



AGREEMENT

Between

ALLAN HANCOCK JOINT
COMMUNITY COLLEGE DISTRICT

And The

FACULTY ASSOCIATION
Of
ALLAN HANCOCK COLLEGE

Effective

July 1, 2021

through

June 30, 2024

Table of Contents


ARTICLE A: DURATION	2
ARTICLE 1: NEGOTIATIONS AND COMPLETION OF AGREEMENT	3
ARTICLE 2: RECOGNITION	4
ARTICLE 3: NON-DISCRIMINATION	5
ARTICLE 4: ASSOCIATION RIGHTS AND RESPONSIBILITIES	6
ARTICLE 5: MANAGEMENT RIGHTS AND RESPONSIBILITIES	9
ARTICLE 6: GRIEVANCE PROCEDURE	11
ARTICLE 7: ORGANIZATIONAL SECURITY	15
ARTICLE 8: SEVERABILITY	17
ARTICLE 9: SAFETY	18
ARTICLE 10: LEAVES OF ABSENCE	20
ARTICLE 11: HEALTH AND WELFARE	35
ARTICLE 12: PERSONNEL RECORDS	39
ARTICLE 13: SABBATICAL LEAVE AND ACADEMIC RANK	41
ARTICLE 14: COMPENSATION	43
ARTICLE 15: FACULTY SERVICE AREAS, DISCIPLINES, AND REDUCTION IN FORCE	50
ARTICLE 16: ASSIGNMENT AND CONTRACT YEAR	53
ARTICLE 17: EVALUATION AND TENURE	62
ARTICLE 18: FACULTY LOAD	74
ARTICLE 19: TRANSFER	81
ARTICLE 20: WORKPLACE TECHNOLOGY	83
APPENDICES	84
ARTICLE 7 APPENDIX: FACULTY ASSOCIATION DUES AND/OR A SERVICE FEE FORM	86
ARTICLE 14 APPENDIX: SALARY SCHEDULES	88
ARTICLE 16 APPENDIX: 40 HOUR WORKWEEK POSITIONS	96
ARTICLE 17 APPENDIX: EVALUATION FORMS	98
ARTICLE 18 APPENDIX: REASSIGNED TIME MATRIX	118

ARTICLE A: **DURATION**


- A.1 This Agreement is made and entered into this 4th day of June 2021, by and between the Allan Hancock Joint Community College District, hereafter referred to as the District, and the Faculty Association of Allan Hancock Joint Community College, hereafter referred to as the Faculty Association or Association.

- A.2 This Agreement was ratified by the Faculty Association on August 27, 2021 and shall become effective on July 1, 2021 and shall continue in effect to and including June 30, 2024.

FOR THE DISTRICT


Kevin Walthers (Nov 5, 2021 17:14 PDT)

Kevin G. Walthers, Ph.D.
Superintendent/President


Robert Curry (Oct 29, 2021 10:32 PDT)


Robert Curry, Ph.D.
Associate Superintendent/Vice President,
District Chief Negotiator


Ruben Ramirez (Oct 26, 2021 19:53 PDT)

Ruben Ramirez
Director, Human Resources
District Negotiations Representative


Eric Smith (Oct 29, 2021 10:49 PDT)

Eric D. Smith
Associate Superintendent/ Vice President,
District Negotiations Representative



Sofia Ramirez-Gelpi, Ph.D.
Dean, Academic Affairs
District Negotiations Representative

FOR THE ASSOCIATION

Michael Dempsey
Michael Dempsey (Oct 29, 2021 10:02 PDT)

Michael Dempsey
Professor,
Faculty Association, Chief Negotiator

Roger Hall
Roger Hall (Oct 29, 2021 10:37 PDT)

Roger Hall, Ph.D.
Professor,
Faculty Association, President


Christine Reed (Oct 29, 2021 10:51 PDT)

Christine Reed
Counselor,
Faculty Association Representative


Lydia Maxwell (Nov 4, 2021 09:17 PDT)

Lydia Maxwell
Counselor,
Faculty Association Representative


Daniel S McNeil (Nov 5, 2021 12:30 PDT)

Daniel McNeil
Professor,
Faculty Association Representative

ARTICLE 1: NEGOTIATIONS AND COMPLETION OF AGREEMENT

- 1.1 Notification and Public Notice: If either party desires to alter or amend this Agreement, it shall provide written notice and a proposal to the other party of said desire and the nature of the amendments and cause the public notice provisions of the law to be fulfilled.
- 1.2 Commencement of Negotiations: Negotiations shall commence as soon as possible after satisfaction of the public notice requirements. Negotiations shall commence at a mutually acceptable time and place for the purpose of considering changes in this Agreement.
- 1.3 Reassigned Time for Negotiations: The Association shall have the right to designate up to five (5) employees who shall be given reasonable reassigned time in accordance with Article 4.10.3 to participate in actual negotiations if negotiation meetings with the District are scheduled during the working hours of the bargaining faculty members involved. All employees participating in negotiations during the working hours will receive reassigned time proportional to their participation. However, every effort shall be made to schedule negotiation meetings with the District at times other than scheduled class time.
- 1.4 Reopeners: The District and the Association agree all articles of this contract shall be in effect for the duration of this agreement.
- 1.5 Ratification of Additions or Changes: Any additions or changes in this Agreement shall not be effective unless reduced to writing and properly ratified and signed by both the District and the Association.
- 1.6 Completion of Agreement: This Agreement shall constitute the full and complete commitment between both the District and the Association and shall supersede and cancel all previous agreements both written and oral. In the event a conflict exists between the specific provisions contained in this Agreement and District practices, policies, procedures, and state laws to extent permitted by state law, the provisions of the Agreement shall prevail.
- 1.7 The district shall notify the Faculty Association with the names of the district bargaining unit team and provide the Faculty Association with the District's sunshine list no later than May 15th of each year prior to a year when any article and/or the entire contract is reopened. Submission of the sunshine lists shall go to the June board meeting unless otherwise agreed upon by both parties.

ARTICLE 2: **RECOGNITION**

- 2.1 The District recognizes the Faculty Association of Allan Hancock College as the sole and exclusive bargaining agent for all contract and regular faculty, temporary full-time faculty pursuant to the California Education Code 87470, and permanent faculty with less than a full-time load of the Allan Hancock Joint Community College District. These faculty hold contracts based on the Faculty Contract Salary Schedule and the Children's Center Faculty Salary Schedule except as excluded in Section 2.2.
- 2.2 Positions excluded from the bargaining unit are as follows:
- 2.2.1 All management, supervisory, and confidential employees as defined by Section 3540.1 of the Educational Employment Relations Act, as well as classified employees and temporary part-time faculty.
- 2.3 New faculty positions created shall be subject to negotiations between the District and the Association to determine if they are to be included in the bargaining unit.
- Disputed cases shall be submitted to the Public Employment Relations Board. The decision of PERB shall be final and shall not be subjected to the grievance procedures contained in this Agreement.
- 2.4 The Association, in turn, recognizes the District Board of Trustees as the duly elected representatives of the people and agrees to negotiate exclusively with the District Board of Trustees or designated representatives through the provisions of the Government Code Section 3540, et. seq.

ARTICLE 3: **NON-DISCRIMINATION**

- 3.1 Discrimination Prohibited: The District shall not unlawfully discriminate against any employee as set forth in Board Policy 3410 Nondiscrimination.

- 3.2 This article is not grievable under the grievance procedure of this Agreement. All discrimination complaints will go through the District's equal employment opportunity complaint procedure. Information from the California Department of Fair Employment and Housing and the federal Equal Employment Opportunity Commission about filing claims of discrimination with these entities is available on their websites.

ARTICLE 4: ASSOCIATION RIGHTS AND RESPONSIBILITIES

- 4.1 Bulletin Boards: The Association shall have the right to use without charge a reasonable part of the non-classroom bulletin board space, both physical and digital, designated for communication at work sites. Any material to be posted must be dated and must identify the Association as the source of the material.
- 4.2 College and Mail Communication System: The Association is authorized to place Association written communications in District-designated individual college mailboxes/email for distribution to bargaining unit employees. The Association is also authorized reasonable use of any telephone voice mail for verbal communications to bargaining unit employees as long as such use does not interfere with college business or the work of other college employees as per Board Policy 3720 Computer and Network Use.
- The Association is authorized to use the District's email system and space on the District's server to operate an Association website for communications to bargaining unit employees as long as such use does not interfere with the college business purpose of the computer system or the work production of any college employee. Such use is restricted to appropriate Association business.
- 4.3 Documents: Prior to each monthly meeting of the Board of Trustees, the Association president will be provided with a copy of the agenda for the current meeting, a copy of the minutes of the previous meeting, and a copy of the monthly warrants if the warrants are not included in the agenda. Confidential communications will be excluded.
- The District agrees to provide to the Association upon written request, one copy of existing college-produced informational documents which can reasonably be expected to have an impact on contract negotiations and on the implementation and administration of the Agreement.
- 4.4 Contract/Agreement Distribution: Within forty-five (45) days after ratification by the Board of Trustees, the District shall post the Agreement to the college website and portal and provide without charge 15 printed copies to the Association officers. After the execution of this Agreement, any member of the bargaining unit may request a copy of this Agreement and/or any amendments from the District without charge.
- 4.4.1 The District shall post all signed Memorandums of Understanding (MOUs) and Collective Bargaining Agreements (CBA) to the appropriate Human Resources website within fifteen (15) working days after ratification.
- 4.5 Facility Use: The District authorizes the Association reasonable use of college facilities for Association business at times that do not conflict with scheduled District activities including the instructional program subject to District approval and in accordance with college procedures. The Association will pay for any costs associated with the use of a facility or services. The District has a right to determine appropriate use of District property.
- 4.6 Telephone Use: The District authorizes the Association to use District telephones (including facsimile machines) so long as the calls are related to lawful Association business and do not interfere with the college business purpose of the telephone equipment or the work

production of any college employee. The District will provide the Faculty Association with an access code for

purposes of making long-distance calls and may invoice the Association monthly for associated costs.

4.7 Equipment Use: The District authorizes the Association reasonable use of college photocopy and print services as long as the use of such equipment and services does not interfere with student instruction or work production. The Association will reimburse the District for the cost of such services at the same rate as that charged to the District, or within the District, for printing and photocopying services.

4.8 Right of Access: The Association shall have the right of access at reasonable times to areas in which bargaining unit employees work, provided such access does not interfere with the educational process or the work of other District employees.

4.9 Bargaining Unit List: Upon request the District will provide the Association with a list of employees represented by the bargaining unit that includes name, mailing address, telephone number (unless restricted by the bargaining unit employee), job title, and primary department..

4.9.1 Association Member List: The district shall provide a monthly membership list to the association at the close of each pay period.

4.10 Negotiation and Contract Administration

4.10.1 Up to five (5) designated representatives of the District and up to five (5) designated representatives of the Association may meet (if requested by either party) on a mutually agreed upon date, place, and time (with the least impact upon instruction and student support services) once or by mutual agreement more than once during fall and once or more during spring semesters for the purpose of reviewing the administration of the Agreement in force and attempting to resolve any other problems that may arise. Either party may submit an agenda for discussion in advance of the meeting(s). If an agreement can be reached to resolve any issue(s), both parties shall sign a side letter. If appropriate, the side letter will become part of this Agreement if the parties so agree.

4.10.2 The Association agrees that all Association business shall be conducted at times which will have the least impact on instructional and student services programs. This section is not intended to preclude the Association from conducting Association business during established business hours.

4.10.3 Each fall and spring term, the District shall grant annually 1.4 FTE (full-time equivalent) reassigned time, with pay, to be distributed by the Association for contract-required committee work, grievance, representation, negotiations, arbitration, and Association representation at meetings and conferences related to official Association business. The Faculty Association will notify the district, in writing, of the allocation of reassigned time not later than May 20th for the fall semester and not later than September 15th for the spring semester. Reassigned time shall be distributed in such a manner so as to allow for unit pay replacement for all cases.

It is understood that reassigned time allocated to a unit member under this section shall not exceed .60 FTE, except as may be mutually agreed upon by the Association and the District, in advance, in accordance with the timeline of this section.

4.10.4 The Faculty Association may purchase additional reassigned time pursuant to the provisions of the Education Code, up to sixty percent (60%) of a full-time load. The Faculty Association must pay the District an amount based on the Faculty Overload and Extra Assignment Salary Schedule lab III rate, step 1, column I. The district will invoice the association for the purchase of additional reassigned time.

4.11 The District shall designate two (2) consecutive hours between 9 am and 3 pm for the Faculty Association to meet with its members on each All Staff Day.

ARTICLE 5: **MANAGEMENT RIGHTS AND RESPONSIBILITIES**

- 5.1 The Board of Trustees, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, all powers, rights, authority, duties, and responsibility conferred upon and vested in it by the laws and Constitution of the State of California and of the United States, including, but without limitation to the foregoing:
- 5.1.1 The exercise of the powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms are in conformance with law.
- 5.1.2 It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control in conformance with the law. Included in, but not limited to, those duties and powers are the right to determine its organization; direct the work of its employees; determine the times and hours and days of operation; determine the kinds and levels of services to be provided and the methods and means of providing them including entering into contracts with private or public vendors for services; establish its educational policies, goals, and objectives; ensure the rights and educational opportunities of students; determine staffing patterns; determine the kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move, or modify facilities; assign use of office and facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; and take action on any matter in the event of an emergency. In addition, the District retains the right to hire, classify, assign, reassign, promote, discipline, and terminate employees per Ed. Code and Board policy.
- 5.1.3 The exercise by management of the rights and discretion as described herein shall not be subject to the grievance procedure, except when the exercise of such rights conflicts with the specific terms and conditions of this Agreement.
- 5.1.4 In cases of emergency declared by the Government, Board, or superintendent/president, the District retains the right to temporarily amend, modify, or rescind policies and practices referred to in this Agreement. Such action will be restricted to the period in which the emergency exists as determined by the District. Where an emergency is declared, the District shall notify the Association as soon as possible and shall consult with the Association within five (5) business days of notification.
- For purposes of this article, emergency shall include disasters resulting from 1) earthquakes, storms, flood, fire, or other calamitous events and 2) other severe emergencies which affect the public or college employees.
- 5.1.5 The District shall meet with the bargaining unit and negotiate any changes in wages, hours, and other terms and conditions of employment except in case of an emergency as defined in Section 5.1.4.

In case of an emergency, the District shall meet and negotiate with the bargaining unit any changes in wages, hours, or other terms and conditions of employment which are to be in effect longer than 60 calendar days.

5.2 Each employee will keep the District Human Resources office advised of the bargaining unit employee's current home address and telephone number.

ARTICLE 6: GRIEVANCE PROCEDURE

6.1 Definitions

- 6.1.1 A “grievance” is defined as a formal written allegation by a grievant that a specific provision of this Agreement has been misinterpreted, misapplied, or violated.
- 6.1.2 A “grievant” is any faculty member adversely affected by an alleged violation of the specific provisions of this Agreement or the Association. Unless the Association is grieving Article 4 of this Agreement, the Association shall name a faculty member or faculty members for each grievance filed.
- 6.1.3 A “day” in this article is a “business day.”
- 6.1.4 The “appropriate administrator” in this article is the lowest-level administrator who has immediate supervision over the grievant and who has been designated by the District to adjust grievances.
- 6.1.5 An “Association representative” is a person designated by the Association to represent a grievant.
- 6.1.6 The “district grievance officer” shall be the district superintendent/president or that president’s designee.

6.2 General Provisions:

- 6.2.1 Until final disposition of a grievance, the grievant shall comply with the directions of the grievant’s immediate supervisor.
- 6.2.2 All documents dealing with the processing of a grievance shall be filed in files separate from the personnel files of the participants. However, this provision shall not prohibit the appropriate filing of documents relating to disciplinary matters unless the removal of such documents is ordered as part of any grievance settlement.
- 6.2.3 No party to a grievance shall take any reprisals against the other party to the grievance because the party participated in the grievance procedure.
- 6.2.4 Except as otherwise provided in this Article, failure of the grievant to adhere to the time deadlines shall mean that the grievance is settled by the decision at the previous level and that the grievant waives the right to further appeal.
- 6.2.5 Failure of the District to adhere to the time deadlines at any level shall mean that the grievance is automatically moved to the next level.
- 6.2.6 By mutual agreement in writing, the grievant and the District may extend or reduce the time deadlines at any time.
- 6.2.7 Every effort will be made to schedule meetings for the processing of grievances at times which will not interfere with the regular workday of the participants. In any event, meetings shall not be scheduled so as to interfere with the grievant and Association representative’s schedule unless mutually agreed otherwise by the Association and the District. The Association representative shall be released from duties for meetings or hearings at Level III and/or Level IV which conflict with their schedule. If any grievance

meeting or hearing must be scheduled during the day, any employee required by either party to participate as a witness or grievant in such meeting or hearing shall be released from regular duties without loss of pay for a reasonable amount of time necessary for the presentation of the grievance or testimony.

- 6.2.8 Either party to the grievance may be represented at any step of the grievance procedure by an individual of the party's choice; however, an agent of a nonexclusive representative group shall not act on behalf of or represent the grievant. The Association representative as defined in this article may present the case for the grievant or respondent or serve as an advisor.
- 6.2.9 The grievant may elect to have the grievance adjusted without the intervention of the Association so long as the adjustment is not inconsistent with the terms of this Agreement and provided that the District shall not agree to a resolution of the grievance at Levels II and III until the Association has received a copy of the grievance and the proposed resolution and has been given reasonable opportunity to file a response. If the Association believes it is in the best interest of the Association and/or faculty, it reserves the right to continue the grievance to its end.
- 6.2.10 If the grievance involves action or inaction by an administrator above the grievant's immediate supervisor as defined above, the grievance may be filed in writing with the designated district grievance officer at Level II. However, all attempts to resolve the grievance at the informal level shall be made first.
- 6.2.11 Grievances of a similar or like nature may be joined as a single grievance upon the written consent of the Association. The final decision shall be binding upon all parties to the consolidated grievance.
- 6.2.12 The day following personal, electronic, or certified mail service of the written decision at any level of this grievance procedure shall be counted as DAY ONE for any deadline imposed upon the grievant, the Association, or the District.
- 6.2.13 By mutual agreement, at any time prior to advisory arbitration, the grievance may revert to a prior level for reconsideration.
- 6.2.14 Upon consultation with the Association, a grievant may withdraw a grievance at any step of the grievance procedure by serving written notice of the withdrawal to the administrator at the respective level. If the Association believes it is in the best interest of the Association and/or faculty members, it reserves the right to continue the grievance process to its conclusion. The parties agree to encourage the handling of grievances in as informal and confidential manner as possible.
- 6.2.15 A formal grievance shall be made on the appropriate grievance form. The grievance form will not be changed except by mutual agreement between the District and the Association.
- 6.2.16 The parties agree that any level of this grievance procedure may be waived by mutual agreement of the Association and the District.
- 6.2.17 It is the intent of this article to resolve disputes at the lowest level. At any point in the process described in this article, either party may request a personal conference.
- 6.2.18 In the event the grievance is between the bargaining unit member and immediate supervisor, the bargaining unit member will be supervised by the appropriate vice president until the grievance is resolved.

- 6.3 Procedures: Grievances shall be processed in accordance with the following procedure
- 6.3.1 Level I Informal—Appropriate Administrator
- 6.3.1.1 Before filing a formal written grievance, the grievant shall attempt to resolve the issue by completing the Level I section of the grievance form and scheduling and attending an informal conference with the appropriate administrator.
- 6.3.1.2 The appropriate administrator shall schedule and conduct the requested informal conference within ten (10) business days of the meeting request.
- 6.3.1.3 The appropriate administrator shall provide the grievant with a written decision of the grievance within five (5) business days of the informal conference.
- 6.3.1.4 If the grievant is not satisfied with the written decision at Level I, or if the appropriate administrator fails to meet with the grievant, if requested, or if the appropriate administrator fails to deliver the written decision to the grievant as set forth in this article, the grievant may appeal to Level II and file a formal grievance with the district grievance officer within ten (10) business days.
- 6.3.2 Level II Formal—Designated District Grievance Officer
- 6.3.2.1 An appeal of a Level I decision and/or filing a grievance pursuant to the terms in this Article, shall be submitted to the designated district grievance officer. The appeal shall include a clear and concise statement of the basis for the appeal. The designated district grievance officer shall submit a written decision on the appeal to the grievant within ten (10) business days of the receipt of the appeal.
- 6.3.2.2 If the grievant is not satisfied with the decision of the designated district grievance officer, the grievant may within ten (10) business days submit an appeal of the decision on the grievance form and appeal to Level III.
- 6.3.3 Level III Formal—Mediation
- 6.3.3.1 The Association shall, on behalf of the grievant, request a mediator from the California State Mediation and Conciliation Service within ten (10) business days of the receipt of the Level II decision.
- 6.3.3.2 If there is no resolution from mediation, then the Association may submit the grievance to Level IV within ten (10) business days.
- 6.3.4 Level IV Formal—Advisory Arbitration
- 6.3.4.1 The district grievance officer shall, within ten (10) business days after receipt of the written appeal, submit a request for the immediate services of an advisory arbitrator to the California State Mediation and Conciliation Service.
- 6.3.4.2 The grievant and the District shall attempt to agree upon an advisory arbitrator. If no agreement can be reached, they shall request the California State Mediation and Conciliation Service to supply a panel of five (5) business days names of persons experienced in hearing grievances regarding community colleges. Each party shall alternately strike a name until only one name remains. The remaining panel member shall be the advisory arbitrator. The order of striking shall initially be determined by lot. For each subsequent instance thereafter the parties shall alternate striking first. If the arbitrator will not be available within ninety (90) business days, the parties may agree to

secure another list and repeat the selection.

- 6.3.4.3 The arbitrator will hold an arbitration hearing and issue an advisory decision. The arbitrator shall not have the authority to delete, add to, or otherwise modify the provisions of this Agreement. The arbitrator's authority shall be limited to deciding whether the District has violated, misinterpreted, or misapplied the referred to express provision of this Agreement, and such decision shall not imply obligations and conditions to restrict the District in its administration of the terms of this Agreement, it being understood that any matter not specifically set forth herein remains within the management rights of the District.
- 6.3.4.4 The arbitrator's decision shall clearly indicate whether it is primarily in favor of the grievant, the District, or neither (50-50 split).
- 6.3.4.5 If the grievant is not satisfied at Level IV, the grievant may within fifteen (15) business days appeal the decision on the appropriate grievance form to the Board of Trustees for review. The form must be submitted to the designated district grievance officer.

The grievant may also request a hearing. Said hearing shall be requested at the time the appeal is filed. Said hearing shall be conducted by the member(s) of the Board of Trustees as designated by the Board of Trustees President.

The parties agree that Level V of this grievance procedure may be waived by mutual agreement of the grievant and the District.

- 6.3.4.6 Arbitration Costs: Each party shall bear the costs of preparing and presenting its own case in arbitration. If the arbitrator's decision is primarily in favor of the District, the fees and expenses shall be paid by the Faculty Association. If the arbitrator's decision is primarily in favor of the Faculty Association, the fees and expenses shall be paid by the District. If the arbitrator's decision is not clearly in favor of either party, the fees and expenses shall be shared equally between the Faculty Association and the District.

6.3.5 Level V—Board of Trustees

- 6.3.5.1 If the grievant is not satisfied with the decision at Level IV, the grievant may, within fifteen (15) business days of receiving the decision, appeal to the Board of Trustees for a hearing. The request for a hearing must be submitted to the Board of Trustees through the designated district grievance officer.
 - 6.3.5.2 Said hearing shall be conducted by a panel of at least a quorum of the Board of Trustees.
 - 6.3.5.3 The parties agree that Level V of this grievance procedure may be waived by mutual agreement of the grievant and the District.
 - 6.3.5.4 The Board of Trustees shall communicate its decision in writing to the grievant within thirty (30) business days. The decision of the Board of Trustees shall be considered the final level for a grievance.
- 6.3.6 Nothing in this grievance procedure shall imply a waiver of any other due process rights available to an employee or the Faculty Association as prescribed by law.

ARTICLE 7: ORGANIZATIONAL SECURITY

- 7.1 Pursuant to Government Code Section 3544.9, the Faculty Association shall represent each and every employee as provided for in Article 2.1 of this agreement. Employees identified in Article 2.1 of this agreement shall be allowed to join the Faculty Association anytime during their employment by affirmatively consenting to payroll deduction for dues on the appropriate form in the Appendix (Faculty Association Authorization of Payroll Deduction/Revocation)

The District will deduct dues from Association members, and disperse such funds to the Association and any voluntary contributions to the Association's Political Action Committee fund as authorized in writing by the employee on the appropriate form located in the Appendix (Faculty Association Authorization for Payroll Deduction/Revocation), subject to the following conditions:

7.1.1 The District shall not accept any authorizations for deductions of dues and/or voluntary contributions or revocations directly from the employee. All employee authorizations for deductions of dues and/or voluntary contributions or revocations forms shall only be distributed and collected by the Faculty Association President or Vice President or designee.

7.1.2 Dues and/or voluntary contributions deductions shall begin within 30 days of the District receiving notification from the Faculty Association President or Vice President or designee after receiving the submission of the Faculty Association Authorization for Payroll Deduction/Revocation form signed by the employee. The District and the Association agree that bargaining unit employees who have been paying Association membership dues prior to the ratification of this Agreement do not need to complete new forms to continue the same deductions.

7.1.3 All employee requests and/or inquiries made pertaining to payroll deductions for dues and/or voluntary deductions or revocations shall be directed to the Faculty Association President or Vice President or designee.

- 7.2 Newly hired employees of the bargaining unit will be provided the Faculty Association Authorization for Payroll Deduction/Revocation form by the Faculty Association President or Vice President or designee during the District's new employee orientation provided by the office of human resources. The Association will be invited to attend a portion of the orientation to address new bargaining unit members.

- 7.3 The deductions for Association dues shall be in accordance with the Association dues schedule. It is the responsibility of the Association to provide said schedule to the District. Any proceedings shall be governed by applicable State laws and are specifically excluded from Article 6, Grievance Procedure, of this Agreement.

7.3.1 *Schedule of Deduction:* Annual dues deductions are applied to all bargaining unit members and paid over the ten (10) month academic year. Annual dues deductions are to be taken from the base annual salary schedule placement only as defined per article 14.1.3.2.

7.4 Revocation of Membership

Once an employee has joined the Association, the employee must retain their membership and pay dues through payroll deduction for the duration of the contract year if the employee remains in a position as represented by Article 2 of this agreement. Employees may only revoke their membership during the annual revocation period from 9/1 - 9/15 by completing the Faculty Association Authorization for Payroll Deduction/Revocation form and submitting it to the Faculty Association President or Vice President or designee by 9/20. The Faculty Association shall notify the District of any revocations received by 9/30 each year and payroll deductions for dues shall cease beginning with the October payroll.

7.5 The Association agrees to save and hold harmless the District from all claims, demands, suits, or any other action arising as a result of the enforcement of this article of the Agreement and agrees to assume the defense upon request of the District in connection with any legal proceedings under this article.

ARTICLE 8: SEVERABILITY

- 8.1 Savings Clause: If there exists any applicable court determination, law, rule, regulation, or order issued by governmental authority other than the District which shall render invalid or restrain compliance with or enforcement of any provision of this Agreement, such provision shall be immediately suspended and be of no effect hereunder so long as such law, rule, regulation, or order shall remain in effect. Such invalidation of a part or portion of this Agreement shall not invalidate any remaining portions which shall continue in full force and effect.
- 8.2 Replacement for Severed Provision: In the event of suspension or invalidation of any article or section of this Agreement, the parties agree to meet and negotiate within thirty (30) calendar days after such determination for the purpose of arriving at a mutually satisfactory replacement for such article or section.

ARTICLE 9: **SAFETY**

- 9.1 **District Compliance:** Faculty shall not be required to work in unsafe conditions or to perform tasks that endanger their health and safety if the District has knowledge of a hazardous condition or situation. The District shall conform to and comply with all health, safety, and sanitation requirements imposed by state, Federal, or applicable local regulations adopted under state, Federal, or applicable local law.
- 9.1.1 The District shall, within five (5) business days, provide to the Association President a copy of any correspondence with regard to reported or identified unsafe working conditions between the District and a state or federal governmental safety regulatory agency.
- 9.1.2 The Association shall appoint two members to the District Safety Committee.
- 9.1.3 **Safety Training:** The District shall provide safety training during the regular contract year appropriate to the discipline within which the employee works.
- 9.2 **Employee Conduct:**
- 9.2.1 Employees shall comply with all state and federal laws, and District policies and procedures regarding safe practices. All District policies and procedures will be disseminated to employees as appropriate.
- 9.2.2 When an employee perceives a condition or circumstance which may prove to be a safety hazard the employee shall report the situation or condition to the appropriate administrator.
- 9.3 **Safety Complaint:** Employees who wish to provide a safety suggestion or report an unsafe working condition or practice shall complete the "Safety Hazard/Suggestion Report Form" provided by the District. Upon notification, the District Safety Coordinator or their designee shall investigate any complaint of unsafe or hazardous working condition and, if the condition is determined to be unsafe or hazardous, shall work to eliminate or correct the unsafe or hazardous condition as soon as possible.
- 9.3.1 The District Safety Coordinator or their designee shall notify the employee in writing how the hazardous condition will be eliminated or corrected.
- 9.3.2 No employee shall be discriminated against as a result of reporting any condition believed to be a violation of Section 9.1.
- 9.4 **Drug and Alcohol Testing Pursuant to the United States Department of Transportation Regulations Per Board Policy 6950.**
- 9.4.1 This section shall only apply to employees in positions identified by Board Policy 6950.
- 9.4.2 *Left blank intentionally.*
- 9.4.3 Any drug/alcohol treatment and/or rehabilitation cost shall be borne by the employee if such cost is not covered by the District medical insurance plan as provided by Article 11, Health and Welfare, Section 11.2.

9.4.4 Any leave approved by the District for alcohol/drug treatment and/or rehabilitation during the employee's contract year shall be in accordance with Article 10, Leaves of Absence, and shall be taken from the employee's sick leave if sick leave is available.

ARTICLE 10: LEAVES OF ABSENCE

10.1 General Provisions

10.1.1 The leave benefits which are expressly provided by this article are the sole leave benefits which is part of this collective Agreement, and it is agreed that other statutory or regulatory leave benefits are not incorporated with this Agreement, nor are such other benefits subject to the grievance procedure of Article 6.

The following leaves are available to employees, subject to the conditions as set forth in this article.

1. Personal Illness and Injury Leave
2. Personal Necessity Leave
3. Judicial Leave
4. Bereavement Leave
5. Maternity/Pregnancy Disability Leave
6. Military Leave
7. Industrial Accident/Injury Leave
8. Quarantine Leave
9. Extended Illness/Injury Leave
10. Reduced Workload (Willie Brown Act)
11. Reduced Workload (other)
12. Leave of Absence without Pay
13. Family and Medical Care Leave

10.1.2 All paid leaves granted pursuant to the provisions of this article shall be credited as service for step advancement on the salary schedule and to the extent permitted by law shall be credited towards retirement in the same proportion as salary received.

10.1.3 Upon return from a leave granted pursuant to this article, an employee shall be assigned to a position substantially similar in duties to that which was held at the time that the request for leave was granted and for which the employee is credentialed and qualified. An employee returning from leave may make other arrangements with the District prior to the leave or prior to returning from the leave. An employee shall be entitled to return to the same campus except if otherwise required by business or academic necessity.

10.1.4 All leaves of absence for whatever reason shall be requested and/or reported within ten (10) business days after the return from the absence.

10.1.5 An employee shall make written application for paid leave as soon as possible in accordance with procedures specific to the type of leave. If paid leave is denied, the employee will be provided with a written statement which explains the reason for the denial. Denial shall not be grievable.

10.1.6 An employee shall suffer no loss of seniority or order of employment while on paid leave.

10.1.7 The District may require an applicant for paid leave to submit evidence that substantiates the request. Examples of such evidence may include a physician's or psychologist's statement, a statement from a practitioner or a recognized church or denomination, a copy of a subpoena directed to the applicant, or a notice of jury service, etc.

10.2 Personal Illness and Injury Leave

10.2.1 Amount of Leave: Full-time regular and contract employees shall be entitled to ten (10) days leave with full pay for each academic year of service for purposes of personal illness or injury. Regular and faculty contract employees who work less than full time shall be entitled to a prorated ratio of the ten (10) days leave as their academic assignment bears to a full-time assignment. This annual entitlement shall be based on a 175-day annual assignment.

Employees who work more than 175 days shall receive additional sick leave as that assignment bears to a prorated full-time, 175-day assignment.

Employees will earn sick leave for summer assignments at the rate of one hour per 17 ½ hours worked.

10.2.2 Accumulation of Leave: If an employee does not utilize the full amount of leave as authorized in Section 10.2.1, the amount not utilized shall be accumulated from year to year.

10.2.3 Verification of Illness or Injury: Upon request by District management, employees shall be required to present a certificate signed by a physician. If the District requires an employee to go to a District-designated doctor, the District will pay for any unreimbursed medical expenses incurred by the employee in obtaining the certificate.

10.2.4 Notification of Absence: Employees shall notify the District of an absence as soon as practicable prior to the start of the employee's assignment.

10.2.4.1 Leave blank intentionally.

10.2.4.2 The employee is to report the absence on-line and submit for approval within ten (10) business days after returning to work.

10.2.5 Notification of Return: Prior to the end of the college business day, an employee shall notify the administrator or designee of the employee's intent to return or not to return to work the following day and will indicate the day of expected return.

10.2.6 Salary Adjustment upon Termination: If an employee terminates District employment having used more sick leave than has been accrued, an adjustment will be made on the final warrant.

10.2.7 Sick Leave upon Retirement: The employee may convert unused sick leave to retirement credit in accordance with California Government Code Section 20862.5 or California Education Code Section 22719 or its successor if the employee is filing a request for retirement.

10.2.8 Transfer of Accrued Sick Leave: Accrued sick leave will be transferred if an employee terminates employment with the District and is employed by another California public school district or other public educational agency, but only in accordance with the specific conditions of applicable sections of the California Education Code and the conditions specified by the new employing agency. It is the employee's responsibility to initiate the transfer request through the new employing agency. Accrued sick leave earned by a newly hired employee in another California public school district or other public educational agency will be transferred to Allan Hancock College and credited to the newly hired employee, but only in accordance with the specific conditions of applicable sections of the California Education Code. It is the employee's responsibility to initiate the transfer request through Allan Hancock College Human Resources.

- 10.2.9 Annual Sick Leave Statement: The District shall provide self-service access to leave balances. The statement of accrued sick leave shall include both days of leave earned from regular assignments as well as equivalent days and fractional days earned from all prior sick leave hours accrued from summer assignments. The two amounts shall be available as separate totals upon request.
- 10.2.10 Maternity/Pregnancy Disability: Employees are entitled to use sick leave as set forth in Sections 10.2.1 for pregnancy, miscarriage, childbirth, and the recovery therefrom on the same terms and conditions governing leaves of absence for other illness. A medical release may be required prior to the employee's return to work.
- 10.2.11 Sick Leave Deduction Process: Employees shall have daily sick leave deducted in proportion to the fraction of the daily load which they missed.

10.3 Personal Necessity Leave

- 10.3.1 Leave which is credited under Section 10.2.1 (sick leave) of this article may be used at the employee's election for the purposes of personal necessity provided that use of such personal necessity leave does not exceed seven (7) days in any fiscal year. Three of those days may be taken at the employee's discretion. The remaining four days may be taken with the approval of the appropriate administrator, and with reasonable advance notice.
- The employee shall complete and submit the appropriate request following the procedures in Sections 10.2 and 10.3 of this article in advance of the beginning of the leave for approval. When an emergency or extenuating circumstance make such advance notice impracticable, the employee must still report the leave in accordance with Sections 10.2.4 and 10.2.5 of this article and complete the absence request immediately upon returning to work. Upon return from an approved personal necessity leave of absence, the employee may be required to provide such proof of eligibility for the personal necessity leave.

10.4 Judicial Leave

- 10.4.1 The employee shall be provided leave for regularly called jury duty and, when subpoenaed, to appear as a witness in court, other than as a litigant, for reasons not brought about through the connivance or misconduct of the employee.
- 10.4.2 The employee, while serving on jury duty, will receive pay in the amount of the difference between the employee's regular earnings and any amount received for jury duty service, exclusive of any mileage reimbursement. However, the employee shall receive full compensation if the employee remits to the District the fee received exclusive of the mileage reimbursement.
- 10.4.3 Paid judicial leave shall not be provided for employees who serve as paid expert witnesses.
- 10.4.4 An employee of the bargaining unit shall notify the appropriate supervisor in writing as soon as possible after receiving notice of jury duty or subpoena. Upon return from judicial leave, the employee must complete the District's absence report form and attach to the form verification of judicial leave.

10.5 Bereavement Leave

10.5.1 In the event of a death of any member of the immediate family, the employee shall be entitled to three (3) days leave of absence for each death or five (5) days leave of absence if the employee must travel more than 300 miles without loss of salary or deduction from sick leave.

In the event of a death of any present or past District employee where the funeral or memorial service is held locally during work hours, the employee may take 1.5 hours of bereavement absence without loss of salary or deduction from sick leave.

Employees are encouraged to discuss bereavement leave needs with their supervisor including when parameters of 10.5.1 do not meet the employee's needs.

10.5.2 For the purposes of this provision, the immediate family shall be limited to mother, father, grandmother, grandfather, grandchild, aunt, uncle, niece, or nephew of the employee or of the spouse or the domestic partner of the employee and the spouse, domestic partner, son, son-in-law, step-son, daughter, daughter-in-law, step-daughter, brother, brother-in-law, sister, sister-in-law, legal ward or a child of a person standing in loco parentis, or any relative living in the immediate household of the employee.

10.5.3 If additional leave is needed, the employee can use personal necessity leave in accordance with the provisions of Section 10.3 of the article.

10.5.4 Employees of the bargaining unit shall be required to complete an absence verification form provided by the District upon return from bereavement leave and may be required to provide proof of eligibility such as newspaper obituary notice or death certificate for bereavement leave benefits.

10.6 Military Leave

10.6.1 The employee will be granted leave for military duty in accordance with applicable state and federal laws.

10.6.2 The leave must be verified by a copy of the military orders requiring the military duty. Verification must be attached to the District's absence report form as far as possible in advance of actual leave.

10.7 Leave of Absence Without Pay

10.7.1 Regular and contract faculty may be granted leave without pay for a period of up to one year with approval of the superintendent/president and recommendation to the Board of Trustees for action. Such leave shall be without compensation or salary increment, and the leave shall not count towards sabbatical leave credit, or tenure for contract faculty. An extension of one year may be approved by the superintendent/president. See Article 13 - Professional Development (13.1.3) - for effect of leave of absence without pay on sabbatical leave eligibility.

10.7.2 Procedure for Requesting Leave Without Pay

10.7.2.1 The employee shall submit a written request for leave to the superintendent/president as far in advance as possible. The superintendent/president may confer with the appropriate administrator to assess the impact of the request upon the District.

10.7.2.2 The written request for leave shall state:

10.7.2.2.1 The reason(s) for the leave;

10.7.2.2.2 The anticipated duration of absence;

10.7.2.2.3 The intention to return to service at the end of absence.

10.7.2.3 The District may require the employee to provide evidence to justify the request for leave.

10.7.2.4 The superintendent/president is not obligated to recommend the request if it is not in the interest of the District. If the leave is approved, the superintendent/president will submit the request and a recommendation to the Board of Trustees for action.

10.7.2.5 An employee on such leaves shall notify the District human resources office by the third week of the final semester of the leave as to the employee's intent to return to employment with the District.

10.7.2.6 Failure by the employee to return from unpaid leave will constitute an abandonment of position which may result in disciplinary action up to and including termination by the District.

10.8 Reduced Workload (Other Than Willie Brown Act)

10.8.1 Regular faculty may take a partial unpaid leave of absence by accepting less than a full-time assignment. In such leaves, regular faculty shall continue to fulfill the appropriate prorated share of full-time duties.

10.8.2 Procedure for requesting reduced workload

10.8.2.1 The employee shall submit a written request for reduced workload to the superintendent/president as far in advance as possible. The superintendent/president may confer with the appropriate administrator to assess the impact of the request upon the district.

10.8.2.2 The written request for leave shall state:

10.8.2.2.1 The reason(s) for the reduced workload; and

10.8.2.2.2 The reduction in FTE requested; and

10.8.2.2.3 The anticipated duration of reduced workload.

10.8.2.3 The District may require the employee to provide evidence to justify the request.

10.8.2.4 If the request for reduced load is to be considered under the provisions of the Willie Brown Act (Education Code Section 87483) such requests are subject to Section 10.9 of this article.

10.8.3 The superintendent/president is not obligated to recommend the request if it is not in the interest of the District. If the reduced workload request is approved, the superintendent/president will submit the application and a recommendation to the Board of Trustees for action.

10.8.3.1 All requests under this section that are approved by the Board of Trustees will receive prorated (FTE) salary, employee benefits and STRS contributions, and credits that are consistent with reduced workload (FTE). However, under exigent circumstances, the district may authorize employee benefit contributions to be other than the prorated amount.

10.9 Reduced Workload under Education Code 87483 (Willie Brown Act)

10.9.1 An employee requesting a reduced workload under the provision of California Education Code Section 87483 must meet the following criteria:

10.9.1.1 The employee must have reached the age of 55 prior to reduction in workload.

10.9.1.2 The employee must have been employed full time in an academic position or a position requiring certification or both for at least ten years of which the immediate preceding five years were full-time employment.

10.9.1.3 Sabbatical or other approved leaves do not count as a break in service but shall not be used in computing the five years' full-service requirement.

10.9.1.4 The minimum part-time employment shall be the equivalent of one-half of the number of days' service or 50 percent of workload required by the employee's contract of employment during their final year of service in a full-time position.

10.9.2 For employees granted a reduced workload contract under Education Code Section 87483:

10.9.2.1 The employee must comply with request conditions in 10.9.1 above.

10.9.2.2 The employee and the District shall continue to make retirement contributions as if the employee were earning the salary prior to going on reduced workload. The District will make any additional retirement contributions as specified by STRS regulations.

10.9.2.3 The employee shall be paid a salary which is the prorated share of the salary they would be earning had they not been approved for reduced workload employment.

10.9.2.4 The employee shall receive health benefits in the same manner as a full-time employee. Health benefits for the purpose of this Agreement are defined as medical and dental as provided by Article 11.

10.9.2.5 The period of reduced workload which can qualify for full-time retirement benefits shall not exceed five years and shall not extend beyond the end of the school year during which the employee reaches her/his 70th birthday.

10.9.2.6 Other District employee benefits not included in 10.9.2.4 may be purchased by the employee through a payroll deduction system.

10.9.2.7 Conditions of this section will be implemented only upon approval by both the Board of Trustees and the State Teachers' Retirement System.

10.10 Extended Illness and Injury Leave

10.10.1 If a bargaining unit member has exhausted their accumulated sick leave and that sick leave totals less than five (5) months, additional non-accumulated extended illness leave shall be available up to a maximum of five months when counting both the accumulated and non-accumulated leave. The amount deducted for extended leave purposes from the employee's salary to offset the potential costs of covering their full-time assignment shall be based on the requesting bargaining unit member's placement on the Overload and Extra Assignment Salary Schedule (SS #17-20) appropriate to the affected assignment(s) or fifty (50) percent of the bargaining unit member's base annual salary, whichever is less.

10.11 Industrial Accident/Illness Leave

- 10.11.1 Employees will be entitled to industrial accident leave according to the provisions in Education Code Section 87787 for personal illness or injury that is qualified for Workers' Compensation under the provisions of the State Workers' Compensation Insurance Program.
- 10.11.2 Employees shall notify an administrator of any accident or illness arising out of employment with the District as soon as possible but normally within twenty-four (24) hours.
- 10.11.3 Pursuant to the statutory provisions of the State Workers' Compensation System, the District has a right to have employees examined by a physician or psychologist designated by the District at the District's expense to assist in determining the length of time the employee will be temporarily unable to perform assigned duties and the degree to which a disability is attributable to the injury involved.
- 10.11.4 Allowable leave shall be for not less than sixty (60) days during which the college is required to be in session or when the employee would otherwise have been performing work for the District in any one fiscal year for the same accident.
- 10.11.5 When an industrial accident or illness leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due for the same illness or injury.
- 10.11.6 Allowable leave shall not accumulate from year to year.
- 10.11.7 Industrial accident or illness leave shall commence on the first day of absence.
- 10.11.8 When an employee is absent from their duties because of an industrial accident or illness, they shall be paid the portion of the salary due them for any month in which the absence occurs as when added to their temporary disability indemnity will result in a payment to the employee of not more than their salary.
- 10.11.9 Industrial accident or illness leave shall be reduced by one day for each day of authorized absence regardless of a temporary disability award.
- 10.11.10 When entitlement to industrial accident or illness leave under this section has been exhausted, accumulated sick leave or other applicable paid leave will be used in full-day increments for each day of industrial accident or illness absence.

If, however, the employee is still receiving temporary disability payments under the Workers' Compensation laws of this state at the time of exhaustion of benefits under this section, the employee shall be entitled to use only so much of the person's accumulated or available sick leave, which when added to the workers' compensation award, provides a regular day's pay at the employee's regular rate of pay.
- 10.11.11 Employees shall upon demand of the District endorse to the District workers' compensation checks issued in the name of the employee for any day(s) for which the employee received compensation from the District.

10.12 Quarantine

- 10.12.1 An employee shall receive a paid leave of absence during the period of the employee's quarantine by a duly constituted governmental authority.

10.12.2 Deduction from Leave: An employee, who misses any scheduled duties due to quarantine, shall have leave deducted from their accumulated sick leave.

10.13 Family and Medical Care Leave

The District will provide family and medical care leave for eligible employees as required by State and Federal law. The following provisions set forth employee's rights and obligations with respect to such leave. Rights and obligations which are not specifically set forth below are set forth in the Department of Labor regulations implementing the Federal Family and Medical Leave Act of 1993 (FMLA) and the regulations of the California Fair Employment and Housing Commission implementing the California Family Rights Act (CFRA). Unless otherwise provided by this article "Leave" under Section 10.13 through 10.13.9 of this article shall mean leave pursuant to the FMLA and CFRA.

10.13.1 Members Eligible for Leave: An employee is eligible for leave if the employee:

- A. has been employed for at least 12 months; and
- B. has been employed for at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave.

10.13.2 Request for Leave: Employees must fill out the following applicable forms in connection with Family Medical Leave (FMLA) under this article. These forms enable the District to satisfy its recordkeeping obligations.

- A. "Request for Family or Medical Leave" to establish eligibility.
- B. Medical Certification - either for the employee's own serious health condition, or the serious health condition of a child, parent, spouse, or domestic partner.
- C. "Fitness for Duty to Return from Leave Certification" form.

10.13.3 Reasons for Leave:

- A. Leave is permitted for only the following reasons:
 - 1. The birth of a child or to care for a newborn of the employee.
 - 2. The placement of a child with the employee in connection with the adoption or foster care of a child.
 - 3. Leave to care for a child, parent, spouse, or domestic partner who has a serious health condition.
 - 4. Leave because of a serious health condition that makes the employee unable to perform the functions of their position.
 - 5. Leave for a qualifying exigency arising out of the fact that the employee's spouse, child, or parent is on covered active duty or called to active-duty status in the Armed Forces.
 - 6. Leave to care for a spouse, child, parent, or "next of kin" who is a covered servicemember of the Armed Forces who has a serious injury or illness incurred in the line of duty while on active military duty or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces.
- B. A "serious health condition" includes an illness, injury impairment, or physical or mental

condition that involves continuing treatment by a health care provider or in patient care in a hospital, hospice, or residential medical care facility.

C. "Continuing treatments" by a health care provider includes any one or more of the following:

1. A period of incapacity due to a serious health condition of more than three (3) full consecutive calendar days, and any subsequent treatment or period of incapacity relating to the same condition that also involves:

Treatments two (2) or more times within thirty (30) days of the first day of incapacity, unless extenuating circumstances exist, by a health care provider, by a nurse, or by a provider of health care services under orders of, or on referral by, a health care provider. The first in-person treatment must take place within seven (7) days of the first day of incapacity; or treatment by a healthcare provider on at least one occasion which must take place within seven (7) days of the first day of incapacity and results in a regiment of continuing treatment under the supervision of the health care provider.

2. Any period of incapacity due to pregnancy or for prenatal care.

3. Any period of incapacity or treatment for such incapacity due to a chronic serious health condition.

4. Any period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider.

5. Any period of absence to receive multiple treatments (including any recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider for either restoration surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity for more than three (3) consecutive calendar days in the absence of medical intervention or treatment.

D. "Health Care Provider" means

1. A doctor of medicine or osteopathy or physician's assistant who is authorized to practice medicine or surgery by the State of California;

2. Individuals duly licensed as a physician, surgeon, or osteopathic physician or surgeon in another state or jurisdiction, including another country, who directly treats or supervises treatment of a serious health condition.

3. Podiatrists, dentists, clinical psychologists, optometrists, and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist) authorized to practice in California and performing within the scope of their practice as defined under California State law.

4. Nurse practitioners and nurse-midwives who are authorized to practice under California State law and who are performing within the scope of their practice as defined under California State law.

5. Christian Science practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts.

6. Any health care provider from whom an employer or group health plan's benefits manager

will accept certification of the existence of a serious health condition to substantiate a claim for benefits.

- E. "Child" means a child under the age of 18 years of age, or 18 years of age or older who is incapable of self-care because of a mental or physical disability. An employee's child is one for whom the employee has actual day-to-day responsibility for care and includes a biological, adopted, foster, or step-child, or legal ward or a child of a person standing in loco parentis (in place of a parent).
- F. "Parent" means the biological parent of an employee or an individual who stands or stood in loco parentis (in place of a parent) to an employee when the employee was a child. This term does not include parents-in-law.
- G. "Spouse" means a husband or wife as defined or recognized under California State law for purposes of marriage.
- H. "Domestic Partner" means two adults who have chosen to share one another's lives in an intimate and committed relationship of mutual caring, and who have established a domestic partnership pursuant to California Family Code §297
- I. "Active Duty" means (1) in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Services in a foreign country; or (2) in the case of a member of the reserve component of the Armed Forces to a foreign country under a call or order to active duty under certain specified positions.
- J. "Covered Servicemember" means (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or (2) a veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces, including a member of the National Guard or Reserves, at any time during the period of five years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.
- K. "Next of Kin of a Covered Servicemember" means the nearest blood relative other than the covered service member's spouse, parent, son or daughter, in the following order of priority: Blood relatives who have been granted legal custody of the covered servicemember by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered servicemember has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under FMLA.

10.13.4 Amount of Leave: Eligible employees are entitled to a total of 12 workweeks of leave (or 26 weeks to care for a covered servicemember) during any 12-month period.

- A. An employee's entitlement to leave for the birth or placement of a child for adoption or foster care expires 12 months after the birth or placement. In addition, the basic minimum duration of such leave is two weeks. However, an employee is entitled to leave for one of these purposes (e.g., bonding with a newborn) for at least one day, but less than two weeks' duration on any two occasions during the 12-week period.
- B. If leave is requested to care for a child, parent, spouse, domestic partner, or the employee with a serious health condition, there is no minimum amount of leave that must be taken. However, the notice and medical certification provisions of this article must be complied

with.

- C. In any case in which the parents are both employed by the Allan Hancock Joint Community College District and are entitled to leave, the aggregate number of workweeks of leave to which both may be entitled will be limited to 12 workweeks during any 12-month period if leave is taken for the birth or placement for adoption or foster care of the employees' child (or 26 weeks to care for a covered servicemember). This limitation does not apply to any other type of leave under this policy.
- D. "12-month period" means the 12-month period measured forward from the date an employee's first leave begins.

10.13.5 Employee Benefits While on Leave

- A. Leave under this article is unpaid. While on leave, an employee will continue to be covered by the District's group health insurances which will include medical, dental, and income protection insurances in the same extent that coverage is provided while the employee is on the job. However, an employee will not continue to be covered under the District's non-health benefit plans which include TSA, life insurance, and other non-health benefit plans unless an employee makes the appropriate contributions for continued coverage. An employee may make the appropriate contributions for continued coverage under the preceding non-health benefit plans by payroll deductions or direct payments made to these plans. Employee contribution rates are subject to any change in rates that occurs while the employee is on leave.
- B. If an employee fails to return to work after their leave entitlement has been exhausted or expires, the District shall have the right to recover its share of health plan premiums for the entire leave period, unless the employee does not return because of the continuation, recurrence, or onset of serious health condition which would entitle the employee to leave, or because of circumstances beyond the employee's control. The District shall have the right to recover premiums through deduction from any sums due to the employee from the District (such as unpaid wages, vacation pay, etc.).

10.13.6 Use of Other Accrued Leaves While on Leave

- A. If an employee requests leave for any reason permitted under Section 10.13.2, they must exhaust all accrued leaves, except sick leave, in connection with the leave. The exhaustion of accrued leave will run concurrently with the leave.
- B. If an employee requests leave for their own serious health condition, in addition to exhausting accrued leave, the employee must also exhaust accrued sick leave. The exhaustion of accrued leave will run concurrently with the leave.

10.13.7 Certification and Intermittent Leave

- A. The District will require an employee who requests leave to provide written certification on a form provided by the District and completed by the health care provider of the individual requiring care. If the leave is requested because of the employee's own serious health condition, the certification must include a statement that the employee is unable to perform the essential function of their position. An employee need not, but may at the employee's option, identify the serious health condition involved.
- B. Employees who request leave to care for a covered servicemember who a child is, spouse, parent or "next of kin" of the employee must provide written certification from a health care provider regarding the injured service member's injury or illness.

- C. The first time an employee requests leave because of a qualifying exigency; the employee is required to provide the District with a copy of the covered military member's active duty orders or other documentation issued by the military that indicates that the covered military member is on active duty or called to active duty in a foreign country with the dates of active duty service. New active duty orders or similar documentation shall be provided to the District if the need for qualifying exigency leave arises out of a different active duty or call to active duty status of the same or a different covered military member.
- D. If the second opinion is different from the first, the District may require the opinion of a third provider jointly approved by the District and the employee. The opinion of the third provider will be binding.
- E. If an employee requests leave intermittently (a few days or hours at a time) or on a reduced leave schedule to care for an immediate family member with a serious health condition, the employee must provide medical certification that such leave is medically necessary. "Medically necessary" means there must be a medical need for the leave and that the leave can best be accomplished through an intermittent or reduced leave schedule.

10.13.8 Employee Notice of Leave: Although the District recognizes that emergencies arise which may require an employee to request immediate leave, an employee is required to give as much notice as possible of their need for leave. If leave is foreseeable, at least 30 calendar days' notice is required. In addition, if an employee knows that leave will be needed in the future, but does not know the exact date(s) e.g., for birth of a child or to take care of a newborn, the employee shall inform the supervisor as soon as possible that such leave will be needed. Such notice may be given verbally.

For foreseeable leave due to a qualifying exigency, an employee must provide notice of the need for leave as soon as practicable, regardless of how far in advance such leave is foreseeable.

10.13.9 Reinstatement upon Return from Leave

- A. Upon expiration of leave, an employee is entitled to be reinstated to the position of employment held when the leave commenced or to an equivalent or comparable position.
- B. As a condition of restoration of an employee whose leave was due to the employee's own serious health condition that made the member unable to perform their job, the employee shall obtain and present a fitness-for-duty certification on the form approved by the District from the health care provider that the employee is able to resume work. Failure to provide such certification will result in denial of restoration.

10.14 Catastrophic Leave Donation Program - Per Education Code 87045

10.14.1 Any bargaining unit member may donate earned sick leave to another district employee when that employee or a member of their family (employee's spouse, domestic partner,

parent, child(ren)), suffers from a catastrophic illness or injury, and the employee has exhausted all of their available paid leave.

10.14.2 Process to Receive Donation (Requestor)

10.14.2.1 An employee requesting to receive donated leave, hereafter referred to as requestor, must submit a request in writing to participate in the catastrophic leave program to the director of human resources. The director of human resources may require the requestor to provide verification to support the catastrophic leave request.

10.14.2.2 The director of human resources will determine whether the requestor meets the requirements for catastrophic leave and shall notify the requestor in writing as soon as reasonably possible as to whether the request is approved or denied. The notification shall include a timeline for implementation if the request is approved or an explanation if the request is denied. The decision shall be subject to periodic review.

10.14.2.3 Retroactive requests may be considered, and any sick leave accrued while on leave shall be used before donated leave.

10.14.3 Process for Donation (Donor)

10.14.3.1 The director of human resources will notify the Faculty Association President when any District employee qualifies for catastrophic leave donations. The Faculty Association will notify all bargaining unit members of the approved requestor's need for catastrophic leave donations. The director of human resources will establish, at least, a two-week time period for donations to be received that begins after notification of the request. This established time period will be conveyed to the Faculty Association President at the time of notification of the request.

10.14.3.2 An employee who would like to donate leave, hereafter referred to as donor, may submit a donation of earned sick leave in one day increments to an approved catastrophic leave requestor. Up to five (5) earned sick leave days may be donated per fiscal year per requestor.

10.14.3.3 Donors making catastrophic leave donations must have at least five (5) sick leave days remaining in their balance after the donation is deducted.

10.14.3.4 The District will track the order in which donations are offered and will utilize donor offers in the order they are received (first come, first used). Donations shall only be deducted from the donor if the leave is actually needed by the requestor and is then irrevocable. All unused donor offers will not be deducted from the donor.

10.15 Workload Exchange Leave

10.15.1 As set forth in this section, a full-time faculty member may arrange to be absent from a class or classes or service assignment where the class or classes or service assignment are covered by another district employed full-time-faculty member on an informal exchange basis.

10.15.2 A professional exchange may be allowed for either: conference attendance related to the performance of the initiating faculty member's instructional or service assignment; or personal business. In addition, a workload exchange may be allowed for an emergency or unforeseen situation that would result in the cancellation of a class (except for other leaves as provided for by this section).

- 10.15.3 A professional exchange does not affect the compensation of any of the participating faculty members.
- 10.15.4 The faculty members who participate in a professional exchange must possess the minimum qualifications for the subject area or subject areas that are exchanged. An exchange is permissible for faculty who do not possess the minimum qualifications if the exchange is strictly limited to proctoring an examination.
- 10.15.5 If the faculty member cannot find a full-time faculty member who meets the minimum qualifications, they shall seek prior approval from the appropriate supervisor to request the employment of a non-bargaining unit member who meets the minimum qualifications, if cancellation of the section(s) is deemed detrimental to students.

ARTICLE 11: HEALTH AND WELFARE

11.1 General Provisions

11.1.1 The District reserves the right to select a carrier to provide claims, administration, and services described in this article. The District shall consult with the Association when considering any changes in carrier and/or individual plans prior to implementation.

The Association will appoint three (3) representatives to the Allan Hancock College Staff Benefit Committee. Decisions of this committee are not considered binding on the Association.

11.1.2 The District in consultation with the Association shall determine the basis for establishing equivalency in considering individual carrier plans.

11.1.3 The health and welfare benefits which are expressly provided by this article are the sole health and welfare benefits which are part of this agreement and made available to employees.

11.1.4 Except when authorized under Article 10.8.3.1 or elsewhere in this Agreement, employees, serving less than full-time, shall have their district contribution prorated at the same ratio that their yearly employment bears to full-time yearly employment. Employees serving less than full time desiring coverage shall be required to complete a payroll deduction form for the difference between the district contribution and the total premium cost.

11.1.5 The District agrees to make available medical and dental insurance for each eligible employee, spouse, domestic partner, and dependent children, as well as vision, life, and income protection insurance for the employee only. Employees may secure more life insurance than the district contribution covers, subject to insurance company approval, by authorizing a salary deduction to cover the added premium cost.

11.1.6 Employees on an approved unpaid leave of absence of more than one pay period may continue to participate in the district health/medical, vision, and dental programs subject to the carrier's rules and regulations by remitting in advance the total remaining cost of such programs for the period of the unpaid leave.

11.2 Insurance Programs

11.2.1 Health/Medical Insurance

11.2.1.1 For each eligible employee and each verified dependent, the District will make a monthly contribution for medical insurance through SISC or another carrier selected by the District, effective October 1, 2004.

11.2.1.2 Except when authorized under Article 10.8.3.1 or elsewhere in this Agreement, employees working partial assignments shall receive a prorated district contribution based on the percentage of their assignment as provided in Section 11.1.4.

11.2.1.3 Health/medical insurance coverage for the employee is mandatory except that an employee who submits proof of duplicate coverage at a level equivalent to the district plan may be excused from the plan.

- 11.2.1.4 Cash-in-lieu: Unless otherwise prohibited by the policy carrier, the District shall provide 50 percent of the district contribution as cash-in-lieu to those employees who meet the criteria listed in 11.2.1.3 and opt out of the District's medical insurance plan. The contribution amount shall be based on single coverage for the lowest available employee plan.
- 11.2.1.5 The District is not obligated to pay any increase in premium cost after September 30, 2004. Any increase in cost shall be borne by the employee through automatic payroll deduction. Any such deduction shall be the difference between the new premium and the district contribution listed below. Prior to implementing payroll deductions, the District will meet with employee groups to consider possible alternatives, such as a different carrier, revisions to coverage, or changes in deductibles. Effective October 1, 2014, the District will pay \$340.00 per month for single coverage, \$673.00 per month for two-party coverage, and \$953.00 per month for family coverage.

11.2.2 Dental Insurance

- 11.2.2.1 For each eligible employee and verified dependent, the District will provide a monthly contribution for dental insurance through the district self-insurance dental plan.
- 11.2.2.2 Except when authorized under Article 10.8.3.1 or elsewhere in this Agreement, employees working partial assignments shall receive a prorated district contribution based on the percentage of their assignment as provided in Section 11.1.4.
- 11.2.2.3 Dental coverage for the employee is mandatory.
- 11.2.2.4 The District is not obligated to pay any increase in premium cost after June 30, 2004. Any increase in cost shall be borne by the employee through automatic payroll deduction. Any such deduction shall be the premium increase, if any, since July 1, 2003. Prior to implementing payroll deductions, the district will meet with employee groups to consider possible alternatives, such as a different carrier, revisions to coverage, or changes in deductibles. Effective October 1, 2014, the district will pay \$47.00 per month for single coverage; \$97.00 per month for two-party coverage, and \$139.00 per month for family coverage.

11.2.3 Life Insurance

- 11.2.3.1 The District shall provide each eligible employee a paid life insurance with a maximum benefit upon death of \$6,000 including accidental death and dismemberment and a paid decreasing term life insurance with accidental death and dismemberment.
- 11.2.3.2 Except when authorized under Article 10.8.3.1 or elsewhere in this Agreement, employees working partial assignments shall receive a prorated district contribution based on the percentage of their assignment as provided in Section 11.1.4.
- 11.2.3.3 District-provided life insurance coverage for the employee is mandatory.

11.2.4 Long-term Disability Insurance

11.2.4.1 The District shall provide each eligible employee of the district long-term disability insurance.

11.2.4.2 District-provided long-term disability insurance coverage for the employee is mandatory.

11.3 Medical Insurance for Retirees

11.3.1 Employees hired before July 1, 1993 shall be eligible for medical insurance coverage as provided for in Allan Hancock College Board Policy 7380 Retirement Benefit Policy. Board Policy 7380 is incorporated into and made a part of this Agreement.

11.3.2 For employees hired on or after July 1, 1993, but prior to July 1, 1997, the District will maintain coverage at the same dollar level as for active bargaining unit members for a retiree under the medical insurance plans upon STRS retirement as evidenced by the receipt of monthly retirement payments from the State Teachers' Retirement System provided the unit member is at least 55 years of age but less than 65 and has been a regular employee of the district for twenty (20) or more consecutive years of service. Upon reaching age 65, the employee shall no longer be eligible for district-paid medical benefits.

11.3.3 For employees hired on or after July 1, 1997 the District will maintain coverage at the same dollar level as for active employees for a retiree under the medical insurance plans upon STRS retirement as evidenced by the receipt of monthly retirement payments from the State Teachers' Retirement System provided the employee is at least 58 years of age but less than 67 or meeting federal Medicare eligibility, whichever comes first, and has been a regular employee of the district for twenty (20) or more consecutive years of service. Upon reaching age 67 or meeting federal Medicare eligibility, whichever comes first, the employee shall no longer be eligible for district-paid medical benefits.

11.3.4 For employees retiring after July 1, 2014, the District will contribute an amount equal to that paid toward the medical insurance premium for spousal or domestic partner coverage on the district medical insurance plan as provided to spouses/domestic partners of active full-time faculty employees per the following limitation:

Coverage for spouse/domestic partner is limited to one year for each year of marriage/domestic partner registration to the employee at time of employee's retirement to a maximum of 15 years, or spouse's/domestic partner's age 65 or meeting federal Medicare eligibility, whichever comes first.

Retirees may purchase spousal or domestic partner coverage when coverage is not

available under the terms of this subsection.

11.4 Parking Permit

The District shall provide each member of the bargaining unit with two (2) portable parking permits. The parking permits may be used with multiple vehicles for employee use only. The permits may be used in staff or general parking areas.

11.5 Indemnity

In accordance with provisions of Government Code sections 825 and 995, the District shall defend a bargaining unit member from any and all demands, claims, suits, actions and legal proceedings brought against the bargaining unit member in the bargaining unit member's individual capacity, or official capacity, as an agent and employee of the District, provided that the incident giving rise to any such demand, claim, suit, action, or legal proceeding arose while the bargaining unit member was acting within the scope of employment.

11.6 Facility Use by Employees

Employees shall have access to, and use of, the District's physical fitness lab, swimming pool and shower and locker room facilities without charge at times when the same are in use, as long as the employee's presence does not interfere with instruction or operations of the facility and as long as the employee is using the facility and equipment in a safe and sensible manner.

11.7 Vision Insurance: For each eligible employee, the District shall provide a monthly contribution for vision insurance through the District vision plan.

11.7.1 The District will pay a premium cost up to \$5.67 per month for single coverage. The District is not obligated to pay any increase in the premium cost. Any increase in cost shall be borne by the bargaining unit employee through payroll deduction.

11.7.2 Vision insurance for the bargaining unit employee is mandatory unless an employee submits proof of coverage elsewhere.

ARTICLE 12: **PERSONNEL RECORDS**

- 12.1 In compliance with Education Code Section 87031 and Labor Code 1198.5, the official personnel file for each employee shall be maintained in the District's office of human resources.
- 12.2 Materials in an employee's personnel file, except as noted below, shall be made available as soon as possible, but not more than five (5) business days, for inspection by the employee involved after reasonable notification to the office of human resources. Material which may be excluded from inspection shall be limited to ratings, reports, or records which
- 12.2.1 Were obtained prior to the employment of the employee involved.
- 12.2.2 Were prepared by examination committee members.
- 12.2.3 Were obtained in connection with an examination for promotion or any other materials excluded by federal or state law.

To ensure the confidentiality of all employee records, employees shall read and sign the "Request to Inspect Confidential Personnel Records" form provided by the office of human resources. Employees may receive without charge one copy of any document in the official personnel file which has not been supplied previously to the employee. The law requires the following procedures:

Personnel file review is supervised by a human resources staff member.

Removal, alteration, or change of documents are prohibited for documents contained in employee personnel files.

Addition of information to personnel files is possible only with approval of the director of human resources.

Other persons authorized by the employee to inspect the employee's personnel file may be permitted only when accompanied by the employee or with written permission of the employee. (The written permission statement must be attached to the request form and retained in the employee's personnel file).

- 12.3 Employees shall be provided with copies of any derogatory written material ten (10) business days before it is placed in the employee's official personnel file. The employee shall be asked to sign a copy of such material as proof that they received the material. An employee is entitled to respond to derogatory material within ten (10) business days. The written response shall be attached to the material.
- 12.4 All personnel files, including digital, shall only be housed in the office of human resources; kept in confidence, they shall be available for inspection only to other authorized employees of the District and the Board of Trustees when actually necessary in the proper administration of the District's affairs or the supervision of the employee. With the exception of those responsible for maintaining the official file, the District shall keep a log of the persons who have examined a personnel file or who have requested information contained in a personnel file as well as the date such examinations or requests were made. Such log and the employee's personnel file shall be available for examination by the employee or an

Association representative if authorized in writing by the employee. The log shall be maintained in the employee's personnel file.

12.5 Any materials placed in the personnel file shall contain the date on which such material was originated and the name of the person who originated the document. Any written materials placed in the personnel file shall indicate the date of such placement.

12.6 Worksite and Office Privacy

Bargaining unit members have a responsibility to provide instruction and services to students and as such, are required to maintain private and confidential information in accordance with Board Policy 3730 Privacy Protection.

No one may enter an individual faculty member's office, or search an individual faculty member's office, locker, or other assigned storage space except when the faculty member is present, or has provided consent.

Exceptions to the procedure for entry may be made for routine building maintenance, space planning, and building emergencies or for the retrieval of joint work or routine documents where the faculty member is not readily available to grant permission and there exists a strong presumption of their likely approval of the purpose of the entry.

Except in compelling circumstances, or under time dependent, critical operational circumstances, or emergency circumstances, such actions must be authorized in advance by the superintendent/president or the responsible associate superintendent/vice president. Authorization shall be limited to action no broader than necessary to resolve the situation.

Exceptions to the procedure may also be made when there exists a valid search warrant.

Appendix and form removed from the article.

ARTICLE 13: SABBATICAL LEAVE AND ACADEMIC RANK

13.1 Sabbatical Leave

13.1.1 Eligibility: Applicants for sabbatical leave must have rendered full-time service in the district for at least six (6) consecutive academic years, or the full-time equivalent of six years if hired for less than full-time service, immediately preceding the sabbatical leave. Not more than one such leave shall be granted in each six-year period or full-time equivalent.

However, if an employee requests and receives a leave without pay, credit for service prior to the leave may be counted toward the six consecutive academic years (with a limit of two (2) years counted prior to the leave), provided the employee returns and completes at least an additional four (4) years of full-time service immediately preceding the sabbatical leave. The year(s) of unpaid leave will not count toward the required six years of full-time service. The appropriate vice president will give the employee a written explanation, prior to the leave, of the effect of this article upon their sabbatical eligibility status.

The amount of potential service time remaining after the required service time as defined in Section 13.1.5 of this article shall not be used as a criterion for recommending a proposal.

13.1.2 Duration of Leave: A sabbatical leave may be granted for a period of not less than one (1) full semester nor more than one (1) full year in each six (6) consecutive year period of service. A semester leave shall fall within the semester dates indicated on the district calendar. A one-semester leave shall constitute a full sabbatical.

13.1.3 Number of Leaves: The District shall provide funding for three (3) approved sabbatical leaves per academic year. Funding for additional sabbatical leaves may be granted by the superintendent/president.

13.1.4 Compensation and Conditions:

- a. An employee on a one-semester sabbatical leave shall receive 100 percent of the salary which would have been received had the employee remained in active service. An employee on a one-year sabbatical leave shall receive 50 percent of the salary which would have been received had the employee remained in full service. There shall be no reduction in employee benefits during the term of an employee's sabbatical leave.
- b. Employees on sabbatical leave are not required to serve on District-wide committees. The employee on sabbatical leave may vote in department and District-wide elections and run for offices for which they are eligible.
- c. Employees on sabbatical leave shall be considered in work status and shall receive all benefits provided by the District in the same manner as if they were not on sabbatical leave.
- d. Employees on sabbatical leave shall be entitled to accrue sick leave, service credit, step advancement, and seniority credit.

The appropriate vice president shall determine the appropriate replacement for an employee granted a sabbatical leave.

Employees granted sabbatical leave shall not perform additional professional services for the district. During the sabbatical leave, an employee shall not be employed by any other employer unless the employee had been so employed in the semester immediately

preceding the sabbatical leave. An exception to this shall be made in the case of approved sabbatical-related employment. The total compensation an employee on leave could receive from both the district and from non-district approved sabbatical-related employment shall not exceed the amount of the contract salary the employee would receive on active duty in the district except where the employee can show extraordinary need such as higher cost of living.

The District will not furnish equipment or materials, pay travel costs, or provide additional compensation during the period of sabbatical leave. Exceptions shall be considered only upon the recommendation of the superintendent/president.

13.1.5 Return to Service: Every employee, as a condition to being granted a sabbatical leave pursuant to Education Code Section 87767, shall agree in writing to render a period of full-time service in the employ of the governing board of the district equal to twice the period of the leave.

13.1.6 Failure to Perform: Failure to complete the activities and objective(s) in the approved sabbatical proposal, or other requirements as set forth by Academic Senate and any applicable Board policies, shall result in reimbursement to the district of the total backfill/replacement costs during the period of the leave. In addition, there will be no advancement on the salary schedule for the time on leave.

13.2 Instructional and Service Improvement Leave: *refer to Article 18.16 (Load Balancing)*

13.3 Academic Ranks for Full-time Faculty

The District will award academic rank to recognize teaching excellence, professional achievement, and district service.

13.3.1 The awarding of academic rank shall not result in any change in the salary schedule or in the position which the faculty member occupies on the salary schedule.

13.3.2 Designations

- A. Professor: Full-time faculty who have been tenured for five (5) years shall have the rank of Professor.
- B. Associate Professor: Full-time faculty who have achieved tenure shall have the rank of Associate Professor.
- C. Assistant Professor: Full-time faculty hired in probationary status shall have the rank of Assistant Professor.

13.3.3 Designations for Service Faculty (Optional)

Service faculty may select to receive the following rank in lieu of the rank designation listed in 13.3.2

- A. Senior: Full-time service faculty who have been tenured for five (5) years shall have the rank of Senior preceding their title.
- B. Approved titles for service faculty include librarian, counselor, academic specialist, and health service faculty (nurse).

ARTICLE 14: COMPENSATION

14.1 Salaries

14.1.1 Effective Fall 2021, the Faculty Contract Salary Schedule, the Children's Center Faculty Salary Schedule, and all other Salary Schedules shall be adjusted in the following manner:

- During the 2021-22 fiscal year, an increase of 2% across salary schedules SS# 10, 11, 60, and 61. As well as an increase of 5% on SS# 17,18,19, and 20.
- During the 2022-23 fiscal year, an increase of 1.5% (includes a 0.5% medical insurance offset) across salary schedules SS# 10, 11, 60, and 61.
- During the 2023-24 fiscal year, an increase of 1.5% (includes a 0.5% medical insurance offset) across salary schedules SS# 10, 11, 60, and 61.

14.1.1.1 Effective July 1, 2021, employees who have reached the last step on the salary schedule shall receive a 1.5% longevity increase each year thereafter to a maximum of twelve (12) years.

14.1.2 Overload, Summer, Intercession, and Substitute Instructional Assignment Compensation

14.1.2.1 Pursuant to the terms in Articles 16 and 18, overload teaching assignments and teaching assignments during summer session, intersession, or as a substitute (prorated at the team-taught rate) shall be paid using the Overload and Extra Assignment Salary Schedules in the appendix by multiplying the number of hours for the assignment by the employee's hourly rate based on step, column, and assignment type.

As specified in Article 18, full-time load is defined as .970 FTE through 1.0FTE. An employee is considered to have an overload for pay if the load exceeds 1.0 FTE. If the employee has an overload, compensation shall be paid for the amount of load that exceeds 1.000 FTE.

14.1.3 Extra/Fewer Contract Days Compensation

This section applies when compensating employees for fewer or additional contract days within their primary assignment (see Article 16.1).

14.1.3.1 Salary levels are based on a yearly 175-day, full-time assignment. Employees serving less than full time, or fewer than 175 days, or more than full-time or more than 175 of their contract days, shall have their annual salary prorated at the same ratio that their yearly employment bears to full-time yearly employment by using the following formula:

Salary Schedule Rate divided by 175 = Daily Rate (for all contract days)

Daily Rate x Contract Days = Base Annual Salary

Base Annual Salary + Longevity = Compensation

14.1.3.2 Base Annual Salary is defined as the employee's placement on the appropriate Salary Schedule (in the appendix) which specifies the salary for 175-day annual contracts.

14.1.3.3 Subsections 14.1.3.1 and 14.1.3.2 do not apply to employees working partial days including but not limited to overload, extra assignment, or summer/intersession.

14.1.4 Payroll Notices

The District shall provide each employee with clearly understandable monthly pay notices for each pay period. The notices shall list the pay rate for each assignment, the total compensation received for each assignment, the total gross compensation and itemize all deductions.

Unless otherwise requested by the employee, the payroll notice shall be provided to the employee no later than 30 calendar days from the time of the pay distribution.

14.1.5 Reduced Load Compensation

14.1.5.1 Employees approved for a reduced load as defined in Article 18 of this agreement, shall have their compensation prorated based on the percentage of load relative to the daily rate of a full-time load per Article 14.1.3.

14.2 Salary Schedules:

Employees shall be paid in accordance with the salary schedules applicable to their assignment available in the appendix and online. The following salary schedules shall apply to the designated groups of employees.

14.2.1 Faculty Contract Salary Schedule: All regular, contract, and full-time temporary instructional and service faculty employees shall be paid in accordance with the provisions of one or more of the following salary schedules:

- a) Faculty Contract Salary Schedule (SS#10)
- b) Faculty Contract Salary Schedule 40 Hour Work Week (SS#11)
- c) Overload Salary Schedule
- d) Lecture (SS#17)
- e) Lab I (SS#18)
- f) Lab II (SS#19)
- g) Lab III/Activity (SS#20)

14.2.2 Children's Center Faculty Salary Schedule: All regular, contract, faculty employees responsible for the care and teaching of pre-school children shall be paid in accordance with the provisions of one or more of the following salary schedules.

- a) Children's Center Salary Schedule (SS#60)
- b) Children's Center Salary Schedule 40 Hour Work Week (SS#61)
- c) Overload Salary Schedule
- d) Lecture (SS#17)
- e) Lab I (SS#18)

- f) Lab II (SS#19)
- g) Lab III/Activity (SS#20)

14.3 Initial Salary Placement on Salary Schedules

14.3.1 It shall be the responsibility of the faculty member at the time of initial date of hire by the college to present an official and complete transcript of all units successfully completed. It shall also be the responsibility of the faculty member at the time of the initial date of hire to present verification of experience if appropriate and required. Salary schedule placements shall be based upon degrees, semester units, and/or experience presented at that time and shall be final. All documents are subject to approval by the District.

The faculty member will be notified by the office of human resources of their initial salary placements. If all appropriate documentation for salary placements has been submitted and the faculty member believes their initial salary placements are in error, it is the faculty member's responsibility to notify the office of human resources within fourteen (14) calendar days of notification to request a reevaluation of salary placements. Failure to notify shall cause salary placements to be final for the entire semester or summer session of service.

Quarter units are multiplied by 2/3 to determine semester unit equivalent.

Semester units credited for salary placements must be with a grade of "C" or better or pass/credit.

14.3.2 Initial Column Placement (Faculty Contract Salary Schedules 10 and 11)

Column I (a) An appropriate and valid California community college life credential.

Column II (a) Master's degree from an accredited institution.

(b) Bachelor's degree plus 30 semester units after issuance of bachelor's degree from an accredited institution PLUS an appropriate certification to practice or licensure if available OR an appropriate and valid California community college life credential.

(c) Associate degree from an accredited institution plus 6 years professional experience and appropriate certification to practice or licensure if available.

Column III (a) Master's degree plus 18 semester units after issuance of master's degree from an accredited institution.

(b) Bachelor's degree plus 60 semester units after issuance of bachelor's degree from an accredited institution PLUS 2 years professional experience and appropriate certification to practice or licensure if available OR an appropriate and valid California community college life credential.

Column IV (a) Master's degree plus 36 semester units after issuance of master's degree from an accredited institution.

(b) Bachelor's degree plus 90 semester units after issuance of bachelor's degree from an accredited institution PLUS 2 years professional

experience and appropriate certification to practice or licensure if available
OR an appropriate and valid California community college life credential.

Column V (a) Doctoral degree from an accredited institution.

14.3.3 Initial Column Placement (Children's Center Faculty Salary Schedules 60 and 61)

Column I (a) A provisional instructional permit.

(b) A regular children's center permit but with less than a bachelor's degree.

Column II (a) Bachelor's degree.

(b) Instructional permit issued on a postponement of requirements.

Column III (a) Bachelor's degree and regular instructional permit issued for children's center.

14.3.4 Initial Column Placement (Overload/Extra Assignment Salary Schedules 17, 18, 19, 20)

Column I (a) An appropriate and valid California community college life credential and who cannot qualify at a higher column level.

Column II (a) Associate degree from an accredited institution and 6 years professional experience and appropriate certification to practice or licensure if available.

(b) Associate degree or high school diploma plus 30 semester units from an accredited institution of higher education and appropriate and valid California community college life credential in a specific vocational subject matter.

Column III (a) Bachelor's degree from an accredited institution and 2 years professional experience and appropriate certification to practice or licensure if available.

(b) Bachelor's degree from an accredited institution and appropriate and valid California community college life credential in a specific vocational subject matter.

Column IV (a) Master's degree from an accredited institution.

(b) Bachelor's degree plus 30 semester units after issuance of bachelor's degree from an accredited institution plus 2 years professional experience and appropriate certification to practice or licensure if available OR an appropriate and valid California community college life credential in a specific vocational subject matter.

Column V (a) Master's degree plus 18 semester units after issuance of master's degree from an accredited institution.

(b) Bachelor's degree plus 60 semester units after issuance of bachelor's degree from an accredited institution plus 2 years professional experience and appropriate certification to practice or licensure if available OR an appropriate and valid California community college life credential in a specific vocational subject matter.

Column VI (a) Master's degree plus 36 semester units after issuance of master's degree from an accredited institution.

(b) Bachelor's degree plus 90 semester units after issuance of bachelor's degree from an accredited institution plus 2 years professional experience and appropriate certification to practice or licensure if available OR an appropriate and valid California community college life credential in a specific vocational subject matter.

Column VII (a) Doctoral degree from an accredited institution.

14.3.5 Initial Step Placement on Faculty Contract Salary Schedules (10, 11, 60, 61)

Step placement shall be based on faculty experience at an accredited education institution or applicable work experience directly related to the primary assignment at the time of initial date of hire. Such experience shall not exceed seven years; therefore, the highest placement on the salary schedule shall ordinarily be step 5. However, consideration of initial placement at step 6 will be given to a candidate who has received tenure at another accredited college or university.

14.3.5.1 Occupational experience directly related to the employee's primary assignment in the district will be accredited as follows: for each two (2) years of previous full-time related occupational experience, one (1) step advancement will be granted. The experience must be beyond the occupational experience needed to satisfy minimum qualification requirements.

14.3.5.2 Employees hired as a contract regular employee shall receive one step advancement for each year of full-time experience related to the primary assignment.

14.3.5.3 Employees with no previous experience will be placed at step 1.

14.3.5.4 Exclusions: Credit for previous experience for placement purposes shall not be granted for the following:

- a) Experience as a teaching, counseling, or laboratory assistant
- b) Work experience necessary to meet minimum qualifications

14.3.6 All new faculty are placed on step 1 of the Overload/Extra Assignment Salary Schedules (SS 17, 18, 19, 20).

14.4 Step Advancement, Salary Schedules

14.4.1 Bargaining unit members, on Faculty Contract Salary Schedules (10, 11, 60, 61), shall receive one step advancement within the appropriate column upon satisfactory completion, the preceding year, of two full-time semesters of required service including days of paid leave until step 21 has been reached. Thereafter, employees shall receive longevity increases for ten years.

14.4.2 Bargaining unit members on Overload/Extra Assignment Salary Schedules (17, 18, 19, 20) shall receive one step advancement on the Overload Salary Schedules upon satisfactory completion of three years of required service including days of paid leave.

14.5 Column Advancement, Salary Schedules

- 14.5.1 Employees who take course work related to their primary assignment from an accredited college or university at the upper division or graduate level will be advanced into the appropriate column without prior district approval. The request for advancement should be submitted directly to the office of human resources.
- 14.5.2 All course work taken by employees for advancement into the appropriate column which is lower division or outside of the employee's primary assignment must be approved in writing in advance of enrollment by the associate superintendent/vice president, academic affairs, or the associate superintendent/vice president, student services. It must be demonstrated that a lower-level course or course work outside of the employee's authorized primary assignment will significantly contribute to the improvement of the quality of instruction or service.
- 14.5.3 Any course work under staff development/flex day activities does not count toward column advancement.
- 14.5.4 In all instances, it is assumed that courses offered for advancement are part of a program calculated to improve the effectiveness of the employee.
- 14.5.5 It is the responsibility of the employee to notify the director, human resources, in writing when they have met requirements to move to a higher pay column. Verification, official transcripts, and, when appropriate, written authorization from the appropriate vice president must be submitted prior to the beginning of the semester in which the change is requested.

14.6 Stipends-Regular

14.6.1 Left blank intentionally.

14.6.2 Class Size Stipend

Minimum of 55 maximum of 89 students \$600 per unit of credit provided as a stipend or applied to the cost of a reader.

Minimum of 90 maximum of 119 students \$850 per unit of credit provided as a stipend or applied to the cost of a reader.

Minimum of 120 maximum of 130 students \$1000 per unit of credit provided as a stipend or applied to the cost of a reader.

14.7 Stipends Short-Term

14.7.1 The District may establish an annual general fund stipend budget in addition to categorical funds. Short-term stipends may be offered to employees for individual projects and/or assignments, which are not part of the regular assignment for the employee, under the following conditions:

The work does not interfere with the bargaining unit member's ability to complete their normal contractual assignments.

The supervising administrator and faculty member agree on the total time to complete the task and the work to be performed.

The Short-Term Stipend Agreement form must be completed and signed by all parties prior to any work being performed. The form shall indicate the total time required to complete the work as well as the total pay.

Regardless of funding source, the hourly rate of pay for work on stipends shall be \$60 per hour.

14.7.2 Short-term stipend assignments are voluntary and may be rejected by employees. If employees agree to the short-term assignment and stipend, they are obligated to the terms and conditions of the assignment as listed on the Short-Term Stipend Agreement form.

14.7.3 Either the District or the employee may withdraw from the assignment with 30-days advance notice (pay period). Any work completed or incomplete at the time of withdraw shall be the property of the District. The employee shall be entitled to any payment for the period of time completed.

**ARTICLE 15: FACULTY SERVICE AREAS, DISCIPLINES, AND
REDUCTION IN FORCE**

Definitions:

Date of Hire: Effective date hired in a position recognized by Article 2 of this agreement, as approved by the Board of Trustees and published in the applicable board meeting agenda item. Employees hired with the same effective date shall participate in a single drawing to determine the order of employment.

Employment Status: Full-time probationary (tenure track), regular (tenured), temporary full time.

Faculty Service Area (FSA): Faculty Service Areas are only established to serve as the basis for making decisions in the event of a layoff or reduction in force (RIF) pursuant to Ed Code Section 87743.2.

15.1 Left blank intentionally.

15.2 Faculty Service Areas:

15.2.1 In accordance with Education Code Section 87743.2, every employee shall be assigned to one of the following Faculty Service Areas (FSA) based on employment status.

15.2.1.1 Full-time Faculty Service Area shall include full-time probationary (tenure track) and regular (tenured) instructional and service faculty as defined in Article 16 of this agreement.

15.2.1.2 Temporary Faculty Service Area shall include temporary full-time faculty as defined in Article 2 of this agreement.

15.2.2 Faculty Service Area Order of Employment List:

15.2.2.1 Pursuant to Education Code 87413 et seq, the District shall maintain an order of employment list within each Faculty Service Area and shall provide a copy of the list to the Faculty Association upon request. The list shall include employees' names, the date of hire, and order of employment for each employee.

15.3 Left blank intentionally.

15.4 Reductions in Force (RIF):

Whenever the Board of Trustees determines that a reduction in the faculty may be required, such reduction shall be in accordance with Education Code Section 87743, et seq. of the Education Code including seniority definitions in the Education Code Section 87413, et seq.

- 15.4.1 At least thirty (30) calendar days prior to any reduction in force action, the District shall provide the Faculty Association the opportunity to propose alternative methods of savings to avoid layoffs.
- 15.4.2 Employees in layoff status are eligible for the rights of terminated employees as set forth in Education Code Sections 87740, et seq.
- 15.4.3 When there is declining enrollment or shifting enrollment patterns, or when the District imposes a Reduction in Force action, the following retraining options, to meet identified District needs, shall be made available to employees, in addition to any rights or provisions listed in California law or as specified elsewhere in this Agreement:
 - 15.4.3.1 Sabbatical leave as described in Article 13.
 - 15.4.3.2 Leave of absence as described in Article 10.
 - 15.4.3.3 Reduced workload as described in Article 10.

ARTICLE 16: PRIMARY ASSIGNMENT, CONTRACT YEAR, AND SCHEDULING

16.1 Definitions

"Supervisor," unless otherwise specified in this Agreement, is the District's administrator assigned to supervise the bargaining unit member (faculty coordinators and department chairs are not administrators).

"Vice President," unless otherwise specified in this Agreement, is the Vice President who oversees the bargaining unit member.

"Contract Year" is the number of days in the employee's contract year.

"Primary Assignment" is the assignment for which an employee is hired, transferred to and classified within and which makes up the employee's regular full-time load. There are three primary assignment areas: instructional faculty, service faculty, and Children's Center faculty.

"Overload" is a voluntary assignment within the employee's primary assignment or discipline, in addition to the employee's regular full-time load.

"Fiscal Year" is from July 1 through June 30.

"Academic Year" shall consist of the fall and spring semesters beginning with two (2) professional development days on the Thursday and Friday immediately prior to the first day of instruction for each semester.

"Client" is a broad spectrum of persons who use the professional services of a bargaining unit member.

"Holidays" are those days recognized by the District and identified for college closure. Holidays will count as contract days for employees scheduled to work during the week in which the holiday(s) occurs.

"Instruction" is providing credit or noncredit lecture and/or lab student-based instruction in the classroom, lab setting, field site, distance learning, or any combination of the aforementioned.

"Load" see Article 18 definitions.

"Non-instructional Assignment" is a voluntary assignment that carries administrative responsibility for oversight of programs or activities. Examples of non-instructional assignments are faculty coordinators, directors, and department chairs and others with similar duties.

"Preparation Time" is unscheduled time spent preparing for or as part of an assignment. Preparation includes planning, grading, organizing, exam development, scoring, gathering course information and materials, developing handouts, developing student or client evaluations and plans, preparation of the learning environment, preparing for student activities, reviewing and evaluating of student or client work and records, engaging with professional contacts, and communicating with community colleagues such as high school counselors, instructors, administrators, social service agency representatives, and college and university colleagues.

"College Service" refers to unscheduled time participating in professional activities and services such as program development and annual reviews, professional development activities, committee assignments, the accreditation process, curriculum development, student advisement (instructional faculty), District-related meetings, peer evaluation review, part-time faculty evaluations, registration

activities, outreach activities including promoting college programs and activities, when not part of the primary assignment, consulting with colleagues, and/or other activities determined by the bargaining unit member.

“Instructional Faculty” are bargaining unit members with a primary assignment consisting of instruction.

“Service faculty” are bargaining unit members with primary assignments serving students and clients. Service faculty includes counselors, librarians, health service faculty, and academic specialists.

“Service area” refers to a specific unit of the service faculty designed to serve a specific student population. May be site-specific. Examples include but are not limited to General Counseling, UTC, LAP, Noncredit, Career Center, EOPS, LVC counseling, Veterans Center, MESA/STEM, library, health, ARC, articulation.

“Children’s Center Faculty” are bargaining unit members with a primary assignment consisting of teaching children in the children’s center and who are paid on the Children’s Center Salary Schedules (SS#60 and 61).

“Office Hour” for instructional faculty is time, scheduled by the faculty member, dedicated to being available for student contact and communication. For Children’s Center faculty it is time, scheduled by the faculty member, dedicated to being available for parent contact, meeting with colleagues and community partners, and email communications.

“Travel” as used in this article means travel required and/or approved by the District as a condition of an employee’s assignment or conditions of employment. It includes travel between centers, travel to off-site locations for workshops, conferences, outreach, field trips, and other approved activities. It does not include commute travel between an employee’s residence and District worksite.

“Extra Contract Day” is a day in addition to an employee’s contracted assignment year and is directly related to the employee’s primary assignment.

“Reduced Load” is a reduction in workweek hours or daily hours.

“Reduced Contract Year” is a reduction in workdays within the assignment year.

“Workday” is between the hours of 8:00 A.M. and 6:00 P.M.

“Workweek” is Monday through Friday.

“Seniority” is established by the effective date approved in the discipline in a position recognized by Article 2 of this agreement. Employees approved with the same effective date shall participate in a single drawing to determine the order of seniority.

“Service Hour” is scheduled time spent by service faculty interacting with students.

16.2 Primary Assignment, Scheduling, and Discipline

16.2.1 The Vice President shall determine the primary assignment of the bargaining unit member, including discipline and service area.

16.2.1.1 Primary Assignment: Upon date of hire, the District shall provide the employee with a letter informing the employee that their employment is subject to the terms of the Faculty Association collective bargaining agreement. The District shall assign employees based on

their qualifications and District need. The letter shall include the following:

1. Effective date of hire; and
2. One or more disciplines from the Disciplines List except for faculty placed on Salary Schedule 60 (SS#60); and,
3. A primary assignment as defined in this article and service area as appropriate; and
4. The appropriate faculty service area (FSA) per Article 15 for their assignment(s); and
5. An employment status of either probationary (tenure track), regular (tenured) or temporary full time; and
6. Initial salary schedule placement and overload schedule placement.

16.2.1.2 An employee who disagrees with the assignment letter information may contact the office of human resources within 30 calendar days following receipt of the letter. If the disagreement continues, a grievance may be filed according to provisions in Article 6 of this agreement.

16.2.1.3 The office of human resources shall record in the employee's personnel file a copy of the Assignment Letter.

16.2.2 Scheduling:

a. Instructional Faculty: Once the District establishes the schedule of offerings with input from the discipline faculty, the faculty member, with input from their supervisor, shall select the employee's regular load and overload semester obligations(s) from the schedule of district offerings. The employee's load obligations(s) may include working remotely as well as face to face at the Santa Maria Campus and off-campus centers or sites. The schedule of district offerings may include day, evening, remote, and weekend offerings per District need.

b. Service Faculty: The Allan Hancock College Service Faculty Schedule Development Process shall be:

1. Administration, Department Chair, and discipline faculty shall work collaboratively to establish a service schedule for each service area that determines days and hours services will be available for students and indicates the service faculty coverage needs based on that schedule (number of faculty and type of service hours needed in one to two-hour blocks on each day Monday through Friday). The schedule of district offerings may include day, evening, remote, and weekend offerings per District need.

2. Service faculty, by seniority, shall establish their regular load (1.0) by choosing their service hours from the established service schedule within their service area in compliance with the workweek obligation per Article 16.4.3 to fulfill established needs.

3. Once all fulltime service faculty have completed scheduling their regular loads within their designated service area, unmet needs shall be met by offering fulltime faculty overload by seniority within the discipline. Intersession service hours are chosen by seniority within the discipline.

4. Instructional overload shall be offered to fulltime service faculty by seniority within the discipline and shall not conflict with the employee's regular load (service hours). Intersession instructional opportunities are offered by seniority within the discipline.

5. After steps 1-4 are completed, if additional service needs are identified, those hours shall be offered first to fulltime faculty by seniority for regular load and overload.

6. Steps 1-4 shall occur by April 30 for summer and fall terms, and by October 31 for winter and spring terms.

- 16.2.2.1 Bargaining unit members shall be given first consideration of scheduled offerings. If two (2) or more bargaining unit members desire the same scheduled offerings, the bargaining unit member with the most seniority within the discipline as a fulltime faculty member in the District will be given priority.
- 16.2.2.2 Duties on Saturday and/or Sunday will be by voluntary agreement of the employee unless the District determines that such a schedule is necessary to achieve 1.0 FTL.
- 16.2.2.3 If the faculty member disagrees with the proposed schedule, the faculty member may discuss the issue with the Vice President. The Vice President's decision shall be final, providing their decision is not arbitrary or capricious and takes into consideration the schedule of the faculty member as well as the needs of students and the District.

16.2.3 Discipline Designation

- 16.2.3.1 Discipline designation shall be determined by the District utilizing the Allan Hancock College Disciplines List of minimum qualifications developed and maintained by the Allan Hancock College Academic Senate.
- 16.2.3.2 Upon the effective date of hire, employees shall be assigned to one or more disciplines based on minimum qualifications or equivalency in the discipline(s) in which they are assigned with the exception of faculty paid on Salary Schedule 60 and 61 (SS#60 and SS#61). Assigned disciplines will be reviewed and approved by the appropriate Vice President and placed in the employee's personnel file.
- 16.2.3.3 An employee may request to add disciplines for which the employee is qualified. The request to add a discipline shall be made in writing to the employee's appropriate Vice President. The request shall include supporting rationale and documentation to indicate the employee meets the minimum qualifications or equivalent and demonstrates District need. A separate effective date of hire would be established for this additional discipline based on the date of the Vice President's verification memo.

16.3 Regular Contract Year

The regular contract year consists of one hundred seventy-five (175) days:

- A. The equivalent of one hundred sixty-nine (169) days of instruction or service; plus
- B. Six (6) days' worth (36 hours) of professional development activities, consisting of:
 - 1. Two (2) all staff days (on the Thursday or Friday immediately prior to the first day of instruction for each semester) at six hours each; plus
 - 2. Two (2) days of District-designated activities (on the Thursday or Friday immediately prior to the first day of instruction for each semester) at six (6) hours each which may include curriculum development, student learning outcomes development, program development, departmental meetings, special projects including grants or partnerships, health and/or safety related trainings, or any other regular faculty obligation to the District; plus
 - 3. Twelve (12) hours of professional development activities, selected by the employee may be conducted at any time during the fiscal year. During the first year of employment, this responsibility shall include District provided orientation sessions.
 - 4. When faculty are on a reduced load, sabbatical, or other leave status their professional development responsibility will be prorated accordingly.

5. By the end of the third (3rd) week of the fall semester, bargaining unit members will submit a tentative professional development plan to their supervisor. Changes can be made at any time during the academic year and a final validation of completed activities shall be submitted to the supervisor's office no later than the fourteenth (14th) week of the spring semester.
6. Activities completed between the end of the spring semester and June 30th can be counted to the prior year's professional development plan. Activities completed between July 1st and the beginning of the fall semester will be counted in the next year's plan.
7. College Service over and above the required hours per week as provided in Articles 16 and 18 may be used towards the professional development obligation.

16.3.1 An annual contract of 175 days shall be equivalent to 10 months or, 35 weeks; an annual contract of 198 days shall be equivalent to 11 months or, 40 weeks; and an annual contract of 220 days shall be equivalent to 12 months or, 44 weeks.

16.3.2 Left Blank Intentionally

16.3.3 Instructional, Service, and Children's Center Faculty

For 175 day, 10 month faculty, the annual contract year shall be from the beginning of professional development days in the fall through commencement in the spring.

For 198 day, 11 month faculty, the annual contract year may specify which month shall be a non-contract unpaid month, or the 198 days may be spread over a 12 month period (11 over 12).

For 220 day, 12 month faculty, the annual contract year shall be from July 1 through June 30.

During the annual contract year, employees shall consider employment with Allan Hancock College to be primary.

16.3.4 Left blank intentionally

16.3.5 Reduced Contract Year/Workload (see also Article 10 and 11) An employee may request to be approved to work fewer days than the equivalent of a 175-day contract, or fewer hours in a workday, or fewer days in a workweek. The employee shall submit the request in writing to their immediate supervisor. The request shall include a detailed summary of the proposed work schedule along with an impact statement of how the reduction will affect operations and recommendations to address affected operations.

16.4 Workweek

The District professional service workweek shall be thirty-seven (37) hours.

16.4.1 Instructional Faculty: The workweek for instructional faculty shall be thirty-seven (37) hours which will include thirty (30) hours for primary assignment activities (instruction and preparation time), five (5) hours per week for designated office hours and two (2) hours for professional activities/college service.

16.4.2 Children's Center Faculty: The workweek for Children's Center faculty shall be thirty-seven (37) hours which will include thirty (30) hours for primary assignment activities, five (5) hours for designated office hours, and two (2) hours of college service. Professional activity/college service is encouraged and must be preapproved by the supervisor.

16.4.3 Service Faculty: The workweek for service faculty shall be thirty-seven (37) hours which will include thirty (30) hours for primary assignment activities (25 service hours and 10 hours of preparation time) and two (2) hours of professional activities and/or college service. Upon mutual Agreement, service faculty may work a 9 hour/15minute (9.25) workday in a four-day

workweek. For those faculty who select to work a four-day workweek, the week shall count as five days toward the annual obligation.

16.4.4 Other non-instructional assignments shall be based on six (6.0) hours per week for each twenty percent (20%) of a full-time teaching load. The non-instructional load value is $1/30 = .03333$.

16.4.5 Employees are expected to be reasonably available for District communications and business throughout the workweek during workday hours on contract days.

16.4.6 Forty-hour Workweek Option: The District in its discretion, may offer an employee a forty (40) hour workweek in order to increase their college service hours from two (2) hours weekly to five (5) hours weekly or to reduce an employee's reassigned time by .10 FTEL. Employees on the forty (40) hour workweek schedule shall be paid using the approved prorated forty (40) hour workweek salary schedule at the employee's regular column and step placement. See appendix for list of current 40-hour positions.

16.4.7 Whenever the workweek is less than 37 hours, the responsibilities outlined in Article 16.4 shall be prorated accordingly.

16.5 Office Hours

Instructional faculty shall hold five (5) office hours per week, as regularly scheduled office hours as defined in this Article. Instructional faculty shall post their schedule of office hours on the syllabus and on or adjacent to their office doors by the end of the first week of classes. Office hours may be conducted in the manner the employee deems most appropriate.

16.5.1 When the instructional faculty member is unable to hold a regularly scheduled office hour because of an emergency or other unforeseeable circumstance(s), the instructional faculty member shall notify the department secretary, or department chair, or supervisor of the change of the office hour prior to or on that day. To the extent possible, instructional faculty members should arrange to have affected students notified.

16.5.2 When an office hour is to be changed for the remainder of the semester or term, it must be reported to the supervisor. If the change is approved, the instructor shall revise the posted schedule of office hours and inform the affected students of the new office hour schedule.

16.5.3 Instructional faculty with a reduced load or on reassigned time shall hold office hours proportionate to their instructional load (for example: .20 FTL equals one office hour).

16.5.4 Intersession Office Hours

Bargaining unit members may apply for office hour pay at a rate of \$50.00 per hour. The District will designate up to a total of \$5,000.00 per intersession to support office hours for eligible unit members. Intersession office hours will be subject to pre-approval by the supervisor and available funding. Unit members approved for intersession office hours shall publish regularly scheduled office hours in all course syllabi as well as in the designated area for posting office hour information (as described in (Section 16.5) by the end of the first week of instruction.

16.5.5 Final Exam Period Office Hours

During the final examination period, instructors shall hold at least three (3) office hours at times that best serve student needs.

16.6 Program and Annual Review

16.6.1 Program and annual review are recognized as professional activities. It is also recognized that comprehensive program review carries additional workload for which the employee(s) assigned responsibility for such reviews should be compensated per Article 18.14.4. The supervisor shall offer program and annual review responsibilities (annual review is not compensated). While only one employee shall assume primary responsibility for a review, other employees within the discipline or department may be asked to assist.

- 16.6.2 The supervisor will be responsible for notifying departments of upcoming program and annual reviews according to the timelines and processes mutually agreed upon between the District and the Academic Senate. The review shall be completed in accordance with the currently established District guidelines and procedures unless mutually agreed upon deviations are approved by the District administration and the employee during the course of the review and in advance of final submission. The employee who accepts the responsibility for review responsibility shall have primary responsibility for authoring the self-study, which should reflect all opinions of the discipline faculty.
- 16.6.3 The employee accepting responsibility for a review and all employees of the discipline and the department chair will sign the final report indicating that they have reviewed the final report. If there is disagreement with the final report, the dissenting employee(s) may submit a minority report that becomes a permanent part of the final report.
- 16.6.4 The employee accepting responsibility for the review shall be compensated as described in Article 18.14.4. When more than one (1) faculty member is involved in a program review, the compensation shall be divided proportionate to the workload.

16.7 Overload, Intersession, Substitute, Extra Contract Days Duties

- 16.7.1 Overload, intersession, substitute, and extra duty-day duties are not part of the employee's regular contract.
- a. Overload, intersession, and substitute duties shall be compensated at the overload rate per Article 14 of this Agreement. Overload for service hours shall be paid on the Overload and Extra Assignment Salary Schedule SS#20.
 - b. Extra contract days shall be compensated at the prorated daily rate per Article 14 of this Agreement.
- 16.7.2 Bargaining unit members shall be given first consideration in filling overload duties, intersession duties, substitute duties and extra contract day duties.
- 16.7.3 If two (2) or more employees request the same scheduled offering, then the employee with most seniority within the discipline as a full-time faculty member shall be given priority.
- 16.7.4 Bargaining unit members who receive a needs improvement or unsatisfactory evaluation may teach overload or intersession only with the approval of supervisor.

16.8 Academic Calendar

The academic calendar will not be a negotiable item each year providing that a faculty bargaining unit member co-chairs the District's Calendar Committee. The Association shall appoint one (1) additional member and the academic senate shall appoint one (1) member to the calendar committee.

16.9 Advisory Mentoring

Faculty who agree to act as advisor mentors under the faculty internship program per California Education Code Section 87487 and California Title 5, Section 53500-53502, will be paid for an extra assignment at the Lab II rate using the Overload and Extra Assignment Salary Schedule for each semester the faculty member acts as an advisor mentor for each classroom faculty intern. The intern is paid using the part-time faculty salary schedule.

- 16.9.1 The supervisor, with input from the department chair, will approve the load of the advisor mentor.
- 16.9.2 The advisor mentor shall not take the place of the department chair with regard to orientation and evaluation of part-time faculty. It is the department chair's responsibility to evaluate and to provide orientation on college procedures to all part-time faculty, including faculty interns.
- 16.9.3 The duties of the advisor mentor shall be as follows:

- A. Conduct a minimum of four (4) scheduled meetings with the faculty intern each semester. The topics to cover shall include, but not be limited to, curriculum planning, teaching strategies and methodologies, assessment of student work, and review of course materials.
- B. Conduct a minimum of three (3) one-hour classroom visitations with a faculty intern each semester.
- C. The advisor mentor shall prepare written documentation to include dates and topics of meetings, dates and summaries of classroom visits, and discussion summaries.
- D. The advisor mentor shall not teach a class at the same time as the mentee and shall be available on campus.

16.9.4 The extra assignment salary shall be determined as follows:

- A. The faculty member's advisor mentor extra assignment salary when working with a first semester faculty intern will be determined by the bargaining unit employee's appropriate pay rate on the Overload and Extra Assignment Salary Schedule (in the appendix) to equal .056 FTE.
- B. The faculty member's advisor mentor extra assignment salary when working with a second-semester faculty intern will be determined by the bargaining unit employee's appropriate pay rate on the Overload and Extra Assignment Salary Schedule (in the appendix) to equal .040 FTE.

16.9.5 Section 16.9 of the Agreement shall be effective as long as Board Policy 7501 "Faculty Internship" or its successor remains in effect. (See California Education Code Section 87487 and California Title 5, Sections 53500-53502.)

16.10 Travel

The District may require employees to travel as a condition of employment per this Article. In such cases the following will apply:

- 16.10.1 The employee shall notify their supervisor of the travel. The supervisor shall determine whether District vehicle, rental vehicle or personal vehicle shall be used.
- 16.10.2 Employees required to use their own vehicle shall be paid mileage per District policy.
- 16.10.3 If an employee is involved in a traffic collision during District travel using a personal vehicle, the employee's personal insurance shall cover the costs of damages to the extent allowable under that insurance policy. The District or its insurance carrier shall cover any damages (personal or property) not covered by the employee's personal coverage and shall cover the employee's deductible up to \$1,000 per occurrence.
- 16.10.4 If an employee is injured during District travel, the employee shall be covered under the District's worker's compensation program.
- 16.10.5 Employees with duties at more than one (1) District campus center or worksite shall receive District mileage reimbursement at the District travel policy rate for travel between campuses during the same day.
 - 16.10.5.1 When a bargaining unit member is assigned to a specific service area, and the achievement of a 1.0 load can only be accomplished by travel to a different site, the District shall provide mileage reimbursement per District policy.
- 16.10.6 When an employee requests District funds and approval for travel, and the District is unable to pay for the travel but nevertheless allows the employee to complete the travel, a statement to that effect shall be written on the request and provided to the employee. The District will return the request as soon as possible so that the faculty member will know the status prior to the trip. Alternatively, the travel form may include a "check-off box" when, if checked, the employee will know that the travel is approved but not at District expense.

16.11 Evening Schedule

If an employee has an evening obligation, occurring between the hours of 6 pm. and 12 am., that is part of the regular load and it is not an overload and they have a scheduled obligation the next day, the supervisor shall schedule a break of at least eleven (11) hours between the end of the evening obligation and the beginning of the first duty the next day unless there is a need to make load or if the employee makes the request..

16.12 Coordinators

The District will appoint coordinators of programs after consulting with full-time faculty in the affected department.

16.13 Department Chairs and Coaches

16.13.1 Contract Year

Department chair assignments shall be a regular contract year of 198 days per article 16.3.3.

Coaching assignments shall be a regular contract year of 198 day per article 16.3.3.

16.13.2 Job Description, Duties, and Responsibilities

The job description including duties and responsibilities of department chairs and coaches shall be included in the appendix of the collective bargaining agreement and modified only upon mutual agreement of the District and Faculty Association.

16.14 Holidays and Campus Closure

When a holiday or college closure is a day that an employee would normally work in a scheduled workweek the day shall count toward the employee's load and contract year obligations.

ARTICLE 17: **EVALUATION AND TENURE**

17.1 Definitions

“Supervisor” *see Article 16.*

“Appropriate Vice President” *see Article 16.*

“Classroom” or “Worksite” may refer to either a physical location or to distance learning instruction of all modalities used by the district.

“Client” *see Article 16.*

“College Service” *see Article 16.*

“Contract Faculty” or “Probationary Faculty” or “Tenure-Track Faculty” are synonymous terms and refer to a bargaining unit member who is employed in accordance with the provisions of Education Code Section 87605 or Subdivision (b) of Section 87608.

A “Day” in this article is a “Business Day” – any day Monday through Friday on which the Allan Hancock Joint Community College District administrative offices are open for business.

“Evaluation Forms” refer to evaluation forms mutually agreed upon between the District and the Faculty Association to be used in the evaluation of a bargaining unit member and placed in the appendix. The District shall post all evaluation forms online.

“Evaluation Team” refers to the members of the approved group consisting of the supervisor and two tenured bargaining unit members, one of which is selected by the bargaining unit member undergoing evaluation and the other is selected by the supervisor as provided within this Article.

“Primary Duties/Assignment” *see Article 16.*

“Reassignment or Reassigned Duties” *see Article 18.*

“Probationary Faculty” - *see “Contract Faculty.”*

“Regular Faculty” or “Tenured Faculty” means a tenured bargaining unit member who is employed in accordance with the provisions of Education Code Subdivision (c) of Section 87608 or Section 87609.

“Temporary Faculty” means a non-tenure track bargaining unit member who is employed on a temporary basis fully compensated by categorical funds within the provisions of Education Code section 87470.

“SGID” - Small Group Instructional Diagnosis is an evaluation process conducted by a trained facilitator.

“Special Assignments” are assigned or reassigned activities other than the bargaining unit member’s primary duties; and are voluntary.

“Overload Assignment” *see Article 16.*

“Worksite” *see “Classroom” definition.*

“Performance Techniques” are methods used appropriate to the bargaining unit member’s teaching or service assignment.

“Colleague” as used in this article is any person employed by the District with whom the evaluatee has regular professional contact. Examples include the bargaining unit member’s immediate supervisor, college administrators, discipline faculty, and classified staff.

17.2 Purpose and Intent

17.2.1 The purpose of the evaluation of faculty is the continuous improvement of instruction and support services at Allan Hancock College. Other purposes include the maintenance of quality in programs and instruction and the professional competence of the faculty.

17.2.1.1 Tenured Faculty: The primary purpose of the regular evaluation for tenured faculty is to provide feedback for the member to consider for professional growth.

17.2.1.2 Probationary Faculty: The primary purpose of the probationary faculty evaluation is to determine suitability for continued employment and tenure.

17.2.2 The evaluation process shall promote professionalism, enhance performance, and be closely linked with professional growth efforts.

17.2.3 The evaluation shall not be arbitrary or capricious or discriminatory in scope or practice.

17.2.4 The intent of the regular periodic evaluations is to evaluate the employee’s primary assignment activities which are either instruction or service.

17.2.5 The intent of evaluation for special assignment is to determine suitability for that particular assignment. Performance in special assignments is not evaluated for the purposes of tenure.

17.3 Criteria

The following criteria delineate the areas of faculty evaluation and tenure as they relate to their primary assignment.

17.3.1 Competency

17.3.1.1 Bargaining unit members teaching in any modality shall demonstrate satisfactory performance in the following areas:

- a) knowledge of teaching field or assignment;
- b) effective communication with students;
- c) teaching, counseling or other service techniques;
- d) organization skills;
- e) use of appropriate materials related to primary assignment;
- f) incorporation of appropriate student assessment methods;

a) the use of District course management system is required of all fully on-line and hybrid course sections.

17.3.2 Students

17.3.2.2 Bargaining unit members shall evidence respect for students' rights and needs by demonstrating:

- a) objectivity and fairness in the evaluation and discussion of student work;
- b) maintenance of contractual obligations to hold regular and timely office hours;
- c) respect for the rights and responsibilities of students as expressed in official college policies; and
- d) appropriate record keeping and reporting.

17.3.3 Colleagues

17.3.3.1 Bargaining unit members shall evidence respect for colleagues and the teaching profession by:

- a) acknowledging and defending the free inquiry of their associates in the exchange of ideas;
- b) acknowledging academic debts (crediting sources to avoid plagiarism);
- c) acting in accordance with the ethics of the profession and with a sense of personal integrity; and
- d) establishing and maintaining cooperative working relationships among faculty, administrators, and staff.

17.3.4 Professional Development:

17.3.4.1 The bargaining unit member shall demonstrate continued professional development by completing annual hours as defined in Article 16.

17.3.4.2 College Service: The bargaining unit member shall demonstrate continued college service by completing the required hours as defined in Article 16.

17.4 Evaluation of Instructional Assignments

17.4.1 Tenured faculty shall select at least one class per prep (regular load and overload) to be evaluated.

17.4.2 When teaching a course in multiple modalities, each modality shall be considered a separate prep.

17.4.3 Probationary faculty may have all classes (regular load and overload) evaluated.

17.5 Evaluation of Special Assignments

17.5.1 Purpose and Intent

Evaluation of a faculty member performing special assignments shall allow program faculty and staff to examine the leadership, conduct of duties, and the establishment and attainment of program goals. Evaluations may offer constructive criticism and shall contribute to a sense of program collegiality, renewing common understanding between

program leadership, faculty and staff. The evaluation is intended as a tool for the support and the improvement of leadership skills, not primarily as a quantitative metric of success. The evaluation process shall promote professionalism, enhance performance, and be closely linked with professional growth efforts. The evaluation shall not be arbitrary or capricious or discriminatory in scope or practice.

17.5.2 Criteria:

- a. Evaluation shall be based on the bargaining unit member's ability to perform the assigned duties as defined in the assignment job description.
- b. The evaluation shall utilize a standardized and agreed upon evaluation form and method developed for the assignment (available in the appendix).
- c. Unless otherwise prohibited, the evaluations of special assignments or reassigned duties shall not be more frequent than an annual review.
- d. The evaluation may be conducted in conjunction with the employee's regular evaluation; however, there must be a clear and distinguishable separation of the evaluations.
- e. Department Chair and Coordinator shall be evaluated pursuant to article 17.5, 16.13.2, and 18.14.2

17.5.3 Evaluation Team

By mutual agreement, the faculty member and their supervisor shall determine if the supervisor will solely conduct the evaluation or a team per article 17.9 will conduct the evaluation.

17.5.4 Process

Evaluations for special assignments shall follow the process specified in article 17.10.2.

17.5.5 Frequency of Evaluations

- a. Faculty serving in one-year special assignments are not evaluated per article 17.5.
- b. Faculty serving in two-year special assignments shall be evaluated per article 17.5 in their second semester of the assignment.
- c. Faculty serving in a three-year special assignment shall be evaluated per article 17.5 in their second and fourth semesters of the assignment.
- d. Faculty serving in an on-going special assignment (four years or more) shall be evaluated per article 17.5 in their second and fourth semesters and every three years thereafter.
- e. Faculty members serving in a special assignment that have been evaluated per article 17.5 two times and remain in that special assignment shall only be evaluated every three years per article 17.5.

17.6 Frequency of Evaluations

17.6.1 Probationary faculty shall be evaluated in their first (1st), third (3rd), fifth (5th), and seventh (7th) semesters. Mid-year (spring) hires shall be considered as entering the first (1st) probationary year in the first (1st) fall semester of the assignment.

17.6.2 Regular faculty shall be evaluated every third (3rd) academic year and may be evaluated in either semester.

17.6.4 In addition to the periodic evaluations, the appropriate vice president may authorize an

off-cycle evaluation of a bargaining unit member based upon substantiated complaints that their performance is less than satisfactory in the areas delineated in Section 17.3.

17.6.4.1 The supervisor shall notify the bargaining unit member of such an off-cycle evaluation in advance. See off cycle evaluation in this article.

17.6.5 A bargaining unit member who teaches or provides service in a discipline outside their primary assignment shall be evaluated using the off-cycle process during the first semester of the new assignment, after which evaluations will continue in conjunction with the employee's regular assignment evaluation cycle.

17.6.6 Temporary faculty hired under Education Code Section 87470 will be evaluated in the same manner as "probationary evaluation" in this Article.

17.7 Timelines

In order to fulfill the purpose of this article, bargaining unit members shall be evaluated according to the timelines set forth in this article.

17.8 Training for Evaluators

All members of an evaluation team shall be trained.

17.8.1 The Faculty Association and Academic Senate shall jointly develop and provide training in evaluation techniques including how to conduct class/worksite observations, interpreting student feedback, assessing student learning outcomes, and administering Small Group Instructional Diagnoses (SGIDs).

17.8.2 The District shall provide training in evaluation techniques for supervisors of evaluation teams.

17.9 Evaluation Team

17.9.1 The evaluation team shall consist of the supervisor and two (2) tenured bargaining unit members; one selected by the bargaining unit member undergoing evaluation and the other selected by the supervisor in the following order of preference: the designated program coordinator; the department chair; other tenured faculty member.

17.9.1.1 If the bargaining unit member being evaluated does not provide a name to the supervisor within two (2) weeks of notification of evaluation, the second member of their team will be appointed by the bargaining unit member's supervisor.

17.9.2 The supervisor is the team leader and shall be responsible for communications between the bargaining unit member and the team, assigning evaluation workload to team members, ensuring compliance with process and timelines, distributing and gathering forms, coordinating meetings, and submitting the final report to the vice president.

17.9.3 The evaluation team shall conduct its evaluation in confidence. Team members shall not discuss a bargaining unit member's performance with anyone not directly involved in the process.

17.10 Process

17.10.1 Notification: Prior to the end of the first (1st) week of the semester the supervisor shall

notify the bargaining unit member of their pending evaluation in writing specifying the evaluation process and timeline.

- 17.10.2 Initial/Orientation Meeting: The evaluation team shall meet with the bargaining unit member being evaluated to discuss the purpose, criteria, procedures, and timelines for the evaluation. The team, with input from the bargaining unit member being evaluated, will identify colleagues who are in positions to comment on the evaluatee job performance. Team member orientations shall be held prior to or in conjunction with this meeting.
- 17.10.2.1 Probationary/Temporary Faculty: The probationary bargaining unit member shall be evaluated using either student feedback forms or the SGID process, classroom observations, colleague feedback, and the self-evaluation packet. For probationary faculty, at least one (1) feedback evaluation shall be completed via the negotiated SGID method. Each component will be completed using the designated evaluation form.
- 17.10.2.2 Regular Faculty: Regular faculty shall be evaluated using student feedback (or the bargaining unit member may request an SGID in place of the student feedback), and colleague feedback.
- 17.10.2.3 Children's Center Faculty: Children's Center Faculty shall be evaluated using parent feedback, colleague feedback, and classroom observation. Each component will be completed using the designated evaluation form.
- 17.10.3 Observation and Feedback Reports: Between the first day of the tenth (10th) week and the last day of the twelfth (12th) week of the semester, the evaluation team shall conduct worksite observations and/or distribute and collect the colleague feedback forms and student feedback forms.
- 17.10.3.1 Self-Evaluation (Probationary Faculty Only): Prior to the end of the twelfth (12th) week of the semester, the bargaining unit member shall submit the self-evaluation packet to the supervisor.
- 17.10.3.2 For distance learning classes, at the end of the twelfth (12th) week of the semester, the supervisor shall request the results from the student feedback forms.
- 17.10.4 Consensus Meeting: Prior to the end of the fourteenth (14th) week, the evaluation team shall meet to review all documents and prepare the Evaluation Report.
- 17.10.5 Special Meeting(s): At any time during the evaluation process a team member may meet with the bargaining unit member to gain clarification and understanding. The purpose of this meeting is to ensure each team member fully understands the issue(s) and has exercised due consideration for fairness.
- 17.10.6 Final Meeting: Prior to the end of the sixteenth (16th) week of the semester, the team shall meet with the bargaining unit member to review the Evaluation Report and its findings and recommendations. The bargaining unit member shall be provided a copy of the report.
- 17.10.7 Administrative Review and Approval: After signature by the team members and the bargaining unit member, the final written evaluation and attachments shall be forwarded to the appropriate vice president for review and signature.
- 17.10.7.1 The bargaining unit member may request a meeting with the vice president to challenge the team's findings and recommendations.

- 17.10.7.2 For probationary and temporary faculty, the vice president shall make a recommendation to the superintendent/president.
- 17.10.7.3 For tenured faculty, the vice president shall forward overall satisfactory evaluations to the office of human resources for placement in the personnel files. The vice president shall forward overall unsatisfactory evaluations to the superintendent/president along with a recommendation.
- 17.10.7.4 The superintendent/president shall make a final recommendation to the Board of Trustees for all probationary faculty and temporary faculty evaluations and for unsatisfactory tenured faculty evaluations.
- 17.10.7.5 If a probationary employee is not re-hired due to an unsatisfactory evaluation or resignation, the vacant position shall be reopened for recruitment within the academic year taking into consideration the appropriate timeline to recruit for the position, unless the District and Association agree otherwise.
- 17.10.8 Personnel File: One copy of the final evaluation report shall be provided to the bargaining unit member and the original shall be placed in the bargaining unit member's personnel file. No other copies, drafts and materials shall be maintained outside the office of human resources.
- 17.10.8.1 The evaluation report shall be included in the personnel file, all other documentation related to the evaluation shall be maintained by the office of human resources.
- 17.10.8.2 If a formal grievance is filed, the District shall provide the grievant with full and complete access to all materials and information used in the evaluation process.

17.11 Classroom/Worksite Observations

- 17.11.1 Classroom/worksite observations are required for all probationary faculty. Classroom/worksite observations are only required for tenured faculty who have never been observed providing instruction or service in the distance learning modality.
- 17.11.1.1 The purpose of classroom/worksite observations is to observe the bargaining unit member in the performance of their primary assignment and to provide feedback to the bargaining unit member.
- 17.11.1.2 Each evaluation team member, including the supervisor per 17.9.1, shall schedule with the bargaining unit member a time to make a 50-minute class/worksite observation. After the observation, the evaluator shall complete the classroom/worksite observation form and meet with the bargaining unit member to review the results.
- 17.11.1.3 The bargaining unit member shall sign the form acknowledging the review and may indicate agreement with the content or may, within seven (7) days, submit a written response to the observation evaluation form.
- 17.11.1.4 Each team member shall perform at least one classroom or worksite observation of a primary duty. Every attempt shall be made for the evaluators to observe different class sections or courses.
- 17.11.1.5 In the case of counselors and other academic specialists, at least one worksite observation shall include an observation of an activity relevant to his or her

primary duty such as a counseling session or in-group session.

17.11.1.6 All classroom/worksite/SGID evaluation forms shall be submitted to the supervisor no later than the end of the thirteenth (13th) week of the semester.

17.12 Student/Client Feedback

17.12.1 The purpose of student/client feedback is to obtain input from students/clients pertaining to the bargaining unit member's effectiveness.

17.12.1.1 Student/Client Feedback forms shall not be utilized for instruction in open access labs (example: Math Center, Writing Center, physical fitness lab, etc.).

17.12.2 Intentionally left blank.

17.12.3 The feedback forms shall be distributed to students/clients of the bargaining unit member being evaluated.

17.12.4 Except where otherwise specified, team members shall administer the student survey process and, when appropriate, conduct student SGID's.

17.12.5 The supervisor shall collect the forms and submit the student survey forms and have them tabulated and processed.

17.12.6 The supervisor will distribute the computer printouts of numerical data from the student feedback form to the evaluation team members and the bargaining unit member for review and discussion.

17.12.6.1 In order to maintain student confidentiality, written comments on student feedback forms will not be returned to the person being evaluated until the end of the semester and after grades have been submitted. Only the person being evaluated, the evaluation team, and those District employees whose assignment requires access to student feedback forms shall see written comments on the forms.

17.12.7 Within seven (7) days from date of distribution, the person being evaluated shall submit, in writing, a response to the student feedback and SGID reports to the evaluation team members.

17.12.8 Any reference to student feedback in the final written evaluation shall be based upon information gathered from the student feedback forms, a substantiated complaint and/or the SGID(s).

17.12.9 Student/client surveys may be distributed before or after classroom observations.

17.13 Colleague Feedback

17.13.1 The Colleague feedback forms will be used to gather input from colleagues.

17.13.2 The supervisor shall distribute the colleague feedback forms to the persons identified during the initial meeting and collect the completed forms.

17.13.3 Colleague feedback forms shall include the name and signature of the person completing the form. Anonymous forms shall be discarded and not considered for evaluation.

17.13.4 The bargaining unit member undergoing evaluation shall not have a right to see the

names of the person(s) who completed the feedback form except if disclosure is required during a formal grievance proceeding. The supervisor shall ensure that the bargaining unit member undergoing evaluation does not view the name(s) of the person(s) who completed the feedback forms during the regular evaluation process.

17.13.5 Any reference to colleague feedback in the final written evaluation shall be based solely upon information gathered from the colleague feedback forms and/or (a) substantiated complaint(s).

17.14 Evaluation Report

17.14.1 The evaluation report shall accurately describe the evaluation process used, evaluation activities engaged in by the bargaining unit member, and significant findings by the team only according to the criteria listed in 17.3. The evaluation report shall include a recommendation based solely upon those findings and completed using the designated evaluation form.

17.14.2 Conclusions reached by the team shall be based on direct observation and feedback documentation gathered during the evaluation and documented using the agreed upon form. The team may consider the previous Evaluation Report, and documented complaints or concerns as well as commendations, received since the last evaluation that have been previously shared with the bargaining unit member and are part of the bargaining unit member's personnel file.

17.14.3 Complaints arising through the evaluation process must be substantiated through investigation in order to be included in the evaluation report.

17.14.3.1 Second-hand information, hearsay, and unsubstantiated complaints shall not be considered by the team or included in the evaluation report.

17.14.4 All members of the evaluation team must sign the evaluation report. If a member of the evaluation team is not in agreement with the assessment of the other team members, the dissenting member must attach a statement giving the reason(s) for the disagreement.

17.14.5 The bargaining unit member being evaluated shall acknowledge receipt of the evaluation report by signature and may, within eight (8) working days after receipt of the report, submit a written response to it, which shall be attached. A copy of the evaluation report shall be provided to the bargaining unit member.

17.14.6 Recommendations - Pursuant to the provisions of the Education Code sections 87606, 87608.5, and 87609:

Satisfactory Evaluations:

17.14.6.1 Regular Faculty: An overall satisfactory rating requires no further action.

17.14.6.2 Probationary Faculty: An overall satisfactory rating during the first three (3) years shall result in a recommendation to rehire. An overall satisfactory rating during the fourth year shall result in a recommendation to award tenure.

Unsatisfactory Evaluations:

17.14.6.3 Regular Faculty: An overall unsatisfactory rating may result in one or more of the following:

- a) a recommendation for an off-cycle evaluation
- b) development and measurement of specific goals for improvement

c) additional training

17.14.6.4 Probationary Faculty: An overall unsatisfactory rating may result in an off-cycle evaluation, additional mentoring/training or recommendation not to reemploy/not to award tenure pursuant to provisions in the Education Code. The vice president's decision regarding an unsatisfactory evaluation will be based on the severity of the noted deficiencies and previous evaluations. The vice president will provide the bargaining unit member an opportunity to meet and discuss the unsatisfactory evaluation.

17.15 Procedural Compliance

17.15.1 It is the intent of the procedures and timelines defined in this Article to provide effective, meaningful, and fair evaluations of bargaining unit members. Every effort shall be made to comply with the defined process and timelines of this Article.

17.15.2 The parties recognize there will be occasions when a timeline or process may not apply to a particular bargaining unit member's situation or that it may be inadvertently misapplied or overlooked.

17.15.3 If non-compliance is due to a unique assignment or to an accidental oversight, then the supervisor shall immediately notify the director of human resources who in turn shall notify the Faculty Association to meet and confer. The District, bargaining unit member and Faculty Association shall agree to a modified process and/or timeline.

17.15.4 Any delays resulting from procedure or timeline non-compliance shall not be held against the bargaining unit member and every effort should be made to implement a modified process which is fair and has the least adverse impact on the bargaining unit member.

17.15.5 Only those negotiated evaluation tools may be included in the evaluation process.

17.16 Off-Cycle Evaluations

17.16.1 Pursuant to Ed Code Section 87734, an off-cycle evaluation of a bargaining unit member may be authorized based upon substantiated complaints that the bargaining unit member's performance is less than satisfactory in the areas delineated in Section 17.3; or, when a bargaining unit member receives an overall unsatisfactory rating during a periodic evaluation.

17.16.2 Off-cycle evaluations shall be limited in scope to those areas in which deficiencies were delineated in the periodic evaluation or complaint.

17.16.3 The evaluation process/timelines as outlined in this article for periodic evaluations shall be followed in the off-cycle evaluation, except that feedback forms and SGID shall be limited to address only the areas noted for review.

17.16.4 Materials gathered in previous evaluations may be used in the initial meeting of the off-cycle evaluation.

17.16.5 If the off-cycle evaluation is the result of an overall unsatisfactory rating during a periodic evaluation, then the same team shall perform the off-cycle evaluation unless the bargaining unit member requests a team change. Upon the request for a new team, the supervisor will choose one new faculty team member; the evaluatee will select a second faculty team member.

17.16.6 If the bargaining unit member requests a new administrator, then the appropriate vice

president may appoint a different administrator to conduct the off-cycle evaluation.

17.16.7 The evaluation team shall work constructively with the person being re-evaluated to encourage improvement. The techniques involved shall include consultation and may include class/worksite observations, recommended course work, review of literature, arrangement for updating of background, staff development activities, and any other appropriate activities agreed upon by the team.

17.17 Grievance Process

17.17.1 The contents of evaluations of tenured bargaining unit members are not subject to the grievance procedures set forth in Article 6. The procedures of Article 6 shall apply to any allegation that the specific procedures contained herein have been misinterpreted, misapplied or violated. However, nothing in the procedures contained in Article 6 shall be construed to prohibit revision of the contents of any evaluation.

17.17.2 Allegations that the District, in a decision not to reappoint a probationary bargaining unit member, violated, misinterpreted or misapplied any of the procedures contained in this article shall be classified and procedurally addressed as grievances. They shall thereafter be processed in accordance with this article. Article 6 shall not apply.

17.17.3 General Provisions

The purpose of the general provisions below is to address the grievance procedures not applicable in Article 6.

17.17.3.1 A “grievance” as used in this article only is a formal written allegation that the District, in a decision not to offer a probationary bargaining unit member a second or third contract, or, to deny tenure to a probationary member under a third contract, violated, misinterpreted, or misapplied any of its policies and procedures concerning the evaluation of the probationary bargaining unit member.

17.17.3.2 A “grievant” as used in this Article is a probationary bargaining unit member denied reappointment or tenure; or the Faculty Association on behalf of the bargaining unit member.

17.17.4 Level One — Written Grievance

17.17.4.1 Within ten (10) working days of receiving the official written notice that a second/third contract or tenure is denied, the grievant must present the grievance in writing to the appropriate vice president. The grievance shall:

- a) be specific;
- b) contain a synopsis of the facts supporting the allegation;
- c) identify the specific policy or procedure of this article which is alleged to have been violated;
- d) contain the date of the alleged violation;
- e) state the remedy requested; and
- f) be signed by the grievant.

17.17.4.2 The vice president shall communicate the decision to the bargaining unit member in writing within ten (10) working days after receiving the grievance. If the vice president

does not respond within the time limit, the grievant may appeal to the next level.

17.17.5 Level Two — Arbitration

- 17.17.5.1 If the grievant is not satisfied with the disposition of the grievance at Level One or if no written decision has been rendered within ten (10) working days after submission of the grievance to the vice president, the grievant may, within an additional five (5) working days, request in writing that the grievance be submitted to arbitration.
- 17.17.5.2 The grievant and the District shall attempt to agree upon an advisory arbitrator. If no agreement can be reached, they shall request the California State Mediation and Conciliation Service to supply a panel of five (5) names of persons experienced in hearing grievances in public schools and community colleges. Each party shall alternately strike a name until only one name remains. The remaining panel member shall be the advisory arbitrator. The order of the striking shall be determined by lot. If the arbitrator will not be available within sixty (60) days, the parties shall secure another list and repeat the selection.
- 17.17.5.3 The arbitrator shall be without power to grant tenure, except for failure to give notice on or before March 15 pursuant to subdivision (b) of Education Code Section 87610. The arbitrator may issue an appropriate make-whole remedy, which may include, but need not be limited to, back pay and benefits, reemployment in a probationary position, and reconsideration.
- 17.17.5.4 The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Agreement, but shall determine only whether or not there has been a violation of the procedures of this article in the respect alleged in the grievance. The decision of the arbitrator shall be based solely upon the evidence and arguments presented to them by the parties in the presence of each other and upon arguments presented in briefs, if any. The arbitrator shall consider and decide only on the specific issues submitted in writing and shall have no authority to make a decision on any other issue not so submitted.

17.17.6 Arbitrator's Decision and Board Review

- 17.17.6.1 The arbitrator's decision will be in writing and will set forth all findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator will be without power or authority to make any recommendation which requires the commission of any act prohibited by law or which violates any term of this Agreement. The arbitrator in no case shall make any recommendation inconsistent with District duties, responsibilities, or obligations as such are prescribed in state or federal law. The decision of the arbitrator will be submitted to the Board of Trustees, the superintendent/president of the college, the grievant, and the Association.
- 17.17.6.2 The decision of the arbitrator shall be in the form of a recommendation to the Board of Trustees. The Board shall render a decision on the matter within thirty (30) days after receiving the arbitrator's decision. Such decision shall be final and binding on all parties. If the Board does not render a decision within the time specified, it shall be deemed to have adopted the decision reached by the vice president at Level One.
- 17.17.6.3 Arbitration Costs: The district will incur the cost of arbitration for grievances under this section of this article.

ARTICLE 18: FACULTY LOAD

Definitions

“Load” is a value for assignments performed by faculty and is used to calculate the full-time equivalent workload and overload.

“Contract Year” is the number of days in the employee’s contracted year.

“Intersession” refers to any term outside of the fall and spring semesters.

“Career Development College Preparation (CDCP) Programs” are noncredit courses that include elementary and secondary education, English as a Second Language (ESL), workforce preparation, and vocational education that are part of a sequence of courses leading to a certificate.

“Reduced Load” is a reduction in workweek hours or workday hours.

“Reduced Contract Year” is a reduction in workdays within the assignment year.

“Reassigned Time” is the amount of time performing administrative functions, excluding employee supervision, and has an associated load value that is allotted for an employee’s reassignment activity.

“Reassignments” are defined as voluntary assignments an employee is authorized to perform by the District in lieu of part or all of the employee’s primary assignment.

18.1 Load

18.1.1 A bargaining unit member's assignment shall be based upon a Full-Time Load (FTL), during the regular contract year. The scale in Section 18.3 defines the FTL for all types of assignment. Combinations of types of assignments shall be calculated by the percentage of each type with a full-time load equivalent to 1.00 FTL. The acceptable range for 1.00 FTL shall be from .97 FTL to 1.0 FTL.

When it is not possible to equal the minimum of the range (.97), load shall be averaged over not more than three (3) semesters, including intersessions, if scheduled, within a three-semester period. The average load over this period shall equal at least 1.00 FTL.

18.1.2 Preparation time: The district recognizes the value of adequate preparation time to maintain quality of instruction and services. Instructional activities are identified as lecture or lab. Lecture courses shall recognize preparation time as determined in Article 16 at a ratio of 1:1 (1 hour of lecture will have 1 hour of preparation); Lab I courses refer to section 18.3.2 et.seq. Lab I courses shall have a ratio of 1: 0.94 (1 hour of lab will have 56 minutes of preparation); Lab II courses shall have a ratio of 1: 0.88 (1 hour of lab will have 53 minutes of preparation); Lab III-courses shall have a ratio of 1: 0.71 (1 hour of activity will have 43 minutes of preparation); Non-credit courses (non-CDCP) shall include preparation time in a ratio of 1: 0.167 (1 hour of assignment will have 10 minutes of preparation); service assignments shall include preparation time in a ratio of 1:0.4 (1 hour of service will have 0.4 hours of preparation). Reassigned activities do not have preparation time.

CDCP courses shall have comparable preparation time ratios as comparable credit courses (lecture equals lecture, lab equals lab).

18.2 Workweek Load See Article 16.4

18.3 Load Values and Calculations

A load calculation form available on the portal may be used to determine load based on the load information from this Article.

18.3.1 Types of Load

	Full-Time Load	% of Lecture Load
Lecture Instructional Hours (Credit/CDCP)	15 hours/week = 1.00 FTL	100%
Laboratory I Instructional Hours (Credit)	16 hours/week = 1.00 FTL	93.8%
Laboratory II Instructional Hours (Credit)	17 hours/week = 1.00 FTL	88.2%
Laboratory III Instructional Hours (Credit/CDCP)	21 hours/week = 1.00 FTL	71.4%
Non-Credit (non-CDCP) Hours	25 hours/week = 1.00 FTL	60.0%
*Cooperative Work Experience (CWE)	125 students = 1.00 FTL	93.8%
Children's Center Faculty Hours	30 hours/week = 1.00 FTL	50.0%
**Service Assignments	25 hours/week = 1.00 FTL	60.0%
Re-Assigned Activities	30 hours/week = 1.00 FTL	50.0%

*125 students at the 16 hours/week Lab I rate; 7.81 students = 1/16 of load

**Counselors, academic specialists, health services faculty, and librarians

18.3.1.1 Determining Instructional Type

The parties agree that the determination for instructional types shall occur during the District's course approval process. Any disagreements over instructional types shall be negotiated between the District and Association

18.3.2 Load Notification

The District shall provide each bargaining unit member with an opportunity to review and approve their load by April 30th for fall semester and summer intersession, by October 31st for spring semester and winter intersession. These dates shall not apply when faculty select classes not included in the original schedule. Except as otherwise permitted, no changes to the assignment shall be made after the notification dates without agreement between the employee and the appropriate vice president.

18.4 Noncredit, Not-for-Credit/Fee Based, and Contract Education

18.4.1 Converting credit courses or noncredit to not-for-credit/fee-based

Prior to any conversion of credit or noncredit courses to not-for-credit/fee-based courses the District shall negotiate the impact and effect upon bargaining unit members.

18.4.2 Not-for-Credit/Fee-Based Instruction

Bargaining unit members may teach approved not-for-credit/fee-based courses outside of their 1.0 FTL. Bargaining unit members shall be considered employees of the district when teaching not-for-credit/fee-based classes and, in addition to any applicable terms and conditions provided for in this Agreement, are covered by the District's Workers Compensation Policy.

18.4.3 Compensation for not-for-credit/fee-based courses:

The District shall determine the amount of compensation for not-for-credit/fee-based courses.

18.4.4 Contract Education Course Offerings

The Association reserves the right to demand to negotiate potential impacts on the terms and conditions of employment concerning contract education. For contract education courses subject to Education Code 78022, faculty shall be compensated in the same manner as they would for regular instructional assignments.

18.5 Lab Load Credit

18.5.1 When load for a course is split between two or more faculty members, the lab load credit for all employees will be the lab designation as indicated on the course outline of record.

18.5.2 Employees who assist with laboratory courses, but are (1) not the instructor of record in a laboratory setting with line of sight contact, (2) not responsible for the schedule(s) of assignments and the development of appropriate instructional materials for students, and (3) do not assign a grade for the laboratory shall be loaded at the Lab III rate.

18.6 Independent Projects

Independent projects must conform to regulations pursuant to Title 5 and may not be used to circumvent repeatability limitations. An employee teaching independent projects as approved by the supervising administrator, whether for individual students or for small groups, for which they assume normal grading and record keeping responsibilities, shall receive one (1) lecture hour credit for each 15 student units (for example, five (5) students enrolled for three (3) credits each would equal one lecture hour credit) or fraction thereof. The faculty member will be paid at their hourly rate using the Overload and Extra Assignment Salary Schedule (see Appendix).

18.7 Load Adjustment for Specific Courses

18.7.1 Pursuant to the intent of Education Code Section 87486, the following courses; English 100, 101, 102, 103, 104, 106, 511, 512, 513, 514, 595, Philosophy 114, and all Math courses with the exception of Math 521, which have the improvement of student composition and writing or math skills identified as the primary goal of the course and have student papers designed to meet this goal assigned on a regular basis, shall have load computed at the rate of .072 FTL for each lecture hour. The office of the associate superintendent/vice

president of academic affairs shall notify the Faculty Association when newly developed and approved courses meet the above criteria and shall be included in this article.

18.7.2 Class Cancellation and Low Enrollment Adjustment

District policy regarding the cancellation of low enrolled courses is established in Administrative Procedure 4922 "Procedure of Cancelling Classes." Prior to canceling a class in any semester or intersession due to low enrollment, the District may provide the assigned faculty the option to cancel the class or continue the class with a reduced pay adjustment, but shall not reduce the assigned load. The pay adjustment shall be determined by the number of enrolled students divided by the minimum class size as defined in Board Policy 4922 "Minimum Class Size."

18.8 Overload and Intersession Assignments

The intent of this section is to maintain the quality of instruction by setting load limits that provide faculty members adequate time during the term to prepare and manage instructional demands.

18.8.1 Overload assignments are voluntary, unless the excess is to balance an annual load required for the employee.

18.8.2 Overload assignments may not exceed 0.47 FTL in fall or spring semester unless approved by the appropriate vice president.

18.8.3 Except where necessary to balance an annual load, no overload assignments will be granted or assigned to any faculty member whose most recent evaluation is less than satisfactory.

18.8.4 Reassigned time shall be considered part of the employee's 1.0 load and shall not be considered as overload.

18.8.5 Summer intersession assignments, which are not part of the employee's regular assignment, may not exceed 0.80 FTL unless approved by the appropriate vice president.

18.8.6 Other intersession assignments, which are not part of the employee's regular assignment, may not exceed 0.40 FTL unless approved by the appropriate vice president.

18.9 Short-Term Classes

Short-term classes, which are classes less than semester or term-length, shall be counted as part of an instructor's contract load.

18.10 Evaluation of Part-time Faculty

Employees shall participate in the evaluation of part-time faculty members within the same discipline area and shall complete at least two (2) evaluations of part-time faculty members per academic year unless there are too few part-time faculty within the employee's discipline to evaluate. However, in order to provide each part-time faculty

member with an evaluator, employees may evaluate a part-time faculty member from another discipline. Travel reimbursement will be available per district policy.

18.11 Accreditation

Participation in college and program accreditation processes is a professional responsibility of employees. The District shall offer up to four faculty members the opportunity to serve as a co-chair. Each co-chair shall be provided .20 FTL reassigned time during the academic year of the college and program accreditation.

18.12 Teaching Requirements for Distance Education

Prior to teaching online, an instructor shall demonstrate the skills necessary to teach online courses to the satisfaction of the District's designated administrator.

18.13 Class Size

The schedule of course offerings is subject to District and Academic Senate policies regarding minimum class size. Course enrollment maximums will reside on the curriculum management system for the given course. Instructors may add students beyond the department established class size limit as long as the room occupancy load is not exceeded.

18.14 Reassigned Time

18.14.1 The office of the associate superintendent/vice president academic affairs will provide a list of all reassigned time assignments to the Association upon request. The list shall include the reassigned time FTE, the name of the faculty member receiving reassigned time, the duration of the reassigned time, and the purpose of reassignment.

18.14.2 When an employee is given and/or accepts reassigned time from the District, they shall be informed prior to the start of the assignment at least the following: (1) dates of the assignment; (2) FTE for the assignment; (3) duties for the assignment; and (4) performance evaluation methods (see Article 17.6.5).

18.14.3 Reassigned Time Allocations

18.14.3.1 All reassigned time requests and the allocations listed in the appendix shall be reviewed for consideration, adoption, adjustment, or termination upon request by the employee or the District. Changes to these allocations shall be made upon mutual agreement each year as part of the automatic reopeners. This reopener shall only apply to the reassigned time appendix and not to the entire Article.

18.14.3.2 The approved list of positions with reassigned time shall be placed in the appendix. The approved FTEF reassigned time is the minimum amount. The District may increase the reassigned time amount to meet District needs.

18.14.4 Program Review and Program Vitality

Bargaining unit members agreeing to perform Program Review shall receive a total of 0.05 reassigned time for each program review. Bargaining unit members agreeing to perform Program Vitality shall receive a total of 0.15 reassigned time for each program vitality review.

18.14.4.1 Each spring term, the faculty member(s) agreeing to complete program review beginning the next year will be notified by the District, in writing, of the allocation of reassigned time no later than May 20th.

18.14.4.2 Each fall and spring term, the faculty member(s) agreeing to facilitate program vitality will be notified by the District, in writing, of the allocation of reassigned time no later than May 20th for the fall term and September 20th for the spring term.

18.14.5 In the event that no bargaining unit member volunteers for a reassignment requested by the district, then the district may transfer the work to a non-bargaining unit member.

18.15 Past Practices

Past practices will continue and prevail on all matters pertaining to workload and class size not covered in this article.

18.16 Load Balancing

Employees may bank up to 1.0 FTEL of overload credit and/or additional duty days in lieu of receiving pay under the following terms and conditions:

1. Overload credit and/or additional duty days must be banked within two consecutive semesters and redeemed within the following two semesters.
2. The employee must submit a request to the immediate supervisor to bank load during the scheduling process for the period in which the overload or extra duty day(s) are assigned. The request shall indicate the amount of load to be credited and the semester(s) in which the employee plans to redeem it.
3. The employee's request shall be granted unless one or more of the following conditions exists:
 - a. There are no other faculty in the discipline qualified or able to take on the vacated workload.
 - b. An undue hardship would exist if the request were granted.
 - c. The employee is due for a performance evaluation in the semester the load is redeemed and alternative arrangements are not feasible.
 - d. The employee has a less than satisfactory performance evaluation in the most recent evaluation period.
 - e. The request is to bank an exempt assignment as defined in this section.

4. If a request is denied, the employee shall be allowed to appeal the decision to the appropriate vice-president.
5. Revoking an Approved Request
 - a. Approved requests are irrevocable by the employee.
 - b. The District may revoke an approved request if one or more of the conditions listed in 18.16.3 occurs after the initial approval.
 - c. Where an approved request is revoked by the District, the employee shall be given the option to receive pay for the banked load at their earned overload rate or to change the semester in which the banked load is redeemed.
6. Redeeming Banked Load
 - a. Banked load may be redeemed in one semester or divided over two semesters.
7. Exempt Assignments: Time for the following activities may not be banked.
 - a. Intercession instructional assignments

ARTICLE 19: **TRANSFER**

19.1 A transfer is the reassignment of an employee from one college service area or department to another college service area or department or to another work location based on the needs of the District as determined by the superintendent/president or their designee. A transfer may be either voluntary, administrative, or emergency. Excluded from the definition of transfer is the movement from one salary schedule to another salary schedule.

19.2 Voluntary Transfer

19.2.1 Faculty members interested in transferring to another faculty position for which they meet minimum qualifications are encouraged to submit a written request to the director of human resources. The request should include desired position, department, contract days (per Article 16.3), and any other relevant information. The request may be submitted at any time, and will be kept on file by the office of human resources for one (1) year from the date of submission.

Additionally, the office of human resources will notify all bargaining unit members of positions approved through faculty prioritization as well as retirements. This notification will initiate the ten (10) working day transfer request period during which bargaining unit members interested in requesting a transfer shall submit a written request to the office of human resources. This ten (10) working day transfer request period shall run concurrently with the external position announcement(s). The director of human resources shall notify the associate superintendent/vice president, academic affairs, and/or the associate superintendent/vice president, student services, of the request.

19.2.2 When a voluntary transfer request is received, that request will be considered, and the appropriate vice president shall make the final recommendation to the superintendent/president on the transfer. The following criteria (in no ranked order) will be considered in the final determination and include but not be limited to: input from existing and potential disciplines and/or departments; education and experience, and recency of experience in the assignment requested.

19.2.3 The affected employee and the Association shall be given written notice of the final decision.

19.3 Administrative Transfer

An employee may be transferred on a temporary or permanent basis at any time such transfer is necessary to meet the needs of the District. The District may consider volunteers and the equity of assignment of employees.

19.3.1 The District will consult with the receiving department.

19.3.2 The affected employee and the Association shall be given written notice fifteen (15) days prior to the final decision in order to schedule a meeting to discuss the transfer. The District shall consider the preferences of the transferee when making such assignment; however, the needs of the District shall be paramount.

19.4 Emergency Transfer

The District can make emergency transfers when a vacancy occurs during a semester or immediately before the beginning of a semester. The District may temporarily place a qualified employee in such vacancy for the remainder of the semester without regard to other transfer requirements of this article.

ARTICLE 20: **WORKPLACE TECHNOLOGY**

- 20.1 The Intent: The technological needs for faculty vary. The Faculty Association and the District recognize the importance and necessity of technology in the workplace, and that faculty require up-to-date technology devices (hardware), software, and connectivity to perform their assignments.
- 20.1.1 The District shall provide faculty with a list of supported computers (PC or Mac), printers, and scanners from which to choose including tablet, desktop, and laptop computers, and compatible printers. Only one (1) of each (computer, printer, scanner) will be provided as approved by the supervisor.
- 20.1.2 Faculty shall select from the list of supported hardware at the time of initial hire and thereafter on a six (6) year replacement cycle. Chosen technology shall be provided to the faculty member within sixty (60) days of receipt of the appropriate request by IT Services. Loaner technology and connectivity shall be provided in the interim.
- 20.1.3 A non-functioning computer shall be replaced within sixty (60) days of a formal helpdesk report, and loaner equipment shall be provided in the interim. A non-functioning scanner or printer shall be replaced if there is no reasonable access to a networked printer or scanner.
- 20.1.4 The District will provide technological support for all district provided hardware, software, and connectivity.
- 20.1.5 All district provided hardware and software remain the property of the District and shall be returned upon separation from the district.
- 20.1.6 Proper use of district provided hardware, software, and connectivity is addressed in BP 3720 "Computer and Network Use."
- 20.1.7 Faculty shall utilize district adopted enterprise software necessary for the employee's job assignment. The District shall provide required hardware and software prior to the instruction of scheduled classes.
- 20.1.8 In the first pay period of the fall of 2021 all bargaining unit members will receive a \$500 technology stipend.

APPENDICES

In an attempt to save paper the following forms, while remaining a negotiated part of the current contract, will now be housed on the HR link in the myHancock website. Any alteration of these forms must be negotiated by all parties to this Agreement. Those forms are:

1. Article 6: Grievance Forms
2. Article 9: Safety Hazard/Suggestion Report Form
3. Article 10: Faculty Leave of Absence Request/Report Form
4. Article 10: AHC Family & Medical Leave Kit
5. Article 10: AHC Request for Unpaid Leave
6. Article 10: Request for Unpaid Workload Exchange Academic Staff Form
7. Article 12: AHC Request to Inspect Confidential Personnel Records
8. Article 13: AHC Sabbatical Leave Scoring Rubric
9. Article 14: AHC Request for Prior Approval to Apply Units Towards Advancement on the Salary Schedule Form
10. Article 14: Stipend Agreement Form
11. Article 18: Load Balancing (Banking) Form
12. Article 18: Load Value Formula
13. Article 19: AHC Request for Voluntary Transfer to New Faculty Position Form

Remaining in the appendix are the following forms:

1. Article 7: Faculty Association Dues and/or A Service Fee Form
2. Article 14: Salary Schedules 10, 11, 60, 61, and 17-20
3. Article 17: Evaluation Forms
4. Article 18: Reassigned Time Matrix



FACULTY ASSOCIATION DUES AND/OR A SERVICE FEE

The **Faculty Association of Allan Hancock College** is the exclusive bargaining agent for all employees referenced in Article 2 of the Collective Bargaining Agreement. Article 7 of the Agreement and Government Code Section 3546(a) require that the employee will either pay dues **or** a service fee. The District will make a deduction of service fee unless the employee authorizes membership in the Faculty Association.

CERTIFICATION

I understand the contents of the agreement (Article 7 – Organizational Security) between the District and the Faculty Association.

Employee’s Signature

Date

By signing this form I authorize the deduction of dues or fees for the following purpose (check only one):

- (Check box) **I wish to become a member of the Faculty Association.**
- (Check box) **I wish to pay the service fee and not become a member of the Faculty Association.**
- (Check box) **I am a religious objector pursuant to Government Code 3546.3.**

My charitable organization of choice is _____ .

Employee’s Printed Name

Employee’s Signature

Date Signed

ARTICLE 14 APPENDIX: SALARY SCHEDULES

Faculty Contract Salary Schedule (SS#10)

Faculty Contract Salary Schedule 40 Hour Work Week (SS#11)

Children's Center Faculty Salary Schedule (SS#60)

Children's Center Faculty Salary Schedule 40 Hour Work Week (SS#61)

Overload and Extra Assignment Salary Schedules (SS#17-20)

ALLAN HANCOCK JOINT COMMUNITY COLLEGE DISTRICT
 FACULTY CONTRACT SALARY SCHEDULE

JULY 1, 2021

STEP	COLUMN I	COLUMN II	COLUMN III	COLUMN IV	COLUMN V
1	57,858	61,619	65,624	69,890	72,390
2	59,826	63,715	67,856	72,267	74,767
3	61,860	65,881	70,163	74,724	77,224
4	63,963	68,121	72,549	77,265	79,765
5	66,138	70,437	75,015	79,891	82,391
6	68,387	72,832	77,566	82,608	85,108
7	70,712	75,308	80,203	85,416	87,916
8	73,116	77,869	82,930	88,320	90,820
9	75,602	80,516	85,750	91,324	93,824
10	76,812	81,805	87,122	92,785	95,285
11	78,041	83,114	88,516	94,270	96,770
12	79,290	84,444	89,933	95,779	98,279
13	80,559	85,795	91,372	97,311	99,811
14	81,848	87,168	92,834	98,868	101,368
15	83,158	88,563	94,320	100,451	102,951
16	84,489	89,981	95,830	102,059	104,559
17	85,841	91,421	97,363	103,692	106,192
18	87,214	92,883	98,920	105,350	107,850
19	88,609	94,369	100,503	107,036	109,536
20	90,027	95,879	102,111	108,748	111,248
21	91,467	97,412	103,744	110,487	112,987

SS-10
 7/1/2021
 2% COLA
 6.5% between columns
 Column V = Column IV+ \$2,500
 3.4% between steps up to 9
 1.6% between steps after 9

ALLAN HANCOCK JOINT COMMUNITY COLLEGE DISTRICT
 FACULTY CONTRACT SALARY SCHEDULE
40 HOUR WORK WEEK ONLY

JULY 1, 2021

STEP	COLUMN I	COLUMN II	COLUMN III	COLUMN IV	COLUMN V
1	62,545	66,610	70,940	75,551	78,051
2	64,672	68,876	73,353	78,121	80,621
3	66,871	71,218	75,847	80,777	83,277
4	69,145	73,639	78,426	83,524	86,024
5	71,496	76,143	81,092	86,363	88,863
6	73,927	78,732	83,850	89,300	91,800
7	76,441	81,410	86,702	92,338	94,838
8	79,040	84,178	89,650	95,477	97,977
9	81,727	87,039	92,697	98,722	101,222
10	83,035	88,432	94,180	100,302	102,802
11	84,364	89,848	95,688	101,908	104,408
12	85,714	91,285	97,219	103,538	106,038
13	87,085	92,746	98,774	105,194	107,694
14	88,478	94,229	100,354	106,877	109,377
15	89,894	95,737	101,960	108,587	111,087
16	91,332	97,269	103,591	110,324	112,824
17	92,793	98,825	105,249	112,090	114,590
18	94,278	100,406	106,932	113,883	116,383
19	95,786	102,012	108,643	115,705	118,205
20	97,319	103,645	110,382	117,557	120,057
21	98,876	105,303	112,148	119,438	121,938

SS-11
 7/1/2021
 2% COLA
 6.5% between columns
 Column V = Column IV+ \$2,500
 3.4% between steps up to 9
 1.6% between steps after 9

ALLAN HANCOCK JOINT COMMUNITY COLLEGE DISTRICT
 PARENT PARTICIPATION NURSERY & DAY CARE CENTER SALARY
 SCHEDULE
 JULY 1, 2021

STEP	COLUMN I	COLUMN II	COLUMN III	COLUMN IV
1	30,000	31,491	33,056	35,556
2	31,491	33,056	34,699	37,199
3	33,056	34,699	36,424	38,924
4	34,699	36,424	38,234	40,734
5	36,424	38,234	40,134	42,634
6	38,234	40,134	42,129	44,629
7	40,134	42,129	44,223	46,723
8	42,129	44,223	46,421	48,921
9	44,223	46,421	48,728	51,228
10	46,421	48,728	51,150	53,650
11	48,728	51,150	53,692	56,192
12	49,532	51,994	54,578	57,078
13	50,349	52,851	55,478	57,978
14	51,180	53,724	56,394	58,894
15	52,024	54,610	57,324	59,824
16	52,882	55,510	58,269	60,769
17	53,755	56,427	59,231	61,731
18	54,642	57,358	60,209	62,709
19	55,544	58,305	61,203	63,703
20	56,460	59,266	62,212	64,712
21	57,392	60,244	63,238	65,738

SS-60

07/01/21

2% COLA

4.97% Between Steps up to 11

1.65% Between After 11

4.97% Between Columns Column IV = Column III + \$2,500

ALLAN HANCOCK JOINT COMMUNITY COLLEGE DISTRICT
 PARENT PARTICIPATION NURSERY & DAY CARE CENTER SALARY
 SCHEDULE
40 HOUR WORK WEEK ONLY

JULY 1, 2021

STEP	COLUMN I	COLUMN II	COLUMN III	COLUMN IV
1	31,921	33,507	35,172	37,672
2	33,507	35,172	36,920	39,420
3	35,172	36,920	38,755	41,255
4	36,920	38,755	40,681	43,181
5	38,755	40,681	42,703	45,203
6	40,681	42,703	44,825	47,325
7	42,703	44,825	47,053	49,553
8	44,825	47,053	49,392	51,892
9	47,053	49,392	51,847	54,347
10	49,392	51,847	54,424	56,924
11	51,847	54,424	57,129	59,629
12	52,702	55,321	58,070	60,570
13	53,572	56,235	59,030	61,530
14	54,456	57,162	60,003	62,503
15	55,355	58,106	60,994	63,494
16	56,268	59,065	62,001	64,501
17	57,196	60,039	63,023	65,523
18	58,140	61,030	64,063	66,563
19	59,099	62,036	65,119	67,619
20	60,074	63,060	66,194	68,694
21	61,065	64,100	67,286	69,786

SS-61

7/1/21

2% COLA

4.97% Between Steps up to 11

1.65% Between After 11

4.97% Between Columns Column IV = Column III + \$2,500

ALLAN HANCOCK JOINT COMMUNITY COLLEGE DISTRICT

OVERLOAD AND EXTRA ASSIGNMENT SALARY SCHEDULE

Effective July 1, 2021

Lecture Rate							
STEP	COLUMN I	COLUMN II	COLUMN III	COLUMN IV	COLUMN V	COLUMN VI	COLUMN VII
1	39.03	42.01	43.27	45.43	47.71	50.10	53.11
2	40.91	43.93	45.26	47.51	49.89	52.37	55.52
3	42.82	45.82	47.21	49.55	52.04	54.63	57.91
4	44.69	47.70	49.14	51.59	54.16	56.89	59.73
5	46.66	49.61	51.12	53.69	56.39	59.18	62.72
6	48.53	51.56	53.22	55.76	58.56	61.48	65.15
7	50.28	53.40	54.98	57.75	60.64	63.68	67.49

SS-17

Lab I Rate							
STEP	COLUMN I	COLUMN II	COLUMN III	COLUMN IV	COLUMN V	COLUMN VI	COLUMN VII
1	38.13	41.06	42.28	44.42	46.63	48.95	51.89
2	39.97	42.93	44.22	46.43	48.76	51.19	54.26
3	41.85	44.77	46.12	48.44	50.84	53.38	56.60
4	43.66	46.61	48.02	50.42	52.92	55.59	58.36
5	45.60	48.50	49.97	52.47	55.09	57.83	61.30
6	47.43	50.39	52.02	54.48	57.23	60.08	63.66
7	49.14	52.19	53.75	56.44	59.26	62.22	65.96

SS-18

Lab II Rate							
STEP	COLUMN I	COLUMN II	COLUMN III	COLUMN IV	COLUMN V	COLUMN VI	COLUMN VII
1	37.23	40.10	41.30	43.37	45.53	47.83	50.68
2	39.06	41.94	43.19	45.36	47.62	50.00	52.99
3	40.88	43.74	45.06	47.30	49.67	52.15	55.29
4	42.65	45.52	46.90	49.25	51.69	54.29	57.02
5	44.54	47.37	48.80	51.24	53.81	56.49	59.87
6	46.33	49.20	50.80	53.22	55.89	58.68	62.19
7	48.00	50.97	52.49	55.13	57.89	60.78	64.43

SS-19

Lab III Rate							
STEP	COLUMN I	COLUMN II	COLUMN III	COLUMN IV	COLUMN V	COLUMN VI	COLUMN VII
1	33.71	36.29	37.37	39.24	41.21	43.27	45.85
2	35.33	37.95	39.09	41.03	43.09	45.23	47.95
3	36.97	39.56	40.76	42.80	44.93	47.20	50.02
4	38.60	41.20	42.45	44.55	46.77	49.13	51.58
5	40.30	42.86	44.15	46.37	48.68	51.10	54.17
6	41.92	44.52	45.96	48.15	50.57	53.11	56.26
7	43.43	46.12	47.48	49.88	52.37	54.99	58.29

SS-20

5% COLA
7/1/2021

ARTICLE 16 APPENDIX: 40 HOUR WORKWEEK POSITIONS

From Article 16.4.6: Forty-hour Workweek Option

The District in its discretion, may offer an employee a forty (40) hour workweek in order to increase their college service hours from two (2) hours weekly to five (5) hours weekly or to reduce an employee’s reassigned time by .10 FTEL. Employees on the forty (40) hour workweek schedule shall be paid using the approved prorated forty (40) hour workweek salary schedule at the employee’s regular column and step placement.

The following positions on the AP&P Technical Review Committee will be placed on a 40-hour workweek as indicated:

AP&P Technical Review Committee – Articulation Officer	40 hour workweek
AP&P Technical Review Committee – Member	40 hour workweek
AP&P Technical Review Committee – Member	40 hour workweek
AP&P Technical Review Committee – Member	40 hour workweek

ARTICLE 17 APPENDIX: EVALUATION FORM

Classroom/Worksite Observation Form

Colleague Feedback Form

Full-Time Faculty Evaluation Team Report

Full-Time Faculty Self-Evaluation Form (Probationary/Temporary)

Student/Parent Feedback Form

a. Instruction

b. Service Faculty

c. Children's Center/Parent

Classroom/Worksite Observation Form

(Section 17.11.1: Classroom/worksite observations are required for all probationary faculty. They are only required for tenured faculty who have never been observed providing instruction or service in the distance learning modality.)

Instructions: The focus during the observation is to describe events and collect data to be used in the evaluation.

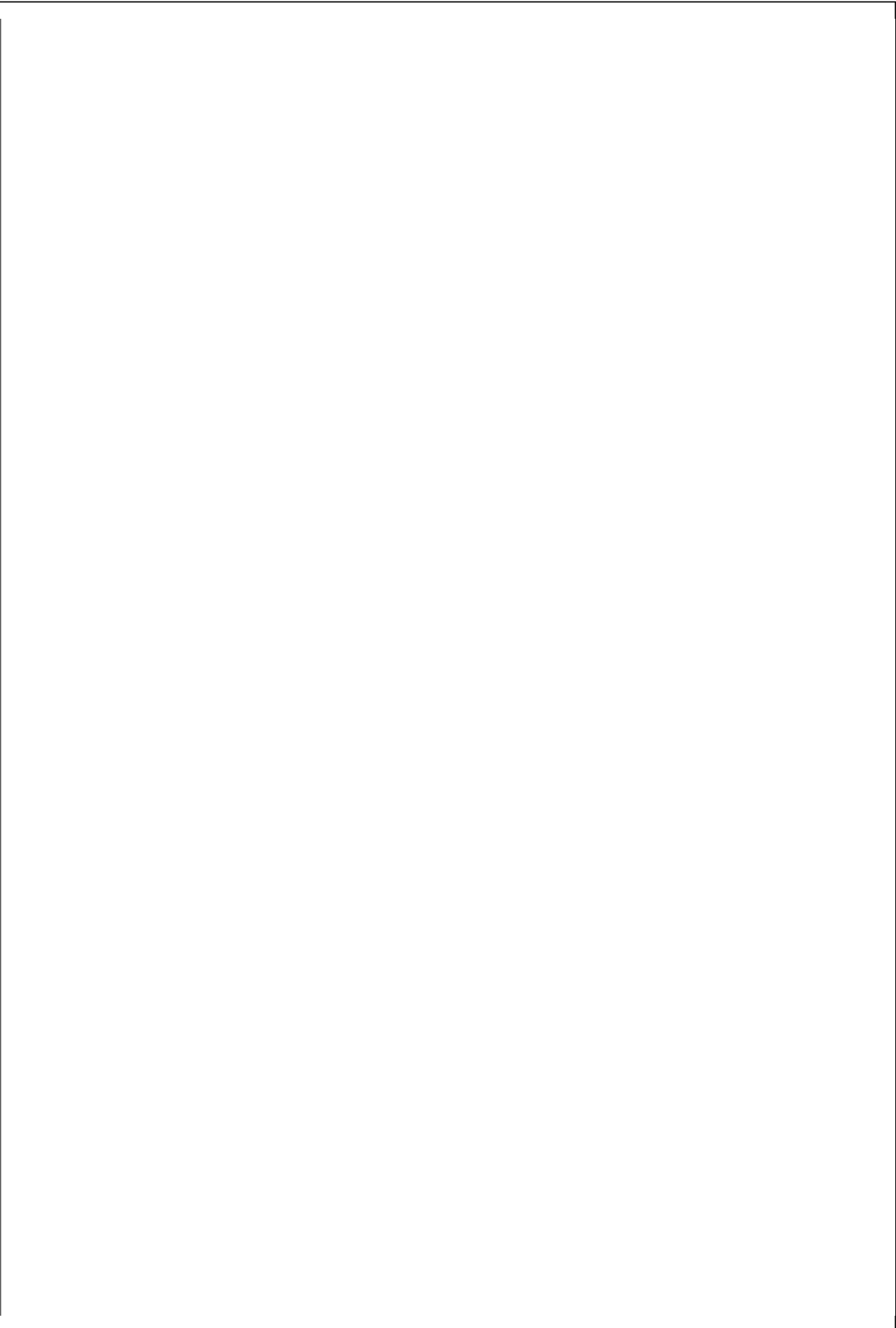
Observation for: _____
(Name of faculty member beingevaluated)

Observer: _____
(Name of team member conducting observation)

Date of Observation: _____ **Time:** _____

Course Prefix and Title or Type of Activity Observed: _____

Summary: Provide a brief documentation, without subjective commentary, of the activity being observed. You may include a chronology of the specific topics covered. Please indicate the number and the classifications (e.g., students, staff, faculty, physicians, nurses, patients) of people in attendance.



Please answer the following. Comments are encouraged; however, the selection of NEEDS IMPROVEMENTS or DISAGREE require explanation:

1. **Knowledge:** The faculty member is knowledgeable of the subject matter.

- Agree Needs Improvement Disagree Unable to Evaluate

Comments:

2. **Communication:** The faculty member provides clear and effective communication with students.

- Agree Needs Improvement Disagree Unable to Evaluate

Comments:

3. **Performance:** The faculty member utilizes appropriate techniques and materials in the performance of their assignment.

- Agree Needs Improvement Disagree Unable to Evaluate

Comments:

4. **Organizational skills:** The faculty member is organized.

- Agree Needs Improvement Disagree Unable to Evaluate

Comments:

5. **Respect to students/clients:** The faculty member demonstrates respect for the rights and responsibilities of students/clients as expressed in official college policies..

- Agree Needs Improvement Disagree Unable to Evaluate

Comments:

6. **Evaluation Measurements:** The faculty member uses appropriate student assessment methods.

- Agree Needs Improvement Disagree Unable to Evaluate

Comments:

7. **Use of technology:** The faculty member uses the District course management system for fully online or hybrid course sections.

- Agree Needs Improvement Disagree Unable to Evaluate

Comments:

Observer's Signature _____

Date _____

Response from faculty member being evaluated (optional)

Faculty's Member's Signature _____

Date _____

Colleague Feedback Instructions

Statement of Purpose: Your thoughtful responses to the following items will assist in the evaluation of the below listed faculty member.

Evaluation Process: Please answer the items based on your direct knowledge of the employee's performance only as it relates to the assignment indicated. Avoid answering questions based on hearsay or speculation. If you do not have direct knowledge please indicate "C" (Not Observed). Feedback forms must be signed. Your name will not appear on the form shared with the faculty member. The faculty member will see your responses only. Do not discuss items or responses with other employees.

Faculty Member Name: _____

Assignment(s) being evaluated: _____

Directions: Choose the answer that best describes your response to the following statements of the faculty member in their primary assignment.

A. Agree

B. Disagree

C. Not Observed

1. I have frequent and regular contact with this faculty member.
2. The faculty member demonstrates knowledge of their teaching field or assignment.
3. The faculty member communicates effectively in written and oral English.
4. The faculty member seems organized in their assignment.
5. The faculty member seems objective and fair in the evaluation of students.
6. The faculty member respects the rights and needs of students.
7. The faculty member acknowledges and defends the free inquiry of their associates in the exchange of ideas.
8. The faculty member acknowledges debts (crediting sources to avoid plagiarism).
9. The faculty member acts ethically and with a sense of personal integrity.
10. The faculty member establishes and maintains cooperative working relationships among faculty, staff and administrators.
11. The faculty member develops appropriate materials related to their assignment.
12. The faculty member incorporates appropriate student assessment methods.
13. The faculty member uses the District's course management system in online and hybrid modalities.

Explain any "Disagree" responses. (Provide an example)

Completed by: _

Date: _

**Full-time Faculty Evaluation Team Report
(Article 17 –Evaluations)**

Semester: _____ Academic Year: _

Name: _____ Title: _

Department: _____ Division: _

Division Supervisor: _

Faculty Status (check one): Regular (Tenured) Probationary (tenure track) Temporary

If probationary, check one: 1st year 2nd year 3rd year 4th year

If Temporary, check one: 1st year 2nd year 3rd year 4th year over 4 years

Evaluation Type and Cycle (17.6) (check one):

Probationary faculty (tenure track) 1st 2nd 3rd 5th 7th semester

Regular Faculty (Tenured) triennial

Temporary Faculty 1st yr. 2nd yr. 3rd yr. 4th yr.

Triennial Off cycle (indicate reason): _

Evaluation Team Members (17.9):

Supervisor: _

Faculty member (Supervisor designee): _

Faculty member (Faculty designee): _

Evaluation process (17.10) used in this evaluation:

SGID (required for probationary/temporary faculty; faculty option for regular faculty) (attach results)

Classroom/worksite observation (required for probationary/temporary faculty) (attach results)

Self-evaluation Form(attach)

Student/Parent Feedback Forms (attach results summary)

Colleague Feedback form (attach results summary)

The following section summarizes the assessment of the faculty member's performance based on the input collected during the evaluations process. For each area of evaluation refer to the appropriate rubric pertaining to the faculty member's primary assignment.

Rate the following areas based on the information gathered from the evaluation process.

Comments are required when performance is below standards	Meets Standards	Does not meet standards	Not observed	Not applicable to assignment
Section 1: COMPETENCY(17.3.1)				
1. Knowledge of teaching field or assignment	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
2. Effective communication with students	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
3. Performance techniques	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
4. Organization skills	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
5. Use appropriate materials related to assignment	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
6. Incorporation of appropriate student assessment methods	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
7. Evidence of meeting course objectives	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
8. Use of the district's course management systems	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
9. Use of appropriate technology	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Section 1 narrative comments required for does not meet standards ratings.				
Section 2: STUDENTS(17.3.2)				
1. Objectivity and fairness in the evaluation and discussion of student work	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
2. Maintenance of contractual obligations to hold regular and timely office hours.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
3. Respect for the rights and responsibilities of students as expressed in official college policies	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
4. Appropriate record keeping and reporting	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Section 2 narrative comments required for does not meet standards ratings.	Meets Standards	Does not meet standards	Not observed	Not applicable to assignment
Section 3: COLLEAGUES(17.3.3)				
1. Acknowledging and defending the free inquiry of their associates in the exchange of ideas	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
2. Acknowledging academic debts (crediting sources to avoid plagiarism)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
3. Acting in accordance with the ethics of the profession and with a sense of personal integrity	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
4. Establishing and maintaining cooperative working relationships among faculty, administrators, and staff	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Section 3 narrative comments required for does not meet standards ratings.				
Section 4: PROFESSIONAL GROWTH (17.3.4)				
1. Maintained 36 hours of professional development per Article 16 of the contract.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Section 4 narrative comments required for does not meet standards ratings.				
Section 5: COLLEGE SERVICE (17.4)				
1. Meets Professional Responsibilities average 2 hours per week per Article 16 of the contract.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Section 5 narrative comments required for does not meet standards ratings.				

Evaluation Team's Final Assessment

Evaluation team's assessment of how well the faculty member meets the criteria in 17.3 of the contractual agreement.

Satisfactory

Unsatisfactory

Evaluation Team Recommendation

Continue employment pursuant to terms and conditions of their appropriate status

Continue employment under the following condition:

an off cycle evaluation to be conducted: _

specified goals to be completed by (see attached): _

specified training to be completed by (see attached): _

Award Tenure

Deny Tenure

Evaluation Team Signatures

Supervisor:

Date_

Faculty team member:

Date_

Faculty team member:

Date_

Acknowledgement Statement

I have read this report and have had the opportunity to discuss it with each of the evaluation team members. My signature indicated receipt of the evaluation report and not necessarily agreement with the evaluation. I am aware I have the right to discuss this evaluation with my vice-president, if I so desire, and may submit a written response to the evaluation within eight (8) days after receipt of the report.

Signature of Faculty Member

Date

Vice-president review and recommendation

I have reviewed the evaluation and recommend the following for the faculty member:

Continue employment pursuant to terms and conditions of their appropriate status.

Continue employment under the following condition:

an off cycle evaluation to be conducted: _

specified goals to be completed by (see attached): _

specified training to be completed by (see attached): _

Award tenure.

Deny tenure.

Appropriate Vice President

Date

Original to Faculty Member Personnel File in Human Resources

Copy to Faculty Member

Faculty Self-Evaluation Form (Article 17 Evaluations)

Name:

Academic Year and Semester: _

Supervisor: _

Instructions: Refer to Article 17 of the Agreement (contract) between the District and the Faculty Association to complete this self-evaluation form. Pursuant to Article 17.3, bargaining unit members are responsible for an average of two hours per week of professional responsibilities. Complete this form and submit it to the evaluation team by the date indicated in your evaluation timeline as provided during your initial meeting. This form does not include evaluation of reassignments.

Faculty Status (check one):

- Probationary (Tenure Track)
Check one: 1st year 2nd year 3rd year 4th year
- Temporary
Check one: 1st year 2nd year 3rd year 4th year
- Over 4 years

Section 1A: List all assignment(s)/duties for this semester *(You may provide an attachment)*

Section 1B: List all assignments/duties for each semester since your last evaluation

Section 2: Is your current assignment typical of your previous assignments since your last evaluation? If not, please explain.

Section 3: Criteria and Expectations

Briefly indicate how you met each of the following contractual evaluation areas. Provide at least one example. You may attach examples and indicate a reference to it (i.e., see attached course syllabus; or, see attached student planning sheet, etc.). Indicate N/A if an area does not apply to your assignment.

COMPETENCY (17.3.1)	
a.	Knowledge of teaching field or assignment
b.	Effective communication with students
c.	Teaching, counseling, or other service techniques
d.	Organization skills
e.	Use of appropriate materials related to your assignment
f.	Incorporation of appropriate student assessment methods in your assignment

g. Evidence of meeting course or service objectives

h. Use of appropriate technology in your assignment

STUDENTS (17.3.2)

a. Objectivity and fairness in the evaluation and discussion of student work.

b. Maintenance of contractual obligations to hold regular and timely office hours.

c. Respect for the rights and responsibilities of students as expressed in official college policies.

d. Appropriate record keeping and reporting.

COLLEAGUES (17.3.3)

a. Acknowledging and defending the free inquiry of their associates in the exchange of ideas.

b. Acknowledging academic debts (crediting sources to avoid plagiarism).

c. Acting in accordance with the ethics of the profession and with a sense of personal integrity.

d. Establishing and maintaining cooperative working relationships among faculty, administrators, and staff.

PROFESSIONAL DEVELOPMENT (17.3.4)

a. Maintained 36 hours of professional development per Article 16.

Attach a summary of the hours. If you did not maintain 36 hours annually, explain why:

COLLEGE SERVICE(17.4)

a. Indicate how you satisfied the requirements of Article 17.3.5:

Section 4: Professional Conditions Survey

Please complete the following survey:

A. Very Satisfied B. Somewhat Satisfied C. Somewhat Dissatisfied D. Very Dissatisfied

How satisfied are you with:

- | | | | | |
|--|-------------------------|-------------------------|-------------------------|-------------------------|
| 1. Your level of performance in your assignments. | <input type="radio"/> A | <input type="radio"/> B | <input type="radio"/> C | <input type="radio"/> D |
| 2. The level and quality of clerical support you receive. | <input type="radio"/> A | <input type="radio"/> B | <input type="radio"/> C | <input type="radio"/> D |
| 3. The level and quality of technical support you receive. | <input type="radio"/> A | <input type="radio"/> B | <input type="radio"/> C | <input type="radio"/> D |
| 4. The adequacy and quality of facilities. | <input type="radio"/> A | <input type="radio"/> B | <input type="radio"/> C | <input type="radio"/> D |
| 5. The quantity and quality of equipment. | <input type="radio"/> A | <input type="radio"/> B | <input type="radio"/> C | <input type="radio"/> D |
| 6. The level and quality of department level support. | <input type="radio"/> A | <input type="radio"/> B | <input type="radio"/> C | <input type="radio"/> D |
| 7. The level and quality of administrative support. | <input type="radio"/> A | <input type="radio"/> B | <input type="radio"/> C | <input type="radio"/> D |
| 8. Overall satisfaction. | <input type="radio"/> A | <input type="radio"/> B | <input type="radio"/> C | <input type="radio"/> D |

Section 5: Comments

You may use this section to explain answers or provide comments you feel will assist the team in reviewing your evaluation.

Student Feedback of Instruction

Purpose: Your thoughtful responses to the following items will help improve instruction. Your cooperation in completing this form is appreciated.

Process: This feedback will be provided anonymously. Do not put your name on the answer sheet. The instructor will see the written responses only after final grades have been submitted.

Directions: Choose the answer that best describes your response to the following statements. If an item does not apply to a particular course, subject, or instructor, choose option E (No Opinion).

A. Strongly Agree B. Agree C. Disagree D. Strongly Disagree E. No Opinion

1. The instructor demonstrates knowledge of the course subject.
2. The instructor uses appropriate materials in this course.
3. The instructor's written and verbal explanations are clear.
4. The instructor's techniques are interesting and thought-provoking.
5. The instructor seems organized.
6. The instructor makes regular attempts to communicate with me.
7. The instructor has communicated what is expected of me to succeed in this course.
8. The instructor grades my work fairly and objectively.
9. The instructor is available during their office hour.
10. The instructor is respectful of students.
11. The instructor keeps records of my grades and makes them reasonably available to me.
12. I think the instructor is an effective teacher.

Comments related to the above questions are encouraged.

Student Feedback on Service

Purpose: Your thoughtful responses to the following items will help improve services. Your cooperation in completing this form is appreciated,

Process: This feedback will be provided anonymously. Do not put your name on the answer sheet.

Please check the appropriate box:

Counselor Academic Specialist Health Services Librarian

Directions: Choose the answer that best describes your response to the following statements. If an item does not apply to this particular faculty member, choose option "E" (No Opinion).

A. Strongly Agree B. Agree C. Disagree D. Strongly Disagree E. No Opinion

1. The faculty member demonstrates knowledge of their service assignment while assisting me.
2. The faculty member answered my questions clearly.
3. The faculty member performed their service to my satisfaction.
4. The faculty member seemed organized.
5. The faculty member provided me with appropriate materials that were helpful.
6. The faculty member appropriately assessed my needs.
7. The faculty member treated me with respect.
8. I think this faculty member is effective in their service assignment.

Comments related to the above questions are encouraged.

Parent Feedback on Children's Center Teaching

Purpose: Your thoughtful responses to the following items will help improve teaching. Your cooperation in completing this form is appreciated.

Process: This evaluation should be done anonymously. Do not put your name on the answer sheet.

Directions: Choose the answer that best describes your response to the following statements. If an item is not applicable to a particular course, subject, or instructor, choose E.

A. Strongly Agree B. Agree C. Disagree D. Strongly Disagree E. No Opinion

1. The teacher demonstrates knowledge of their teaching field or assignment.
2. The teacher communicates clearly.
3. The teacher's techniques are interesting and engaging.
4. The teacher seems organized.
5. The teacher has communicated what is expected of me and my child to succeed in this program.
6. The teacher is fair and objective when addressing rules and procedures.
7. The teacher has been willing to meet with me when needed.
8. The teacher is respectful of the children and parents.
9. I think this teacher is an effective teacher.

Please include comments:

Department Chair Job Description

Department Chair

Department chairs are tenured or tenure-track faculty who provide academic and organizational leadership to their respective departments and colleagues. The department chair serves as liaison to the area dean and vice president, academic affairs with regard to academic, curricular, professional, and operational business of the department.

Each department has the choice of

1. electing its department chair, subject to the approval of the superintendent/president and appointment by board of trustees, with elections conducted by the Academic Senate; or
2. requesting that the superintendent/president appoint the department chair.

A department chair's term of office shall be set according to BP/AP 7218.

Department chairs are responsible for the timely performance of their duties, as described below. These are administrative duties for which the district may provide reassigned time. It is the responsibility of the area dean and vice president, academic affairs to evaluate the department chairs' performance of these duties.

Recruitment

1. Ensure program review reflects department and program need for new and replacement faculty and classified staff positions. In consultation with department faculty, prepare and submit faculty position requests for prioritization.
2. In consultation with department faculty and dean, recommend classified staff positions for prioritization.
3. In consultation with department faculty and Human Resources, develop position-specific job announcements. Recommend discipline-appropriate venues for marketing and advertising positions to Human Resources.
4. Provide coordination with Human Resources and administration for recruiting, screening, interviewing, and recommending prospective full-time faculty.
5. In conjunction with discipline faculty, recruit, screen, and recommend to the District, the appointment of part-time faculty.
6. Provide department orientation for new faculty.

Scheduling and Catalog

1. In coordination with program coordinators and faculty, build and propose schedules of classes that meet student needs and are responsive to changing enrollment demands.
2. While decisions on assignments, including reassignments and cancellations, will be announced by the district, department chairs will assist in making faculty aware this information is available.
3. Verify accuracy of course information for all departmental credit classes to be listed in each class schedule.
4. Provide input to the dean if the schedule needs to be modified because of faculty changes, course additions, and cancellations.
5. Work with the Office of Public Affairs to promote department offerings as needed.
6. Facilitate review of department-level catalog changes and updates.

Curriculum and Program Development

1. Inform/remind department of established review cycles and curriculum review standards.
2. Facilitate, review, and approve department proposals submitted to the Academic Policy & Planning (AP&P) Committee for new programs, courses, and/or course or program modifications, in accordance with established timelines.
3. In consultation with department faculty, facilitate the assessment cycle (development, assessment, and continuous improvement) for courses and programs according to established timelines and required documentation. Monitor course and program review activities, and report department progress to the area dean.
4. Share assessment results and improvement plans with department faculty and others.

5. In consultation with discipline faculty, approve student requests for waivers and/or substitutions.
6. In consultation with discipline faculty, approve concurrent enrollment requests.

Department Leadership

1. Convene and chair department meetings on a regular basis, but at least monthly during fall and spring semesters.
2. Coordinate and communicate department practices.
3. Represent the department at department chair meetings.
4. Serve as the liaison between the department and the area dean.
5. In accordance with BP/AP 3255, provide support for the preparation of program review(s).
6. Communicate with and solicit information from department faculty, including relevant updates from committees, college-wide initiatives, and other issues that may affect the department.
7. Notify department of openings on campus councils and committees.
8. Communicate to department faculty any required deadlines related to their professional obligations (e.g., census rosters, textbook orders, grades).
9. As applicable, form and schedule advisory committees to:
 - identify members;
 - develop agendas;
 - participate in meetings;
 - produce minutes when required by Education Code.
10. As applicable, work with department members to comply with special accreditation and licensing requirements.
11. Participate in department chair training.
12. Act as liaison to the college advancement office.
13. Review textbook orders and coordinate the acquisition of instructional materials.
14. Request faculty office space assignments.
15. Review documents requiring chair signature for accuracy and completeness.
16. Coordinate with area dean to ensure instructional coverage for courses during faculty absences.

Student and Community Relations

1. Communicate department outreach and other public activities in the community with public affairs and college advancement offices, as appropriate.
2. Respond to student and community member complaints. In accordance with Board Policy and Administrative Procedure 5530, facilitate resolution of matters involving students and faculty. In cases of student complaints about harassment or discrimination, direct students to Board Policies and Administrative Procedures 3410, 3430, and Administrative Procedure 3435.

Budget and Resources

1. In consultation with the department faculty and staff, identify and prioritize department resource needs and expenditures and submit resource requests through the annual program review process.
2. As appropriate, participate in planning for facilities maintenance and upgrades.
3. Review and approve department budget transfers and purchase requests for new and replacement equipment, hardware and software, facilities, and other needs.

Department Chair Self-Evaluation Form

Academic Year and Semester: _____
Supervisor: _____

Please complete the following survey (While any answer may be supported by comments, all "Does Not Meet Expectations" answers require comment/explanation):

A. Exceeds Expectations B. Meets Expectations C. Does Not Meet Expectations
D. Not Applicable or Observed

Recruitment

How satisfied are you with:

1. Your level of performance in ensuring program review reflects department and program need for new and replacement faculty and classified staff positions.

A B C D

2. The level of input you were able to provide in recommending classified staff positions for prioritization.

A B C D

3. Your level of performance in working with department faculty and Human Resources, develop position-specific job announcements and recommending discipline-appropriate venues for marketing and advertising positions to Human Resources.

A B C D

4. Your level of performance in providing coordination, with Human Resources and administration, for recruiting, screening, interviewing, and recommending prospective full-time faculty.

A B C D

5. Your level of performance in working with discipline faculty to recruit, screen, and recommend to the District, the appointment of part-time faculty.

A B C D

6. Your ability to provide department orientation for new faculty.

A B C D

Schedule and Catalog

How satisfied are you with:

1. Your ability to, in coordination with program coordinators and faculty, build and propose schedules of classes that meet student needs and are responsive to changing enrollment demands.

A B C D

2. Your level of performance in assisting the area dean by reinforcing the announcements of District decisions on faculty assignments and course status.

A B C D

3. Your ability to verify accuracy of course information for all departmental credit classes to be listed in each class schedule.

A B C D

4. Your ability to provide input to the area dean if the schedule needs to be modified because of faculty changes, course additions, and cancellations.

A B C D

5. Your level of performance in assisting the Office of Public Affairs and Communications to promote department offerings as needed.

A B C D

6. Your level of performance in facilitating the review of department-level catalog changes and updates.

A B C D

Curriculum and Program Development

How satisfied are you with:

1. Your level of performance informing/reminding members of the department of established review cycles and curriculum review standards.

A B C D

2. Your level of performance facilitating, reviewing, and approving department proposals submitted to the Academic Policy & Planning (AP&P) Committee for new programs, courses, and/or course or program modifications, in accordance with established timelines.

A B C D

3. Your level of performance, in consultation with department faculty, facilitating the assessment cycle (development, assessment, and continuous improvement) for courses and programs according to established timelines and required documentation; monitoring course and program review activities, and reporting department progress to the area dean.

A B C D

4. Your ability to share assessment results and improvement plans with department faculty and others.

A B C D

5. Your ability to, in consultation with discipline faculty, approve student requests for waivers and/or substitutions.

A B C D

6. Your ability to, in consultation with discipline faculty, approve concurrent enrollment requests.

A B C D

Department Leadership

How satisfied are you with:

1. Your ability to convene and chair department meetings on a regular basis, but at least monthly during fall and spring semesters.

A B C D

2. Your level of performance coordinating and communicating department practices.

A B C D

3. Your ability to represent the department at department chair meetings.

A B C D

4. Your ability to serve as the liaison between the department and the area dean.
 A B C D
5. Your level of performance provide support, In accordance with BP/AP 3255, for the preparation of program review(s).
 A B C D
6. Your ability to communicate with and solicit information from department faculty, including relevant updates from committees, college-wide initiatives, and other issues that may affect the department.
 A B C D
7. Your level of performance notifying department of openings on campus councils and committees.
 A B C D
8. Your ability to communicate to department faculty any required deadlines related to their professional obligations (e.g., census rosters, textbook orders, grades).
 A B C D
9. Your level of performance, as applicable, in forming and scheduling advisory committees to:
a. identify members;
b. develop agendas;
c. participate in meetings;
d. produce minutes or meeting notes when required by Education Code.
 A B C D
10. Your level of performance, as applicable, working with department members to comply with special accreditation and licensing requirements.
 A B C D
11. Your ability to participate in department chair training.
 A B C D
12. Your level of performance acting as liaison to the college advancement office.
 A B C D
13. Your level of performance reviewing textbook orders and coordinating the acquisition of instructional materials.
 A B C D
14. Your ability to request faculty office space assignments.
 A B C D
15. Your level of performance reviewing documents requiring chair signature for accuracy and completeness.
 A B C D
16. Your ability to coordinate with area dean to ensure instructional coverage for courses during faculty absences.
 A B C D

Student and Community Relations

How satisfied are you with:

1. Your level of performance communicating department outreach and other public activities in the community with public affairs and college advancement offices, as appropriate.

A B C D

2. Your level of performance responding to student and community member complaints. In accordance with Board Policy and Administrative Procedure 5530, the department chair facilitates resolution of matters involving students and faculty. In cases of student complaints about harassment or discrimination, the department chair directs students to Board Policies and Administrative Procedures 3410, 3430, and Administrative Procedure 3435.

A B C D

Budget and Resources

How satisfied are you with:

1. Your level of performance, working in consultation with department faculty and staff, in the identification and prioritization of department resource needs and expenditures and submittal of resource requests through the annual program review process.

A B C D

2. Your ability to participate, as appropriate, in planning for facilities maintenance and upgrades.

A B C D

3. Your level of performance in the review and approval of department budget transfers and purchase requests for new and replacement equipment, hardware and software, facilities, and other needs.

A B C D

Comments

You may use this section (and additional space/pages) to explain answers or provide comments you feel will assist the team in reviewing your evaluation.

Department Chair Evaluation (Supervisor)

Academic Year and Semester: _____

Department Chair: _____

Please complete the following survey (While any answer may be supported by comments, all "Does Not Meet Expectations" answers require comment/explanation):

- A. Exceeds Expectations** **B. Meets Expectations** **C. Does Not Meet Expectations**
D. Not Applicable

Recruitment

7. Ensures program review reflects department and program need for new and replacement faculty and classified staff positions. In consultation with department faculty, prepares and submits faculty position requests for prioritization.
- A B C D
8. In consultation with department faculty and dean, recommends classified staff positions for prioritization.
- A B C D
9. In consultation with department faculty, area dean, and Human Resources, develops position-specific job announcements. Recommends discipline-appropriate venues for marketing and advertising positions to Human Resources.
- A B C D
10. Provides coordination with Human Resources and administration for recruiting, screening, interviewing, and recommending prospective full-time faculty.
- A B C D
11. In conjunction with discipline faculty, recruits, screens, and recommends to the District the appointment of part-time faculty.
- A B C D
12. Provides department orientation for new faculty.
- A B C D

Scheduling and Catalog

7. In coordination with program coordinators and faculty, builds and proposes schedules of classes that meet student needs and are responsive to changing enrollment demands.
- A B C D

8. While decisions on assignments, including reassignments and cancellations, will be announced by the district, department chair assists in making faculty aware this information is available.
- A B C D
9. Verifies accuracy of course information for all departmental credit classes to be listed in each class schedule.
- A B C D
10. Provides input to the dean if the schedule needs to be modified because of faculty changes, course additions, and cancellations.
- A B C D
11. Works with the Office of Public Affairs and Communications to promote department offerings as needed.
- A B C D
12. Facilitates review of department-level catalog changes and updates.
- A B C D

Curriculum and Program Development

7. Informs/reminds department of established review cycles and curriculum review standards.
- A B C D
8. Facilitates, reviews, and approves department proposals submitted to the Academic Policy & Planning (AP&P) Committee for new programs, courses, and/or course or program modifications, in accordance with established timelines.
- A B C D
9. In consultation with department faculty, facilitates the assessment cycle (development, assessment, and continuous improvement) for courses and programs according to established timelines and required documentation. Monitors course and program review activities, and reports department progress to the area dean.
- A B C D
10. Shares assessment results and improvement plans with department faculty and others.
- A B C D
11. In consultation with discipline faculty, approves student requests for waivers and/or substitutions.
- A B C D

12. In consultation with discipline faculty, approves concurrent enrollment requests.

- A B C D

Department Leadership

17. Convenes and chairs department meetings on a regular basis, but at least monthly during fall and spring semesters.

- A B C D

18. Coordinates and communicates department practices.

- A B C D

19. Represents the department at department chair meetings.

- A B C D

20. Serves as the liaison between the department and the area dean.

- A B C D

21. In accordance with BP/AP 3255, provides support for the preparation of program review(s).

- A B C D

22. Communicates with and solicits information from department faculty, including relevant updates from committees, college-wide initiatives, and other issues that may affect the department.

- A B C D

23. Notifies department of openings on campus councils and committees.

- A B C D

24. Communicates to department faculty any required deadlines related to their professional obligations (e.g., census rosters, textbook orders, grades).

- A B C D

25. As applicable, forms and schedules advisory committees to:

- identify members;
- develop agendas;
- participate in meetings;
- produce minutes when required by Education Code.

- A B C D

26. As applicable, works with department members to comply with accreditation and licensing requirements and Board policies.

- A B C D

27. Participates in department chair training.

- A B C D

28. Acts as liaison to the college advancement office.

- A B C D

29. Reviews textbook orders and coordinates the acquisition of instructional materials.

- A B C D

30. Requests faculty office space assignments.

- A B C D

31. Reviews documents requiring chair signature for accuracy and completeness.

- A B C D

32. Coordinates with area dean to ensure instructional coverage for courses during faculty absences.

- A B C D

Student and Community Relations

3. Communicates department outreach and other public activities in the community with public affairs and college advancement offices, as appropriate.

- A B C D

4. Responds to student and community member complaints. In accordance with Board Policy and Administrative Procedure 5530, facilitates resolution of matters involving students and faculty. In cases of student complaints about harassment or discrimination, directs students to Board Policies and Administrative Procedures 3410, 3430, and Administrative Procedure 3435.

- A B C D

Budget and Resources

4. In consultation with the department faculty and staff, identifies and prioritizes department resource needs and expenditures and submits resource requests through the annual program review process.

- A B C D

5. As appropriate, participates in planning for facilities maintenance and upgrades.

- A B C D

6. Reviews and approves department budget transfers and purchase requests for new and replacement equipment, hardware and software, facilities, and other needs.

- A B C D

Department Chair Peer Evaluation Form

Academic Year and Semester: _____
Department Chair: _____

Please complete the following survey (While any answer may be supported by comments, all "Does Not Meet Expectations" answers require comment/explanation):

A. Exceeds Expectations **B. Meets Expectations** **C. Does Not Meet Expectations**
D. Not Applicable or Observed

Recruitment

1. The department's voice is being represented by the department chair in the recruitment of new faculty.

A B C D

Scheduling and Catalog

1. The chair coordinates with program coordinators and faculty to build and propose schedules that reflect student needs and changing enrollment demands.

A B C D

Curriculum and Program Development

1. The chair maintains appropriate timelines for proposals submitted to AP&P.

A B C D

2. The chair, in consultation with department faculty, facilitates assessment and review cycles.

A B C D

3. The chair, in consultation with discipline faculty, approves student requests for waivers and/or substitutions.

A B C D

4. The chair, in consultation with discipline faculty, approves concurrent enrollment requests.

A B C D

Department Leadership

1. The chair convenes regular monthly department meetings.

A B C D

2. The chair represents the will of the department to college administration and other departments.

A B C D

3. As applicable, the chair works with department members to comply with accreditation and licensing requirements and Board policies.

A B C D

Student and Community Relations

1. The chair, responds appropriately according to Board policy in responding to student and community member complaints.

A B C D

Budget and Resources

1. The chair reflects the will of the department in resource prioritization.

A B C D

Comments

You may use this section (and additional space/pages) to explain answers or provide comments you feel will assist the team in reviewing your evaluation.

Sport Coach Job Description

Provides coordination/oversight of all activities related to operation, organization, and administration of intercollegiate sport. The position will include evening and weekend activities at a variety of sites, including off-campus.

Administrative Responsibilities

- organize and schedule practices and contests
- oversee and work within team budgets
- collaborate with equipment manager in purchasing equipment in the sport
- organize fundraising, marketing, and promotions as needed
- assist in hiring of assistant coaches in the sport
- participate in department and college activities
- plan and organize instructional materials specific to sport objectives
- coordinate team travel, including necessary documentation for meals, lodging, and transportation
- serve as chair for program review and develop and submit annual updates

Professional Organizations

- abide by all standards set forth by California Community College Athletic Association, athletic conference, and any other sport-specific governing body
- maintain currency with NCAA Division I, II, & III, NAIA transfer requirements
- participate with sport-specific coaching associations (cost to be covered by district; travel per Article 16.10)

Student Athlete Engagement

- recruit prospective student athletes and assist in their enrollment to AHC
- participate in the student-athlete retention program
- evaluate and guide students in reference to their sport and conduct
- assist student athletes in achieving stated academic objectives and transfer to four-year institutions
- implement and execute practice plans, off-season training, and provide player direction for athletic contests
- enforce student compliance of department-specific policy and procedures such as student athlete codes of conduct

Coach Self-Evaluation Form

Academic Year and Semester: _____

Department Chair: _____

Please complete the following survey (While any answer may be supported by comments, all "Does Not Meet Expectations" answers require comment/explanation):

A. Exceeds Expectations

B. Meets Expectations

C. Does Not Meet Expectations

D. Not Applicable or Observed

Administrative Responsibilities

How satisfied are you with:

1. Your level of performance in organizing and scheduling practices and contests

A B C D

2. Your level of performance in overseeing and working within team budgets

A B C D

3. Your level of performance in collaborating with equipment manager in purchasing equipment in the sport

A B C D

4. Your level of performance in organizing fundraising, marketing, and promotions as needed

A B C D

5. Your level of performance in assisting in hiring of assistant coaches in the sport

A B C D

6. Your level of performance in participating in department and college activities

A B C D

7. Your level of performance in planning and organizing instructional materials specific to sport objectives

A B C D

8. Your level of performance in coordinating team travel, including necessary documentation for meals, lodging, and transportation

A B C D

9. Your level of performance in serving as chair for program review and developing and submitting annual updates

A B C D

Professional Organizations

How satisfied are you with:

1. Your level of performance in abiding by all standards set forth by California Community College Athletic Association, athletic conference, and any other sport-specific governing body

A B C D

2. Your level of performance in maintaining currency with NCAA Division I, II, & III, NAIA transfer requirements

A B C D

3. Your level of performance in participating with sport-specific coaching associations

A B C D

Student Athlete Engagement

How satisfied are you with:

1. Your level of performance in recruiting prospective student athletes and assisting in their enrollment to AHC

A B C D

2. Your level of performance in participating in the student-athlete retention program

A B C D

3. Your level of performance in evaluating and guiding students in reference to their sport and conduct

A B C D

4. Your level of performance in assisting student athletes in achieving stated academic objectives and transfer to four-year institutions

A B C D

5. Your level of performance in implementing and executing practice plans, off-season training, and providing player direction for athletic contests

A B C D

6. Your level of performance in enforcing student compliance of department-specific policy and procedures such as student athlete codes of conduct

A B C D

Coach Supervisor Evaluation Form

Academic Year and Semester: _____

Department Chair: _____

Please complete the following survey (While any answer may be supported by comments, all "Does Not Meet Expectations" answers require comment/explanation):

A. Exceeds Expectations

B. Meets Expectations

C. Does Not Meet Expectations

D. Not Applicable or Observed

Administrative Responsibilities

1. The coach organizes and schedules practices and contests.
 A B C D
2. The coach oversees and works within team budgets.
 A B C D
3. The coach collaborates with equipment manager in purchasing equipment in the sport.
 A B C D
4. The coach organizes fundraising, marketing, and promotions as needed.
 A B C D
5. The coach assists in hiring of assistant coaches in the sport.
 A B C D
6. The coach participates in department and college activities.
 A B C D
7. The coach plans and organizes instructional materials specific to sport objectives.
 A B C D

8. The coach coordinates team travel, including necessary documentation for meals, lodging, and transportation.

A B C D

9. The coach serves as chair for program review and develops and submits annual updates.

A B C D

Professional Organizations

1. The coach abides by all standards set forth by California Community College Athletic Association, athletic conference, and any other sport-specific governing body.

A B C D

2. The coach maintains currency with NCAA Division I, II, & III, NAIA transfer requirements.

A B C D

3. The coach participates with sport-specific coaching associations.

A B C D

Student Athlete Engagement

1. The coach recruits prospective student athletes and assists in their enrollment to AHC.

A B C D

2. The coach participates in the student-athlete retention program.

A B C D

3. The coach evaluates and guides students in reference to their sport and conduct.

A B C D

4. The coach implements and executes practice plans, off-season training, and provides player direction for athletic contests.

A B C D

5. The coach enforces student compliance of department-specific policy and procedures such as student athlete codes of conduct.

A B C D

Coach Peer Evaluation Form

Academic Year and Semester: _____

Department Chair: _____

Please complete the following survey (While any answer may be supported by comments, all "Does Not Meet Expectations" answers require comment/explanation):

A. Exceeds Expectations

B. Meets Expectations

C. Does Not Meet Expectations

D. Not Applicable or Observed

Administrative Responsibilities

1. The coach organizes and schedules practices and contests
 A B C D
2. The coach collaborates with equipment manager in purchasing equipment in the sport.
 A B C D
3. The coach participates in department and college activities.
 A B C D
4. The coach serves as chair for program review and develops and submits annual updates.
 A B C D

Student Athlete Engagement

1. The coach evaluates and guides students in reference to their sport and conduct.
 A B C D
2. The coach implements and executes practice plans, off-season training, and provides player direction for athletic contests.
 A B C D

ARTICLE 18 APPENDIX: REASSIGNED TIME MATRIX

POSITION	APPROVED FTEF
Academic Senate	2.200
Academic SLO Coordinator	0.400
Agribusiness Coordinator	0.400
Biology 100 Coordinator	0.100
Certified Nursing Assistant Coordinator	0.400
Culinary Arts Coordinator	0.400
Dance Coordinator	0.400
Dental Assistant Coordinator	0.400
Department Chairs	0.400
Developmental English & Reading Coordinator	0.300
Developmental Math Team Leader	0.300
Early Childhood Studies Coordinator	0.400
EMS Coordinator	0.400
Environmental Technology Coordinator	0.400
FCS Coordinator	0.200
Film Video Coordinator	0.200
Fire Academy Coordinator	0.600
Football Offensive Coordinator	0.400
Foxworthy Gallery Coordinator	0.253
FSN Coordinator	0.400
Graphics Coordinator	0.300
Head Coach – Baseball	0.400
Head Coach – Basketball Men’s	0.400
Head Coach – Basketball Women’s	0.400
Head Coach – Cross Country Women’s	0.400
Head Coach – Football	1.000 in season, 0.600 off season
Head Coach – Golf Men’s	0.400
Head Coach – Soccer Men’s	0.400
Head Coach – Soccer Women’s	0.400
Head Coach – Softball	0.400
Head Coach – Swimming Women’s	0.400
Head Coach – Track/Field Men’s	0.400
Head Coach – Track/Field Women’s	0.400
Head Coach – Volleyball Women’s	0.400
Head Coach – Water Polo Women’s	0.400
Human Services Coordinator	0.300
Industrial Technology Coordinator	0.200
Law Enforcement Academy Coordinator	0.600
Lifeguard Coordinator	0.048
LVN Coordinator	0.400
Medical Assisting Coordinator	0.400
Music Coordinator	0.157
Non-Credit ESL Coordinator	0.400
Nursing Coordinator	0.400
Professional Acting Coordinator	0.476

Puente Coordinator	0.288
Regional Strong Workforce Coordinator	0.200
Registered Veterinary Technology Coordinator	0.400