [Article 29D](#).

Unit members must submit a [Variable Flex Activities Form](#) by November 15th to the Faculty Chair of the PDC (serving as an Academic Senate Subcommittee) for participation in the Variable Flex Activities. [See Title V Sections 55720, 55724, 55726, 55728, 55730 and Education Code Section 87153.]

Variable Flex Activities documentation (e.g., attendance sheet, meeting minutes, registration receipt, agenda, certificate, transcript) shall be submitted to the Faculty Chair of the PDC by May 15th. See [Article 10H](#) for assignments outside the one hundred and seventy-five (175) day Academic Year.

29B.1 Obligation Of Part-Time Faculty

If a Part-time unit member has a class cancelled during a scheduled Mandatory Flex Day, then the Part-time unit member shall be obligated to attend the same portion of the Mandatory Flex Day as the length of the cancelled class. (For example, if the cancelled class was one (1) hour, then the Part-time unit member shall be required to attend one (1) hour of the Mandatory Flex Day activities.)

A class taught in Online Synchronous modality before 4:00 p.m. on a Mandatory Flex Day will normally be cancelled. Notwithstanding, the college Vice President of Academic Services may grant approval for the class to meet as scheduled, online. If the class is cancelled, the provision above shall apply.

29B.2 Obligation Of Contract, Regular, And Temporary Leave Replacement (TLR) Faculty With Overload Assignment

If a Contract, Regular, or Temporary Leave Replacement (TLR) unit member has an overload assignment for extra pay on a scheduled Mandatory Flex Day and starting after the end of the Mandatory Flex Day obligation, then that unit member shall not be excused from part of the Mandatory Flex Day obligation.

29B.3 Flex Obligation When Load Requirement Is After The End Of Flex Day

If a Contract, Regular, or Temporary Leave Replacement (TLR) unit member has a contract obligation for Load on a Mandatory Flex Day that starts after the end of the Mandatory Flex Day obligation, that unit member shall be excused from the entire Mandatory Flex activity but shall meet his/her scheduled evening Load and office hour obligation. If Load is split between day and night the unit member shall attend three (3) hours of Mandatory Flex obligation as well as his/her scheduled evening Load and office hour obligation.

29B.4 Attendance Requirement

Mandatory and Variable Flex Day attendance shall be accounted for by the appropriate Administrator(s).

29B.5 Required Orientation Days' Exception

First Academic Year Contract Faculty shall not count the two (2) days of required orientation in [Article 8C.2](#) as Variable Flex activities.

29C. Compensation For Flex Day Activities

29C.1 Contract, Regular, And Temporary Leave Replacement (TLR) Faculty

Contract, Regular, and Temporary Leave Replacement (TLR) unit members who attend a Mandatory Flex Day activity or a Variable Flex Activity as part of their regular Contract duties shall not be compensated extra for their Flex obligations.

29C.2 Part-Time Faculty

Part-time Faculty unit members who participate in Mandatory Flex Day activities as part of their Contract obligations shall not be compensated for their Flex Day activities. If a Part-time Faculty unit member attends a Flex activity for which his/her participation has been approved for compensation by management and which is in excess of his/her Contract obligations, then that unit member shall be paid hourly according to the "F" Hour Rate on the [Faculty Salary Schedule](#), see [Article 21G.2](#).

29C.3 Presenter Compensation

[See Appendix](#): Flex Day: Compensation Form.

Unit members presenting workshops that can be used by others to fulfill Flex requirements shall be compensated at the rate of one (1) hour of preparation time for each hour of presentation time according to the "F" Hour Rate on the [Faculty Salary Schedule](#). (See [Article 21G.2](#)) The presenter's preparation hours shall be listed on the appropriate negotiated form. A presenter may not receive Variable Flex credit for the preparation/presentation of work that is being otherwise compensated or for which Reassign Time is provided. For every hour of presenting there shall be a two-to-one Flex credit to apply to that Academic Year Flex obligation.

29D. Failure To Complete Flex Time Obligations

Every six (6) hour block of time that is fully accounted for on a Contract, Regular, or Temporary Leave Replacement (TLR) unit member's individual Flex Day Report Form shall count toward the completion of one (1) working Flex Day. For every six (6) hour block of time that is not fully accounted for by May 15th of every Academic Year, there shall be one (1) sick day deducted for that unit member for the appropriate Academic Year.

29D.1 Factual Accounting For Proportional Attendance

If the unit member accounts for part of the six (6) hour block of time but less than the whole block, then a proportional fraction shall be deducted from the unit member's Sick Leave. [For example, if a unit member accounts for three (3) hours of Flex activity, then one half (½) of one sick day shall be deducted for that unit

member.]

29D.2 Part-Time Faculty

Part-time Faculty unit members who miss required hours of Flex activities shall have a one (1) hour for one (1) hour reduction in their Part-time Faculty Sick Leave.

29D.3 Effect Of Variable Flex Activity That Extends Beyond The Academic Year

See [Article 1C.4g.](#) for Variable Flex definition. Notwithstanding other parts of this Article, if a Variable Flex activity with prior approval of the appropriate Administrator extends beyond the Academic Year, the unit member shall have until June 30 of that Academic Year to finish the activity without a penalty related to completing the requisite one hundred and seventy-five (175) days of the Academic Year.

29E. Conference And Honorary Leave Of Absence (Contract/Regular/ Temporary Leave Replacement (TLR) Faculty)

A Contract/Regular/Temporary Leave Replacement (TLR) unit member shall have the opportunity for up to five (5) days of Conference or Honorary Leave of Absence per Academic Year without loss of salary or benefits.

29E.1 Conference Leave Of Absence Definition

A Conference Leave of Absence is an employment related conference, institute, workshop, or institute/workshop wherein a unit member will be a recipient of research, artistic production or publications, sponsored by a professional organization, that are pertinent to his/her professional work assignment. This language is not intended to include courses taken by a unit member to obtain an advanced degree, or to further his/her placement on the [Faculty Salary Schedule](#), or District sponsored courses or workshops.

29E.2 Honorary Leave Of Absence Definition

An Honorary Leave of Absence is an employment related conference, institute, workshop, or institute/workshop wherein a unit member delivers a paper or speaks on his/her research, artistic production or publication, sponsored by a professional organization.

29E.3 Conference And Honorary Leave Of Absence Applications

[See Appendix:](#) Conference Leave: Request Form.

Applicants shall submit requests for Conference and Honorary Leaves of Absence to the Professional Development Committee (PDC) on the required negotiated form at least forty-five (45) days in advance. Exceptions to the forty-five (45) day advance application will require a written request for waiver to be submitted to the College President.

Any funds remaining in the PDC travel budget, after all approved travel taken during the Fiscal Year has been reimbursed by the end of the Academic Year, shall be carried forward to the next Fiscal Year.

29E.4 Conference And Honorary Leave Of Absence Report

The unit member provided Conference and/or Honorary Leave of Absence shall submit a follow up Report of said Conference or Honorary Leave to the District representative designated at each College. The unit member shall also submit the Form for Reimbursement of Conference Expenses to said representative. [See Appendix](#): Conference Expense Claim Form.

29F. Diversity Equity Inclusion and Access Coordination Team (DEIACT)

Each college shall have its own structure for establishing a Diversity Equity Inclusion and Access Coordination Team on student equity and student success. Chabot College has currently defined its DEIA coordination team as the Chabot College Equity for Professional Growth group (CCEPG). By Spring of the 2023 academic year, Las Positas College will determine its DEIA coordination team.

No later than May 1, 2023 the District and Faculty Association will meet to negotiate a MOU, which outlines the support and implementation of the DEIA requirements in the academic 2023-2024 issued by the state.

Upon the release of the State's timeline for the mandatory implementation of the DEIA mandate, the district and FA will meet within 30 days to discuss potential impacts and effects on collective bargaining.

29F.1 DEIACT Responsibilities for Spring 2023

- a. Chabot and Las Positas DEIACTs shall collaborate with: each other, existing equity groups on campus, college Presidents or appointee(s), and the Chancellor or appointee and Vice Chancellor of Human Resources or appointee, to develop a unified understanding of the State's DEIA principles.
- b. Working collaboratively with existing equity groups, the campus DEIACTs shall create and recommend the "roll out" for how DEIA competencies are introduced to CLPCCD faculty; define the unit members' professional development obligation, and strategies for ongoing professional development and the equitable inclusion of DEIA competencies. The DEIACTs will share this "roll out" with the college's shared governance committees, senates, College Presidents or appointee(s), and the Chancellor or appointee and Vice Chancellor of Human Resources or appointee.



CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT

Office of Academic Services

Assignment Preference Form: Part-Time Faculty



If you are interested in a Part-time Faculty assignment, please complete this form and email it back to your Administrator no later than the first Friday after the start of the Spring Semester.

Please note that in the Fall and Spring Semesters, all hourly assignments are limited to sixty-seven percent (67%) of a Full-time Load, District-wide. This does not guarantee an assignment outside of what is available.

Thank you for your interest.

(Please Print)

Name: _____ Discipline: _____

I am interesting in the following assignment(s): Teaching Counseling Librarian

Are you available for an assignment in the **summer session**? Yes No

Please provide the blocks of times and days you are available for your assignment(s). (Note: selecting a preference for one time slot does not guarantee you will receive an assignment in that slot. You will not be considered for an assignment, if you leave all time slots blank.)

Summer 2022 2023 session:

DAYS	7:30 am – 12:00 pm	12:00 pm – 3:00 pm	3:00 pm – 6:45 pm	after 6:45 pm
Mondays and Wednesdays				
Mondays, Wednesdays and Fridays				
Tuesdays and Thursdays				
Fridays				

I would prefer (please mark one): __1 assignment __2 assignments __3 assignments
__Maximum Allowed

Fall 2022 2023 semester:

DAYS	7:30 am – 12:00 pm	12:00 pm – 3:00 pm	3:00 pm – 6:45 pm	after 6:45 pm
Mondays and Wednesdays				
Mondays, Wednesdays and Fridays				
Tuesdays and Thursdays				
Fridays				

I would prefer (please mark one): __1 assignment __2 assignments __3 assignments
__Maximum Allowed

Spring 2023-2024 semester:

DAYS	7:30 am – 12:00 pm	12:00 pm – 3:00 pm	3:00 pm – 6:45 pm	after 6:45 pm
Mondays and Wednesdays				
Mondays, Wednesdays and Fridays				
Tuesdays and Thursdays				
Fridays				

I would prefer (please mark one): __1 assignment __2 assignments __3 assignments
 __Maximum Allowed

Courses I have taught in the Discipline within the previous two (2) years (Please include catalog course number and title):

Additional courses for which I am qualified to teach in this Discipline:

Online Courses:

Indicate which modalities (Article 19A.1) you are willing to teach in:

Face to Face Synchronous Online Asynchronous Online Hyflex

Indicate previous training in these modes of instruction:

Online course deliver via @ONE classes, LPC's OCPD Program, Chabot's COOL program (Article 19H.1)

Hyflex instruction (Article 19A.1(h))

Other, please specify (e.g. training obtained in another district, etc., please specify dates)

Courses I would like to teach in priority order:

Course name/number: _____ I have taught this class online

Course name/number: _____ I have taught this class online

Course name/number: _____ I have taught this class online

Course name/number: _____ I have taught this class online

Course name/number: _____ I have taught this class online

Course name/number: _____ I have taught this class online

(Please note: stating your preferred courses does not guarantee an assignment in that course. Additionally, OEI courses shall only be assigned to the instructor approved to teach the course through the OEI approval process.)

Have taught/Would like to teach (circle one): _____

Have taught/Would like to teach (circle one): _____

Please note any limitations or other comments to any of your preference above.
(For example: In the fall semester, I am unavailable on Tuesdays or before 10:00 am)

Have you submitted or will you submit an assignment preference form in another division at Chabot and/or LPC?

Yes No

If yes, give division: _____

Location (check all that apply): Chabot LPC **Effective:** Summer Fall Spring

I am available to substitute as needed (subject to preferences above): Yes No

I am interested in teaching large lecture classes: Yes No

For counselors: I am interested in participating in orientation and program planning sessions.

Yes _No

Contact information:

Print Name: _____ Date: ___/___/___

Address: _____

Home Phone: (____) _____ Alternative Phone: (____) _____

E-mail address: _____

Signature: _____ Date: ___/___/___

Please note: The above contact information is for response to this document only and does not constitute a change in District personnel records. Changes in phone numbers, address or other contact information should be made as soon as possible through the Office of Human Resource.

Note: Receipt of this form does not constitute a commitment by the college to offer any part-time teaching assignments.

Completed forms are to be emailed back to appropriate Administrator by the first Friday after the start of the Spring Semester. These forms are the primary source for determining staff availability each term. All assignments will be made in accordance with Article 18B (Employment Rights) and Article 18C (Offer of Employment) of the Faculty Collective Bargaining Agreement. Each year, seniority lists for Part-time Faculty posted in each division by November 10th.

Important: If circumstances change after submitting this preference form, it is the responsibility of the unit member to contact his/her Dean to update the information given herein.

Division: _____ Chabot LPC

Administrator signature: _____ Date: ___/___/___

Please return completed forms to your Administrator via Email by the first Friday after the start of the Spring Semester.

Reference: Article 18B.3, 18C.3 – Faculty Collective Bargaining Agreement



CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT
Office of Human Resources
Evaluation: Observation of Instruction Form - Face to Face Class



(The observation of instruction form is required and must be forwarded to the supervisor)

Evaluee: Full-time Part-time

Location: Chabot College Las Positas College

Semester: Spring Summer Fall Year: _____

(Please Print)

Instructor observed: _____
 (please print legal name)

Class observed: _____
 (course/subject) (number) (section)

The instructor has presented a syllabus and related materials that clearly stem from the course outline of record: Yes No

- Assignments and materials relate to objectives and content on the outline of record
- Methods of evaluation and grading standards relate to the outline of record

Date of observation: ____/____/____ Time of observation: _____

Approximate number of students present during observation period: _____

(Please Print)

Evaluator: _____ **Date:** ____/____/____

I have read and received a copy of this observation of instruction. *

Instructor signature: _____ **Date:** ____/____/____

Evaluator signature: _____ **Date:** ____/____/____

*** The instructor being observed has the right to append a statement to this observation of instruction.**

Divided into six sections, including space for a narrative response at the end, this instructional observation form provides a guide to the evaluator observing a colleague's instruction.

Note: In all sections, there is no minimum or maximum number of items that "should" be checked. Please check "Not Applicable" where the item is not applicable to the type of instruction observed.

Please review the entire form before observing instruction.

SECTION I: TYPE OF INSTRUCTION OBSERVED

- Lecture, including lecture/discussion
- Performance skills
- Laboratory
- Mixed methods
- Skills lab (i.e., labs identified by faculty as discrete skills-based, individualized instruction)

If additional space is needed, please use an additional piece of paper noting the section and question number.

SECTION II: INFORMATION DELIVERY

What was the primary concept/process/skill/event presented during the observed lesson?

Note: No minimum or maximum number of items “should” be checked.

The instructor presented the lesson in an organized, logical manner.

Yes No Not Applicable

Comment(s):

The instructor related the lesson to what has come before and what will follow.

Yes No Not Applicable

Comment(s):

The instructor provided background information to create a basis or a context for understanding the primary learning outcomes.

Yes No Not Applicable

Comment(s):

The instructor provided examples, definitions, and explanations of concepts/processes/skills/events.

Yes No Not Applicable

Comment(s):

The instructor described/modeled strategies for questioning, predicting, verifying, inferring, interpreting, and/or reasoning.

Yes No Not Applicable

Comment(s):

Other observations with respect to information delivery: (Note: also see Section V for additional specific instructional strategies.)

If additional space is needed, please use an additional piece of paper noting the section and question number.

S:\Share\RestrictedHR\FA Negotiations 2022\Completed Tas\EvalObservF2FClass(2022-2025)

Updated 8/22/2022

SECTION III: STUDENT – FACULTY INTERACTION

Note: No minimum or maximum number of items “should” be checked.

The instructor helped students apply/use new concepts/processes/skills.

- Yes No Not Applicable

Comment(s):

The instructor helped students monitor their application of concepts/strategies.

- Yes No Not Applicable

Comment(s):

The instructor encouraged student participation, questions, and feedback.

- Yes No Not Applicable

Comment(s):

The instructor answered student questions effectively.

- Yes No Not Applicable

Comment(s):

The instructor, when appropriate, encouraged student-to-student interaction related to the lesson at hand.

- Yes No Not Applicable

Comment(s):

The instructor provided individual attention/assistance to students.

- Yes No Not Applicable

Comment(s):

If additional space is needed, please use an additional piece of paper noting the section and question number.

Other student – faculty interactions observed.

(Note: also see Section V for additional specific instructional strategies.)

SECTION IV: CLASSROOM ENVIRONMENT

Note: No minimum or maximum number of items “should” be checked.

Students appeared generally attentive and/or engaged.

Yes No Not Applicable

Comment(s):

Students took notes when appropriate.

Yes No Not Applicable

Comment(s):

Students participated in discussions.

Yes No Not Applicable

Comment(s):

Students performed assigned tasks.

Yes No Not Applicable

Comment(s):

Students asked questions.

Yes No Not Applicable

Comment(s):

If additional space is needed, please use an additional piece of paper noting the section and question number.

Students asked for assistance.

Yes No Not Applicable

Comment(s):

Other observations:

SECTION V: ADDITIONAL SPECIFIC INSTRUCTIONAL STRATEGIES OBSERVED

Note: No minimum or maximum number of items “should” be checked.

Please respond only to items relevant to the instruction observed.

Recognizing students’ diverse abilities and learning styles, the instructor integrated into instruction, when appropriate:

Strategies observed included application of multiple approaches to a problem or issue.

Yes No Not Applicable

Comment(s):

Strategies observed included formative, anonymous classroom assessments; questions to focus lecture or discussion; summaries of class information, etc.

Yes No Not Applicable

Comment(s):

Strategies observed included reference to assigned text.

Yes No Not Applicable

Comment(s):

Strategies observed included process demonstration (e.g., how to form research questions, how to center the clay, etc.).

Yes No Not Applicable

Comment(s):

Strategies observed included process task simulation, role-playing, etc. (e.g., put the blood pressure cuff on your partner).

Yes No Not Applicable

Comment(s):

Strategies observed included technology teaching aids (e.g., film, television, overhead, PowerPoint slides, video, computer-assisted instruction, etc.).

Yes No Not Applicable

Comment(s):

Strategies observed included student use of technology (e.g., word processing, internet research, email, discussion groups, educational software).

Yes No Not Applicable

Comment(s):

Other observations:

SECTION VI: ADDITIONAL SPECIFIC STANDARDS FOR SYNCHONOUS ONLINE INSTRUCTION

Note: No minimum or maximum number of items “should” be checked.

Please respond only to items relevant to the instruction observed.

The instructor has provided a courseware shell (e.g. Canvas or the currently employed LMS) for the class

Yes No Not Applicable

Comment(s):

Instructor uses either camera or other instructional media such as slides or videos during instruction.

Yes No Not Applicable

Comment(s):

Recorded course content used in or saved to course side does not reveal personally identifying information for students in other course sections.

Yes No Not Applicable

Comment(s):

Teaching on Zoom or using other synchronous tools follows best practices and encourages student participation.

Yes No Not Applicable

Comment(s):

Instructor makes every effort to have consistent connectivity.

Yes No Not Applicable

Comment(s):

If additional space is needed, please use an additional piece of paper noting the section and question number.

Course navigation menu is intuitive and only includes items students will use.

Yes No Not Applicable

Comment(s):

Clear due dates for submitting work are posted along with late work policy.

Yes No Not Applicable

Comment(s):

Opportunities for regular and substantive interaction from student to student and instructor to student(s) are provided.

Yes No Not Applicable

Comment(s):

Course design includes instructions for learners to work with content in meaningful ways (e.g. guiding students to take notes during a video, explaining what to look for in an article, etc.).

Yes No Not Applicable

Comment(s):

Other observations:

SECTION VII: EVALUATOR NOTES AND SUMMARY COMMENTS

Please check one and summarized below:

Satisfactory Needs Improvement Unsatisfactory

Please describe at least one observed teaching strategy and one delivery method observed. For example, what did you observe to indicate the instructor helped students apply new concepts/ processes/skills? This is also the space for elaborating on the observation of instruction, noting strengths and suggestions related to the contract’s standards for instruction and excellence in working with students, including accomplishing the course outline and including a summary of Student Response to Instruction.

Summary Comments

SECTION VIII: APPROPRIATE ADMINISTRATOR’S SUMMARY

Instructor’ Name: _____ **W #** _____
(please print name)

Please check one and summarized below:

Satisfactory Needs Improvement Unsatisfactory

I have read and received a copy of this Administrative Summary and Evaluation.

Instructor signature: _____ **Date:** ____/____/____

Administrator signature: _____ **Date:** ____/____/____

*** The instructor being observed has the right to append a statement to this Administrative Summary and Evaluation.**

Below is the space for the appropriate Administrator to provide a final summary and overall evaluation on Part-time Faculty based on:*

- (1) Applicable contractual faculty standards, including:
 - Fulfillment of collegial responsibilities (14F.3, 14G.4, 14H.3, 14I.3)
 - Excellence in working with students (15C.2)
 - Participate in program and subject area improvement tasks (15C.5c)
 - Meet deadlines and submittal of grades and Census Reports (15C.5d)
 - Meet additional specific standards for instructional faculty (15C.6, 15C.7, 15C.8, 15C.9);

- (2) Part-time Faculty member’s participation in professional responsibilities as described below:

If additional space is needed, please use an additional piece of paper noting the section and question number.

The course instructor employs tools and methods for required student-student interaction:

Yes No

Instructional materials demonstrate the instructor's knowledge and ability to create accessible course content

Date of tour: ___ / ___ / ___ Time of tour: _____

Date of observation: ___ / ___ / ___ Time of observation: _____

How many students are participating in the most recent significant assignment/course based on the discussion board, course statistics activity data, student login data, or student surveys?

(Please Print)

Evaluator: _____ **Date:** ___ / ___ / ___

I have read and received a copy of this observation of instruction. *

Instructor signature: _____ **Date:** ___ / ___ / ___

Evaluator signature: _____ **Date:** ___ / ___ / ___

*** The instructor being observed has the right to append a statement to this observation.**

Divided into five sections, including space for a narrative response at the end, this instructional observation form provides a guide to the evaluator observing a colleague's instruction.

Note: In all sections, there is no minimum or maximum number of items that "should" be checked. Please check "Not Applicable" where the item is not applicable to the type of instruction observed.

SECTION I: INFORMATION DELIVERY

What were the primary concept/process/skill/event presented during the observed unit/chapter/module?

Note: No minimum or maximum number of items "should" be checked.

Unit/module material was organized in such a way to enhance student access and understanding. The instructor presented the lesson in an organized, logical manner.

Yes No Not Applicable

Comment(s):

The instructor related the lesson unit/module to what has come before and what will follow.

Yes No Not Applicable

Comment(s):

~~The instructor provided background information to create a basis or a context for understanding the primary concept/processes/skill/event presented in lesson observed. The instructor provided instructions for learners to work with unit/module content in meaningful ways such as guiding students to take notes or focusing attention in particular ways.~~

Yes No Not Applicable

Comment(s):

The instructor provided examples, definitions, and explanations of concepts/processes/skills/events.

Yes No Not Applicable

Comment(s):

~~The instructor described/modeled strategies for questioning, predicting, verifying, inferring, interpreting, and/or reasoning. A variety of techniques were used creatively throughout the lesson/module to facilitate student-centered learning such as audio, video, or images.~~

Yes No Not Applicable

Comment(s):

The instructor organized the course so that navigation and content flow are digestible and easily determined by the user.

Yes No Not Applicable

Comment(s):

The instructor organized course content appropriately such as by week, topic, unit, or module.

Yes No Not Applicable

Comment(s):

The instructor sequenced the content to follow a consistent/predictable layout and structure.

Yes No Not Applicable

Comment(s):

Other observations with respect to information delivery:

(Note: also see Section IV for additional specific instructional strategies.)

SECTION III: STUDENT – FACULTY INTERACTION

Note: No minimum or maximum number of items “should” be checked.

The instructor helped students apply/use new concepts/processes/skills such as introductions and summaries for modules, instructor created video content, assessments directly related to SLOs and objectives.

Yes No Not Applicable

Comment(s):

The instructor helped students monitor assess their application mastery/facility/understanding of concepts/strategies such as using published rubrics for grading, and providing meaningful feedback for completed work.

Yes No Not Applicable

Comment(s):

The instructor answered student questions and provided feedback in a timely manner. This may include setting expectations for response time for student emails and grading in a location such as the syllabus or a communication plan posted in the course site.

Yes No Not Applicable

Comment(s):

The instructor encouraged student participation, questions, and feedback.

Yes No Not Applicable

Comment(s):

The instructor, when appropriate, encouraged student-to-student interaction such as facilitating group discussions, offering collaborative assignments, and using software tools that encourage participation and collaboration.

Yes No Not Applicable

Comment(s):

The instructor provided opportunities individual attention/assistance to students such as using chat, web conferencing, or other communication tools.

Yes No Not Applicable

Comment(s):

The instructor was active in the course throughout the instructional week.

Yes No Not Applicable

Comment(s):

Other student – faculty interactions observed.

(Note: also see Section IV for additional specific instructional strategies.)

SECTION III-IV: ONLINE CLASSROOM ENVIRONMENT

Note: No minimum or maximum number of items “should” be checked.

Students were generally engaged in Discussion board or other observable content.

Yes No Not Applicable

Comment(s):

Students performed assigned tasks.

Yes No Not Applicable

Comment(s):

Students participated in discussions.

Yes No Not Applicable

Comment(s):

~~Students asked questions~~ Instructor encouraged student questions and was accessible.

Yes No Not Applicable

Comment(s):

Students asked for assistance.

Yes No Not Applicable

Comment(s):

Students accessed the course content.

Yes No Not Applicable

Comment(s):

Other observations:

SECTION IV: ADDITIONAL SPECIFIC INSTRUCTIONAL STRATEGIES OBSERVED

Recognizing students' diverse abilities and learning styles, the instructor integrated into instruction, when appropriate:

Note: No minimum or maximum number of items "should" be checked.

Please respond only to items relevant to the instruction observed.

Strategies observed included reference to assigned text.

Yes No Not Applicable

Comment(s):

~~Strategies observed included student use of technology~~ (e.g., word processing, internet research, email, discussion groups, educational software).

Yes No Not Applicable

Comment(s):

Strategies observed included ~~students who were provided~~ providing links with additional resources for the course

Yes No Not Applicable

Comment(s):

Strategies observed included application of multiple approaches to a problem or an issue.

Yes No Not Applicable

Comment(s):

Strategies observed included ungraded, anonymous classroom assessments; questions to focus on student learning, ~~lecture or discussion~~; summaries of ~~classroom~~ course information, etc.

Yes No Not Applicable

Comment(s):

Strategies observed included process demonstration (e.g. how to form research questions, ~~how to center the clay~~, how to complete a child observation, etc.).

Yes No Not Applicable

Comment(s):

Strategies observed included task simulation, role-playing, etc. (e.g. ~~put the blood pressure cuff on your partner~~ proper positioning of a blood pressure cuff).

Yes No Not Applicable

Comment(s):

Strategies observed included process of small group work such as group presentations or document collaboration.

Yes No Not Applicable

Comment(s):

Other observations:

SECTION V: EVALUATOR NOTES AND SUMMARY COMMENTS

Please check one and summarized below:

Satisfactory Needs Improvement Unsatisfactory

Please describe at least one observed teaching strategy and one delivery method observed. For example, what did you observe to indicate the instructor helped students apply new concepts/processes/skills? This is also the space for elaborating on the observation of instruction, noting strengths and suggestions related to the contract's standards for instruction and excellence in working with students, including accomplishing the course outline and including a summary of Student Response to Instruction.

Summary Comments

If additional space is needed, please use an additional piece of paper noting the section and question number.

SECTION VI: APPROPRIATE ADMINISTRATOR'S SUMMARY

Instructor' Name: _____ **W #** _____
(please print name)

Please check one and summarized below:

<input type="checkbox"/> Satisfactory	<input type="checkbox"/> Needs Improvement	<input type="checkbox"/> Unsatisfactory
---------------------------------------	--	---

I have read and received a copy of this Administrative Summary and Evaluation.

Instructor signature: _____ **Date:** ____/____/____

Administrator signature: _____ **Date:** ____/____/____

*** The instructor being observed has the right to append a statement to this Administrative Summary and Evaluation.**

Below is the space for the appropriate Administrator to provide a final summary and overall evaluation on Faculty based on:*

- (1) Applicable contractual faculty standards, including:
 - Fulfillment of collegial responsibilities (14F.3, 14G.4, 14H.3, 14I.3)
 - Excellence in working with students (15C.2)
 - Participate in program and subject area improvement tasks (15C.5c)
 - Meet deadlines and submittal of grades and Census Reports (15C.5d)
 - Meet additional specific standards for instructional faculty (15C.6, 15C.7, 15C.8, 15C.9);

- (2) Part-time Faculty member's participation in professional responsibilities as described below:
18I.7c.1 Participate in program and subject area improvement tasks such as creating and assessment of Student Learning Outcomes (SLOs), Service Area Outcomes (SAOs), Course Learning Outcomes (CLOs) and Program Learning Outcomes (PLOs), program review, and curriculum development.

Summary Comments (Attach extra sheets if necessary)

Reference: Article 14B.3, 14F.2b, 14F.3, 14G.4, 14H.3, 14I.3, 15B.3, 15F.2a, 15F.2a2, 15G.2, 18I.1c – Faculty Collective Bargaining Agreement



CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT
Office of Human Resources
Evaluation: Mental Health Counseling Faculty Evaluation Form
Student Survey



(Please Print)

Counselor's Name: _____ **Date:** ____/____/____

Please rate the services you received during your counseling session and mark the following accordingly*.

1. INTIAL COUNSELING:

Assisted in establishing therapeutic Relationship in a safe and supporting environment.

a. Excellent b. Good c. Fair d. Poor e. Not Applicable

2. CULTURAL COUNSELING:

Counselor showed knowledge and Sensitivity to my cultural background And the diversity of my experience.

a. Excellent b. Good c. Fair d. Poor e. Not Applicable

3. GENERAL INFORMATION:

Counselor helped me identify Appropriate referrals and resources to aid my therapeutic process.

a. Excellent b. Good c. Fair d. Poor e. Not Applicable

4. PERSONAL COUNSELING:

Counselor assisted in establishing and reaching therapeutic goals.

a. Excellent b. Good c. Fair d. Poor e. Not Applicable

Overall, I feel the counselor was:

- | | | | |
|---|---------------------------------|--------------------------------|--------------------------------------|
| 5. Interested in me: | <input type="checkbox"/> a. Yes | <input type="checkbox"/> b. No | <input type="checkbox"/> c. Somewhat |
| 6. Considerate: | <input type="checkbox"/> a. Yes | <input type="checkbox"/> b. No | <input type="checkbox"/> c. Somewhat |
| 7. A good listener: | <input type="checkbox"/> a. Yes | <input type="checkbox"/> b. No | <input type="checkbox"/> c. Somewhat |
| 8. Helpful | <input type="checkbox"/> a. Yes | <input type="checkbox"/> b. No | <input type="checkbox"/> c. Somewhat |
| 9. Knowledgeable | <input type="checkbox"/> a. Yes | <input type="checkbox"/> b. No | <input type="checkbox"/> c. Somewhat |
| 10. Would you recommend this counselor to a friend? | <input type="checkbox"/> a. Yes | <input type="checkbox"/> b. No | <input type="checkbox"/> c. Somewhat |

Note to Faculty: Arrangements for forms are to be made through your respective Vice President, Student Services Office.



CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT
Office of Human Resources
Evaluation: Counseling Faculty Evaluation Form – Student Survey



(Please Print)

Counselor's Name: _____ **Date:** ____/____/____

11. Additional comments:

***NOTE TO FACULTY:** Arrangements for forms are to be made through your respective Vice President, Student Services Office.

Submit evaluation to the Peer Review Committee when completed.

Reference: Article 14B.3, 14G.2e, 15B.3, 15E.2b, 15F.2b, 18I.1c, 18I.4 – Faculty Collective Bargaining Agreement



CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT
Office of Human Resources
Evaluation: Mental Health Counseling Faculty Performance
Observation Form



(The observation of instruction form is required and must be forwarded to the supervisor)

Evaluee: Full-time Faculty Part-time Faculty
Location: Chabot College Las Positas College
Semester: Fall Spring Summer Year: _____

(Please Print)

Evaluee Name: _____ Date: ___/___/___

Evaluator Name: _____ Date: ___/___/___

Observation Date: ___/___/___ Observation Time: _____

Counseling Faculty standards

Counseling Faculty are expected to demonstrate a wide variety of counseling skills (listening and interviewing, trusting, encouraging, flexibility, resourcefulness, fairness) and counseling techniques while providing personal counseling services. Counseling Faculty are expected to demonstrate a professional degree of accuracy when providing mental health services, including knowledge of legal and ethical standard in the profession. Mental Health Counseling Faculty standards also include applying new technologies in delivering counseling services such as telehealth.

Performance observation

No single Counseling Faculty is expected to perform all of these tasks in any single observation period and it is understood that some counselors specialize in providing services to targeted populations of students.

I have read and received a copy of this observation of instruction. *

Counseling Faculty signature: _____ **Date:** ___/___/___

Evaluator signature: _____ **Date:** ___/___/___

***The instructor being observed has the right to append a statement to this observation.**

PART I – ACTIVITIES: DIRECTIONS TO OBSERVER

The observer will indicate which specific activities were covered during the observation session by checking the appropriate performance element(s) listed below, and rating the specific elements observed:

Information Distribution Tasks	Skill Rating							
	A	Satisfactory	B	Unsatisfactory	C	Needs Improvement	D	Not Applicable
1. New student intake information	A	Satisfactory	B	Unsatisfactory	C	Needs Improvement	D	Not Applicable
2. Leal information-informed consent	A	Satisfactory	B	Unsatisfactory	C	Needs Improvement	D	Not Applicable
3. Expressed goals for therapy	A	Satisfactory	B	Unsatisfactory	C	Needs Improvement	D	Not Applicable
4. Case notes are updated	A	Satisfactory	B	Unsatisfactory	C	Needs Improvement	D	Not Applicable
5. Student session schedule	A	Satisfactory	B	Unsatisfactory	C	Needs Improvement	D	Not Applicable
6. Release of information form	A	Satisfactory	B	Unsatisfactory	C	Needs Improvement	D	Not Applicable
7. Other legal requirements	A	Satisfactory	B	Unsatisfactory	C	Needs Improvement	D	Not Applicable
8. Information on therapeutic services	A	Satisfactory	B	Unsatisfactory	C	Needs Improvement	D	Not Applicable
9. Vocational/career information	A	Satisfactory	B	Unsatisfactory	C	Needs Improvement		Not Applicable
10. Information and referrals to campus service area (i.e. Financial aid special programs, child center)	A	Satisfactory	B	Unsatisfactory	C	Needs Improvement	D	Not Applicable
11. Personal issues (i.e. housing)	A	Satisfactory	B	Unsatisfactory	C	Needs Improvement	D	Not Applicable
12. Use of technology that support counselor resources (i.e. telehealth)	A	Satisfactory	B	Unsatisfactory	C	Needs Improvement	D	Not Applicable

The observer will respond in narrative to the activities observed during the counseling session.

PART II – NARRATIVE RESPONSE: DIRECTIONS TO OBSERVER

No single counselor is expected to perform all these tasks in any single observation period.

Listening and attentiveness.

Yes No Not Applicable

Comment(s):

Provided a comfortable environment that encourages student engagement.

Yes No Not Applicable

Demonstrates the ability to provide empathy and form a therapeutic relationship.

Yes No Not Applicable

Comment(s):

Demonstrates the ability to assess for crisis, danger to self and/or others.

Yes No Not Applicable

Comment(s):

Demonstrates the ability to conceptualize the student's issues, develop treatment plan.

Yes No Not Applicable

Comment(s):

Demonstrates the ability to provide interventions that are culturally appropriate for diverse populations.

Yes No Not Applicable

Comment(s):

Appropriate use of intervention techniques. Provides responsive crisis intervention services.

Yes No Not Applicable

Comment(s):

Demonstrates recognition of transference and or countertransference as it may arise in the therapeutic relationship and an ability to work effectively with each.

Yes No Not Applicable

Comment(s):

Ability to apply/adhere to ethical/legal standards in mental health counseling.

Yes No Not Applicable

Comment(s):

Demonstrates ability to write complete and accurate progress notes (please explain):

SECTION III: EVALUATOR NOTES AND SUMMARY COMMENTS

Please check one and summarized below:

Satisfactory Needs Improvement Unsatisfactory

Please describe at least one observed teaching strategy and one delivery method observed. For example, what did you observe to indicate the instructor helped students apply new concepts/processes/skills? This is also the space for elaborating on the observation of instruction, noting strengths and suggestions related to the contract's standards for instruction and excellence in working with students, including accomplishing the course outline and including a summary of Student Response to Instruction.

Summary Comments

If additional space is needed, please use an additional piece of paper noting the section and question number.

SECTION IV: APPROPRIATE ADMINISTRATOR'S SUMMARY

Instructor' Name: _____ **W #** _____
(please print name)

Please check one and summarized below:

Satisfactory Needs Improvement Unsatisfactory

I have read and received a copy of this Administrative Summary and Evaluation.

Instructor signature: _____ **Date:** ____/____/____

Administrator signature: _____ **Date:** ____/____/____

*** The instructor being observed has the right to append a statement to this Administrative Summary and Evaluation.**

Below is the space for the appropriate Administrator to provide a final summary and overall evaluation on Faculty based on:*

- (1) Applicable contractual faculty standards, including:
 - Fulfillment of collegial responsibilities (14F.3, 14G.4, 14H.3, 14I.3)
 - Excellence in working with students (15C.2)
 - Participate in program and subject area improvement tasks (15C.5c)
 - Meet deadlines and submittal of grades and Census Reports (15C.5d)
 - Meet additional specific standards for instructional faculty (15C.6, 15C.7, 15C.8, 15C.9);

- (2) Part-time Faculty member's participation in professional responsibilities as described below:
18I.7c.1 Participate in program and subject area improvement tasks such as creating and assessment of Student Learning Outcomes (SLOs), Service Area Outcomes (SAOs), Course Learning Outcomes (CLOs) and Program Learning Outcomes (PLOs), program review, and curriculum development.

Summary Comments (Attach extra sheets if necessary)

Reference: Article 14B.3, 14F.2b, 14F.3, 14G.4, 14H.3, 14I.3, 15B.3, 15F.2a, 15F.2a2, 15G.2, 18I.1c – Faculty Collective Bargaining Agreement



(Please Print)

Instructor Name: _____

Discipline: _____ College: _____

Course: _____ Semester Scheduled: _____

This form is used to apply for exemption to be eligible for assignment to a course being taught in DE format by this instructor for the first time.

Indicate basis for exemption, based on Article 19H criteria:

@ONE Online Teaching and Design Certificate completed (date) _____

CVC-OEI Aligned Course: Course Name _____

Aligned date _____ attained at (institution name) _____

Online Training Program at another institution:

College Name _____ Course Name _____

Please attach one or more of the following documents as evidence of completed training:

Training Course Syllabus

Training Course Outline

Completed Assignments for training course

See, for example, this [list of training topics that should be covered](#) from the LPC Online Course Development Program.

Other Comments or relevant information, please specify a list of topics in which you were trained if not covered above (eg, training obtained in another district, etc. Please specify dates.)

Contact information:

Print Name: _____

Home Phone: (____) _____ Alternative Phone: (____) _____

District E-mail address: _____

Signature: _____

Date: ____/____/____

Important: If circumstances change after submitting this exemption form, it is the responsibility of the unit member to contact their Administrator to update the information given herein.

Division: _____ Chabot LPC

Dean's signature: _____ Date: ____/____/____

Vice President's signature: _____ Date: ____/____/____

Please return completed forms to your Administrator via Email by [some date we add here]

New Language by Article	Implementation Term		
Article 8 CALENDAR	Fall 2022	Spring 2023	Fall 2023
8C.3. Faculty go to both graduation ceremonies when it's your year, when applicable.		x	
8D. District and FA each appoint co-chairs to the Alternative Academic Calendar Committee	x		
8E. Juneteenth included as a holiday		x	

Article 9 WORKING CONDITIONS	Fall 2022	Spring 2023	Fall 2023
9A.3. DE considerations added to FT bumping rights		x	
9B. Zoom link on syllabus for virtual office hours		x	
9E. (TB Testing) District will cover the cost for QuantiFERON test when recommended by doctor	x		
9P. District to provide campus email address to all FT & PT faculty upon hiring		x	
9Q. Automatic creation of LMS (e.g ., Canvas) shells		x	

Article 10 WORKLOAD	Fall 2022	Spring 2023	Fall 2023
10C. Process for determining assignments: Online teaching modality incorporated into Rotational Seniority		x	
10C.4 Specific to Reassign Time			
— More coordinator positions added to list for mandatory specified reassign (6 or 9 CAH annually)			x
— 200 CAH annually for core reassign time is reduced from 250, but is indemnified in the contract (no sunset). Impact offset by the above.			x
10D.1(d) Change to D Hour (see 10D.4 below)		x	
10D.1(f) Change to F Hour: based on 32.5 weekly hours, but no longer subsumes the 5 professional hours for FTers. Result is 1 CAH = 38 Hours		x	
10D.2(a). Work Experience & Service Learning now at 0.125 CAH per student		x	
10D.2(e). Clarifying language for Forensics coaches.	x		
10D.3(a). Clarification that virtual office hours can be held between 7 a.m. and 11:00 p.m., Monday through Sunday.		x	
10D.3(c). SLO and other work to improve pedagogy should occupy one of the 5 professional hours		x	

10D.4. Specific to Counseling Faculty			
— Full load is 27.5 hours per week, which includes 2.5 hours of follow-up on student contact via phone and email		x	
— 2.5 hours of professional counseling duties		x	
— Up to 22% of scheduled "D" hours may be done remotely		x	
— Impact on PT faculty still to be determined (including hourly rates) [Depending on solution, some hourly rates could change for fall]		x	
10D.6. Streamlined language on Faculty coaching by Instructional Faculty		x	
10D.11. Commensurate FT overload limits during summer, to protect work for PT faculty	x		
10F. Language on Distance Education struck from Article 10, and moved to new article, Article 19 (Existing Article 19 moved towards end of CBA)			
10H. FT faculty may perform Noncredit teaching assignments for load or overload, without cap		x	

Article 12-2 SABBATICAL LEAVES	Fall 2022	Spring 2023	Fall 2023
12-1A.4. Faculty on full-year sabbatical to be paid between 76% and 100% of regular salary by applying 0, 3, 6 or 9 banked CAH.			x

Articles 14, 15 & 18 FACULTY EVALUATIONS	Fall 2022	Spring 2023	Fall 2023
— Some bullets added to the list of professional responsibilities		x	
— New criteria given in Faculty Standards for Distance Education instruction; provides for evaluator access to LMS (e.g., Canvas)		x	
— Procedures for evaluating Mental Health Counselors		x	
Report of class visit due 20 working days after the date of visit (standardized timeline)		x	
— Training within last two calendar years from last date trained	x		

Article 18 PART-TIME FACULTY	Fall 2022	Spring 2023	Fall 2023
18B.1a. Clarifications on Seniority List placement, including Break in Service		x	
18C.3. PT Preference Form to include option of indicating preferred teaching modalities		x	

Article 19 DISTANCE ED. (New Article)	Fall 2022	Spring 2023	Fall 2023
(Existing Article 19 to move to be moved)			
19B. DE Intellectual Property Rights for Instructor-created course content	X		
19C. General DE Working Conditions (New language only)		X	
19D. Assignment of DE Classes for upcoming semesters to Unit Members; master schedule precedes course selection	X		
19E & F. Minimum DE Standards and Evaluation of DE sections, includes differentiated standards for asynchronous and synchronous instruction		X	
19G. CVC-OEI. Includes better compensation for POOCR Reviewers	X		
19H. Course review by DE or COOL Committee	X		
19I. Provisions for Hyflex Instruction	X		

Article 20 BENEFITS	Fall 2022	Spring 2023	Fall 2023
20A.6. D and FA will meet and confer about the \$200M for PT Health Benefits when state issues sufficient guidance.	X		
20C.6. Options for out-of-state pre-12 retirees		X	

Article 21 SALARIES	Fall 2022	Spring 2023	Fall 2023
Salary Schedule Enhancements for 2022-23: \$10,502 will be added per cell; in addition, two new post-15 steps for FT, will now be 18, 21, 24, 26, 28 & 30. (No more five-year plateaus from 15 to 25)	X		
— Step 1 <i>eliminated</i> from FT and PT Schedules	X		
— Step 11 <i>added</i> to PT Schedule	X		
— Net Impact about 11% — (works out to a little under 11% for FT, and a bit more than 11% for PT)	X		
— Biggest impact at entry level & at added steps; lowest impact at the middle steps, but impact evens out over time	X		
— Salaries to increase 4% in Year 2; at least 2% in Year 3			X
— 4 hours Evaluation pay Asynchronous DE classes		X	
— F Hour: \$2,300 per CAH or \$60.53 per hour, new definition of 38 Hours per CAH, effective Spr 23.		X	
21J.1 - Coaches and associated CAH		X	

Article 22 FACULTY SERVICE AREAS	Fall 2022	Spring 2023	Fall 2023
New language to clarify that FSAs are specifically for a Reduction in Force, and to define how to qualify for an FSA outside your primary discipline	x		

Article 26 ENROLLMENT MANAGEMENT	Fall 2022	Spring 2023	Fall 2023
New language to define how Counseling will be incorporated into the scope of District and college-level Enrollment Management work	x		
Discipline planning includes rationale for modality	x		

Article 29 STAFF DEVELOPMENT	Fall 2022	Spring 2023	Fall 2023
New language to establish a college-level Diversity Equity, Inclusion and Access Coordination Team (DEIACT) at each college, which will recommend how DEIA competencies are introduced to CLPCCD faculty, and to “roll out” unit member professional development obligations that are promulgated at the State level	x		
District will fund in 2022-23, FA will go back to table to determine 2023-24 DEIA work, based on recommendations of DEIACTs	x		

UPDATED FORMS	Fall 2022	Spring 2023	Fall 2023
— Part-time Preference Form	x		
— Evaluation Forms (to better address DE)		x	
— F2F Form to be used for Synchronous DE classes		x	

Article 37 DURATION	Fall 2022	Spring 2023	Fall 2023
CBA effective July 1, 2022 through June 30, 2025	x		

CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT
FACULTY SALARY SCHEDULE FOR
CONTRACT, REGULAR, TEMPORARY AND PART-TIME (ADJUNCT)

FY 2022-2023 — Effective July 1, 2022 * — DRAFT

CONTENTS

<u>PART A1</u>	Annual Salaries for Contract, Regular and Temporary Faculty	Page 2
<u>PART A2</u>	Annual Salaries Contract and Regular on an 11-Month Assignment	Page 3
<u>PART B</u>	Schedule of Part-Time (Adjunct) Service Rates	Page 5
<u>PART C</u>	Miscellaneous Rates Defined in Article 21 Office Hour, Alternative Duty, Evaluation	Page 5
<u>PART D</u>	Schedule of Non-Credit Service Rates	Page 6

Chabot-Las Positas Faculty Association
District/Human Resources
Revised 9/14/2022

* **DRAFT** This revision reflects an adjustment to the 2021-22 Faculty Salary Schedule for Contract, Regular and Temporary Faculty, as per the District/Faculty Association Collective Bargaining Agreement effective July 1, 2022— **Pending Ratification**, to be presented to the Board of Trustees for adoption on October 18, 2022. The salaries shown are effective July 1, 2022, or as noted herein.

References herein pertain to the Agreement.

- Salary Adjustment Procedures for Regular, Contract and Temporary Unit Members: 21A and 21B.
- Provisions for Faculty on 11-Month Assignments: 10C.4
- Payment of Salaries for Regular, Contract and Temporary Unit Members: 21F.
- Specific Provisions for Regular, Contract and Temporary Unit Members Teaching Overload: 21D.4
- Payment of Salaries for Part-time/Overload Service: 21F.5.
- Definition of Equivalent Hourly Rates for Part-time/Overload Service: 21G.1.
- Compensation provisions for Intercollegiate Athletics, 21J.
- Definition of Office Hour pay: 21G.1.
 - Applicability to Adjunct Faculty with 3 CAH or more: 18D.1.
 - Summer Office Hour for Full-Time and Part-Time Faculty: 10D.3(a), 17D, 17E.2

**CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT
 FACULTY SALARY SCHEDULE FOR CONTRACT, REGULAR, TEMPORARY
 AND PART-TIME (ADJUNCT) FY 2022-2023 — Effective July 1, 2022 * — **DRAFT****

**PART A1: ANNUAL SALARIES FOR CONTRACT, REGULAR AND TEMPORARY
 FACULTY ON TEN-MONTH ASSIGNMENTS (ACADEMIC YEAR 2022-2023)**

STEP	C O L U M N			
	II	III	IV	V
2	76,734	81,507	85,691	91,220
3	79,970	84,743	88,927	94,456
4	83,206	87,979	92,163	97,692
5	86,442	91,215	95,399	100,928
6	89,678	94,451	98,635	104,164
7	92,914	97,687	101,871	107,400
8	96,150	100,923	105,107	110,636
9	99,386	104,159	108,343	113,872
10	102,622	107,395	111,579	117,108
11	105,858	110,631	114,815	120,344
12	109,094	113,867	118,051	123,580
13	112,330	117,103	121,287	126,816
14	115,566	120,339	124,523	130,052
15-17	118,802	123,575	127,759	133,288
18-20	122,038	126,811	130,995	136,524
21-23	125,274	130,047	134,231	139,760
24-25	128,510	133,283	137,467	142,996
26-27	131,746	136,519	140,703	146,232
28-29	134,982	139,755	143,939	149,468
30	138,218	142,991	147,175	152,704

- NOTES:*
- Step I Eliminated as of the 2022-23 Academic Year (See 2022-25 CBA).
 - Column I Eliminated as of the 2002-03 Academic Year (See 2002-05 CBA).

Reference: Salary Adjustment Procedures: 21A.
 Payment of Salaries: 21F.

Continued on the next page.

**CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT
 FACULTY SALARY SCHEDULE FOR CONTRACT, REGULAR, TEMPORARY
 AND PART-TIME (ADJUNCT) FY 2022-2023 — Effective July 1, 2022 * — **DRAFT****

**PART A2: ANNUAL SALARIES FOR CONTRACT AND REGULAR FACULTY WITH AN
 ELEVEN-MONTH ASSIGNMENT (ACADEMIC YEAR 2022-23)**

STEP	C O L U M N			
	II	III	IV	V
2	84,407	89,658	94,260	100,342
3	87,967	93,217	97,820	103,902
4	91,527	96,777	101,379	107,461
5	95,086	100,337	104,939	111,021
6	98,646	103,896	108,499	114,580
7	102,205	107,456	112,058	118,140
8	105,765	111,015	115,618	121,700
9	109,325	114,575	119,177	125,259
10	112,884	118,135	122,737	128,819
11	116,444	121,694	126,297	132,378
12	120,003	125,254	129,856	135,938
13	123,563	128,813	133,416	139,498
14	127,123	132,373	136,975	143,057
15-17	130,682	135,933	140,535	146,617
18-20	134,242	139,492	144,095	150,176
21-23	137,801	143,052	147,654	153,736
24-25	141,361	146,611	151,214	157,296
26-27	144,921	150,171	154,773	160,855
28-29	148,480	153,731	158,333	164,415
30	152,040	157,290	161,893	167,974

Reference: Provisions for Faculty on 11-Month Assignments: 10C.4
 Salary Adjustment Procedures: 21A.
 Payment of Salaries: 21F.

Continued on the next page.

**CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT
FACULTY SALARY SCHEDULE FOR CONTRACT, REGULAR, TEMPORARY
AND PART-TIME (ADJUNCT) FY 2022-2023 — Effective July 1, 2022 * — DRAFT**

General Provisions of the Faculty Salary Schedule

1. Full-time unit members with Contract, Regular or Temporary status shall be paid an annual salary based on education and experience as further defined below.

2. Column Definition

II. A) Bachelor's Degree, or

** B) Bachelor's Degree plus two (2) years experience in occupation*** or

** C) Associate's Degree [or sixty (60) Semester Units] plus six (6) years experience in occupation***

III. A) Master's Degree, or

** B) Bachelor's Degree plus four (4) years experience in occupation*** or

** C) Associate's Degree plus eight (8) years experience in occupation***

IV. A1) Master's Degree with sixty (60) Upper Division or Graduate Semester Units beyond those normally required for the Bachelor's Degree, or

A2) Master's Degree plus thirty (30) additional Graduate Semester Units subsequent to the date of the Master's Degree, or

** B) Bachelor's Degree plus six (6) years experience in occupation*** or

** C) Master's Degree plus two (2) years experience in occupation***

V. A) Doctorate (The term "Doctorate" refers to a degree earned in an accredited university in the United States. Examples of such degrees are: Ph.D., Ed.D., M.D., D.D.S., J.D. Degrees earned in universities outside the United States may be considered for this classification if such degrees are found by a competent authority recognized by the University of California (or the State Department of Education) to be equivalent to the Doctorate earned in the United States.)

** Categories "B" and "C" apply to faculty in technical-vocational subjects. Experience in the occupation substitutes for education.

*** Not counted as experience in placement on salary schedule.

Note: All degrees to be counted toward salary placement must have been earned at an institution regionally accredited.

Reference: Column Definition: 21C.

3. Placement on the Schedule.

In accordance with Section 21D in the District/Faculty Collective Bargaining Agreement.

4. Advancement on the Schedule.

In accordance with Section 21E in the District/Faculty Collective Bargaining Agreement.

**CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT
 FACULTY SALARY SCHEDULE FOR CONTRACT, REGULAR, TEMPORARY
 AND PART-TIME (ADJUNCT) FY 2022-2023 — Effective July 1, 2022 * — **DRAFT****

PART B: SCHEDULE OF PART-TIME SERVICE RATES — Effective Fall Semester, 2022

1. Unit members performing hourly service (part-time or overload) during the academic year, including Summer Sessions and Intersessions, will be paid as indicated below.

STEP	INSTRUCTIONAL COMPENSATION PER CAH **	HOURLY LECTURE RATE **	HOURLY LABORATORY RATE ***	HOURLY COUNSELOR/ LIBRARIAN RATE
	(Instructional Assignments) 72% pro-rata scale	(Faculty Hour A) 72% pro-rata scale	(Faculty Hour B.1) 72% pro-rata scale	(Faculty Hour D, E) 76.5% pro-rata scale
2	1,956.17	111.78	83.84	64.78
3	2,033.83	116.22	87.16	67.35
4	2,111.50	120.66	90.49	69.93
5	2,189.16	125.09	93.82	72.50
6	2,266.82	129.53	97.15	75.07
7	2,344.49	133.97	100.48	77.64
8	2,422.15	138.41	103.81	80.21
9	2,499.82	142.85	107.13	82.79
10	2,577.48	147.28	110.46	85.36
11	2,655.14	151.72	113.79	87.93

NOTES: ** Effective Fall Semester, 2016: For assignments involving Faculty C.1 or C.2, the appropriate load factor applies in accordance with Articles 21F.4 and 21G.1.

*** Hourly Laboratory Rates shown are for Faculty Hour B.1 (Load factor 0.75) only. For assignments involving Faculty Hour B.2, B.3, B.4 or B.5, the appropriate load factor applies in accordance with Articles 10D.1(b), 21F.4 and 21G.1.

2. Placement and Advancement on the Schedule.

In accordance with Sections 21H and 21I in the District/Faculty Collective Bargaining Agreement.

PART C: MISCELLANEOUS RATES DEFINED IN ARTICLE 21 — Effective January 1, 2023

(For Fall Semester 2022, the rates in effect for FY 2021-22 shall continue to apply)

Office Hour: \$60.53 per hour

Alternate Duty/F-Hour Assignment: \$2,300 per CAH, or \$60.53 per hour

Reference: Workload Definitions for Faculty Coordinator: 1C.1(g); Definition of F-Hour: 10D.1(f).
 Parameters for pay by CAH (1 CAH equivalent to 2.17 hours/week or 38 total hours): 10C.3, 10D.1(f).
 Pay by Assignment: 21F.4d; Setting of Pay Rates as reflected herein: 21G.2.

Evaluation of Part-time Unit Member: \$181.59, or \$242.12 for Online Asynchronous class

Reference: Definition of duties and compensation: 21C.1(f).

**CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT
 FACULTY SALARY SCHEDULE FOR CONTRACT, REGULAR, TEMPORARY
 AND PART-TIME (ADJUNCT) FY 2022-2023 — Effective July 1, 2022 * — **DRAFT****

PART D: SCHEDULE OF NON-CREDIT SERVICE RATES — Effective Fall Semester, 2022

1. Unit members performing Non-Credit instruction (part-time or overload) during the Academic Year, including Summer Sessions and Intersessions, will be paid as indicated below.

STEP	INSTRUCTIONAL COMPENSATION PER CAH ** (If Applicable) 72% pro-rata scale	HOURLY NON-CREDIT RATE (Faculty Hour G.1) 75% of Lecture Rate	HOURLY CDCP LECTURE RATE (Faculty Hour G.2) Lecture Rate Equivalent	HOURLY TUTORIAL RATE *** (Faculty Hour H) 52% of Lecture Rate
2	1,956.17	83.84	111.78	58.13
3	2,033.83	87.16	116.22	60.43
4	2,111.50	90.49	120.66	62.74
5	2,189.16	93.82	125.09	65.05
6	2,266.82	97.15	129.53	67.36
7	2,344.49	100.48	133.97	69.66
8	2,422.15	103.81	138.41	71.97
9	2,499.82	107.13	142.85	74.28
10	2,577.48	110.46	147.28	76.59
11	2,655.14	113.79	151.72	78.90

NOTES: ** The Calculated A-Hour (CAH) Rate is provided in order to enable pay-by-course, or pay by assignment for faculty performing both Credit and Non-Credit instruction on a Part-time or Overload basis. Load Value (defined in Articles 10D.1g and 10H.6) is also used to ensure compliance with faculty load limitations.

For Faculty Hours G.1 and G.2:

Faculty Hour G.1 (Load Factor 0.75): 1 CAH = 23.333 Hours.

Faculty Hour G.2 (Load Factor 1.0): 1 CAH = 17.5 Hours

*** Faculty Hour H carries no load value, and does not toll against the 67% Law for Part-time faculty (see Article 18J.3)

References: Definition of Non-Credit Pay Rates: 21G.1
 Equivalent CAH Load Value for Assignments consisting of Faculty Hours G.1 and G.2: 10D.1(g) and 10H.6.
 Definition of Non-Credit Faculty Hours G.1 and G.2: 10D.1(g).
 Definition of Non-Credit Tutorial Hour: 10D.1(h).
 Other Parameters for Non-Credit Instruction: Article 10H.
 Step Placement and Advancement for Faculty teaching Part-time and Overload: 21I.

Appendix XX

Contractually approved B and C, ~~and D~~ Hour Courses

Faculty Hour B.2 @ 0.80 of a CAH			
Discipline	Courses Common to both Colleges	Chabot College Courses	Las Positas College Courses
Anatomy and Physiology	Biology 50	Anatomy 1	
Anthropology	Anthropology 1L,		
Astronomy		Astronomy 30 Environmental Science 11	Astronomy 30L
<u>Biological Sciences</u>	Biology 10	<u>Biology 2, 4, 6, 31</u> <u>Biological Sciences 1, 15, 41</u>	Biology 1A, 7B, <u>10</u> , 30, <u>50</u>
Computer Information Systems			Computer Information Systems 54, 55, 57
<u>Chemistry</u>		<u>Chemistry 10</u>	
Chinese		Chinese 1A, 1B, 50A, 50B, 50C, 50D	
Dental Hygiene		Dental Hygiene 57, 71A, 71B, 74A, 74B, 81A, 81B	
French	French 1A, 1B, 2A, 2B,	French 50A, 50B, 50C, 50D	
Italian	Italian 1A, 1B,	Italian 2A, 1B, 50A, 50B	
Japanese		Japanese 1A, 1B, 50A, 50B, 50C, 50D	
<u>Machine Tool</u>		<u>Machine Tool 70</u>	
Nursing		Nursing 51, 52, 53, 55, 60A, 60B, 60C	
Physics			Physics 2A, 2B, 10L
Physiology		Physiology 1	

NOTE: Negotiated class sizes are in parenthesis next to respective course.

***SUBJECT TO CHANGE**

Spanish	Spanish 1A, 1B, 2A, 2B, 50A, 50B, 50C, 50D	Spanish 50A, 50B, 50C, 50D	Spanish 21, 22, 23
---------	--	----------------------------	--------------------

Faculty Hour B.3 @ 0.875 of a CAH

Discipline	Courses Common to both Colleges	Chabot College Courses	Las Positas College Courses
Anatomy		Anatomy 1	Biology 7A
<u>Biological Sciences</u>		Biology 2, 4, 6, Biological Sciences 21A, 21B, 21C, 42, 43*, 44	Biology 1B, 1C, 7A, 7C
Geology			Geology 1L
Chemistry	Chemistry 1A, 1B, 12A, 12B, 30A, 30B, 31		
<u>Engineering</u>		Engineering 11, 16, 40, 47	
Physics		Physics 4A, 4B, 4C	Physics 1A, 1B, 1C, 1D
<u>Machine Tool</u>		Machine Tool Technology 60A, 60B, 63A, 63B, 65, 66, 71A	
Microbiology		Microbiology 1	Biology 7C
<u>Welding</u>			Welding Technology 61A, 61B, 62A, 62B, 69A, 69B

* Biological Sciences 43 (formerly Physiology 1) is Faculty Hour B.3 effective Spring 2023, pending approval of curriculum update; reverts to Faculty Hour B.2 until then.

Faculty Hour B.5 @ 0.625 of a CAH

Discipline	Courses Common to both Colleges	Chabot College Courses	Las Positas College Courses
English		English 101A, 102	

Faculty Hour C.1 @ 1.17 of a CAH

Discipline	Courses Common to both Colleges	Chabot College Courses	Las Positas College Courses
English	English 12A, 12B, 13A, 13B	English 11A, 11B	English 11

NOTE: Negotiated class sizes are in parenthesis next to respective course.

***SUBJECT TO CHANGE**

English as a Second Language (ESL)		English as a Second Language <u>15A, 15B, 110A, 110B, 110C, 110D</u> (all classes capped at 25); <i>NOTE: 15A and 15B will replace 110D in the Spring of 2020.</i>	English as a Second Language 24, 25, 121A, 121B 131A, 131B (all classes capped at 25 students)
Mass Communications		Mass Communication 20 (capped at 25)	Mass Communications 1, 2, 3 <u>JAMS 11</u>

Faculty Hour C.2 @ 1.25 of a CAH

Discipline	Courses Common to both Colleges	Chabot College Courses	Las Positas College Courses
English	English 1A, 4, 7 (all classes capped at 28 students)	English 1, 70, 101A, 102 (all classes capped at 28 students)	English 104, 1AEX (all classes capped at 25 students)

Negotiated Class Size Caps

Discipline	Courses Common to both Colleges	Chabot College Courses	Las Positas College Courses
Communications	Communications 1 (all classes capped at 30 students)		
Math Lecture Classes	All classes capped at 35 students.		
French and Spanish World Languages (French, Spanish, Japanese, Chinese, etc.)	1A, 1B (all classes capped at 35 students); 2A, 2B (all classes capped at 30 students)		

Updated 9/27/19 9/19/22

NOTE: Negotiated class sizes are in parenthesis next to respective course.

***SUBJECT TO CHANGE**