MIRACOSTA COMMUNITY COLLEGE DISTRICT

DISTRICT/FACULTY ASSEMBLY AGREEMENT

FOR THE PERIOD
JULY 1, 2025~~2~~ - JUNE 30, 2028~~5~~

~~UPDATED JUNE 2024~~

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MiraCosta Community College District
District/Faculty Assembly Agreement
Signature Page

Sunita Cooke — Date
Superintendent/President
MiraCosta Community College District

Mary Gross — Date
President
MiraCosta College Faculty Assembly

ARTICLE A: GENERAL PROVISIONS

This Agreement is made and entered into by and between the Board of Trustees of the MIRACOSTA COMMUNITY COLLEGE DISTRICT ("District") and the MIRACOSTA COLLEGE FACULTY ASSEMBLY ("Assembly"), and shall be binding upon themselves and their successors for the term of this Agreement. The district recognizes the Assembly as the exclusive representative of all full-time faculty (contract, regular and temporary) employed by the MiraCosta Community College District, as described in the certification of the Public Employment Relations Board of the State of California, dated January 16, 2015, in case number LA-RR-1240-E, a copy of which is attached hereto as Appendix ~~12~~ 11 and incorporated herein.

This Agreement is entered into pursuant to the Educational Employment Relations Act (hereafter EERA) at Government Code section 3540 et seq.

This Agreement shall remain in full force and effect for the term as specified in section D.1.0. For the duration of this Agreement, the Assembly and the district shall not be obligated to meet and negotiate with respect to any subject or matter, except for any Article within this Agreement that specifically requires the parties to meet and negotiate over that Article during the term of this Agreement. Upon mutual written agreement, the parties may reopen additional Articles for negotiations.

Appendices to this document may be modified by mutual agreement.

A.1.0 SAVINGS

If any provision of this Agreement is held to be contrary to law by a court of competent jurisdiction, the provision shall be stricken from the Agreement, but all other provisions shall continue in full force and effect for the duration of this Agreement. The parties will meet and negotiate a replacement provision for the stricken provision within thirty (30) calendar days of receipt of an initial proposal for replacement of the provision by either party.

If any provision of this Agreement is contrary to or inconsistent with a federal or state law, because of a change to any such law, the parties will meet and negotiate a replacement provision within thirty (30) calendar days of receipt of an initial proposal by either party.

A.2.0 RIGHTS OF THE ASSEMBLY

A.2.1 Assembly Rights to Reasonable Access

Unless limited by this Agreement, the Assembly retains all of its legal rights, such as rights of reasonable access and reasonable use of mailbox, email, web and other district facilities in a manner consistent with ~~external~~ the law.

A.2.2 Assembly Rights to Present at New Employee Orientation

The district will conduct an employee orientation for all newly hired full-time faculty members. The district will provide the Assembly with at least ten (10) days advance notice of the date and time of the orientation. The Assembly shall be provided ninety (90) minutes to orient newly hired full-time faculty during the orientation. Additional time may be provided to the Assembly upon approval from the district to meet with new employees during orientation.

A.2.3 Assembly Rights to Appoint Members to District Fringe Benefits Committee

The Assembly shall have the right to appoint two (2) full-time faculty representatives and one (1) full-time faculty alternate to the District Fringe Benefits Committee.

A.2.4. Assembly Rights to Purchase Reassigned Time

In addition to the reassigned time provided by the district as specified in section B.2.0, the Assembly shall have the right to purchase reassigned time for conducting Assembly activities at the class III, step 5 non-contractual rate. To the extent practicable, the Assembly will advise the district of its intent to purchase reassigned time on or before October 1 for spring assignments and March 1 for fall assignments. The Assembly shall make payment for purchased reassigned time within thirty (30) days of receipt of an invoice for the purchase of reassigned time from the district.

A.2.5 Assembly Rights to Information

The district shall provide the Assembly with a list of the names, departments, work locations, home addresses, home telephone numbers, cell phone numbers, and personal email addresses on file with the district for all full-time faculty members on or before the following dates: October 1, February 1, and May 1.

The district shall notify the Assembly within thirty (30) days of Board approval of the initial employment of any new full-time faculty. The district shall provide the Assembly the contact information specified above for newly hired faculty members on or before August 1.

Home addresses, home telephone numbers, cell phone numbers, and personal email addresses on file with the district will be omitted for those faculty members who request

that this information not be disclosed to the Assembly through a written request to the ~~Director~~ Vice President of Human Resources.

On or before October 1 (for fall semester information) and February 1 (for spring semester information), the district shall also provide the Assembly with the following information for all faculty members:

1) Date of hire;
2) Seniority number;
3) Salary schedule placement;
4) Activity status (e.g. active, sabbatical, reduced workload) and percentage of assignment;
5) Overload assignment for the current semester;
6) Amount of banked LHE;
7) Reassigned time for non-contractual, non-teaching assignments for the current semester; and
8) Faculty service areas (FSAs).

Upon request, the district agrees to furnish the Assembly in a timely fashion with copies of public records as per the California Public Records Act. This includes Board agenda packets; tentative, preliminary and final budgets; and other information that is relevant to negotiations, grievance processing, and/or Assembly business related to administration of this Agreement.

A.3.0 RIGHTS OF THE DISTRICT

Unless limited by this Agreement, the district retains all of its legal rights to direct, manage, and organize in a manner not inconsistent with California statutes and PERB and other applicable decisions.

All such rights of management not limited by the clear and explicit language of this Agreement are expressly reserved to the district and the express provisions of this Agreement constitute the only contractual limitations on the district's rights.

A.4.0 NONDISCRIMINATION

The district will abide by all nondiscrimination requirements of the Educational Employment Relations Act ("EERA") and not discriminate against any faculty member because of membership in or lawful activity on behalf of the Assembly.

The district and the Assembly agree not to discriminate unlawfully against any employee covered by this Agreement on any basis protected in board policy, state or federal law including but not limited to age, ancestry, color, ethnicity, gender, gender expression,

gender identity, genetic information, marital status, medical condition, mental disability, national origin, parental status, physical disability, pregnancy, race, religious creed, sex, sexual orientation, or military or veteran status of any person, or because they are or perceived to have one or more of the foregoing characteristics. Section A.4.0 is not subject to the grievance procedure in this Agreement.

A.5.0 SAFETY

The district shall furnish a place of employment which is safe for employees pursuant to applicable law and regulations.

The district agrees that whenever feasible faculty members will be included in any district-sponsored emergency notification systems and trainings that are implemented for full-time or contract employees of the district, and the Assembly agrees that it will make every reasonable effort to aid the district in implementing systems and procedures to ensure the currency and accuracy of the contact information for faculty members.

The district administration shall notify a faculty member as soon as reasonably possible of any credible personal threat against that person received by the district. A faculty member who becomes aware of physical violence or a credible threat against a student or employee, or destruction or credible threat of destruction or property, shall report the threat to the MiraCosta College Police Department as soon as safely feasible.

The district encourages faculty members to inform the Risk and Safety Manager of any perceived hazards in the workplace or on campus without fear of reprisal. A faculty member who observes or experiences any hazard that they perceive to be unsafe shall report the condition to the Risk and Safety Manager by either sending an e-mail to ~~riskmanagement@miracosta.edu~~ hr_department@miracosta.edu or by calling that office at (760) 795-6866. The district provides a system of anonymous notification by faculty members about hazards at the internal fraud hotline (800) 860-0597. The Risk and Safety Manager maintains procedures for identifying and evaluating workplace hazards and will notify the Assembly of reports made and the corrective actions taken resulting from reports made by faculty members or that may impact faculty working conditions.

A.6.0 FACULTY DEFINITIONS

In this Agreement, any reference to "faculty" shall be understood to apply to full-time faculty, unless otherwise specified.

Regular Faculty
Permanent (tenured), full-time faculty employees.

Contract Faculty
Probationary (untenured), full-time faculty employees.

Full-Time Faculty
Refers to regular or contract faculty or any faculty member employed under a full-time contract at MiraCosta College.

Classroom Faculty
Faculty whose primary duties are associated with course instruction.

Non-Classroom Faculty
Faculty whose primary duties are associated with counseling, library, or similar non-classroom student support activities.

Faculty Coordinators and Articulation Officer
Faculty whose duties include time reassigned to coordinate designated programs and services.

Non-Teaching Assignments
Assignments outside a faculty member's regular load that are not part of typical classroom or non-classroom assignments (such as classroom observation; administrative, governance or directorial duties; or special projects).

A.7.0 OTHER DEFINITIONS

Domestic Partners
All references to "spouses" in this Agreement shall be read to include registered domestic partners as permitted by California law.

ARTICLE B: SUPPORT FOR ACADEMIC SENATE AND FACULTY ASSEMBLY FUNCTIONS

B.1.0 SUPPORT FOR ACADEMIC SENATE LEADERSHIP RESPONSIBILITIES

The Academic Senate shall be provided with 3.01.4 FTE reassigned time per semester in support of Academic Senate leadership responsibilities for the President, Vice President or President-elect, and Coordinating Officer. At least 0.4 FTE reassigned time is intended to allow a faculty member to serve as the Professional Development Program ("PDP") Coordinator.

The Academic Senate shall also be provided with 1.52.6 FTE reassigned time per semester for faculty chairs and co-chairs of district governance committees (section C.4.3). At least 0.2 FTE reassigned time is intended to provide leadership for the Outcomes and Assessment Committee. Reassigned time may be redistributed between these two blocks with the approval of the superintendent/president or designee.

The Academic Senate shall have the discretion to distribute this reassigned time as it deems appropriate. The Academic Senate president will notify the Office of Instruction prior to the end of the preceding semester as to which faculty are receiving reassigned time.

B.1.1 Support for Ssummer Academic Senate Rresponsibilities

The Academic Senate president or designee shall be provided with a stipend equal to 132 hours at the applicable non-contractual, non-teaching hourly rate for carrying out their duties during the summer. This stipend, equal to 132 hours at the applicable non-contractual rate (4.0 non-contractual non-teaching LHE), will be in lieu of teaching one class in the summer session.

Other full-time faculty members on the Academic Senate shall be compensated at the applicable non-contractual hourly rate for participation in up to three (3) Senate meetings during the summer months, with a maximum of four (4) work hours per meeting to compensate for meeting participation and preparation. Faculty members serving on district and Academic Senate standing committees appointed to participate in the collegial governance of the College will be compensated at their hourly rate for participation in meetings scheduled during the summer to conduct business that cannot be conducted during the regular academic year. Faculty will be paid for two (2) work hours at the applicable non-contractual hourly rate for each hour of attendance to compensate for meeting participation and preparation.

A stipend equal to 66 hours at the applicable non-contractual, non-teaching hourly rate shall be provided to the PDP Coordinator for carrying out their duties during the summer. The PDP Coordinator stipend, equal to 99 hours at the applicable non-contractual rate (3.0

~~non-contractual non-teaching LHE), will be in lieu of teaching one class in the summer session.~~

B.2.0 SUPPORT FOR FACULTY ASSEMBLY LEADERSHIP RESPONSIBILITIES

The Assembly shall be provided with 2.3 FTE reassigned time per semester in support of Assembly leadership responsibilities.

The Assembly shall have the discretion to distribute this reassigned time as it deems appropriate. The Assembly president will notify the Office of Instruction prior to the end of the preceding semester as to which faculty are receiving reassigned time.

The district shall designate an individual office on-campus for use by the Faculty Assembly.

B.2.1 Support for S~~s~~ummer Faculty Assembly R~~r~~esponsibilities

The Assembly president or designee shall be provided with a stipend equal to 132 hours at the applicable non-contractual, non-teaching hourly rate for carrying out their duties during the summer. ~~This stipend, equal to 132 hours at the applicable non-contractual rate (4.0 non-contractual non-teaching LHE), will be in lieu of teaching one class in the summer session.~~ Upon mutual agreement with the district, the district may increase this amount by 66 hours (2.0 non-contractual, non-teaching LHE) for a total of 198 hours.

In addition to the stipend provided by the district, the Assembly shall have the right to purchase additional time to conduct Assembly activities in the summer. The Assembly shall compensate the district for this time at the faculty member's non-contractual, non-teaching rate. The Assembly shall make payment for any additional time purchased within thirty (30) days of receipt of an invoice for the purchase from the district.

Other full-time faculty members on the Faculty Assembly Council shall be compensated at their non-contractual, non-teaching rate for participation in up to three (3) Council meetings during the summer months, with a maximum of four (4) work hours per meeting to compensate for meeting participation and preparation.

Assembly members serving on Faculty Assembly standing committees shall be compensated at their non-contractual, non-teaching rate for participation in meetings scheduled during the summer to conduct business that cannot be conducted during the regular academic year. Faculty will be paid for two (2) work hours at their non-contractual, non-teaching rate for each hour of attendance to compensate for meeting participation and preparation.

ARTICLE C: FACULTY WORKLOADS

C.1.0 UNIFORM WORKLOAD MEASURES

C.1.1 Definition of Workload Measures

Contact Hours
: Scheduled class lecture or laboratory hours or the equivalent, including scheduled counseling and library hours, and administrative or governance duties assumed by virtue of reassignment.

Preparation Hours
: Hours directly associated with assigned contact hours and necessary for affiliated lecture or laboratory class preparation, student evaluation, or the equivalent.

Student Hours
: Hours engaged in direct student interaction in addition to contact hours, including office hours, advisory activities, presentations, or the equivalent.

Institutional Service Hours
: Hours engaged in institutional administration, governance, and development via college committee, Academic Senate, Faculty Assembly or departmental work, conducting evaluations for full-time faculty members, curriculum development, faculty meetings, or the equivalent, in addition to any such duties assumed by virtue of reassignment.

Weekly Faculty Contact Hours (WFCH)
: The total number of contact hours per week for a particular assignment (see "contact hours" above).

Full-Time Equivalent (FTE)
: Workload equivalent to a full-time contract load per semester or per year.

Lecture Hour Equivalent (LHE)
: A uniform measure of faculty workload as defined below.

Other Professional Duties
: Hours associated with pre-semester preparation for classes, additional professional development activities beyond required "flex" hours, and other professional duties as mutually agreed, in writing, between the Assembly and the district.

C.1.2 Rounding

Throughout Articles C and D, fractions expressed as rounded decimals represent full, unrounded fractions for the purposes of calculating load or compensation (e.g. 0.667 = 2/3,

2.333 = 7/3). When banked or recorded, load and sick leave amounts shall be recorded to the nearest 1/1000 (e.g. 2.667 LHE) where possible. Paid compensation amounts shall be rounded to the nearest penny.

C.1.3 Workloads and Workload Equivalencies

Workloads and workload equivalencies shall be common for each full-time faculty appointment, as denoted in the tables below:

1. "~~Regular Assignment~~Contractual Days" are the 176 days as defined by the academic calendar.
2. See section C.7.0 for contracts extending beyond 176 days.
3. See section C.5.0 for load balancing between semesters.
4. In some years Regular Assignment Days may total 166. On those years All-College Day is included in the 10 "flex" days.

FULL-TIME CONTRACTUAL WORKLOAD (REGULAR CALENDAR, ANNUAL FTE)

DAYS	*FALL*	*SPRING*	*ANNUAL*
Contractual Days	88	88	176
Flexible Calendar*	(5)	(5)	(10)
All-College Day	(1)	0	(1)
Regular Assignment Days (includes finals)	82	83	165

WEEKS	*FALL*	*SPRING*	*ANNUAL*
Contractual Weeks	17.6	17.6	35.2
Flexible Calendar*	(1.0)	(1.0)	(2.0)
All-College Day	(0.2)	0	(0.2)
Regular Assignment Weeks (includes finals)	16.4	16.6	33.0

HOURS	*FALL*	*SPRING*	*ANNUAL*
Contractual Work Hours	704	704	**1408**
Flexible Calendar*	(40)	(40)	(80)
"Flex" Obligation (Preapproved Activities)	(30)	(30)	(60)
Other Professional Duties	(10)	(10)	(20)
All-College Day	(8)	0	(8)
Regular Assignment Weeks (includes finals)	656	664	1320
Classroom Faculty			
Student Hours	(82)	(83)	(165)
Institutional Service Hours	(82)	(83)	(165)
Class Contact & Preparation (includes finals)	492	498	**990**
Non-Classroom Faculty			
Institutional Service Hours	(82)	(83)	(165)
Student Contact and Preparation	574	581	**1155**

*Note: minor adjustments to the allocation of flexible calendar days (e.g. 4 flexible calendar days in one semester and 6 days in the other) may be permitted in order to facilitate calendar development.

The breakdown of 80 flexible calendar hours into 60 hours of "flex" obligation and 20 hours other professional duties is based on a 15 LHE classroom load. Refer to section C.~~17~~ 16 for more details on the flexible calendar and "flex" obligation.

See Appendix 1.1 for detailed tables of annualized faculty workloads for the full contractual calendar (176 days), and the instructional calendar (165 days). See also Appendices 1.2 and 1.3 for detailed tables and examples of workload factors.

C.2.0 UNIFORM WEEKLY WORKLOADS

A full-time contractual workload (1.00 FTE) shall consist of 15.00 LHE per semester (sum of classroom and non-classroom LHE).

The standard contractual work week for all full-time faculty is forty (40) hours. Faculty are expected to be reasonably available on regular and any extended contract days (if applicable) for meetings and other scheduled institutional service during that time. The uniform 40-hour work week for each 1.00 FTE faculty appointment shall be distributed among common duties as denoted in the following tables.

Key for the tables:
WFCH = weekly faculty contact hours
PREP = weekly preparation hours
STU = weekly student hours
INSV = institutional service hours

The breakdown of contact and preparation hours is shown in these tables for discipline factors of 1.000 for classroom assignments and 0.600 for non-classroom assignments. See the tables in section C.3.5 and Appendix 1.2 for the breakdown of contact and prep hours for other workload factors.

C.2.1 Contractual Assignments

	FTE		LHE		Hours per Week		Weeks		Total Hours
PER FTE (per year)	1	=	30	=	40	x	35.2	=	1408
PER LHE (per semester)	0.033	=	1.00	=	2.67	x	17.6	=	47.0

DISTRIBUTIONS OF WEEKLY WORK HOURS FOR CONTRACTUAL CLASSROOM ASSIGNMENTS

	WFCH		PREP		STU		INSV		TOT		Weeks per Semester		Hours per Semester
PER FTE	15	+	15	+	5	+	5	=	40	x	17.6	=	704
PER LHE	1.000	+	1.000	+	0.333	+	0.333	=	2.667	x	17.6	=	47

DISTRIBUTIONS OF WEEKLY WORK HOURS FOR CONTRACTUAL NON-CLASSROOM ASSIGNMENTS

	WFCH		PREP		STU		INSV		TOT		Weeks per Semester		Hours per Semester
PER FTE	25	+	10	+	0	+	5	=	40	x	17.6	=	704
PER LHE	1.667	+	0.667	+	0.000	+	0.333	=	2.667	x	17.6	=	47

DISTRIBUTIONS OF WEEKLY WORK HOURS FOR CONTRACTUAL LEAVES AND REASSIGNMENTS

	WFCH		PREP		STU		INSV		TOT		Weeks per Semester		Hours per Semester
PER FTE	40	+	0	+	0	+	0	=	40	x	17.6	=	704
PER LHE	2.667	+	0.000	+	0.000	+	0.000	=	2.667	x	17.6	=	47

C.2.2 Non-Contractual Assignments

	FTE		LHE		Hours per Week		Weeks		Total Hours
PER FTE (per year)	1	=	30	=	30	x	33.0	=	990
PER LHE (per semester)	0.033	=	1.00	=	2.00	x	16.5	=	33.0

DISTRIBUTIONS OF WEEKLY WORK HOURS FOR NON-CONTRACTUAL CLASSROOM ASSIGNMENTS

	WFCH		PREP		STU		INSV		TOT		Weeks per Semester		Hours per Semester
PER FTE	15	+	15	+	0	+	0	=	30	x	16.5	=	495
PER LHE	1.000	+	1.000	+	0.000	+	0.000	=	2.000	x	16.5	=	33.0

Note: Effective 2013/14, non-contractual classroom assignments carry an obligation of 2.0 hours of professional development activities (“flex” credit) per 1.0 non-contractual

classroom LHE. This is in addition to the hours shown in the table above (refer to sections C.16.0~~17.1~~, "'Flex' obligation for full-time faculty members," and D.2.2, "Non-contractual compensation per LHE (classroom assignments)").

DISTRIBUTIONS OF WEEKLY WORK HOURS FOR NON-CONTRACTUAL NON-CLASSROOM ASSIGNMENTS

	WFCH		PREP		STU		INSV		TOT		Weeks per Semester		Hours per Semester
PER FTE	25	+	10	+	0	+	0	=	35	x	16.5	=	577.5
PER LHE	1.667	+	0.667	+	0.000	+	0.000	=	2.333	x	16.5	=	38.5

C.2.3 Weekly Workloads for Leaves and Reassigned Time

A full standard contractual work week for leaves and reassigned time shall include forty (40) hours per week. These hours shall be translated into LHE according to the formulas and tables in section C.2.1.

C.2.4 Weekly Workload Regulations By Class: Classroom Faculty

Classroom Faculty Workloads

The standard contractual work week for credit and noncredit classroom faculty is forty (40) hours. The standard instructional work week shall consist of thirty (30) hours of instructional time, class preparation and student evaluation (contact hours and preparation hours). The remaining time will consist of five (5) student hours (which includes office hours as defined by section C.15.0), and five (5) institutional service hours. Noncredit faculty may substitute three (3) of the required five (5) weekly student hours for additional preparation hours. These hours shall be translated into classroom LHE according to the formulas and tables in section C.2.1.

C.2.5 Weekly Workload Regulations By Class: Non-Classroom Faculty

Counseling Workloads

The standard contractual work week for counselors is forty (40) hours, including twenty-five (25) contact hours, ten (10) preparation hours, and five (5) institutional service hours. The twenty-five (25) contact hours is defined to include any counseling activity in which counseling service is provided to a student or students, including instruction, workshops, individual or group counseling. The ten (10) preparation hours include course work preparation and counseling preparation (of which 5 hours must be on campus). The expectation is that thirty (30) hours will be on campus. Counselors assigned to teach classes are designated as classroom faculty for that portion of their workload, which is computed

accordingly as classroom LHE. Counselor assignments to teach classes require a "flex" obligation of two (2.0) hours of documented professional development activities per one (1.0) classroom LHE (fall and spring). These hours shall be translated into non-classroom LHE according to the formulas and tables in section C.2.1.

During the scheduling request period, counselors may request to conduct up to fifteen (15) hours of their required thirty (30) on campus hours remotely, encompassing both student contact hours and preparation time. Authorization of remote hours will be approved by the dean. If student demand necessitates additional on campus hours for non-classroom faculty, the district will make every effort to assign the hours to faculty members (full-time or associate) who agree to accept additional on campus hours. If the request for remote work is modified and/or denied, the appropriate dean will provide a written rationale prior to the start of the semester to the requesting faculty member.

~~In fall 2021, the district and the Assembly will establish a Pilot Program via an MOU for the spring 2022 and fall 2022 semesters. The Pilot Program will include a group of ten (10) counselors. Those selected for the Pilot Program shall be from a variety of departments with counseling services (e.g., EOPS, DSPS/SAS, Transfer, General, etc.) to review the feasibility of expanding remote counseling opportunities and the potential reduction of the thirty (30) hour on-ground requirements. The dean may authorize up to 15 of the on-ground 30 hours to be conducted remotely, including student contact and preparation. The results of the Pilot Program will be available for discussions of a subsequent MOU for 2023-2024. Starting in 2024-2025, the results of the Pilot Program will be available for either party to use for a re-opener for Article C.2.5.~~

Librarian Workloads

The standard contractual work week for librarians is forty (40) hours with twenty-five (25) hours of base duties, ten (10) preparation hours, and five (5) institutional service hours. The twenty-five (25) hours of base duties include fifteen (15) hours of reference services and ten (10) hours of librarian specialization including curriculum development, database management, emerging technologies development, collection development, library exhibits and displays, and cataloging. The expectation is that thirty (30) hours will be on campus. Librarians assigned to teach classes are designated as classroom faculty for that portion of their workload, which is computed accordingly as classroom LHE. Librarian assignments to teach classes require a "flex" obligation of two (2.0) hours of documented professional development activities per one (1.0) classroom LHE (fall and spring). These hours shall be translated into non-classroom LHE according to the formulas and tables in section C.2.1.

During the scheduling request period, librarians may request to conduct up to fifteen (15) hours of their required thirty (30) on campus hours remotely, encompassing both student contact hours and preparation time. Authorization of remote hours will be approved by the dean. If student demand necessitates additional on campus hours for non-classroom faculty, the district will make every effort to assign the hours to faculty members (full-time or associate) who agree to accept additional on campus hours. If the request for remote

work is modified and/or denied, the appropriate dean will provide a written rationale prior to the start of the semester to the requesting faculty member.

C.3.0 UNIFORM WORKLOAD FACTORS

Unless otherwise specified by this Agreement, minimum workloads for faculty assignments include one weekly work hour of preparation for each associated weekly contact hour. However, some assignments made to faculty may require a relatively greater or lesser number of preparation and evaluation hours relative to the number of weekly contact hours. The LHE for these assignments is calculated by multiplying the weekly faculty contact hours (WFCH) for each component of an assignment (lecture, lab) by the relevant discipline factor and/or performance factor, and adding over all components:

LHE = (WFCH) x (discipline factor) x (performance factor) [summed over all components of assignment]

Discipline and performance factors are specified in section C.3.5. The tables in Appendix 1.3 show examples of workload calculation using these factors.

C.3.1 Discipline Factors

Variations from the norm may occur as a consequence of the nature of the discipline in which that assignment falls in combination with the effects of different methods of instruction (i.e., lecture vs. laboratory). Such assignments require less than one hour of preparation/evaluation per weekly contact hour. Workload adjustments for such variations are effected by means of discipline factors attached to the assignment.

C.3.2 Performance Factors

Variations from the norm may also occur as a consequence of a faculty obligation to extensive additional student engagement in combination with the effects of different methods of instruction. Such assignments require more than one hour of preparation/evaluation per weekly contact hour. Workload adjustments for these variations are implemented by means of performance factors attached to the assignment.

C.3.3 Calculation of Discipline and Performance Factors

Discipline and performance factors are calculated by dividing 15 LHE by the number of weekly contact hours that would be required for a full load (1 FTE) for that type of assignment:

discipline or performance factor = 15/(WFCH for full load)

The tables in section C.3.5 specify workload adjustment values (discipline and performance factors) to be applied to each activity to which faculty may be assigned. The tables in Appendix 3 list the factors agreed to for specific assignments. A particular assignment may carry both discipline and performance factors. Appendix 1.3 provides examples of how workload factors are applied.

Appendix 2 lists criteria used in assigning discipline and performance factors to specific assignments.

C.3.4 Applicability of Workload Factors

All discipline and performance factors shall apply equally, uniformly, and in full to all contractual and non-contractual assignments included within the scope of this Agreement, including contractual assignments, overload and intersession assignments.

C.3.5 Table of Workload (Performance or Discipline) Factors

These tables show only workload factors (performance or discipline factors) currently in use. See Appendix 1.2 for a complete set of tables of hours corresponding to various workload factors.

The tables specifying the agreed performance and discipline factors to be applied to specific faculty assignments are found in Appendix 3.

Performance and discipline factors for courses may be established or modified as per the workload factor review process described in section C.3.6. Any changes to workload factors shall take effect at the start of the semester or intersession following final approval and shall be recorded in the tables in Appendix 3 within sixty (60) days of final approval.

Classroom Assignments

The sum of weekly faculty contact hours and preparation hours for all classroom assignments is equal to thirty (30) hours per week, 2.00 hours per LHE. Each classroom assignment also includes five (5) hours of direct student contact and five (5) hours of institutional service, for a total of forty (40) hours per week. The table below shows the breakdown of weekly faculty contact hours and preparation hours for the performance and discipline factors currently in use.

See Appendix 3 for a table showing the workload factors associated with particular classroom assignments.

Performance or Discipline Factor	Weekly hours per FTE		Weekly hours per LHE		Prep hours per contact hour
	Contact	Prep	Contact	Prep	
1.667	9.0	21.0	0.600	1.400	2.333
1.500	10.0	20.0	0.667	1.333	2.000
1.200	12.5	17.5	0.833	1.167	1.400
1.000	15	15.0	1.000	1.000	1.000
0.833	18	12.0	1.200	0.800	0.667
0.750	20	10.0	1.333	0.667	0.500
0.682	22	8.0	1.467	0.533	0.364
0.625	24	6.0	1.600	0.400	0.250

Non-Classroom Assignments

The sum of weekly faculty contact hours and preparation hours for all non-classroom assignments is equal to thirty-five (35) hours per week, 2.33 hours per LHE. Each non-classroom assignment also includes five (5) hours of institutional service activities, for a total of forty (40) hours per week. The table below shows the breakdown of weekly faculty

contact hours and preparation hours for the discipline factor of 0.600, the only factor currently in use for non-classroom assignments.

Performance or Discipline Factor	Weekly hours per FTE		Weekly hours per LHE		Prep hours per contact hour
	Contact	Prep	Contact	Prep	
0.600	25	10	1.667	0.667	0.400

Leaves and Reassignments

Leaves and reassignments are based on a total workload of forty (40) hours per week.

C.3.6. Workload Factor Review Process

Workload factors associated with courses shall be reviewed and revised according to the following process:

STEP ONE: By the end of week 4 of the spring semester the department requesting a lab, discipline, or performance course workload factor be established or re-rated shall provide a written justification, including the Course Outline of Record (COR) to the appropriate dean. The justification must address the appropriate criteria as specified in Appendix 2.

STEP TWO: By the end of week 8 of the spring semester the dean reviews the written justification and COR, and provides a written rationale of whether or not they support the request. If the dean supports the request, they shall forward the original request and their written rationale to the appropriate vice president and the Assembly president or designee. If the dean does not support the request, they shall return the original request and their written rationale to the department. A copy of the denial of the request shall also be sent to the appropriate vice president. Departments may forward the original request and the dean's written rationale to the Assembly president or designee, with or without dean support. The department may submit a written appeal to the denial of the original request to the appropriate vice president within ten (10) business days. If the department does not appeal within ten (10) business days, the decision of the dean stands.

STEP THREE: The appropriate vice president shall review any workload factor requests submitted by the dean by the end of week 12 of the spring semester. The vice president shall notify the Assembly of their approval or denial of the request, and any proposed workload factor. The vice president shall provide the Assembly at least ten (10) business days to respond before forwarding an approved recommendation to the superintendent/president.

Upon receipt of an appeal from the department, the vice president shall form a workload review team to make a final recommendation. The workload review team shall consist of the appropriate vice president, one dean, the Vice President of Human Resources or designee, the Assembly president or designee, an associate faculty representative or designee, and one faculty member mutually agreed upon by the parties. None of the

members of the workload review team may be the dean or faculty member of the department making the request. All appeals shall be reviewed within four (4) weeks from the date of receipt of appeal documents by the appropriate vice president. If the workload review team does not agree with the department's recommendation, a written rationale will be provided to the department and dean. All final recommendations shall be submitted to the superintendent/president.

STEP FOUR: The superintendent/president considers the request and chooses one of the following courses of action:

A) If the superintendent/president supports the request, and the request has no fiduciary impact, the superintendent/president's decision will be communicated to the appropriate vice president for implementation within ten (10) business days.
B) If the superintendent/president supports the request and the request has a fiduciary impact, the superintendent/president will present the recommendation to the Board of Trustees at the next Board business meeting. If the Board approves the request, the decision will be communicated to the appropriate vice president for implementation. If the Board does not approve the request, the superintendent/president will provide a written rationale to the appropriate vice president and the Assembly.
C) If the superintendent/president does not support the request, the superintendent/president will provide a written rationale to the appropriate vice president and the Assembly within ten (10) business days.

C.4.0 REASSIGNED DUTIES

Regular faculty may be assigned, on a temporary or permanent basis, in whole or in part, to administrative, coordinative, directorial, governance, or other comparable duties in lieu of normal assignments to classroom, counseling, or librarian duties. Any such assignment is a "reassignment" and may be made only within the bounds of the 176-day annual contractual calendar, unless the faculty member is appointed to an extended contract (see section C.7.0), in which case the bounds of the reassignment may, upon agreement between the district and Assembly, extend to the length of the contract period in days. All reassignments will have a list of duties and responsibilities to be completed within the reassigned time hours (see section C.4.1).

Reassigned duties for regular faculty (except those in table C.4.2) extend either through a complete fall or spring semester, or through both fall and spring semesters, or through the full length of an extended contract. ~~Reassigned duties must be wholly included within base contractual workloads and may not be designated as overload, whether paid or banked, or as intersession assignments (see section C.10.0 for intersession assignments of comparable duties).~~ Faculty whose assignments comprise more than 100% reassigned time must obtain an E~~e~~xception~~s may be granted~~ by the appropriate vice president.

C.4.1 Reassigned Workload

Workload equivalencies for reassigned duties are based on a uniform contractual work week of forty (40) hours per week, eight (8) hours per day, as illustrated in the following table:

AMOUNT		ASSIGNED WORK HOURS							
FTE	LHE PER YEAR	PER WEEK	PER DAY	PER YEAR (by contract period in days)					
				176	182	195	199	203	212
1.000	30.00	40.00	8.00	1408	1456	1560	1592	1624	1696
0.967	29.00	38.67	7.73	1361	1407	1508	1539	1570	1639
0.933	28.00	37.33	7.47	1314	1359	1456	1486	1516	1583
0.900	27.00	36.00	7.20	1267	1310	1404	1433	1462	1526
0.867	26.00	34.67	6.93	1220	1262	1352	1380	1407	1470
0.833	25.00	33.33	6.67	1173	1213	1300	1327	1353	1413
0.800	24.00	32.00	6.40	1126	1165	1248	1274	1299	1357
0.767	23.00	30.67	6.13	1079	1116	1196	1221	1245	1300
0.733	22.00	29.33	5.87	1033	1068	1144	1167	1191	1244
0.700	21.00	28.00	5.60	986	1019	1092	1114	1137	1187
0.667	20.00	26.67	5.33	939	971	1040	1061	1083	1131
0.633	19.00	25.33	5.07	892	922	988	1008	1029	1074
0.600	18.00	24.00	4.80	845	874	936	955	974	1018
0.567	17.00	22.67	4.53	798	825	884	902	920	961
0.533	16.00	21.33	4.27	751	777	832	849	866	905
0.500	15.00	20.00	4.00	704	728	780	796	812	848
0.467	14.00	18.67	3.73	657	679	728	743	758	791
0.433	13.00	17.33	3.47	610	631	676	690	704	735
0.400	12.00	16.00	3.20	563	582	624	637	650	678
0.367	11.00	14.67	2.93	516	534	572	584	595	622
0.333	10.00	13.33	2.67	469	485	520	531	541	565
0.300	9.00	12.00	2.40	422	437	468	478	487	509
0.267	8.00	10.67	2.13	375	388	416	425	433	452
0.233	7.00	9.33	1.87	329	340	364	371	379	396
0.200	6.00	8.00	1.60	282	291	312	318	325	339
0.167	5.00	6.67	1.33	235	243	260	265	271	283
0.133	4.00	5.33	1.07	188	194	208	212	217	226
0.100	3.00	4.00	0.80	141	146	156	159	162	170
0.067	2.00	2.67	0.53	94	97	104	106	108	113
0.033	1.00	1.33	0.27	47	49	52	53	54	57

C.4.2 Standing Reassignments

Standing reassignments are made for positions that are required by law, regulations, or accreditation standards~~the college articulation officer, faculty coordinators, and coordinators of learning and resource centers~~. Reassigned time shall be provided as specified below.

Standing reassignments are as follows:

Title	*Duties*	*FTE*	*Days*
Articulation Officer	Articulation	1.000	195
Faculty Coordinator	EOPS	0.80	195
~~Faculty Coordinator~~	~~Transfer Center~~	~~0.80~~	~~195~~
~~Faculty Coordinator~~	~~Writing Center~~	~~0.60~~	~~176~~
~~Faculty Coordinator~~	~~Math Learning Center~~	~~0.60~~	~~176~~
Faculty Coordinator	Online Education	1.000	195
Faculty Coordinator	Student Accessibility Services (“SAS”)	1.000	195
~~Faculty Coordinator~~	~~Career Studies & Services~~	~~0.80~~	~~195~~
~~Faculty Coordinator~~	~~Online Education~~	~~1.000~~	~~195~~
Faculty Coordinator	Transfer Center	0.80	195
~~Faculty Coordinator~~	~~EOPS~~	~~0.80~~	~~195~~
~~Academic Senate~~	~~[Varies: see section B.1.0]~~		
~~Faculty Assembly~~	~~[Varies: see section B.2.0]~~		
~~Department Chair~~	~~[Varies: see section E.2.0]~~		
~~CE Duties~~	~~[Varies: see section E.3.0]~~	-	
~~Other~~	~~[Varies: see below]~~	-	-

C.4.3 Reassignments for Faculty Governance Committee Chairs and Coordinators

The Academic Senate shall be provided reassigned time per semester for faculty governance committee chairs and co-chairs as specified in section B.1.0.

Reassigned time for special program ~~coordinators~~ and instructional coordinators shall be provided as shown in Appendix 5.1. Reassigned time is listed on a per-semester basis.

C.4.4 Other Reassignments (Governance, Special Projects, etc.)

The amount of FTE reassigned for governance and other special projects not mentioned in sections B.1.0, C.4.2, or C.4.3 will be determined by an evaluation of the total assignment

workload or weekly workload required as per the table of values in section C.4.1, approved by the superintendent/president or the appropriate vice president.

The district also periodically receives grant and categorical funding from the state and federal government for specific programs and projects (e.g., Puente, MANA, MESA, Transitions, etc.). The district will adhere to the reassigned time allocated by those grants and funding requirements. All reassigned time is contingent on continuation of funding for these programs.

C.4.5 Duties and Weekly Work Schedules for Reassigned Faculty

Appropriate duties and weekly work schedules are determined by the college administration in concert with the faculty member reassigned, consistent with the number of weekly hours assigned to such duties, and in accordance with the relevant workload tables.

C.5.0 LOAD BALANCING

Load balancing is an option available only to contract (untenured) faculty. This option provides contract faculty with schedule flexibility during the time when they are ineligible to bank and unbank overload LHE as specified in section D.3.0.

The normal expectation is that in any academic year full-time contractual workloads for each faculty member will be split evenly between fall and spring semesters (15.00 contractual LHE each semester). However, contract faculty whose contractual workload in the fall semester exceeds 15.00 LHE may credit any portion of the excess amount to their spring workload obligation, but any such credit shall not exceed 3.00 LHE.

Contract faculty may be assigned fewer than 15.00 contractual LHE in the fall semester only with the approval of the appropriate vice president. Faculty assigned fewer than 15.00 contractual LHE in the fall semester shall be required to make-up the scheduled underload during the spring semester.

In extenuating circumstances, when unbanking is unavailable, load balancing for regular (tenured) faculty member may be allowed upon mutual agreement between the appropriate dean and the faculty member, and approval of the appropriate vice president.

C.6.0 EXTENDED CONTRACTS

Faculty contracts in excess of 176 days are extended contracts. Contractual workload duties will be extended on a pro-rata basis for each contractual day beyond 176.

Faculty on extended contracts, including any applicable faculty coordinator roles as outlined in section C.4.2 and the articulation officer, shall submit calendars specifying their work days for each semester. "Regular AssignmentContractual Days" are the 176 days as defined by the academic calendar. "Extended Contract Days" are days in excess of 176 that fall between July 1 and June 30. Alterations to the calendar may be made with prior authorization from the appropriate dean or vice president.

Positions with Extended Appointments

Extended contracts shall be limited to the following positions:

DAYS	*POSITION*
195	~~Librarians~~ ~~Counselors (including Career and EOPS Counselors)~~ ~~Learning Disabilities Specialist~~ ~~Learning Disabilities Specialist/Counselor~~ ~~College~~ Articulation Officer Counselors (including Career, Mental Health, and EOPS Counselors) ~~Faculty Coordinator, Transfer Center~~ ~~Faculty Coordinator, Extended Opportunity Programs & Services~~ ~~Faculty Coordinator, Student Accessibility Services~~ Faculty Coordinator, Career Studies & Services Faculty Coordinator, Extended Opportunity Programs & Services Faculty Coordinator, Online Education Faculty Coordinator, Student Accessibility Services Faculty Coordinator, Transfer Center Learning Disabilities Specialist Learning Disabilities Specialist/Counselor Librarians

C.6.1 Extended Contracts: Overload and Intersession Assignments

Any assignments made beyond contractual minimums but within the bounds of the contractual calendar for faculty on extended contracts shall be non-contractual overload assignments as defined in section C.8.0. Any such assignment shall not extend beyond the bounds of the regular contract period or extensions thereof.

Any assignments made outside the bounds of the contract period to faculty on extended contracts shall be non-contractual intersession or non-contractual, non-teaching assignments, as defined in sections C.7.0 and C.9.0. Such additional services must be approved in advance by the appropriate administrator or designee.

C.7.0 NON-CONTRACTUAL ASSIGNMENTS: GENERAL PROVISIONS

Any assignments of any kind made to full-time faculty in excess of contractual minimums, are non-contractual assignments with workloads determined and compensated in accordance with the standards for non-contractual LHE (FTE), as defined in previous Articles of this Agreement.

All non-contractual assignments are voluntary on the part of the faculty member.

The district has no obligation to extend nor to guarantee non-contractual assignments to any faculty member.

Non-contractual assignments are limited as follows:

1. OVERLOAD ASSIGNMENTS: Regular classroom, counseling, or library assignments that fall within the beginning and ending dates of the annual contractual calendar or extensions thereof, and in excess of contractual minimums, as specified in section C.8.0.
2. INTERSESSION ASSIGNMENTS: Regular classroom, counseling, or library assignments that fall within the confines of the calendar approved for any intersession term, as specified in section C.9.0.
3. NON-TEACHING ASSIGNMENTS: Administrative, coordinative, directorial, governance, or project-specific duties that may fall internal or external to the beginning and ending dates of the annual contractual calendar or extensions thereof, as specified in section C.10.0.
4. OTHER NON-CONTRACTUAL ASSIGNMENTS: As specified in section C.11.0.

C.8.0 NON-CONTRACTUAL ASSIGNMENTS: FULL-TIME FACULTY OVERLOAD

Any regular classroom, counseling, library, or other comparable assignments made to contractual (full-time) faculty in excess of 30.00 LHE annually but falling within the bounds of the contractual calendar or any extensions thereof shall be treated as non-contractual overload assignments.

Any such assignments are voluntary on the part of the faculty member, except in such cases when a contractual assignment cannot be confined within the bounds of 15.0 LHE per semester.

Overload assignments shall not exceed 8.00 LHE per semester (0.533 FTE per semester) unless an exception is approved for emergency or exigent circumstances by the appropriate vice president. Faculty are not eligible for overload assignments in any semester they are also unbanking.

Faculty designate on the load card which assignments or portions of assignments in excess of 15.0 LHE made in the fall or spring semester are to be credited as overload, if such excess hours are not applied to load balancing, and may further designate which assignments or portions of designated overload assignments are to be banked and/or compensated at the prevailing overload rates of compensation.

Overload assignments shall be compensated per assigned LHE in accordance with the appropriate salary schedule.

C.9.0 NON-CONTRACTUAL ASSIGNMENTS: INTERSESSIONS

Any regular classroom, counseling, library, or other comparable assignments made to contractual (full-time) faculty where the work hours for that assignment fall outside the start or end dates of the annual contractual calendar or any extensions thereof, but within the start and end dates of the calendar for any authorized intersession term shall be treated as non-contractual intersession assignments.

Unless otherwise modified by a change in the academic calendar, the summer term comprises the sole intersession term at the college.

Any such assignments are voluntary on the part of the faculty member.

Summer intersession classroom assignments shall not exceed 109.00 LHE (6067% FTE); however, the appropriate vice president may authorize a summer assignment not tothat exceeds 10.00 LHE (67% FTE). The cap on summer assignments does not apply to faculty receiving summer stipends for Academic Senate, Faculty Assembly or program coordinator duties (see sections B.1.1 and B.2.1).

Intersession assignments may not be banked.

Intersession assignments shall be compensated per assigned LHE in accordance with the appropriate salary schedule set forth in section D.2.2 and D.2.3.

C.10.0 NON-CONTRACTUAL ASSIGNMENTS: NON-TEACHING ASSIGNMENTS

Non-Teaching (Administrative) Duties

Faculty may be assigned on a non-contractual basis to administrative, coordinative, directorial, governance, project-specific, or other comparable non-teaching duties.

Duty days and weekly work schedules will be assigned by the supervising administrator, consistent with the appropriate workload tables as contained in this Agreement. This may include non-contractual hours not otherwise described in this Agreement for the Academic

Senate president, Faculty Coordinators, governance chairs and co-chairs as approved by the appropriate vice president.

Any such assignments are voluntary on the part of the faculty member.

Compensation for all non-contractual, non-teaching assignments shall be determined by the total number of work hours required by the activity and compensated at the applicable non-contractual non-teaching hourly rate as set forth in section D.2.4. For assignments of three (3) LHE or more, the entire term of the assignment must be treated as a reassignment of contractual duties, as per the provisions of section C.4.0. For assignments of less than three (3) LHE, the faculty member shall be compensated at the applicable non-contractual hourly rate for the total number of hours of the assignment. Upon mutual agreement between the faculty member and the appropriate dean, assignments of less than three (3) LHE may be designated as reassigned time during the semester.

Other S~~s~~tanding N~~n~~on-C~~c~~ontractual, N~~n~~on-T~~t~~eaching A~~a~~ssignments

The table below shows compensation for non-contractual, non-teaching assignments for specific departments. If these positions are filled by a full-time faculty member, they shall be compensated for the specified number of hours at the appropriate non-contractual hourly rate.

Department	***Duty***	***~~Total LHE*~~***	***Total Hours***
Art	~~Kruglak~~ Art Gallery ~~Manager~~ Coordinator (per semester)	~~3.636~~	120 per semester
International Languages	Summer International Language Lab Coordinator	~~0.606~~	20

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~~*Non-contractual, non-teaching LHE (1 LHE = 33 hours).~~

C.11.0 OTHER NON-CONTRACTUAL ASSIGNMENTS

Substitute Faculty Assignments

Substitute faculty assignments shall be compensated for both contact and affiliated preparation and grading hours, in the amount as specified by the applicable discipline and performance factors. Substitute assignments shall be paid per prorated LHE at the applicable classroom non-contractual rate.

Class Proctoring

Class proctoring assignments (e.g. administering exams with no preparation required) shall be compensated for contact hours only, at the applicable classroom non-contractual hourly rate.

Faculty Observation and Evaluation

Faculty carrying out observation and evaluation of associate faculty shall be compensated for 3~~2~~.0 work hours (0.09~~6~~1 non-contractual non-teaching LHE) per observation at the applicable non-teaching non-contractual hourly rate. When two faculty members are involved in a single evaluation, this compensation may be distributed according to the work performed by each. An additional 1.0 hour will be paid to faculty conducting an off-site dual enrollment course evaluation.

Work Experience, Internships and Honors Contracts

Faculty teaching work experience, ~~and~~ internship classes, and h~~H~~onors contracts shall be compensated for 7.50 hours per student ~~enrolled at census~~upon completion at the end of the term, paid at the applicable non-contractual hourly rate~~-~~, and upon approval by the appropriate dean and vice president~~(0.227 non-contractual non-teaching LHE)~~.

A maximum of seven (7) honors contracts may be accepted per faculty member per semester, unless an exception is granted by the appropriate vice president. If the faculty member conducted work on an honors contract for a student who subsequently dropped, they will notify the appropriate dean and vice president and submit hours worked (not to exceed 7.5).
~~Assignment of Honors contracts requires approval by the appropriate dean and vice president.~~

C.12.0 CLASS ASSIGNMENTS

C.12.1 Assignment P~~p~~riority

If necessary due to course cancellations or other unforeseen circumstances, a full-time faculty member may be assigned a course section previously assigned to associate faculty in order to provide the full-time member with a full workload. This must take place before the first day of class; exceptions may be granted by the appropriate vice president. A full-time faculty member may not be assigned a section previously assigned to associate faculty solely for the purpose of teaching overload (unless the overload is necessary for load balancing within an academic year).

C.12.2 Scheduling

A faculty member may be assigned classroom, librarian, or counseling duties during evening

hours. Evening hours are defined as regular, contractual assignments ending after 7:00 p.m.

At least twelve (12) hours shall elapse between the end of the last scheduled assignment on one day and the beginning of the first scheduled assignment on the following day. These restrictions shall not apply to institutional service hours or to assignments designated as overload.

The twelve (12) hour rule may be waived upon mutual agreement between the faculty member and the dean. The appropriate vice president may also grant a one-semester exception to the twelve (12) hour rule to meet the needs of a specific program or department. The faculty member may request the reason for any such exception in writing.

C.12.3 Online Instructional Assignments

Assignments

Classroom faculty members shall teach at least one sixteen (16) week class section, or two consecutive eight (8) week class sections, per semester "on-ground," unless an exception is approved by the appropriate vice president.

Online Certification Requirements

Beginning in fall 2022, all faculty members assigned to teach distance education courses shall be required to meet the two online certification requirements described below. Those who complete the required district training and certification form will be certified to teach online.

1. District Provided Training: Complete a district approved training by the start of the fall 2022 semester covering: the Federal Education Rights and Privacy Act ("FERPA"), copyright, and accessibility standards. The training shall be available to faculty without charge, as self-paced online as follows:

    a. Initial training ~~-~~: The initial certification training shall be no longer than three (3) hours for all required content.

    b. Refresher training ~~-~~: Faculty shall be required to complete a refresher training once every four (4) years to maintain currency to teach online. The refresher training shall be no longer than ninety (90) minutes for all required content.

2. Certification Form: Faculty shall be required to sign the *MiraCosta Online Class Requirements Self- Checklist,* which is attached as Appendix ~~10~~9. By signing the certification form, faculty agree to abide by all recommendations on the checklist. Those who do so are agreeing to meet these recommendations in each class taught in an online or hybrid format on an ongoing basis. Faculty members shall be required to recertify once every four (4) years to maintain currency to teach online.

The appropriate dean or designee shall document that all faculty who are assigned to teach distance education courses have satisfied the certification requirements above. The dean or designee shall maintain a comprehensive list of certified online instructors, and shall consult this list prior to assigning a faculty member to teach a distance education course in accordance with department and district procedures.

The district must inform faculty members when recertification is required at the beginning of the academic year that the certification will expire. If a recertification notice is not provided on time, the faculty member will maintain certification until notice is given and the faculty member is afforded three (3) months to complete the process.

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Exceptions to this requirement may be granted by the appropriate vice president, such as in emergency situations that require late instructor assignments. Efforts will be made to provide appropriate distance education training to the faculty member during the semester of the assignment. Completion of any training during this time will be at the discretion of the faculty member and in consultation with the department chair.

During the 2025–2026 academic year, the district and the Faculty Assembly, in consultation with the Faculty Coordinator of Online Education and Instructional Designer, will create a workgroup to collaborate and develop the online certification training requirements, using the parameters described below:

- Any new certification requirements shall not take effect until Fall 2026.
- The initial online certification training will include at least eight (8) hours of pedagogical, UDL, and LMS training to ensure compliance with accreditation standards.
- The initial online certification training will include an additional three (3) hours of ADA and FERPA training.
- The initial online certification training shall be eligible for Flex.
- The initial online certification requirements shall include a process to review and waive the training requirements for faculty members who have received similar online certification training from another institution of higher education and/or @ONE. This review and waiver process shall be conducted by the Faculty Coordinator for Online Education in consultation with the appropriate dean.
- The initial online training should be completed prior to the start of any online assignment with the district; however, due to schedule changes or unusual circumstances, online training may be completed no later than 50% through the initial assignment.
- The workgroup will create a recertification training that includes self-paced modules and a self-review process that incorporates the Online Class Quality Guidelines. The self-paced recertification training shall not exceed three (3) hours total every four years. Faculty members shall also certify three (3) hours of professional learning for online teaching to include trainings, workshops, and conferences within the preceding four-year period. The recertification process would not exceed six (6) hours total every four years.

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C.12.4 Dual Enrollment Assignments

Unless waived upon mutual agreement of the faculty member and the dean, dual enrollment assignments may only be made as an overload assignment.

The district will consult with the Assembly prior to completing agreements on dual enrollment.

C.13.0 CLASS SIZE MAXIMA

C.13.1 Future Ppolicy Cchanges

Both the Assembly and the district reserve the right to negotiate a change to any class size maxima (CSM) in future negotiations.

C.13.2 Policy Llimitations

No class scheduled shall have a maximum assigned that is above the official maximum seating capacity of a room regardless of the approved CSM.

C.13.3 Implementation of Nnew or Aaltered CSM

All CSM for new courses shall take effect in the fall semester immediately following approval. Changes to existing CSM, temporary pilot projects, or other alternatives that modify CSM for one or more sections of a course shall be implemented in the registration cycle immediately following the approved change. The Office of Instruction shall archive and make available to faculty and administrators all rationales/validations used to establish changed CSM. The Office of Instruction is responsible for editing the course outline of record to include new and revised CSM and shall publish a list of CMS that is revised by June 30th of each year and posted to the Courses and Programs Committee web page.

C.13.4 Class Ssize Mmaxima Pprocess

This process allows faculty to request a class size maximum (CSM) for new courses and changes to existing courses. The process encourages a partnership with the school dean and includes a review process that allows faculty to resolve differences.

1. When requesting the establishment of or change to a CSM, the department chair/designee shall submit a "Class Size Maxima Proposal Form" requesting one of the following. Requests must adhere to the appropriate scheduling deadlines:
   - Establish new course CSM: Form must be submitted to the dean in the academic year the new course is proposed.
   - Modify existing course CSM: Form may be submitted to the dean at any time. Applicants should discuss the timeline with their dean.
   - Request a temporary change to a CSM as part of a pilot project or other alternative: Class Size Maxima Proposal Form may be submitted any time. Applicants should discuss the timeline with their dean.

2. The appropriate dean shall review the submission with the department chair/ designee and respond within ten (10) business days of the date of submission. Deans

may accept the recommendation, reject the recommendation, or propose additional research (which may include the recommendation of a pilot program or other alternative). The review and response time may be extended upon agreement between the school dean and department chair/designee, which shall be confirmed in writing. If further research is agreed upon the process is suspended until completion of the research, pilot program or other alternative.

3. (a) If the CSM request is approved by the appropriate dean the form shall be submitted to the Office of Instruction for inclusion on the new or existing course outline of record within five (5) business days of receipt.

   (b) If the CSM request is rejected the appropriate dean must provide a written rationale for the rejection on the "Class Size Maxima Request" form, recommend a CSM and return the form to the submitting department chair/designee within ten (10) business days of receipt.

4. (a) If the department chair/designee accepts the appropriate dean's recommended CSM or proposal, they must notify the dean within five (5) business days of the dean's recommendation. The dean shall submit the form to the Office of Instruction for inclusion on the new or existing course outline of record within five (5) business days of receipt of the acceptance of the dean's recommendation.

   (b) If the department chair/designee disagrees with the school dean's recommendation they may request the Assembly president or designee to convene a Class Size Maxima Ad Hoc group. The request to the Assembly shall be made within ten (10) business days of the dean's notice of rejection. The Assembly president or designee shall facilitate the scheduling of a review process to take place within ten (10) business days of the request for a review. The ad hoc group shall consist of four members, including two instructional deans appointed by the vice president of Instruction (excluding the school dean who denied the request) and two faculty members appointed by the requesting faculty member's department chair/designee (excluding the requesting department chair/designee).

5. The Class Size Maxima Ad Hoc Group shall review all information provided by the requesting department and school dean and make a recommendation to the vice president of Instruction.

The vice president of Instruction shall review the recommendation from the Class Size Maxima Ad Hoc Group and render a final decision within ten (10) business days of receiving the recommendation. That decision shall be final with no further appeals opportunities available. Any approved changes to CSM shall be included in the course outline of record within five (5) business days of the decision.

C.14.0 OFFICE HOURS

Regular office hours (a minimum of two hours per week) must be scheduled and maintained by each full-time instructor. Office hours must be announced to students by course syllabus and/or the course management system. Office hours must also be submitted to the appropriate dean by the end of the first week of class or as soon as approved. The purpose of office hours is to provide students with a definite time when they know that they will be able to consult with or get feedback from their instructor. Office hours may be held in a location on campus, by phone, or online (by an appropriate method, such as Zoom, email, chat, discussion board). The method chosen by the instructor for their office hours should reflect the needs of the students.

C.15.0 ACADEMIC CALENDAR

Refer to section C.1.3 for annual contractual workloads. See also BP/AP 4010, "Academic Calendar."

~~***C.15.1 Holidays***~~

~~All legal and local holidays shall be published in the annual academic calendar. See also AP 4010, "Academic Calendar." These are non-contract days for faculty members.~~

~~Independence Day~~
~~Labor Day~~
~~Veterans Day~~
~~Thanksgiving Day~~
~~Day after Thanksgiving^~~
~~Winter Closure (four days)^~~
~~Winter Closure (one day)^*~~
~~Juneteenth~~
~~New Year's Eve^~~
~~New Year's Day~~
~~Martin Luther King, Jr. Day~~
~~Lincoln Day~~
~~Washington Day (Presidents Day)~~
~~Friday of Spring Break^~~
~~Memorial Day~~

~~^ Designated local holidays. All others are required pursuant to Education Code section 79020.~~

~~* This day will first be assigned between Christmas Day and New Year's Day to accommodate winter closure. If this day is not needed for winter closure, it will be the Thursday of Spring break.~~

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C.15.~~1~~2 Commencement

As part of their institutional service professional obligations to the district, all full-time faculty members are expected to participate in commencement exercises at the conclusion of each academic year. Faculty members on approved leave are exempt from this requirement. Faculty who must take personal necessity or sick leave should follow the

normal process for reporting an absence. In the event of extenuating circumstances (such as attending a conference), faculty members may be excused from this requirement upon written approval from the appropriate vice president. Faculty members who are absent must submit an absence report.

The day of commencement shall be included as one of the 176 days in the regular contract year and listed as a duty day on the academic calendar.

C.16.0 FLEXIBLE CALENDAR DAYS AND "FLEX" OBLIGATION

The number of contractual flexible calendar days in the academic calendar is agreed upon via collegial negotiations between the Assembly and the district and subject to annual approval by the Chancellor's office of the California Community Colleges. See also section C.1.3 for the current number of flexible calendar days.

See also section I.1.0, "Professional Development Program."

C.16.1 "Flex" Oobligation for Ffull-time Ffaculty Mmembers

Each full-time faculty member shall complete and properly document two (2) hours of documented professional development activities ("flex" credit) per semester per assigned 1.0 classroom LHE during the fall and spring semesters. This includes both contractual and non-contractual classroom assignments. Intersession, non-classroom or non-teaching assignments, and reassigned time carry no associated "flex" obligation.

"Flex" obligation associated with non-contractual fall and spring classroom assignments is above and beyond standard contractual duties and is compensated as described in section D.2.2.

C.16.2 Other Pprofessional Dduties Aassociated with the Fflexible Ccalendar

As noted in the workload table in section C.1.3 and described in section C.16.1, there are currently ten (10) "flex" days on the academic calendar, equivalent to eighty (80) contractual work hours. Any of these eighty (80) hours not spent participating in documented professional development activities shall be spent performing non-classroom duties or other professional duties, as defined in section C.1.1. Preapproved professional development hours associated with non-contractual classroom LHE (overload) are separately compensated and do not count towards the eighty (80) contractual work hours (refer to sections C.16.1 and D.2.2).

ARTICLE D: COMPENSATION

D.1.0 ANNUAL FULL-TIME FACULTY SALARY SCHEDULE

The increases applied to the annual faculty salary schedule shall be determined as follows:

Year	COLA
20252-20263	42.0%
20263-20274	2.51.75%
20274-20285	25.5%*

* If the annual rate of inflation, as measured by the CPI for All Urban Consumers (CPI-U) for San Diego-Carlsbad Area published by the U.S. Bureau of Labor Statistics exceeds 5% annualized from July 2026–June 2027 and Property Tax Revenues Released June 2027 exceeds 5%, either party may initiate renegotiation of COLA for 2027–2028 within 30 days of the release of the CPI-U data.

The annual faculty salary schedules shall be as specified in Appendix 7.1.

Off Schedule Payment:

1. Eligibility: Full-time faculty employed as of the first day of Flex in August 2026 are eligible for the one-time, off schedule payment described below in Academic Year 2026–2027. Full-time faculty employed as of the first day of Flex in August 2027 are eligible for the one-time, off schedule payment described below in Academic Year 2027–2028.
2. Payment Amount: The off schedule payment amount shall be calculated from the full-time faculty member's base contractual salary (30 LHE). Overload and other non-contractual work are not eligible for the off schedule payment.
3. Payment Terms. A 1.5% off schedule payment will be made in December of 2026 for full-time faculty eligible in Academic Year 2026—2027 and a 1% off schedule payment will be made in December of 2027 for full-time faculty eligible in Academic Year 2027—2028.
4. Proration and Deductions: Full-time faculty who leave the district before the end of the academic year in which the payment is made will have a prorated amount of the payment deducted from their final paycheck by payroll.

D.1.1 Compensation for Extended Contracts

Faculty members in grant or categorically funded, non-tenure track positions whose assignments extend beyond 176 days will receive a workload and base salary factor reflecting the number of contractual days.

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Annual salary for full-time faculty working under extended contracts shall be calculated by multiplying the regular full-time salary at the applicable class and step by a workload/salary factor, calculated in accordance with the following formula; each additional contractual day is equivalent to eight hours of assigned work:

salary factor = (contract days)÷176

Salary factors for extended contracts currently in use are:

Days	Workload/Salary Factor
195	1.1080

D.1.2 Initial Placement on the Salary Schedule

Initial Class Placement

Initial placement on the salary schedule above Class I is based on graduate semester hours and/or upper division semester hours taken as part of a graduate degree program at accredited colleges and universities after completion of a baccalaureate degree or possession of an earned Doctorate from an accredited institution or foreign equivalent. Exceptions may be approved by the superintendent/president or designee. Details on calculation of units and descriptions of the qualifications for classes I through VI for non-CE and CE faculty are described in Appendix 6.

All coursework and degrees submitted for salary placement or advancement must have been obtained from an institution of higher education accredited by one of the regional accrediting associations or foreign equivalent.

If a newly hired faculty member has completed coursework or degree requirements prior to their date of hire that is not initially reflected on their transcript, they shall be retroactively placed at the appropriate class and step upon submission of a transcript showing the completion of coursework or degree requirements. The faculty member shall be eligible for retroactive pay back to their first date of employment or to the date the coursework or degree requirements were met, whichever is later. Retroactive pay shall be provided in the first payroll cycle after submission of a transcript showing the completion of coursework or degree requirements. Transcripts showing completion must be submitted by the end of the faculty member's first contract year.

Initial Step Placement

The maximum number of years of credit for initial step placement depends on the employment experience as outlined below:

- The experience shall be successful full-time employment in accredited private and public universities, colleges, and community colleges; public and private elementary and high schools. Where circumstances warrant, e.g. academic or other experience directly related to the academic process within the district, the Board may approve initial placement above the normal limits set in this paragraph upon the recommendation of the superintendent/president.

- Successful full-time teaching or other professional experience for at least 75 percent of a school year will constitute as a full year of service.

- As shown in the chart below, two (2) or more FTE years of professional experience on a part-time basis in a school or college during the preceding six (6) years shall be counted for a maximum of three (3) years of service. Two (2) or more years of full time or FTE part-time professional experience in a non-school setting shall be counted for a maximum of three (3) years of service, provided that the experience is directly related to the MiraCosta position and occurred during the last six (6) years (e.g. librarian in a public library; counselor in a non-school setting). FTEs used will be those established for that teaching discipline or other service area at MiraCosta College.

- Practical experience credit will be granted for full-time employment in the applicable discipline to instructors or other non-classroom positions that are generally considered to be vocational and for which the state minimum qualifications recognize experience in addition to college course work. One (1) year experience credit on the salary schedule will be granted for each two (2) years of practical experience during the last ten (10) years, up to a maximum of three steps on the salary schedule. Practical experience to be utilized for salary schedule placement shall be approved by the superintendent/president or designee.

Three Types of Experience	FT / PT*	Counts	Go Back	Max Allowed	Comments
School	Full	1 for 1	no limit	9 yrs	Successful full-time teaching or other professional experience for at least 75% of a school year will be counted as a full year of service. In accredited private and public universities, colleges, and community colleges; public and private elementary and high schools.
	Part	2 for 1	6 yrs	3 yrs	
Non-School	Both	2 for 1	6 yrs	3 yrs	Directly related experience, e.g., librarian in public library; counselor in non-school setting; nursing-clinical educator (non-

					school teaching).
Practical / Vocational	Full	2 for 1	10 yrs	3 yrs	Employment in the applicable discipline. *Applies to MCC positions (classroom & non-classroom) which are generally considered to be vocational and for which the State minimum qualifications recognize experience in addition to college course work.* Practical experience to be utilized for salary schedule placement shall be approved by the superintendent/president or designee.

*FTEs used will be those established for that teaching discipline or other service area at MCC.

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D.1.3 Step Advancement

Advancement in salary step is earned at the completion of a minimum of seventy-five percent (75%) of the contract year in a paid status. In no case may a faculty member advance more than one step on the salary schedule in any one school year.

D.1.4 Process for Class Advancement on the Salary Schedule

Advancement in class on the salary schedule shall be by acquisition of approved subject-matter units. The Academic Senate shall forward its recommendations on applications for salary advancement to the superintendent/president or designee.

The following principles for evaluating courses for salary-schedule advancement are established:

A. Recognized Objectives: An instructor should have a recognized objective that would lead toward either improvement in their discipline or area of service; a masters' or doctoral degree in area of service; or meeting minimum qualifications in an additional discipline or area of service.

B. Classification of Disciplines: Disciplines should be construed liberally to allow a faculty member to broaden their intellectual background. The suggested fields are as follows: humanities; natural sciences and mathematics; social sciences; kinesiology, health and nutrition; business education; vocational and technical education; counselor, librarian, student services; and professional courses providing preparation for administration, supervision, or designated services.

C. Exceptions to Listed Teaching Fields: Whenever it is necessary for an instructor to cross subject field areas to improve their background, this will be permitted. For example, advancement in psychology often depends upon increased competence in mathematics. A psychology instructor, therefore, would be permitted to take courses in statistics to improve their competence in psychology.

Instructors may be granted credit on the salary schedule for a maximum of eight (8) units of lower division work relevant to their area of service when taken at accredited colleges or universities. For instance, a language teacher may want to better understand their own language by taking courses in a foreign language that they have not previously studied. This type of course is usually offered only on a lower-division level.

Refer also to the Academic Senate Salary Advancement Handbook. See Appendix 6 for details on calculation of units and a list of the qualifications for non-CE and CE salary schedule classes.

D.2.0 COMPENSATION FOR NON-CONTRACTUAL ASSIGNMENTS

Non-contractual assignments, including overload and intersession assignments shall be made as described in section C.8.0 through C.12.0 of this Agreement. Non-contractual assignments shall be compensated by multiplying the equivalent contractual compensation times a non-contractual pay factor. The current value of the non-contractual pay factor is **0.7075**.

Semester-length non-contractual assignments (classroom teaching or non-classroom counseling and library assignments) are compensated on an LHE basis. Partial semester non-contractual assignments (e.g. long-term substitution) are compensated on a pro-rated LHE basis. All other non-contractual assignments are classified as non-teaching assignments and are compensated at the rate specified for the faculty member's class and step.

Other non-contractual assignments and stipends are compensated on an hourly basis. Regardless of whether compensation is calculated on an hourly or LHE basis, the pay per work hour is the same for a given class and step on the salary schedule.

D.2.1 Non-Contractual Compensation per Work Hour

Non-contractual compensation per work hour (also referred to as the "non-contractual hourly rate") shall be calculated by dividing annual salary at the applicable class and step by 1408 (the number of work hours in a standard 176-day contractual assignment), and multiplying by the pay parity factor of 0.7075:

non-contractual compensation per hour = (annual salary/1408) x 0.7075

The hourly rate resulting from this formula shall be rounded to the nearest penny. Throughout this Agreement, references to "the applicable non-contractual hourly rate" mean the non-contractual compensation per work hour for the faculty member's class and step. Refer to Appendix 7.2 for a table of current non-contractual hourly compensation by class and step.

D.2.2 Non-Contractual Compensation per LHE (Classroom Assignments)

Non-contractual compensation per classroom LHE in the fall and spring shall be calculated by multiplying the faculty member's non-contractual hourly rate (capped at step 10) by 35, to account for 33 work hours per classroom LHE, plus 2.0 hours of documented professional development activities per classroom LHE. Compensation per classroom LHE in the summer shall be calculated by multiplying the faculty member's non-contractual hourly rate (capped at step 10) by 33 since there is no "flex" obligation associated with summer classroom LHE. Refer to section C.2.2 for the definition of non-contractual classroom LHE, and section C.1~~6~~7.1 for the full-time faculty "flex" obligation.

Overload Exception

This section shall only apply to a classroom faculty member whose base contractual load (15 LHE) results in an overload assignment of up to 2 LHE. For example, the faculty member has an assignment of four, 4-LHE courses that result in an assignment of 16-LHE. In these situations, the assigned overload LHE (1 LHE) will be paid as a stipend at the faculty member's regular classroom rate at the end of the semester. The stipend shall be calculated as the difference between the faculty member's non-contractual rate and the regular classroom rate for up to 2 LHE. This section shall not apply to contractual loads that include any reassigned time or a leave of absence.

D.2.3 Non-Contractual Compensation per LHE (Non-Classroom Assignments)

Non-contractual compensation per non-classroom LHE shall be calculated by multiplying the faculty member's non-contractual hourly rate (capped at step 10) by 38.5, to account for 38.5 work hours per non-classroom LHE. Refer to section C.2.2 for the definition of non-contractual non-classroom LHE.

D.2.4 Non-Contractual Compensation per LHE (Non-Teaching Assignments)

Non-contractual compensation per non-teaching LHE (e.g. summer department chair stipends and other non-teaching assignments) shall be calculated by multiplying the faculty member's non-contractual hourly rate by 33, to account for 33 work hours per non-teaching LHE (no associated "flex" obligation). Non-contractual, non-teaching assignments are not capped at step 10. Refer to section C.2.2 for the definition of non-contractual classroom LHE.

D.3.0 OVERLOAD BANKING

"Banking" is an option available to faculty ~~teaching~~ with overload assignments, as defined in C.8.0 and C.9.0. In lieu of payment for overload assignments, faculty members may elect to bank those LHE for future use as released time. This LHE shall be calculated according to the formulas and tables in section C.2.1.

Full-time regular (tenured) and contract (untenured) faculty members are eligible to bank overload under the conditions specified below. However, only regular faculty members are eligible to unbank accumulated overload.

D.3.1 Conditions for Banking and Unbanking

A full-time faculty member with an overload assignment may choose to bank the extra LHE or be compensated at the applicable non-contractual hourly rate. Depending on the number of LHE banked, a faculty member can unbank between 1 and 15 LHE per semester. Any faculty member wishing to unbank an entire semester (15 LHE) must render satisfactory service in the form of governance activities, departmental activities, or other institutional service each semester that they bank LHE. Unbanked LHE may be used for professional or personal reasons. The accumulated banked LHE, and the resulting unbanked LHE, will have no effect on sabbatical eligibility, fringe benefits, or retirement options.

A regular (tenured) member who does not carry a full load in any semester must withdraw any accrued LHE from the bank to complete the load.

Contract (untenured) faculty members may begin to bank overload for future released time during the third (two-year) contract period. Contract faculty are ineligible to unbank any accumulated LHE until they have been granted tenure as a regular faculty member of the district.

1) Faculty overload may be earned in accordance with current MiraCosta policy.
2) Summer intersession assignments may not be banked.
3) Assignments outlined in section C.12.0 (Other Non-Contractual Assignments) may not be banked.
4) A faculty member may only use release time under this policy in no more than one semester (15 LHE) out of every three (3) academic years. LHE that is banked and unbanked within a single academic year to balance a faculty member's load shall not count towards this 15 LHE limit.
5) Because of state-imposed guidelines on part-time/full-time faculty ratios, full-semester unbanking and sabbaticals are limited to six percent (6%) of the faculty in any one semester. The order of priority for leaves approved under this section shall be as follows: sabbatical leaves, faculty members who have not previously unbanked

leave, and faculty members who have previously unbanked leave by order of seniority.
6) Banked LHE may not be accumulated and used in the same semester.
~~7) Reassigned time may not be designated as overload and cannot be banked.~~
7~~8~~) Faculty on unbanked leave, or any other leave, may not bank overload assignments.
8~~9~~) All fall and spring classroom LHE come with associated "flex" obligations as specified in section C.16~~7~~.1. Faculty banking classroom LHE must complete the required "flex" obligation for those LHE in the fiscal year the class is taught and banked.

D.3.2 Banking and Unbanking Procedures

Banking

A faculty member wishing to bank LHE must complete an *Application for Banking LHE* form that includes approval by the dean. This completed form must be submitted to the Payroll Office prior to the latter of the second week of the regular semester or the first meeting of the class to be banked.

No more than twenty-one (21) Lecture Hour Equivalents (LHE) can be accumulated at any point in time.

If an instructor has only a part of a class as overload, the partial LHE is eligible for banking. If a class is canceled, the associated LHE being banked is canceled, and the instructor is paid on a pro-rata basis for the classes that met prior to the cancellation.

Unbanking

A faculty member must apply to unbank accumulated LHE by the fourth week of the semester prior to the semester during which the LHE would be unbanked. An *Application for Unbanking LHE* form must be completed. The amount of unbanked LHE may not exceed the amount of banked LHE. An *Application for Unbanking* may be submitted after the start of a new semester in order to complete a full-time faculty member's load.

Prior to unbanking LHE, the following must be certified by the faculty member, department chair, dean, and the appropriate vice president: (a) the program will not be jeopardized by the absence of the faculty member, ~~and~~ (b) competent staff are available to teach the classes/provide the services vacated by the regular faculty member, and (c) unbanking will not interfere with a scheduled evaluation. An extension may be approved by the appropriate vice president. If a leave is not granted it may be rescheduled to another semester.

Extended Contracts

Faculty on extended contracts unbanking 15 LHE are eligible for a reduction in assignment of eighty-eight (88) contract days. Any such reduction is subject to the calendar approval

process. The eighty-eight (88) contract days shall fall between July 1 and December 31 or January 1 and June 30. Exceptions may be granted by the appropriate dean and vice president.

Faculty on extended contracts unbanking less than 15 LHE may elect to have each unbanked LHE converted in accordance with the formulas and tables in section C.2.1. Any such election is subject to the calendar approval process.

Cashing Out Banked LHE

Banked LHE may not be held for more than ten (10) years. If the faculty member does not unbank the LHE by the 10th calendar year following the year in which the LHE were banked, they will be paid for those LHE at the LHE compensation rate in effect at the time those LHE were banked, by January 31st of the 11th calendar year after the year in which the LHE were banked. LHE banked prior to fall 2013 shall be paid at a rate of 33 hours per LHE; LHE banked in fall 2013 or later shall be paid at a rate of 35 hours per LHE. Payroll shall maintain a record of the hours banked per LHE for each faculty member.

By way of example, if a faculty member banks 3 LHE in fall 2011 and 6 LHE in spring 2014, and the faculty member does not take banked time off by the end of 2021, then the faculty member will receive, by January 31st of 2022, payment for the 3 LHE banked in fall 2011 at the LHE compensation rate (and number of hours per LHE) in effect at the time those LHE were banked. The 6 LHE banked in spring 2014 will continue to be banked and are available for banked time off until fall 2024.

Notwithstanding the foregoing, if one of the following events occurs before the end of the 10th calendar year following the year in which the LHE were banked, then the faculty member or their estate or designated beneficiary will be paid for the banked LHE at the LHE compensation rate in effect at the time those LHE were banked, within thirty (30) days following the occurrence of such event. Those events are:

- Death (payable to estate or designated beneficiary)
- Disability (as defined below)
- Retirement or termination
- Unforeseeable emergency (as defined below).

In the event of an unforeseeable emergency, the faculty member will be paid for their banked LHE at the LHE rate in effect at the time those LHE were banked; provided, however that the amount paid cannot and will not exceed the amount reasonably necessary to satisfy the emergency need (which may include amounts necessary to pay any Federal, state, local, or foreign income taxes or penalties reasonably anticipated to result from the distribution). Any banked LHE not converted to cash pursuant to the preceding sentence will continue to be held as banked.

A faculty member will be considered disabled if the faculty member is either (a) unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months or (b) receiving income replacement benefits for a period of not less than three (3) months under an accident and health plan covering employees of the district by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months. In addition, a faculty member will be deemed disabled if determined to be totally disabled by the Social Security Administration.

A faculty member will be considered to experience an "unforeseeable emergency" upon a severe financial hardship to the faculty member resulting from an illness or accident of the faculty member, the faculty member's spouse, the faculty member's beneficiary, or the faculty member's dependent; loss of the faculty member's property due to casualty (including the need to rebuild a home following damage to a home not otherwise covered by insurance, for example, not as a result of a natural disaster); or other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the faculty member. For example, the imminent foreclosure of or eviction from the faculty member's primary residence may constitute an unforeseeable emergency. In addition, the need to pay for medical expenses, including non-refundable deductibles, as well as for the costs of prescription drug medication, may constitute an unforeseeable emergency. Finally, the need to pay for the funeral expenses of a spouse, a beneficiary, or a dependent may also constitute an unforeseeable emergency. The purchase of a home and the payment of college tuition are not unforeseeable emergencies. Whether a faculty member is faced with an unforeseeable emergency permitting a distribution is to be determined based on the relevant facts and circumstances of each case, but, in any case, a distribution on account of unforeseeable emergency may not be made to the extent that such emergency is or may be relieved through reimbursement or compensation from insurance or otherwise, by liquidation of the faculty member's assets, to the extent the liquidation of such assets would not cause severe financial hardship, or by cessation of banking LHE under the plan.

ARTICLE E: DEPARTMENT CHAIRS AND CE DUTIES

E.1.0 DEPARTMENT CHAIR SELECTION AND DUTIES

Each department chair shall be elected for a term of two (2) years by a majority vote of the full time members of the department and may be recalled at any time. The election must be held by March 5, with the chair-elect taking office the day after commencement. Persons so elected should be tenured faculty members of the department where available. The department chair's duties shall be compensated with reassigned time and a summer stipend according to sections E.2.1 and E.2.2 of this document. In the event the department is unable to elect a chair, the Vice President, Instructional Services, may make a temporary appointment for one year, or the balance of the current year, as appropriate.

The department chair is accountable to their departmental colleagues and dean. They are accountable for classified employees and student workers (under the direction of the dean). The primary responsibilities of the department chair is to work collegially to ensure and facilitate the effective, efficient operation of the department, and to serve as liaison with the administration.

Direct Functions:

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1. The department chair or designee is responsible for overseeing and coordinating the department's Student Learning Outcome and Assessment (SLO) process. (ongoing)
2. Acts as spokesperson and advocate for the department. (ongoing)
3. Coordinates interviews for associate faculty positions and makes hiring recommendations in accordance with BP/AP 7120-4 and AP 7120-5. (periodic)
4. Organizes and conducts any department meetings. (ongoing)
5. ~~5.~~ Responds to pre-requisite challenges. (ongoing)
6. ~~6.~~5. ~~Oversees recruitment for programs.~~
7. ~~7.~~6. Facilitates department activities (e.g. retreats, workshops, poster sessions, and student conferences). (ongoing)
8. ~~8.~~7. Addresses initial stages of requests for change of grades (after instructors ~~and prior to Academic Senate president~~). (ongoing)
9. ~~9.~~8. Recommends schedule, schedule growth, cancellations, faculty assignments~~, and load~~ to the dean. (ongoing)
10. ~~10.~~9. Recommends the hiring of associate faculty~~, hourly instructional assistants, student workers,~~ and substitute instructors to the dean. (ongoing)
11. ~~11.~~10. Attends department chairs' meetings (four meetings per semester, including up to one retreat per semester), contributes agenda items before the meeting, and disseminates information from the meetings to department members. (ongoing)
12. ~~12.~~11. Orients new full-time and associate faculty to departmental resources. (ongoing)
13. Responds to initial equivalency requests from a discipline perspective. (ongoing)
14. Provides support for mentoring and development of associate faculty. (ongoing)

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~~13.~~ Serves on the hiring committees, tenure review committees, and peer review committees of full-time faculty in their area. (periodic)

14.

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Work with the appropriate dean(s) to:

~~14.~~15. Monitor curriculum development and revision. (ongoing)
~~15.~~16. Evaluate full-time tenured faculty. (periodic)
~~16.~~17. Support completion ~~Complete~~ of state and federal reports. (periodic, only certain departments).
18. Coordinate and submit annual and comprehensive program reviews, including resource and equipment requests. (ongoing)
~~17.~~19. Develop full-time faculty hiring requests for AAC consideration. (periodic)
~~18.~~20. Coordinate the hiring process for full-time faculty. (periodic)
~~19. Approve advertisements for the schedule of classes.~~
~~20.~~21. Monitor budgets, including personnel expenses and departmental travel budgets [individual departments may elect to have 9811 and personnel budgets monitored and requests for budget transfers submitted partially or entirely by the dean].
~~21.~~22. Address faculty complaints and grievances.
~~22.~~23. Address initial stage of student grievances.
~~23. Develop instructional equipment requests.~~

E.1.1. Department Chair Election

Elections will be held every two (2) years ~~by March 5 of that year~~. The Office of Instruction shall send a reminder on or before February 1 to departments required to hold department chair elections. Faculty members may submit nominations for department chair to the administrative assistant assigned to the department on or before February 15. Thereafter, the administrative assistant shall arrange for the department chair election as described below. The department chair election process must be completed on or before March 5.

Faculty shall be eligible to vote in the department that they are primarily assigned. Primary assignment shall be established in the following order: (1) the department the faculty member was hired into; or (2) by the faculty member having more than fifty percent (50%) percent of their load in an individual department over a two-year lookback period, exclusive of reassigned time. Each full-time faculty member of a department is eligible to vote according to the principle of one (1) person, one (1) vote.

Members will cast a secret ballot either at a meeting with all members voting and present, or through ballots collected by the ~~school secretary~~administrative assistant. Faculty members shall have a minimum of five (5) calendar days to vote if conducted outside of an in-person meeting. A record of the outcome will be contained in the department minutes or other record of action, and a copy will be sent immediately to the Office of Instructional Services in order that changes are officially recorded.

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E.1.2 Department Chair Evaluation

A department chair will be evaluated by full-time and associate faculty members of the department before the end of the first semester of a chair's tenure. Evaluation will be repeated in the subsequent semester after any evaluation in which performance is found to be substandard. If a department chair serves multiple terms as chair, the evaluation process shall be completed at a mutually agreed-upon time during each new two-year term.

The dean will evaluate the department chair related to their direct functions and responsibilities as chair. Upon completion of the evaluation process, the department chair shall meet with the dean to discuss the results.

If the faculty members determine that the department chair is not satisfactorily performing the duties of the position, they may initiate the process for recall of the department chair.

If the dean determines that the functioning of the department is being hindered by persistent inability or unwillingness of the chair to perform the duties of the position, they may initiate the process for administrative removal of the chair.

E.1.3. Removal or Recall of the Department Chair

Administration Process: Removal

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The dean may recommend removal of a department chair from office at any time after the first evaluation period if the functioning of the department is being hindered by the persistent inability or unwillingness of the chair to perform the duties of the position. Any recommendation for removal must be approved by the appropriate vice president. In such an event, the appropriate vice president will follow due process involving an ad hoc committee. The four-person ad hoc committee will be comprised of the Academic Senate president, their appointee, the appropriate vice president, and their appointee.

Faculty Process: Recall

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A single member of that department may petition for recall, citing written reasons for their request, for the matter to be placed on the agenda. The department chair must notify all other members of the department about the request in no fewer than five (5) or more than fifteen (15) business days that the matter is to be discussed at a department meeting. After an interim period of not less than thirty (30) nor more than forty-five (45) calendar days, the department must meet to vote. Two-thirds of the department must be present to vote on recall. Only full-time faculty members are eligible to vote. Eligibility and voting strength shall be determined by the same criteria as for department chair election as described in section E.1.1. The department chair may be recalled by a simple majority of those voting. The minutes or other record of the department meeting should reflect the outcome, but

the debate itself should not be recorded. No department chair can be subjected to more than one (1) recall attempt per academic year.

If the department chair is removed or recalled, a new chair shall be elected by the full-time faculty of the department using the process described in section E.1.1.

E.2.0 DEPARTMENT CHAIR REASSIGNED TIME

Each department chair shall be compensated with reassigned time based upon the procedures outlined below.

E.2.1 Department Chair Reassigned Time Table~~s~~

The district and Assembly agree that the reassigned time for Department Chairs reflected below shall commence in Fall 2025. Allocations for Summer 2025 reassigned time will be based on the calculations and department configuration from 2024–2025.

Compensation for each department chair shall be provided as reassigned time. Reassigned time shall be based primarily on department size (FTEF) according to the following table:

Department Size (FTEF)		Reassigned Time (FTE)
is at least	**but less than**	
1.00	~~6.0~~4.50	0.20
~~6.0~~4.50	10.00	0.30
10.00	14.00	0.40
14.00	17~~8~~.00	0.50
17~~8~~.00	21~~2~~.00	0.60
21~~2~~.00	26.00	0.70
26.00	30.00	0.80
30.00	34.00	0.90
34.00	–	1.00

FTEF is calculated as the average spring and fall FTEF as of February 15 of the preceding academic year.

For the Counseling department, FTEF shall be calculated according to the formula:

FTEF = (number of full-time faculty) + (non-contractual classroom LHE ÷ 15) + (associate faculty counseling hours per week ÷ 25)

For the Library department, FTEF shall be calculated according to the formula:

FTEF = (number of full-time faculty) + (non-contractual classroom LHE ÷ 15) + (associate faculty library hours per week ÷ 15)

Reassigned time for a department chair with an extended contract (Counseling and Library departments) shall extend throughout their contract.

By the beginning of week nine (9) of the spring semester each year, the Office of Instruction shall provide the Assembly with information on spring and fall FTEF and the department chair reassigned time for the upcoming academic year determined in accordance with this Article, for verification and inclusion as an appendix to this Agreement.

E.2.2 Distribution of Department Chair Reassigned Time

Department chair reassigned time may be shared with other members of the department who perform significant departmental duties. The elected department chair must retain the largest share of reassigned time and will be the primary contact between the dean and the department. The elected chair is ultimately responsible for ensuring that all departmental responsibilities and chair duties are carried out. The distribution of reassigned time shall be determined upon mutual agreement between the elected department chair and the appropriate dean***,*** in consultation with the other full-time faculty members of the department.

The maximum reassigned time that may be assigned to a department chair is 0.80 FTE. Any reassigned time above 0.80 FTE must be shared with other full-time faculty in the department.

E.2.3 Summer Compensation

Each department chair is paid for their summer duties via a stipend. This stipend does not count toward the 10~~9~~.0 LHE maximum a faculty member is allowed to teach during the summer. Stipend LHEs for summer duties are not considered overload and are not capped at step 10.

Summer stipends for departments other than Counseling and Library shall be calculated according to the following formula:

stipend in hours = 13.8 + (spring WFCH x 0.227)

Summer stipends for the department chairs of the Counseling and Library departments shall be calculated using the following formula (this formula has been pro-rated to reflect the extended contracts of the Counseling and Library chairs):

stipend in hours = 9.5 + (spring FTEF x 2.22)

where FTEF for the Counseling and Library departments is calculated according to the formulas established in section E.2.1.

Results shall be rounded to the nearest hour. The minimum stipend shall be 33 hours (1.0 non-contractual, non-teaching LHE); departments whose stipend is less than 33 hours according to this formula shall receive 33 hours stipend.

For the purposes of Payroll, stipends will be calculated in non-contractual, non-teaching LHE, where 1 LHE = 33 hours.

By the beginning of week nine (9) of the spring semester, the Office of Instruction shall

provide the Assembly with information on spring WFCH and stipends for the upcoming summer in accordance with this Article for verification purposes.

Half of the hours paid by stipend shall be on-campus (or at off-campus meetings scheduled by the Office of Instruction). The other half can be performed externally. A schedule of hours shall be produced between the dean and department chair; the distribution of on-campus hours within the total required may be modified by mutual agreement between the dean and department chair at any time during the summer.

If agreed to by the dean, a department chair may ~~split~~ share their stipend with others in the department to cover the required time commitment.

If a chair cannot serve in the summer, their stipend can be given to another department member, preferably in the following order: 1) another faculty member in the department; 2) a faculty member in another department; and, 3) the dean (no stipend). These decisions are to be made by the chair and the dean.

E.2.4 Winter Intersession Compensation

Department chairs required to work during the winter intersession shall be compensated via a stipend at their non-contractual, non-teaching hourly rate. The department chair shall submit a personnel requisition to their dean for all hours worked, not to exceed thirty (30) hours. The personnel requisition must include a description of work and activities completed. If agreed to by the dean, a department chair may share these hours with others in the department to cover the required time commitment.

E.2.~~5~~4 Interim Department Chairs

If a department chair is unable to serve any portion of their term during the regular contract year, or any extensions thereof, an interim department chair shall be elected by a majority vote of the full~~-~~time members of the department. The election may be held during a departmental meeting, via e-mail, or by ballot collected by the school secretary.

In the event the department is unable to elect a department chair, the appropriate vice president may make a temporary interim appointment.

The interim department chair shall receive reassigned time for department chair responsibilities on a pro-rata basis for the remainder of the semester or academic year, as appropriate. The interim department chair shall assume their role as chair at the earliest practicable time after election. For planned or scheduled leaves expected to last an entire semester, such as a sabbatical or maternity leave, the interim department chair shall assume their role at the beginning of the semester of the leave.

The interim department chair may be recalled under the procedures specified in section E.1.3.

This section may only be invoked for approved leaves of absence expected to last twenty (20) business days or more.

Upon return from the leave of absence, the original department chair shall have the option to resign from the department chair position or resume the responsibilities of the position.

E.3.0 REASSIGNED TIME FOR CAREER EDUCATION DUTIES

Career Education (CE) full-time faculty are eligible for reassigned time based on CE duties performed. The available CE reassigned time shall be distributed based on the criteria outlined in Appendix 4.2 and administered by the CE dean. The details of the application process are outlined in Appendix 4.1.

The basic distribution formula is:

annual FTE for CE individual =
(individual hours validated) ÷ (total hours validated) x (FTE provided)

The total CE reassigned time provided shall be 3.00 FTE (45.0 LHE) per semester.

ARTICLE F: LEAVES

F.1.0 DEFINITIONS

Definition of Immediate Family. Unless otherwise specified below, immediate family shall include a faculty member's current spouse, domestic partner, parent (biological, foster or adoptive, stepparent, or legal guardian), mother-in-law, father-in-law, grandparent, child (biological, adopted, foster child, stepchild, legal ward, child of a domestic partner, or a child in loco parentis), grandchild, brother, sister, and any relative living in the faculty member's immediate household.

F.2.0 DEDUCTIONS OF SALARY FOR LEAVES OF ABSENCE

Unless otherwise specified below, deductions of salary for leaves of absence shall be computed on a workday basis.

F.3.0 LEAVE OF ABSENCE WITHOUT PAY

The Board of Trustees may grant a leave of absence without pay for any purpose.
The district may request a leave of absence without pay for a faculty member for any purpose.

A faculty member may request a leave of absence without pay for any purpose for a period not to exceed one year in up to six-month intervals, except as specified in policy related to parental leaves, subject to the following restrictions:

1. Requests for leaves of absence without pay for thirty (30) days or less shall be submitted on or accompanied by a completed "Leave of Absence without Pay Request Form." Such requests may be allowed with the approval of the appropriate dean and vice president. Board action is not required.
2. Requests for leaves of absence without pay for more than thirty (30) days shall be sent to the Board for approval. Such requests shall be submitted on or accompanied by a completed "Leave of Absence without Pay Request Form" indicating the department's support or nonsupport of the request.
3. A faculty member absent due to illness must exhaust all paid leave to which they are entitled before a request for an unpaid leave of absence will be considered. Verification of the faculty member's inability to return to work from the faculty member's physician shall be required. A second opinion from a medical provider identified and paid for by the district may also be required. A written health clearance from an appropriate medical provider shall be required for return to duty with the district after completing an unpaid leave.

A faculty member who returns from an approved leave of absence without pay (except for extended illness as described above) shall automatically be entitled to all previously accrued but unused/unpaid sick leave. No sick leave shall be accumulated during such period of absence.

F.4.0 SICK LEAVE

Each full-time faculty member shall accrue one (1) day of sick leave for each calendar month of contracted service. Such leave shall be granted only for personal illness or injury resulting in absence on days that the faculty member is required to render service to the district, except as otherwise provided in this Agreement and district policies or procedures.

The allowance for leave computed on the basis of the faculty member's contract is allowable in full at the beginning of the first day of service.

The amount of leave not taken in any school year shall be accumulated from year to year.

An absence of more than the number constituting half a year's accrual of sick leave (e.g., five (5) days for a unit member who earns ten (10) days of sick leave per year) must be verified by a physician, recognized religious practitioner, or registered nurse. A faculty member absent from duties for reasons of illness or accident for a period of five (5) months or less from the date of expiration of accumulated sick leave shall receive fifty percent (50%) of their regular salary.

Faculty members shall notify the appropriate dean regarding an absence of any duration during a contractual work week. When practicable, faculty members should inform the appropriate dean in advance regarding any planned or scheduled absence. Faculty members are required to report the number of hours absent (up to a maximum of eight (8) hours per day of absence) on the appropriate district form when unable to perform contractual duties during any work day.

All faculty members shall be notified regarding accumulated sick leave balances on a monthly basis.

F.4.1 Accrual and Charging of Sick Leave

The payroll office shall maintain leave records for all faculty. Sick leave is accrued/charged in accordance with the following procedures:

- All faculty are considered "on duty" five (5) days per week for contractual assignments, regardless of the number of days they meet their classes or their duty obligations.
- Sick leave shall be accumulated, reported, and debited in units of days or hours, at the rate of 1 day = 8 hours for contractual sick leave, and 1 day = 6 hours for non-

contractual sick leave. Contractual and non-contractual sick leave shall be accumulated, recorded, and debited separately.
- If a faculty member is absent for an entire week, they are charged for five (5) days regardless of the number of days they were scheduled to work that week.

The following provisions shall apply to sick leave accumulation:

Contractual Aassignments:

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- For days of sick leave to be credited for all contractual assignments, a day shall be defined as consisting of eight (8) work hours, as commensurate with the workload agreements.
- Contractual sick leave shall be accumulated at the rate of ten (10) days per year for a standard 10-month contract.
- For extended contracts, sick leave shall be accumulated as follows:

Contract days per year	Sick leave days per year
195	11

- For partial contracts (less than 1.00 FTE), sick leave days shall be accumulated at the fraction of ten (10) days proportionate to the reduction in workload (e.g. 7.5 days for a 0.75 FTE contract).

Non-Ccontractual Aassignments:

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- For days of sick leave credited for all non-contractual assignments, a day shall be defined as consisting of six (6) work hours, as commensurate with the workload agreements.
- Non-contractual sick leave shall be accumulated at the rate of 1/3 day (2 hours) per non-contractual LHE.
- Faculty members' absences occurring during non-contractual assignments are reported via the timekeeping/payroll system.

The following provisions shall apply to debiting of sick leave:

Contractual Aassignments:

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- Faculty members shall have sick leave deducted on the basis of half-day increments.
  - Faculty members who are unable to perform any contractual duties during an entire work day shall be charged one (1) day of sick leave (including personal necessity leave) for each day they are absent.
  - Faculty members who complete any portion, but less than a full day, of their scheduled contractual duties shall be charged a half-day of sick leave.

- Contractual duties include contact hours, preparation hours, student hours, and institutional service hours as defined in section C.1.1 of the Agreement.

Non-C~~c~~ontractual A~~a~~ssignments:

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- For days in which a faculty member is absent from part or all of their non-contractual assignment, non-contractual sick leave shall be debited for the work hours missed (contact and prep hours as determined by the appropriate discipline factor). If a faculty member has exhausted all non-contractual sick leave, non-contractual pay will be docked for the work hours missed.

F.4.2 Transfer of Sick Leave

A faculty member who has been an employee of another California public school district, community college district, County Superintendent of Schools, the Office of the Chancellor or Board of Governors of the California Community Colleges, or the Commission on Teacher Preparation, for a period of one school year or more, and who is employed in this district at any time during the second or any succeeding year of their employment with the first district, shall have transferred with such employee to this district the total amount of sick leave that was accumulated in the previous district of employment.

It is the faculty member's responsibility to secure the transfer of any such leave balance from a previous California school employer.

F.5.0 PARENTAL AND FAMILY LEAVES

F.5.1 Parental Leave

Paid Parental Leave

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Eligibility: Faculty members whose initial date of hire is at least twelve (12) months prior to taking parental leave. Faculty members are not required to have worked a minimum of 1,250 hours in the twelve (12) months prior to the leave in order to be eligible for paid parental leave.

Purpose: Eligible faculty members shall receive their full salary for a maximum of four (4) workweeks for leave taken for the reason of the birth of a child or the placement of a child with the faculty member in connection with the adoption or foster care of the child. Thereafter, faculty members who continue to be absent from duty under this section, shall receive fifty percent (50%) of their salary for up to eight (8) additional workweeks. Faculty members are ineligible for paid parental leave during intersession or summer terms.

Faculty shall be authorized to use any accrued leave, including sick leave and unbanked time, to supplement the paid leave for up to eight (8) workweeks. Faculty may elect to convert each unbanked LHE in accordance with the formulas and tables in section C.2.1. Faculty may also unbank additional LHE to complete a full semester at this same rate. No faculty shall be paid in excess of one-hundred percent (100%) of their salary during the period of parental leave.

Use: Paid parental leave must be taken within twelve (12) months of the date of birth or placement of the child with the faculty member. The twelve (12) workweeks do not have to be taken consecutively. Where both parents of the child for whom leave is taken are employed by the district, any amount of parental leave taken by one parent shall not diminish the twelve (12) workweeks of parental leave to which the other parent may be entitled.

Maximum Duration: Paid parental leave shall be exhausted after twelve (12) workweeks. A faculty member shall not be entitled to more than twelve (12) workweeks of paid parental leave in any twelve (12) month period.

Unpaid Parental Leave

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Upon written request, a faculty member may request additional unpaid parental leave. Parental leave shall be granted for a maximum of twelve (12) months, whether paid or unpaid. Consideration will be given to granting an extension of the leave, if requested, until the beginning of the next school semester should the expiration of the twelve (12) months of parental leave occur during the school year.

F.5.2 Family Leave

It is the intent of the district to comply with the California Family Rights Act of 1991 (CFRA) and Federal Family and Medical Leave Act (FMLA) of 1993 and revised 2009 FMLA. (When this article refers to FMLA, it means both the FMLA and CFRA.) These acts entitle employees to up to twelve (12) weeks of unpaid leave (or 26 weeks for leave to care for a covered service member who is injured or ill) per year (12 months) for the following reasons:

1. Because of the birth of a son or daughter of the faculty member and in order to care for such son or daughter.
2. Because of the placement of a son or daughter with the faculty member for adoption or foster care.
3. In order to care for the spouse/domestic partner, or child (regardless of age or ability to engage in self-care), parent, grandparent, grandchild, or sibling of the faculty member, if such spouse/domestic partner, child, parent, grandparent, grandchild, or sibling has a serious health condition, as verified by an appropriate medical advisor.

4. Because of a serious health condition, as verified by an appropriate physician or recognized religious practitioner, that makes the faculty member unable to perform the functions of their position. A second opinion rendered by a medical examiner selected and paid for by the district may be requested.
5. A qualifying exigency related to the covered family member's active duty or call to active duty in the National Guard or Reserves in support of a contingency operation.
6. To care for a spouse/domestic partner, son, daughter, parent, or "next of kin" of a covered service member of the U.S. Armed Forces who has a serious injury or illness incurred in the line of duty on active duty in the Armed Forces.

FMLA leaves may be requested by the faculty member or the district may designate a faculty member's leave to be FMLA leave when the faculty member takes a leave of absence for an FMLA-qualifying reason.

The district may request that a faculty member provide a medical certification to the district from a health care provider within thirty (30) days, unless it is not practicable under the particular circumstances to do so despite the faculty member's diligent, good faith efforts. For the serious health condition of a family member, the faculty member may be requested to provide written certification that contains: the date, if known, on which the serious health condition commenced; the probable duration of the condition; an estimate of the amount of time which the health care provider believes the faculty member needs to care for their spouse/domestic partner, child, parent, grandparent, grandchild, or sibling.

For a covered service member with a serious injury or illness, the faculty member may be requested to provide written certification that contains information from a health care provider with information regarding the service member's serious injury or illness.

For a qualifying exigency, the faculty member may be required to provide a copy of the military member's active duty orders or other documentation issued by the Armed Forces that indicates that the military member is on covered active duty or call to active duty status in a foreign country, and the dates of the military member's active duty service.

If the faculty member provides an incomplete medical certification, the district must give the faculty member a reasonable opportunity to cure any such deficiency.

All approved FMLA leaves shall run concurrently with any other paid and/or unpaid leave to which the faculty member may be entitled, i.e. parental, personal necessity, accrued and extended sick leave. FMLA and CFRA leave will run concurrently where applicable. The faculty member shall be notified within five (5) days after FMLA is requested that, if approved, their FMLA leave will run concurrently with all other leaves to which they may be entitled.

While a faculty member is on FMLA leave, the district will continue their health benefits at the same level and with the same premium co-payments that existed prior to the effective date of the leave. Should the faculty member fail to return to work after taking FMLA leave

for any reason other than the continuation, recurrence, or onset of a serious health condition or other circumstances beyond the faculty member's control, reimbursement for premiums paid by the district during the leave may be required.

Upon expiration of leave, a faculty member is entitled to be reinstated to the position of employment held when the leave commenced, or to an equivalent position with equivalent benefits and pay. Faculty members have no greater rights to reinstatement, benefits, and other conditions of employment than if the employee had been continuously employed.

If the faculty member and district have agreed upon a date of reinstatement at the beginning of the leave, the district will reinstate the faculty member on the date agreed upon. If the reinstatement date differs from the original agreed-upon date, the district will reinstate the faculty member within two (2) business days of the faculty member's return to work, where feasible.

Faculty members may be required to periodically report on their status and intent to return to work. This will avoid any delays to reinstatement when the faculty member is ready to return.

The FMLA clearly provides that it does not preempt state law to the extent that the state law is more protective of employee rights (FMLA section 401(b)). Faculty members should consult with Human Resources to determine which act provides the greater benefit to the faculty member on such leave issues.

F.6.0 MILITARY LEAVE

Qualifying military leave shall be granted in accordance with the California Military & Veterans Code section 389 *et. seq.* and the federal Uniformed Services Employment and Reemployment Rights Act ("USERRA"), 38 U.S.C. section 4301, *et. seq.*

The district shall grant faculty members a military leave of absence to the extent required by applicable federal and state law, not to exceed five (5) years.

The faculty member must request a military leave of absence in writing together with a copy of their reporting orders to be eligible for payment of the salary and benefits outlined below.

Leave for Annual Training Duty

A faculty member, upon submission of military orders to report for training duty, shall be granted a leave of absence without loss of salary.

Such training should be scheduled during non-contractual periods or at the convenience of the district whenever possible.

Salary

A faculty member shall be entitled to receive their full salary, including any step advancements, for the first six (6) months of military leave of absence provided it occurs during a paid status period of the faculty member's work year. Salary for absences during months two (2) through six (6) shall be offset by the amount of gross pay received by the faculty member from the military. Requests for military leave beyond six (6) months must be approved by the superintendent/president or designee.

Health Benefits

A faculty member is ineligible for long-term disability coverage while on active duty. All other district-paid health benefits shall be continued for the faculty member and their eligible dependents for the duration of military leave, paid and unpaid.

Sick Leave

Faculty members on military leave accrue any benefits the district provides to other faculty members. For example, if faculty members on other approved leaves are permitted to accrue sick leave, faculty members on military leave will do so as well, as established by this Agreement and district policy and/or procedure.

Reinstatement

Faculty members on military leave shall accrue any benefits afforded by any collective bargaining agreement negotiated during their absence.

Subject to the qualifications and limitations set forth in the Uniform Services Employment Rights Act (USERRA–38 United State Code section 4301 et seq.) and state law, an employee on military leave shall generally be entitled to return to the position that they would have attained with reasonable certainty if not for the absence due to uniform service. A faculty member shall be placed at the appropriate class and step they would have achieved if not for the absence due to uniformed service.

Prior to resuming work, the faculty member shall be required to submit satisfactory evidence of their physical and mental fitness for duty, including any job-related restrictions or limitations requiring accommodation. Absent unusual circumstances, re-employment shall occur within two weeks after the re-employment application.

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F.7.0 QUARANTINE LEAVE

A faculty member unavoidably absent from duty under quarantine imposed by order of any authorized health officer shall be paid regular salary for the period of absence without deduction from the faculty member's sick-leave balance. A copy of the quarantine order showing its applicability to the faculty member must be provided to the Human Resources Department.

F.8.0 INDUSTRIAL ACCIDENT AND ILLNESS LEAVE (WORKER'S COMPENSATION)

The district is required, under the California Workers' Compensation Law, to provide employees with coverage that guarantees prompt benefits when an employee is injured on the job or incurs a job-related illness. Benefits are in the form of medical care, temporary disability benefits, and may include permanent disability awards.

Upon reporting an injury, benefits are automatic and are applied according to state law. Faculty members must promptly report injuries to the appropriate deans. The district will also provide industrial illness and injury leave as required by Education Code section 87787.

The following procedures should be followed whenever a faculty member, as required, reports any job-related injury to their dean.

1. All injuries sustained by faculty members while on duty shall be reported at the earliest practical moment to the Human Resources Department, regardless of the nature of the injury.
2. Faculty members at the Oceanside or San Elijo campuses should visit Health Services during hours of operation for examination and/or further medical referral. Faculty members at the Community Learning Center and off-site locations, or whose injuries occur outside the hours of operations for Health Services, will be referred directly to the appropriate district-designated health-care provider.
3. Following a report of a job-related injury or illness, Human Resources shall provide a faculty member with the appropriate claim form.
4. The dean shall complete the Supervisor's Report of Accident Form for each reported injury, regardless of severity. All sections of the report must be completed by the dean.
5. ~~5.~~ All forms must be sent to the Human Resources Department.

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F.9.0 BEREAVEMENT LEAVE

Every faculty member shall be granted three (3) days of bereavement leave with full pay when the death of any member of the immediate family occurs. Additional days may be granted at the discretion of the Board of Trustees. The superintendent/president or designee may approve bereavement leave in other circumstances deemed to fit the spirit and intent of this policy.

Five (5) days leave will be allowed when travel outside the state is required. Bereavement leave in excess of the authorized amount may be charged as personal necessity leave.

Bereavement leave shall be taken within twelve (12) months of the death of the immediate family member.

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F.10.0 PERSONAL NECESSITY LEAVE

In cases of personal necessity a faculty member may use up to six (6) days of earned sick leave in any contract year, including any of the following:

- Death of a member of the immediate family when additional leave is required beyond that provided by Board policy.
- Serious illness of a member of the immediate family.
- Accident involving the contract or regular faculty's person or property or the person or property of their immediate family, including unavoidable transportation delays.
- Unavoidable family commitments.
- Emergency administration of estate problems relative to the immediate family.
- Observation of a day(s) of religious significance.
- Appearance in court as a litigant, witness, party or under official order other than subpoena or jury duty.
- For faculty members who have been victims of domestic violence, sexual assault or stalking:

  (a) To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking;

  (b) To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking;

  (c) To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking;

  (d) To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation; or

(e) To obtain or attempt to obtain any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the faculty member or their child.

- Other personal emergency or necessity leave: Any other significant event, personal to the faculty member, for which other paid leave of absence is not permitted; and which, under the circumstances, the faculty member cannot reasonably be expected to disregard; and which requires the immediate attention of the faculty member during their regularly scheduled work hours. The faculty member may make this request either to their dean or to the Human Resources Department, in writing, and describe the reason for the need for leave. If the request is made to Human Resources, HR will consult with the faculty member's department to determine whether the operational needs of the department will allow for the leave.

Personal necessity is defined as unavoidable in nature, beyond the contract or regular faculty employee's immediate control, and not solely for their personal convenience.

For purposes of this section, "immediate family member" shall also include other persons closely related by blood and/or marriage in addition to the definition in F.1.0, above.

F.10.1 Waiver of Limitation of Personal Necessity

The Board may grant a waiver of the limitation provided by Education Code (i.e. six (6) days for full-time faculty) per contract-year limitation for the use of accrued sick leave benefits for absences that qualify as personal necessity per Education Code section 87781.5 or 88207.

F.11.0 CATASTROPHIC LEAVE PROGRAM

Faculty members may donate eligible leave credits to an employee when that employee or a member of their immediate family suffers from a catastrophic illness or injury. For purposes of this program, the following terms are defined as follows:

1. "Catastrophic illness" or "injury" means an illness or injury that is expected to incapacitate the employee for an extended period of time or that incapacitates a member of the employee's immediate family, which incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the employee because they have exhausted all of their sick leave and other paid time off (including banked time off).
2. "Eligible leave credits" means accrued sick leave to the donating employee.

3. "Representative of employee" is one to whom employee has given medical power of attorney in such cases where the employee is unable to represent themselves due to incapacitation resulting from a catastrophic illness or injury.

For purposes of this program the following conditions are not covered: elective surgery, normal pregnancy, Worker's Compensation claims, disabilities resulting from substance abuse, intentionally self-inflicted injuries, or normal illnesses such as colds, flu, allergies, headaches, etc.

Upon approval by the Board of Trustees, eligible leave credits may be donated to an employee for a catastrophic illness or injury if all of the following requirements are met:

1. The employee who is, or whose immediate family member is, suffering from a catastrophic illness or injury requests that eligible leave credits be donated and provides a physician's statement of verification of the catastrophic injury or illness.
2. Human Resources determines that the employee is unable to work due to the employee's or their family member's catastrophic illness or injury.
3. The employee has exhausted all accrued paid leave credits.

The maximum amount of time for which donated leave credits may be used may not exceed twelve (12) consecutive months.

An employee who receives transferred leave credits shall use any leave credits that they continue to accrue on a monthly basis prior to receiving transferred leave credits.

If the transfer of leave credits is approved by the Board, any employee may, upon written notice to the Board, donate eligible leave credits at a minimum of eight (8) hours, and in hour increments thereafter, to a maximum of sixteen (16) hours per situation.

A. An employee must retain no fewer than thirty (30) days of sick leave on record to be eligible to donate sick leave days

B. All transfers of eligible leave credits are irrevocable.

Request and Donation Process

Once the employee believes they have met the requirements to obtain catastrophic leave they must submit a completed "Request for Donated Leave" to Human Resources with verification from the attending physician attached.

If the employee has suffered a catastrophic illness or injury resulting in the employee's inability to represent themselves, a representative of the employee may complete the paperwork as long as the representative presents a signed medical power of attorney for the employee.

Human Resources shall submit the request to the superintendent/president for Board action at its next meeting.

If the Board approves the donation of leave credits, Human Resources will announce a call for donations.

Faculty members who wish to donate eligible leave credits must submit a completed "Intent to Donate Leave Credits" to the Payroll Department.

Using the completed “Intent to Donate Leave Credits” forms as a basis, the Payroll Department will transfer leave credits beginning by using the minimum hours donated from each person to meet the anticipated need in an equitable manner.

Once leave has been donated officially, as indicated on the “Intent to Donate Leave Credits,” the form will be returned to the donating faculty member.

F.12.0 JURY DUTY

A faculty member may be granted a paid leave of absence when called for jury duty. A faculty member called for jury duty shall immediately report such notice to their department chair and dean, along with a copy of the jury summons. If absence for jury duty would seriously impair the operation of the college, the dean or appropriate vice president may request that the faculty member seek a postponement of jury service, as allowed by the rules of the county for which the faculty member has been called for jury duty.

Faculty members will be paid at their regular rate of pay for time spent on jury duty. As employees of a public agency, fees paid by the court for jury service should be rejected; however, reimbursement for mileage may be retained. The jury time card must be submitted to the Payroll Department with the faculty absence report.

F.13.0 SABBATICAL LEAVE

The district may grant a leave of absence for study and travel (sabbatical) to any regular, full-time faculty member who has rendered satisfactory service to the district for at least six (6) consecutive years prior to taking the leave, but not more than one such leave of absence shall be granted in each consecutive, six-year period. While absence for an approved nonworking leave shall not be deemed a break in the continuity of service, the time spent on a nonworking leave and/or a sabbatical leave shall not be included as service in computing the six (6) consecutive years required for sabbatical-leave eligibility. Time spent on an approved working leave shall be included in the six (6) years required for eligibility if both the work and the manner of compensation have been approved by the district.

An application for sabbatical leave is to be completed as outlined in the Academic Senate *Sabbatical Leave Handbook* and submitted to the Academic Senate Sabbatical Leave Committee. Applications may be submitted in the sixth year of service (or thereafter) for a sabbatical leave in the seventh year of service to the district.

Prior to submitting the application for sabbatical leave, the following must be certified by the faculty member, department chair, dean, and the appropriate vice president: (a) the program will not be jeopardized by the absence of the faculty member, and (b) competent staff are available to teach the classes/provide the services vacated by the regular faculty member. The chair of the Sabbatical Leave Committee shall notify the dean and department chair of all faculty who have been approved for a sabbatical leave and the semester of the approved leave within ten (10) business days of approval of their application. Faculty members must notify their dean, department chair, and Human Resources if there are any changes to their planned sabbatical leave within ten (10) business days of an approval to change sabbatical leave plans from the Sabbatical Leave Committee (i.e. request to change semester of sabbatical leave, request to delay or cancel sabbatical leave, request to take a 50% sabbatical leave for one year, etc.).

The Academic Senate is responsible for reviewing sabbatical leave applications and making recommendations to the Board. The Academic Senate is also responsible for reviewing sabbatical leave reports for and making recommendations to the Board.
The *Sabbatical Leave Handbook*, which includes information on the types of sabbatical leaves, seniority rules, application procedures, and evaluation standards for reports of completion, shall be maintained by the Academic Senate. The Sabbatical Leave Committee, in consultation with the Academic Senate president, the Faculty Assembly president, and Human Resources, will initiate a draft of proposed revisions to the *Sabbatical Leave Handbook* during the spring semester. Upon completion, the chair of the Sabbatical Leave Committee shall submit a copy of the *Sabbatical Leave Handbook* and any proposed changes to the Assembly president and Human Resources for the purpose of reviewing for potential impacts to faculty working conditions. The Academic Senate president shall also be copied on the communication to the Assembly president and Human Resources. The review process between the district and the Assembly shall be complete before any proposed changes go into effect or are ratified by the Academic Senate.

The number of sabbatical leaves to be granted by the Board of Trustees shall not exceed eight percent (8%) of the full-time faculty per academic year. Exceptions may be approved at the discretion of the college superintendent/president or designee.

Every faculty member, as a condition to being granted a leave of absence pursuant to this procedure, shall agree in writing to render a period of service to the district following their return from the sabbatical leave that is equal to twice the period of the leave.

As a condition of receiving continued salary payments during sabbatical leave, faculty member must obtain a performance bond through the district. Arrangements are to be made through Human Resources. The bond is to provide surety for the faculty member‘s

fulfillment of all obligations accepted as a condition for the granting of the paid leave. The bond shall be exonerated upon death or physical or mental disability of the faculty member.

Once the performance obligations for which the bonding company is guarantor have been discharged and the sabbatical leave report has been accepted by the Board of Trustees, the faculty member will be deemed to be relieved of further performance requirements, except for the condition of continuous employment for twice the period of the leave.

See also section I.3.0, "Professional Development Allowance" for professional development funding available during sabbatical leaves.

ARTICLE G: EMPLOYMENT AND QUALIFICATIONS

G.1.0 ORDER-OF-EMPLOYMENT NUMBER

Every contract or regular faculty member shall be deemed to have been employed on the date upon which they first rendered paid service in a probationary position, and an order-of-employment number shall be assigned.

Contract or regular faculty members who first render paid service on the same date shall participate in a single drawing, as prescribed in Education Code section 87414, to determine their order of employment.

The order, once determined, shall be permanent, shall be entered on the permanent records of the district, and shall be accessible on demand to any contract or regular faculty member of the district or their designated representative.

A contract or regular faculty member who has resigned and has been re-employed by the Board shall have the date on which they first accepted re-employment as determining their order of employment number.

G.2.0 FACULTY SERVICE AREAS

Pursuant to Education Code section 87743.2, the district and the Assembly negotiate faculty service areas (FSA). A table of currently approved FSAs and related procedures are included in Appendix 8 of this Agreement.

Each regular or contract faculty member shall be assigned one or more FSAs. To qualify for a FSA, a faculty member must meet the relevant state minimum qualifications as well as the district competency standard. New hires are considered competent in the FSA(s) for which they are hired, as determined by Human Resources in consultation with the department into which the new faculty member is hired. Faculty members may demonstrate competence for additional FSAs through 15 LHE service (the equivalent of one semester of full-time service) in the FSA as a fulltime or associate faculty member at MiraCosta.

G.2.1 Establishment of Faculty Service Areas

New or revised FSAs may be included in the Appendix by mutual agreement between the district and the Assembly. The Assembly shall consult with the Academic Senate in developing its proposals.

G.3.0 TEMPORARY FACULTY

Full-time temporary faculty, such as full-time sabbatical leave replacements, are represented by the Assembly and subject to the applicable conditions set forth in this Agreement.

See also AP 7212.

ARTICLE H: EVALUATION AND TENURE REVIEW

H.1.0 GENERAL EVALUATION PRINCIPLES

In accordance with Education Code § 87663(c), evaluation of faculty members shall include, but not be limited to, a peer review process.

The evaluation and tenure review processes have been designed to measure established written criteria and ensure that only information related to those criteria can be considered in the process.

The terms of this Article shall be effective for all faculty undergoing tenure review or evaluation in the fall ~~2021~~ 2025 semester or later. Any tenure plans or corrective action plans written before fall ~~2021~~ 2025 shall remain in effect and are not altered by this Article.

The Faculty Assembly president and the Vice President of Human Resources shall confer regarding any questions of interpretation arising from this section. If the Faculty Assembly president and Human Resources disagree, the matter shall become a subject of negotiation between the district and the Faculty Assembly.

H.1.1 Confidentiality

All members of the faculty and administration participating in any evaluation process shall respect the right to privacy of faculty undergoing the tenure review or evaluation processes.

All evaluations and evaluation documents shall be treated as confidential and access to such documents shall be restricted to only those individuals who have a legitimate need to access them during the course of the evaluation process or as part of their regular job duties for the district.

H.1.2 Evaluation Schedule

Full-time faculty evaluation shall occur according to the following schedule:

- **Contract faculty** (referred to in evaluation procedures as “tenure candidates” or “candidates”): at least once every academic year.
- **Regular faculty** (referred to in evaluation procedures as “tenured faculty”): at least once every three (3) academic years.
- **Temporary full-time faculty** at least once during their first semester of employment, using the same forms and processes as tenure candidates.

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Faculty members who have elected to retire at the end of the semester or academic year in which they are scheduled to be evaluated may elect either of the following: (1) to undergo the full evaluation process described in this section, or (2) to receive an evaluation consisting of only student and/or constituent surveys as their final evaluation process as outlined in section H.3~~5~~.0. In order for this section to apply, the retiring faculty member must have submitted their retirement notice to and had it accepted by the district during the academic semester or year of evaluation. The retiring faculty member shall not be required to establish a PRC; instead, the results of the student and/or constituent surveys shall be discussed in a meeting between the faculty member and the appropriate dean.

H.1.3 Timelines, D~~d~~eadlines, E~~e~~xceptions and V~~v~~oting

The timelines and deadlines established in this Article shall be observed in the tenure review and evaluation processes. Steps in these timelines may be completed prior to the listed deadlines as long as they are completed in sequential order, including as appropriate for the evaluation of short-term classes.

If extenuating circumstances exist, written appeals for timeline extensions outlining the reasons and conditions for the request may be made to the appropriate dean in consultation with the Faculty Assembly president. Whenever possible, the appropriate dean or designee shall respond to the request within two (2) business days, stating reasons for either granting or denying the request. Requests for timeline extensions related to medical or parental leaves shall be made in consultation with the faculty member, dean, the Faculty Assembly president, and Human Resources department. The approval or denial of a request for a timeline extension must be documented in the evaluation packet of the affected faculty member and communicated to the Tenure Review Committee (TRC) chair or the Peer Review Committee (PRC) chair, as appropriate. No exceptions may be made to the March 15 statutory deadline.

All members of the TRC and PRC are expected to attend all committee meetings and prepare all reports as defined by this Article. ~~Under unusual circumstances, a~~ A member may participate in a meeting by teleconference (~~audio or audio/video~~e.g., Zoom, Teams, or similar program) ~~if approved in advance by~~with advance notification to the appropriate dean.

TRC and PRC members shall make decisions by consensus, when possible. Where consensus is not possible, decisions shall be made by majority vote. In the event of a tie, the recommendations of the TRC or PRC shall be submitted with all supporting documents to the Appeals and Review Committee for a decision.

H.1.4 Criteria for Evaluation

The following five *Criteria for Evaluation* delineate the areas of performance to be reviewed at the conclusion of each ~~three-year~~ evaluation cycle. Those serving on TRCs and PRCs must limit their evaluation to the five major criteria for the faculty member under evaluation.

All components of faculty evaluation shall be based on the following five *Criteria for Evaluation*:

1. Demonstrated skill in classroom teaching, non-classroom roles, and other responsibilities specifically listed in the employment job announcement. These may include:
   ~~a. Maintaining currency and depth of knowledge in the primary areas of responsibility;~~
   ~~b.~~a. Using effective communication, written and oral;
   ~~c.~~b. Fostering an inclusive learning environment toward equitable outcomes;
   ~~d.~~c. Demonstrating a commitment to cultural competence and equity-minded pedagogies;
   ~~e.~~d. Ensuring careful attention to effective organizational skill in the classroom and/or other worksite(s);
   ~~f.~~e. Utilizing specific techniques or technology utilized in the classroom and/or worksite(s);
   ~~g.~~f. Maintaining a commitment to program/discipline development and enrichment; and
   ~~h.~~g. Demonstrating creativity and innovation.

2. Respect for students' rights and needs. This may include:
   a. Demonstrating patience, fairness, and promptness in the evaluation and discussion of student work;
   b. Exhibiting sensitivity and responsiveness to the needs of individual students and their special circumstances, when appropriate;
   c. Demonstrating sensitivity to and understanding of the diverse academic, social, economic, cultural, ability and ethnic backgrounds of community college students which affect the learning process in the specific area of assignment;
   d. Maintaining contractual obligation to teaching and worksite hours and, if appropriate, to regular and timely office hours and/or the course outline of record;
   e. Acknowledging and defending the free inquiry of students in the exchange of criticism and ideas; and
   f. Recognizing the opinions of others.

3. Respect for colleagues and the educational professions. This may include:
   a. Acknowledging and defending the free inquiry of colleagues in the exchange of criticism and ideas;
   b. Recognizing the opinions of others;
   c. Acknowledging sources, when appropriate;
   d. Striving to be objective in their professional judgment of colleagues;
   e. Acting in accordance with the ethics of the profession and with a sense of personal integrity;

f. Working in a spirit of timely cooperation to develop and maintain a collegial atmosphere;
g. Timely response to the administrative requirements of the assignment, including, but not limited to, submitting census rosters, grades, requests for scheduling information, documentation of services (ex. counseling notes), and/or responsiveness to direct communications; and
h. Demonstrating sensitivity to human and cultural diversity among colleagues.

4. Continued professional growth, which may be demonstrated by:
   a. Participating in self-initiated professional activities such as coursework, attendance at workshops, seminars, or professional meetings;
   b. Developing new curriculum, programs, or services;
   c. Engaging in personal and professional development related to cultural competence and equity-minded practices;
   d. Conducting discipline, programmatic, or pedagogical research;
   e. Contributing to written publications, artistic exhibits, or conference presentations;
   f. Maintaining involvement in professional organizations, community partnerships, or other activities; and
   g. ~~Providing service in student organizations and activities, including district sponsored student success initiatives and outreach activities.~~Maintaining currency and depth of knowledge in the primary areas of responsibility.

5. Participation in institutional service and collegial governance. This may include:
   a. Active involvement in a fair share of committee work or leadership roles (e.g., governance councils, advisory committees, ad hoc committees, task forces, and accreditation standards groups);
   b. Active involvement in department or program functioning (e.g., sub-committee work, program review, and participation in Student Learning Outcomes assessment processes)~~.~~; and
   ~~b.~~c. Providing service in student organizations and activities, including district sponsored student success initiatives and outreach activities.

Results of Student Learning Outcomes assessments shall not be a factor in faculty evaluation.

~~H.2.0 TENURE REVIEW AND EVALUATION COMMITTEE~~

~~There shall be a Tenure Review and Evaluation Committee (TREC).~~

~~*H.2.1 Composition of the Tenure Review and Evaluation Committee*~~

~~The membership of TREC shall be as follows:~~

- ~~Three (3) deans, appointed by the superintendent/president;~~

- ~~One (1) tenured TREC chair, appointed by the Faculty Assembly president in consultation with the Academic Senate president, and confirmed by the Faculty Assembly Executive Committee;~~
- ~~Eleven (11) tenured faculty members, appointed by the Academic Senate president and confirmed by the Academic Senate Faculty Assembly president and confirmed by the Academic Senate;~~
- ~~Two (2) tenure candidates in the third or fourth cycle of tenure review, appointed by the Academic Senate president and confirmed by the Academic Senate.~~

~~At least two (2) faculty members appointed by the Academic Senate must be non-classroom faculty members. No more than two (2) members from the same department may serve on the committee at the same time.~~

~~If in any academic year the number of tenure candidates per tenure coordinator is greater than three (3), additional committee members may be appointed by the Academic Senate president.~~

~~The TREC chair shall not serve as a Tenure Coordinator, TRC chair, or PRC chair. Whenever possible, the chair shall have a minimum of one year's prior service on TREC. Reassigned time of 0.20 FTE per semester shall be provided for the chair of TREC.~~
~~All committee members are voting members, except for the chair. The chair shall only vote to break a tie.~~

~~Committee members serve for two-year terms and may be reappointed without term limits. Committee members shall participate in an initial training session and familiarize themselves with the provisions of this Article.~~

~~H.2.2 Responsibilities of the Tenure Review and Evaluation Committee (TREC)~~

~~TREC shall provide a global perspective in the tenure review process for tenure candidates and the evaluation processes for tenured faculty and temporary full-time faculty. TREC shall serve as a resource for faculty undergoing the tenure review or evaluation processes, as well as for TRC or PRC chairs and committee members. TREC may be consulted to provide procedural clarity throughout the tenure review and evaluation processes, including any appeals.~~

~~TREC facilitates best practices in the faculty evaluation process by serving as the recommending body to the district and Faculty Assembly regarding the tenure review and evaluation processes. TREC shall make recommendations regarding tenure and evaluation procedures, standards, evaluation calendars, and forms with the purpose of ensuring that faculty evaluations are clear, accurate, fair, and equitable.~~

~~The district will review any evaluation forms with the Faculty Assembly for consistency with the evaluation criteria and process as reflected in this Agreement prior to the~~

~~implementation. This review does not apply to modifications that relate only to format, layout, or modality (e.g. paper vs. online forms).~~

~~TREC, in conjunction with the district, shall also facilitate the training of tenure candidates, TRC members, PRC members, and tenured faculty members undergoing evaluation. TREC shall serve an integral role in coordinating and facilitating Small Group Instructional Diagnosis (SGID) for faculty undergoing the tenure review or evaluation processes.~~

~~All tenured faculty members of TREC shall serve as tenure coordinators on one or more TRCs if appointed by the chair. Tenure candidates may not serve as tenure coordinators.~~

~~*H.2.3 Process for Recommendations of the Committee*~~

~~All standards, forms and procedures developed by TREC shall be submitted to the district and to the Faculty Assembly for approval. If there is a disagreement between the Faculty Assembly and the district on one or more of the standards, forms, or procedures recommended by TREC, each of these shall become subjects for negotiation between the district and the Faculty Assembly.~~

~~The Faculty Assembly shall consult with the Academic Senate regarding any substantial change in the standards, forms, or procedures recommended by TREC.~~

~~H.3.0 APPEALS AND REVIEW COMMITTEE~~

~~There shall be an Appeals and Review Committee (ARC).~~

~~*H.3.1 Composition of the Appeals and Review Committee*~~

~~ARC shall consist of the following five (5) members:~~

- ~~Two (2) administrators and one (1) alternate appointed by the superintendent/president;~~
- ~~Two (2) faculty members and two (2) alternates appointed by the Faculty Assembly president in consultation with the Academic Senate president; and~~
- ~~The chair of the Tenure Review and Evaluation Committee.~~

~~Upon receipt of an appeal from a tenure candidate, the superintendent/president, Academic Senate, and Faculty Assembly shall appoint their representatives to serve on ARC. Alternates shall serve in the event the appointed representative(s) are members of an appellant's TRC, PRC, or are unable to serve.~~

~~ARC shall appoint a chair selected from among its membership for each appeal. The chair of TREC may not also serve as the chair of ARC.~~

~~Committee members shall familiarize themselves with the provisions of this Article.~~

~~***H.3.2 Responsibilities of the Appeals and Review Committee***~~

~~ARC shall be responsible for ensuring that the tenure review process for probationary faculty and the evaluation process for tenured faculty and temporary full-time faculty is fair and equitable. The committee shall review all appeals to determine procedural adherence and ensure that the tenure review and evaluation processes meet general district standards.~~

~~In any appeal hearing, each member of ARC shall be objective in regard to the positions of both the appellant and the TRC.~~

~~In considering an appeal, committee members are responsible for reviewing all appeal-related documents, including the appellant's previous evaluations, as appropriate, to assess the TRC or PRC's recommendation and the appeal. ARC shall recommend to the superintendent/president or designee to uphold or overturn the TRC's recommendation for the tenure candidate, and/or all potential remedies for process or timeline violations.~~

~~ARC may invalidate a faculty evaluation if substantial departures from the evaluation procedures prescribed in this Article are found to have prejudiced a fair and objective evaluation of the faculty member's job performance.~~

~~See section H.4.11 for the appeal process for tenure candidates and H.5.10 for tenured faculty members.~~

H.24.0 EVALUATION OF TENURE CANDIDATES

In accordance with sections 87663 & 87609 of the California Education Code, all contract faculty will be evaluated under a tenure review process that provides for a maximum four (4) year evaluation period before tenure may be granted as a regular faculty member.

Candidates who have previously received tenure at another college may be eligible for early tenure. (See section H.24.10.)

The Board of Trustees shall make all re-employment decisions involving contract faculty members. Rehire and tenure recommendations from the TRC shall be presented to the appropriate vice president for review. The appropriate vice president shall forward the evaluation packet with their recommendation to the superintendent/president for a final recommendation. The superintendent/president's final recommendation regarding rehire and tenure for each tenure candidate shall be forwarded to the Board of Trustees for a decision.

H.24.1 Evaluation Cycles for Tenure Candidates

- **First Evaluation Cycle**: fall semester of the first academic year
- **Second through Fourth Evaluation Cycles**: spring semester (beginning spring of the first academic year) to end of fall semester
- **Off cycle hires**: Contract faculty must work at least 75% of the number of days in the regular academic year in order to receive credit toward tenure. (Ed. Code § 87468). The academic year begins the first day of the fall semester. (Ed. Code § 87601). Contract faculty hired during the spring semester will begin the formal evaluation process during the next fall semester.

H.24.2 Tenure Review Committee (TRC) Composition

The tenure review committee (TRC) is responsible for evaluating the candidate in accordance with the Criteria for Evaluation and making recommendations regarding re-employment or granting of tenure. Continuity of TRC members should be maintained to the greatest extent possible. However, if extenuating circumstances exist, replacement of a TRC member, including the tenure coordinator, may be permitted with the consent of the TREC chair.

- **TRC Chair:** – a discipline expert or tenured member of the department or workgroup to which the candidate belongs elected by consensus of the full-time faculty members of the department or work group. If the department or work group cannot reach consensus the chair shall be elected by majority vote of the full-time faculty members of the department or work group. The chair is responsible for scheduling and leading all TRC meetings, and coordinating the collective writing of all *Tenure Plans* and TRC reports.
- **Two Department or Work Group (D/WG) Peers:** – tenured members of the department or workgroup to which the candidate belongs, or tenure candidates in their fourth evaluation cycle who have not been given a Corrective Action Plan during the tenure process. To the extent possible, peers should be from the candidate's discipline or closely related discipline. If there are no tenured discipline peers in the district, the TRC chair and appropriate dean may authorize the use of a discipline consultant from outside the district. The TRC selects both D/WG peers during the first evaluation cycle; the candidate selects one of the two peers beginning the second evaluation cycle in consultation with the tenure coordinator, and the TRC selects the other.
- **Appropriate Ddean:** – If the candidate's position falls under the purview of multiple deans, the appropriate vice president will choose which dean will serve on the TRC.

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- **Tenure Coordinator**:~~–~~ A tenured member of TREC, appointed by the TREC committee chair in consultation with the TRC chair. The tenure coordinator serves as an advocate of the tenure review process and helps to ensure clarity, accuracy, fairness and equity in the process. Tenure coordinators are non-evaluating, non-voting members of the TRC and do not conduct observations of the candidate. The tenure coordinator shall not be a member of the same department or work group as the tenure candidate, and, whenever possible, shall not be under the direct supervision of the dean assigned to the TRC.

H.24.3 Tenure Plans

The TRC will create a *Tenure Plan* to guide the tenure candidate through each evaluation cycle.

- **First Evaluation Cycle:** no *Tenure Plan* exists. During the first evaluation cycle, the elements of tenure review are prescribed as follows for each candidate:
    - Classroom or worksite observations (as specified in section H.24.4)
    - Student surveys (as specified in section H.24.5)
    - ~~Candidate observations (2)~~
    - Participation in all required department, program, or work group functions
    - Dean's report (optional)
    - *Candidate Self Study*
    - Submission of an evaluation packet

- **Evaluation Cycles Two Through Four:** A new *Tenure Plan* is created for evaluation cycles two through four. These cycles begin the spring semester of the first academic year and end the next fall semester. In these evaluation cycles, the minimum required elements include:
    - Classroom or worksite observations (as specified in section H.24.4)
    - Student surveys (as specified in section H.24.5)
    - Candidate observation (1)
    - Participation in all required ~~department, program, or work group functions~~professional development activities*
    - Participation in institutional service, including collegial governance, ~~and/or departmental~~districtwide initiatives, and all required department, program, or work group functions**
    - Dean's report (optional when the dean completes an observation report)
    - *Candidate Self Study*
    - Submission of an evaluation packet

* To be documented in the ~~*Professional Growth and Activities Report*~~*Flex transcript*
** To be documented in the *Candidate Self Study*

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- **Optional Elements**:~~–~~ Optional elements, including additional surveys, observations, small group instructional diagnosis (SGIDs), or Flex activity attendance or leadership, may also be included in the *Tenure Plan*. The candidate shall be primarily responsible for choosing optional elements; however, TRC members may choose options linked to particular concerns identified in the *Tenure Plan*.

- **Modifications to the *Tenure Plan***:~~–~~ When a modification to the *Tenure Plan* must be made that affects the timeline for completion, the tenure coordinator must obtain approval by the appropriate dean in consultation with the Faculty Assembly president. Any modifications must be documented in the *Tenure Plan* by the tenure coordinator.

H.24.4 Classroom or Worksite Observations for Tenure Candidates

- **Requirements**

  - Scheduling - ~~A classroom and/or worksite observation schedule will be made by the candidate in consultation with the TRC by the end of week four (4) of the fall semester, or week two (2) of the spring semester.~~By the end of week three (3) of the fall or spring semester, in consultation with the TRC, the candidate shall submit an *Evaluation Schedule Report* that documents the classroom or activity to be observed, including the name of the evaluator; their student/constituent survey selections, including any constituent lists; and the names of TRC members. The candidate shall retain the original report for their evaluation packet and submit a copy to Human Resources.

  - Pre-Observation Discussion - A pre-observation discussion must occur between the evaluating TRC member and the candidate to discuss the specific objectives or goals the candidate will address at the class/activity to be observed. The pre-observation discussion may be in person, by phone, or email. The observer may request course/activity related documents and information, such as syllabi, sample exams, a Canvas tour, discussion of the learning management system, or other media used in the class section being observed. For non-classroom duties, samples of job-related projects and activities may be requested.

  - Post-Observation Discussion - A post-observation discussion must occur between the evaluating TRC member and the candidate to provide feedback concerning their observations as they relate to the criteria for evaluation. The post-observation discussion must occur within one (1) week of the observation.

  - Observation and Discussion Report - Each TRC member who completes an observation must complete an *Observation and Discussion Report*. Only documents provided to the TRC member during the pre-observation discussion, observation, or post-observation discussion may be attached to the report. ~~By~~

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~~the end of week nine (9) of the fall semester, or week fifteen (15) of the spring semester, a~~All observations shall be complete and observers shall send *Observation and Discussion Reports* to the tenure coordinator by the following time:

- Cycle 1: The end of week eight (8).
- Cycles 2–4 (Fall): The end of week nine (9).
- Cycles 2–4 (Spring): The end of week fifteen (15).

- Additional Observations - Additional classroom or worksite observations may be performed upon the recommendation of the TRC or at the request of the candidate. Additional observations must be documented in the *Tenure Plan*.

- **Classroom Faculty**

  - Evaluation Cycle~~s~~ One, Three, and Four - Classroom or worksite observations will be conducted for ~~four~~ three (3~~4~~) courses or 6~~8~~0% of a candidate's teaching load (whichever is greater) during the first fall semester of tenure review and in evaluation cycles three and four. ~~When a candidate teaches fewer than four (4) class sections, more than one TRC member may visit the same class section. Otherwise, no two members of the TRC may visit the same class section, unless extenuating circumstances exist and the tenure coordinator grants approval.~~ If a candidate teaches fewer than three (3) class sections during the evaluation cycle, more than one TRC member may visit the same class section. Otherwise, no two members of the TRC may visit the same class section, unless extenuating circumstances exist and the dean, in consultation with the Faculty Assembly president, grants approval. During evaluation cycle one, at least one (1) observation must be made by the appropriate dean.

  - Evaluation Cycle~~s~~ Two ~~through Four~~ - Classroom or worksite observations will be conducted for four (4) courses or 80% of a candidate's teaching load (whichever is greater) during evaluation cycle two of tenure review. If a candidate teaches fewer than four (4) class sections during cycle two, more than one TRC member may visit the same class section. Otherwise, no two members of the TRC may visit the same class section, unless extenuating circumstances exist and the dean, in consultation with the Faculty Assembly president, grants approval. ~~Three (3) classroom observations or a number of observations equal to 60% of a candidate's teaching load (whichever is greater) are conducted during the second through fourth evaluation cycles.~~ During evaluation cycle two, at least one (1) observation must be made by the appropriate dean.

- **Non-classroom Faculty**

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- Evaluation Cycle~~s~~ One, Three, and Four - ~~Each member of the TRC is scheduled to observe at least one (1) selected activity during the first fall semester of tenure review. No two members of the TRC should observe the same activity, unless extenuating circumstances exist and the tenure coordinator grants approval.~~ Three (3) observations of selected activities will be conducted during the first fall semester of tenure review and in evaluation cycles three and four. No two members of the TRC should observe the same activity, unless extenuating circumstances exist and the dean, in consultation with the Faculty Assembly president, grants approval. During evaluation cycle one, at least one (1) observation must be made by the appropriate dean.

- Evaluation Cycle~~s~~ Two ~~through Four~~ ~~–~~ ~~Three (3) members of the TRC conduct an observation of an activity during each evaluation cycle.~~ Each member of the TRC, including the dean, is scheduled to observe at least one (1) selected activity during evaluation cycle two. No two members of the TRC should observe the same activity, unless extenuating circumstances exist and the dean, in consultation with the Faculty Assembly president, grants approval. ~~During evaluation cycle two, at least one (1) observation must be made by the appropriate dean.~~

- **Online Observations**~~:~~ – Observation of online classes may take place if the classes are part of the candidate's assigned contract load. Online observations should be comparable in scope to on ground observations. To the extent practicable, if an online class will be observed, the candidate should be observed by a TRC member who has been certified to teach online. The observation length should be at least fifty (50) minutes and does not have to be consecutive in nature.

  - Classroom Faculty: An online observation will include at least one of the following two approaches below to be used during a week-long observation timeframe:

    - The candidate must authorize student-level access to the evaluating TRC member. The TRC member may log into the online course and navigate the course.

    - The candidate and evaluating TRC member may schedule a meeting when both parties can access the online course. During this meeting, the candidate may demonstrate and explain the online course to the evaluating TRC member.

  - Non-classroom Faculty: The candidate will consult their TRC regarding an appropriate activity to be observed. As appropriate to the selected activity, the candidate may need to obtain advance approval of a student for the evaluating TRC member to participate in the activity.

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- **Split Assignments**:– Candidates whose assignment includes both classroom and non-classroom duties, observations in each evaluation cycle shall be conducted in proportion to the candidate's assignment. The number and type of observations to be conducted in each cycle shall be determined by the TRC.

H.24.5 Student Surveys for Tenure Candidates

Student surveys are to be conducted in accordance with the *Tenure Plan*. The timing of student surveys may be scheduled over a period time (i.e. range of weeks) and not on a specific day. ~~Surveys shall be completed by the end of week nine (9) of the fall semester, or week fifteen (15) of the spring semester.~~ Candidates may not administer or collect their own student surveys.

- **Classroom Faculty**:– a *Student Survey of Classroom Instruction* will be administered in four (4) courses or 80% of a candidate's teaching load (whichever is greater) during each evaluation cycle of tenure review. The candidate may elect which courses will be surveyed. Situations in which a candidate teaches fewer than four (4) class sections mandate that all sections be surveyed. Online or self-paced open-entry classes part of the candidate's contract load may be surveyed electronically.

- **Non-Classroom Faculty**:– Candidates should seek to obtain a minimum of twenty-five (25) responses in cycle one and thirty-five (35) responses in cycles two (2) through four (4) from the *Student Survey of Non-Classroom Services*. Candidates with non-classroom duties that do not include substantial direct interaction with students shall be surveyed using the *Faculty/Staff Survey of Non-Classroom Services*. Candidates with atypical non-classroom faculty roles may employ uniquely designed surveys for constituents within or outside the district, with the approval of the ~~tenure coordinator~~dean in consultation with the ~~appropriate vice president and~~ Faculty Assembly president. The method of delivery for student surveys may be by point of service for individual or group contacts, or electronic.

- **Split Assignments**:– Candidates whose assignment includes both classroom and non-classroom duties, the appropriate surveys shall be administered in proportion to the candidate's assignment. The number of classroom sections and non-classroom services to be surveyed shall be determined by the TRC.

- **Timing of Student Surveys:** All surveys shall be complete by the following time:
  - Cycle 1: The end of week ten (10); with an exception for late start courses by the end of week eleven (11).
  - Cycles 2–4 (Fall): The end of week nine (9).
  - Cycles 2–4 (Spring): The end of week fifteen (15).

H.24.6 Other Evaluation Components for Tenure Candidates

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- **Candidate Observations**:~~–~~ ~~Each evaluation cycle, c~~Candidates shall observe faculty performing their primary job function (instructor, librarian, or counselor~~, director, coordinator~~) during evaluation cycles two through four. Completion of observations are documented in the *Tenure Plan*, but no formal report is completed.

    - ~~Evaluation Cycle One - Two (2) candidate observations of TRC members must be conducted during evaluation cycle one.~~

    - ~~Evaluation Cycles Two through Four -~~ At least one (1) candidate observation must be completed during evaluation cycles two through four. Observations ~~in these cycles~~ are not limited to TRC members and may include faculty at other institutions or professionals that work in a closely related discipline. The candidate may choose which faculty members to observe, unless otherwise determined by the TRC to address specific concerns. ~~During cycles two through four, the candidate records c~~Completion of the observation(s) is recorded in the *Candidate Self Study*~~*Professional Growth and Activities Report*~~.

- ~~**Professional Growth and Activities Report**~~**Flex Transcript:**~~–~~ During the second through fourth evaluation cycles, the candidate must document their ~~involvement in institutional service, collegial governance, participation in department or work group or program functioning, and~~ participation in professional activities since their last evaluation by including a copy of their Flex transcript. This report shall be submitted ~~to the TRC chair by the end of week nine (9) of the fall semester~~as part of the candidate's evaluation packet.

- **Dean's Report**:~~–~~ Each evaluation cycle, the appropriate dean ~~shall~~ has the option to prepare a report pertinent to the criteria for evaluation. The report may include, but is not limited to, the candidate's professional interactions with colleagues, participation in institutional service, classroom management, promptness in evaluation of student work, adherence to timelines and due dates of administrative duties (e.g. grades, submission of census rosters), maintaining contractual obligations to teaching and worksite hours as related to classroom management (e.g. maintaining schedule of classes and office hours). This report shall be submitted to the tenure coordinator by the end of week ten (10) of the fall semester for cycle one and by the end of week eleven (11) of the fall semester for cycles two through four.

- **D/WG Responsibilities Observation Report (Optional)**:~~–~~ The TRC may elect to include this optional form ~~in the candidate's *Tenure Plan*~~ and all TRC members may provide input to this report. The report may include first-hand information observed by members of the TRC during formal department or work group meetings, and department or work group duties and activities in which the full membership of the department or work group is expected to participate. This report shall be submitted to the tenure coordinator by the end of week eleven (11) of the fall semester.

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- ~~Section A: first-hand information observed by members of the TRC during formal department or work group meetings, and department or work group duties and activities in which the full membership of the department or work group is expected to participate.~~

- ~~Section B: The TRC chair may use Section B of the report to verify information provided in the professional growth and activities report. The name of the department or work group member(s) interviewed and the substance of the information received must be documented and included in the report.~~

- **Candidate Self Study**:~~–~~ ~~-~~Each candidate shall compose a succinct ~~3 to 5 page~~ self-study, not to exceed three (3) pages using guided questions. Candidates should describe how they have met each of the five Criteria for Evaluation specified in section H.1.4 in the performance of their job functions. When reviewing the evaluation packet as a whole, the candidate should reflect on how they have met the five (5) major criteria in each evaluation cycle. The candidate~~While candidates must address each of the five (5) major criteria in each evaluation cycle, they~~ may provide a distinctive means of emphasis on the various elements contained under each of the five (5) criteria as part of their reflection, including any specific areas of focus as outlined in the Tenure Review Committee Report or elements related to their professional growth goals.

  - In cycle one, the self-study should highlight the candidate's participation in their department or work group and program functioning. In cycles two through four, the self-study should include reflections made by the candidate during the faculty observations they completed during the evaluation cycle, as well as document their involvement in institutional service, collegial governance, and participation in department or work group or program functioning.

  The self-study should also include a reflection that outlines contributions to diversity, equity, and inclusion on an individual, departmental or institutional level. Candidates shall also address recommendations from their most recent observation reports, survey responses, and evaluation reports, including specific strategies for resolving any identified issues or concerns during the next evaluation cycle. In addition, they shall assess whether or not they have met the goals identified in the previous evaluation and identify future goals. The candidate's self-study must be submitted by the end of week thirteen (13) of the fall semester with the evaluation packet.

- **Response Reports (Optional)**:~~–~~ Candidates may include responses to any *Observation and Discussion Reports*, *Tenure Review Committee Reports*, *Department/Work Group Responsibilities Observation Reports* or *Dean's Reports*.

- **Revised Materials (Optional)**:~~–~~ Candidates may include in their evaluation packet classroom or other material they have revised in response to student surveys and/or *Observation and Discussion Reports*.

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H.24.7 Submission of Tenure Evaluation Packet

Each candidate is responsible for assembling an evaluation packet that incorporates the elements specified in their *Tenure Plan* and any other relevant evaluation materials. The deadline to complete and submit the evaluation packet to the tenure coordinator is by the end of week thirteen (13) of the fall semester.

H.24.8 Tenure Review Meetings

- **TRC Introductory Meeting (First Evaluation Cycle Only)**:~~-~~ a TRC Introductory Meeting shall be held ~~between weeks one (1) and four (4)~~by the end of week two (2) of the fall semester (inclusive) to introduce the candidate to the TRC and schedule observations, the Tenure Review Meeting, and the Tenure Evaluation Meeting for the first evaluation cycle.

- **Tenure Review Meeting**:~~-~~ the Tenure Review Meeting shall be held between weeks fourteen (14) through ~~sixteen~~ fifteen (15~~6~~) of the fall semester (inclusive) of each evaluation cycle to review the candidate's evaluation packet and any previous *Tenure Plans*. The TRC and candidate shall prepare a *Tenure Plan* for the following evaluation cycle (except in the fourth cycle).

- **Tenure Evaluation Meeting**:~~-~~ the Tenure Evaluation Meeting shall be held between weeks fourteen (14) through fifteen~~sixteen~~ (15~~6~~) of the fall semester (inclusive) of each evaluation cycle, after the Tenure Review Meeting. The tenure candidate shall not attend. At this meeting, the TRC shall evaluate the candidate on each of the five Criteria for Evaluation, and complete the *Tenure Review Committee Report*.

  The *Tenure Plan*, the *Tenure Review Committee Report* and any *Corrective Action Plan* must be finalized and approved by the TRC at this meeting. However, clarifying details may be added to the *Tenure Plan* and the *Tenure Review Committee Report* so long as they are finalized within three (3) business days of the meeting and approved by the TRC. As part of the *Tenure Review Committee Report*, the TRC shall determine a recommendation regarding reemployment or tenure (including early tenure). Decisions must be based solely upon factors and information present in the cumulative evaluation packet. Information received from individuals outside the TRC may not be considered, except as part of the *D/WG ~~Responsibilities Observation~~ Report*.

  The TRC chair shall provide the *Tenure Plan* and *Tenure Review Committee Report* to the tenure coordinator within three (3) business days after the tenure evaluation meeting. Within three (3) business days thereafter, the tenure coordinator shall upload a copy to the candidate's portfolio and forward the original *Tenure Review Committee Report* to Human Resources. Human Resources sends the *Tenure Review Committee Report* to the candidate to review and sign, uploads the signed copy to the candidate's

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portfolio, and provides a signed copy to the appropriate vice president who will send it to the superintendent / president.

H.24.9 Corrective Action Plans for Tenure Candidates

Concerns raised during evaluation will generally be addressed in the *Tenure Plan* and by adding options to the *Tenure Plan*. However, in cycles one through three the evaluating members of the TRC shall develop a *Corrective Action Plan* during the tenure evaluation meeting if a majority of the TRC members determine that all of the following conditions are met:

(1) a substantial deficiency exists in relation to one or more of the Criteria for Evaluation;
(2) the deficiency represents a significant barrier to tenure; and
(3) the deficiency is not likely to be remedied during the probationary period through the addition of options to the *Tenure Plan*.

All C*orrective Action Plans* must be reviewed by the ~~TREC chair and a district appointee currently serving on TREC~~Vice President of Human Resources or designee and the Faculty Assembly president or designee, who may consult with members of TREC as appropriate. *Corrective Action Plans* shall provide an indication of existing barriers to tenure along with steps to be taken to resolve the issues. They shall also include a timeline by which the TRC's expectations are to be met. Failure by the tenure candidate to fully correct the concerns expressed in a *Corrective Action Plan* in the time allotted by the TRC may result in a recommendation not to offer further contracts or to deny tenure.

The TRC may make a recommendation not to offer rehire or deny tenure even in the absence of a *Corrective Action Plan*.

H.24.10 Early Tenure Option

- **Statement of Intent**:~~–~~ Candidates interested in applying for early tenure must include the *Statement of Intent to Seek Early Tenure* in their first-cycle evaluation packet along with evidence that they have met the early tenure eligibility requirements identified below. TREC will review and provide a determination of eligibility to apply for early tenure by week six (6) of the spring semester of the second evaluation cycle.

- **Eligibility**:~~–~~ Tenure candidates are eligible to apply for early tenure at the end of their second evaluation cycle only if both of the following conditions are satisfied:

    - The candidate was granted or has been recommended for tenure in a similar position at an institution of higher education with a defined review process; and

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- The TRC agrees that the candidate has demonstrated meeting to an extraordinary degree each of the district's five Criteria for Evaluation by a majority vote. In the absence of a majority vote, an early tenure option will not be exercised.

H.24.11 Appeals to TRC Recommendations

The tenure coordinator shall inform the tenure candidate of the TRC's tenure or rehire recommendation in person or by phone within two (2) business days from the date the recommendation is made by the TRC. The same day, the tenure coordinator shall notify the tenure candidate ~~shall also receive a written notification~~in writing of the TRC's recommendation. If the ~~tenure or rehire~~ recommendation is not to offer another contract or not to grant tenure~~negative~~, the notification shall inform the candidate of their right to appeal any such recommendation. A copy of the notification must be sent to the TREC chair and Human Resources (evalsupport@miracosta.edu).

Appellants shall complete an appeal form and submit it to the TREC chair and Human Resources (evalsupport@miracosta.edu) within ten (10) calendar days of the written notification of the TRC's recommendation that generated the appeal. The tenure candidate may consult with the ~~TREC chair~~Faculty Assembly president or designee or Vice President of Human Resources or designee regarding the appeals process.

The grounds for appeal to ARC are:

- Failure to adhere to the tenure review or evaluation process; or
- Failure to adhere to the tenure review or evaluation timeline; or
- To break a tie vote of the TRC; or
- In the case of a TRC recommendation not to rehire or to deny tenure in the absence of a Corrective Action Plan.

Within three (3) business days of receipt of the appeal form, ARC shall request the tenure candidate's complete portfolio for review. ARC members, including alternates, shall each individually review the appellant's portfolio, except that ARC members who also served as a voting member on the TRC of the appellant shall not participate in the review or hearing.

ARC hearings shall be held by the end of the second week of the spring semester. All five (5) ARC members or their alternates must be present at any hearing or review.
The hearing shall provide the opportunity for the appellant and the TRC to present all necessary information in support of their position.

Both the appellant and a representative chosen by the TRC have the right to provide a personal presentation of their case to ARC. The position of each party shall be heard separately. The appellant has the right to have a peer representative present in this meeting if they so desire, and this person shall be an observer. The representative of the TRC shall be accompanied by a separate member of the TRC, and this person shall be an observer.

Immediately following the hearing, ARC shall meet without the candidate or TRC representatives present to discuss and make their recommendation to either uphold or overturn the TRC recommendation. The primary basis for ARC's recommendation shall be its determination as to whether the evaluation procedures specified in this Agreement have been properly followed. In making decisions, ARC shall give due consideration to the recommendations of the TRC. In reviewing the candidate portfolio, each TRC member's input shall be afforded equal consideration. ARC may not consider the opinions of the TRC chair, dean, or any faculty peer as more or less important than that of other TRC members.

ARC's recommendation shall be made by consensus whenever possible. When consensus is lacking, a vote shall be taken and recorded. In the event of a tie, each committee member shall prepare their own recommendation which shall be submitted to the superintendent/president or designee for a final decision.

The ARC chair shall record the committee's recommendation on the appeal form. The form shall be transmitted to the superintendent/president.

H.24~~.~~.12 Grievance Procedure for Contract Decisions

Contract faculty members who wish to challenge a decision not to grant a second or third contract proceed to a hearing in accordance with Education Code § 87740, which is before an Administrative Law Judge appointed by the Office of Administrative Hearings.

H.35~~.~~.0 EVALUATION OF TENURED FACULTY

Each tenured faculty member (TFM) shall be notified that they are scheduled to be evaluated by the end of week two of the semester preceding the evaluation by Human Resources. Human Resources shall also send a reminder to the TFM by the end of the first week in the academic semester of the evaluation. The evaluation shall be based primarily on activities and observations since the last evaluation period.

The TFM shall be evaluated in the performance of the duties as part of their regular job responsibilities. In the event that a TFM is reassigned for fifty percent or more of a contractual load, or on special assignment, the PRC may request to observe or survey overload assignments to satisfy the standards of evaluation under this Article.

H.35~~.~~.1 Peer Review Committee (PRC) Composition

The peer review committee (PRC) is responsible for evaluating the TFM in accordance with the Criteria for Evaluation.

The PRC consists of one (1) tenured faculty peer, the elected department chair, and the appropriate dean, who are voting members. The TFM may request up to two (2) additional tenured faculty peers to serve on the PRC, who are non-voting members. The TFM is responsible for selecting tenured faculty peer(s) from their discipline or closely related discipline in consultation with the appropriate dean. If an online class will be observed, the TFM should consider including a peer or peers who have been certified to teach online.

If the TFM works in more than one department, the department chair shall be the chair where the TFM is primarily assigned, unless an exception is granted by the appropriate dean. If the TFM is the department chair, two (2) tenured faculty members from the discipline or closely related discipline must be selected to serve on the PRC, so that the committee consists of three (3) members. If there are no tenured discipline peers in the district, the dean may authorize the use of a discipline consultant from outside the district.

Except in unusual circumstances, a TFM should not serve on the PRC of a tenured faculty peer during the same academic year. In addition, a TFM should seek a wide variety of faculty perspectives and strive for a varied PRC composition in subsequent evaluation cycles.

The ~~dean shall be responsible for carrying out the election of the~~TFM selects the PRC chair and will notify the dean for their review and approval. The dean is responsible for ~~and~~ ensuring the evaluation process is conducted in a manner consistent with established timelines and with Article H of the contract. The PRC chair is responsible for completing the *PRC Report* along with any *Corrective Action Plans.*

The continuity of the PRC shall be maintained to the greatest extent possible. However, if extenuating circumstances exist, and a member of the PRC is unable to continue to participate on the committee due to a leave, resignation, retirement, or any other reason, the following shall apply: the appropriate vice-president shall select the replacement of a dean unable to serve, the department shall select the replacement of a department chair unable to serve, and the TFM shall select the replacement of the tenured faculty peer unable to serve.

H.35.2 Components of Evaluation for Tenured Faculty Members

The evaluation of the TFM shall consist of the following components:

- Classroom or worksite observation
- Student surveys or SGIDs, or Constituent Surveys, as appropriate
- ~~Professional Growth and Activities Report~~Flex Transcript
- *Self-Study*
- Documents relevant to the assignment, including two syllabi and 2-3 representative work products relevant to the Criteria for Evaluation.
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PRC members may also submit an optional *Individual PRC Report* as specified in section H.35.6 below.

H.35.3 Evaluation Schedule Report

By the end of week three of the academic semester of the evaluation, the TFM shall submit an *Evaluation Schedule Report* that documents the classroom or activity to be observed, including the name of the evaluator; their student/constituent survey selections, including any constituent lists; and the names of PRC members. The TFM shall retain the original report for their evaluation packet and submit a copy to Human Resources.

H.35.4 Classroom or Worksite Observations for Tenured Faculty Members

- **Requirements**:– A PRC member, who shall be a discipline expert whenever possible, will conduct an observation of one class session or activity, including pre-observation and post-observation discussion, by the end of week nine of the semester. The

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observer shall complete an *Observation and Discussion Report* and submit it to the TFM by the end of week ten (10) of the semester. The observation should be representative of the TFM's assigned workload, identified goals, and/or of various modalities over time.

- Pre-observation discussion - A pre-observation discussion must occur between the evaluating PRC member and the TFM to discuss the specific objectives or goals the TFM will address at the class/activity to be observed. The pre-observation discussion may be in person, by phone, or email. The observer may request course/activity related documents and information, such as syllabi, sample exams, a Canvas tour, discussion of the learning management system, or other media used in the class section being observed. For non-classroom duties, samples of job-related projects and activities may be requested.

- Post-observation discussion - A post-observation discussion must occur between the evaluating PRC member and the TFM to provide feedback concerning their observations as they relate to the criteria for evaluation. The post-observation discussion must occur within one (1) week of the observation.

- Observation and Discussion Report - the PRC member who completes the observation must complete an *Observation and Discussion Report*. Only documents provided to the PRC member during the pre-observation discussion, observation, or post-observation discussion may be attached to the report. By the end of week ten (10), the observation shall be complete, and the observer shall send the *Observation and Discussion Report* to the TFM for inclusion in the evaluation packet.

- **Additional observations**: Additional classroom or worksite observations may be performed at the request of the TFM.

  - Dean's observation: The dean may observe the TFM in any of the following circumstances:
    - At the request of the TFM;
    - As the result of repeated and/or serious student complaints;
    - As part of a Corrective Action Plan; and/or
    - As part of an off-cycle evaluation under Article L.3.0.

- **Online Observations**: Observation of online assignments may take place if they are part of the TFM's assigned contract load. The observation length should be at least fifty (50) minutes and does not have to be consecutive in nature.

  - Classroom Faculty - An online observation will include at least one of the following two approaches below, as selected by the TFM, to be used during a week-long observation timeframe:

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- The TFM must authorize student-level access to the evaluating PRC member. The observer may log into the online course and navigate the course.

- The TFM and evaluating PRC member may schedule a meeting when both parties can access the online course. During this meeting, the TFM may demonstrate and explain the online course to the observer.

- Non-classroom Faculty ~~:~~ The TFM and evaluating PRC member shall mutually agree upon an appropriate activity to be observed. As appropriate to the selected activity, the TFM may need to obtain advance approval of a student for the observer to participate in the activity.

~~-~~

H.~~3~~5.5 Student/Constituent Surveys for Tenured Faculty Members

The timing of ~~student~~ surveys may be scheduled over a period time (i.e., range of weeks) and not on a specific day. Surveys shall be completed by the end of week nine (9) of the semester. The TFM may not administer or collect their own ~~student~~ surveys.

- **Classroom Faculty**~~:–~~ a *Student Survey of Classroom Instruction* will be administered in ~~two~~ three (3~~2~~) courses ~~or 40% of the TFM's teaching load (whichever is greater)~~ during the evaluation period. As needed to meet the requirement, TFM may request to administer survey(s) in the semester prior to the evaluation period. The TFM may elect which courses will be surveyed, including at least two (2) separate preparations where possible. The district shall be responsible for distributing an electronic copy of the student surveys to all students in any course being surveyed.

  - A classroom faculty member with a non-teaching assignment that does not include substantial direct interaction with students may be surveyed using the *Faculty/Staff Survey of Non-Classroom Services* with the approval of the appropriate dean, in consultation with the appropriate vice president.

- **Non-classroom Faculty**~~:–~~ TFM's should seek to obtain a minimum of thirty-five (35) responses from the *Student Survey of Non-Classroom Services*. A TFM with non-classroom duties that do not include substantial direct interaction with students shall be surveyed using the *Faculty/Staff Survey of Non-Classroom Services* by submitting a list of at least thirty (30) individuals to be surveyed. In consultation with the PRC, the TFM may elect to survey additional individuals. The TFM may, in consultation with the appropriate dean, prepare a cover letter to accompany the survey; otherwise, a generic cover letter will be sent in its place. TFM's with atypical non-classroom faculty roles may employ uniquely designed surveys for constituents within or outside the district, with the approval of the PRC chair in consultation with the appropriate dean. The method of delivery for student surveys may be by point of service for individual or group contacts, or electronic.

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- **Small Group Instructional Diagnosis (SGID)**:~~–~~ In lieu of traditional student surveys, the TFM may elect for student/constituent feedback through a SGID. A SGID is an observation technique in which a team of two (2) members, who shall not be members of the PRC, lead students in one of the TFM's sections in a guided discussion. The team shall complete an *SGID Team Student Comments Report* and forward it to the TFM for inclusion in their evaluation packet.

H.3~~5~~.6 Other Evaluation Components for Tenured Faculty Members

- **Individual PRC Report**:~~–~~ Any PRC member may include an *Individual PRC Member Report* describing their personal observations of the TFM that are relevant to the Criteria for Evaluation. PRC members must submit the report to the TFM by the end of week ten (10) of the semester.

- ~~**Professional Growth and Activities Report**~~**Flex Transcript:**~~–~~ ~~The TFM shall prepare a *Professional Growth and Activities Report* describing their involvement in institutional service, collegial governance, all participation in department or work group or program functioning, and participation in professional activities since the last evaluation or granting of tenure. The TFM shall have the option to include their FLEX transcripts t~~To demonstrate their participation in professional activities since their last evaluation or granting of tenure, the TFM shall include a copy of their Flex transcripts.

- **Self-Study**:~~–~~ Each TFM shall compose a succinct ~~3 to 5 page~~ self-study not to exceed three (3) pages using guided questions. TFMs should describe how they have met each of the five Criteria for Evaluation specified in section H.1.4. in the performance of their job functions. ~~While TFMs must address each of the five (5) major criteria in each evaluation cycle, they may provide a distinctive means of emphasis on the various elements contained under each of the five (5) criteria or additional elements created in relation to professional development goals.~~When reviewing the evaluation packet as a whole, the TFM should reflect on how they have met the five (5) major criteria in each evaluation cycle. The TFM may provide a distinctive means of emphasis on the various elements contained under each of the five (5) criteria as part of their reflection or additional elements created in relation to professional development goals. ~~TFMs may focus on all elements under each criterion, or a limited number of elements so long as the choices are consistent with their professional growth goals.~~

- The self-study should document the TFM's involvement in institutional service, collegial governance, and participation in department or work group or program functioning.

  The self-study should also include a reflection that outlines contributions to diversity, equity, and inclusion on an individual, departmental or institutional level. TFMs shall also address recommendations from their most recent observation report, survey responses, and evaluation reports, including specific strategies for resolving any issues

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or concerns identified. In addition, they shall assess whether or not they have met the goals identified in the previous evaluation and identify future goals. The *Self-Study* must be submitted by the end of week twelve (12) of the semester with the evaluation packet.

- **Response Reports (Optional)**~~:~~ – TFM's may include responses to any *Observation and Discussion Reports*, *SGID Team Student Comments Report, or Peer Review Committee Reports*.

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H.~~3~~5.7 Submission of Evaluation Packet

By the end of week twelve (12) of the semester, the TFM is responsible for assembling an evaluation packet that includes:

- Previous evaluation reports with any attached *Corrective Action Plans* and *Reports of Completion;*
  - A recently tenured faculty member includes the *TRC Report* from the last evaluation cycle.
  - A TFM whose last final recommendation was "Satisfactory" includes the *PRC Report* and other reports from the previous evaluation.
  - A TFM whose last final recommendation was anything other than "Satisfactory" includes all PRC reports received since the last recommendation of "Satisfactory."

- Sample Documents Relevant to the Assignment

  - Classroom Faculty ~~:~~ ~~A list of courses taught since the last evaluation, s~~Syllabi from two (2) different current semester courses~~,~~ and 2-3 representative materials of the teaching and learning environment. The representative materials should have been developed since the last evaluation and demonstrate growth towards improved student learning, emerging or developing topics, or goals from the last evaluation.

  - Non-classroom Faculty ~~:~~ A description of duties performed, and 2-3 examples of work product related to duties performed, such as education plans, effective integration of instructional media relevant to the assignment, samples of job-related projects and activities, emerging or developing topics, or goals from the last evaluation. ~~The TFM may also submit any materials that they would like the PRC to consider.~~

  - Split Assignments ~~:~~ TFM's whose assignment includes both classroom and non-classroom duties will include materials as described above related to both classroom and non-classroom assignments in proportion to the assignment.

- The *Evaluation Schedule Report;*
- *Observation and Discussion Reports;*
- Student or constituent survey results, or *SGID Team Student Comments Report* (if applicable);
- *Individual PRC Reports* submitted to the TFM (if applicable);
- ~~*Professional Growth and Activities Report*~~Flex transcript*;* and
- *Self-Study.*

The TFM shall upload the evaluation packet to their portfolio and notify the PRC members and Human Resources (evalsupport@miracosta.edu) that this has been completed. Human Resources will grant access to PRC members by the end of week twelve (12) of the semester. All PRC members shall review the packet prior to the Peer Review Meeting.

H.3~~5~~.8 Peer Review and Evaluation Meeting

- **Peer Review Meeting**:~~–~~ by the end of week fourteen (14) of the semester, the TFM shall convene and lead the Peer Review Meeting at which the contents of the packet, including strengths and areas of growth, and the TFM's previous and future goals are discussed. All PRC members must be present to hold this meeting.

- **Peer Evaluation Meeting**:~~–~~ by Wednesday of week fifteen (15) of the semester, the PRC shall meet without the TFM present to determine an appropriate summary rating for the evaluation. The *Peer Review Committee Report* (*PRC Report*) and any *Corrective Action Plans* must be finalized and approved by the PRC within five (5) business days of this meeting.

  The PRC shall select one of the following evaluation ratings based on committee consensus.

  - Meets Expectations~~Satisfactory~~
  - Does Not Meet Expectations
    - ~~o~~ Improvement needed—*Corrective Action Plan* prescribed
    - ~~o~~ Unsatisfactory

  If consensus is not possible, the determination shall be made by the majority. The PRC may also request to consult jointly with a representative of the district and the Faculty Assembly during the deliberation process to discuss available options. The district representative and Faculty Assembly representative shall not also serve on ARC.

  PRC members shall examine and sign the PRC Report.

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- **Peer Conversation Meeting**:~~–~~ If the PRC identifies substantial concerns at the Peer Evaluation Meeting, the PRC shall hold a follow-up meeting with the TFM to discuss these concerns, and when appropriate, gets input from the TFM regarding the *Corrective Action Plan*. Updates to the *Corrective Action Plan* may be made at this meeting upon consensus of the PRC. If consensus is not possible, the decision shall be made by majority vote.

All *Corrective Action Plans* must be attached to the PRC Report and specify a date by which the terms of the plan shall be completed. *Corrective Action Plans* shall have a minimum completion time of sixty (60) days and a maximum completion time of ~~one (1) year~~six (6) months. When appropriate, a *Corrective Action Plan* can be extended for an additional six (6) month period upon the recommendation of the PRC.

The chair of the PRC shall forward the PRC Report to Human Resources where it will be securely stored. The TFM shall receive a signed copy of their PRC Report. A copy of the completed evaluation will be placed in the TFM's personnel file. The TFM has the right to initiate a written response to the evaluation within ten (10) business days following receipt of the PRC report. Any written response shall be signed and dated by the faculty member. The response will be attached to the evaluation report and placed in the faculty member's personnel file.

H.~~3~~5.9 ~~Assistance and~~ Corrective Action Plans for Tenured Faculty Members

Faculty shall be notified of performance that is unsatisfactory or needs improvement. Evaluations shall enumerate the problem area or areas with specific suggestions for improved performance, and the faculty employee shall be allowed sufficient time to achieve satisfactory performance. *Corrective Action Plans* shall be written and implemented by the PRC to provide guidance to the TFM in correcting notable problems in any area of evaluation.

- **Corrective Action Plans**:~~–~~ If the TFM receives an evaluation rating of Does Not Meet Expectations – ~~"~~Improvement Needed,~~"~~ the PRC shall prescribe a *C~~c~~orrective A~~a~~ction P~~p~~lan*. The PRC shall also direct the TFM to undergo the evaluation process during the next regular academic semester as related to the areas of improvement noted in the *Corrective Action Plan*. A copy of the evaluation packet must also be forwarded to the appropriate vice president for review.
    - If substantial areas of concern still exist at the completion of a *Corrective Action Plan*, the PRC may choose to extend the existing plan, ~~or~~ write a new one, or rate the TFM as Unsatisfactory. ~~The PRC shall direct the TFM to undergo the evaluation process during the next regular academic semester or year. A copy of the evaluation packet must also be forwarded to the appropriate vice president for review.~~

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- If a *Corrective Action Plan* has been completed in the previous evaluation cycle and problems persist, the PRC may determine that an evaluation rating of Does Not Meet Expectations – ~~"~~Unsatisfactory~~"~~ is appropriate.
- An evaluation rating of "Unsatisfactory" may only be made after a *Corrective Action Plan* has been provided to the TFM and after this form of assistance has proven to be unsuccessful.

Each plan should identify specific problem areas, offer concrete suggestions to remedy the problem(s), and specify ways in which success will be measured. These plans should also include a timeline for completion. If appropriate, help from resources both inside and outside the college may be sought to remedy the identified areas of concern. All *Corrective Action Plans* must be reviewed by the Vice President of Human Resources or designee and the Faculty Assembly president or designee, who may consult with members of TREC as appropriate.

~~All *Corrective Action Plans* and, any extensions of these plans, shall be completed before the TFM's next evaluation.~~

The TFM shall carry out the terms of any *Corrective Action Plan* by the date specified in the plan. The TFM shall then schedule and lead a meeting with the PRC to discuss whether or not the plan was successfully completed. Following the meeting, the PRC chair shall complete the *Corrective Action Plan Report of Completion*.

The reports of completion shall be included in the TFM's portfolio and a copy shall be forwarded to Human Resources. The TFM shall sign any reports of completion and may attach a written response statement within ten (10) business days following receipt of the report.

H.~~3~~5.10 Appeals for Tenured Faculty Members

A TFM may appeal the PRC's recommendation of Does Not Meet Expectations – Improvement Needed (~~for a~~ *Corrective Action Plan* prescribed) ~~or an additional evaluation during the next academic semester/year,~~ or rating of Unsatisfactory.

Appellants shall complete an appeal form and submit it to the TREC chair and Human Resources (evalsupport@miracosta.edu) within ten (10) calendar days of the written notification of the PRC's recommendation that generated the appeal. The TFM may consult the TREC chair regarding the appeals process.

Within three (3) business days of receipt of the appeal form, ARC shall request the TFM's complete portfolio for review. ARC members, including alternates, shall each individually review the appellant's portfolio, except that ARC members who also served on the PRC of the appellant shall not participate in the review or hearing.

ARC hearings shall be held by the end of the second week of the academic semester following the submission of the appeal. All five (5) ARC members or their alternates must be present at any hearing or review.

The hearing shall provide the opportunity for the appellant and the PRC to present all necessary information in support of their position.

Both the appellant and a representative chosen by the PRC have the right to provide a personal presentation of their case to ARC. The position of each party shall be heard separately. The appellant has the right to have a peer representative present in this meeting if they so desire, and this person shall be an observer. The representative of the PRC shall be accompanied by a separate member of the PRC, and this person shall be an observer.

Immediately following the hearing, ARC shall meet without the appellant or PRC representatives present to discuss and make their recommendation to either uphold or overturn the PRC recommendation. The primary basis for ARC's recommendation shall be its determination as to whether the evaluation procedures specified in this Agreement have been properly followed. In making decisions, ARC shall give due consideration to the recommendations of the PRC. In reviewing the appellant's portfolio, each PRC member's input shall be afforded equal consideration. ARC may not consider the opinions of the dean or any faculty peer as more or less important than that of other PRC members.

ARC's recommendation shall be made by consensus whenever possible. Where consensus is not possible, decisions shall be made by majority vote.

ARC may modify or augment *Corrective Action Plans* to ensure clarity, fairness, and equitability in the evaluation process. In cases where ARC modifies or augments an *Corrective Action Plan*, the committee must provide substantial written rationale, and the chair of the committee must provide the PRC with specific written instructions for modification or development of the plan. Valid concerns expressed by the PRC must be addressed by the *Corrective Action Plan*. The ARC chair shall record the committee's recommendation on the appeal form.

The chair of ARC shall notify the appellant and PRC of the outcome of any appeal. A copy of the appeal form, and any written rationale from ARC, shall be forwarded to Human Resources for inclusion in the appellant's personnel file.

H.3~~5~~.11 Failure to complete evaluation process

In the absence of extenuating circumstances, any TFM who fails to complete the evaluation process within the prescribed timeline shall begin the process again in the immediate subsequent semester. Failure to complete the entire process shall result in the TFM's salary being frozen at the existing salary step until such time as the evaluation process has been successfully completed. No retroactive step increase shall be granted.

H.4.0 TENURE REVIEW AND EVALUATION COMMITTEE

There shall be a Tenure Review and Evaluation Committee (TREC).

H.4.1 Composition of the Tenure Review and Evaluation Committee

The membership of TREC shall be as follows:

- Three (3) deans, appointed by the superintendent/president;
- One (1) tenured TREC chair, appointed by the Faculty Assembly president in consultation with the Academic Senate president, and confirmed by the Faculty Assembly Executive Committee;
- Eleven (11) tenured faculty members, appointed by the Academic Senate president and confirmed by the Academic Senate Faculty Assembly president and confirmed by the Academic Senate;
- Two (2) tenure candidates in the third or fourth cycle of tenure review, appointed by the Academic Senate president and confirmed by the Academic Senate.

At least two (2) faculty members appointed by the Academic Senate must be non-classroom faculty members. No more than two (2) members from the same department may serve on the committee at the same time.

If in any academic year the number of tenure candidates per tenure coordinator is greater than three (3), additional committee members may be appointed by the Academic Senate president.

The TREC chair shall not serve as a Tenure Coordinator, TRC chair, or PRC chair. Whenever possible, the chair shall have a minimum of one year's prior service on TREC. Reassigned time of 0.20 FTE per semester shall be provided for the chair of TREC. Upon mutual agreement between the district and the Assembly, this amount may be increased as deemed appropriate (e.g., new evaluation language is negotiated, a large cohort of newly hired faculty, new training obligations, etc.).

All committee members are voting members, except for the chair. The chair shall only vote to break a tie.

Committee members serve for two-year terms and may be reappointed without term limits. Committee members shall participate in an initial training session and familiarize themselves with the provisions of this Article.

H.4.2 Responsibilities of the Tenure Review and Evaluation Committee (TREC)

TREC shall provide a global perspective in the tenure review process for tenure candidates and the evaluation processes for tenured faculty and temporary full-time faculty. TREC shall serve as a resource for faculty undergoing the tenure review or evaluation processes, as

well as for TRC or PRC chairs and committee members. TREC may be consulted to provide procedural clarity throughout the tenure review and evaluation processes.

TREC facilitates best practices in the faculty evaluation process by serving as the recommending body to the district and Faculty Assembly regarding the tenure review and evaluation processes. TREC shall make recommendations regarding tenure and evaluation procedures, standards, evaluation calendars, and forms with the purpose of ensuring that faculty evaluations are clear, accurate, fair, and equitable.

The district will review any evaluation forms with the Faculty Assembly for consistency with the evaluation criteria and process as reflected in this Agreement prior to the implementation. This review does not apply to modifications that relate only to format, layout, or modality (e.g. paper vs. online forms).

TREC, in conjunction with the district, shall also facilitate the training of tenure candidates, TRC members, PRC members, and tenured faculty members undergoing evaluation. TREC shall serve an integral role in coordinating and facilitating Small Group Instructional Diagnosis (SGID) for faculty undergoing the tenure review or evaluation processes.

All tenured faculty members of TREC shall serve as tenure coordinators on one or more TRCs if appointed by the chair. Tenure candidates may not serve as tenure coordinators.

H.4.3 Process for Recommendations of the Committee

All standards, forms and procedures developed by TREC shall be submitted to the district and to the Faculty Assembly for approval. If there is a disagreement between the Faculty Assembly and the district on one or more of the standards, forms, or procedures recommended by TREC, each of these shall become subjects for negotiation between the district and the Faculty Assembly.

The Faculty Assembly shall consult with the Academic Senate regarding any substantial change in the standards, forms, or procedures recommended by TREC.

H.5.0 APPEALS AND REVIEW COMMITTEE

There shall be an Appeals and Review Committee (ARC).

H.5.1 Composition of the Appeals and Review Committee

ARC shall consist of the following five (5) members:

- Two (2) administrators and one (1) alternate appointed by the superintendent/president;

- Two (2) faculty members and two (2) alternates appointed by the Faculty Assembly president in consultation with the Academic Senate president; and
- The chair of the Tenure Review and Evaluation Committee.

Upon receipt of an appeal from a tenure candidate, the superintendent/president, Academic Senate, and Faculty Assembly shall appoint their representatives to serve on ARC. Alternates shall serve in the event the appointed representative(s) are members of an appellant's TRC, PRC, or are unable to serve.

ARC shall appoint a chair selected from among its membership for each appeal. The chair of TREC may not also serve as the chair of ARC.

Committee members shall familiarize themselves with the provisions of this Article.

H.5.2 Responsibilities of the Appeals and Review Committee

ARC shall be responsible for ensuring that the tenure review process for probationary faculty and the evaluation process for tenured faculty and temporary full-time faculty is fair and equitable. The committee shall review all appeals to determine procedural adherence and ensure that the tenure review and evaluation processes meet general district standards.

In any appeal hearing, each member of ARC shall be objective in regard to the positions of both the appellant and the TRC.

In considering an appeal, committee members are responsible for reviewing all appeal-related documents, including the appellant's previous evaluations, as appropriate, to assess the TRC or PRC's recommendation and the appeal. ARC shall recommend to the superintendent/president or designee to uphold or overturn the TRC's recommendation for the tenure candidate, and/or all potential remedies for process or timeline violations.

ARC may invalidate a faculty evaluation if substantial departures from the evaluation procedures prescribed in this Article are found to have prejudiced a fair and objective evaluation of the faculty member's job performance.

See section H.2.11 for the appeal process for tenure candidates and H.3.10 for tenured faculty members.

ARTICLE I: PROFESSIONAL DEVELOPMENT

I.1.0 PROFESSIONAL DEVELOPMENT PROGRAM

In accordance with sections 55720–55732 in Title 5 of the California Code of Regulations, the district has authorized participation in the state's Flexible Calendar Program to allow time for a structured professional development program. All full-time faculty teaching classes during fall and/or spring semesters are required to participate.

Professional development activities counting toward "flex" credit must be completed within the fiscal year, July 1 through June 30. Procedures, policies, guidelines, and deadlines for reporting such activities are developed and administered by the Professional Development Program Committee.

A. Each faculty member is required to maintain an electronic transcript that properly documents their required professional development activities.

B. Any faculty member who fails to complete their full contractual obligation or completes only a portion of the contract is subject to loss of pay.

See also sections C.1.3 and C.1~~6~~7.

I.1.1 "Flex" contract and "flex" transcript

Each faculty member must electronically submit their annual "flex" contract certification acknowledging their "flex" obligation by the end of the second week of the fall semester.

Faculty with "flex" obligations must fully document their electronic "flex" transcripts annually by June 1st of each fiscal year. The transcript shall contain both of the following elements:

1) Full and final documentation for all completed "flex" activities for the period July 1 to May 31 of the current fiscal year.

2) A projection of hours and activities to be completed during June of the current fiscal year. If the faculty member does not need to project hours in order to complete their obligation, this component of the transcript is not necessary. The faculty member acknowledges that these projected activities, should they be necessary to meet their obligation, must be completed and fully documented on the transcript by the annual June 30th deadline of the current fiscal year.

I.2.0 ENROLLMENT FEE REIMBURSEMENT

The following guidelines and criteria shall be followed in providing reimbursement to faculty members for enrollment fees paid for courses completed to further their professional development. In addition, faculty members may request tuition reimbursement for courses taken outside the district in lieu of departmental and staff development professional travel reimbursement.

1. All full-time faculty members are eligible to participate in the program.
2. Priority consideration shall be given for approving courses using the following criteria:
    a. Courses related to the current and/or projected duties of employment, including courses in Spanish, computer applications, first aid, and CPR.
    b. General and basic education courses (i.e., English, math, introduction to sociology, general psychology, etc.).
    c. Other credit courses not related specifically to professional development.
3. Course work must be taken at MiraCosta College unless the course is required for maintaining or upgrading skills for current position and is not offered at MiraCosta College within the twelve (12) month period for which the faculty member is requesting enrollment fee reimbursement. In such a case, enrollment-fee reimbursement will be limited to the cost of equivalent units at MiraCosta College, within the allowable limit.
4. No course will be considered for reimbursement if its content is part of the minimum requirements for the current position.
5. A faculty member must receive a minimum of a "C" grade or equivalent to receive reimbursement. If letter grades are not given for a course, a copy of the certificate indicating successful course completion or a letter of satisfactory completion signed by the instructor is required.
6. In order for a class to be considered for enrollment-fee reimbursement it must be scheduled during a time other than the faculty member's regularly scheduled work hours. If the class is offered only during the faculty member's work hours, the dean may approve a temporary work schedule change, which allows the faculty member to be off duty during the class hours and to make up the time missed during the same week.
7. Faculty members may not apply for enrollment-fee reimbursement for courses scheduled during times that they are scheduled to teach a class or have other specific work assignments.
8. No course will be considered for enrollment-fee reimbursement if it is to be used by the faculty member for salary enhancement (professional development or career incentive), "flex" credit, or for courses taken during sabbatical leaves.
9. Courses or seminars mandated and paid for by the district are not eligible for enrollment fee reimbursement, nor may any faculty member apply for enrollment-fee reimbursement for courses they wish to substitute for the mandated ones.
10. It is the responsibility of the faculty member to apply for enrollment-fee reimbursement and then to verify completion of coursework with an official transcript or the instructor's signature prior to June 30 of the year in which the course was taken. Should the term for the course cross over the academic year or

the official transcript is not available prior to the June 30 deadline, the employee can request an extension to the timeline from Human Resources. No extensions shall be permitted beyond six (6) months from the original June 30 deadline.

11. Applications for enrollment-fee reimbursement must be received prior to the start of the term in which the class is to be taken. If the class approved is canceled and the faculty member must substitute a class, they must request and receive approval for substitution within two (2) weeks of substituting a different class.
12. Approval body for enrollment-fee reimbursement is the Academic Senate Salary Advancement Committee.
13. Completed approval forms must be forwarded to Human Resources. Upon completion of coursework, verification of satisfactory completion of class (i.e., transcripts) and a purchase request must be sent to Human Resources before enrollment-fee reimbursement occurs.
14. Human Resources will prepare and forward the purchase request for payment when verification is complete.

I.3.0 PROFESSIONAL DEVELOPMENT ALLOWANCE

In addition to travel funds provided through the Professional Development Program and other sources, the District shall provide an annual allowance of $1,5~~2~~00 per full-time faculty member per year to reimburse expenses associated with professional development activities designed to improve instructional outcomes or student support in accordance with AP 7160. This allowance may be applied to professional travel or tuition reimbursement, subject to the following provisions:

1. The department to which the greatest percentage of each full-time regular faculty member is charged shall be allocated $1,5~~2~~00 per faculty member annually.

2. Funds for professional development or tuition reimbursement may be transferred to another full-time faculty member outside of their ~~within the same~~ department with the approval of the appropriate dean(s) and/or vice president ~~for professional travel or tuition reimbursement~~.

3. Up to a maximum of $1000 of the professional development allowance may be used for professional development expenses during sabbatical leaves.

~~3.~~4. All requests under this section are subject to approval by the appropriate dean or vice president through the regular business process.

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I.4.0 MEMBERSHIPS IN PROFESSIONAL ORGANIZATIONS

Full-time faculty are encouraged to join professional organizations that help them remain current and/or strengthen their skills or grow professionally in their discipline or area of

responsibility. The district will pay fifty percent (50%) of the cost of professional organization dues for faculty members, up to a maximum of $250 per faculty member per year. Expenses related to certification or licensing requirements that are part of the minimum qualifications for a faculty member's position are not eligible for reimbursement.

The appropriate dean will determine whether ~~an~~ a professional organization meets the requirements of this policy for faculty members. If the request is denied, the dean will provide the faculty member with a written rationale for the denial ~~to the faculty member~~.

The district will provide a standardized form for faculty members ~~who~~ requesting ~~approval of~~ reimbursement for professional organization dues. The form shall include space for specifying how the membership ~~benefits~~ supports the faculty member's ~~services~~ contributions to the district.

Faculty members must submit the completed ~~requesting reimbursement will submit the~~ form to the appropriate dean for approval, ~~together~~ along with receipt(s) or other documentation demonstrating proof of payment ~~that dues have been paid~~. Dues paid via payroll deduction will be deemed to have been paid at the conclusion of the deduction period.

I.5.0 TRAVEL

Attendance at meetings and conferences will normally be limited to those held within the United States. Travel outside of the United States must be approved in advance by the ~~superintendent/president~~Board of Trustees.

In order to ensure district liability and personal coverage, district-related travel must have final approval two (2) weeks in advance by the appropriate chair, dean, and the divisional vice president or college superintendent/president. Extenuating circumstances must be approved by the appropriate vice president.

Without approved authority to travel, a faculty member is not authorized to be absent from work and therefore is not covered by liability insurance policies. Unauthorized travel will not be reimbursed.

Reimbursements/invoices must be for the faculty member only.

Travel-claim expenses will be reimbursed within fifteen (15) business days following submittal of the travel claim. If the travel advance exceeds the reimbursable expense, the faculty member will be notified and must reimburse the district within five (5) business days following notification.

ARTICLE J: FRINGE BENEFITS

J.1.0 BENEFITS PHILOSOPHY

Health, dental and vision coverage provided by the district are considered benefits of employment, not compensation. The district fully covers the cost of health, dental and vision insurance for eligible active and retired faculty and their eligible dependents.

J.2.0 HEALTH AND WELFARE INSURANCE COVERAGE

In accordance with the benefits philosophy described in section J.1.0, the district shall provide an insurance benefit package for all full-time faculty and their eligible dependents. Full-time faculty shall remain eligible for this benefit package when unbanking load, when working on a reduced load, or when on sabbatical or other approved leave.

Effective 7/1/~~2018~~ 2025 the portion of the premium paid by the district shall be limited to a maximum contribution of $37,432.92~~25,155~~; this amount includes the costs of (a) medical premiums, (b) dental premiums, (c) vision premiums, (d) non-discretionary benefits – [base life insurance, long term disability, and flex account administration fee], and (e) voluntary benefits. Thereafter, the maximum contribution shall automatically be increased to cover the cost of premium renewal rates by an amount not to exceed 10% in each successive year. If the annual premium renewal rates represent an aggregate increase of more than 10%, the district and the Assembly agree to immediately reopen negotiations on this Article.

Since district insurance carriers and benefits may change from time to time, and since employee benefits are reviewed and modified on a regular basis, details of the benefits plan are not included in this Agreement, but details are periodically (at least once per year) distributed to all faculty members through the Human Resources office. Benefits allocated to a full-time faculty member shall be through agreement between the Assembly and the district.

J.2.1 Health and Welfare Insurance Coverage for Retired Full-Time Faculty Members

The district will provide health and welfare coverage for the eligible retired full-time faculty members and any eligible dependents at the same level and on the same basis as that of active full-time faculty members (with the exception of disability and accident insurance) from the age of retirement from the district until the retiree ~~reaches~~ is Medicare eligible at age 65.

To be eligible to participate in this plan, a faculty member must have reached age fifty-five (55) by June 30 of the fiscal year in which their retirement is effective and have been continuously employed in a permanent, full-time, benefit-eligible position a minimum

equivalent to ten (10) fiscal or school years (dependent upon their assignment with the district).

Once eligible, the faculty member is assured of program continuation until they are Medicare eligible at age sixty-five (65), full length of the program, waiver, or death, whichever occurs first.

Post-65 Benefits:

The Post-65 benefit program is a district paid supplemental health plan for Medicare-eligible retirees and their spouse/domestic partner. It is available to retirees covered under the active employee health benefit plan once they reach eligibility for Medicare at age 65. It is also available to

a~~A~~ctive employees age 65 or older who have completed a minimum of 10 years of continuous service in a permanent, full-time, benefit-eligible position with the district as of June 30 in the year in which they retire~~. will be eligible for the district paid supplemental health plan.~~

The Post-65 benefit program allows for the reimbursement of standard premiums for Medicare Part B, Kaiser Senior Advantage under Part C, a Medicare drug plan under Part D, and/or Medicare Supplement Insurance (commonly referred to as Medigap). Copays, coinsurance, deductibles, excess charges, fees, and other out-of-pocket expenses are not eligible for reimbursement. Any Income-Related Monthly Adjustment Amount is also not eligible for reimbursement under this program.

The Post-65 benefit program provides $2,500 per calendar year for the retiree and $2,500 per calendar year for their Medicare-eligible spouse/domestic partner once the retiree reaches age 65. Premium reimbursements shall not exceed $2,500 per calendar year for any individual. The total premium reimbursement for the retiree and their Medicare-eligible spouse/domestic partner shall not exceed $5,000 per calendar year.

~~This plan will provide an amount each year equivalent to the average cost for a Medicare supplement~~Premium reimbursement is available for the retiree and their Medicare-eligible spouse/~~ or~~ domestic partner until the retiree turns age 75 or dies, whichever comes first. There is no survivor benefit. ~~Early retirees covered under the active employee health benefit plan who reach eligibility for Medicare will also be eligible for the district paid supplemental health benefit until the retiree turns age 75 or dies, whichever comes first.~~

If the age of Medicare is eligibility is changed from 65, the parties agree to reopen this Article to discuss modifications.

ARTICLE K: SEPARATION FROM EMPLOYMENT

K.1.0 RETIREMENT SYSTEM(S)

All regular (tenured) and contract (untenured) faculty must become members of the State Teachers Retirement System unless, prior to employment as an academic employee, they belonged to the Public Employee's Retirement System and desire to remain in that system.

Contributions to the State Teachers Retirement System are based on rates established by the State Retirement Board. Contributions are withheld from salary payments made to a qualified employee.

K.2.0 REDUCED WORKLOAD

In accordance with Education Code sections 87483, 89516, faculty may be allowed to reduce their workload and receive full STRS service credit provided that they meet the qualifications described below:

- The faculty member must have reached the age of fifty-five (55) prior to the reduction in workload.
- The faculty member must have been employed in a full-time position requiring certification for at least ten years, of which the immediately preceding five years were full-time employment. Sabbaticals and other approved leaves do not constitute a break in service. Such leave, however, is not used to compute the requirement of five years of full-time service prior to entering the program.
- The minimum part-time employment level, averaged over the academic year, shall be the equivalent of at least half of the number of days of service required by the contract of employment during the last year the faculty member served in a full-time academic position. Faculty members on the reduced workload program shall work for the duration of the reduction, as mutually agreed by the faculty member and the district, at a minimum:
    - 100% of one semester and 0% of the other semester, or
    - 50% each semester, or
    - Any assignment that will average 50% or more for two (2) semesters of the academic year.

  Faculty members on the reduced workload program shall meet their other contractual obligations in direct proportion to their workload. Faculty members on reduced workload shall not be eligible for overload assignments.
- Salary shall be a pro-rata share of the salary that would have been earned had the faculty member not elected to enter the reduced workload program. The salary received must be at least half the salary the member would have earned on a full-time basis.
- The faculty member shall retain all rights and benefits for which payments are made that would be required if employed full-time, including health and retirement.
- The reduced service agreement may be reviewed and updated on an annual basis by

the Board of Trustees.

- Participation in the reduced workload program shall be initiated at the request of the faculty member and can be revoked only with the mutual consent of the district and the faculty member. A qualified faculty member must apply for the reduced workload program on or before March 1st for the following academic year. Exceptions to this deadline may be granted by the appropriate vice president.
- The faculty member may participate in the plan for a maximum of ten (10) years.

K.3.0 REINSTATEMENT AFTER RESIGNATION

A resignation by a contract employee shall be considered a break in service. Reinstatement shall be under the same conditions as other entering employees.

Regular (tenured) academic employees who resign and who are reinstated within thirty-nine (39) months after the last day of paid service shall have the period of resignation disregarded as a break in service.

K.4.0 INCENTIVE FOR EARLY NOTICE OF RETIREMENT OR RESIGNATION

Any faculty member who notifies the district of their intent to retire or voluntarily resign at the end of the current academic or fiscal year by ~~November~~ September 1 will receive a $~~500~~ 1000 notification bonus. Payment will be made with the first payroll following the faculty member's retirement or resignation date.

K.5.0 DISMISSAL OR SUSPENSION

Refer also to California Education Code sections 87666-87681, 87732, and 87740.

Contract (untenured) and regular (tenured) employees may be dismissed or suspended by the Board of Trustees upon the recommendation of the superintendent/president or designee for causes as provided by law.

The following are grounds for dismissal of employees:

- Immoral or unprofessional conduct.
- Dishonesty.
- Unsatisfactory performance.
- Evident unfitness for service.
- Physical or mental condition that makes them unfit to instruct or associate with students.
- Persistent violation of or refusal to obey the school laws of the state or reasonable regulations prescribed by the California Community College Board of Governors, or by the Board of Trustees.

- Conviction of a felony or any crime involving moral turpitude.
- Conduct specified in Government Code section 1028.

If the board decides to dismiss or discipline a contract or regular employee, it shall assure that each of the following has been satisfied:

- The faculty member has been evaluated in accordance with standards and procedures established in accordance with the provisions of Education Code sections 87660 et seq., and the administrative procedure for evaluation contained in this Agreement and the relevant Academic Senate handbooks;
- The board has received all statements of evaluation which considers the events for which dismissal [or penalties] may be imposed;
- The board has received a recommendation from the superintendent/president.
- The board has considered the statements of evaluation and the recommendations in a lawful meeting.

If the board decides it intends to dismiss or discipline a contract or regular faculty member, it shall take the actions required by the Education Code, and the superintendent/president or designee shall thereafter assure that the faculty member is afforded the full post-termination due process required by the Education Code sections 87666–87681, and 87740.

The superintendent/president or designee shall establish procedures that define the conditions and processes for dismissal, discipline, and due process and ensure they are available to employees.

K.5.1 Notice and Appeal

The district shall not act upon any charges of unprofessional conduct or unsatisfactory performance unless during the preceding term or half college year prior to the date of the filing of the charge, and at least ninety (90) days prior to the date of the filing, the faculty member against whom the charge is filed has been given written notice of the unprofessional conduct or unsatisfactory performance, specifying the nature of the conduct with specific instances of behavior and with particularity to permit the faculty member an opportunity to correct their faults and overcome the grounds for the charge. The written notice shall include the most recent evaluation of the faculty member.

If the Board of Trustees decides it intends to dismiss or discipline a contract or regular faculty member, a written statement, signed and verified, shall be delivered to the faculty member setting forth the complete and precise decision of the board and the reasons for the decision.

The written statement shall be delivered by serving it personally on the faculty member or by mailing it by United States registered mail to the faculty member at their last known address.

If the faculty member objects to the decision on any ground, the faculty member shall give written notice of the objection to the superintendent/president and the board within thirty (30) days of the date of the service of the notice.

Within thirty (30) days of receipt of the faculty member's demand for a hearing, the faculty member and the district shall attempt to agree upon an arbitrator to hear the matter. When there is agreement as to the arbitrator, a written confirmation of the agreement signed by the faculty member and an authorized representative of the district shall be entered into the records of the Board of Trustees. Upon entry of such confirmation, the arbitrator shall assume complete and sole jurisdiction over the matter.

If within thirty (30) days of the receipt of the faculty member's demand for hearing, no written agreement has been reached between the faculty member and the district regarding appointment of an arbitrator, the district will certify the matter to the California State Office of Administrative Hearings and request the appointment of an Administrative Law Judge.

Upon appointment, the arbitrator or the Administrative Law Judge shall conduct the proceedings in accordance with the California Administrative Procedures Act, except that the right of discovery shall not be limited to those matters set forth in section 11507.6 of the California Government Code, but shall include the rights and duties of any party in a civil action brought in a superior court. In all cases, discovery shall be completed prior to one week before the date set for hearing.

The arbitrator or Administrative Law Judge shall determine whether there is cause to dismiss or penalize the faculty member. If the arbitrator or Administrative Law Judge finds cause, the arbitrator or Administrative Law Judge shall determine whether the faculty member shall be dismissed, the precise penalty to be imposed, and whether the decision should be imposed immediately or be postponed.

No witness shall be permitted to testify at the hearing except upon oath or affirmation. No testimony shall be given or evidence introduced relating to matters that occurred more than four (4) years prior to the date of the filing of the notice. Evidence of records regularly kept by the district concerning the faculty member may be introduced, but no decision relating to the dismissal or suspension of any faculty member shall be made based on charges or evidence of any nature relating to matters occurring more than four (4) years prior to the filing of the notice.

The decision of the arbitrator or Administrative Law Judge will be made in writing and provided to all parties.

Faculty members will be notified in compliance with any timelines required by the Education Code:

- March 15: Deadline for the superintendent/president or designee to give the board and the faculty member written notice of the recommendation not to re-employ and

stating the reasons therefore.
- May 15: Deadline for the board to notify the faculty member in writing that the faculty member's services will not be required for the ensuing year.

K.6.0 REDUCTION IN NUMBER OF PERMANENT EMPLOYEES

Whenever a particular kind of service is to be reduced or discontinued, the Board of Trustees may terminate the services of not more than a corresponding percentage of the employees of the district, regular (tenured) as well as contract (untenured), at the close of the school year preceding the year the reduction or discontinuance of service is to be effective; provided that the services of no regular faculty member may be terminated while any contract faculty member or any other faculty member with less seniority is retained to render a service for which the regular faculty member possesses a Faculty Service Area (FSA) designation.

See also Education Code section 87743.

K.6.1 Program Discontinuance, Retraining and Reassignment

Where program discontinuance will result in one or more tenured faculty members having less than a full workload, a retraining and reassignment plan and a timeframe for notifying affected faculty members will be developed during the recommendation process for program discontinuance.

If the Board of Trustees votes to accept a report and recommendation for program discontinuance, the affected full-time tenured faculty members will be offered the retraining and reassignment plan. If the affected full-time tenured faculty members choose to not accept this plan, Human Resources will notify affected full-time tenured faculty members of their employment rights and begin layoff procedures.

ARTICLE L: RIGHTS, RESPONSIBILITIES AND DUE PROCESS

L.1.0 ACADEMIC FREEDOM

The district and the Assembly agree to reopen this section for negotiation in 2025–2026.

The district and the Assembly agree to support and defend academic freedom of full-time faculty members, as set forth in Board Policy 4030.

L.2.0 INTELLECTUAL PROPERTY

The district and the Assembly agree to reopen this section for negotiation in 2025–2026.

The following intellectual property provisions shall be interpreted consistent with other district policies, including but not limited to, the district's policy on academic freedom (Board Policy 4030), and federal and state statutes and regulations.

Human Resources and the Assembly shall each retain a copy of a *Sample Intellectual Property Rights Agreement*. This sample agreement shall not be modified except by mutual agreement.

Definitions

For the purposes of this section and its subsections, the following definitions apply:

"Administrative activity" means the execution of the district's management or administrative functions such as preparing budgets, policies, contracts, personnel management, printing course materials and catalogues, maintenance of computer data, long-range planning, and keeping inventories of equipment. Teaching and academic endeavors are not administrative activities.

"Author" or "creator" means an individual who alone or as part of a group of other creators invent, author, discover, or otherwise create intellectual property.

"District resources" means all tangible resources including buildings, equipment, facilities, computers, software, personnel, and funding.

"Course materials" are materials prepared for use in teaching, fixed or unfixed, in any form, including but not limited to, digital, print, audio, visual, or any combination thereof. Course materials include, but are not limited to, lectures, lecture notes, and materials, syllabi, study guides, bibliographies, visual aids, images, diagrams, multimedia presentations, Web-ready content, and educational software.

"Course syllabus" means a document that includes information about the outline, standards for student evaluation, and additional information that reflects the academic work of the faculty member.

"Digital-encoded work" means a work (on a bit-sequence) that can be stored on computer-readable media, manipulated by computers, and transmitted through data networks.

"Faculty member" means an individual employed by the district who develop intellectual property using district resources, unless there is an agreement providing otherwise.

"Intellectual property" means works, products, processes, tangible-research property, copyrightable subject matter, works of art, trade secrets, know-how, inventions, and other creations the ownership of which are recognized and protected from unauthorized exploitation by law. Examples of intellectual property include scholarly, artistic, and instructional materials.

"Substantial use of district resources" means use of district resources beyond the normal professional, technology, and technical support generally provided by the district and extended to an individual or individuals for development of a product, project, or program. The use of district resources must be important and instrumental to the creation of the intellectual property. The following do not constitute substantial use of the district's resources: (1) incidental use of district resources and/or (2) use of district resources commonly available to district employees. A substantial use of the district's resources may be implicated in situations where the district provides the creator with a reduced workload at full compensation for the purpose of creating the item.

"Work" means an "original work of authorship fixed in a tangible medium" as used in the Copyright Act.

Ownership of Intellectual Property. The ownership rights to a creation at the district shall be determined generally as set forth below, unless ownership is modified by an agreement.

Faculty Intellectual-Property Rights. A faculty member who is the creator of an academic work in their field of expertise owns the copyright in that work. Academic works include textbooks, lecture notes and other course materials, literary works, artistic works, musical works, architectural works, and software produced with no more than nominal or incidental use of the district's resources. Academic works described in this paragraph are owned by the faculty member, even though such works may have been developed within the faculty member's scope of employment.

The official course outline of record is the property of the college regardless of authorship. The individual expressions in the syllabus are the intellectual property of the author.

One electronic copy of each syllabus will be requested from faculty by the Office of Instruction for the following purposes:

A. Providing syllabi to students who request them for individual course articulation when the faculty member is unavailable.
B. Providing syllabi to authors of an accreditation self-study to demonstrate inclusion of Student Learning Outcomes and language that demonstrates the college's meeting of other accreditation standards and sub-standards.
C. Providing syllabi to visiting accreditation team members to demonstrate meeting of accreditation standards and sub-standards.

This particular electronic copy will only be used for the purposes outlined above.

However, paper or electronic copies of syllabi may be included in materials required for tenure-review packets (see the Academic Senate *Tenure Candidate Handbook*). They may also be requested by department chairs and Academic Senate presidents for the purposes of evaluating student requests for grade changes (see Board Policy/Administrative Procedure 4231, Grade Changes), and by department chairs, deans, and members of the Grievance Hearing Committee for the purposes of settling a student grievance (see Administrative Procedure 5530, Student Rights and Grievances). In these cases, the requestor must obtain the syllabus via specific request to its faculty member or from the student in support of their grievance or request for change of grade.

Intellectual property unrelated to a faculty member's employment responsibilities at the district and that is developed on a faculty member's own time and without the district's support or use of district facilities is the exclusive property of the creator, and the district has no interest in any such property and holds no claim to any profits resulting from such intellectual property.

District Intellectual-Property Rights. The district owns all other intellectual property, including, but not limited to, patentable inventions, such as computer software, created by faculty members under the following circumstances:

1. If intellectual property is created through the district's administrative activities by a faculty member working within their scope of employment.
2. If intellectual property is created by a faculty member executing a duty or specific assignment designated by the district.
3. If intellectual property is created through the substantial use of district resources.
4. If intellectual property is commissioned by the district pursuant to a signed contract.
5. If intellectual property is produced within one of the nine categories of works considered works-for-hire under copyright law pursuant to a written contract.
6. If intellectual property is produced from research specifically supported by state or federal funds or third-party sponsorship obtained through the district.

Where circumstances give rise to district intellectual-property rights as described above, the creator of the potential intellectual property will promptly disclose the intellectual property to the district. The district and the creator may enter into a written agreement whereby the creator executes documents assigning intellectual property rights to the district.

The superintendent/president may waive the district's interests in its intellectual property by executing a written waiver.

L.2.1 Modification of Ownership Rights

The general provisions for ownership of intellectual property rights set forth previously may be modified by the parties as follows:

Sabbatical Works: Generally, intellectual property created by faculty members during a sabbatical is defined as an academic work. However, where a work to be created as part of an approved sabbatical plan requires resources beyond those normally provided to other employees during a sabbatical (substantial use of district resources), the parties may enter into a written agreement to define the district and the faculty member's intellectual property rights in the sabbatical work.

Assignment of Rights: When the conditions outlined in the sections on faculty intellectual-property rights are met, ownership will reside with the faculty member responsible for creating the intellectual property. In these circumstances, the creator may pursue intellectual-property protection, marketing, and licensing activities without involving the district. If such a decision is made, the creator is entitled to all revenues received.

Any person may agree to assign some or all of their intellectual-property rights to the district. In the event the creator offers to share or assign intellectual-property rights in the creation to the district, the district may support and finance application for intellectual-property protection (trademark, patent, or copyright) or it may enter into an agreement for other exploitation of the work, including management, development, and commercialization of the property under terms and conditions as may be agreeable to the parties. After evaluating the creator's offer, the district may or may not decide to become involved in a joint-investment agreement. A negative response from the district will be communicated in writing to the creator. An affirmative response from the district will be summarized as an offer to enter into a written contract. If the creator accepts the district's proposed contract, any revenues received from commercialization of the intellectual property will be distributed as defined in the contract.

Sponsorship Agreements: A sponsored work is a work first produced by or through the district in the performance of a written agreement between the district and a sponsor. Sponsored works generally include interim and final technical reports, software, and other works first created in the performance of a sponsored agreement. Sponsored works do not include journal articles, lectures, books, or other copyrighted works created through independent academic effort and based on the findings of the sponsored project, unless the sponsored agreement states otherwise. Ownership of copyrights to sponsored works shall be with the district unless the sponsored agreement states otherwise. Where a sponsorship agreement does not define ownership of the intellectual property, ownership shall be determined under applicable law. Any sponsorship agreement that provides for ownership of the work by one other than the district generally shall provide the district with a

nonexclusive, worldwide license to use and reproduce the copyrighted work for education and research purposes.

Collaboration/Partnership Agreements: The district may participate in projects with persons/organizations that result in the creation of intellectual property. Ownership rights of such intellectual property will be defined by the collaboration/partnership agreement or shall be determined under applicable law.

Special Commission: Intellectual property rights to a work specially ordered or commissioned by the district from a faculty member, professional staff member, other district employee, or other individual or entity, and identified by the district as a specially commissioned work at the time the work was commissioned, shall belong to the district. The district and the faculty member shall enter into a written agreement for creation of the specially commissioned work.

Use of Substantial District Resources: In the event the district provides substantial resources to a faculty member for creation of a work and the work was not created under an agreement (such as a sponsorship agreement, individual agreement, or special commission), the district and the creator shall own the intellectual-property rights jointly in proportion to the respective contributions made.

Encoded Works/Software for Administrative Activities: The district may hire an individual or entity to develop software or other encoded works to be used in the district's administrative activities. The district shall maintain ownership of the intellectual property rights in such encoded works. Similarly, the district shall have ownership of the intellectual-property rights in encoded works created by a faculty member, even where the work was created out of the faculty member's own initiative if the work is related to the faculty member's job responsibilities. Where the faculty member creates a program that does not relate to their job duties and that program was created on the faculty member's own time, the work belongs to the faculty member.

Jointly Created Works: Ownership of jointly created works shall be determined by separately assessing which of the above categories applies to each creator, respectively. Rights between joint owners of a copyright shall be determined pursuant to copyright law.

Work Acquired by Assignment or Will: The district may acquire copyrights by assignment or will pursuant to the terms of a written agreement or testament. The terms of such agreements should be consistent with district policies and these procedures.

L.2.2 Materials Implicating Third Party Rights

Faculty members must comply with district policies and state and federal laws, including copyright and privacy laws, in creating works. Faculty members must obtain all required licenses, consents, and releases necessary to avoid infringing the rights of third parties. Faculty members with questions or concerns regarding third-party rights should direct all inquiries to the Vice President, Instructional Services.

L. 2.3 Intellectual-Property Coordinator

The Vice President, Instructional Services, shall be the district's intellectual-property coordinator. The coordinator shall administer this procedure and will implement the district's intellectual property policy. The coordinator will also monitor the development and use of the district's intellectual property. Any questions relating to the applicability of the district's intellectual property or this procedure may be directed and answered by the intellectual-property coordinator.

L.2.4 Preservation of Intellectual-Property Rights

Protection of Rights: The district shall undertake such efforts as it deems necessary to preserve its rights in original works for which the district is the sole or joint owner of intellectual property rights. The district may apply for a patent, for trademark registration, for copyright registration, or for other protection available by law on any new work in which it maintains intellectual-property rights.

Payment of Costs: The district may pay some or all costs required for obtaining a patent, trademark, copyright, or other classification on original works for which it exclusively owns intellectual-property rights. If the district has intellectual-property rights in a jointly owned work, the district may enter into an agreement with the joint owners concerning payment of such costs.

L.2.5 Commercialization of Intellectual Property

Right of Commercialization: The district may commercialize its intellectual property using its resources or it may enter into agreements with others to commercialize the work as authorized by law.

Distribution of Proceeds: A faculty member who creates a work and retains an intellectual property interest in such work in which the district maintains intellectual-property rights is entitled to share in royalties, licenses, and any other payments from commercialization of the work in accordance with applicable agreements and applicable laws. Any expenses incurred by the district in protecting and promoting the work, including costs incurred in seeking patent or copyright protection and reasonable costs of marketing the work, shall be paid according to the prior agreement of the faculty member and the district.

Intellectual Property Account: Proceeds from intellectual property are general income to the district and should be disposed of as directed by the Board of Trustees through the budget-and-expenditure-approval process.

Profits from Required Course Materials: Faculty members should be aware that the Education Code and the California Code of Regulations provide that when students are required to provide or purchase instructional and other materials, such materials must be of a continuing value to the student outside of the classroom setting and should not be solely or exclusively available within the district. This would include course textbooks, packs,

software, and other instructional materials (Education Code section 76365 and California Code of Regulations, Title 5, section 59400, et seq.). In addition, profiting by the instructor-of-record from sales of required course materials may also be in violation of district's policy and institutional code of ethics, which requires that faculty members avoid conflict of interests between their contractual obligations to the district and private business or personal commitments, including soliciting and selling services or products during the course of their regular work at the college (Administrative Procedure 3050). In accordance with district policy, no faculty member will profit from the purchase of required or suggested materials for courses for which they are the instructor-of-record. Materials authored by the instructor of record will be provided at cost, or the faculty member will be responsible for demonstrating to the Vice President, Instructional Services, that profits were donated to the MiraCosta College Foundation or other nonprofit entity.

L.2.6 Notification

The intellectual property coordinator shall provide a copy of these intellectual-property procedures to persons upon request. The district shall arrange training on a periodic basis for faculty, staff, and/or other persons who are covered by this intellectual- property procedure.

L.3.0 INVESTIGATIONS, DUE PROCESS, AND DISCIPLINE

L.3.1 General Principles

Any action taken by the district toward a faculty member under this section shall not be arbitrary or capricious, and, in all cases shall be guided by the principles of due process and progressive discipline as appropriate to each circumstance.

It is anticipated and expected that all faculty members and the district, or representatives thereof, will be truthful, cooperative, and forthright during the investigation and discipline process. All parties will adhere to the highest standards of integrity and, to the extent possible, confidentiality throughout the investigation and disciplinary process.

Nothing in this section shall impede the ability of the district to provide direction, feedback, or guidance to a faculty member in the performance of their duties.

Nothing in this section shall waive or supersede the district's, Assembly's or faculty member's right to request and receive information and documents as allowed by the EERA, Education Code, or other law.

Nothing in this section shall reduce a faculty member's right to Assembly representation or any other representation allowed by law.

To the extent there is conflict between this section and a Board Policy or Administrative Procedure, the procedures outlined in this section shall prevail.

L.3.2 Exclusions

The following items shall not be subject to the provisions of this article:

1. Grievances filed under section L.5.0;
2. Tenure process, including the denial of tenure and/or the non-renewal of contracts for tenure candidates [see Article H];
3. Evaluation process for tenured faculty [see Article H];
4. Investigations or inquiries by any law enforcement department or agency in the discharge of their duties;
5. Notice of Unprofessional Conduct and/or Notice of Unsatisfactory Performance, often referred to as a 90-day notice, pursuant to Ed Code section 87734 [see Article K.5.0]; and
6. Compulsory suspensions pursuant to Education Code sections 87735 and 87736 [see Article K.5.0].

To the extent practicable, the district shall provide the Assembly with information related to situations involving numbers 5 and 6 above within 24 hours of providing notice to the affected faculty member.

L.3.3 Definitions

1. **Complaint.** A complaint is a concern, written or oral, brought to the attention of the district. A complaint may be brought forward by a student, other faculty members, classified staff, an administrator, or a third party, including any person who submits a complaint anonymously. However, it is understood a faculty member cannot be disciplined based solely on an unsubstantiated, anonymous complaint.

2. **Complainant**. A complainant is the person making the complaint to the district, including a person who does not disclose their identity. If the complainant later reveals their identity, the identity of the complainant shall be disclosed to the Assembly.

3. **Corrective Action**. The following items are considered corrective actions and not disciplinary actions: verbal counseling or written counseling memo, which may also include reasonable training, professional development, and/or an off-cycle evaluation.

4. **Discipline**. Written reprimands, suspensions or dismissals [see K.5.0] based on a violation of law or District Policy, or pursuant to sections 87732 and 87734 of the Education Code, are considered disciplinary action(s). The district will only discipline faculty by the means listed in this definition.

5. **Investigation.** An investigation is a district-initiated review of a situation involving a faculty member alleged to have engaged in misconduct. Investigations are conducted to determine whether a violation of district policy or procedure, local, state or federal law has occurred. Investigations may be initiated due to any of the following reasons: a complaint made by an identifiable author/person, a credible report of misconduct, manager observations, or other reliable sources of information.

6. **Investigatory interview.** The term "investigatory interview" is defined as a formal noticed face-to-face meeting, or any follow-up formal written communication, between the district's designated investigator and a respondent in which the respondent is asked questions regarding a complaint against the respondent and for which the district reasonably believes that if substantiated, disciplinary action may later be imposed. An investigatory interview is not a communication between a supervisor, manager or administrator and a faculty member in the normal course of business for the purposes of performance feedback, verbal or written counseling.

7. **Respondent**. A respondent is the person who is the subject of a complaint.

8. **Verbal Counseling**. A verbal counseling is an informal communication alerting a faculty member to a conduct or performance concern.

9. **Written Counseling**. A written counseling is an informal, written communication alerting a faculty member to a conduct or performance concern.

10. **Written Reprimand.** A written reprimand is a formal written communication informing a faculty member of a conduct or performance concern. A written reprimand shall include clear notice that it will be placed in the respondent's personnel file in ten (10) district business days, that the faculty member may submit a written response prior to placement in the personnel file, and any written response received will be attached to the written reprimand when it is entered into the personnel file.

L.3.4 Notice of Investigation for Misconduct Investigations

1. Upon receipt of a complaint, the district shall make an initial determination of whether the allegations in the complaint could rise to the level to violate district policy or procedure, local, state or federal law.

2. If the district determines that an investigation of the complaint is required, the respondent and Assembly shall be notified in writing. The written notification shall include:

a. A description of the allegations in the complaint sufficient to allow for meaningful representation of the respondent including the name of the complainant(s), if known and as appropriate;
b. The name of the person or company responsible for investigating the complaint;
c. A statement that the district will maintain the confidentiality of the investigation to the greatest extent possible;
d. A statement that no findings will be made prior to completion of the investigation;
e. A statement regarding the district's prohibition against retaliation in accordance with Board Policy 3430; and
f. A statement that the faculty member has the right to be represented by the Assembly or a representative of their choosing who may be present at all times during the investigatory interview and any follow-up sessions requested.

3. The delivery of the written notification to the faculty member should be in-person whenever possible, and the Assembly shall be notified of the time and place when respondent will be notified. The notification may also be sent via email and/or by registered or certified mail to the home address on file for the respondent, and the Assembly shall be copied on any such communication.

4. If, during the course of the investigation, additional allegations are discovered that substantially change the scope of the allegations under investigation, the respondent and Assembly shall receive a subsequent notification, no later than forty-eight (48) hours before the scheduled interview for the respondent, in accordance with the requirements outlined in paragraph 2 above.

5. Faculty members who are not the subject of the complaint, but are identified as witnesses or individuals having relevant information regarding the complaint, shall also be notified of their right to have Assembly representation. The Assembly shall be provided a general overview as to the role of the faculty member as a witness.

6. Every effort will be made to complete the investigation within ninety (90) days from when the district notified the respondent of the investigation. If the investigation is not completed within the ninety (90) day timeline, the district will provide the respondent and the Assembly with status updates, every ten (10) business days, on the progress of the investigation and the estimated date of completion. These updates may be communicated through email.

L.3.5 Investigation Interview

A respondent requested to be interviewed under this process will be reasonably consulted regarding their availability for the interview date and time as appropriate for the nature of

the allegations. The respondent and the Assembly shall cooperate with the district to promptly schedule any such interview.

An investigatory interview shall not be scheduled for a date that is less than five (5) business days from the date on which the district served the faculty member with the notice meeting the criteria listed above. The respondent and the Assembly shall be informed of the scheduled interview date and time at least forty-eight (48) hours in advance. However, in exigent circumstances where the district must address serious allegations or events in order to protect persons from imminent injury or other substantial harm, the investigatory interview may take place at any time appropriate to the circumstances, provided the faculty member and their representative are provided written or oral notice of the allegations against them prior to questioning by the investigator.

If requested by the respondent, the initial investigatory interview shall be postponed for an additional working day to enable the respondent to secure representation, or if their representative is unable to proceed on the scheduled date. This section shall not apply in exigent circumstances where the district must address serious allegations or events in order to protect persons from imminent injury or other substantial harm.

The district must provide the Assembly with any prior statements of the respondent in the possession of or available to the district that relate to the subject matter of the interview.

Prior to the start of the interview, the district shall inform the respondent/faculty witness of their right to request a reasonable break during the interview to consult with their representative and/or obtain legal advice.

Either the faculty member or the person conducting the interview may request to record the interview. If a recording is made by the district or by the person conducting the interview, the faculty member and Assembly shall have the right to have a copy of the recording upon request. Any party making a recording must inform the other party and a record of the agreement will be made on the recording itself.

L.3.6 Notice Requirements for Paid Administrative Leave

The district has the discretion to place a respondent on a non-disciplinary, paid administrative leave during the pendency of an investigation in accordance with Education Code section 87623. This type of leave shall be imposed only where the district concludes that the alleged conduct includes:

a. acts of retaliation or intimidation;
b. acts of serious dishonesty or the destruction of property;
c. allegations which, if true, present a reasonable concern for the health or safety of others;
d. allegations which, if true, present a reasonable concern that the respondent's students are suffering educational harm;

e. allegations the nature of which require the immediate preservation of physical evidence which may be compromised if the respondent is not placed on leave; or
f. other conduct of a serious and substantial nature.

Upon request, the respondent shall be granted access to a copy of all of their emails and voicemails, up to and including the date they were placed on non-disciplinary paid leave. As appropriate to the circumstances, the district and FA will meet and confer on granting limited access to district systems for the duration of the leave.

When a respondent is placed on paid administrative leave, the district shall provide additional notice of leave in one of the following two ways.

1) **Non-emergency Situation:** At least two (2) business days prior to placing the respondent on an involuntary, paid administrative leave, the district shall provide the respondent and Assembly with written notification of the general nature of the allegations of misconduct upon which the decision to place the respondent on leave is based. The notice may also instruct the respondent to remain available to the district for questioning during the respondent's regular hours of work.

2) **Emergency Situation:** Where the district concludes that the specific allegations, if true, present a serious risk of physical danger or other necessity, the district may place the respondent on an immediate, non-disciplinary paid leave without prior notice. In such instance, the notice shall be provided to the respondent and Assembly within five (5) business days of the respondent being placed on the leave.

If applicable, the notice shall include an explanation of the circumstances under which the respondent may return to campus and the protocol for notifying the district of the request to enter district property.

As related to Ed Code section 87623, non-disciplinary paid leave includes all compensation and benefits to which the respondent would have received but for placement on paid leave.

L.3.7 Notice of Determination

1. Upon completion of the investigation, the complainant (when a faculty member), respondent (when a faculty member), and Assembly shall be notified of the outcome of the investigation in writing. The delivery of the written notification to the faculty member should be in-person whenever possible. The notification may also be sent via email and/or by registered or certified mail to the home address on file for the respondent.

2. When a complaint is substantiated through the investigation process, either in whole or part, appropriate corrective or disciplinary action may be taken in proportion to the severity of the offense.

3. The complainant (when a faculty member), respondent (when a faculty member), and the Assembly shall receive a written summary of the investigative findings for corrective action.

4. If the district intends to impose discipline on a faculty member, the Assembly and faculty member will be given the full complaint and investigatory report as the basis for discipline. The district may include a non-publication clause limiting the respondent's and Assembly's use of the report and complaint for representational purposes and the respondent's defense.

5. The district may redact portions of the investigation report to protect the identity of witnesses, prevent the disclosure of private information disclosed during the investigation not relevant to the determination, protect student records or information protected by the Federal Education Rights and Privacy Act ("FERPA"), or when there is a specific threat of retaliation. The district must provide notice of the proposed redactions, and meet and confer with the Assembly on requests regarding the applicability of the redactions.

6. Records related to wholly unsubstantiated complaints or complaints not resulting in disciplinary action, including the investigation report, shall be maintained in a separate investigation file in a secure location by Human Resources. These records shall remain separated from the respondent's personnel file for the period required by law or district policy.

L.3.8 Corrective Action and Discipline

Progressive Discipline: When problems arise in the performance of assigned duties and responsibilities, the district will make reasonable attempts to assist the faculty member in correcting these problems through the application of progressive discipline. Nothing herein shall limit the district's ability to combine or skip initial steps in the progressive discipline process depending on the nature and severity of the offense.

1. **Corrective Action**: Corrective actions include verbal counseling and written counseling memoranda. If a faculty member receives a written counseling memorandum, the document shall remain in the file of the immediate supervisor or maintained in a separate file in a secure location by Human Resources for a period not to exceed two (2) years. A faculty member shall be afforded an opportunity to review the Corrective Action Notice and submit a written response within ten (10) district business days, which will be attached to the Corrective Action Notice. The Corrective Action Notice, and any written response thereto, shall not be placed in the personnel file of the faculty member unless further corrective and/or disciplinary action is required.

2. **Written Reprimand:** When a faculty member's presence is requested in an administrative meeting to receive a written reprimand, the district shall provide to the Assembly and the faculty member in writing, at least forty-eight (48) hours in advance:

    a. Notice of the date, time, and location of the meeting;
    b. The persons attending the meeting;
    c. The subject matter of the meeting;
    d. That the faculty member has the right of representation.

        i. If requested by the faculty member, the interview shall be postponed for an additional working day to enable the faculty member to secure representation.

        ii. This notice may be by email and must include a reference to this section of the Agreement.

3. **Pre-disciplinary Notification and Process:** Suspension and Dismissal for Cause

    a. Prior to recommending to the Board of Trustees a suspension with or without pay or dismissal for cause, the district will notify the faculty member of the recommendation and their right to request a pre-disciplinary hearing. The faculty member shall have the right at their option to appear before the superintendent/president or designee to present any information they deem appropriate as to why the recommendation should not proceed to the Board. A copy of the recommendation to suspend or dismiss the faculty member shall be provided to the Assembly.

    b. The notification shall include the following:

        i. A statement of the proposed disciplinary action;
        ii. A statement of the specific charges upon which the proposed disciplinary action is based;
        iii. All documents or materials upon which the recommendation to impose discipline has been made or a statement of the faculty member's right to review the specified documents;
        iv. A statement of the faculty member's right to respond orally or in writing, or both;
        v. A statement of the faculty member's right to have representation at the pre-disciplinary hearing;
        vi. The identity of the person to whom the faculty member must respond to in writing by a specified date and time to request a pre-disciplinary hearing. The response deadline shall be no less than five (5) business days from the date on which the notification is served on the faculty member; and

vii. Notice that the failure to respond at the time specified shall constitute a waiver of the right to respond prior to the Superintendent/President's recommendation to the Board of Trustees that discipline should be imposed.

c. The notice of intended discipline shall be made in writing and served upon the faculty member in person or by registered or certified mail to their home address on file with the district.

d. Upon receipt of a request for a pre-disciplinary hearing, the Vice President of Human Resources or designee shall schedule the pre-disciplinary hearing. The pre-disciplinary hearing shall be held within ten (10) days of the request.

e. At the pre-disciplinary hearing, the faculty member may present in writing or in person any reason as to why the intended disciplinary action should not proceed as recommended.

f. Any of the pre-disciplinary hearing timelines may be modified by mutual agreement of the parties.

g. If the superintendent / president recommends dismissal or suspension, the recommendation shall be submitted to the Board of Trustees for consideration and decision pursuant to Education Code sections 87671 and 87672. The faculty member shall be afforded an opportunity to address the Board prior to any decision being made.

4. **Final Notice of Discipline:** Following the decision made by the Board of Trustees pursuant to Education Code section 87672, a final notice of disciplinary action shall be provided to the faculty member in person or by registered or certified mail at the address on file with the district. A copy of the final notice of disciplinary action shall be provided to the Assembly. This final notice of disciplinary action shall contain the following:
    a. A statement of the exact discipline to be imposed and the effective date(s);
    b. A statement of the charges upon which the disciplinary action is based;
    c. The resolution of the Board of Trustees imposing discipline;
    d. All documents or materials upon which the district has based its decision to impose discipline or a statement of the faculty member's right to review the specified documents;
    e. A statement of the unit member's right to appeal the disciplinary action within thirty (30) days from the date of service of the final notice of disciplinary action; and
    f. A separate card or paper, the signing and filing of which shall constitute a demand for appeal and a denial of the charges.

5. **Appeals of Discipline:**

   Suspension and Dismissal: Faculty members who are dismissed or suspended may appeal the disciplinary decision pursuant to Education Code sections 87673 *et seq*.

L.3.9 Background Checks

Background checks conducted by an outside agency or company at the request of the district may be conducted as part of disciplinary or harassment investigations. (Civil Code section 1786, Ed Code section 87733, et seq. Fair Credit Reporting Act). After the district receives the results of the background check, the faculty member shall receive oral, written, or electronic notice of:

- the name, address, and telephone number of the third-party agency that furnished the report;
- the respondent's right to obtain a free copy of the report; and
- the respondent's right to dispute the accuracy or completeness of any of the information in the report.

L.4.0 PERSONNEL FILES

Every full-time faculty member has the right to inspect their own personnel records pursuant to the Labor Code and Education Code. Faculty personnel files shall be available for inspection only to authorized employees (such as supervisors and HR staff) of the district when actually necessary in the proper administration of the district's affairs or the supervision of the faculty member.

Information of a derogatory nature, with the exception of evaluation comments or recommendations provided to the district on a confidential basis by a previous employer or as part of an application for transfer or promotion to another position within the district, shall not be entered or filed unless and until the faculty member is given notice and an opportunity to review and comment thereon. A faculty member shall have the right to enter, and to have attached to any such derogatory statement, their comments thereon.

Before placing any derogatory document in the faculty member's file, related to any disciplinary action or the investigation of a complaint, allegation, or concern, the document shall first be provided to the faculty member who shall have ten (10) business days from receipt of the document to provide a written response. Any written response shall be placed in the personnel file with the document containing the derogatory statement. If no further derogatory action related to the investigation, allegation, or concern occurs for four (4) years, the document shall be sealed in the personnel file at the faculty member's request, to be opened if the faculty member is facing potential discipline or upon court order or subpoena.

L.4.1 Medical records

The district shall not use or disclose medical information pertaining to full-time faculty members without written authorization from the affected faculty member. However, such information may be disclosed in limited circumstances, such as when compelled by a court of law or by a lawsuit filed by a faculty member, when used for administering and maintaining benefit plans, or in relation to a worker's compensation claim or request for medical leave. The district may also provide information about a faculty member's work restrictions or accommodations to the faculty member's supervisors and the district's safety personnel as necessary.

L.5.0 GRIEVANCES

L.5.1 Definitions

Grievance: A grievance is an allegation by any member of the Faculty Assembly (FA) that they have been adversely affected by any one or more of the following:

1. A violation, misinterpretation, omission, or misapplication of a specific term in this Agreement;
2. A violation, misinterpretation, omission, or misapplication of a written regulation, policy, or procedure of the district;
3. A deviation from an established past practice related to a working condition that may or may not be documented by a written instrument.

A grievance shall not include, and the grievance procedure shall not be used for, any of the following:

1. An alleged violation of the laws of the State of California or federal government;
2. An allegation of sexual harassment, or discrimination of any kind;
3. Matters of interpersonal conflicts or communication issues between employees of the district;
4. Any allegation of an adverse working condition which is subject to separate complaint procedures under this Agreement or the district's Board Policies and Administrative Procedures (e.g., complaints of harassment or discrimination, employee discipline, tenure appeals, shared governance, student issues.)

Nothing in these procedures is intended to diminish, eliminate, or adversely affect any right, process, or procedure afforded to the FA or any FA member by any local, state, or federal statute, rule, or regulations as a result of the FA's status as an employee organization representing FA members and the FA member's status as a public employee of a California community college district.

No reprisals of any kind nor punitive action shall be taken by the district, the FA, the grievant, or any representative of the parties for participating in the grievance process.

Grievance Initiation Form: The document used to initiate a formal grievance is attached as Appendix 9 to this Agreement. The Grievance Initiation Form shall be signed and dated by the FA member submitting the grievance and/or by the FA president, and shall contain a specific description of all the facts which the faculty member claims show a violation to their working conditions. The written grievance also must identify the specific term of this Agreement claimed to have been violated or the regulation, policy, procedure, statutory requirement, or accepted past practice. It should include any available related documentation, how and by whom it was violated, the date of the violation, the names of any witnesses or individuals who can or may provide information regarding the claimed violation, and the specific remedy sought. Once a grievance is resolved by mutual agreement of the FA & district, the district shall be bound by the resolutions of grievances that are specifically presented in writing and signed by an authorized agent of each party.

Grievant: Any member of the Faculty Assembly. If more than one faculty member has been adversely affected by an identical violation, misinterpretation, or misapplication of a specific working condition, the FA may serve as the "grievant" for all members of the Assembly in which case, the resolution (relief sought) shall be applicable to all affected faculty members. The grievant shall be entitled to have the ombudsperson or other authorized FA representative at any stage of the grievance procedure.

Ombudsperson: The elected member of the FA who is authorized to represent the FA in matters related to these procedures. In addition, the FA president following consultation with the FA Executive Council may designate additional authorized representatives for the purpose of assisting and representing an individual grievant at any level of this grievance procedure.

Day: Any contractual employment day of the grievant and does not include Saturdays or Sundays. The grievance may continue outside of the contractual employment days (summers or intersessions, for example) if requested by the grievant and agreed to by the district.

Resolution Conference: A conference requested in any level of the Grievance Procedure and within the time limits relevant to that level. Its purpose is to attempt to resolve the grievance, can be called by any of the parties to include the grievant, the district, the FA, and shall be scheduled by mutual agreement. At such conference, the grievant may be represented by the FA ombudsperson, an authorized FA representative, or a third party chosen by the grievant; and the district official may be joined by one more district officials, unless mutually agreed otherwise. In the event that the grievant chooses to be represented by a third party, the FA ombudsperson or an authorized FA representative must still attend.

L.5.2 Waivers and time limits

A unit member may postpone the time line during approved leave periods by giving written notice to the other party. In such cases, the time line will commence on the first scheduled workday after the leave period. Time limits at each level shall begin the day following receipt of the grievance, grievance appeal, or written district decision. The grievant can request and will receive an automatic five (5) day extension at any level in the process. The request must be in writing.

Since it is important that grievances be processed in a timely manner, the time limits specified at each level are considered to be maximum and efforts should be made to expedite the process. However, the time limits may be extended further by mutual agreement of the parties.

If a grievance is not processed by the grievant in accordance with the time limits set forth in this Agreement and a request for an extension is not made, the grievance shall not be subject to further resolution and shall be considered settled on the basis of the decision last made by the district.

If the district fails to respond to the grievance within the time limit specified at each level, the failure to respond shall be deemed a denial of the grievance and termination of the level involved, and the grievant may proceed to the next level.

L.5.3 Purpose

The purpose of this procedure is to secure, at the lowest possible level, an equitable resolution of a grievance. Both parties agree that these proceedings will be kept as informal and confidential as possible at any level of the procedure. In the course of the grievance procedure, all parties will make a concerted "good faith effort" to resolve the differences at the earliest possible level in the procedure. The handling or processing of any grievance shall be conducted so as to result in minimal interference with, or interruption of, the instructional program and related work activities of the grievant or other involved individuals.

L.5.4 Informal Procedure

FA members are strongly encouraged to consult with the FA ombudsperson and/or authorized FA representatives prior to initiating any informal or formal action related to any working condition-related grievance. This consultation is recommended to ensure that the FA member has adequate information to support a grievance related to a working condition violation and to develop the various options for resolution that might be available to the FA member.

Level One:

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Before filing a formal written grievance, and within twenty (20) days after the grievant knew or should have reasonably known of the act or omission giving rise to the grievance, the

grievant shall attempt to resolve the problem by requesting an informal conference with the dean or lowest-level administrator to whom the grievant reports; and thereafter by any other district official who may be able to resolve the issue. Once the dean is notified of the request, they shall schedule and conduct the meeting within ten (10) days. The grievant may be accompanied by the FA ombudsperson or an authorized FA representative. The district may utilize any and all college resources (such as in-house mediators) and the FA may utilize any and all of its resources in attempting to resolve the issue at this informal level. The dean or lowest-level administrator will render a decision in the matter within ten (10) days of the meeting. If the grievant is not satisfied with the disposition of the grievance or if the dean or lowest level administrator is unavailable for the informal conference during a ten (10) day period after initial request is made, a formal grievance may then be filed. The time limits may be extended by mutual agreement of both parties.

Level One is concluded at the later of the time the dean or lowest level administrator delivers their decision to the grievant and authorized FA representative, or the expiration of the time for the dean or lowest-level administrator to hold a Level One meeting, or, if no decision was rendered, the expiration of the time for the dean or lowest-level administrator to render a decision after the Level One meeting.

L.5.5 Formal Procedure

Level Two:

If the grievance is not resolved at the informal level, the grievant may present the grievance in writing on the Grievance Initiation Form to the dean or lowest-level administrator to whom the grievant reports within ten (10) days of the termination of Level One. The Grievance Initiation Form shall be presented to the FA ombudsperson at the same time it is submitted to the dean or lowest level administrator. The grievant is encouraged to consult with the FA ombudsperson or authorized FA representative to prepare the grievance.

The statement shall be a clear, concise statement of the grievance including as applicable the contract or policy provision(s) alleged to have been violated, the circumstances involved, the decision if any rendered at the informal conference(s) and the specific remedy sought.

The dean or lowest-level administrator in consultation with the appropriate vice president to whom the grievant reports shall communicate a decision to the employee in writing within ten (10) days after receiving the grievance. The written decision shall contain a clear and concise statement as to the reason(s) for said decision. The dean or lowest-level administrator shall send a copy of the decision to the FA ombudsperson and/or authorized FA representative at the same time.

If the dean or lowest-level educational administrator to whom the grievant reports does not respond within the time limit, the grievant has the right to advance to the next level in the

formal grievance process. The time limits may be extended by mutual agreement of both parties.

Level Two is concluded at the later of the time the dean or lowest-level administrator delivers their decision to the grievant and authorized FA representative, or, if no decision was rendered, the expiration of the time for the dean or lowest-level administrator to render a Level Two decision.

Within the time limits of Level Two, any party may request a Resolution Conference as defined above.

Level Three:

If the grievance is not resolved at Level Two, the grievant may, within ten (10) days after the termination of Level Two, submit an appeal on the Grievance Appeal Form to the superintendent/president. The statement of appeal shall include a copy of the original grievance, the decision rendered at Level Two, if any, and a clear, concise statement of the reasons for appeal. New alleged violations not presented at Level Two may not be introduced at the appeal. The scope of the appeal shall be confined to the issues and evidence presented at Level Two with the immediate supervisor. The superintendent/president or designee may meet with the grievant who shall be entitled to have the ombudsperson or authorized FA representative present. If no meeting is held, the written response shall be filed within ten (10) days of the filing of the Level Three appeal. If a meeting is held, the superintendent/president or designee has an additional five (5) days to file a written response. The decision shall be in writing and delivered within the timelines to the grievant and the FA ombudsperson and/or authorized FA representative. The written decision shall contain a clear and concise statement as to the reason(s) for said decision.

If the superintendent/president or designee does not respond within the time limits provided, the grievant has the right to advance to Level Four.

Level Three is concluded at the later of the time the superintendent/president or designee delivers their decision to the grievant and authorized FA representative or, if no decision was rendered, the expiration of the time for the superintendent/president or designee to deliver a decision.

Within the time limits of Level Three, any party may request a Resolution Conference as defined above.

Level Four:

If the grievance is not resolved at Level Three or if no written decision has been rendered within the timeline, the Assembly president, after consultation with the grievant and FA Executive Council, may request the grievance go to mediation and/or advisory arbitration.

1. Mediation: A request for mediation must be submitted to the Office of the Superintendent/President no later than ten (10) days after the termination of Level Three. Within ten (10) days of the Assembly's request for mediation, the FA and the district will select a mediator from a mutually agreed upon list of professional mediators who will bring the parties to the issue together in an effort to resolve the grievance. The mediation shall not exceed two days in duration. The district and the FA shall jointly agree upon a means of appointing mediators for this purpose. No action shall be required as a result of the mediation unless mutually agreed to by both the district and the FA. If mediation is attempted, evidence of either party's conduct or statements during the mediation shall be inadmissible in any subsequent arbitration proceedings. The district and the FA shall share equally the cost of the mediation.

2. Advisory Arbitration: If mediation is not conducted, a request for advisory arbitration must be submitted to the Office of the Superintendent/President no later than ten (10) days after termination of Level Three. If mediation is conducted, a request for advisory arbitration must be submitted to the Office of the Superintendent/President no later than ten (10) days after the date the mediation concludes. Within ten (10) days of the Assembly's request for arbitration, the FA and the district shall mutually select an arbitrator. If no agreement can be reached, the parties shall request from the California State Mediation & Conciliation Service (SMCS) a list of five (5) arbitrators, preferably with experience in hearing grievances in community college matters. Each party shall alternately strike a name until one name remains. The parties shall determine who strikes first by coin toss. The remaining panel member shall be the impartial arbitrator. The fees and expenses of the arbitrator and the hearing shall be borne equally by the district and the FA, provided, however, that if the superintendent/president makes a final decision in resolution of the grievance which is contrary to the advisory decision made by the arbitrator, then the district shall pay the full amount of the arbitrator's fees and expenses. All other expenses shall be borne by the party incurring them.

   The arbitrator, exercising their own discretion, shall conduct the proceedings with a view to expediting the resolution of the dispute and may direct the order of proof, bifurcate proceedings and direct the parties to focus their presentations on issues which could dispose of all or part of the grievance. The parties may offer such evidence, including the testimony of witnesses under oath, as is relevant and material to the dispute. The arbitrator shall determine the admissibility, the relevance, and materiality of the evidence offered and may exclude evidence deemed by the arbitrator to be cumulative or irrelevant. Conformity to legal rules of evidence shall not be necessary. If any question arises as to the ability to arbitrate the grievance, such question will be ruled upon by the arbitrator. If the arbitrator determines the grievance is arbitrable, the arbitrator shall, on the same date, hear the grievance based upon its merits.

The arbitrator's advisory decision shall be in writing and shall set forth the findings of fact, reasoning, and conclusions of the issues submitted. The arbitrator may recommend remedies as they deem appropriate. The arbitrator shall be without power or authority to make any decision that requires the commission of an act prohibited by law or which violates the terms of this Agreement.

The decision of the arbitrator shall be submitted to the grievant, the FA president, and the superintendent/president. After consulting with the grievant, the FA president shall confer with the superintendent/president and together they shall attempt to either: (1) accept the arbitrator's decision with or without minor modifications; (2) remand the case back to the arbitrator to make additional findings or clarifications and re-submit the decision.

If the superintendent/president and FA president are unable to reach a resolution, the superintendent/president shall decide the appropriate resolution. The superintendent/president's decision shall be final and conclude the grievance procedure.

L.6.0 FACULTY SUPPORT FACILITIES

All full-time faculty shall be provided basic facilities necessary to carry out their duties.

Whenever possible, each full-time faculty member shall be provided an office on campus (individual or shared). Each office shall include one desk, one computer, one office chair, one student chair, a minimum of 38" depth file storage space and 10 linear feet of book storage space per instructor.

Each full-time faculty member shall be provided administrative support through their dean's office, and reasonable office supplies necessary to carry out assigned duties. Each full-time faculty member shall be provided one staff parking pass free of charge.

APPENDIX 1: TABLES AND EXAMPLES OF WORKLOAD FACTORS

APPENDIX 1.1: TABLES OF ANNUALIZED FACULTY WORKLOADS

All table entries give the number of hours associated with a particular category.

FACULTY WORKLOADS
FOR FULL CONTRACTUAL CALENDAR (176 DAYS)

	Per FTE Per Year	Per LHE*	Per Week Per FTE	Per Day Per FTE	Per LHE Per Week
Class Contact, Preparation, Student Engagement, Final Exams	1155	38.500	32.813	6.563	2.188
Institutional Service	165	5.500	4.688	0.938	0.313
Preapproved "Flex" Activities	60	2.000	1.705	0.341	0.144
Other Professional Activities	20	0.667	0.568	0.114	0.379
All-College Day Activities	8	0.267	0.227	0.045	0.015
TOTAL	**1408**	**46.933**	**40.000**	**8.000**	**2.667**

FACULTY WORKLOADS: CLASSROOM
FOR REGULAR INSTRUCTIONAL CALENDAR (165 DAYS)

	Per FTE Per Year	Per LHE*	Per Week Per FTE	Per Day Per FTE	Per LHE Per Week
Class Contact, Preparation, Final Exams	990	33.000	30.000	6.000	2.000
Student Engagement	165	5.500	5.000	1.000	0.333
Institutional Service	165	5.500	5.000	1.000	0.333
TOTAL	**1320**	**44.000**	**40.000**	**8.000**	**2.667**

FACULTY WORKLOADS: NON-CLASSROOM
FOR REGULAR INSTRUCTIONAL CALENDAR (165 DAYS)

	Per FTE Per Year	Per LHE*	Per Week Per FTE	Per Day Per FTE	Per LHE Per Week
Class Contact, Preparation, Final Exams	1155	38.500	35.000	7.000	2.333
Student Engagement	0	0.000	0.000	0.000	0.000
Institutional Service	165	5.500	5.000	1.000	0.333
TOTAL	**1320**	**44.000**	**40.000**	**8.000**	**2.667**

NON-CONTRACTUAL FACULTY WORKLOADS: CLASSROOM
FOR REGULAR INSTRUCTIONAL CALENDAR (165 DAYS)

	Per FTE Per Year	Per LHE*	Per Week Per FTE	Per Day Per FTE	Per LHE Per Week
Class Contact, Preparation, Final Exams	990	33.000	30.000	6.000	2.000
Student Engagement	0	0.000	0.000	0.000	0.000
Institutional Service	0	0.000	0.000	0.000	0.000
TOTAL	**990**	**33.000**	**30.000**	**6.000**	**2.000**

Hourly parity for classroom non-contractual duties relative to contractual duties:
(990 hours)/(1408 hours) = 70.3125%

NON-CONTRACTUAL FACULTY WORKLOADS: NON-CLASSROOM
FOR REGULAR INSTRUCTIONAL CALENDAR (165 DAYS)

	Per FTE Per Year	Per LHE*	Per Week Per FTE	Per Day Per FTE	Per LHE Per Week
Class Contact, Preparation, Final Exams	1155	38.500	35.000	7.000	2.333
Student Engagement	0	0.000	0.000	0.000	0.000
Institutional Service	0	0.000	0.000	0.000	0.000
TOTAL	**1155**	**38.500**	**35.000**	**7.000**	**2.333**

Hourly parity for non-classroom non-contractual duties relative to contractual duties:
(1155 hours)/(1408 hours) = 82.0313%

* Per LHE not including “Flex” or All-College Day

APPENDIX 1.2: TABLES OF WORKLOAD FACTORS FOR SPECIFIC ASSIGNMENTS

Tables for workload factors currently in use can be found in section C.3.5. The tables in this section show FTE, LHE and WFCH equivalents for workload factors corresponding to other possible assignments.

Key for these tables:

FACTOR = the performance or discipline factor associated with a particular assignment (factors less than 1.0 are performance factors; factors of 1.0 or greater are discipline factors).
FTE = full-time equivalent
LHE = lecture hour equivalent
WFCH = weekly faculty contact hours associated with assignment
PREP = hours of preparation associated with assignment
SUM = sum of weekly faculty contact and preparation hours associated with assignment
STU = hours of direct student contact associated with assignment
INSV = hours of institutional service associated with assignment
TOT = total hours associated with assignment

Appendix 1.2.1 Contractual Classroom Assignments

For contractual classroom assignments: 1 FTE = 15 LHE = 30 contact and prep hours + 5 student contact hours + 5 institutional service hours per week.

A classroom assignment of 1 FTE per semester corresponds to:

FACTOR	FTE	LHE	WFCH	PREP	SUM	STU	INSV	TOT
2.000	1	15	7.5	22.5	30	5	5	40
1.875	1	15	8.0	22	30	5	5	40
1.765	1	15	8.5	21.5	30	5	5	40
1.667	1	15	9.0	21	30	5	5	40
1.579	1	15	9.5	20.5	30	5	5	40
1.500	1	15	10.0	20	30	5	5	40
1.429	1	15	10.5	19.5	30	5	5	40
1.364	1	15	11.0	19	30	5	5	40
1.304	1	15	11.5	18.5	30	5	5	40
1.250	1	15	12.0	18	30	5	5	40
1.200	1	15	12.5	17.5	30	5	5	40
1.154	1	15	13.0	17	30	5	5	40
1.111	1	15	13.5	16.5	30	5	5	40
1.071	1	15	14.0	16	30	5	5	40
1.034	1	15	14.5	15.5	30	5	5	40
1.000	1	15	15	15	30	5	5	40
0.938	1	15	16	14	30	5	5	40
0.882	1	15	17	13	30	5	5	40
0.833	1	15	18	12	30	5	5	40
0.789	1	15	19	11	30	5	5	40
0.750	1	15	20	10	30	5	5	40
0.714	1	15	21	9	30	5	5	40
0.682	1	15	22	8	30	5	5	40
0.652	1	15	23	7	30	5	5	40
0.625	1	15	24	6	30	5	5	40
0.600	1	15	25	5	30	5	5	40
0.577	1	15	26	4	30	5	5	40
0.556	1	15	27	3	30	5	5	40
0.536	1	15	28	2	30	5	5	40
0.517	1	15	29	1	30	5	5	40
0.500	1	15	30	0	30	5	5	40

A classroom assignment of 1 LHE corresponds to:

FACTOR	FTE	LHE	WFCH	PREP	SUM	STU	INSV	TOT
2.000	0.067	1	0.500	1.500	2.000	0.333	0.333	2.667
1.875	0.067	1	0.533	1.467	2.000	0.333	0.333	2.667
1.765	0.067	1	0.567	1.433	2.000	0.333	0.333	2.667
1.667	0.067	1	0.600	1.400	2.000	0.333	0.333	2.667
1.579	0.067	1	0.633	1.367	2.000	0.333	0.333	2.667
1.500	0.067	1	0.667	1.333	2.000	0.333	0.333	2.667
1.429	0.067	1	0.700	1.300	2.000	0.333	0.333	2.667
1.364	0.067	1	0.733	1.267	2.000	0.333	0.333	2.667
1.304	0.067	1	0.767	1.233	2.000	0.333	0.333	2.667
1.250	0.067	1	0.800	1.200	2.000	0.333	0.333	2.667
1.200	0.067	1	0.833	1.167	2.000	0.333	0.333	2.667
1.154	0.067	1	0.867	1.133	2.000	0.333	0.333	2.667
1.111	0.067	1	0.900	1.100	2.000	0.333	0.333	2.667
1.071	0.067	1	0.933	1.067	2.000	0.333	0.333	2.667
1.034	0.067	1	0.967	1.033	2.000	0.333	0.333	2.667
1.000	0.067	1	1.000	1.000	2.000	0.333	0.333	2.667
0.938	0.067	1	1.067	0.933	2.000	0.333	0.333	2.667
0.882	0.067	1	1.133	0.867	2.000	0.333	0.333	2.667
0.833	0.067	1	1.200	0.800	2.000	0.333	0.333	2.667
0.789	0.067	1	1.267	0.733	2.000	0.333	0.333	2.667
0.750	0.067	1	1.333	0.667	2.000	0.333	0.333	2.667
0.714	0.067	1	1.400	0.600	2.000	0.333	0.333	2.667
0.682	0.067	1	1.467	0.533	2.000	0.333	0.333	2.667
0.652	0.067	1	1.533	0.467	2.000	0.333	0.333	2.667
0.625	0.067	1	1.600	0.400	2.000	0.333	0.333	2.667
0.600	0.067	1	1.667	0.333	2.000	0.333	0.333	2.667
0.577	0.067	1	1.733	0.267	2.000	0.333	0.333	2.667
0.556	0.067	1	1.800	0.200	2.000	0.333	0.333	2.667
0.536	0.067	1	1.867	0.133	2.000	0.333	0.333	2.667
0.517	0.067	1	1.933	0.067	2.000	0.333	0.333	2.667
0.500	0.067	1	2.000	0.000	2.000	0.333	0.333	2.667

A classroom assignment of 1 WFCH corresponds to:

FACTOR	FTE	LHE	WFCH	PREP	SUM	STU	INSV	TOT
2.000	0.1333	2.000	1	3.000	4.000	0.667	0.667	5.333
1.875	0.1250	1.875	1	2.750	3.750	0.625	0.625	5.000
1.765	0.1176	1.765	1	2.529	3.529	0.588	0.588	4.706
1.667	0.1111	1.667	1	2.333	3.333	0.556	0.556	4.444
1.579	0.1053	1.579	1	2.158	3.158	0.526	0.526	4.211
1.500	0.1000	1.500	1	2.000	3.000	0.500	0.500	4.000
1.429	0.0952	1.429	1	1.857	2.857	0.476	0.476	3.810
1.364	0.0909	1.364	1	1.727	2.727	0.455	0.455	3.636
1.304	0.0870	1.304	1	1.609	2.609	0.435	0.435	3.478
1.250	0.0833	1.250	1	1.500	2.500	0.417	0.417	3.333
1.200	0.0800	1.200	1	1.400	2.400	0.400	0.400	3.200
1.154	0.0769	1.154	1	1.308	2.308	0.385	0.385	3.077
1.111	0.0741	1.111	1	1.222	2.222	0.370	0.370	2.963
1.071	0.0714	1.071	1	1.143	2.143	0.357	0.357	2.857
1.034	0.0690	1.034	1	1.069	2.069	0.345	0.345	2.759
1.000	0.0667	1.000	1	1.000	2.000	0.333	0.333	2.667
0.938	0.0625	0.938	1	0.875	1.875	0.313	0.313	2.500
0.882	0.0588	0.882	1	0.765	1.765	0.294	0.294	2.353
0.833	0.0556	0.833	1	0.667	1.667	0.278	0.278	2.222
0.789	0.0526	0.789	1	0.579	1.579	0.263	0.263	2.105
0.750	0.0500	0.750	1	0.500	1.500	0.250	0.250	2.000
0.714	0.0476	0.714	1	0.429	1.429	0.238	0.238	1.905
0.682	0.0455	0.682	1	0.364	1.364	0.227	0.227	1.818
0.652	0.0435	0.652	1	0.304	1.304	0.217	0.217	1.739
0.625	0.0417	0.625	1	0.250	1.250	0.208	0.208	1.667
0.600	0.0400	0.600	1	0.200	1.200	0.200	0.200	1.600
0.577	0.0385	0.577	1	0.154	1.154	0.192	0.192	1.538
0.556	0.0370	0.556	1	0.111	1.111	0.185	0.185	1.481
0.536	0.0357	0.536	1	0.071	1.071	0.179	0.179	1.429
0.517	0.0345	0.517	1	0.034	1.034	0.172	0.172	1.379
0.500	0.0333	0.500	1	0.000	1.000	0.167	0.167	1.333

Appendix 1.2.2 Contractual Non-Classroom Assignments

For contractual non-classroom assignments (counseling and library): 1 FTE = 15 LHE = 35 contact and prep hours + 5 institutional service hours per week.

A non-classroom assignment of 1 FTE per semester corresponds to:

FACTOR	FTE	LHE	WFCH	PREP	SUM	STU	INSV	TOT
1.000	1	15	15	20	35	0	5	40
0.938	1	15	16	19	35	0	5	40
0.882	1	15	17	18	35	0	5	40
0.833	1	15	18	17	35	0	5	40
0.789	1	15	19	16	35	0	5	40
0.750	1	15	20	15	35	0	5	40
0.714	1	15	21	14	35	0	5	40
0.682	1	15	22	13	35	0	5	40
0.652	1	15	23	12	35	0	5	40
0.625	1	15	24	11	35	0	5	40
0.600	1	15	25	10	35	0	5	40
0.577	1	15	26	9	35	0	5	40
0.556	1	15	27	8	35	0	5	40
0.536	1	15	28	7	35	0	5	40
0.517	1	15	29	6	35	0	5	40
0.500	1	15	30	5	35	0	5	40
0.484	1	15	31	4	35	0	5	40
0.469	1	15	32	3	35	0	5	40
0.455	1	15	33	2	35	0	5	40
0.441	1	15	34	1	35	0	5	40
0.429	1	15	35	0	35	0	5	40

A non-classroom assignment of 1 LHE corresponds to:

FACTOR	FTE	LHE	WFCH	PREP	SUM	STU	INSV	TOT
1.000	0.067	1	1.000	1.333	2.333	0.000	0.333	2.667
0.938	0.067	1	1.067	1.267	2.333	0.000	0.333	2.667
0.882	0.067	1	1.133	1.200	2.333	0.000	0.333	2.667
0.833	0.067	1	1.200	1.133	2.333	0.000	0.333	2.667
0.789	0.067	1	1.267	1.067	2.333	0.000	0.333	2.667
0.750	0.067	1	1.333	1.000	2.333	0.000	0.333	2.667
0.714	0.067	1	1.400	0.933	2.333	0.000	0.333	2.667
0.682	0.067	1	1.467	0.867	2.333	0.000	0.333	2.667
0.652	0.067	1	1.533	0.800	2.333	0.000	0.333	2.667
0.625	0.067	1	1.600	0.733	2.333	0.000	0.333	2.667
0.600	0.067	1	1.667	0.667	2.333	0.000	0.333	2.667
0.577	0.067	1	1.733	0.600	2.333	0.000	0.333	2.667
0.556	0.067	1	1.800	0.533	2.333	0.000	0.333	2.667
0.536	0.067	1	1.867	0.467	2.333	0.000	0.333	2.667
0.517	0.067	1	1.933	0.400	2.333	0.000	0.333	2.667
0.500	0.067	1	2.000	0.333	2.333	0.000	0.333	2.667
0.484	0.067	1	2.067	0.267	2.333	0.000	0.333	2.667
0.469	0.067	1	2.133	0.200	2.333	0.000	0.333	2.667
0.455	0.067	1	2.200	0.133	2.333	0.000	0.333	2.667
0.441	0.067	1	2.267	0.067	2.333	0.000	0.333	2.667
0.429	0.067	1	2.333	0.000	2.333	0.000	0.333	2.667

A non-classroom assignment of 1 WFCH corresponds to:

FACTOR	FTE	LHE	WFCH	PREP	SUM	STU	INSV	TOT
1.000	0.0667	1.000	1	1.333	2.333	0.000	0.333	2.667
0.938	0.0625	0.938	1	1.188	2.188	0.000	0.313	2.500
0.882	0.0588	0.882	1	1.059	2.059	0.000	0.294	2.353
0.833	0.0556	0.833	1	0.944	1.944	0.000	0.278	2.222
0.789	0.0526	0.789	1	0.842	1.842	0.000	0.263	2.105
0.750	0.0500	0.750	1	0.750	1.750	0.000	0.250	2.000
0.714	0.0476	0.714	1	0.667	1.667	0.000	0.238	1.905
0.682	0.0455	0.682	1	0.591	1.591	0.000	0.227	1.818
0.652	0.0435	0.652	1	0.522	1.522	0.000	0.217	1.739
0.625	0.0417	0.625	1	0.458	1.458	0.000	0.208	1.667
0.600	0.0400	0.600	1	0.400	1.400	0.000	0.200	1.600
0.577	0.0385	0.577	1	0.346	1.346	0.000	0.192	1.538
0.556	0.0370	0.556	1	0.296	1.296	0.000	0.185	1.481
0.536	0.0357	0.536	1	0.250	1.250	0.000	0.179	1.429
0.517	0.0345	0.517	1	0.207	1.207	0.000	0.172	1.379
0.500	0.0333	0.500	1	0.167	1.167	0.000	0.167	1.333
0.484	0.0323	0.484	1	0.129	1.129	0.000	0.161	1.290
0.469	0.0313	0.469	1	0.094	1.094	0.000	0.156	1.250
0.455	0.0303	0.455	1	0.061	1.061	0.000	0.152	1.212
0.441	0.0294	0.441	1	0.029	1.029	0.000	0.147	1.176
1.000	0.0667	1.000	1	1.333	2.333	0.000	0.333	2.667

Appendix 1.2.3 Leaves and Reassignments

For leaves and reassignments: 1 FTE = 15 LHE = 40 hours per week

A leave or reassignment of 1 FTE corresponds to:

FACTOR	FTE	LHE	WFCH	PREP	SUM	STU	INSV	TOT
1.000	1	15	40	0	40	0	0	40

APPENDIX 1.3 EXAMPLES OF HOW WORKLOAD FACTORS ARE APPLIED

The tables below illustrate the application of performance and discipline factors to specific assignments.

CLASSROOM EXAMPLES

	AUTO 130		
INSTRUCTIONAL CONTACT HOURS	LEC	LAB	TOT
Weekly (Full-Term)	1.00	2.00	3.00
Total Course Contact Hours (Semester)	16.50	33.00	49.50
APPLICABLE WORKLOAD FACTORS	LEC	LAB	
Discipline Factor	1.000	0.750	
Performance Factor	1.000	1.000	
FACULTY WORKOAD MEASURES	LEC	LAB	TOT
Weekly Faculty Contact Hours	1.00	2.00	3.00
Weekly Faculty Preparation Hours	1.00	1.00	2.00
Total Weekly Work Hours	2.00	3.00	5.00
Total Course Work Hours	33.00	49.50	82.50
LHE	1.00	1.50	**2.50**
FTE	0.067	0.100	**0.167**

	DANCE 160		
INSTRUCTIONAL CONTACT HOURS	LEC	LAB	TOT
Weekly (Full-Term)	0.50	3.00	3.50
Total Course Contact Hours (Semester)	8.25	49.50	57.75
APPLICABLE WORKLOAD FACTORS	LEC	LAB	
Discipline Factor	1.000	0.833	
Performance Factor	1.667	1.667	
FACULTY WORKOAD MEASURES	LEC	LAB	TOT
Weekly Faculty Contact Hours	0.50	3.00	3.50
Weekly Faculty Preparation Hours	1.17	5.33	6.50
Total Weekly Work Hours	1.67	8.33	10.00
Total Course Work Hours	27.50	137.50	165.00
LHE	0.83	4.17	**5.00**
FTE	0.056	0.278	**0.333**

NON-CLASSROOM EXAMPLES

	Counseling/Library (3 hours/week)		
INSTRUCTIONAL CONTACT HOURS	LEC	LAB	TOT
Weekly (Full-Term)	3.00	0.00	3.00
Total Course Contact Hours (Semester)	49.50	0.00	49.50
APPLICABLE WORKLOAD FACTORS	LEC	LAB	
Discipline Factor	0.600		
Performance Factor	1.000		
FACULTY WORKOAD MEASURES	LEC	LAB	TOT
Weekly Faculty Contact Hours	3.00		3.00
Weekly Faculty Preparation Hours	1.20		1.20
Total Weekly Work Hours	4.20		4.20
Total Course Work Hours	69.30		69.30
LHE	1.80		**1.80**
FTE	0.120		**0.120**

	Counseling/Library (25 hours/week)		
INSTRUCTIONAL CONTACT HOURS	LEC	LAB	TOT
Weekly (Full-Term)	25.00	0.00	25.00
Total Course Contact Hours (Semester)	412.50	0.00	412.50
APPLICABLE WORKLOAD FACTORS	LEC	LAB	
Discipline Factor	0.600		
Performance Factor	1.000		
FACULTY WORKOAD MEASURES	LEC	LAB	TOT
Weekly Faculty Contact Hours	25.00		25.00
Weekly Faculty Preparation Hours	10.00		10.00
Total Weekly Work Hours	35.00		35.00
Total Course Work Hours	577.50		577.50
LHE	15.00		**15.00**
FTE	1.000		**1.000**

APPENDIX 2: STANDARDS AND DUTIES FOR WORKLOAD FACTORS

APPENDIX 2.1 STANDARDS FOR LABORATORY WORKLOAD FACTORS, CREDIT COURSES

EITHER

- *One weekly hour of preparation for each weekly hour of classroom instruction.*
- *1.000 LHE per classroom contact hour*

OR

- *Forty weekly minutes of preparation for each weekly hour of classroom instruction.*
- *0.8333 LHE per classroom contact hour*

OR

- *Thirty weekly minutes of preparation for each weekly hour of classroom instruction.*
- *0.7500 LHE per classroom contact hour*

OR

- *Twenty-two weekly minutes of preparation for each weekly hour of classroom instruction.*
- *0.6818 LHE per classroom contact hour*

1. Laboratory courses with extensive preparation and student evaluation:

- One weekly hour of preparation for each weekly hour of classroom instruction.
- 1.000 LHE per classroom contact hour

Such laboratory courses, in addition to requiring planning and more than general preparation on the part of the instructor, also require that the student learn basic skills in order to be an effective participant in the course.

Typically such laboratory courses have as a primary function the teaching of concepts rather than skills development as the final outcome of the course.

Criteria for determining an extensive preparation and student evaluation laboratory courses are as follows:

a) The laboratory course requires the active continuing presence, physical or virtual (in the case of online or video conference modes of delivery), of the instructor with ongoing involvement in lecturing, demonstrating, or assisting the students.
b) The laboratory course requires extensive student preparation from text and lecture material prior to and after each session.
c) The laboratory course requires evaluation of student work outside of class time on a regular basis in the same manner as in non-laboratory classes.
d) The laboratory course requires the instructor to see that it is related to and correlated with extensive theoretical content supplemented with appropriate assigned texts.

e) Compliance with the four criteria above is documented in the course outline of record.
f) The laboratory course requires that instructors are involved with professional development in order to maintain proficiency in the areas covered.
g) The laboratory course is comparable to other classes in at least some community colleges and four-year institutions in the state of California, by one-to-one equivalency.

2. Laboratory courses that involve the creation of works of creative skill:
   - Forty weekly minutes of preparation for each weekly hour of classroom instruction.
   - 0.8333 LHE per classroom contact hour

   Typically such laboratories have as a primary function the mastery of disciplines such as dance or studio arts as a final outcome of the course.

   Criteria for determining a creative skills laboratory are as follows:
   a) The laboratory course requires the active continuing presence, physical or virtual (in the case of online or video conference modes of delivery), of the instructor with ongoing involvement in lecturing, demonstrating, or assisting the students.
   b) The laboratory course requires student preparation from appropriate text material prior to and after each session, and/or practice of the relevant creative skills.
   c) The laboratory course requires evaluation of student creative work during class time on a regular basis, with at least some outside of class time student evaluation.
   d) The laboratory course requires the instructor to see that it is related to and correlated with theoretical content supplemented with appropriate assigned texts (including pictures, sculpture, performances, or whatever texts are appropriate and relevant).
   e) Compliance with the four criteria above is documented in the course outline of record.
   f) The laboratory course requires that instructors are involved with professional development in order to maintain proficiency in the areas covered.

3. Laboratory courses for professional/technical skills with significant preparation and student evaluation
   - Thirty weekly minutes of preparation for each weekly hour of classroom instruction.
   - 0.7500 LHE per classroom contact hour

   Such laboratory courses, in addition to requiring planning and general preparation on the part of the instructor, also require that the student learn basic skills relevant to the professional/technical discipline in order to be an effective participant in the class.

Typically such laboratory courses have as a primary function the teaching of professional/technical skills development as the final outcome of the class.

Criteria for determining a significant preparation and student evaluation professional/technical skills laboratory course are as follows:

a) The laboratory course requires the active continuing presence, physical or virtual (in the case of online or video conference modes of delivery), of the instructor with ongoing involvement in lecturing, demonstrating, or assisting the students.
b) The laboratory course requires student preparation from text and lecture material, and practice of the skills, prior to and after each session.
c) The laboratory course requires significant levels of evaluation of student work inside or outside of class time on a regular basis.
d) The laboratory course requires the instructor to see that it is related to and correlated with lectures on professional/technical skills, and supplemented with appropriate assigned texts (such as textbooks and program manuals).
e) Compliance with the four criteria above is documented in the course outline of record.
f) The laboratory course requires that instructors are involved with professional development in order to maintain proficiency in the areas covered.

4. Activity Laboratory courses
   - Twenty-two weekly minutes of preparation for each weekly hour of classroom instruction.
   - 0.6818 LHE per classroom contact hour

Typically such activity laboratory courses have as a primary function the development and practice of physical skills and the proper use of fitness equipment as the final outcome of the course.

Criteria for determining an activity skills laboratory course are as follows:

a) The laboratory course requires the active continuing presence, physical or virtual (in the case of online or video conference modes of delivery), of the instructor with ongoing involvement in demonstrating these skills, or assisting the students in developing them.
b) The laboratory course requires minimal student preparation from text and lecture material, but may require practice of the skills learned, prior to and after each session.
c) The laboratory course requires minimal levels of evaluation of student work outside of class time.
d) Compliance with the three criteria above is documented in the course outline of record.

e) The laboratory course requires that instructors are involved with professional development in order to maintain proficiency in the areas covered.

APPENDIX 2.2 STANDARDS FOR PERFORMANCE FACTORS (DANCE, DRAMA, MUSIC), LECTURE AND LABORATORY

DANCE COURSES (SELECTED)

EITHER

- *Two hours twenty minutes of preparation for each weekly hour of classroom instruction.*
- *1.6667 LHE per classroom contact hour, lecture and laboratory*

OR

- *Two hours of preparation for each weekly hour of classroom instruction.*
- *1.500 LHE per classroom contact hour, lecture and laboratory*

Preparation activities for the selected dance courses:

Choreography and Music:

- Create all new choreography every semester.
- Research and select appropriate music.
- Purchase and personally maintain a music library of this literature.

Costuming:

- Select and provide costuming for all students, ensure that each student has the correct size, distribute, collect and maintain the costumes, and ensure that each student pays for costumes when appropriate.
- Secure costumes for each choreographed dance (averaging 15 different sets of costumes per show, totaling over 100 costumes).

Performances:

- Hold auditions.
- Supervise performances, and technical and dress rehearsals.
- Supervise dance showings of works-in-progress.

Publishing:

- Publish researched program.
- Video record and distribute recordings to students and public.

Technical:

- Design, manage, and coordinate technical needs (lighting, stage, sound, etc.) for all performances.
- Edit audio for concerts.

Programming:

- Design concert programming to accommodate diverse dance styles.
- Program transitions to allow students time to change costumes and prepare for the next dance piece.
- Maintain quality of dance presentations.

Student Choreography:

- Supervise student choreographers.
- Hold choreography auditions.
- Mentor student chorographers.

Publicity:

- Design poster and postcard mailers, update mailing list, and coordinate mailing.
- Coordinate news releases with the MCC Public Information Office.

DRAMA COURSES (SELECTED)

- *One hour twenty-four minutes of preparation for each weekly hour of classroom instruction.*
- *1.2000 LHE per classroom contact hour, lecture and laboratory*

Preparation activities for the selected drama courses:

Pre-show (Previous Year)

- Research and select appropriate scripts for a balanced season.
- Enquire with performance rights holders about play availability for performance, contractually secure permission for dates of performances, order appropriate number of scripts.
- Develop production budget and designate allocations for designers and materials for each area of each of the four productions.
- Research background of plays, including style, language, history of past productions (if a classic), and historical content.
- Recruit and hire costume, set, property, makeup, lighting and sound designers.
- Recruit and hire additional contract workers such as: scenic painters, carpenters, and stitchers.

Pre-show (Same Year):

- Create directorial concept that unifies design and imparts a message.
- Appoint a stage manager and assistant stage manager.
- Enter the production in the Kennedy Center/American College Theatre Festival (KC/ACTF) and arrange to have respondents attend the production.
- Conduct design meetings to coordinate efforts.
- Organize, coordinate and publicize pre-auditions, auditions and call-backs, and make perusal scripts available in both libraries and in the theatre.
- Coordinate poster design and production.
- Cast the play, put it on the “actor’s hotline” and post a cast list.
- Block (stage) actor movement, create scenic composition.
- Break the script down into “beats. “

Production Activities:

- Work with Admissions and Records to set a dynamic late date.
- Manage props.
- Arrange with costume designer and PIO to take publicity photos.

- Supervise program development including photos, special thanks, director's notes, and required information such as rights holders names, sponsors, and KC/ACTF.
- Manage budget including payment of personnel.
- Manage publicity.
- Perform multi-media editing.
- Arrange for production photos.
- Update website with publicity information on the show.
- Develop and set up special production-related lobby displays.
- Run tech week, usually involving 6-7 hour rehearsals nightly.
- Supervise performances.
- Coordinate box office activities.
- Coordinate with Campus Police.
- Manage post-production activities.
- Participate in strike including dismantling the set, getting the costumes cleaned and put away, and properties returned to their appropriate areas.
- Ensure that the facility is cleaned and returned to better than its pre-run state.
- Arrange and facilitate the post-performance talkbacks with the audience.

MUSIC COURSES (SELECTED)

EITHER

- *Two hours twenty minutes of preparation for each weekly hour of classroom instruction.*
- *1.6667 LHE per classroom contact hour, lecture and laboratory*

OR

- *Two hours of preparation for each weekly hour of classroom instruction.*
- *1.500 LHE per classroom contact hour, lecture and laboratory*

OR

- *One hour twenty-four minutes of preparation for each weekly hour of classroom instruction.*
- *1.2000 LHE per classroom contact hour, lecture and laboratory*

Preparation activities for the selected music courses:

Repertoire and Inventory:

- Research, purchase, study, and program all new literature each semester, and personally maintain a site library of this literature, including, in some cases, a diverse set of parts for various instruments for each composition.
- Write and edit musical arrangements.
- Select literature that is appropriate to the requirements of transfer institutions.

Travel with groups of students:

- Set up appropriate performance venues.
- Arrange for transportation, lodging, meals, etc.
- Provide 24-hour supervision.

Publications:

- Research and publish program for each formal concert production.
- Produce audio and video recordings.
- Create, execute and manage marketing plan, press releases, and mailing lists.
- Edit post-production media, e.g. CDs, DVDs and broadcast programs.

Technical:

- Design and manage technical requirements of each concert (sound reinforcement, lighting, etc.).
- Produce studio recording for in-concert use.
- Supervise high-tech installation to prepare for concert.

Costuming:

- Select and provide uniform costuming for all students,
- Ensure that each student has the correct size, distribute, collect, and maintain the costumes, and ensure that each student pays for costumes when appropriate.

Coaching (Outside Rehearsals):

- Conduct rehearsals that are outside of the class hours to focus on subgroups with specific functions, e.g. vocal sections, rhythm sections, instrumental sections.
- Contract and/or rehearse accompanying instrumentalists.
- Arrange for private instructors for each student.
- Organize recitals coordinating multiple teachers and accompanists.
- Collate reports from individual teachers for final reporting.
- Collaborate with other disciplines.
- Arrange and run production meetings.
- Conduct auditions.
- Recruit.

Final Performance:

- Artistically integrate with every performance, utilizing the students as the conductor's instrument so that the instructor performs along with the students.
- Inspire and insist upon excellence from each and all students, as student failure is not an option when public performance is involved.
- Oversee capstone performance environment such as lighting, stage design, coordinating audio and video recordings and the packaging them for distribution.

APPENDIX 2.3 STANDARDS FOR NONCREDIT COURSE WORKLOAD FACTORS, LECTURE AND LABORATORY

EITHER

- *Fifteen minutes of preparation for each weekly hour of classroom instruction.*
- *0.6250 LHE per classroom contact hour, lecture and laboratory*

OR

- *Forty minutes of preparation for each weekly hour of classroom instruction.*
- *0.8333 LHE per classroom contact hour, lecture and laboratory*

Criteria for 0.8333 LHE Factor for noncredit courses:

Such courses, in addition to requiring planning and more than general preparation on the part of the instructor, also require that the student learn basic skills in order to be an effective participant in the class.

Typically such courses have as a primary function the teaching of concepts rather than skills development as the final outcome of the class.

Criteria for determining an extensive preparation and student evaluation course are as follows:

- The course requires extensive student preparation from text and lecture material prior to and after each session.
- The course requires evaluation of student work outside of class time on a regular basis.
- The course requires extensive theoretical content supplemented with appropriate assigned texts.
- Compliance with the three criteria above is documented in the course outline of record.
- The course requires that instructors are involved with professional development in order to maintain proficiency in the areas covered.

APPENDIX 3: TABLES OF CURRENT WORKLOAD FACTORS

Refer to section C.3.5.

CLASSROOM PERFORMANCE FACTORS

Performance Factor	*WFCH for full load*	*Applies to*
1.667	9	DNCE 200 (LEC+LAB) DNCE 201 (LEC+LAB) DNCE 202 (LEC+LAB) DNCE 203 (LEC+LAB) DNCE 204 (LEC+LAB) DNCE 205 (LEC+LAB) DNCE 206 (LEC+LAB) DNCE 207 (LEC+LAB) DNCE 214 (LEC+LAB) DNCE 215 (LEC+LAB) DNCE 260 (LEC+LAB) DNCE 263 (LEC+LAB) DNCE 264 (LEC+LAB)
1.500	10	DNCE 179 (LEC+LAB) MUS 150 (LEC+LAB) MUS 152 (LEC+LAB) MUS 161 (LEC+LAB) MUS 164 (LEC+LAB) MUS 165 (LEC+LAB) MUS 166 (LEC+LAB) MUS 170 (LEC+LAB) MUS 250 (LEC+LAB) MUS 252 (LEC+LAB) MUS 261 (LEC+LAB) MUS 265 (LEC+LAB) MUS 266 (LEC+LAB) MUS 270 (LEC+LAB)
1.200	12.5	ATHL 102 (LEC+LAB) ATHL 103 (LEC+LAB) ATHL 171 (LEC+LAB) ATHL 172 (LEC+LAB) ATHL 188 (LEC+LAB) DRAM 201 (LEC+LAB) DRAM 202 (LEC+LAB) DRAM 203 (LEC+LAB)

		DRAM 204 (LEC+LAB) DRAM 210 (LEC+LAB) DRAM 273 (LEC+LAB) MTEC 141 (LEC+LAB) MUS 260 (LEC+LAB)

CLASSROOM DISCIPLINE FACTORS

Discipline Factor	***WFCH for full load***	***Applies to***
1.000	15	all assignments not otherwise listed
0.833	18	ART (LAB ONLY) DNCE (LAB ONLY) HSAGT (LEC+LAB) HSECN (LEC+LAB) HSENG (LEC+LAB) HSIFA (LEC+LAB) HSMTH (LEC+LAB) HSSCI (LEC+LAB) HSUSH HSWFP (LEC+LAB) HSWHG (LEC+LAB) NCABE (LEC+LAB) NCBOT (LEC+LAB) NCENG (LEC+LAB) NCESL (LEC+LAB) NCMTH (LEC+LAB) NCNUR (LEC+LAB) NCWFP (LEC+LAB) NCVOC (LEC+LAB)
0.750	20	ATHL (LAB ONLY) AUTO (LAB ONLY) HORT (LAB ONLY) KINE (LAB ONLY) MAT (LAB ONLY)
0.682	22	HEAL (LAB ONLY)
0.625	24	NCHLT (LEC+LAB) NCPAR (LEC+LAB) NCSPC (LEC+LAB) NCART (LEC+LAB) NCHAS (LEC+LAB) NCMUS (LEC+LAB) NCPSY (LEC+LAB) NCWRT (LEC+LAB)
0.375	40	REASSIGNED DUTIES (CONTRACTUAL) LEAVES (CONTRACTUAL)

NON-CLASSROOM DISCIPLINE FACTORS

Discipline Factor	*WFCH for full load*	*Applies to*
0.600	25	COUNSELING HOURS LIBRARY HOURS

APPENDIX 4: REASSIGNED TIME PROCEDURES FOR CE DUTIES

See also section E.3.0.

APPENDIX 4.1 VALIDATION PROCEDURE FOR CE REASSIGNED TIME

1) The CE Dean will notify all CE faculty of the opportunity to submit the CE Duties Reassigned Time Request Form by the end of the fall semester for the following academic year.

2) After discussing with departmental colleagues including the Chair, faculty member completes the CE Duties Reassigned Time Request Form by doing the following:

   a) Open the CE Duties Reassigned Time Request Form Excel workbook (to be sent as an attachment by the CE Dean).

   b) Fill in the Faculty Member Name, CE Duties Performed by Faculty in the Following Program(s), and Date Submitted for Validation by CE Dean. Note: Faculty will submit one CE Reassigned Time Duties Request Form for all the programs in which they complete CE duties.

   c) Review the Range of CE Duties Possible list (Column A). Note that these duties may not be edited and new duties may not be added (except as defined below in Step g).

   d) For each possible duty, indicate the projected hours that each CE duty will take you to actually complete (Column B) for the coming academic year (both fall and spring semesters). Note: single whole hours must be entered in this column (not a range of hours or increments of an hour) and if a duty is not to be performed a zero (0) should be entered.

   e) Enter any relevant Notes (Column C).

   f) Verify that the total hours to be validated, as shown in cell B45, is correct.

   g) Enter hours and notes for any one time or program specific CE duties not listed in Column A in cell B47. If hours are entered in this category it is suggested that a discussion with the CE Dean occur regarding possible ways to fund these duties out of a separate budget.

   h) Faculty may choose to balance their reassigned time amount (take a different amount each semester) at their option.

   i) If your Dean is a Dean other than the CE Dean, consult your Dean and ask for feedback and agreement on the total hours you will be submitting to the CE Dean for validation.

3) Submit this form electronically to the CE Dean for validation by Wednesday of "flex" week before the first week of classes in the spring semester for the following academic year. Note that all submitted forms will be made available for viewing after the process has concluded.

4) The CE Dean will review the submission and let the faculty member know by Friday of the first week of classes if the hours have been validated as submitted or not.

5) If the hours have been validated they will be forwarded to the Office of Instruction who will use the CE Duties Reassigned Time Program Allocation workbook to assign reassigned time based upon the division of individual hours validated by total hours validated multiplied by reassigned time available. This will occur after all hours have been validated (see Step 8 below).

6) If the hours have not been validated the faculty member and CE Dean will meet by Friday of the second week of classes to resolve the difference. If the faculty member has a Dean other than the CE Dean, this Dean may be invited to this meeting. If the difference is resolved, Step 4 will be completed. If not, Step 7 will be invoked at the faculty member's option.

7) If after meeting with the CE Dean the difference is not resolved, the faculty member may either choose to agree to the CE Dean's determination of hours or may choose to request a hearing from the CE Reassigned Time Mediation Ad Hoc Group by notifying the current Chair of CNC. The request for a hearing must be made not later than Monday of the third week of classes and the hearing must be completed not later than Friday of the third week of classes. The CE Reassigned Time Mediation Ad Hoc Group will be comprised of two instructional Deans other than the CE Dean (as determined by the Vice President, Instructional Services) and two CE faculty members currently serving on CNC. The faculty member will present their case and supporting documentation and may also have a peer resource of their choice present. The CE Dean may also choose to attend and present their case. After the faculty member and CE Dean leave, the CE Reassigned Time Ad Hoc Group will review all submitted information and make a recommendation to the Vice President, Instructional Services on how many hours should be validated. The Vice President, Instructional Services will review this information and make a decision within three (3) business days of receiving the recommendation and that decision will be final with no further appeal opportunities available.

8) By Friday of the fourth week of classes, the Office of Instruction will, with all CE Reassigned Time Duties request forms validated, calculate the final LHE assignments for the following academic year for each faculty member. The CE Dean will notify all requesting CE faculty of the final reassigned time allocations. Reassigned time amounts will be in effect for the next academic year (fall and spring semesters) and may not be changed after this point. This will assist faculty in preparing their schedules.

9) Requests for CE program reassigned time outside of the above process will not be granted, including late requests. If a faculty member wishes to appeal for CE program

reassigned time after this process has been completed they will need to wait until the following spring semester.

10) The CE Dean will provide to the Assembly president a table showing the reassigned time allocated to each CE faculty member for the next academic year. The Assembly president will verify that the total reassigned time conforms to agreements with the district.

11) Each year, the process described above will be repeated. Any needed changes to the CE Duties Reassigned Time Request Form will be determined by the CE dean through mutual agreement or negotiation with the Assembly.

APPENDIX 4.2: CRITERIA FOR VALIDATING CE DUTIES

The criteria for validating CE duties shall be based on the following list:

Career Preparation and Workforce Development

- Develop and revise membership of advisory committees.
- Plan for and conduct advisory committee meetings.
- Implement advisory committee recommendations and workforce training needs.
- Provide industry contacts and liaison with employers (workforce skills).
- Advise students with respect to career ladders based on their professional history.
- Update counselors on employment trends, emerging opportunities, and curriculum changes.
- Accept and disseminate job postings from local employers.
- Provide job referrals/matches.
- Procure educational training sites, placement and supervision of students, contract maintenance, and evaluation of sites.
- Provide information regarding specialized training for associate faculty to meet required certifications.
- Provide workshops and training for instructors at local feeder schools.
- Provide training for area employers and preceptors.
- Disseminate information and referrals for community inquiries regarding industry practices and services.
- Write and coordinate grants.
- Create and maintain specialized certificate.

Regulatory Compliance

- Ensure compliance with state and national licensing requirements.
- Maintain currency and educate faculty regarding state and national standards and ensure compliance to standards by all faculty and students.

- Apply for and maintain ongoing accreditation.

Unique Learning Environments

- Evaluate, purchase, and install industry relevant hardware and software.
- Provide tours to industry/academic/government partners.
- Coordinate student competitions with industry judges to provide real-world feedback and external motivation.

Marketing and Community Outreach

- Conduct workshops and presentations for various partners.
- Develop and maintain tech-prep articulation agreements with local feeder schools.
- Solicit funds from local business organizations for equipment donations, student scholarships, and grants.
- Coordinate industry-specific job fairs, networking, and open house events.

APPENDIX 5: TABLES OF REASSIGNED TIME AND STIPENDS

APPENDIX 5.1 REASSIGNED TIME FOR SPECIAL PROGRAM COORDINATORS AND INSTRUCTIONAL COORDINATORS

For general provisions, refer to section C.4.3.

Instructional and Program Coordinators (Special Programs)

Position	Reassigned Time (FTE per semester)
ACP Counseling Leads (5-6 at 0.2 FTE each)	1.2
Chair, Tenure Review and Evaluation Committee (TREC)	0.20*
Coordinator, Career Center	0.60**
Coordinator, Child Development Center	0.40
Coordinator, Guided Pathways (2 at 0.3 FTE each)	0.60
Coordinator, Honors Scholar Program/PTK	0.60
~~Co-Coordinator, Puente (Instruction)~~	~~0.267~~
~~Co-Coordinator, Puente (Student Services)~~	~~0.50~~
Coordinator, International Language Labs	0.334
Coordinator, Joyful Teacher~~Coordinator, STEM Center~~	0.400.50
Coordinator, Math Learning Center^	0.50***
Coordinator, STEM Center^	0.50
Coordinator, Student Learning Outcomes	0.20
Coordinator, Writing Center^	0.50***
Faculty Liaisons, Guided Pathways (5-6)**	$5000 stipend per ACP
~~Coordinator, Contextualized Learning Communities~~	~~0.55~~

*May be increased upon mutual agreement between the district and Assembly
**May be split between two faculty members
***May be distributed between Oceanside and San Elijo
^ The Faculty Coordinators for the Writing Center, Math Learning Center, and STEM Center shall be eligible for compensation for hours worked during the winter intersession due to operational needs. The hours shall not exceed 33 hours per coordinator at the applicable non-contractual, non-teaching hourly rate as requested to and approved by the appropriate dean.

~~**Instructional Coordinators**~~

~~**Position**~~	~~**Reassigned Time (FTE per semester)**~~
~~Faculty Coordinator Child Development Center~~	~~0.60***~~
~~Coordinator, San Elijo Math Learning Center~~	~~0.20~~
~~Coordinator(s), International Language Labs~~	~~0.334*~~

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Coordinator(s), CLC Computer Lab	0.20**

*May be distributed between Oceanside and San Elijo
**May be split between two coordinators
***Minimum reassigned time per semester

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Nursing Program**

Position	Reassigned Time (FTE per semester)
Assistant Directors (2)*	0.40
Director, Certified Nursing Assistant (CNA)RN Director	0.300.80
Assistant Director	0.20
Director, Licensed Vocational Nursing (LVN)	0.30
Director, Medical Assistant	0.230
Director, Registered Nursing (RN)	0.80

*Reassigned time shall be split between two Assistant Directors to meet department needs.*132 non-instructional hours in the summer for program coordination

**The 7 lead Instructors in the Nursing & Allied Health Department shall each receive a stipend of $900 per term forbe eligible for compensation for hours worked related to support clinical rotation onboarding and coordination at the applicable non-contractual, non-teaching hourly rate as requested to and approved by the Dean of Nursing.

Appendix 5.1.1 Summer Compensation for Faculty Special Program and Instructional Coordinators

The compensation provided for special program coordinators, and instructional coordinators during the summer shall be as shown in the table below, with hours paid at the applicable non-contractual rate.

Position	Compensation (hours)
Chair, TREC	33
Coordinator, Honors Scholar Program/PTK	13299
Coordinator, Joyful Teacher	66
Director, CNA	99
Director, Licensed Vocational Nursing (LVN)	99132*
Director, Registered Nursing (RN)	198
Faculty Coordinators, Learning Centers	264**
Professional Development Coordinator	66

* To be reduced to 99 if summer cohorts reduce from 2 to 1.
** To be divided among the Faculty Coordinators for the Writing Center, Math Learning Center, and STEM Center. The amount of hours assigned shall be based on operational needs, not to exceed 99 hours per Faculty Coordinator.

APPENDIX 6: QUALIFICATIONS FOR FACULTY SALARY SCHEDULE CLASSES

APPENDIX 6.1: CALCULATION AND CREDITING OF UNITS

Quarter hours are equivalent to two-thirds of a semester hour. Fractional parts of units are not converted to a whole unit. However, fractional parts of units may be combined to equal one full unit.

For purposes of employment, salary placement, and any other accrued benefits of recognition, all degrees and/or college units shall be measured against the following definition of "accredited institution":

An accredited institution shall be any institution of higher education which is accredited by one of the six nationally recognized, regional accrediting associations: Middle States Association of Colleges and Secondary Schools; New England Association of Schools and Colleges; North Central Association of Colleges and Secondary Schools; Northwest Association of Schools and Colleges; Southern Association of Colleges and Schools; Western Association of Schools and Colleges.

Institutions such as vocational or professional schools or foreign institutions of higher education shall be considered accredited if they have been accredited by the recognized organization charged with accrediting such special types of institutions.

Degrees or units from foreign universities or from specialized educational institutions shall be subject to determination of equivalency by the superintendent/president.

APPENDIX 6.2: CLASSES FOR NON-CE (NON-VOCATIONAL) TEACHING POSITIONS

CLASS I:
Possession of the minimum qualifications or equivalent required to provide service in the position or teach in the discipline to which assigned, or the California Community college credential required to provide service in the position or teach in the discipline to which assigned.

CLASS II:
Master's or Baccalaureate Degree plus 36 semester units of upper division or graduate coursework taken after completion of the B.A./B.S. requirements in or related to the discipline to which assigned AND/OR as part of a graduate degree program.

AND

Possession of the minimum qualifications or equivalent required to provide service in the position or teach in the discipline to which assigned, or the California community college credential required to provide service in the position or teach in the discipline to which assigned.

CLASS III:
A Master's Degree with a total of 48 semester units of upper division or graduate coursework taken after completion of the B.A./B.S. requirements in or related to the discipline to which assigned AND/OR as part of a graduate degree program.

AND

Possession of the minimum qualifications or equivalent required to provide service in the position or teach in the discipline to which assigned, or the California community college credential required to provide service in the position or teach in the discipline to which assigned.

CLASS IV:
A Master's Degree with a total of 60 semester units of upper division or graduate coursework taken after completion of the B.A./B.S. requirements in or related to the discipline to which assigned AND/OR as part of a graduate degree program.

AND

Possession of the minimum qualifications or equivalent required to provide service in the position or teach in the discipline to which assigned, or the California community college credential required to provide service in the position or teach in the discipline to which assigned.

CLASS V:
A Master's Degree with a total of 72 semester units of upper division or graduate coursework taken after completion of the B.A./B.S. requirements in or related to the discipline to which assigned AND/OR as part of a graduate degree program.

AND

Possession of the minimum qualifications or equivalent required to provide service in the position or teach in the discipline to which assigned, or the California community college credential required to provide service in the position or teach in the discipline to which assigned.

CLASS VI:
An earned Doctorate from an accredited institution or foreign equivalent

AND

Possession of the minimum qualifications or equivalent required to provide service in the position or teach in the discipline to which assigned, or the California community college credential required to provide service in the position or teach in the discipline to which assigned.

APPENDIX 6.3: CLASSES FOR CAREER TECHNICAL EDUCATION (VOCATIONAL) POSITIONS

CLASS I:
Possession of the minimum qualifications or equivalent required to teach in the discipline to which assigned, or possession of a California community college credential issued on the basis of occupational experience in the discipline to which assigned.

CLASS II:
Completion of 12 units of coursework in the discipline to which assigned
AND
Possession of the minimum qualifications or equivalent required to teach in the discipline to which assigned, or a California community college credential issued on the basis of occupational experience in the discipline to which assigned.

CLASS III:
An Associate Degree plus 12 units of coursework taken after completion of the A.A./A.S. requirements in or related to the discipline to which assigned
AND
Possession of the minimum qualifications or equivalent required to teach in the discipline to which assigned, or a California community college credential issued on the basis of occupational experience in the discipline to which assigned.

CLASS IV:
A Baccalaureate Degree plus 24 semester units of upper division or graduate coursework taken after completion of the B.A./B.S. requirements in or related to the discipline to which assigned AND/OR as part of a graduate degree program
AND
Possession of the minimum qualifications or equivalent required to teach in the discipline to which assigned, or a California community college credential issued on the basis of occupational experience in the discipline to which assigned.

CLASS V:
A Master's Degree plus 36 semester units of upper division or graduate coursework taken after completion of the B.A./B.S. requirements in or related to the discipline to which assigned AND/OR as part of a graduate degree program
AND
Possession of the minimum qualifications or equivalent required to teach in the discipline to which assigned, or a California community college credential issued on the basis of occupational experience in the discipline to which assigned.

CLASS VI

An earned Doctorate from an accredited institution or foreign equivalent

AND

Possession of the minimum qualifications or equivalent required to teach in the discipline to which assigned, or a California community college credential issued on the basis of occupational experience in the discipline to which assigned.

APPENDIX 7: FACULTY SALARY SCHEDULES

APPENDIX 7.1: ANNUAL FACULTY SALARY SCHEDULES

The following tables specify the annual full-time salary schedules ~~for 2022/2023, 2023/2024, and 2024/2025~~ 2025–2026, 2026–2027, and 2027–2028. Refer to section D.1.0.

2025~~2~~/2026~~3~~ Annual Salary Schedule
~~4~~2.0% COLA

STEP	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI
1	88,852	92,137	95,426	98,715	102,004	105,294
2	93,680	96,970	100,257	103,542	106,833	110,122
3	98,509	101,797	105,083	108,371	111,661	114,951
4	103,334	106,624	109,913	113,201	116,488	119,780
5	108,164	111,453	114,740	118,026	121,317	124,607
6	112,992	116,280	119,567	122,857	126,148	129,435
7	117,818	121,107	124,394	127,682	130,967	134,259
8	122,646	125,938	129,224	132,514	135,803	139,092
9	127,479	130,764	134,050	137,338	140,629	143,919
10	132,304	135,592	138,881	142,170	145,456	148,747
11	137,134	140,419	143,709	146,998	150,289	153,578
12	141,963	145,247	148,535	151,823	155,114	158,408
13	146,790	150,075	153,364	156,654	159,942	163,231
14	151,620	154,904	158,190	161,479	164,767	168,060
15	156,428	159,713	163,000	166,298	169,590	172,877
16	157,993	161,310	164,630	167,961	171,286	174,606
17	159,573	162,923	166,277	169,641	172,998	176,352
18	161,168	164,552	167,939	171,337	174,728	178,115
19	162,780	166,198	169,619	173,050	176,476	179,897
20	164,408	167,860	171,315	174,781	178,240	181,696
21	165,394	168,867	172,343	175,830	179,310	182,786
22	166,387	169,880	173,377	176,885	180,386	183,882
23	167,385	170,899	174,417	177,946	181,468	184,986
24	168,389	171,925	175,464	179,014	182,557	186,096
25	169,400	172,956	176,516	180,088	183,652	187,212
26	170,247	173,821	177,399	180,988	184,570	188,148
27	171,098	174,690	178,286	181,893	185,493	189,089
28	171,953	175,564	179,177	182,803	186,421	190,035
29	172,813	176,442	180,073	183,717	187,353	190,985
30	173,677	177,324	180,974	184,635	188,290	191,940

2026~~3~~/2027~~4~~ Annual Salary Schedule
2.5~~1.75~~% COLA

STEP	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI
1	91,074	94,440	97,812	101,183	104,554	107,926
2	96,022	99,394	102,763	106,131	109,504	112,876
3	100,972	104,342	107,710	111,080	114,452	117,825
4	105,918	109,290	112,661	116,031	119,401	122,774
5	110,868	114,239	117,609	120,977	124,350	127,722
6	115,817	119,187	122,556	125,929	129,302	132,671
7	120,764	124,135	127,504	130,874	134,241	137,615
8	125,712	129,086	132,455	135,827	139,198	142,569
9	130,666	134,034	137,401	140,772	144,145	147,517
10	135,611	138,982	142,353	145,724	149,093	152,466
11	140,563	143,929	147,302	150,673	154,047	157,417
12	145,512	148,879	152,248	155,619	158,992	162,368
13	150,460	153,827	157,198	160,571	163,940	167,312
14	155,410	158,776	162,145	165,516	168,886	172,261
15	160,339	163,706	167,075	170,456	173,829	177,199
16	161,943	165,343	168,746	172,160	175,568	178,971
17	163,562	166,996	170,433	173,882	177,323	180,761
18	165,198	168,666	172,138	175,621	179,097	182,568
19	166,850	170,353	173,859	177,377	180,888	184,394
20	168,518	172,056	175,598	179,150	182,696	186,238
21	169,529	173,089	176,651	180,225	183,793	187,355
22	170,546	174,127	177,711	181,307	184,895	188,480
23	171,570	175,172	178,778	182,395	186,005	189,610
24	172,599	176,223	179,850	183,489	187,121	190,748
25	173,635	177,280	180,929	184,590	188,244	191,893
26	174,503	178,167	181,834	185,513	189,185	192,852
27	175,375	179,057	182,743	186,440	190,131	193,816
28	176,252	179,953	183,657	187,373	191,081	194,785
29	177,134	180,853	184,575	188,309	192,037	195,759
30	178,019	181,757	185,498	189,251	192,997	196,738

20274/20285 Annual Salary Schedule
25.5% COLA

STEP	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI
1	92,895	96,329	99,768	103,206	106,645	110,085
2	97,943	101,382	104,819	108,254	111,694	115,133
3	102,991	106,429	109,864	113,302	116,741	120,181
4	108,036	111,475	114,915	118,352	121,789	125,230
5	113,086	116,524	119,961	123,397	126,837	130,276
6	118,133	121,571	125,007	128,447	131,888	135,325
7	123,179	126,617	130,054	133,491	136,926	140,368
8	128,227	131,668	135,104	138,543	141,982	145,420
9	133,279	136,714	140,149	143,587	147,027	150,468
10	138,323	141,762	145,200	148,639	152,075	155,515
11	143,374	146,808	150,248	153,686	157,128	160,566
12	148,422	151,856	155,293	158,731	162,172	165,615
13	153,469	156,904	160,342	163,782	167,219	170,658
14	158,518	161,952	165,388	168,826	172,264	175,707
15	163,546	166,980	170,417	173,865	177,306	180,743
16	165,181	168,650	172,121	175,603	179,079	182,550
17	166,833	170,336	173,842	177,359	180,870	184,376
18	168,502	172,039	175,581	179,133	182,679	186,220
19	170,187	173,760	177,336	180,924	184,505	188,082
20	171,888	175,497	179,110	182,733	186,350	189,963
21	172,920	176,550	180,184	183,830	187,469	191,103
22	173,957	177,610	181,265	184,933	188,593	192,249
23	175,001	178,675	182,353	186,042	189,725	193,403
24	176,051	179,747	183,447	187,159	190,863	194,563
25	177,107	180,826	184,548	188,282	192,008	195,730
26	177,993	181,730	185,471	189,223	192,968	196,709
27	178,883	182,639	186,398	190,169	193,933	197,693
28	179,777	183,552	187,330	191,120	194,903	198,681
29	180,676	184,470	188,267	192,076	195,877	199,674
30	181,580	185,392	189,208	193,036	196,857	200,673

APPENDIX 7.2: HOURLY NON-CONTRACTUAL COMPENSATION SCHEDULES

The following tables specify the hourly non-contractual compensation schedules for 2022/2023, 2023/2024, and 2024/20252025–2026, 2026–2027, and 2027–2028. These tables are based on the annual salary schedules and calculated as described in section D.2. For compensation per LHE, the appropriate hourly rate is multiplied by the appropriate number of hours as prescribed in sections D.2.2 through D.2.4.

20252/20263 Hourly Non-Contractual Compensation Schedule

STEP	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI
1	44.65	46.30	47.95	49.60	51.26	52.91
2	47.07	48.73	50.38	52.03	53.68	55.33
3	49.50	51.15	52.80	54.45	56.11	57.76
4	51.92	53.58	55.23	56.88	58.53	60.19
5	54.35	56.00	57.66	59.31	60.96	62.61
6	56.78	58.43	60.08	61.73	63.39	65.04
7	59.20	60.85	62.51	64.16	65.81	67.46
8	61.63	63.28	64.93	66.59	68.24	69.89
9	64.06	65.71	67.36	69.01	70.66	72.32
10	66.48	68.13	69.79	71.44	73.09	74.74
11	68.91	70.56	72.21	73.86	75.52	77.17
12	71.33	72.98	74.64	76.29	77.94	79.60
13	73.76	75.41	77.06	78.72	80.37	82.02
14	76.19	77.84	79.49	81.14	82.79	84.45
15	78.60	80.25	81.91	83.56	85.22	86.87
16	79.39	81.06	82.72	84.40	86.07	87.74
17	80.18	81.87	83.55	85.24	86.93	88.61
18	80.98	82.69	84.39	86.09	87.80	89.50
19	81.79	83.51	85.23	86.96	88.68	90.40
20	82.61	84.35	86.08	87.82	89.56	91.30
21	83.11	84.85	86.60	88.35	90.10	91.85
22	83.61	85.36	87.12	88.88	90.64	92.40
23	84.11	85.87	87.64	89.42	91.19	92.95
24	84.61	86.39	88.17	89.95	91.73	93.51
25	85.12	86.91	88.70	90.49	92.28	94.07
26	85.55	87.34	89.14	90.94	92.74	94.54
27	85.97	87.78	89.59	91.40	93.21	95.01
28	86.40	88.22	90.03	91.86	93.67	95.49
29	86.84	88.66	90.48	92.31	94.14	95.97
30	87.27	89.10	90.94	92.78	94.61	96.45

20263/20274 Hourly Non-Contractual Compensation Schedule

STEP	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI
1	45.76	47.45	49.15	50.84	52.54	54.23
2	48.25	49.94	51.64	53.33	55.02	56.72
3	50.74	52.43	54.12	55.82	57.51	59.21
4	53.22	54.92	56.61	58.30	60.00	61.69
5	55.71	57.40	59.10	60.79	62.48	64.18
6	58.20	59.89	61.58	63.28	64.97	66.67
7	60.68	62.38	64.07	65.76	67.45	69.15
8	63.17	64.86	66.56	68.25	69.95	71.64
9	65.66	67.35	69.04	70.74	72.43	74.13
10	68.14	69.84	71.53	73.22	74.92	76.61
11	70.63	72.32	74.02	75.71	77.41	79.10
12	73.12	74.81	76.50	78.20	79.89	81.59
13	75.60	77.30	78.99	80.68	82.38	84.07
14	78.09	79.78	81.48	83.17	84.86	86.56
15	80.57	82.26	83.95	85.65	87.35	89.04
16	81.37	83.08	84.79	86.51	88.22	89.93
17	82.19	83.91	85.64	87.37	89.10	90.83
18	83.01	84.75	86.50	88.25	89.99	91.74
19	83.84	85.60	87.36	89.13	90.89	92.66
20	84.68	86.46	88.24	90.02	91.80	93.58
21	85.19	86.97	88.76	90.56	92.35	94.14
22	85.70	87.50	89.30	91.10	92.91	94.71
23	86.21	88.02	89.83	91.65	93.46	95.28
24	86.73	88.55	90.37	92.20	94.03	95.85
25	87.25	89.08	90.91	92.75	94.59	96.42
26	87.69	89.53	91.37	93.22	95.06	96.91
27	88.12	89.97	91.83	93.68	95.54	97.39
28	88.56	90.42	92.28	94.15	96.02	97.88
29	89.01	90.88	92.75	94.62	96.50	98.37
30	89.45	91.33	93.21	95.10	96.98	98.86

20274/20285 Hourly Non-Contractual Compensation Schedule

STEP	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI
1	46.68	48.40	50.13	51.86	53.59	55.32
2	49.21	50.94	52.67	54.40	56.12	57.85
3	51.75	53.48	55.21	56.93	58.66	60.39
4	54.29	56.01	57.74	59.47	61.20	62.93
5	56.82	58.55	60.28	62.01	63.73	65.46
6	59.36	61.09	62.81	64.54	66.27	68.00
7	61.90	63.62	65.35	67.08	68.80	70.53
8	64.43	66.16	67.89	69.62	71.34	73.07
9	66.97	68.70	70.42	72.15	73.88	75.61
10	69.51	71.23	72.96	74.69	76.42	78.14
11	72.04	73.77	75.50	77.23	78.95	80.68
12	74.58	76.31	78.03	79.76	81.49	83.22
13	77.12	78.84	80.57	82.30	84.03	85.75
14	79.65	81.38	83.11	84.83	86.56	88.29
15	82.18	83.90	85.63	87.36	89.09	90.82
16	83.00	84.74	86.49	88.24	89.98	91.73
17	83.83	85.59	87.35	89.12	90.88	92.65
18	84.67	86.45	88.23	90.01	91.79	93.57
19	85.52	87.31	89.11	90.91	92.71	94.51
20	86.37	88.18	90.00	91.82	93.64	95.45
21	86.89	88.71	90.54	92.37	94.20	96.03
22	87.41	89.25	91.08	92.93	94.77	96.60
23	87.94	89.78	91.63	93.48	95.33	97.18
24	88.46	90.32	92.18	94.04	95.91	97.77
25	88.99	90.86	92.73	94.61	96.48	98.35
26	89.44	91.32	93.20	95.08	96.96	98.84
27	89.89	91.77	93.66	95.56	97.45	99.34
28	90.34	92.23	94.13	96.04	97.94	99.83
29	90.79	92.69	94.60	96.52	98.43	100.33
30	91.24	93.16	95.07	97.00	98.92	100.84

APPENDIX 8: FACULTY SERVICE AREAS (FSAs)

Refer to section G.2.0.

APPENDIX 8.1: TABLES OF FACULTY SERVICE AREAS

In the following tables,

- The "Discipline/Minimum Qualifications" column lists the state discipline(s) that establish minimum qualifications for the FSA.
- The "M?" column indicates whether the state discipline is master's or non-master's. "Y" indicates a discipline requiring a master's degree, a blank indicates that a master's degree is not required.
- The "Subject/Course Area" column for classroom FSAs lists the designators or courses that satisfy the competency requirements for the FSA.

Appendix 8.1.1: Classroom FSAs

Department	Faculty Service Area	Discipline/Minimum Qualifications	M?	Subject/Course Area
Administration of Justice	Administration of Justice	Administration of Justice		ADM (all)
Adult High School Diploma Program	Noncredit Computer Information Systems	Short-Term Vocational Education		HSWFP (all)
	Noncredit English	Basic Skills, Reading/Writing		HSENG (all), NCABE 90, 94
	Noncredit Mathematics	Basic Skills, Mathematics		HSMTH (all)
	Noncredit Social Sciences	Basic Skills, Interdisciplinary		HSAGT (all), HSECN (all), HSUSH (all), HSWHG (all)
Art	Art	Art	Y	ART (all)
Automotive Technology	Automotive Technology	Automotive Technology		AUTO (all)
Biological Sciences	Biological Sciences	Biological Sciences	Y	BIO (all)
Biotech	Biotechnology/Bioprocessing	Biotechnology		BTEC (all)
Business & Medical Office Technology	Business & Medical Office Technology	Office Technologies OR Health Information Technology		BOT (all), MAP (all)

Department	Faculty Service Area	Discipline/Minimum Qualifications	M?	Subject/Course Area
Business Administration	Accounting	Accounting	Y*	ACCT (all)
	Business	Business	Y	BUS (all)
	Real Estate	Real Estate		REAL (all)
Career Studies	Career Counseling	Counseling	Y	CRLP (all)
Chemistry	Chemistry	Chemistry	Y	CHEM (all)
Chemistry, Physical Sciences	Physical Science	Chemistry OR Earth Science OR Physics/Astronomy	Y	PHSN (all)
Child Development	Child Development/Early Childhood Education	Child Development/Early Childhood Education	Y	CHLD (all)
	Education	Education	Y	EDUC (all)
Communication Studies	Communication Studies	Communication Studies	Y	COMM (all)
Computer Science	Computer Science	Computer Science	Y	CS (all)
Computer Studies & Information Technology	Computer Studies & Information Technology	Computer Information Systems		CSIT (all)
Counseling	General Counseling (Classroom)	Counseling	Y	COUN (all)
Dance	Dance	Dance	Y	DNCE (all)
Design	Design	Drafting OR Architecture OR Engineering Technology		DESN (all)
ESL (Credit)	ESL	ESL	Y	ACE (all), ESL (all)
Ethnic Studies	Ethnic Studies	Ethnic Studies	Y	ANTH 104; BLST 240; CCS 230, 232; ETHN 207; HIST 107; RELG 105; SOC 110, 207, 230, 240
History	History	History	Y	HIST (all)

Department	Faculty Service Area	Discipline/Minimum Qualifications	M?	Subject/Course Area
Horticulture & Hospitality	Horticulture	Agricultural Production OR Ornamental Horticulture		HORT (all)
	Hospitality	Hotel and Motel Services		HOSP (all)
International Languages	Chinese	Foreign Languages	Y	CHNS (all)
	French	Foreign Languages	Y	FREN (all)
	German	Foreign Languages	Y	GRMN (all)
	Italian	Foreign Languages	Y	ITAL (all)
	Japanese	Foreign Languages	Y	JAPN (all)
	Spanish	Foreign Languages	Y	SPAN (all)
Kinesiology, Health & Nutrition	Health	Health	Y	HEAL (all)
Kinesiology, Health & Nutrition	Kinesiology	Kinesiology	Y	KINE (all)
	Massage Therapy	Health Care Ancillaries		MASG (all)
	Nutritional Science/Dietetics	Nutritional Science/Dietetics		NUTR (all)
Letters (Pre-Transfer and Transfer)	Reading	Reading	Y	READ (all)
Letters (Pre-Transfer)	Developmental English	English	Y	ENGL (numbered 99 or lower)
	Special Education	Special Education (see Title 5, §53414)	Y	LRNS (all)
Letters (Transfer)	College Level English	English	Y	ENGL (numbered 100 or higher), LING (all), LIT (all)
	Humanities	Interdisciplinary Studies in Humanities	Y	HUMN (all)
Library	Library Science (includes classroom and non-classroom services)	Library Science	Y	LIBR (all)

Department	Faculty Service Area	Discipline/Minimum Qualifications	M?	Subject/Course Area
Mathematics	Mathematics	Mathematics	Y	MATH (all)
Media Arts & Technologies	Media Arts & Technologies	Graphic Arts OR Media Production OR Multimedia		MAT (all)
Music	Music	Music	Y	MTEC (all), MUS (all)
Noncredit ESL	Noncredit ESL	ESL: Noncredit Instruction		NCESL (all)
Nursing & Allied Health	LVN Nursing	Licensed Vocational Nursing		NURS 170, 171, 172, 173, 274, 275
	Nursing Assistant	Health Care Ancillaries OR Licensed Vocational Nursing		NURS 160, 163
	Nursing Prerequisites	Health Care Ancillaries OR Licensed Vocational Nursing		NURS 151, 155, 166; PHAR 100
	RN Nursing	Nursing	Y	NURS 180, 181, 182, 183, 280, 281, 282, 283, 284, 284L, 288, 290, 296-1; PHAR 201
	Surgical Technology	Surgical Technology		SURG (all)
Philosophy & Religious Studies	Philosophy	Philosophy	Y	PHIL (all)
	Religious Studies	Religious Studies	Y	RELG (all)
Physical Sciences	Astronomy	Physics/Astronomy	Y	ASTR (all)
	Earth Science	Earth Science OR Geography	Y	EART (all)
	Geology	Earth Science	Y	GEOL (all)
	Oceanography	Earth Science	Y	OCEA (all)
	Physics	Physics/Astronomy	Y	PHYS (all)
Psychology	Gerontology	Gerontology OR Psychology	Y	GERO (all)
	Psychology	Psychology	Y	PSYC (all)

Department	Faculty Service Area	Discipline/Minimum Qualifications	M?	Subject/Course Area
Social Sciences	Anthropology	Anthropology	Y	ANTH (all)
	Economics	Economics	Y	ECON (all)
	Geography	Geography	Y	GEOG (all)
	Political Science	Political Science	Y	PLSC (all)
Sociology	Sociology	Sociology	Y	SOC (all)
Theatre & Film	Film Studies	Film Studies	Y	FILM (all)
	Theatre	Drama/Theater Arts	Y	DRAM (all)

*Refer to the Chancellor's Minimum Qualifications list for a complete description of minimum qualifications.

Appendix 8.1.2: Non-Classroom FSAs

Faculty Service Area	Discipline/Minimum Qualifications	Masters Required?
~~Faculty Coordinator: Child Development Center~~	~~Child Development/Early Childhood Education~~	~~Y~~
DSPS Counseling	Counseling: Disabled Student Programs and Services	Y
EOPS Counseling	Counseling: EOPS	Y
Faculty Coordinator: Child Development Center	Child Development/Early Childhood Education	Y
General Counseling (Non-Classroom)	Counseling	Y
Learning Disabilities Specialist	Learning Disabilities: Disabled Student Programs and Services	Y
Library Science (includes both classroom and non-classroom services)	Library Science	Y
Noncredit Counseling	Counseling	Y
Transfer Counseling	Counseling	Y
~~Library Science (includes both classroom and non-classroom services)~~	~~Library Science~~	~~Y~~

Appendix 8.1.3: Faculty Coordinator and Articulation Officer FSAs

Faculty Service Area	Discipline/Minimum Qualifications	Masters Required?
Articulation Officer	master's degree in any discipline taught at MiraCosta College	Y
Faculty Coordinator, Career Studies & Services	Counseling	Y
Faculty Coordinator, Student Accessibility Services	Counseling: Disabled Student Programs and Services	Y
Faculty Coordinator, Extended Opportunity Programs & Services	see Title 5, §56262*	Y
Faculty Coordinator, Math Learning Center	Mathematics	Y
Faculty Coordinator, Online Education	any master's degree	Y
Faculty Coordinator, Transfer Center	Counseling	Y
Faculty Coordinator, Writing Center	English	Y

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*Title 5 references are given pending incorporation into the state disciplines list.

APPENDIX 8.2: FACULTY SERVICE AREA TIMELINES

Appendix 8.2.1: Modifications to the FSA list

Timeline

1. By November 1, departments shall recommend to the Assembly any modifications, deletions or additions needed for the FSA list in Appendix 8.1. The Assembly president or designee may consult with the relevant departments to resolve any questions concerning the recommendations.
2. By December 15, new FSAs and modification or deletion of existing FSAs shall be negotiated between representatives of the Assembly and representatives of the district.
3. By January 31, negotiated changes to the FSA list shall be submitted to the Board for final approval and inclusion in Appendix 8.1 of the Agreement.

Competency Provisions

1. When new FSAs are established, current tenured and tenure-track faculty who would be deemed qualified and competent for the FSA as new hires shall automatically qualify for the new FSA. By February 15, Human Resources and the Assembly president, in consultation with the relevant department(s), shall determine which faculty members qualify for any newly established FSAs. Faculty members who believe they have been improperly denied one or more FSAs may pursue their claim through the grievance process.
2. When an existing FSA is split into two or more separate FSAs, current tenured and tenure-track faculty members in the original FSA shall automatically qualify for each of the individual FSAs resulting from the split.

Appendix 8.2.2: Timeline for individual faculty members to claim new FSAs

In consultation with the Assembly, Human Resources shall maintain a list of FSAs for which individual faculty members have demonstrated minimum qualifications and competency. Human Resources shall provide current copies of this list to the Assembly as specified in section A.2.1 of the Agreement.

Timeline

1. By February 1, tenured and tenure-track faculty shall submit claims for any additional FSAs for which they believe they are qualified and competent. These claims shall include evidence of competence (15 LHE in the FSA) and official transcripts from accredited institutions showing minimum qualifications for any FSA claimed, unless such transcripts are already on file with Human Resources. If the faculty member is claiming new minimum qualifications through equivalency, the claim of minimum qualifications must go through the regular Equivalency Committee process.

2. By March 1, Human Resources will have reviewed FSA claims for qualifications and competency and notified individual faculty members and the Assembly as to whether their claim has been approved. New FSAs become effective immediately upon approval.

   Faculty members who believe they have been improperly denied one or more FSAs may pursue their claim through the grievance process.

3. By March 15, any reduction in force (RIF) notices shall be distributed.

Competency Provisions

1. Courses that establish competency for FSAs are those specified in the FSA list. Courses not included in the list cannot be used to establish competency.
2. Cross-listed courses cannot be used to gain competency in a new FSA; faculty teaching cross-listed classes are presumed to be teaching in an FSA they already hold.

Appendix 8.2.3: Timeline to establish FSAs for new hires

1. At the time the job announcement for any tenure-track full-time faculty position is developed, Human Resources and the Assembly president, in consultation with the relevant or affected department(s) shall determine the FSA(s) in which the new hire will be deemed competent on hire.
2. If the position requires establishment of a new FSA, the new FSA shall be negotiated between representatives of the Assembly and representatives of the district. The Assembly president or designee may consult with the relevant department regarding any proposed FSA for the newly hired faculty member.
3. Any negotiated changes to the FSA list shall be submitted to the Board for final approval and inclusion in Appendix 8.1 of the Agreement..

Appendix 8.2.4: Exceptions to the timelines

If necessary, exceptions to the timelines in this Appendix (excepting the March 15 deadline for reduction in force notifications) may be approved by mutual agreement between the Assembly president and the superintendent/president.

APPENDIX 9: REASSIGNED TIME / STIPEND CROSS-REFERENCE

Position	Reassigned Time (FTE per semester)	Contract Section
Academic Senate, Governance Chairs and Co-chairs	1.5	B.1.0
Academic Senate, Leadership	3.0	B.1.0
Career Education	3.0	E.3.0
Chair, Tenure Review and Evaluation Committee (TREC)	0.20	H.2.1
Co-Coordinator, Puente (Instruction)	0.267	App. 5.1
Co-Coordinator, Puente (Student Services)	0.50	App. 5.1
Coordinator(s), CLC Computer Lab	0.20	App. 5.1
Coordinator, Contextualized Learning Communities	0.55	App. 5.1
Coordinator, Honors Scholar Program	0.60	App. 5.1
Coordinator(s), International Language Labs	0.334	App. 5.1
Coordinator, San Elijo Math Learning Center	0.20	App. 5.1
Coordinator, STEM Center	0.50	App. 5.1
Department Chairs	Varies	E.2.1
Director, Child Development Center	0.60	App. 5.1
Faculty Assembly, Leadership	2.3	B.2.0

Position	Summer Stipend	Contract Section
Academic Senate, President or designee	132 hours	B.1.1
Coordinator, Honors Scholar Program	132 hours	App. 5.1
Coordinator, Professional Development Committee	99 hours	B.1.1
Department Chairs	Varies	E.2.3
Director, Licensed Vocational Nursing	99 hours	App. 5.1
Faculty Assembly, President or designee	132 hours	B.2.1

APPENDIX ~~10~~9: ONLINE CLASS REQUIREMENTS SELF-CHECKLIST

The MiraCosta Online Class Requirements Self-Checklist

When teaching a Distance Education class at MiraCosta, I ensure that I will:

1. **Be prepared to teach distance education in accordance with any department and college procedures, and negotiated agreements.**
   Current agreements (2021-24, AF and 2022-25, FT Faculty) require faculty assigned to teach via DE to have completed an Online Compliance course and this self-certification checklist.

2. **Abide by any departmental directives in the course outline of record.**
   Directives include the course description, course content outline, performance objectives, assignments, methods of instruction, methods of evaluation, required materials, student learning outcomes, and any specifications of how the course is or is not to be taught as an online/hybrid section as specified in Form A.

3. **Uphold institutional procedures to authenticate students.**

4. **Abide by the MiraCosta syllabus checklist.**

5. **Ensure regular and substantive interaction between instructor and students.**
   Requirements include:

   - Maintaining predictable, scheduled, distributed interaction with students,
   - Establishing expectations on the frequency and timeliness of instructor-initiated interaction,
   - Managing unexpected instructor absences.

   Instructors will use a variety of means to initiate substantive and effective interaction with students, including several from among the following:

   a. Providing information or responding to questions about the content of a course or competency (e.g., weekly announcements, "Questions for the Instructor" forums, and responding to student emails, phone calls, and postings in a timely manner).
   b. Providing non-automated assessment or feedback on student coursework.
   c. Facilitating group discussions regarding course content.
   d. Providing direct instruction, such as instructor-prepared synchronous or recorded lectures, or introductions to educational resources.
   e. Other instructional activities approved by the ACCJC.

6. **Ensure regular and substantive interaction among students if required by the Course Outline of Record.**
   If required in the course's DE addendum, the frequency of student-to-student interaction in a DE section will be at least the same as would be established in its onsite counterpart. Ensuring regular and substantive interaction among students provides the opportunity for the students to receive

the benefit of peer interaction in the learning environment. Instructors will use a variety of means to enable student-to-student interaction, such as the following:

a. Threaded discussion forums and other asynchronous interaction tools.
b. Group projects.
c. Peer review activities.
d. Peer presentations.
e. Synchronous (live) online interactions.
f. Collaborative documents and other tools for knowledge-building and sharing.

7. **Help students in a DE course section to be aware of MiraCosta College support services and resources, especially those available online.**

8. **Create an environment of academic integrity, monitor progress, and track attendance and participation.**

9. **Monitor students' engagement and success, and promptly and proactively initiate substantive interaction with students when needed on the basis of such monitoring and upon request by a student.**

10. **Meet the accessibility requirements in state and federal regulations.**

Name _____ Date _____

APPENDIX 10: GRIEVANCE FORMS

MiraCosta College Grievance Initiation Form: LEVEL 2

Grievant Information

Name: _____ Date: _____

Email: _____

Department: _____

Statement

Date of alleged violation: _____

Location (if applicable): _____

Identify specific term of the Collective Bargaining Agreement (CBA) to have been violated.

Check all that apply:

☐ Regulation ☐ Policy ☐ Procedure ☐ Statutory Requirement

☐ Accepted Past Practice

Have you met with your dean or lowest-level administrator to informally resolve the alleged violation? ☐ No ☐ Yes If yes, provide date:

Statement

Provide a clear, concise statement of the alleged grievance, including as applicable the circumstances involved and the decision (if any) rendered at the informal conference(s):

Name(s) of individual(s) who can or may provide information regarding the alleged violation:

_____ _____

Solution

Specific remedy sought:

Signature _____ Date _____

Attach any related documentation if necessary.

Forward this form to your Dean or lowest-level administrator.
Dean's/Lowest Level Administrator's Name: _____

Forward a copy of this form to the Faculty Assembly ombudsperson and/or authorized FA representative.
Faculty Assembly Representative's Name: _____

MiraCosta College Grievance Form: LEVEL 2 RESPONSE

Grievant Information

Name: _____

District Administrator Response

☐ **Grievance Resolved** ☐ **Grievance Denied** ☐ **Other**

Provide a clear, concise statement as to the reason(s) for the decision:

Administrator Name	Signature	Date

Forward this form to the grievant and Faculty Assembly ombudsperson and/or authorized FA representative.

MiraCosta College Grievance Form: LEVEL 3 APPEAL

Grievant Information

Name: _____

Email: _____

Department: _____

Statement

Attach a copy of the following forms:

☐ MiraCosta College Grievance Initiation Form: Level 2

☐ MiraCosta College Grievance Form: Level 2 Response (if provided by administrator)

Statement of Appeal

Provide a clear, concise statement of the reason(s) for appeal. Do not include new allegation(s).

_____ _____

Signature Date

Forward this form to the Office of the President/Superintendent.

Forward a copy of this form to the Faculty Assembly ombudsperson and/or authorized FA representative.

Faculty Assembly Representative's Name: _____

MiraCosta College Grievance Form: LEVEL 3 RESPONSE

Grievant Information

Name: _____

Superintendent/President Response

☐ **Grievance Resolved** ☐ **Grievance Denied** ☐ **Other**

Provide a clear, concise statement as to the reason(s) for the decision:

_____ _____

Signature Date

Forward this form to the grievant and Faculty Assembly ombudsperson and/or authorized FA representative.

MiraCosta College Grievance Form: LEVEL 4 REQUEST FOR MEDIATION/ADVISORY ARBITRATION

Grievant Information

Name: _____

Email: _____

Department: _____

Statement

The Faculty Assembly hereby requests
☐ Mediation
☐ Advisory Arbitration

Faculty Assembly President	Signature	Date

Forward this form to the Office of the Superintendent/President.

APPENDIX 11: PUBLIC EMPLOYEE RELATIONS BOARD CERTIFICATION

STATE OF CALIFORNIA EDMUND G. BROWN JR., Governor

PUBLIC EMPLOYMENT RELATIONS BOARD

Los Angeles Regional Office
700 N. Central Ave., Suite 200
Glendale, CA 91203-3219
Telephone: (818) 551-2806
Fax: (818) 551-2820

January 16, 2015

VIA US MAIL and ELECTRONIC MAIL

Charlie Ng, Vice President of Business Services
MiraCosta Community College District
One Barnard Drive
Oceanside, CA 92056

Bradley Byrom, President
MiraCosta Faculty Assembly
One Barnard Drive
Oceanside, CA 92056

Re: Case No. LA-RR-1240-E
MiraCosta Community College District

Dear Interested Parties:

Review of the proof of support submitted by MiraCosta Faculty Assembly with its Request for Recognition in the above-referenced case has resulted in the administrative determination that the support is sufficient to meet the requirements of PERB Regulation 33050(b).[1]

Within 15 calendar days following service of this letter, the employer must file with this office a decision pursuant to PERB Regulation 33190. Since MiraCosta Faculty Assembly has evidenced majority support and no valid intervention has been filed, recognition must be granted unless the employer doubts the appropriateness of the unit. (Gov. Code, § 3544.1; PERB Regulation 33480.)

A petitioner may file a petition for Board investigation pursuant to PERB Regulation 33230 if an employer decision is not filed or if the employer does not request a Board investigation. Such a petition may only be filed within the 90 day period following the date an employer decision is filed or required to be filed, whichever occurs first. If no petition for Board investigation is timely filed pursuant to PERB Regulations 33190 and/or 33230, the Request for Recognition shall be deemed invalid.

[1] PERB Regulations are codified at California Code of Regulations, title 8, section 31001 et seq. The text of PERB's Regulations may be found at www.perb.ca.gov.

LA-RR-1240-E
January 16, 2015
Page 2

Please contact me at the address or telephone number shown above if you have any questions concerning this matter.

Sincerely,

Yaron Partovi
Regional Attorney

YP

cc: Richard J. Robertson