

**AGREEMENT BETWEEN  
EL CAMINO COMMUNITY COLLEGE DISTRICT**

**and**

**EL CAMINO COLLEGE  
FEDERATION OF TEACHERS,  
LOCAL 1388, AFT, AFL~CIO**

**July 1, 2022**

**through**

**June 30, 2025**

## TABLE OF CONTENTS

ARTICLE 1 - RECOGNITION	1
ARTICLE 2 - RIGHTS OF THE DISTRICT	2
ARTICLE 3 - RIGHTS OF THE FEDERATION	4
Section 1. Payroll Deductions	4
Section 2. Meeting Rooms	5
Section 3. Federation Representatives	5
Section 4. Communication Facilities	5
Section 5. Copies Of The Agreement	5
Section 6. Board of Trustees Minutes and Agenda	6
Section 7. Personnel Roster	6
Section 8. Board Policies and Procedures	6
Section 9. Documents	6
Section 10. Reassigned/Release Time for the Federation	6
Section 11. Reduced Load	7
Section 12. Acknowledgment	7
Section 13. Campus Facilities	7
Section 14. Conference Attendance	8
Section 15. Parking	8
Section 16. New Faculty On-Boarding, Orientation	8
ARTICLE 4 - INTRACOLLEGIATE RELATIONS	10
Section 1. Academic Senate	10
Section 2. Curriculum	11
Section 3. Textbook Adoption	11
Section 4. District-Federation Consultations	11
Section 5. Faculty Selection	11
Section 6. Administrator Selection and Evaluation	11
Section 7. Part-Time Faculty Selection	12
Section 8. Faculty Handbook	12
ARTICLE 5 - ACADEMIC FREEDOM AND RESPONSIBILITY	13
Section 1. Purpose	13
Section 2. Protection of Faculty Members	13
Section 3. Limitations	13
ARTICLE 6 - CLASSIFICATION OF FACULTY MEMBERS	15
Section 1. Contract (Probationary)	15
Section 2. Regular (Permanent)	15
Section 3. Suspension, Dismissal, and Layoff	16
Section 4. Part-Time Temporary	21
Section 5. Full-Time Temporary	21
Section 6. Notice Of Employment	22
Section 7. Notification	22

Section 8. Voluntary Transfer	22
Section 9. Involuntary Transfer	23
Section 10. Teaching Part-Time In Another Discipline	23
ARTICLE 7 - CALENDAR	24
Section 1. Calendar	24
Section 2. Committee Recommendations	24
ARTICLE 8 - HOURS AND WORKING CONDITIONS	25
Section 1. Days of Service In An Academic Year	25
Section 2. Weekly Hours Of Service - Instructors	25
Section 3. Instructor Office Hours	25
Section 4. Instructional Objectives	27
Section 5. Instructor Teaching Load	27
Section 6. College Load Review Committee	30
Section 7. Division Load Committee	32
Section 8. Teaching Schedules	33
Section 9. Classroom And Worksite Management	34
Section 10. Athletic Coaches Reassignment	35
Section 11. Voluntary Assignments	35
Section 12. Offices	36
Section 13. Student Assistants	36
Section 14. Part-Time Faculty Members	36
Section 15. Counselors	40
Section 16. Librarians	44
Section 17. Faculty Coordinators	44
Section 18. Registered Nurses, Nurse Practitioners, Physician Assistants and Clinical Psychologists	45
Section 19. Released/Reassigned Time	45
Section 20. Graduation	46
Section 21. Flex Time Credit	46
Section 22. New Faculty Learning Academy	49
Section 23. Safety	49
Section 24. Dual Enrollment	49
ARTICLE 9 - WINTER AND SUMMER SESSION ASSIGNMENTS	51
Section 1. Procedure	51
Section 2. Priorities	51
Section 3. Adjustments	52
Section 4. Winter Session Priority Schedule	53
Section 5. Summer Session Priority Schedule	54
Section 6. Study Abroad	55
Section 7. Librarians	56
Section 8. Cooperative Career Education	56
ARTICLE 10 - COMPENSATION	57
Section 1. Definitions	57
Section 2. Compensation For Full-Time Faculty Members	57

Section 3. Initial Salary Schedule Placement	58
Section 4. Step Increments	59
Section 5. Salary Schedule Class Advancement	60
Section 6. Acceptable Units And Degrees	60
Section 7. Overload And Substitute Pay	61
Section 8. Summer and Other Sessions Compensation	62
Section 9. Part-Time Faculty Members	63
Section 10. Reassigned Time	66
Section 11. Athletic Coaches	67
Section 12. Faculty Advisor Pay	67
Section 13. Extra Service Pay	68
Section 14. Pay For Grants and/or Special Programs	68
Section 15. Pay Proration	69
Section 16. Cooperative Work Experience Education Pay	69
Section 17. Large Class Size	70
Section 18. Anniversary Increments	70
Section 19. Independent Study Compensation	71
Section 20. Credit By Exam	71
Section 21. Voluntary Work Reduction	71
Section 22. Participation in Student Learning Outcomes/Service Area Outcomes	72
ARTICLE 11 - PAID LEAVES	75
Section 1. General Conditions	75
Section 2. Bereavement Leave	75
Section 3. Sickness	76
Section 4. Pregnancy, Family and Infant Care	79
Section 5. Industrial Accident And Illness	80
Section 6. Judicial And Official Appearances	81
Section 7. Quarantine	81
Section 8. Personal Necessity Leave	81
Section 9. Jury Duty	82
Section 10. Exchange Of Faculty Members	83
Section 11. Temporary Instructor Reassignment	83
Section 12. Family Care And Medical Leave	84
Section 13. Catastrophic Illness/Injury Leave Plan	84
Section 14. Expanded Use of Sick Leave	85
ARTICLE 12 - UNPAID LEAVES	86
Section 1. General Conditions	86
Section 2. Extended Disability	87
Section 3. Religious Holidays	87
Section 4. Personal Leave	88
Section 5. One-Way Foreign Assignment	88
Section 6. Professional Research, Study and/or Travel	89
Section 7. Service To Education	89
Section 8. Continuation Of Benefits While On Unpaid Leave Of Absence	89

Section 9. Pay Reduction	90
Section 10. Pregnancy Family & Infant Care	90
ARTICLE 13 - SABBATICAL LEAVES	91
Section 1. Purpose	91
Section 2. Eligibility	91
Section 3. Limitation On Leaves Granted	91
Section 4. Duration And Compensation	91
Section 5. Criteria and Priority	93
Section 6. Service	94
Section 7. Return To Service	94
Section 8. Payment Of Compensation	94
Section 9. Accident Or Illness	95
Section 10. Applications	95
Section 11. Report On Sabbatical	96
Section 12. Sabbatical Leave Committee	96
Section 13. Maintenance Of Instructional Program	97
Section 14. Withdrawal From Leave	97
ARTICLE 14 - VACATIONS	98
Section 1. Allowance	98
Section 2. Accrual	98
Section 3. Accumulation	98
Section 4. Scheduling	99
Section 5. Termination	99
ARTICLE 15 - HOLIDAYS	100
ARTICLE 16 - PROFESSIONAL MEETINGS AND CONFERENCES	101
Section 1. General	101
Section 2. Budget Allocation	101
Section 3. Administration of the Fund	101
Section 4. Faculty Member Requests	102
Section 5. College Conference Committee	102
Section 6. District Appointments	103
Section 7. Reimbursements	103
Section 8. Reports	103
ARTICLE 17 - INSURANCE BENEFITS	104
Section 1. Medical Plans	104
Section 2. Dental Plans	105
Section 3. Vision Plan	105
Section 4. Life Insurance - AD&D	105
Section 5. Short-Term Disability Income Insurance	105
Section 6. Compensation in Lieu of Dependent Insurance Benefits	106
Section 7. Retiree Medical Insurance	106
Section 8. Refund of Premiums	107
Section 9. Voluntary Tax-Sheltered Annuities	107
Section 10. Voluntary Employee Organization Insurance Plans	107

Section 11. Disability Coverage	107
Section 12. Insurance Benefits Committee	108
Section 13. Domestic Partners Benefits	108
ARTICLE 18 - PRE-RETIREMENT PROGRAM	109
Section 1. Purpose And Implementation	109
Section 2. Eligibility	109
Section 3. Work Load And Compensation	110
Section 4. Maintenance Of Benefits	110
Section 5. Sick Leave	111
Section 6. Sabbatical Leave	111
Section 7. Winter/Summer Session	111
Section 8. Adoption And Revocation	111
ARTICLE 19 - RETIREMENT, DISABILITY, AND RESIGNATION	112
Section 1. Retirement	112
Section 2. Disability	112
Section 3. Retirement Contribution	112
Section 4. Resignation	112
Section 5. Part-Time Faculty Members' Plan	113
ARTICLE 20 - PROCEDURES FOR FACULTY EVALUATION	114
Section 1. Evaluation Probationary Faculty	114
Section 2. Evaluation Of Regular (Permanent) Tenured Faculty	125
Section 3. Part-Time Faculty Member Evaluation Process	132
Section 4. Non-Instructional Faculty Members	134
Section 5. Evaluation Procedures Committee Recommendations	135
Section 6. Distance Education (DE) Instruction	135
Section 7. General	136
Section 8. Summary Schedule of Evaluations (Table)	138
ARTICLE 21 - GENERAL PROVISIONS	139
Section 1. Personnel Files	139
Section 2. Right to Representation	140
Section 3. Medical Examinations	140
Section 4. Home Address/Telephone Number	141
Section 5. Non-Discrimination	141
Section 6. Budget Requests	141
Section 7. Committee Meetings	141
Section 8. Minimum Qualifications	142
Section 9. Tuberculosis Examination	142
Section 10. Parking	142
Section 11. Confidentiality	143
Section 12. Keys	143
Section 13. Computer Use	143
ARTICLE 22 - GRIEVANCE PROCEDURES	144
Section 1. Purpose And Definitions	144
Section 2. Exclusions	145

Section 3. Informal Grievance Meeting	145
Section 4. Level 1 Grievance	145
Section 6. Mediation	147
Section 7. Timely Statement	148
Section 8. Federation and District Representation	148
Section 9. Scheduling	149
Section 10. Federation Grievance	149
Section 11. Multi Party Grievance	149
Section 12. Initial Salary Placement	150
Section 13. Arbitration	150
Section 14. Confidentiality	151
Section 15. Prohibited Behavior	151
ARTICLE 23 - WORK STOPPAGE	153
ARTICLE 24 - INSTRUCTIONAL TECHNOLOGY	154
Section 1. Definitions	154
Section 2. Instructional Technology Decisions	155
Section 3. Access to Technology, Training and Support	155
Section 4. Privacy, Staffing Levels, and General Health and Safety Issues	155
Section 5. Distance Education	156
Section 6. Intellectual Property	156
Section 7. Joint Subcommittee on Technology - Working Conditions (JSTWC)	156
ARTICLE 25 - AGREEMENT CONDITIONS AND DURATION	158
Section 1. Sole Agreement	158
Section 2. District And Federation Obligations	158
Section 3. Negotiating Obligation	158
Section 4. Savings Clause	158
Section 5. Effective Date and Duration of Agreement and Reopener Provisions	159
APPENDIX A	161
Position Description - Instructor	161
Position Description - Counselor	163
Position Description - Librarian	165
Position Description - Registered Nurse/Nurse Practitioner/Physician Assistant	167
Position Description - Faculty Coordinator	169
Position Description - Athletic Coaches	170
Position Description - Clinical Psychologist	172
Position Description - Disabilities Specialist	174
APPENDIX B – FACULTY LOAD	176
APPENDIX C-1– SALARY SCHEDULE FOR FACULTY MEMBERS EMPLOYED ON ACADEMIC YEAR BASIS (175 DAYS)	184
APPENDIX C-2 - SALARY SCHEDULE FOR FACULTY MEMBERS EMPLOYED ON FISCAL YEAR BASIS	186
APPENDIX C-3 – SALARY SCHEDULE FOR FACULTY MEMBERS EMPLOYED ON ACADEMIC YEAR BASIS (200 DAYS)	188
APPENDIX D-1 – PART-TIME FACULTY SALARY SCHEDULE	189

APPENDIX D-2 – COACHING STIPENDS	193
APPENDIX D-3 – SPECIAL RATES OF PAY FOR FACULTY	195
APPENDIX D-4 – SALARY SCHEDULE FOR COACHING STIPEND	197
APPENDIX D-5 - OVERLOAD PAY RATE FOR LECTURE HOUR EQUIVALENT (LHE) FOR ALL FULL-TIME FACULTY (CREDIT AND NON-CREDIT)	199
APPENDIX E – COMPUTER AND NETWORK USE POLICY	200
APPENDIX F – VOCATIONAL INSTRUCTORS EQUIVALENCY TABLE	203
APPENDIX G – LIST OF FACULTY SERVICE AREAS BY DIVISION	204
APPENDIX H – CATASTROPHIC ILLNESS/INJURY LEAVE DONATION PLAN	211
APPENDIX H – DONATION TO CATASTROPHIC LEAVE BANK	215
APPENDIX I	216
APPENDIX J – EVALUATION TEMPLATES	217
APPENDIX J.1.a.i. – FULL-TIME COUNSELING FACULTY EVALUATION	218
APPENDIX J.1.b.i. – PART-TIME COUNSELING FACULTY EVALUATION	220
APPENDIX J.2.a – COMBINED PEER/DEAN EVALUATION REPORT FOR PROBATIONARY COUNSELOR	222
APPENDIX J.3.a – EVALUATION CONFERENCE REPORT FOR COUNSELING FACULTY	224
APPENDIX J.4.a – SELF EVALUATION REPORT ~ COUNSELOR	225
APPENDIX J.5.c – STUDENT SURVEY OF COUNSELOR EFFECTIVENESS	226
APPENDIX K – FACULTY COMPUTER USE AGREEMENT	229
APPENDIX L – INSURANCE BENEFITS COMMITTEE GUIDELINES	230
APPENDIX M-1 – TENURE-TRACK FACULTY HIRING PROCEDURES	231
APPENDIX M-2 – ADJUNCT FACULTY HIRING PROCEDURES	239
APPENDIX M-3 – FULL-TIME TEMPORARY FACULTY HIRING PROCEDURES	245
APPENDIX N	252
APPENDIX O – EXTENSIVE LABORATORY EVALUATION PROCEDURES	253



## **ARTICLE 1 - RECOGNITION**

Pursuant to the certification of the Public Employment Relations Board dated November 4, 1976, (Docket Number LA-R-35), as amended through collective bargaining, the District recognizes the Federation as the exclusive representative of all Board-approved Faculty, including certificated Instructors, Coaches, Counselors, Librarians, Registered Nurses, Nurse Practitioners, Physician Assistants, Faculty Coordinators, Disabilities Specialists, Clinical Psychologists, and any persons acting as the Instructor-of Record, hereinafter referred to as "Faculty Members." Position descriptions are set forth in Appendix A. Excluded are all other employees of the District including management employees, temporary substitute employees, physicians, and all employees holding positions not requiring certification qualifications.

## ARTICLE 2 - RIGHTS OF THE DISTRICT

Except as limited specifically by the express terms of this Agreement, the District retains all of the rights and authority conferred upon it by the laws of the State of California to direct, manage, and control the affairs of the District. Such rights of the District include, but are not limited to:

(a) The right to determine its organizational structure and to delegate its rights and responsibilities to the Superintendent-President and to such other officials, persons, divisions, departments, and committees as it shall determine from time to time;

(b) The right to determine its financial structure including (i) all decisions and conditions relating to all sources of District income, (ii) all investment policies and practices, and (iii) all budgetary matters and procedures, to wit, the budget calendar, the budget formation process (subject to Article 21, Section 6, respecting budget requests), accounting methods, payroll practices, fiscal and budget control policies and procedures, and all budgetary allocations, reserves, and expenditures;

(c) The right to acquire, administer, and dispose of all District property whether real or personal and whether owned, leased, or otherwise controlled, including all land, buildings, facilities, grounds, fixtures, machinery, and other improvements;

(d) The right to determine all services to be rendered to the students and to the public, including the nature, methods, quantity, quality, frequency, and standards of service, and the personnel, facilities, vendors, supplies, materials, vehicles, equipment, and tools to be used in connection with such service, the contracting of services to be rendered and functions to be performed, including educational support, educational aids and devices, structural maintenance, and repair services;

(e) The right to determine the utilization of personnel, including:

- (1) the determination of the number of Faculty Member positions,
- (2) the selection and utilization of personnel not covered by this Agreement,
- (3) the determination of the use of certificated management personnel to perform teaching and other work that is also performed by Faculty Members covered by this Agreement,

(4) the selection of Faculty Members subject to the provisions of Article 4, Section 5,

(5) the determination of the assignment or reassignment of certificated management employees of the District to positions covered by this Agreement shall be subject to the provisions of the Education Code, and, in cases where such reassignment results in the layoff of a Full-Time Faculty Member, shall be subject to the competency criteria as specified in Article 6, Section 3;

(f) The right to make final determinations on all matters relating to the instructional program of the College, subject to the referral of certain specific matters to joint District-Federation Committees or to the Academic Senate or the General Curriculum Committee or the procedures for textbook selection as otherwise provided by this Agreement, and the right to determine all matters related to student personnel services;

(g) The right to make final determinations regarding the assignment of Faculty Members to work schedules, functions, and activities, and the right to determine the assignment of Faculty Members to courses to be taught, classrooms, laboratories, and other facilities and equipment, and offices, subject to Articles 8, 9, and 10 and Appendix A of this Agreement;

(h) The right to adopt reasonable rules and regulations, including rules and regulations related to safety and security matters;

(i) The right to determine the requirements for, management and control of District facilities, such as the food service centers and the bookstore.

(j) The exercise of any right reserved to the District herein in a particular manner or the non-exercise of any such right shall not waive such right or preclude the District from exercising the right in a different manner.

## **ARTICLE 3 - RIGHTS OF THE FEDERATION**

### Section 1. Payroll Deductions

The District will deduct from the pay of Faculty Members covered by this Agreement the following deductions:

(a) AFT/CFT Life Insurance, AFT/CFT Federation Credit Union, upon receiving the Faculty Member's voluntary and written authorization, revocable by the Faculty Member;

(b) Federation dues, upon receiving notification from the Federation that a membership form is on file, and

(c) Special assessments upon notification from the Federation that such assessment has been approved by the membership in accordance with the Federation's Constitution & Bylaws.

The District will pay over to the Federation the amount(s) so withheld, which amount(s) shall be reported to and paid to the Federation on a monthly basis. The Federation shall provide advance notice to members authorizing deduction(s) of any increase in the dues. The Federation will give the District thirty (30) days advance notice to the Director of Accounting in Fiscal Services of any change in the amount of the monthly deduction(s) and a list of those members impacted by the change. No authorization, deduction, or revocation will be effective until it has been on file with the District for at least thirty (30) days. The Federation agrees to reimburse the Member for any deduction(s) withheld and paid to the Federation by mistake. If the District fails to comply with the deduction(s) of a Faculty Member who has executed a valid authorization for such deduction, the District will make the correction at the next payroll period if notified by the Federation within ample time to make the correction. No such payroll adjustment shall exceed five (5) months' dues.

Any unit member who is paying dues through payroll deduction may stop making payments by giving written notice to the Federation pursuant to the Authorization for Dues Withholding from Earnings section of the Federation membership form. The District will honor the employee's dues authorization unless revoked in writing by the employee and submitted to the Federation. The District shall direct any inquiry about dues deduction authorization to the Federation President and shall not stop the dues deduction until notified by the Federation.

## Section 2. Meeting Rooms

The Federation shall have the right to use without charge District facilities and equipment installed therein for the purpose of meetings concerned with the representation rights in the District, at reasonable times that do not interfere with normal District operations, nor cause after-hour increased maintenance costs to the District. Arrangement for such use shall be made in accordance with established procedures. Use of the facilities that involves after-hours increased maintenance costs shall be paid for by the Federation.

## Section 3. Federation Representatives

Duly authorized representatives of the Federation who are not Faculty Members shall be permitted to transact official Federation business on the District premises so long as the transaction of such business does not interfere with the performance of Faculty Members' duties to the District.

## Section 4. Communication Facilities

The Federation shall have the right to use designated faculty email listservs and bulletin boards for posting notices of its activities and disseminating information to faculty, and shall have the right to list meetings in the weekly Calendar and the right to use faculty mailboxes for communications with Faculty Members. The exercise of these rights is subject to applicable District regulations. Any notice posted/sent pursuant to this Section shall clearly indicate it is a Federation notice by logo, title or sender email signature and shall be posted/sent by an appropriate officer of the Federation who is authorized by the Federation to make such posting. The Federation shall keep on file with the Vice Presidents - Student Services, Academic Affairs and Human Resources, a list of those officers so authorized. Any Federation material distributed through the intra-campus mail or e-mail system shall clearly indicate the Federation as the distributor of the material.

## Section 5. Copies Of The Agreement

The District will continue to post a current copy of this Agreement on the District's website.

Section 6. Board of Trustees Minutes and Agenda

The District will continue to post electronic copies of the minutes of Board meetings and electronic copies of the agenda of Board meetings and supporting documents submitted to the Board with such agenda, except for supporting documents of a confidential and/or privileged nature.

Section 7. Personnel Roster

The District will furnish the Federation with an up-to-date listing of the names, home mailing addresses, work, home and personal telephone numbers, work and personal email addresses on file with the District, and job titles, and the home departments/Divisions of all Faculty Members fully processed as of the third week of each semester (fall & spring) and second week of summer and winter sessions. The District will furnish to the Federation telephone numbers except for those Faculty Members who request exclusion.

Section 8. Board Policies and Procedures

The District will continue to post electronic copies of Board policies and procedures and shall supplement it with additions, deletions, or amendments as soon after their adoption as possible.

Section 9. Documents

Upon written request of the Federation, the District shall provide the Federation with copies of any documents that are a matter of public record, provided that these materials are not confidential. The Federation will bear the expense of duplicating any such materials.

Section 10. Reassigned/Release Time for the Federation

(a) Effective Fall 2023, the District will provide 2.5 FTEF each semester of reassigned/release time for the activities of Federation officers including adjustment of grievances and ongoing negotiation issues.

(b) “Reassigned/release time” shall be defined as the assignment of an alternative task or responsibility in lieu of a portion of a Faculty Member’s classroom or non-classroom

assignment during the regular semesters. The distribution of the reassigned/release time shall be at the discretion of the Federation Executive Committee. Notification of the distribution of the Faculty Member's amount of reassigned/release time to the Vice President of Academic Affairs will be provided at least six (6) weeks in advance of the beginning of any semester. Additionally, reassigned time may be disbursed as special assignment by the Federation Executive Committee hourly at the Appendix D-3 Rate I. The Federation will provide Human Resources with the names, division, employment status (full-time or part-time), and hours for these individuals no later than one week prior to the end of the academic semester.

#### Section 11. Reduced Load

Upon the written request of the Federation, at least six (6) weeks in advance of the beginning of any semester, the District shall grant a reduction in load to Faculty Members designated by the Federation. Such reduction in load for all such Faculty Members collectively shall not exceed one hundred percent (100%) per semester in addition to the reassigned time provided by Section 11. Such load reduction granted pursuant to Section 11 and this Section shall not affect the Faculty Member's eligibility for sabbatical leave, summer school priority, or eligibility for other leaves as herein provided. The Faculty Member's benefits as provided in Article 17, Insurance Benefits, will be maintained. The Federation shall, for any such reduction in load pursuant to this Section, reimburse the District at the direct salary cost, including statutory benefits, at the applicable rate, for the replacement of the Faculty Member.

#### Section 12. Acknowledgment

On the college website, telephone directory and any official Faculty Handbook that is distributed to the faculty, the District shall acknowledge that the Federation is the exclusive representative of Faculty Members and shall list the Federation's current officers, its office location, email address and telephone number.

#### Section 13. Campus Facilities

The District shall provide the Federation with leased office space on campus to include internet access, a photocopier compatible electrical outlet, and on-campus and local phone service.

The lease rate will not exceed the prevailing rate in the immediate area and will be negotiated yearly. For the year of 2023, rent shall be \$200/month and submitted to the Business Manager in Fiscal Services. Notice of any annual rent increase will be provided to the Federation at least 30 days prior to the effective date. The District shall list the location and phone number of the Federation in the campus telephone directory. The Federation shall be allowed reasonable use of District reproduction services during regular business hours at the Federation's expense. Mail delivery will be provided as long as such delivery does not interfere with normal District services. The Federation shall be responsible for all postage and long-distance phone services.

#### Section 14. Conference Attendance

The Federation will be entitled to six (6) non-cumulative person days per year release time for designated Federation representatives to attend Federation conferences, conventions, or trainings. Release time shall normally be taken in full-day increments. Notification of attendance shall be submitted to the respective Dean or Director with as much advanced notice as reasonably possible. All conference, convention, and training expenses will be the responsibility of the Federation, unless funding is requested and approved through regular District processes for conference attendance.

#### Section 15. Parking

The District will allow the Federation to purchase, at the current rate charged to managers, two (2) reserved parking spaces with applicable permits which will allow the Federation to park in reserved parking.

#### Section 16. New Faculty On-Boarding, Orientation

(a) On-Boarding

(1) The District will provide the Federation with the following information electronically for all new hire faculty bargaining unit members during the on-boarding process: First and Last Name, Job Title, Home Department/Division, Work Phone number, Home Phone Number, Personal Phone Number on file with the District, Work Email address, Personal Email address on file with the District, and Home address.



(2) All new faculty will meet face-to-face or virtually with a Federation Representative as part of the on-boarding process.

(3) The District and the Federation shall not disclose information about employees' home address, personal phone number, or personal email address to third parties.

(4) The District shall not discourage employees or applicants from becoming or remaining members of the Federation, or from authorizing a union to represent them or from authorizing membership or dues deductions.

(b) Orientation

(1) For all New Full-Time Faculty Orientations, the Federation shall be included on the program with up to two representatives.

(2) For all New Part-Time Faculty Orientations, the Federation shall be included on the program with up to two representatives.

(3) The District shall not disclose the date, time and place of new employee orientations to outside third parties.

## ARTICLE 4 - INTRACOLLEGIATE RELATIONS

### Section 1. Academic Senate

(a) The El Camino College Academic Senate, which is chartered to provide the faculty with a formal and effective procedure for participating in the formation of District policies on academic and professional matters, will continue that role as is outlined in Board Policy, adopted August 7, 1972. The Policy may be amended by the Board of Trustees when such amendment is recommended jointly by the District and the Academic Senate. The Academic Senate shall have no jurisdiction over matters specifically delegated to the Federation or to any joint District-Federation committee by terms of this Agreement.

(b) Effective Fall 2020, the District will provide 3 FTEF of reassigned/release time each semester for the work of the Academic Senate. The distribution of the reassigned/release time shall be at the discretion of the Academic Senate Board in consultation with the faculty member. Full-time faculty who request and are approved by the Academic Senate Executive Committee to work a reduced load shall schedule, in consultation with their Dean or Director, a reduced amount of time from their 40-hour contractual workweek for Academic Senate activities while maintaining their regular contractual salary. Faculty who request and are approved by the Academic Senate Executive Board to work their full contractual load and do Academic Senate activities in addition to their contractual workweek shall receive additional pay (“special assignment”) disbursed hourly in accordance with Appendix D-3, Rate I. The Academic Senate President will provide the Office of the Vice President of Academic Affairs within one week of the end of the academic semester a list of names with total number of Senate hours worked per person for those individuals who should receive special assignment pay. Notification of the designated Academic Senate officers and the schedule of their release/reassigned time will be provided by the Academic Senate President to the Vice President of Academic Affairs at least six (6) weeks in advance of the beginning of any semester.

(c) During summer and winter intersessions, work performed by members of the Academic Senate Executive Board may request, in consultation with the Vice President of Academic Affairs, to perform Senate-related work which shall be compensated hourly at the Appendix D-3, Rate I.

## Section 2. Curriculum

Curriculum will be governed by Board Policy, Curriculum Review and Approval, which provides for the responsibility and the authority of the Academic Senate to consider and make recommendations on curriculum matters. Procedures to implement this policy may be found in the Curriculum Handbook.

## Section 3. Textbook Adoption

The procedures for textbook adoption and cancellation shall continue as set forth in Board Policy, and as amended from time to time. The District shall consult with the Federation as to any changes in this policy.

## Section 4. District-Federation Consultations

The President of the College and the President of the Federation, or their designees, will meet at least once each semester or upon the request of either person to discuss the definition of educational objectives of the College and matters that would facilitate the implementation of the Agreement. By mutual agreement, they may include other persons as participants in any such meetings.

## Section 5. Faculty Selection

(a) The selection process for Faculty Members shall be in accordance with the hiring policies/procedures adopted by the Board of Trustees for Full-Time, Part-Time, and Full-time Temporary Faculty Members, attached hereto as Appendices M-1 through M-3.

(b) In the event the Academic Senate or the Board of Trustees seeks to change Appendices M-1 through M-3 in a manner that either the District or Federation believes impacts their bargaining rights and working conditions covered by this Agreement, either the District or the Federation may, upon written notice to the other, reopen this Section 5.

## Section 6. Administrator Selection and Evaluation

(a) The District shall continue its existing policy respecting involvement of Faculty Members in the process of selection of Academic Administrators, the President, and all Vice Presidents. Any revision of such policy shall be subject to consultation with the Academic Senate

and the Federation. Faculty participation in Academic Administrator, the President and all Vice President hiring committees currently includes one faculty representative appointed by the Academic Senate and one faculty member representative appointed by the Federation with respect to first level interviews. The Federation representative shall participate in all aspects of the Academic Administrator, President and Vice President hiring process including participation in final interviews.

(b) The District shall, in the evaluation of certificated management personnel, solicit information and opinions from those Faculty Members, if any, who are supervised by such administrators.

#### Section 7. Part-Time Faculty Selection

During the academic year in which the need for a Part-Time Faculty Member occurs, Part-Time Faculty Members may be appointed for the same academic year by the Dean from among the pool of applicants deemed acceptable after the initial interview process without engaging in any other hiring process.

#### Section 8. Faculty Handbook

A committee jointly comprised of Federation, Academic Senate and District representatives has been established to determine the content of the faculty handbook. This handbook will be maintained on-line and updated from time to time by the office of Professional Development and Learning.

## **ARTICLE 5 - ACADEMIC FREEDOM AND RESPONSIBILITY**

### **Section 1. Purpose**

Recognizing that the free search for truth and the expression of diverse opinions are essential to a democratic society, both the District and the Federation will strive to promote and to protect academic freedom.

### **Section 2. Protection of Faculty Members**

A Faculty Member shall not be subject to any adverse action affecting the Faculty Member's employment status with the District:

(a) For exercising the freedom to examine or endorse unpopular or controversial ideas either in classroom teaching or in discussions with students as is appropriate to the course content, or in academic research or publication. Nonetheless, the Faculty Member shall attempt to be accurate, objective, and respectful of the opinions of others.

(b) For selecting or recommending the selection of instructional materials for courses which may contain unpopular or controversial ideas.

(c) For speaking or writing as a citizen, provided (1) that the Faculty Member recognizes the special obligations of a member of the education profession, and (2) that the Faculty Member clearly indicates that he or she is not speaking for the College or the District.

(d) Concerning librarians, for making available the library's books and materials presenting all points of view including library materials of interest, information, and enlightenment without regard to the race or nationality or the social, political, or religious views of the authors.

### **Section 3. Limitations**

The following political activities shall, however, be prohibited, although nothing herein shall be construed to limit the discussion and study of politics and political issues when such discussion and study are appropriate to a specific course of instruction:

(a) Political participation as a citizen at times when a Faculty Member is required to render service to the District.

(b) Posting of political circulars or petitions on District premises, except on College bulletin boards set aside for that purpose; the use of District mail and/or email service for the

distribution of political materials; interference for political purposes with District employees who are rendering service to the District; or the solicitation of students for political purposes, except that Faculty Members may encourage students to participate in political activities of the students' choice.

## **ARTICLE 6 - CLASSIFICATION OF FACULTY MEMBERS**

The District shall classify each Faculty Member covered by the terms of this Agreement as Contract, Regular, Part-Time Temporary, or Full-Time Temporary. Such classification shall be determined by the District according to the provisions of this Article.

### Section 1. Contract (Probationary)

(a) Except as otherwise provided in Section 4 of this Article, a Faculty Member who is employed by the District as an Instructor for more than sixty-seven percent (67%) of the full-time teaching load per semester, as defined in Appendix B, during the first four (4) years of such service with the District shall be classified as contract (probationary). A Part-Time Faculty Member exceeding sixty-seven percent (67%) of a full-time teaching load as a result of serving in a substitute capacity shall be placed on the full-time salary schedule if the substitute service is more than eight (8) consecutive weeks during the semester.

(b) Except as otherwise provided in Section 5 of this Article, a Faculty Member who is employed by the District as a Registered Nurse, Nurse Practitioner, a Physician's Assistant, a Counselor, an Athletic Coach, a Disabilities Specialist, a Faculty Coordinator or a Librarian, and is required to serve an academic or fiscal year, as the case may be, shall be classified as contract (probationary) during the first four (4) years of such service with the District.

### Section 2. Regular (Permanent)

(a) Except as otherwise provided in Section 4 of this Article, a Faculty Member who has served as a contract Faculty Member for four (4) consecutive years and who is employed by the District in the subsequent and following years, shall be classified as regular (permanent). A Faculty Member may be classified as regular at sixty-seven percent (67%) or more of a full load.

(b) No Faculty Member shall gain permanent status on any assignment or employment by the District which is in addition to a full-time regular assignment and such additional assignment or employment may be terminated by the District at any time.

(c) Nothing within this Article shall be construed as permitting a Faculty Member to acquire regular classification with respect to winter or summer school assignment nor shall such

assignment be included in computing the service required as a prerequisite to, attainment of, or eligibility for classification as a contract or regular Faculty Member of the District.

(d) No Faculty Member shall hold regular status with the District while holding regular status in another district. Full-time employment with the District is the Faculty Member's primary employment obligation.

### Section 3. Suspension, Dismissal, and Layoff

Any action by the District to suspend, dismiss, layoff, or reduce the load of a Faculty Member employed pursuant to Section 1 or 2 of this Article shall be governed by the applicable State law respecting such action. Should there be a conflict between the applicable State law pertaining to certificated reduction in force and this subsection, the applicable State law will prevail. If the applicable State law changes during the term of this Agreement, the District and the Federation will discuss the impact of such changes.

#### (a) Faculty Service Areas

(1) Faculty Service Areas (FSAs) will become operative only in the event of a layoff. A Faculty Service Area is defined as a service or instructional subject area or group of related service or instructional areas performed by or taught by faculty.

(2) For purposes of this Section, a Faculty Member will be considered competent to render a service (defined as teaching, counseling, nursing, coaching, or service as a disabilities specialist, librarian or coordinator) if he or she is competent in one or more FSAs.

(3) Except as provided in subsection (a)(4), a Faculty Member will be deemed qualified and competent in a Faculty Service Area if the Faculty Member either:

- (i) holds a valid teaching credential in that discipline, OR
- (ii) meets state minimum qualifications in the discipline, except for biological sciences where the local qualifications will be used, OR
- (iii) has been granted an equivalency in the discipline in accordance with procedures established by the equivalency policy and adopted by the Board of Trustees.



(4) In the following FSAs (office technologies, computer information systems, studio art, commercial art, dance, drama/theater arts, instrumental music, vocal music, learning skills) specialized skills are required. Verification of such skills will be done by a committee consisting of the Dean of the Division or designee, Federation designee from outside the discipline and two (2) tenured Faculty Members selected by Faculty Members in the discipline with three of the four Faculty Members agreeing that the requisite skills have been demonstrated. Demonstration of skills may be by documented work experience or portfolio or performance. If a sufficient number of tenured Faculty Members are not available, the Federation and District will jointly select alternate Faculty Members.

(5) Each Faculty Member will be assigned one or more FSAs at the time of initial hire.

(6) A Faculty Member, including those in their first year of employment, may apply for additional FSAs if they meet the qualifications and competency requirements. All applications for additional FSA(s) will be made to Human Resources by January 15 of each year and follow the process outlined in Section 3.(a)(3) and (4) as appropriate. A determination will be made prior to April 1 of that year effective for the following academic year. The record of assigned FSAs will be collected by Human Resources, documented on a spreadsheet, and sent to the Federation President annually.

(7) Faculty Service Areas which will be utilized as described above are set forth in Appendix G of this Agreement. A modification of Appendix G may be made between the President of the Federation and the President of the College.

(8) Any dispute regarding assignment or denial of a FSA shall be processed pursuant to Article 22 of this Agreement.

(b) Reduction In Force Procedure

Should a situation arise which could result in a layoff of Faculty Members, the District shall provide the Federation with a written statement of the basis for the decision with supporting data and projected reductions that may be needed. Upon the request of either party, the District and the Federation shall meet promptly to discuss the impact of such action and any possible alternative courses of action. In the case of a reduction in force, the District shall notify the Federation in writing of the names of all Faculty Members to be laid off. This notice shall be given simultaneously with notification to the affected

Faculty Members. This procedure shall also include all notifications of re-employment following a layoff.

(c) Application Of Seniority

The District shall furnish the Federation with an updated seniority list of regular and contract Faculty Members by the fourth week of each fall semester. Consistent with applicable state law, seniority shall commence on the first day on which the Faculty Member renders paid service in a contract position. The seniority of Faculty Members with the same hire date will be determined whereby the last 4-digits of the tied faculty members' social security numbers will be placed in order from highest numeric value to lowest numeric value to determine the most senior to the least senior, respectively.

(d) Pre-Condition To Layoff

Prior to any regular Faculty Member being laid off or having his/her load involuntarily reduced, the following must occur:

- (1) Non-retention of Part-Time Temporary and Full-Time Temporary Faculty Members rendering the particular service(s) in question.
- (2) Non-retention of contract Faculty Members rendering the particular service(s) in question.

(e) Re-Employment Rights

- (1) Re-employment of Faculty Members on layoff status will be administered by the College in accordance with the then-applicable provisions of the Education Code.
- (2) Faculty Members on layoff who wish to be re-employed shall keep Human Resources apprised in writing of their current mailing addresses and telephone numbers, and of any changes in their qualifications.
- (3) When actual vacancies occur in any Faculty Service Area, the District shall notify, in seniority order, the laid-off Faculty Member(s) in such Faculty Service Area. This notice shall be sent by certified mail to the Faculty Member's current mailing address on file with Human Resources forty-five (45) days before the contemplated first day of re-employment of the Faculty Member or immediately upon the District learning of such vacancy if within forty-five (45) days of the course/assignment beginning date. The notified Faculty member shall notify the District in writing of his/her acceptance or rejection within ten (10) days of

mailing by the District. Failure to do so shall mean the Faculty Member has waived his/her reappointment right to the vacancy stated in the notice from the District. Such Faculty Member shall retain the Faculty Member's seniority position on that Faculty Service Area list for the period of time provided by the Education Code.

(4) As to any Faculty Member who is re-employed, the period of absence shall be treated as a leave of absence and shall not be considered as a break in the continuity of service, and such Faculty Member shall retain all rights to contract or regular status, as the case may be, in accordance with the applicable provision of the Education Code, including the requirement of four (4) years' active service for eligibility to move from a contract position to a regular position.

(5) All partially or completely laid-off Faculty Members, upon any partial reinstatement, shall be paid the pro-rata salary equivalent to their step and column placement on the permanent salary schedule at the time of their layoff.

(f) Retraining Program

(1) Upon the initial notification of the intent to lay off any regular Faculty Member, the District shall specify no less than three (3) Faculty Service Areas in which retraining may take place. Within six (6) months of the initial notification of the intent to lay off any regular Faculty Member, the Faculty Member may submit a written application for participation, specifying the course work and the institution to provide the retraining in one of the three (3) Faculty Service Areas specified by the District.

(2) The District shall reimburse the Faculty Members for all reasonable and documented costs up to a maximum of Seven Thousand Two Hundred Dollars (\$7,200.00) per year for tuition, fees, books, transportation, and other course materials for participation in approved programs for a period not to exceed twenty-four (24) months following the effective date of layoff. Reimbursement shall be processed based on evidence of successful completion of each term's course work.

(3) A Faculty Member who completes any program that qualifies the Faculty Member for any discipline other than the one from which the Faculty Member was laid off has the responsibility to inform the Office of Human Resources in writing at the completion of such program. A Faculty Member who is deemed to have qualified for teaching in such other

discipline shall be granted an interview in that discipline whenever a selection for new hire is being made in that discipline. An interview will be granted within the first thirty-nine (39) months following the effective date of layoff. The District is not required by the terms of this Agreement to rehire any Faculty Member in a new discipline for which the Faculty Member was retrained under the provisions of this program.

(g) Continuation Of Insurance Benefits

(1) A laid off Faculty Member shall be eligible for continuation of insurance benefits in effect immediately prior to the date that the Faculty Member is notified of layoff. The insurance benefits which may be continued are the medical, dental, and vision plans. These plans will continue to be paid by the District for a period of three (3) months after the effective date of layoff for Faculty Members with less than five (5) years' service, six (6) months for Faculty Members with five years' service, but less than ten (10) years of service, and nine (9) months for Faculty Members with ten (10) or more years of service. During the continuation period, the Faculty Member will be required to continue any self-payment the Faculty Member was making prior to layoff. As soon as the Faculty Member becomes eligible for medical insurance benefits through another employer, the District's obligation to maintain the insurance benefits terminates. In the event that a laid-off Faculty Member dies during the continuation period, the District shall continue the dependent insurance benefits for the qualified beneficiaries of the Faculty Member for the balance of the continuation period.

(2) At the conclusions of the continuation period, the Faculty Member will be given the opportunity to continue the benefits pursuant to COBRA. The District will attempt to obtain the consent of each insurance carrier to extend such COBRA self-pay provisions for the entire period of time that the Faculty Member has reemployment rights.

(h) Severance Grant

The District will provide each laid-off Faculty Member with a severance grant which shall be paid within thirty (30) days following the effective date of layoff. The amount of the severance grant will be based on the following schedule:

Less than five (5) years of service	\$5,500
Five (5) years, but less than ten (10) years of service	\$6,500
Ten (10) years or more of service	\$7,500

#### Section 4. Part-Time Temporary

A Faculty Member may be employed by the District as an Instructor for sixty-seven percent (67%) or less of a full-time teaching load, as defined in Appendix B, and shall be classified as Part-Time Temporary. Such Faculty Member shall not become a contract (probationary) or regular (permanent) employee of the District while so employed, and may be assigned or not assigned such course, or courses, from semester to semester as the District may determine. Program needs and past successful experience in the District will be among the factors considered in determining class assignments for Part-Time Faculty Members. Such determinations are not grievable.

Part-time faculty should be considered to be an integral part of their departments and are encouraged to participate in department and college activities and, at the discretion of the District, afforded utilization of supplies, equipment and professional development activities.

#### Section 5. Full-Time Temporary

##### (a) Regular Full-time Temporary

A Faculty Member who is employed and assigned more than sixty-seven percent (67%) of a full-time load as a Faculty Member during a particular semester shall be classified as a Full-Time Temporary during that semester. If such a Faculty Member is employed by the District beyond two (2) semesters within any period of three (3) consecutive years, such Faculty Member shall be reclassified as contract (probationary) under the provisions of Section 1 of this Article and the previous two (2) semester's employment as a Full-Time Temporary Faculty Member shall be deemed one (1) year's employment as a contract (probationary) Faculty Member for the purposes of acquiring permanent status as provided in Section 2 of this Article, except those full-time temporary faculty hired pursuant to Section 5(b) of this Article.

##### (b) Categorically Funded Full-Time Temporary Faculty (Non-Tenure)

In accordance with the provisions of California Education Code 87470, which is incorporated herein by reference, full-time temporary faculty employed under contract in categorically funded projects are not subject to the provisions of Section 5(a) of this Article and shall not become contract (probationary) Faculty members nor obtain permanent status at the conclusion of the funding period. However, at the close of the funding period, if a determination

is made that the position is to become permanent, the provisions of Article 4, Section 5 (Faculty Selection) and Appendix —M-1 (Tenure Track Faculty Hiring Procedures) shall be invoked.

#### Section 6. Notice Of Employment

(a) The District shall determine the classification of each Faculty Member at the time of employment and thereafter during each subsequent spring semester. At the time of initial employment, each new Faculty Member shall receive a written statement indicating the classification and the salary to be paid.

(b) Any Faculty Member not classified as regular (permanent) who fails to signify acceptance within forty-five (45) consecutive calendar days after notice of election or employment has been given or mailed to that Faculty Member, in accordance with Education Code provisions, shall be deemed to have declined the employment, and service with the District may be terminated.

(c) If, without good cause, a regular (permanent) Faculty Member fails to notify the District of his/her intent to remain in the service of the District by June 30 of any year, and if a notice of employment has been personally served or mailed to that Faculty Member in accordance with Education Code provisions prior to May 30, such Faculty Member shall be deemed to have declined employment, and service with the District may be terminated on June 30 of that year.

#### Section 7. Notification

If the District initiates written notice of suspension, dismissal, or layoff proceedings respecting any regular Faculty Member, as provided in Section 3 of this Article, it shall notify the Federation of such action within five (5) working days, unless the Faculty Member has advised the District in writing of objections to such notification.

#### Section 8. Voluntary Transfer

A Faculty Member may apply for a vacant full-time position in a discipline other than the discipline in which the Faculty Member was originally hired. Any such request will be processed in accordance with the adopted Hiring Procedures. In the event that the Faculty Member is selected

for such a position, his or her salary will be set in accordance with the established salary schedule and criteria.

#### Section 9. Involuntary Transfer

(a) In the event a Faculty Member is transferred involuntarily (in lieu of layoff or due to program cutbacks in the Faculty Member's discipline) and the transfer results in a change from the Vocational Salary Schedule to the Academic Salary Schedule, the Faculty Member will retain his or her salary for one year. At the end of that year, the Faculty Member's salary will be stepped down to the Academic Salary Schedule over a two-year period, fifty percent (50%) each year. The affected Faculty Member would have the option to return to a position for which he/she qualifies which is on the Vocational Salary Schedule should such a position become available.

(b) If the District transfers a Faculty Member from a primary teaching assignment (fifty percent (50%) or more) in one discipline to another, it shall notify the Federation of such action at least five (5) working days prior to such transfer.

#### Section 10. Teaching Part-Time In Another Discipline

A Faculty Member may apply for a vacant part-time position in a discipline other than the discipline in which the Faculty Member was originally hired. Any such request will be processed in accordance with the established part-time hiring procedures. If selected, the Faculty Member's assignment will be treated as a part of the Faculty Member's load or overload.

## ARTICLE 7 - CALENDAR

### Section 1. Calendar

During the fall semester of each school year, the District shall establish a calendar committee which shall be comprised of a representative or representatives of various campus organizations. A majority of the members of this committee shall be appointed by the President. The function of this committee is to recommend to the President and the Board of Trustees of the District a school calendar for the following two years, through the end of the summer session of the second year, to be adopted by the District. The Federation shall be entitled to appoint two (2) voting members as its representatives on the committee. The Academic Senate shall be entitled to appoint two (2) members as its representatives on the committee. Calendar changes that impact working conditions will be subject to negotiations.

### Section 2. Committee Recommendations

The calendar committee shall make recommendations for a school year in compliance with the Education Code. The calendar shall include an academic year consisting of fall and spring semesters, summer and winter sessions, and other academic sessions as may be developed in the future. It is understood that the District has the option to not offer or modify the length of winter or summer sessions commencing with summer session 2012.

It is understood that the District may add an additional unscheduled day or days to the calendar in the event that any day or days are “lost” due to uncontrollable circumstances. The recommended calendar shall include the stipulated holidays as provided by Article 15.



## ARTICLE 8 - HOURS AND WORKING CONDITIONS

### Section 1. Days of Service In An Academic Year

Faculty Members who are employed on an academic year basis shall be required to perform professional services for the District each academic year for 175 days. The assignment of the days of service for each academic year of the District shall be determined by the school calendar adopted by the District.

### Section 2. Weekly Hours Of Service - Instructors

Instructors are employed for a basic work week of forty (40) hours to be comprised of (1) lecture hours or their equivalent as set forth in Section 5 of this Article; (2) office hours as set forth in Section 3 of this Article; (3) unscheduled teaching-related hours; (4) scheduled department/division meetings; (5) college meetings where attendance for all Full-Time Faculty Members is mandatory except when the Faculty Member receives prior approval from the Dean to be absent from the scheduled meeting; and (6) other professional responsibilities to the Faculty Member's discipline and to the institution. Each Instructor shall have office or otherwise scheduled on campus hours of a minimum of two (2) hours per day, three (3) days per week, Monday through Friday. If, however, an Instructor is assigned Saturday classes as part of a normal teaching load, that Instructor shall be entitled to at least one (1) day free of assignment during the Monday through Friday school week. Each Instructor is responsible for holding all scheduled class meetings and office hours through the term.

As to District-wide committees whose members represent a particular Division (e.g. Academic Senate, Curriculum Committee, etc.) each Division shall determine a mechanism for nominating and selecting faculty on an equitable basis to fill all such committee positions, which mechanism must be consistent with the rules for nomination/selection of the particular committee. In the event the selected mechanism fails to produce a nominee or assignee, the dean and the senior representative of the Academic Senate from the Division shall select the nominee(s) and/or assignee(s).

### Section 3. Instructor Office Hours

Office hours are to be scheduled to meet the needs of students and the needs of the educational program of the College.

(a) Each Full-Time Instructor shall maintain up to four (4) office hours per week prorated to the Instructor's contractual teaching load rounded up to the nearest hour, effective Spring 2024. Each Full-Time Instructor shall maintain an office time schedule of at least three (3) hours per week on campus, that is mutually agreeable to the Faculty Member and their Dean, for the purpose of consulting with students.

(b) Office hours in support of online lecture courses may be held in the Faculty Member's office, online, or a location mutually agreed to by the Faculty Member and their Dean. Full-Time Faculty Members will be encouraged to hold at least one (1) office hour online. Faculty members who teach online may hold no more than 60% of their office hours online.

(c) Faculty Members with an office hour obligation greater than three (3) hours per week must hold those office hours on no fewer than three (3) days per week.

(d) Each scheduled period of office time shall be no less than twenty (20) minutes in duration. At the beginning of each semester, the Instructor shall prepare and submit a proposed schedule of office hours to the Dean of the division for approval. Such approval shall not be unreasonably withheld. The Dean will maintain a list of the approved office hours scheduled in the division, and the Instructor shall post the approved office hours on the Instructor's office door.

(e) A Dean and an Instructor (full-time and part-time) may agree to substitute additional laboratory hours, learning center hours, or other approved activity hours in lieu of office hours and such hours shall not be credited to the Instructor's teaching load.

(f) For winter or summer session assignments, all Instructors (full-time and part-time) who have an assignment of ten (10) or more hours per week (six or eight week session), or twelve (12) or more hours per week (five or seven week session), will maintain two (2) office hours per week. Instructors with a load of less than these hourly limits will maintain one (1) office hour each week. For each Distance Education course taught during the winter or summer session, the Instructor will maintain one (1) scheduled office hour online, exclusive of class meetings and examinations.

(g) Part-time faculty may offer office hours with the goal of providing focused attention and additional learning support for students, but especially for racially minoritized students, to improve academic success. Office hours shall be payable in accordance with Article 10, Section 9(a)(1). Part-time faculty office hours shall not be computed as part of the teaching load.

#### Section 4. Instructional Objectives

In the interest of continuing to provide quality education, this Agreement contemplates an instructional program which will be designed to achieve an average weekly student contact per Full-Time Instructor equivalent at the first census count each semester of 596 hours for a 16 week term. The program design anticipates the implementation of innovative approaches to instruction, such as open laboratories, individualized instruction, team teaching, differentiated class sizes, and the use of support personnel to assist Faculty Members engaged in special programs. It also entails experimental classes devised by the Division Load Committees established pursuant to Section 7 of this Article. Division Load Committees shall study the effects of class size variations upon educational effectiveness and include such analysis in a Committee report to the Division faculty.

#### Section 5. Instructor Teaching Load

(a) The normal teaching load for full-time Instructors will be calculated on a full-load equivalency, (based on the El Camino College traditional eighteen week semester) which shall be fifteen (15) lecture hours or “extensive laboratory” hours subject to the recommendation of the Lab/Lecture Parity Committee. Any laboratory hour not defined as an “extensive laboratory” hour will continue to be compensated at 75% of the lecture hour rate.

##### (b) Extensive Laboratory Definitions

(i) An extensive laboratory course is a course in which laboratory components require extensive work before, after, and/or during the lab, and are equivalent to workload efforts in a lecture course.

(ii) Laboratory classes are established as “extensive laboratory” through the application and approval processes outlined in Section 6(c)-(g).

(iii) An extensive laboratory hour shall be calculated at 100% of a lecture hour. This replaces and supersedes all other parts of this agreement mentioning laboratories, including but not limited to:

- (1) Article 3.11(d) (Reassigned Time for Negotiations)
- (2) Article 10.8(a)&(c) (Summer and Winter Pay)
- (3) Article 10.9(c) (Part-Time Laboratory Stipend Pay)
- (4) Article 19.5 (Part-Time Retirement)
- (5) Appendix B (Teaching Load & Overload)

(6) Appendix D-1 (Part-Time Faculty Salary Schedule)

(7) Appendix D-3, Rate II (Special Rates of Pay)

(c) Lab/Lecture Parity Committee (LPC) Purpose

The District and ECCFT agree to form a new joint District/Senate committee, the Lab/Lecture Parity Committee (LPC), by the beginning of Fall 2020 for the purpose of identifying laboratory work that counts as “extensive laboratory” hours. By the beginning of Fall 2020, the LPC will inform the campus community of its scope and function and invite departments with laboratory assignments to prepare applications and supporting documents that seek to apply for “extensive laboratory” status. Those departments that wish to apply will have until October 15 to submit applications and supporting documents to the co-chairs of the LPC. The purpose of the LPC is to:

- (1) uphold criteria and guidelines used to identify “extensive laboratory” courses that qualify under this article;
- (2) review applications from departments seeking “extensive laboratory” designation for specific courses;
- (3) evaluate applications based on the criteria developed in Appendix O; approve applications that qualify for “extensive laboratory” compensation based on consensus. In the absence of consensus, a majority vote will prevail. A tie vote will result in approval of “extensive laboratory” status.

(d) Composition of the Lab/Lecture Parity Committee

The LPC shall consist of the following members. Each member shall serve a two-year appointment with a break of service for at least two years before reappointment so that there will be a rotation of committee members:

- (1) A faculty representative from each of the eight instructional divisions appointed by the Academic Senate. Of the eight faculty members appointed, five shall have taught at least one course with a laboratory component within the academic year immediately prior to their appointment to the LPC. No two faculty members appointed by the Academic Senate shall have their primary teaching responsibilities within the same Division.
- (2) A management representative from five of the eight academic instructional divisions shall be appointed by the Vice President of Academic Affairs.
- (3) The LPC shall be co-chaired by two representatives, one chosen by the faculty representatives and the other chosen by the management representatives on the committee.

(e) LPC Review Process and Parity Implementation

(1) The LPC will meet and review applications and supporting documents during the fall semester. To determine “extensive laboratory” status, the LPC will review applications for coursework in which laboratory components require extensive work before, after, and/or during the lab, and are equivalent to workload efforts in a lecture course. The teaching of concepts should be a primary function.

(2) By December 1, final recommendations for “extensive lab” status shall be completed and forwarded to the Vice President of Academic Affairs for final approval. All decisions by the Vice President of Academic Affairs will be made by the first week of the Spring semester and are final. The Vice President of Academic Affairs may deny an application approved by the LPC only upon determining that the application does not demonstrate the course to be equivalent in workload to a lecture course. The Vice President of Academic Affairs will provide written explanation as to why equivalent workload has not been demonstrated.

(3) Negotiations will commence between the Federation and the District no later than March 15 of the Spring semester. Each negotiation team will have 3 representatives who will participate in all of the negotiation sessions. The first order of priority will be for the negotiators to determine the cost for implementing the decisions by the Vice President of Academic Affairs. Negotiations will also include consideration of the State of California’s funding of the general fund budget and the timing and the impact of implementing lab parity on the District’s budget.

(4) Upon completing negotiations, approved applications shall have revised assignment contracts denoting lab parity and its equivalent compensation in effect. An “extensive laboratory hour” shall be calculated at 100% of a lecture hour. Once a course is designated an “extensive lab,” all other Articles and Appendices of this agreement mentioning “laboratories” shall be calculated at the lecture rate.

(5) Implementation of approved “extensive laboratory” classes shall occur no later than the start of the fall semester following the conclusion of negotiations outlined in (3) and (4) above provided that negotiations conclude by May 15. Otherwise, implementation of approved extensive laboratory classes shall occur commencing the following spring semester.

## Section 6. College Load Review Committee

The College Load Review Committee (CLRC) shall be composed of the Vice President - Academic Affairs, who is designated as a co-chair of the Committee, the Vice President - Administrative Services, or a person designated by the Vice President - Administrative Services, a Dean of Instruction appointed by the President of the College, and three (3) Faculty Members, each from a different division not represented by a Dean of Instruction appointed to the Committee, appointed by the President of the Federation. The faculty shall elect a co-chair from their group. The Committee members shall serve for the term of this Agreement. This Committee shall be responsible for:

(a) Monitoring the Teaching Load Policy set forth in Appendix B of this Agreement;

(b) Making recommendations to the District and the Federation for amending such policy;

(c) Approving or disapproving, after review, of requests for innovative instructional practices, including those which would assist in the attainment of the instruction objectives set forth in Section 4 of this Article;

(d) Setting such average weekly student contact hours (WSCH) per full-time equivalent objectives for each instructional division as are deemed necessary to attain the objectives set forth in Section 4 of this Article. In the event the Committee is unable to set such objectives, by majority vote, the Vice President - Academic Affairs will set such divisional objectives, provided that the Vice President - Academic Affairs does not take such action more than thirty (30) days prior to the establishment of the class schedule.

(e) The CLRC will inform faculty of its scope and function by the second week of classes in the fall semester including the process for requesting changes to class sizes. Division deans and departments will be invited to prepare class size change applications using the standardized Class Size Change Application in Appendix N. Those division deans and departments that wish to apply for a class size change will have until the second Friday in October every year to submit applications, which will be disseminated by the CLRC at the time of notification described above, and supporting documents to their Division Load Committees.

The District and Federation recognize that course size maxima impact working conditions, student learning, District funding based on state apportionment, and other academic and professional matters. Accordingly, the timeline, criteria, and process for review of applications is as follows:

(1) The Division Load Committees will review class size change applications based on the following criteria:

- (i) Executive summary for the change in class size.
- (ii) Comparable course loads and class size maxima at El Camino College, other California Community Colleges across Los Angeles County, other California Community Colleges beyond Los Angeles County, or other relevant comparables.
- (iii) Impact of changes to and from SLOs, PLOs, and discipline/field.
- (iv) Required workload (writing requirements, accreditation, etc.)
- (v) Impact on student success, retention, and equity.
- (vi) Issues related to safety, equipment, classroom, and external accrediting agency requirements.
- (vii) Narrative for the change in class size.

(2) The Division Load Committees will meet to review Class Size Change applications and any supporting documents. A Division Load Committee can, if needed, follow up with division deans/departments/programs during the review process. Faculty workload, student success and retention, and equity should be considered by the Division Load Committee's review of applications. If a Class Size Change application is rejected by the Division Load Committee, the co-chairs will write an explanation to the division dean/department/program.

(3) The Division Load Committee co-chairs shall forward all approved applications and supporting materials to the CLRC by the second Friday in November.

(4) The CLRC will meet and review Class Size Change applications and any supporting documents. The CLRC can, if needed, follow up with division deans/departments/programs during the review process. The CLRC will consider the criteria included on the Class Size Change Application. If a Class Size Change application is rejected by the Division Load Committee, the co-chairs will write an explanation to the division dean/department/program.

(5) By the last day of instruction of the fall semester, recommended class size

change applications shall be completed and forwarded to the Vice President of Academic Affairs for negotiations.

(6) Negotiations will commence between the Federation and the District no later than the first week of instruction during the following Spring semester. The first order of priority will be for the negotiators to determine the cost for implementing approved changes to course loads. Negotiations will also include consideration of the State of California's funding of the general fund budget and the timing and the impact of implementing class size changes on the District's budget.

(7) Upon completion of negotiations, approved class size applications shall change the student course caps for those classes listed on the applications.

(8) Implementation of negotiated student course cap changes shall occur no later than the start of the fall semester following the conclusion of negotiations outlined in Section 6(e)(5-6), provided that negotiations conclude by May 15. Otherwise, implementation shall occur commencing the following spring semester.

(9) An updated list of all classes and their respective course caps shall be posted on the HR website with the Federation's CBA and MOUs. The list will be updated as class size maxima are changed as a result of the process outlined above. The list of changes will be sent to the Federation President.

#### Section 7. Division Load Committee

(a) Within each instructional division, a Division Load Committee shall be established, composed of the Dean of the Division, who is designated as a co-chair, and three (3) to five (5) Faculty Members. The committee shall include the Division AFT Representative, one (1) faculty appointee selected by the Dean, and the remainder elected by the full-time Faculty Members of the Division. The election shall be conducted by the Federation representative of the Division. If none is seated, the Federation will appoint an alternate faculty member from the division to conduct the election. The Division Faculty may recommend in plenary session (Division Meeting) any increase in membership numbers that will ensure effective representation on the Committee. Once the faculty have joined the committee, they shall elect a co-chair of the Division Load Committee. The Division Dean and division Federation representative must approve any recommended variation.



(b) Each Division Load Committee will recommend class sizes for all classes based upon the class size change application and process described above in Section 6.

(c) Each Division Load Committee will examine any cases within its jurisdiction involving Instructors who teach a class in which, during each meeting: (i) two or more courses are taught by the same Instructor, and (ii) for each course substantially different subject matter is presented which requires separate preparations. The Division Load Committee may recommend additional load credit in these instances beyond the load credit previously allowed. Such an action by the Division Load Committee is subject to the approval of the College Load Review Committee and negotiation with the Federation. The District will notify the Federation of decisions made by the College Load Review Committee in these cases and enter into negotiations with the Federation as applicable.

(d) The Division Load Committee will otherwise plan the instructional program of the division in such a manner that it may achieve the average WSCH divisional objective established by the College Load Review Committee. In the event the Committee is unable by a majority vote to agree on the plan to reach the division objective, the Dean will devise such a plan in consultation with the Committee, provided that the Dean will not take such action more than fifteen (15) days prior to the establishment of a semester's class schedule. The Division plan will be forwarded to the Vice President - Academic Affairs. If the Vice President - Academic Affairs determines that a plan is unlikely to achieve the division objective, the College Load Review Committee will be convened to revise the plan.

(e) The College Load Committee shall meet at least once each year and shall set a minimum number of meetings and the deadlines for such meetings for the Division Load Committees.

#### Section 8. Teaching Schedules

The schedule of classes for each semester shall be planned to accommodate the needs of students and to utilize classroom facilities efficiently. Before teaching schedules are assigned, Deans shall provide each Instructor with a standardized written form within their division or program on which Instructors will present in writing the Instructor's schedule preferences with regard to courses to be taught, day and evening classes (with a minimization of time period between the Instructor's first and last class each day and maximization of the time period between the end of the Instructor's last class one day and the beginning of the Instructor's first class the following day), off-campus classes, number of different course preparations, maximum consecutive hours of lecture/laboratory hours, the desire for

overload, and modality preferences. The Dean shall take under consideration the Instructor's preferences in making class assignments and shall not arbitrarily disregard such preferences. An Instructor shall not be assigned an overload without the Instructor's consent, except as required by the balancing provisions of the Teaching Load, Appendix B. An Instructor shall not be assigned Saturday classes or an assignment for substitute teaching without the Instructor's consent unless there is no other qualified Faculty Member available for such assignment. If an Instructor must be assigned, without the Instructor's consent, to Saturday classes, the Instructor shall not be assigned duties on Mondays, provided the Instructor is not teaching a voluntary overload assignment. Those Faculty Members whose loads are split between two or more Divisions shall not arbitrarily have the ratio of their load changed. The Dean or Deans shall take into consideration the Faculty Member's preference in establishing loads and shall not arbitrarily disregard such preferences. There shall be no transfer of Faculty Members from one Division to another without prior consultation with the Faculty Member.

#### Section 9. Classroom And Worksite Management

All instructors shall submit copies of their course syllabi, in electronic format, to their respective Division Offices before the end of the second week of instruction.

The District shall not, without reasonable cause, preempt the authority of the Faculty Member:

- (a) to determine methods of assessing student performance;
- (b) to assign grades to students;
- (c) to drop students from the class for excessive absences;
- (d) to recommend expulsion of students for reasonable cause in accordance with Board Policy;
- (e) to utilize appropriate student assignments;
- (f) to utilize appropriate instructional materials, techniques, and aides;
- (g) in the case of an Instructor, to remove a student from his or her class for the day of the removal and the next class meeting, pursuant to Board Policy and Education Code Section 76032.
- (h) in the case of a non-Instructional Faculty Member, to remove a student from his or her worksite for the day of the removal and the next school day, pursuant to principles of good management, safety and security.

(i) to give verbal or written notice to a student that continuation or repetition of specific conduct which is in violation of Board Policy may be cause for disciplinary action. In addition, any Faculty Member may make the following recommendations for disciplinary action to the Dean in his/her Division:

- (1) Formal written reprimand
- (2) Restitution
- (3) Disciplinary probation
- (4) Suspension.

Nothing in this Section shall preclude evaluation panels from reviewing the above items in evaluating the Faculty Member's performance.

#### Section 10. Athletic Coaches Reassignment

A Full-Time Faculty Member who has an athletic coaching assignment may request to be released from such assignment. Such request shall be submitted in writing to the Dean of Health Science and Athletics who shall meet with the Athletic Director and then promptly forward the request with their recommendation to the Vice President - Academic Affairs, who shall meet with the Dean, Athletic Director, and the Athletic Coach requesting such release. Upon review of all the circumstances, the Vice President - Academic Affairs, shall grant or deny the request in writing. A Faculty Member with less than twelve (12) consecutive years in a partial or full coaching assignment who requests release from their coaching assignment may be granted a release from their coaching assignment by the District and guaranteed a minimum load of seventy percent (70%) per semester so long as such load will not cause the layoff or reduction of load of another faculty member. After twelve (12) consecutive years in the coaching assignment, the Faculty Member who requests and is granted a release from their coaching assignment will be guaranteed a full load so long as such full load will not cause the layoff or reduction of load of another Full-Time Faculty Member.

#### Section 11. Voluntary Assignments

Assignments to student-teaching supervision and teaching students enrolled in independent study programs are voluntary.

## Section 12. Offices

Each Full-Time Faculty Member shall be provided with an office area with equipment and furniture according to current campus standards including a desktop or laptop computer (with the goal of replacing computers on a 5-year life cycle or in the event ITS deems a computer not repairable), software, desk, desk chair, additional chairs when feasible, filing cabinet, book shelves, and a phone with a personal extension and voicemail. The District will provide each Full-Time Faculty Member with access to a computer printer for District use. This office area may be shared with one (1) or more Full or Part-Time Faculty Member(s) as determined by the Dean or designee in consultation with the Faculty Member. A Full-Time Faculty Member will not be required to share a desk with any other Faculty Member.

Part-Time faculty members not sharing an office with a Full-Time faculty member shall have access to a faculty workroom in each division. These workrooms shall be equipped with computers, printers, desks, and chairs. This equipment shall be maintained according to current campus standards. Dedicated space within the Library's Tutoring Center shall be made available to faculty who wish to meet with students.

## Section 13. Student Assistants

The District will allocate a total of five thousand (5,000) hours of student assistance each semester to be calculated at the Student Help I rate of pay. The amount allocated for student assistance shall be distributed to each division by the College Load Review Committee in accordance with instructional objectives as provided in Section 4, and to Instructors by the Division Load Committees in accordance with the division objectives as provided in Section 7.

## Section 14. Part-Time Faculty Members

### 1. Qualifying for the Reemployment Preference List

- 1.1 A part-time, temporary faculty member who has been employed to teach at least one course in fall, and/or spring (or the equivalent for non-teaching faculty) by the District for at least seven (7) semesters during the previous seven (7) years and has received at least two (2) overall satisfactory evaluations during that time shall be placed on a list of faculty having reemployment preference upon completion of the seventh semester. Failure by the District

to evaluate the part-time faculty member in accordance with Article 20, will result in a satisfactory designation for that evaluation.

- 1.2 The reemployment preference for part-time faculty members shall be recorded on the Reemployment Preference List (“RPL”) maintained by each division. The RPL will specify the faculty member’s name, date of hire, Distance Education (DE) certification status, discipline, course(s), and assignment(s) for which the faculty member is qualified as determined by the Dean or Director and a Full-Time Faculty Member. The RPL shall be maintained on file in the division office. The RPL shall be updated semesterly to list courses or assignments at El Camino College.
- 1.3 Part-time faculty members in multiple divisions will appear on the RPL for each division in which they qualify through the recruitment process.
- 1.4 If a part-time faculty member believes the RPL needs to be updated, the faculty may then schedule a meeting with the appropriate Dean/Director and, if desired, a representative of the Federation to present evidence of their claim. If the faculty member presents evidence qualifying them for additional information on the RPL, their status will be immediately updated on the RPL including where appropriate reemployment preference for assignments for the next fall/spring semester for which the District is scheduling.
- 1.5 Additional disciplines, course(s), or assignment(s) for part-time faculty may be added by the Dean or Director based upon the expertise, professional development and/or additional study of the part-time faculty member. The Dean or Director will rely on the El Camino College Minimum Qualifications list and may consult with a full-time faculty member to discuss expertise.
- 1.6 The RPL shall be maintained on file in the division office and faculty on the RPL may request from the Dean or Director their own information recorded on the RPL.
- 1.7 The RPL shall be updated semesterly to reflect additions and deletions of faculty and other items listed in 1.2 above. A copy of updated division RPL’s shall be sent electronically to the Federation within four weeks of the conclusion of the semester.
- 1.8 Newly added faculty to the RPL shall be notified in writing by the Dean or Director.

## 2. Guidelines for Assignments

- 2.1 Part-time faculty members entitled to priority on the RPL are hired on a semester or hourly basis for at least two available assignments or the equivalent available amount of non-teaching assignments when possible. No part-time assignment may exceed 67% of a full-time load or as allowable by the Education Code.
- 2.2 Part-time faculty will be notified of the proposed assignment(s) in accordance with provisions in Article 10, Section 9(m). Part-time faculty will respond to the Dean/Director indicating their availability and assignment preferences within 10 working days of receipt of notice of proposed assignments. Extenuating circumstances (such as illness, accident, etc.) may exempt the RPL faculty from this response timeline pending verification and at the discretion of the Dean.
- 2.3 During the two weeks prior to the beginning of a semester, the District shall attempt to contact RPL faculty member(s) by telephone, personal email and ECC email to issue last minute/emergency first or additional offers of employment. The RPL faculty member shall respond back to the Dean within two (2) working days. Failure to accept a last minute/emergency offer within two (2) working days shall constitute a decline of the offer, but shall not count as a decline of employment under paragraph 3.1 a.
- 2.4 Part-time faculty members who have reemployment preferences (Section 14, A. 1) will be offered assignments before those part-time temporary members who have not yet qualified to be on the list. Should an RPL faculty accept one class/assignment but not a second and/or third class/assignment, the declination of the second and/or third class shall not count as a decline.
- 2.5 In cases where a reduction in assignment needs to occur due to program needs, budget constraints, or more contract faculty hires, the reduction shall occur first from among those part-time faculty members who have not yet qualified to be placed on the RPL
- 2.6 Assignments for RPL faculty may not alter existing practice with respect to first setting priority of assignments and overload for tenured/tenure-track faculty members.
- 2.7 Part-time faculty may refuse teaching and counseling dual enrollment assignments at high school sites. This refusal shall not have a negative impact on their status on the RPL.

### 3. Removal from the RPL

3.1 Part-time faculty members will be removed from the RPL for any of the following reasons:

- a. Declining three offers of employment (fall or spring semesters only) within a three-year period starting from the first semester declined (except for Last Minute/Emergency Offers).
- b. Advising the division in writing they are no longer available for part-time employment.
- c. Receiving an overall “unsatisfactory” evaluation.
- d. Receiving two (2) overall “needs improvement” evaluations.
- e. Committing an act of omission that is grounds for terminating a full-time faculty member.

3.2 A part-time faculty member who is being removed from the RPL will be notified by email to their ECC email address by the Dean or Director. After delivery of email the part-time faculty member may request within ten (10) working days, a conference with the Dean or appropriate Vice-President to review and reconsider the decision and may be accompanied by a representative of the Federation. The conference will be scheduled in a timely manner. The Dean and/or Vice President shall notify the faculty member of their decision in writing within two weeks of the meeting. This decision is final and not subject to further appeal. All decisions by the Dean and/or Vice President regarding assignment or removal of a part-time faculty member shall be final and not be subject to the grievance procedure provided in the bargaining agreement.

3.3 Faculty members removed from the RPL but who are still eligible for employment, may earn their way back on the list by meeting the criteria in Section 14, A1.

### 4. General Provisions

4.1 Retired full-time faculty members hired to teach part-time following retirement from the District may earn their way on the RPL. To do so the part-time faculty member will restart at the first semester of the criteria in Section 14, A1. The requirements of Section 14, A1 will commence upon reemployment with the District as a part-time faculty

member. Reemployment with the District is also subject to applicable CalSTRS requirements.

- 4.2 Prior to distribution of the Part-Time Faculty Availability and Course Preference form, if an RPL faculty member notifies their Dean or Director of their inability to teach in a subsequent semester, it shall not count as a decline.
  - 4.3 If an RPL faculty member is on a leave of absence or excused absence, they will remain on the RPL and their inability to accept an assignment during the leave/absence will not count as decline(s) of an offer of employment.
  - 4.4 Part-time faculty that qualified for employment or earned semester credit towards employment preference under the original MOU are “grandfathered-in”.
  - 4.5 Reemployment Preference does not apply to winter or summer session assignments.
  - 4.6 In all cases, part-time faculty member assignments shall be temporary in nature, contingent on enrollment and funding, and subject to program changes, and no part-time faculty member shall have reasonable assurance of continued employment at any point, irrespective of the status, length of service or reemployment preference of that part-time, temporary faculty member.
5. Sections 1, 2, 10, and 19 of this Article shall not apply to part-time faculty members.
  6. Linked co-requisite support courses in English and Math, taught by the same part-time instructor, are considered to be two assignments for purposes of Section 14.

It was also agreed that per Section 14, A. 3.2, all decisions by the Dean or Vice President regarding assignment or removal of a part time faculty member shall be final and not be subject to the grievance procedure provided in the bargaining agreement. This exclusion will also be added to Article 22 Grievance Procedures, Section 2 as a new Article Subparagraph (f).

#### Section 15. Counselors

(a) Full-time Counselors shall be employed on a 175-work day contract or a 200-work day contract consisting of a basic 40-hour work week of professional counseling services. Counselors shall have an opt-in choice of staying on the current 175-work day contract or moving to a 200-work day contract. New Counseling positions will be posted and advertised as either a 175-work day position or a 200-work day position at the Dean’s discretion. Counselors can change their work day contract with the Dean’s approval. Such changes must be requested in writing with supporting rationale prior to



March 1 for the upcoming contract period, and will be made on a case by case basis, at the discretion of the Dean. Each Counselor will formulate and submit a weekly schedule and identify contracted weeks for their entire contract year no later than May 15 for the upcoming fiscal year, subject to the approval of the appropriate Dean or Associate Dean. If a schedule change needs to be made after the May 15 submission, requests can be submitted for approval to the Dean or Associate Dean. The contracted weeks shall include 26 hours of student contact a week consisting of one-on-one counseling which can include face-to-face or virtual with the Dean’s approval, group counseling/workshops, and classroom presentations, and 14 hours of non-student contact work per week. Per the respective contracted weeks, the weekly schedule shall include student contact hours, non-contact hours, and reassigned time, when applicable, as noted in the table below and in accordance with Article 8, Section 19.

	175-work day contract	200-work day contract
Work Days	175 calendar days (August to December and February to June)	200 calendar days (July through June)
Student Contact Hours	26 hours/week over 36 weeks (based on 910 contact hours). Contact hours, not including overload, must be scheduled across a minimum of 3 days per week.	26 hours/week over 40 weeks (based on 1040 contact hours) consisting of a minimum of 32 weeks from August to December and February to June and a minimum of 4 weeks distributed during the months of January or July or both. Contact hours (not including overload) must be scheduled across a minimum of 3 days per week.
Scheduled Non-Student Contact Hours	2 hours/week (e.g., including peak week student contact time)	2 hours/week (e.g., including peak week student contact time)
Other Unscheduled Non- Student Contact Hours	4 hours/week (e.g., for meetings, professional development, peak week student contact time)	4 hours/week (e.g., for meetings, professional development, peak week student contact time)

Overload – student contact hours (optional)	Up to 6 hours/week	Up to 6 hours/week
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The Dean may require up to 30 hours of student contact a week, during periods of peak registration, not to exceed four (4) weeks per fiscal year. Each Counselor will spend no less than 32 hours per week on campus (or at the location where a counselor’s work is scheduled) fulfilling contractual requirements for scheduled and unscheduled time. Depending on programmatic needs and operational demands, Counselors may request to work up to 50% of their scheduled 32 hours as a remote work arrangement, subject to approval of the Dean or Associate Dean. Requested remote workdays will be discussed with the Dean or Associate Dean during the schedule approval process. Counselors approved for a remote work arrangement may be required to adjust their scheduled “remote workday” in order to fully participate in campus events, activities, or professional duties. Counselors who are working remote are expected to be fully engaged during their remote work hours.

If a counselor works Saturday hours, that counselor shall be entitled to exchange those Saturday hours from their regularly scheduled hours. A counselor shall not be assigned Saturday hours without the counselor’s consent unless there is no other qualified Faculty Member available for such assignment.

(b) Counselors are entitled to all professional privileges afforded to teaching faculty, such as professional development activities. Counselors will have up to 40 hours per contract year to be used for conferences, workshops (on or off campus), or other professional development, excluding campus committees. Professional development or duties deemed critical to the function of counseling duties is excluded from the 40 hours of allowed conference time per academic year and can be completed within the 26 hours of student contact time, subject to the approval of the Dean or Associate Dean. Any hours in excess of the 40 which are approved for conferences, workshops, etc., will require the counselor to establish additional student contact hours on an hour-for-hour basis. These hours shall be rescheduled within 30 days from the hours missed.

(c) A counselor who is also assigned a teaching load during the academic year shall have the option to count the teaching load as overload up to 30 percent per semester or include it as a part of the student contact hours per week in accordance with the chart below. For each scheduled teaching hour, 2 hours of counseling time shall be reduced for teaching and prep time.

<b>Lecture/Lab Hours Scheduled for Teaching</b>	<b>Counseling Hours</b>	<b>Service to the College Hours</b>
<b>0</b>	<b>26</b>	<b>14</b>
<b>1</b>	<b>24</b>	<b>15</b>
<b>2</b>	<b>22</b>	<b>16</b>
<b>3</b>	<b>20</b>	<b>17</b>
<b>4</b>	<b>18</b>	<b>18</b>
<b>5</b>	<b>16</b>	<b>19</b>
<b>6</b>	<b>14</b>	<b>20</b>
<b>7</b>	<b>12</b>	<b>21</b>
<b>8</b>	<b>10</b>	<b>22</b>
<b>9</b>	<b>8</b>	<b>23</b>
<b>10</b>	<b>6</b>	<b>24</b>

(d) The 175-work day contract calendar is comprised of 36 weeks of service. The 200-work day contract calendar is comprised of 40 weeks of service. The academic year calendar will be communicated to all Counselors by May 1 of the prior academic year. Each counselor will submit their proposed work schedule to the Dean by May 15 of the prior academic year. If not approved, the Dean and the Counselor will develop an alternative acceptable schedule. The schedule of alternative contract days shall be determined in writing prior to June 1, of each year, but may be changed by mutual agreement during the year.

(e) Counselors employed on the 175-work day contract may work up to 15 additional per diem days outside the 175 scheduled days with the approval of the Dean, six (6) hours of student contact, at the daily rate of 1/175<sup>th</sup> of the Faculty Member's yearly salary (Article 10, Section 13(b)).

(f) Depending on programmatic needs and operational demands, additional student contact days may be requested and will be compensated at the daily rate of 1/175<sup>th</sup> or 1/200<sup>th</sup> of the Faculty Member's yearly salary, whichever is applicable, per the approval of the Dean or Associate Dean.

(g) For overload, full-time counselors may request up to six (6) additional student contact hours per week, subject to Dean approval, to be compensated at the rate noted in Appendix D-5. This would only apply during the contracted hours/weeks.

(h) A Counselor may request to be relieved of counseling duties and assigned as an Instructor. Such request shall be submitted in writing to the Dean of the Division who shall promptly forward the request with a recommendation to the appropriate Vice President who shall meet with the

appropriate dean and the counselor requesting such assignment. Upon review of all the circumstances, the appropriate Vice President shall grant or deny the request in writing.

#### Section 16. Librarians

(a) Librarians will be employed on an academic year basis.

(b) The basic work week under the 16-week compressed calendar for Librarians shall be 45 hours per week. This will include thirty-three and a half (33.5) regular scheduled hours of professional library service. An additional eleven and a half (11.5) hours of professional library service or other non-student contact academic activities will be provided by the Librarian, as determined by the Dean, Library and Learning Resources and the Librarian. During intersessions, if getting paid per diem, the work day is a minimum of 6 hours (combined total of in-person and remote work).

(c) Librarians are entitled to all professional privileges afforded to teaching faculty, such as professional development activities.

(d) A Librarian who is assigned a classroom teaching load in addition to the 40-hour professional week during the academic year will be paid for the additional hours at the hourly rate as set forth in Article 10, Section 7(c).

(e) A Librarian may request to be relieved of librarian duties and assigned as an Instructor. Such request shall be submitted in writing to the Dean of the Division.

#### Section 17. Faculty Coordinators

(a) Faculty Coordinators on the Fiscal Year Salary Schedule will be employed for a basic work week of forty (40) scheduled hours of professional services. The basic work week under the 16-week compressed calendar shall be expanded by 12.5% (45 hours per week) for those Faculty Coordinators hired on an academic year basis.

(b) Coordinators are entitled to all professional privileges afforded to teaching faculty, such as professional development activities.

## Section 18. Registered Nurses, Nurse Practitioners, Physician Assistants and Clinical Psychologists

(a) Registered Nurses, Nurse Practitioners, Physician Assistants and Clinical Psychologists in Student Health Services will be employed on an academic year basis.

(b) Registered Nurses, Nurse Practitioners, Physician Assistants and Clinical Psychologists will be employed for a basic work week of forty (40) scheduled hours of professional services including case preparation, staff and committee meetings, and off-site visits for professional development. The basic work week under the 16 week compressed calendar shall be expanded by 12.5% (45 hours per week). Each Registered Nurse, Nurse Practitioner, Physician Assistant and Clinical Psychologist will formulate and maintain a schedule, subject to the approval of the appropriate Dean, consisting of a basic 45 hours per week to include 36 student contact hours, including case preparation, and 9 hours of staff and committee meetings, and off-site visits for professional development.

(c) Registered Nurses, Nurse Practitioners, Physician Assistants, and Clinical Psychologists are entitled to all professional privileges afforded to teaching faculty, such as professional development activities.

## Section 19. Released/Reassigned Time

The Dean must approve, in advance, all released/reassigned time. Released/reassigned time must be served on campus or at the location specified in the grant or other program for which such time is released or reassigned. When calculating released/reassigned time, a 40-hour week base is used, and the contractual commitments are reduced by the percentage of the released or reassigned time. See examples for clarification.

### Example One

If an Instructional Faculty member is released/reassigned on a 50% basis:

- (a) their released/reassigned commitment is 22.5 hours per week;
- (b) their teaching schedule is based upon a 50% load; and
- (c) their unscheduled time is the remainder of the 45-hour work week.

### Example Two

If a Counselor is released on a 50% basis:

- (a) their released time commitment is 20 hours per week on campus:

- (b) their student obligation (in addition to any student contact time required by the released time arrangement) is 13 hours per week; and
- (c) their contractual non-student contact obligation is 1 hour per week on campus.

#### Section 20. Graduation

(a) The District and the Federation agree that it is desirable to have as many Faculty Members as possible attend and participate in graduation ceremonies each year. In order to provide a minimum attendance, the Academic Senate shall assign an alternate one-third (1/3) of the Faculty Members each year to participate in the graduation ceremonies. The contractual obligation of the non-participating two-thirds (2/3rds) of the Faculty Members shall be considered fulfilled upon completion of their examinations, office hours, and check-out procedures.

(b) To advance the goal stated in (a), the District and the Federation will encourage Part-Time Faculty Members to attend graduation and extend to them the same opportunity to secure robes and school colors as is extended to Full-time Faculty Members.

(c) In any year in which the total number of faculty in attendance at graduation ceremonies falls below 33% of the Full-Time Faculty Members, 40% of the Full-Time Faculty Members will be required to attend the following year's ceremonies.

(d) The additional faculty chosen to attend, beyond the required one-third (1/3), will be picked by a random drawing in the office of Academic Affairs with Federation representation present.

#### Section 21. Flex Time Credit

Each 10-month Full-Time Faculty Member shall be responsible for 24 hours of Professional Development and each 12-month Full-Time Faculty member shall be responsible for 9 hours of Professional Development. Full-Time Counselors shall be responsible for 9 hours of Professional Development.

(a) A total of four (4) days shall be identified for Faculty Development (Flex) on the academic calendar. A Flex day shall consist of six (6) hours.

(b) The first day of the fall semester shall be a Flex day, with six (6) hours of scheduled activities mandatory for all Full-Time Faculty Members. The morning of the first day of the spring semester shall be three (3) hours of scheduled Flex activities mandatory for all Full-Time Faculty

Members. If there is a scheduling conflict with the President's availability, the morning of the second day of the spring semester shall be used in lieu of the first day. Faculty members will be notified by email at least ninety (90) calendar days in advance of such rescheduling. The additional fifteen (15) hours of required Flex activities will be required of all 10-month Faculty and may be completed with activities selected at the Faculty Member's discretion.

El Camino College's mission is to make a positive difference in people's lives and provide innovative and excellent comprehensive educational programs and services that promote student learning, equity, and success in collaboration with our diverse communities. Hence it is imperative that faculty engage in Senate-approved professional development that unpacks, interrogates, and identifies strategies to vigilantly mitigate and dismantle systemic racism and/or addresses racial equity, diversity, and inclusion (EDI).

It is mutually agreed as follows:

10-month full-time faculty are currently required to complete 24 hours of professional development activities annually per Article 8, Section 21 of the collective bargaining agreement. Beginning with the 2021-2022 school year, all 10-month tenured and tenure-track faculty will be required to complete four (4) hours of equity focused professional development training outside of the mandated fall and spring professional development day general session each academic year. Completion of senate approved racial equity focused trainings shall count toward the completion of the required 24 hours of professional development hours for 10-month faculty. Beginning with the 2021-2022 school year, all part-time faculty will be paid to complete two hours of mandated, Senate-approved racial equity focused professional development each academic semester when employed with an active contract (fall/spring). Completion of equity focused professional development hours shall be counted separately from required District trainings per Article 10, Section 9(h). The remaining one hour, if the part-time faculty member is eligible for more than two (2) hours, shall be paid based on contracted hours per Article 8, Section 21e. Professional development (PD) hours shall be paid at the appropriate column and step of Appendix D-1, Lecture rate.

Some examples are as follows based on Article 8, Section 21e and the preceding text:

1. A PT faculty member with a six (6) unit load (eligible for three (3) paid hours of PD

per CBA)

a. If the PT faculty member completes one (1) hour of EDI PD and two (2) hours of non-EDI PD, they shall be paid for three (3) hours at the appropriate D-1 lecture rate.

b. If the PT faculty member completes three (3) hours of non-EDI PD, they shall be paid for three (3) hours at the appropriate D-1 lecture rate.

2. A PT faculty member with a four (4) unit load (eligible for two (2) paid hours of PD per CBA)

a. If the PT faculty member completes three (3) hours of EDI PD, they shall be paid for two (2) hours at the appropriate D-1 lecture rate.

b. If the PT faculty member completes three (3) hours of non-EDI PD, they shall be paid for two (2) hours at the appropriate D-1 lecture rate.

3. A PT faculty member with a two (2) unit load (eligible for one (1) paid hour of PD, per CBA)

a. If the PT faculty member completes two (2) hours of EDI PD, they shall be paid for two (2) hours at the appropriate D-1 lecture rate.

b. If the PT faculty member completes two (2) hours of non-EDI PD, they shall be paid for one (1) hour at the appropriate D-1 lecture rate.

(1) If a Faculty Member misses a mandatory Flex day, they shall be charged under the appropriate leave account in proportion to the missed flex time and may not make up the absence. For the purposes of this Article, six hours of flex time shall be equal to one day of absence. Any portion of the six hours missed shall be considered a partial absence and shall be charged accordingly. For example, if a Faculty Member misses the fall flex day (6 hours) they will be charged with one (1) day (8 hours based on a 40-hour work week) of absence. If a Faculty Member misses the spring flex day (3 hours), they will be charged with one-half day (1/2) day (4 hours based on a 40-hour work week) of absence.

(2) A Faculty Member must submit the additional 15 hours of required flex activities by June 1, which can include scheduled events that will occur between June 1 and June 30. No flex credit hours may be submitted for non-scheduled activities (i.e., watching videos or reading a book) occurring after June 1. A Faculty Member's pay shall be deducted for any of the 15 flex hours not completed.



(c) Faculty Members on extended leave (e.g., sabbatical, study abroad, faculty exchange, catastrophic illness, etc.) shall have their twenty-four (24) hour Flex obligation proportionately reduced for that academic year.

(d) The Flex requirements shall apply equally to Full-Time Temporary Faculty Members, with the twenty-four (24) hour requirement pro-rated if the assignment is less than 100%.

(e) Each Part-Time Faculty Member shall be responsible for completion of Professional Development flex time equal to one-half (1/2) hour of professional development activities for each semester unit taught in the fall and spring semesters up to a maximum of three (3) hours per semester. Flex time shall be payable at the appropriate column of Appendix D-1, Lecture, Step 1 rate. Part-Time Faculty Flex hours shall not be computed as part of the teaching load.

#### Section 22. New Faculty Learning Academy

Faculty Members, newly hired to a full-time tenure track position, may be required by their Dean to attend the New Faculty Learning Academy. The New Faculty Learning Academy will consist of up to four (4) two- (2) hour sessions in the first fall semester of their employment. The District shall provide Flex Time credit, hour for hour, for all new Full-Time Faculty Members who attend.

#### Section 23. Safety

(a) The District shall provide work and workplaces that are safe and healthful. The District and employees will follow applicable job safety and health laws while conducting District business. The Federation will cooperate with the District in encouraging employees to maintain a safe and healthy work environment.

(b) The Federation shall have a designated representative on the District Safety & Health Committee.

#### Section 24. Dual Enrollment

Classes offered at high school campuses, as mutually agreed upon between the ECC District and the local school district, may be taught by qualified high school teachers who meet District minimum qualifications and are being paid by their local district per their local school contract. A qualified high school instructor teaching a course offered for college credit at a high school campus will not displace

or result in the termination of an existing El Camino faculty member teaching the same course at the District.

- (a) Part-time faculty may refuse teaching and counseling dual enrollment assignments at high school sites and shall not count as a decline of employment under paragraph 3.1 a, but shall count as an offer of employment for the semester (Article 8, Section 14).
- (b) If a part-time faculty member is on the RPL, refusal of a dual enrollment course at a high school worksite does not constitute a refusal of an assignment as enumerated in Article 8, Section 14.
- (c) El Camino College dual enrollment faculty who are not also employed by the high school district site where they are teaching shall receive the following:
  - (c)1 – mileage reimbursement calculated based on a round trip (R/T) from El Camino College to the high school site for scheduled teaching and counseling days. This shall be paid out at the district mileage rate.
  - (c)2 – If the dual enrollment course is canceled, the assigned instructor will be paid for the course up to and including the canceled class day, be given up to one hour of pay (at the appropriate part-time rate), and R/T mileage reimbursement to return to the site to remove belongings from the classroom.
  - (c)3 – Dual enrollment faculty shall be paid a \$100 stipend upon completion of the course.
- (d) All dual enrollment courses shall fulfill the required El Camino College classroom hours to meet credit requirements of the course outline of record (COR) and for courses taught by El Camino faculty will not exceed the hours listed on the COR.

## ARTICLE 9 - WINTER AND SUMMER SESSION ASSIGNMENTS

### Section 1. Procedure

By the 6<sup>th</sup> week of instruction during the fall or spring semesters, respectively, the Deans of the instructional divisions will provide Full-Time Faculty members who desire to teach, a tentative schedule and the opportunity to submit their requests for winter or summer session teaching assignments. The Deans of the instructional divisions will review these requests and will make tentative winter or summer session assignments to Full-Time Faculty members in their divisions based on the priority position of Faculty members in accordance with Section 2 of this Article.

### Section 2. Priorities

(a) Full-Time Faculty Members shall have a preference in priority order in choosing among winter and summer session classes which are to be offered (which they are qualified to teach) and among the times the classes are offered.

(b) Each Dean shall determine, among those Full-Time Faculty Members by department in the division who request a teaching assignment during the winter or summer session, those who are qualified by virtue of prior experience and training for such assignments. For purposes of this Article, a Full-Time Faculty Member will be considered a member of that department in which the Full-Time Faculty Member teaches the majority of their teaching load, including overload, during the then-current academic year. No Full-Time Faculty Member will earn priority in more than one (1) department; however, priority in one department does not preclude a teaching assignment in another department.

(c) (1) WINTER SESSION: A list of Full-Time Faculty Members by department in the order of their current year winter session priorities will be prepared and distributed to all the members of the division by each Dean within twenty (20) working days after the beginning of the spring semester.

(2) SUMMER SESSION: A list of Full-Time Faculty Members by department in the order of their current year summer session priorities will be prepared and distributed to all

the members of the division by each Dean within twenty (20) working days after the beginning of the fall semester.

Any problems respecting the equitable application of departmental designation for winter or summer session priorities will be resolved by the concerned Dean and the President of the Federation, or designee, prior to June 1<sup>st</sup> for winter session and December 1<sup>st</sup> for summer session. The decision of the Dean and the Federation President, or designee, is final and binding and is not subject to the grievance procedure.

(d) Assignments to winter or summer session teaching will be made among those qualified according to the priorities designated in Section 4. If there are more qualified Full-Time Faculty Members in any priority than there are positions available in that priority, the choice among the qualified Full-Time Faculty Members in that priority will be based on the Faculty Member's length of service with the District. Where the length of service is equal, the selection will be determined by highest placement on the seniority list.

(e) If there are more positions in a given division available than there are qualified Full-Time Faculty Members who desire to teach, and if currently employed Part-Time Faculty Members in that division are qualified for those positions, those Part-Time Faculty Members who have been continuously employed for three (3) semesters or more shall have priority.

(f) The Dean may offer the assignment to any other qualified person if the position remains unfilled after the procedures of this Section have been complied with.

### Section 3. Adjustments

(a) It is understood that the list of classes to be taught in the winter or summer session is a tentative list, that classes may be dropped or changed, and that changes in assignments must be made to accommodate those situations. It is also understood that most assignments will be full assignments as defined below in this section, but that some assignments will be partial either due to original planning or later adjustments. For the purposes of assignment distribution in the winter or summer session and establishing winter or summer session priority under Section 4 or Section 5 of this Article, a full teaching assignment equivalency shall be eighteen (18) hours per week. A partial teaching assignment of ten (10) or more hours per week for six or eight-week sessions or twelve (12) or more hours per week for five or seven-week sessions shall count as a full assignment

for the winter or summer it was incurred. A partial teaching assignment of twelve (12) or more hours per week for five or seven-week sessions shall count as a full assignment for the winter or summer it was incurred. A partial teaching assignment of less than ten (10) hours per week for six or eight-week sessions, or less than twelve (12) hours per week for five or seven-week sessions, shall not be counted as a winter or summer assignment except when such assignment combined with a partial assignment for a previous winter or summer within a three (3) year period exceeds fourteen (14) or more hours per week. In such a case, the combined partial assignments totaling more than fourteen (14) or more hours per week shall be counted as a full session teaching assignment for the most recent session in which the Full-Time Faculty Member has taught.

(b) In the event that a Faculty Member's winter or summer session class is being considered for cancellation, the Dean/Associate Dean/Director will first notify the affected Faculty Member of any changes to location, modality, or time that could prevent cancellation. If such changes would prevent cancellation and the affected Faculty Member consents to these changes, the Dean/Associate Dean/Director and Faculty Member shall mutually agree to and execute those changes. If, however, the class is still cancelled, the Faculty Member will not displace another Faculty Member (full-time or part-time).

#### Section 4. Winter Session Priority Schedule

The following schedule is based on a consideration of winters eligible for assignment to winter session teaching and the number and sequence of winters taught (or otherwise employed by the District at a rate of compensation based on the regular salary schedule) during the past three winters. For Full-Time Faculty Members, eligibility for assignment to winter session teaching begins with the first winter following their initial service as contract Full-Time Faculty Members. Leaves of absence shall have no effect on eligibility for winter session priority. All winter classes taught by a Full-Time Faculty Member, regardless of the division in which such classes are offered, shall be counted in determining winter session priority.

<i>Number of Current Winter Eligible Priority</i>	<i>Total Winter Taught</i>	<i>Previous Winters Taught*</i>			<i>Current Year Priority</i>
		Column 3	Column 2	Column 1	
3	0	0	0	0	1
3	1	1	0	0	2
3	1	0	1	0	3
3	1	0	0	1	4
2	0		0	0	5
3	2	1	1	0	6
3	2	1	0	1	7
3	2	0	1	1	8
2	1		1	0	9
2	1		0	1	10
1	0			0	11
3	3	1	1	1	12
2	2		1	1	13
1	1			1	14
0					15

\* Columns 1-3 reflect the teaching history of the immediate past three winters; *i.e.*, Column 1 refers to last winter, Column 2 to the winter before that, etc.

#### Section 5. Summer Session Priority Schedule

The following schedule is based on a consideration of summers eligible for assignment to summer session teaching and the number and sequence of summers taught (or otherwise employed by the District at a rate of compensation based on the regular salary schedule) during the past three summers. For Full-Time Faculty Members, eligibility for assignment to summer session teaching begins with the first summer following their initial service as contract Full-Time Faculty Members. Leaves of absence shall have no effect on eligibility for summer session priority. All summer classes taught by a Full-Time Faculty Member, regardless of the division in which such classes are offered, shall be counted in determining summer session priority.

<i>Number of Current Summer Eligible Priority</i>	<i>Total Summer Taught</i>	<i>Previous Summers Taught*</i>			<i>Current Year Priority</i>
		Column 3	Column 2	Column 1	
3	0	0	0	0	1
3	1	1	0	0	2
3	1	0	1	0	3
3	1	0	0	1	4
2	0		0	0	5
3	2	1	1	0	6
3	2	1	0	1	7
3	2	0	1	1	8
2	1		1	0	9
2	1		0	1	10
1	0			0	11
3	3	1	1	1	12
2	2		1	1	13
1	1			1	14
0					15

\* Columns 1-3 reflect the teaching history of the immediate past three summers; *i.e.*, Column 1 refers to last summer, Column 2 to the summer before that, etc.

Section 6. Study Abroad

(a) Full-Time Faculty Members chosen for Study Abroad winter or summer assignments cannot be displaced by other Full-Time Faculty Members who have higher winter or summer priority.

(b) Any winter or summer class taught by a Full-Time Faculty Member for Study Abroad, regardless of the Division in which such a class is offered, shall be counted in determining winter or summer session priority.

Section 7. Librarians

Each year that the District has a winter or summer session that requires normal library services, at least three (3) Librarians will be assigned each scheduled day of the winter or summer for the winter or summer session period. Selection of the Librarians will be determined by the priority system of Sections 2, 4 and 5 of this Article.

Section 8. Cooperative Career Education

The college may offer Cooperative Career Education classes during the winter or summer sessions covered by the current Agreement. Compensation will remain as stated in Article 10, Section 16. (See Article 10, Section 16(c) for maximum number of students during the covered winter or summer sessions.)



## ARTICLE 10 - COMPENSATION

### Section 1. Definitions

(a) A Contract, Regular, or Full-Time Temporary Faculty Member as described in Article 6, Sections 1, 2, and 5 is defined as a Full-Time Faculty Member for the purposes of this Agreement;

(b) All other Faculty Members covered by this Agreement shall be deemed to be Part-Time Faculty Members.

### Section 2. Compensation For Full-Time Faculty Members

(a) The full-time faculty member shall be compensated on the basis of an Academic 175 work day schedule, 200 work day schedule, or Fiscal Year contract salary as set forth in Appendix C-1, C-2, or C-3.

(b) Effective July 1, 2022, all salary schedules shall be increased by 9% (Appendix C1, C2, D2, D3, and D4). An additional 4% longevity increase commencing at Step 16 shall be effective July 1, 2022 for Appendix C1 and C2.

Effective July 1, 2023, Appendix C1, C2, and C3 shall be revised by moving Step 16 to Step 15, Step 20 to Step 16, Step 24 to Step 20, Step 28 to Step 24, and Step 30 to Step 28, and creating a new Step 30 by adding \$3,000 to the previous salary for Step 30. The District shall increase the revised Appendices (C1, C2, and C3) by 6.165% and also increase Appendix D2, D3, and D4 by 6.165%. An additional 2% longevity increase commencing at Step 30 shall be added to Appendix C1, C2, and C3 effective July 1, 2023.

(c) The salary schedules are based upon completion of a full academic or fiscal year, as the case may be, at a one hundred percent (100%) assignment, subject to an allowable deviation in an Instructor's teaching load as set forth in the Faculty Load Policy, Appendix B. Full-Time Faculty Members whose assignment is for less than one hundred percent (100%) or who serve less than a complete year shall be compensated on a pro rata basis.

(d) Advancement to Step 30 will no longer require 30 years of employment in the District. Advancement to Step 30 for eligible employees shall be for the entire 2016-17 academic year.

### Section 3. Initial Salary Schedule Placement

A newly employed Full-Time Faculty Member shall be placed by the District on the appropriate salary schedule, subject to the following provisions:

(a) Class placement will be determined based on official transcripts submitted to the District and the credential(s) held and received by either August 1<sup>st</sup> prior to the start of the fall semester and January 15<sup>th</sup> prior to the start of the spring semester. Documentation received after this deadline will result in an applicable salary increase effective beginning with the start of the next semester. Faculty Members employed to teach specialized vocational courses, as defined by the District, shall be placed on the appropriate class of the salary schedule for "Faculty Members Employed on an Academic Year Basis," Appendix C according to the provisions of the "Vocational Instructors Equivalency Table," Appendix F.

(b) (1) Step placement will be determined by the District, not to exceed a maximum of eight (8) years (Step 9 on the Salary Schedule) upon receipt of employment verification by either

August 1<sup>st</sup> prior to the start of the fall semester or January 15<sup>th</sup> prior to the start of the spring semester. Documentation received after this deadline will result in an applicable salary increase effective beginning with the start of the next semester.

(2) Steps 1, 2, and 3 have been eliminated; thus, a newly employed Faculty Member's initial step placement will be based on years of experience, to wit: those with three (3) years or less experience will be placed on Step 4; those with four (4) years' experience will be placed on Step 5, and so on to the limit of Step 9 for those with eight (8) or more years' experience.

(3) Step credit shall be granted based on previous full-time and part-time teaching experience and for a Counselor or Coordinator shall be granted based on previous full-time and part-time experience in that profession within an academic institution or in clinical counseling. For Faculty Members employed as Registered Nurses, Nurse Practitioners, Physician Assistants, Disability Specialists and Librarians, or those who teach data processing, nursing or specialized vocational courses, as defined by the District, credit also will be granted for previous full-time and part-time, non-teaching work experience in the vocational field the Faculty Member is employed to teach. Full-time equivalency of part-time teaching and part-time work

experience in a related profession shall be calculated, for the purpose of step credit, in accordance with Article 10, Section 9(g).

(4) For Instructors who have college teaching experience in an accredited college or university prior to appointment as Full-Time Faculty Members, initial salary placement as provided in subsections (a) and (b) of this Section shall be determined by granting one (1) step on the salary schedule for each full-time academic year of teaching experience or its equivalent in accumulated part-time teaching experience. This rule is also applicable to part-time instructors being placed for summer session compensation purposes.

(5) Step placement for any Faculty Member who has previous part-time experience in either a clinical or college environment as a counselor or coordinator, or who has part-time work experience as a Librarian, Nurse, Nurse Practitioner, or Physician's Assistant, and who is employed for a contract position in any specific classification in which he/she had the part-time experience, shall be determined by granting one year's experience for each 1,050 hours (for a ten (10) month position) and 1,560 hours (for a twelve (12) month position). A maximum of eight (8) years of experience shall be allowed, including years credited in Subsection (b) of this Section. The maximum credit for any fiscal year is one year of experience.

(6) The above initial placement rules are to be effective as to all instructors who are initially hired as full-time after the effective date January 1, 1999. Those who were initially placed under a previous agreement shall remain covered by the rules that were effective at the time of their full-time hire by the District. However, placement for Part-Time Instructors will be subject to adjustment each summer.

#### Section 4. Step Increments

A Full-Time Faculty Member shall be granted in each subsequent contract year one (1) increment step on the appropriate salary schedule upon satisfactory completion of at least seventy-five percent (75%) of the number of days of required service, including days of paid leave and sabbatical leave, in the preceding year, until the maximum step allowed has been reached.

### Section 5. Salary Schedule Class Advancement

(a) To qualify to advance from one class to another class, a Faculty Member shall have completed additional units or degrees as required.

(b) A Faculty Member who qualifies to advance from one class to another class as provided in sub-section (a) of this Section shall file with the office of the Vice President - Human Resources an application for salary schedule advancement along with required supporting documents including official transcripts or acceptable certification. Placement will become effective at the start of the semester following approval for salary schedule advancement by the Board of Trustees.

(c) Faculty Members at the top step, moving to Class 4 and 5 will be advanced in Step placement not to exceed two (2) steps for any year, according to the total number of year's credit within the District.

### Section 6. Acceptable Units And Degrees

Units and degrees acceptable for placement and advancement on salary schedules shall be governed by the following provisions:

(a) Units and degrees acceptable for placement must be earned and received from an institution of higher learning formally accredited by an organization or association belonging to and/or recognized by the Council on Post-Secondary Accreditation (including the Western Association of Schools and Colleges). Honorary degrees are not acceptable for placement and/or advancement on the salary schedule. Units which are not accepted for credit by the institution where such courses were taken will not be acceptable for placement and/or advancement on the salary schedule except as provided in subsection (d) or (e) of this Section.

(b) Units earned before the Bachelor's degree are to be used for Bachelor's degree credit only.

(c) Units for placement on the Class III, Master's degree and 24 semester units, and units for placement on Class IV, Master's degree and 48 semester units must be units which are acceptable by a university or college for credit toward a Master's or Doctor's degree, or are acceptable at the discretion of the Vice President - Human Resources. These units may be taken before, during, or after completion of a Master's degree program and must be in addition to and

separate from units required for a Master's degree. Such units or work shall be related to an improvement in teaching, administration techniques, or increased knowledge in the Faculty Member's specific area. Prior approval for units in another area should be obtained from the Academic Senate's Vice President of Professional Development and submitted as a recommendation for salary advancement to the Vice President of Human Resources. Units submitted for consideration without such prior approval will not be accepted.

(d) All units which are not acceptable by a university or college for a Master's or Doctor's degree are acceptable only with prior approval of the Vice President - Human Resources.

(e) Units submitted for placement from foreign institutions of higher learning shall be evaluated by the Vice President - Human Resources or submitted to the University of California or any other institution deemed appropriate for evaluation.

#### Section 7. Overload And Substitute Pay

(a) A Faculty Member will be compensated at the hourly rate set forth in subsection (c) of this Section for each hour assigned as a substitute Instructor.

(b) In the event a Full-time Faculty Member continues as a substitute for such class or classes for a period in excess of two (2) weeks, the substitute rate or any such continuous substitute teaching in excess of two (2) weeks will be at the rate set forth in the schedule listed in Appendix D-3 plus 15%. During Summer Sessions this applies if the substitution is in excess of one (1) week.

(c) A Full-Time Faculty Member (instructional and non-instructional) will be compensated at the rate set forth in Appendix D-5 for an overload assignment calculated according to the provisions of the Faculty Load Policy, Appendix B.

(d) A Counselor, Coordinator, Registered Nurse, Nurse Practitioner, Physician's Assistant, Librarian who agrees to undertake student contact counseling duties, librarian duties, or nursing duties, respectively, in excess of forty (40) hours of service as specified in Article 8, Sections 15(a) 16(b), 17(a), and 18(b) will be compensated at the rate in Appendix D-5.

(e) A Full-Time Faculty Member who substitutes during any academic session will be assigned as the "Teacher of Record" and compensated as such in the event that the Substitute, the replaced Faculty Member, and the Dean concur that responsibility for final testing and grading

rests with the Substitute. Compensation as “Teacher of Record” will be retroactive to when substitute instruction began.

(f) Part-Time instructors who substitute may be assigned as “Teacher of Record” during Fall or Spring Semester, subject to teaching load limitations. Such limitations are not applicable in the Winter/Summer Session.

#### Section 8. Summer and Other Sessions Compensation

(a) Compensation of Full-Time Faculty Members assigned to teach in a summer session shall be at the rate of one-nine hundredth (1/900<sup>th</sup>) for lecture or extensive labs and one-thousandth (1/1000<sup>th</sup>) for lab instruction of the annual salary for the prior semester of the Faculty Member, as set forth on the Salary Schedule for Faculty Members employed on Academic Year basis (Appendix C-1), for each hour of instruction in the classroom and the laboratory. It does not apply to office hours required by Article 8, Section 3(a).

(b) For assignments other than classroom teaching, Full-Time Faculty Members employed on an Academic Year basis shall be compensated according to Article 10, Sections 13(a) and (b).

(c) Compensation of Part-Time Faculty Members assigned to teach in a summer session shall be at the rate of one-nine hundredth (1/900<sup>th</sup>) for lecture or extensive labs and one one-thousandth (1/1000<sup>th</sup>) for lab instruction of the annual salary of the appropriate Class and Step of the previous semester's Salary Schedule (Appendix C-1) for each hour of instruction in the classroom and the laboratory. Placement on the Salary Schedule is commensurate with their earned degrees and units and their years of full-time equivalent service with the District and other California accredited colleges and universities. The Part-Time Faculty Member is responsible for providing the appropriate documentation of the Faculty Member's service with other accredited colleges and universities prior to the start of the summer session. The placement in effect at the start of the summer session is final. It is understood that placement on the salary schedule is for summer session only. Part-Time Faculty Members are also required to maintain office hours as required by Article 8, Section 3(f).

(d) Assignments to teach in any winter intersession or spring break will be compensated on the same basis as summer sessions.

(e) Retirees will be placed at the class and step (minus any longevity or anniversary increments) on which they were placed at the time of their retirement from the College.

#### Section 9. Part-Time Faculty Members

For purposes of defining parity between Full-Time and Part-Time Faculty, “standard assignments” will be used. These standard assignments are not intended to alter full-time faculty obligations as defined in the remainder of the agreement.

(a)(1) The standard teaching assignment for full-time El Camino College classroom teaching faculty members is based on forty (40) hours per week with thirty (30) hours given to instruction load, preparation, and grading (75%), five (5) office hours (12.5%), and five (5) hours of other professional obligations (12.5%). Instructional Part-Time Faculty will be paid for teaching assignments on a “pay-by-course” basis using the standard teaching hours associated with the assignment, rather than the actual hours served during the semester. Compensation parity will be 75% of the Full-Time Faculty Schedule (Appendix C-1) for instruction hours and 87.5% of Full-Time Faculty Salary Schedule if office hours or equivalent obligations are included, excluding five (5) hours of other professional obligations. Should office space be unavailable other hours may be assigned upon mutual agreement between the Part-Time Faculty Member and Dean. Part-time instructional faculty who choose to offer office hours shall submit to the Dean/Associate Dean/Director a schedule of office hours prior to the start of the semester and shall maintain their office time schedule on campus, or at a designated workplace that is mutually agreeable to the part-time faculty member and the Dean/Associate Dean/Director. Approved office hours shall be included on the syllabus. Part-time faculty office hours shall be compensated at the rate of one (1) hour for each 20% of lecture load or equivalent rounded down to the nearest whole hour, up to a maximum of three (3) paid office hours per week. Office hours shall be payable at the Appendix D-1, Lecture, Step 1 rate.

(a)(2) The standard assignment for full-time non-classroom faculty members is based on forty (40) hours per week with twenty-eight (28) hours given to student contact, seven (7) hours of preparation, and five (5) hours of other professional obligations. Therefore, Part-Time Non-Classroom Faculty compensation parity will be 87.5% of the Full-Time Faculty Salary Schedule (Appendix C-1).

(b) The Part-time Lecture Salary Schedule provides a six-step schedule with a Bachelor's Column I and a Master's Column II. The same academic preparation will be required for each column as provided in the Agreement for Full-Time Faculty. Each of the six (6) steps shall be equivalent to 64% of a full-time lecture load or extensive lab on Columns I and II, Steps 4 through 9 of the Full-Time Academic Salary Schedule. The only unit members who will be placed on Column I will be those initially hired on or after August 1, 2001 who do not qualify for Column II (see Lecture Rate in Appendix D-1).

(c) The Part-time Laboratory Salary Schedule provides a six-step schedule with Bachelor's Column I and a Master's Column II. The same academic preparation will be required for each column as provided in the Agreement for Full-time Faculty. Each of the six (6) steps shall be equivalent to 68% of a full-time laboratory load on Columns I and II, Steps 4 through 9 of the Full-Time Academic Salary Schedule. The only unit members who will be placed on Column I will be those initially hired on or after August 1, 2001, who do not qualify for Column II (see Lab Rate in Appendix D-1).

(d) The Part-Time Non-Instructional Salary Schedule will provide a six-step schedule with a Bachelor's Column I and a Master's Column II. The same academic preparation will be required for each column as provided in the Agreement for Full-Time Faculty. Each of the six (6) steps shall be equivalent to 75% of a Full-Time Non-Instructional Faculty load (based on twenty-eight (28) contact hours per week) on Columns I and II, Steps 4 through 9 of the Full-Time Academic Salary Schedule. The only unit members who will be placed on Column I will be those initially hired on or after August 1, 2001 who do not qualify for Column II (see Non-Instructional Schedule in Appendix D-1).

(e) After initial placement, Part-Time Faculty Members will be compensated on a semester basis according to the number of class hours assigned per semester and on cumulative semesters of instruction for the District at Step 1 for the first through completion of the second semester, at Step 2 for the third through completion of the fourth semester, at Step 3 for the fifth through completion of the sixth semester, at Step 4 for the seventh through completion of the eighth semester, at Step 5 for the ninth through completion of the tenth semester, and effective at Step 6 for the eleventh semester and thereafter. Step advancement for Non-Instructional Faculty



Members will occur at the beginning of each fall semester upon verified completion of 120 hours. (Refer to Appendix D-1).

(f) Initial placement on the Part-Time Salary Schedules (Appendix D-1) will be determined by earned degrees and years of FTE (Full Time Equivalent) service with the District and other accredited colleges and universities provided that documentation to verify education and experience is submitted to Human Resources by either August 1<sup>st</sup> prior to the start of the fall semester and January 15<sup>th</sup> prior to the start of the spring semester for which they are initially hired. FTE service for Non-Instructional Faculty will be granted for each 1050 hours of related experience. Documentation received after this deadline will result in an applicable salary increase effective beginning with the start of the next semester.

(g) The semester stipend includes participation in required District trainings, not to exceed four hours per semester. Part-time faculty are not required to attend departmental and division meetings.

(h) Any further reductions or discontinuances in the State's part-time categorical equity funding for community colleges that is implemented in the State budget on or after July 1, 2012, shall also reduce the part-time hourly rate in the fiscal year(s) in which the reduction occurs. The District and the Federation will meet and negotiate to determine in what proportion the schedules should be reduced.

(i) For each hour a Part-Time Faculty Member is absent without pay, the Stipend Per Semester in subsection (1) of this Section shall be reduced by one-sixteenth (1/16<sup>th</sup>).

(j) A Part-Time Faculty Member will be compensated at the hourly rate set forth in Section 7(a) of this Article for each hour assigned as a substitute Instructor. If the period of substitute instruction is to be more than eight (8) consecutive weeks during the semester, refer to Article 6, Classification of Faculty Member, Section 1(a).

(k) A Part-Time Faculty Member on special assignment will be compensated at no less than one-half (½) of the hourly rate set forth in Section 7(c) of this Article. (Reference Appendix D-3.)

(l) At least eight (8) weeks before the beginning of a semester, each Part-Time Faculty Member who has been employed as a Part-Time Faculty Member in the preceding semester shall receive written notification from the Vice President-Academic Affairs or designee of that Part-

Time Faculty Member's tentative course assignment(s) for the following semester. The Part-Time Faculty Member shall return a signed copy of such notice at least six (6) weeks before the beginning of the semester indicating acceptance or rejection of such tentative assignment(s). A Part-Time Faculty Member who will not be offered a teaching assignment for the next semester will be notified in writing at least four (4) weeks before the beginning of the semester that no assignment is anticipated.

(m) Part-time Faculty may be listed in the schedule of classes.

(n) Part-time psychologist shall be paid at Rate 1 as set forth in Appendix D-3.

(o) Appendix D-1 Part-Time Faculty Salary Schedule shall be increased by 9% effective July 1, 2022 and 6.165% effective July 1, 2023, the same percentage/COLA amounts provided for Full-Time Faculty. Part-Time Faculty who have completed 2 years after reaching Step 6, shall receive an additional 4% longevity increase commencing July 1, 2024.

Section 10. Reassigned Time

(a) District shall grant reassigned time to Full-Time Instructors assigned to duties during the applicable semester as follows:

Forensics Coach	-	40%
Band Director (Jazz or Symphonic)	-	16-2/3%
Chorale Director	-	16-2/3%
Assistant Forensics Coach	-	40%
Journalism Advisor	-	40%
Journalism Coordinator	-	20%

In addition to the reassigned time, the Forensics Coach will be paid a full-time stipend, as set forth in Appendix D-4, at the conclusion of the Coach's coaching duties for the academic year.

(b) The District shall grant reassigned time to Full-Time Instructors assigned to duties during the semester of the production to which the Instructor is assigned.

Dance Production		
Director		16-2/3%
Play Production		
Director		16-2/3%
Technical Director		16-2/3%
Musical Theater Production		
Director		33-1/3%

Technical Director	33-1/3%
Choir Director	16-2/3%
Music Director/Conductor	40%

(c) Assigned time may be granted by the District for Special Assignments in conformity with Appendix B.

(d) The District may employ Part-Time Directors, Assistant Directors, Conductors, and Choreographers, in which event the District will compensate any such employee at the part-time stipend, set forth in Appendix D-4, for each week that the employee is assigned to perform such services. Partial weeks shall be compensated on a pro rata basis. Any such employee designated as the Instructor of record will also be compensated as provided by Section 9 of this Article.

Section 11. Athletic Coaches

(a) An Instructor who has an athletic coaching assignment will be provided additional compensation. In addition to the intercollegiate class which represents a teaching load (currently .50FTEF), the head coach will receive a stipend as specified in Appendix D-2 of which 50% will be paid in the fall semester and 50% will be paid in the spring semester.

(b) A Full-Time Faculty Member assigned as an Assistant Coach and not identified in the above stipend chart will receive up to 50% of the head coach's stipend of the sport coached.

(c) A part-time assistant coach may be employed for a partial part-time coaching assignment on a pro rata basis.

(d) In the event both the head coach and assistant coach are assigned to teach the course, the load will be proportionally split based on the recommendation of the dean and the head coach.

Section 12. Faculty Advisor Pay

A Faculty Member employed on an academic year basis who is assigned as a faculty advisor to assist the Counseling Division in consultations with students concerning academic advising and program and vocation planning purposes during peak demand periods for such counseling services shall be paid at the appropriate hourly rate set forth in Appendix D-3.

### Section 13. Extra Service Pay

(a) A Faculty Member employed on an academic year basis who is assigned to perform instructional services on days not otherwise required as part of the contract of service with the District shall be compensated at the appropriate hourly rate set forth in Appendix D-3.

(b) Counselors, Librarians, Registered Nurses, Nurse Practitioners, Physician Assistants, Faculty Coordinators, Disability Specialists and Clinical Psychologists assigned to perform professional counseling, library, nursing, or faculty coordinating services on days not otherwise required as part of the contract of service with the District shall be compensated at a daily rate of 1/175<sup>th</sup> or 1/200<sup>th</sup> or 1/222<sup>nd</sup> of the Faculty Member's yearly salary, whichever is applicable.

### Section 14. Pay For Grants and/or Special Programs

(a) The District and any Faculty Member may mutually agree upon the Faculty Member's compensation for special programs, grants or other services not otherwise covered in this Agreement. Such an assignment and compensation are in addition to the Faculty Member's normal assignment and compensation as otherwise provided by this Agreement.

(b) The District may employ persons not covered by this Agreement to perform instructional or other services for such special programs and may employ persons covered by this Agreement especially for such programs and the District and any such persons will agree on the compensation for the services of such persons for such programs provided that such programs are first offered to qualified Faculty Members at the same compensation the District would pay to employed persons not covered by this Agreement.

(c) Appendix D-3 Special Rates of Pay for Faculty, the Pay Schedule for Special Assignments, and grants shall establish compensation for special assignment, grants, contract education, professional casual employees, and at-will employees.

(d) Stipend assignments, unless otherwise covered in this Agreement, will be paid on the 5<sup>th</sup> of the month following completion of the assignment. Appropriate time sheets must be submitted by the Dean to Payroll to ensure timely payment.

### Section 15. Pay Proration

If a Full-Time Faculty Member does not complete the yearly contract of service with the District, such Faculty Member's pay will be prorated based on the number of days of services performed, provided that a Faculty Member employed on an academic year basis who serves a complete semester shall receive not less than one-half of the yearly contract salary. The Faculty Member or the Faculty Member's estate in the event of the faculty member's death shall be required to reimburse the District for any overpayment.

### Section 16. Cooperative Work Experience Education Pay

(a) The District may offer Cooperative Work Experience Education; the rules, regulations, and procedures are set forth in the Cooperative Work Experience Faculty Handbook.

(b) A Cooperative Work Experience education assignment during a regular semester shall be compensated at not to exceed six (6) hours for each student on the basis of:

- (1) First conference with each student to be held on campus for one hour.
- (2) First on-the-job Employer/Instructor conference for one hour.
- (3) Mid-semester, in-service, preparation, and record review for one-half hour.
- (4) Second meeting with each student to be held at the student's employment site for one hour.
- (5) Second on-the-job Employer/Instructor conference for one hour.
- (6) Third conference with each student to be held on-campus for one hour.
- (7) End of semester in-service, preparation, and record review for one-half hour.

(c) The number of Cooperative Work Experience Education students assigned to a Full-Time Faculty Member during a regular semester shall not exceed twenty (20), except with the approval of the Vice President-Academic Affairs. The Faculty Members who teach Cooperative Work Experience Education classes during the summer sessions covered by this Agreement will be allowed a maximum of twelve (12) students. Otherwise, their compensation will remain as stated in this Article.

(d) A Faculty Member assigned to teach Cooperative Work Experience Education students during a fall or spring semester shall be compensated on a lump-sum basis on the hourly rate as provided in subsection (e) of this Section based on the hourly rate set forth in Section 7(c)

of this Article times the number of assigned hours of service performed not to exceed six (6) hours per student during a regular semester.

(e) Compensation for a Cooperative Work Experience Education assignment during a regular semester shall be paid at the end of the 12th week and at the end of the semester, after completion of the clearance procedures. All documentation for compensation will be submitted no later than the last day of the semester in which the Faculty Member was assigned to teach Cooperative Work Experience Education students.

(f) Mileage will be reimbursed by the District in accordance with the rate specified in Board Policy.

#### Section 17. Large Class Size

(a) The Dean may designate certain sections to have a large class size and the maximum enrollment in each such section to be either less than two times or three times the normal class size (N.C.S.).

(b) Instructors who agree to teach sections of classes designated as large class size will be credited with adjusted loads in accordance with the following schedule. The Dean will use the maximum enrollment prior to the census date to determine large class size, provided that the maximum so determined shall not be larger than the enrollment designated for the section as provided in subsection (a).

<u>Class Size</u>	<u>Adjusted Load</u>
1. Less than 1.5 x N.C.S.	1.00 x Load
2. At least 1.5 x N.C.S. and less than 2.0 x N.C.S.	1.25 x Load
3. At least 2.0 and less than 3.0 x N.C.S.	1.50 x Load

#### Section 18. Anniversary Increments

Full-time employees who were placed on Step 28 for academic year 2014-15 will advance to Step 30 commencing academic year 2016-17. This advancement results from the agreement to delete the requirement on the salary schedule that previously stated: "Step 30 requires 30 years of full-time service with El Camino College."

### Section 19. Independent Study Compensation

(a) The District may offer courses of Independent Study. The Dean of the Division in which the Independent Study will be offered shall approve or disapprove each course to be offered.

(b) An Independent Study assignment during a regular semester shall be compensated at the rate of five (5) hours for each student for each unit of Independent Study credit granted, as set forth in (d) below.

(c) The number of Independent Study students assigned to a Faculty Member during a regular semester shall not exceed three (3), except with the approval of the Dean of the Division in which the credit is granted. The Faculty Members who teach Independent Study students during other sessions covered by this Agreement will be allowed a maximum of two (2) Independent Study students. Otherwise, their compensation will remain as stated in this Article.

(d) A Faculty Member assigned to Independent Study students shall be compensated by a lump-sum as provided in subsection 9(b) of this Section based on the Rate I, Appendix D-3.

(e) Compensation for an Independent Study assignment shall be earned and paid after the student has completed all course requirements.

### Section 20. Credit By Exam

Faculty who facilitate Credit By Examination shall be paid in accordance with Section 7(c) of this Article, one to two hours as approved by the Dean. Exceptions to the hour limitation may occur upon approval by the Dean.

### Section 21. Voluntary Work Reduction

(a) A Full-Time Faculty Member may request a reduced load for any semester or academic or fiscal year. If the District agrees to such a reduced load, the agreement will be memorialized in writing between the District and the Faculty Member. The Faculty Member on reduced-load status shall be compensated on a pro rata basis for any period of such reduced load and the office-hour and days on campus obligation shall be reduced proportionately. A Faculty Member participating in a voluntary work reduction remains eligible for Winter/Summer session priority as provided in Article 9.

(b) If the Full-Time Faculty Member's reduced assignment is fifty percent (50%) or more, the Faculty Member will continue to receive insurance benefits on the same terms as a Faculty Member with a one hundred percent (100%) assignment.

(c) If the Faculty Member's reduced load is below fifty percent (50%) for reasons other than Family Medical Leave or paid leave of absences under Article 11 or Article 13 of this Document, the Faculty Member will assume all costs for insurance benefits (District and employee contributions) if he or she wishes to continue coverage.

(d) The Faculty Member may elect, in writing, to cease coverage for medical, dental, vision, and insurance benefits, in lieu of making any required contribution.

#### Section 22. Participation in Student Learning Outcomes/Service Area Outcomes

Assessment is a natural outcome of teaching and learning. Faculty has the responsibility of assessing student learning. To facilitate that faculty has the necessary tools to participate in the student learning outcome (SLO)/service area outcome (SAO) cycle, the following will occur:

(a) The Division Dean will provide all instructors with electronic access to the official course outline of record and any approved SLOs/SAOs.

(b) Training opportunities will be provided to all instructors at various times so that they can access pertinent information in the District's curriculum management system regarding course outlines and SLOs/SAOs.

(c) All faculty will include the approved SLOs/SAOs in their course syllabi and participate in the assessments of course and program SLOs/SAOs per the District's assessment timeline.

Full-Time faculty has the primary responsibility of developing course and program student learning outcomes and assessment rubrics. Full-Time Faculty is encouraged to solicit and include the expertise of Part-Time faculty in the development and assessment of SLOs/SAOs.

In disciplines where there is no Full-Time faculty, Part-Time faculty will be responsible for developing appropriate course SLOs/SAOs and assessment rubrics for classes they teach with the assistance of a division SLO/SAO facilitator. The part-time faculty member will be compensated at the special rate of pay set forth in Appendix D-3, Rate I not to exceed five (5) hours.



If a Part-Time faculty member is directed by the division dean to coordinate the development or compile SLO/SAO assessment reports for program SLOs or course SLOs the part-time faculty member will also be compensated at the special rate of pay set forth in Appendix D-3, Rate I not to exceed five (5) hours.

Section 23 – Educational Reimbursement Program

(a) The Educational Reimbursement Program shall be a three (3) year program through the duration of this contract. The program will only be available to full-time tenured faculty members, their spouse, domestic partner or legal dependents. The District will set aside \$20,000 to fund the program. Funds not expended during any contract year will revert to the District. The program may be evaluated annually during the duration of the contract, and adjusted, if necessary, taking into consideration constraints on the District budget. Any changes to this program shall be negotiated by the District and the Federation.

(b) The District will reimburse at California resident rates 100% of the enrollment fees, student body I.D fee, and applicable health fees for Full-Time Faculty Members, their spouses, domestic partners and/or legal dependents to attend El Camino College under the following circumstances:

(c) Eligibility

In order for Full-Time Faculty Member, their spouse, domestic partner or legal dependents to participate in this program, the Full-Time Faculty Member must:

- (1) Be in active paid status as of the first day of each semester; and
- (2) If on approved extended medical or disability leave:
  - (a) The Full-Time Faculty Member must submit a formal written request for reimbursement to the Vice President of HR or their designee.

(d) Reimbursement:

The District will reimburse Full-Time Faculty Members up to a maximum of 36 units per academic year, per participant, for each successfully completed (grades of A-C, or “credit”) course for applicable enrollment fees, health fees, and student body fees expended for courses taken by the faculty member, spouse, domestic partner and/or legal dependents at El Camino College. It is the responsibility of the faculty member to submit the appropriate “Educational Reimbursement Form” within 60 work days after the availability of semester grades for which reimbursement is requested.

(e) Grievances: None of the provisions of this program are grievable.

(f) Fraud: Any fraudulent misuse of this program by a faculty member, spouse, domestic partner or legal dependents will result in the immediate and total loss of all rights and privileges regarding this program.

## **ARTICLE 11 - PAID LEAVES**

The District shall grant paid leaves of absence to Full-Time Faculty Members for (a) bereavement, (b) sickness, (c) industrial accident and illness, (d) judicial and official appearances, (e) quarantine, (f) personal necessity, (g) jury duty, and (h) the exchange of Faculty Members, subject to the conditions set forth in this Article.

The District shall grant paid leaves of absence to Part-Time Faculty Members for (a) bereavement, (b) sickness, (c) industrial accident and illness, (d) personal necessity, and (e) quarantine, subject to the conditions set forth in this Article.

### Section 1. General Conditions

A Faculty Member who has cause to request a paid leave of absence shall make written application for such leave to the Dean of the Division as far in advance as possible. For (a) bereavement; (b) sickness; (c) industrial accident or illness; (d) personal necessity subsections (1), (2), (4), (5), and (6) as defined in Section 7 of this Article, the Faculty Member shall inform the Dean of the absence as soon as practicable. The application for leave shall state the leave category requested, the reason(s) necessitating the employee's absence, and the estimated duration of the absence. Approval of the leave shall be in writing signed by the Dean of the Faculty Member's Division. If denied, the Faculty member will be provided with a statement in writing giving the reason(s) for such denial.

### Section 2. Bereavement Leave

(a) A Full-Time or Part-Time Faculty member may be absent from duty without loss of pay not to exceed three (3) duty days, or if travel beyond 200 miles one way is required, not to exceed five (5) duty days, to attend funeral or memorial services or to attend to the affairs of the decedent as the result of the death of a member of the Faculty Member's immediate family.

(b) If an additional period of absence from duty is required for this purpose, a Faculty Member may be granted additional bereavement leave, which additional leave shall be charged as personal necessity leave to the extent such leave is available to the Faculty Member as provided in Section 7 of this Article.

(c) "Immediate family" is defined as the mother, father, grandmother, grandfather, or grandchild of the Faculty Member or of the spouse of the Faculty Member; or the spouse, domestic partner, child, step-child, child-in-law, sibling, sibling-in-law of the Faculty Member, or any other person living in the immediate household of the Faculty Member. Persons other than those noted above, such as an aunt or an uncle, who have been reared by or with the Faculty Member will be considered members of the Family Member's immediate family for the purposes of bereavement leave as well as any person who is or has been in a guardian-type relationship with the Faculty Member.

### Section 3. Sickness

(a) Full-Time Faculty Members.

A Full-Time Faculty Member shall be entitled to one day leave of absence for each month of contract service in a year for illness or injury without loss of pay, except that no Faculty Member shall be entitled to sick leave for any day for which there is no requirement to render service to the District. Accrued sick leave will be converted from days to hours based on an eight hour day.

(1) A contract or regular Faculty Member working less than full-time shall be entitled to earn days of leave of absence for illness or injury in the same proportion (%) as the Faculty Member's load is to a full load (i.e., a Faculty Member with a sixty-seven percent (67%) load as shown on the employment contract would earn sixty-seven percent (67%) of a day for each month worked.)

(2) A Faculty Member who does not have a teaching assignment but has regularly scheduled hours each week shall earn days of leave of absence for illness or injury based on the proportion of the hours assigned to 40 hours (i.e., twenty-four (24) hours equal sixty percent (60%); equals sixty percent (60%) of a day per month).

(3) Such leave of absence may be taken during the Faculty Member's contract year of service. A Faculty Member is eligible for sick leave occurring during the summer session assignment so long as the illness or injury necessitating such leave did not begin before the start of the summer session. A Faculty Member who terminates services with the District prior to completing the full contract year or contracted semester shall be required to

reimburse the District for the amount of any sick leave paid which was not fully earned at the time of termination.

(4) If such Full-Time Faculty Member does not utilize the full amount of sick leave provided by subsection (a) of this Section, the amount not taken shall be accumulated from year to year. The accumulated sick leave may be used in subsequent years after full utilization of the current year's accrual.

(5) A Full-Time Faculty Member who is absent from assigned duties because of an accident or illness, beyond the Faculty Member's entitlement to sick leave under subsection (a) of this Section, for a period of one hundred (100) work days (school calendar days) or less shall have deducted from the salary due the Faculty Member for that portion of the one hundred (100) day period not covered by sick leave accumulated from prior years of service, the salary paid to a substitute employed to fill the Faculty Member's position during the Faculty Member's absence, or, if no substitute was employed, the minimum salary which would have been paid to the substitute had a substitute been employed. Any portion of a day is to be considered one (1) day. In no event shall a Faculty Member receive less than 50 percent of their regular salary during the period of such absence up to a maximum of 100 days.

(6) Faculty members shall be allotted 80 hours of sick leave per calendar year. Accrued sick leave will be converted from days to hours based on an eight hour day.

(a) One hour shall be deducted for every missed scheduled:

- i. student contact hour,
- ii. office hours,
- iii. department/division meetings (scheduled with as much advance notice as possible),
- iv. college meetings where attendance is mandatory,
- v. scheduled non-student contact hours for non-instructional faculty.

(b) For sick leaves lasting 3 consecutive work days or more and where all student contact times within a week are missed, 40 hours for each week this occurs

shall be deducted from a faculty member’s hourly sick leave bank. (NOTE: By way of example, a faculty member who has all of their contact hours scheduled over 3 days and misses 3 scheduled contact days, 40 hours will be deducted. A faculty member who has all of their contact hours scheduled over 4 days, but has only been absent for 3 days, has not missed all student contact times within a week. Therefore, the 40 hours don’t apply and sub-paragraph 6(a) does apply.)

(b) Part-Time Faculty Members

Each semester, Part-Time Faculty Members shall be entitled to sick leave for illness or injury, credited in hours, as follows:

Semester Teaching Load	Hours
10.0% or less	1
10.1 to 14	2
14.1 to 25	3
25.1 to 30	4
30.1 to 40	6
40.1 to 50	7
50.1 to 55	8
55.1 to 67	9

For non-teaching assignments, the number of regular weekly hours assigned shall be confirmed in writing to the Payroll Department by the Dean of the Part-Time Faculty Member's division at the beginning of each semester. This shall not apply to on-call assignments. Unless otherwise provided by law, all such earned and accumulated leave will be carried forward from semester to semester.

(c) Winter or Summer Session

Each Full-Time and Part-Time Faculty Member shall be entitled to one (1) day of sickness leave for a four (4) week session, one and a half (1.5) days for a five (5) or six (6) week session, and two (2) days for each seven (7) or eight (8) week session, to be accumulated as provided in section (a)(4) of this Section upon completion of a full summer session assignment.

(d) Extended Leave or Reduced Work Load

It is understood that Full or Part-Time faculty on extended leave or reduced work load shall not be assigned to campus committees.

Section 4. Pregnancy, Family and Infant Care

NOTE: Some of the leaves of absence available under this Section 4 are unpaid. See Article 12.

(a) For general regulations on granting of leaves of absence for pregnancy and childbirth refer to Section 87766 of the Education Code.

(b) **Optional Unpaid Portion:** The District may, upon application and approval, grant an unpaid pre-childbirth leave of absence to a pregnant employee prior to the period of actual disability.

(c) **Utilization of Sick Leave:** During which time the faculty member is physically disabled and unable to perform her regular duties due to pregnancy, miscarriage, childbirth and recovery there from, she shall be permitted to utilize her accrued sick leave pursuant to Section 3(a)(4). This provision, which permits a paid leave to be taken while on an unpaid leave, is an exception to the general rule.

(d) **Physician Certifications:** A pregnant faculty member who elects not to apply for an unpaid pre-childbirth leave pursuant to Section 4(b) shall be permitted to continue during pregnancy disability, provided that she can and does continue to perform the full duties and responsibilities of her position. The employee must also supply to the District her physician's certification as to the beginning and ending dates of actual pregnancy-related disability for which sick leave is claimed, and a release form from the physician to return to work.

(e) **Infant Care:** After the period of disability, the employee shall, upon written request be placed on an unpaid status for purposes of infant care for the remainder of the academic year in which the childbirth occurred and may, at the discretion of the District be extended as much as two school years. Comparable unpaid leave for the purpose of infant care shall be made available to a faculty member who is the parent of a newly-born child.

(f) The faculty member will retain her/his seniority rank and eligibility for step advancement for the period of the infant care leave.

(g) All such leaves shall run concurrently with family leave pursuant to federal and state law.

#### Section 5. Industrial Accident And Illness

(a) A Full-Time or Part-Time Faculty Member, or someone else on the Faculty Member's behalf, shall report any accident or illness of a Faculty Member arising out of employment with the District as soon as possible, but at least within twenty-four (24) hours to the Dean of the Division or other designated official in the absence of the Dean.

(b) A Full-Time or Part-Time Faculty Member who is hurt or injured on the job shall be granted an industrial accident/illness leave without loss of pay during the period of time the Faculty Member is unable to render service to the District. Such leave for each such disability shall be in accordance with Education Code requirements (currently limited to a period of sixty (60) school days during a fiscal year). In the event any one such accident or illness overlaps into the next fiscal year, the Faculty Member shall be limited in such subsequent year only to the amount of unused days from the prior year.

(c) Full-Time or Part-Time Faculty may be eligible to receive a temporary disability award while recovering from an accident or illness that qualifies under Workers' Compensation.

(d) The number of days of industrial accident/illness leave to which the Full-Time or Part-Time Faculty Member is entitled as provided by subsection (b) of this Section shall be reduced by one day for each day of absence regardless of a temporary disability award under Workers' Compensation.

(e) A Faculty Member receiving benefits under this Section shall remain within the State of California, unless the District approves otherwise.

(f) Upon exhausting benefits provided under this Section, a Faculty Member who continues to be disabled shall be entitled to sickness benefits under the provisions of Section 3 of this Article, provided that sickness benefits paid shall not, when combined with any temporary disability award under Workers' Compensation, exceed one hundred percent (100%) of the Faculty Member's salary continuance.



## Section 6. Judicial And Official Appearances

The District will grant a leave of absence to a Full-Time or Part-Time Faculty Member for a judicial or other official appearance in a proceeding in which the District is a party so long as the Full-Time or Part-Time Faculty Member's appearance in such proceeding is determined by the District to be in support of the District's position in that proceeding.

## Section 7. Quarantine

A Full-Time or Part-Time Faculty Member shall receive full salary during the period in which that Faculty Member is quarantined by duly constituted governmental authority.

## Section 8. Personal Necessity Leave

(a) A Full-Time or Part-Time Faculty Member may be absent from duty without loss of pay for duty days not to exceed nine (9) days during any year and have the absence charged to the Faculty Member's available sick leave account.

(b) For the purpose of qualifying for paid personal necessity leave, there shall be a compelling reason which required the Faculty Member's absence from duty, which cannot be attended to outside of duty hours, and which shall be limited to one of the following reasons:

(1) Death of a member of the Faculty Member's immediate family (as defined in Section 2(c) of this Article) when the number of days of the required absence exceeds the limit provided in Section 2 of this Article.

(2) An accident involving the Faculty Member's person, property, or the person or property of a Faculty Member's immediate Family (as defined in Section 2(c) of this Article) not otherwise chargeable to any other paid leave of absence for which the Faculty Member qualifies.

(3) The required appearance of the Faculty Member brought about as a result of a legal notice to appear as a witness before a government or judicial agency or court of law and not covered by Section 6 of this Article, or the Faculty Member's appearance as a litigant in a legal action. If a witness fee is payable, such fee shall be demanded and collected by the Faculty Member and remitted to the District up to the Faculty Member's prorated pay for such absence.

- (4) The illness of a member of the Faculty Member's immediate family (as defined in Section 2(c) of this Article) or the birth of a child to the spouse of the Faculty Member. See also Section 12 of this Article.
- (5) An imminent danger as the result of flooding or fire or similar natural catastrophe to the personal residence of a Faculty Member.
- (6) The observance by the Faculty Member of a holiday of the Faculty Member's religion. (See also Article 12, Section 3.)
- (7) Other reasons which the Faculty Member cannot reasonably be expected to disregard and which have been submitted in writing and approved by the Dean.

#### Section 9. Jury Duty

- (a) A Full-Time Faculty Member may be absent from duty without loss of pay as the result of having been called for and appearing for jury duty, excluding a grand jury.
- (b) In order to be eligible for the paid leave, the Full-Time Faculty Member is required to notify the Dean of the Division as soon as the Faculty Member receives the first notification and any subsequent notifications that the Faculty Member may be called for jury service.
- (c) The District reserves the right to require that the Full-time Faculty Member seek exemption from jury service or apply for postponement of jury service to a later period outside of the Faculty Member's contract of employment.
- (d) The District may refuse to grant paid leave for jury duty to Full-Time Faculty Members at any time when two percent (2%) of the total number of employees of the District, including Full-Time Faculty Members, are on paid jury duty leave.
- (e) The Faculty Member serving on jury duty, who receives pay from the District during such absence, shall be required to collect jury duty fees and remit such fees to the District.
- (f) A Full-Time Faculty Member shall be required to perform the assigned services to the District during the remainder of the work day if the Full-Time Faculty Member is released at or before 2:00 p.m. from jury service, provided that a reasonable period of time shall be allowed for necessary travel. A Full-Time Faculty Member who serves a full day of jury duty shall not be required to perform assigned services for that day. A Full-Time Instructor serving jury duty shall

be required to return to assigned duties unless, due to the assignment of a substitute or in the best interests of the instructional program, the Dean of the Division approves otherwise.

#### Section 10. Exchange Of Faculty Members

A regular Faculty Member may make written application to the President to participate in a qualified exchange program, as defined in Section 87422 of the California Education Code. The application shall set forth the advantages to be accrued to the District and to the Faculty Member by participation in such an exchange program. If the request for an exchange is not granted, the President or the President's designee will inform the Faculty Member in writing of the reasons for the denial. If granted by the District, the leave will be dependent upon the execution of an agreement between the District and the exchange institution which will be in compliance with the regulations of Sections 87422, 87423, and 87424 of the California Education Code concerning such leaves. The leave may not exceed one year, except by the mutual consent of the Faculty Member and the District the leave may be extended to two years. The Faculty Member must provide the District with two full years of service after returning from such a leave before the Faculty Member is eligible for another such leave or a one-way foreign assignment as provided in Article 12, Section 4.

#### Section 11. Temporary Instructor Reassignment

Temporary instructor reassignment provides a Faculty Member with the opportunity to miss contracted class assignments for reasons other than those provided under "Personal Necessity Leave." Such reassignments are for one or two classes or no more than one day and are for the purpose of attending a meeting, activity, program, religious holiday, or performance of education or instructional benefit. The Faculty Member agreeing to perform the assigned duties of the contracted Faculty Member's class(es) must be a current, qualified certificated employee of the District and must have prior approval of such arrangement by the Dean of the Division. The "Request for Temporary Assignment" form must be submitted to the Dean at least five (5) days prior to the date of the absence except in the case of an emergency.

## Section 12. Family Care And Medical Leave

The District is covered by the provisions of the federal Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA). Eligible Faculty Members may apply for family care and medical leave pursuant to the District's policy adopted in accordance with such Acts. Inquiries should be directed to Human Resources.

FMLA and CFRA entitles eligible employees to take unpaid, job-protected leave for specified family and medical reasons. The District shall follow current provisions of FMLA and CFRA including employee eligibility requirements, qualifying uses, definitions of immediate family members, and increments of leave time. Employees may choose to use accrued sick leave or vacation days in lieu of an unpaid leave. Such leave of absence will not affect the Employee's rights under this agreement.

## Section 13. Catastrophic Illness/Injury Leave Plan

(a) The Catastrophic Illness/Injury Leave Plan is available to eligible Faculty Members. The purpose of this plan is to permit Faculty Members to solicit individual donations of vacation and sick leave from fellow employees and/or from the Leave Bank when he/she or a family member suffers from a catastrophic illness or injury.

(b) A catastrophic illness or injury is one that is expected to incapacitate the Faculty Member or a member of the Faculty Member's family for an extended period of time and taking extended time off work creates a financial hardship for the Faculty Member because the Faculty Member has exhausted all sick leave and other paid time off.

(c) The terms and conditions of this plan are included in Appendix H.

(d) The administration of the Catastrophic Illness/Injury Plan is not grievable.

(e) This plan was jointly developed as an institutional program by the exclusive bargaining representatives for classified, faculty and police employees, confidential employees, and management. Changes to this institutional plan cannot be made without the agreement of all constituent groups.

Section 14. Expanded Use of Sick Leave

(a) In accordance with Section 233 of the California Labor Code, Faculty Members may use accrued sick leave during any calendar year, up to six (6) days per year, to attend to an illness of a child, parent or spouse.

(b) These absences will be charged to the Faculty Member's accrued sick leave account.

(c) This section does not extend the maximum period of leave to which a Faculty Member is entitled under the Federal Family and Medical Leave Act or the California Family Rights Act, and it does not apply to the use of differential leave pursuant to Section 87780 of the California Education Code.

(d) The use of accrued sick leave for purposes of this section is in addition to any accrued sick leave used for personal necessity pursuant to Section 8 of this Article.

## ARTICLE 12 - UNPAID LEAVES

The District shall grant unpaid leaves of absence to regular Faculty Members for (a) extended disability, (b) religious holidays, c) personal leave and (d) one-way foreign assignment, subject to the conditions set forth in this Article. The District shall grant unpaid leaves of absence to Full-Time Temporary, Part-Time, and contract Faculty Members for religious holidays, subject to the conditions set forth in this Article. The District shall grant unpaid leaves to contract Faculty Members for extended disabilities subject to the conditions set forth in this Article. The District may grant unpaid leaves of absence to regular Faculty Members for (a) professional study, research, or travel, and (b) service to education, subject to the conditions set forth in this Article. The District may grant unpaid leaves of absence for other reasons to any Faculty Member.

### Section 1. General Conditions

(a) A Faculty Member who has cause to request an unpaid leave of absence, as provided in Sections 2, 3, 4, 6, and 7 of this Article, shall make written application for such leave to their Dean, Associate Dean, or Director as far in advance as possible. The application for leave shall state the leave category requested, the reason or reasons necessitating the Faculty Member's absence and the estimated duration of the absence. A Section 5 or 6 leave request will be referred promptly by the Dean with a recommendation to the Vice President - Academic Affairs. If the leave is granted, the Faculty Member shall be notified in a timely manner, and if denied, the Faculty Member shall be provided with a statement in writing giving the reason(s) for such denial.

(b) The District may require a Faculty Member to submit evidence to justify the Faculty Member's request for leave.

(c) A Faculty Member shall not be entitled to the paid leave benefits specified in Article 11 during any period of unpaid leave. The Faculty Member shall, however, be entitled to salary step advancement if the Faculty Member meets the requirements of Article 10, Section 4. Such period of unpaid leave will be counted toward the Faculty Member's sabbatical leave eligibility, subject to the requirements of Article 10, Section 4, and Article 13, Section 2. The

Faculty Member shall not accrue any other benefits during the period of such unpaid leave, except as provided in this Article.

(d) A Faculty Member who fails to return to duty upon completion of the unpaid leave of absence may be dismissed by the District unless such Faculty Member was unable, due to causes beyond his/her control, to return to duty, in which event the Faculty Member must report the circumstances as soon as able to do so.

### Section 2. Extended Disability

(a) If the contract or regular Faculty Member suffers an extended disability and is thereby unable to perform the assigned duties, the Faculty Member shall, upon exhaustion of paid sickness leave status as provided by Article 11, Section 3, be granted an unpaid extended disability leave.

(b) The Faculty Member's request for such unpaid leave shall be accompanied by a physician's statement as to the necessity of such leave and the estimated duration of the disability. The District may at its expense require that the Faculty Member be examined by a physician selected by the District. In the event of a conflict in the findings of the two physicians, a third physician, mutually acceptable to the Faculty Member and the District shall be chosen and an opinion solicited. The cost of such examination by a third physician shall be paid by the District.

(c) The period of such leave shall be determined by the medical condition of the Faculty Member and the needs of the instructional program. Any such extended disability leave shall not exceed a period of twelve (12) calendar months provided that such leave for a contract Faculty Member shall not exceed the end of the semester in which the disability occurs. The District may grant an extension or extensions beyond the period herein specified. Any such extension or extensions is subject to the requirements of subsection (b) of this Section.

### Section 3. Religious Holidays

The District shall grant a leave of absence from assigned duties to a Faculty Member, upon request, on a holiday of the Faculty Member's religion. The leave shall be without pay, unless the Faculty Member elects either (1) to use Personal Necessity Leave, as provided in Article 11,

Section 8, or (2) to arrange for performance of the assigned duties by another Faculty Member, subject to the approval of the Dean of the Division as set forth in Section 11 of Article 11.

#### Section 4. Personal Leave

Upon request from a full-time employee, the District may grant a full-time employee an unpaid personal leave of absence for such periods of time as the District determines appropriate. Such periods shall not exceed six (6) calendar months provided that the District may, upon written notice to the Faculty Member's Dean, Associate Dean, or Director and in consultation with the appropriate Area Vice President, extend the leave for an additional period of up to six (6) months and provided that no leave of absence so granted shall exceed a total of eighteen (18) calendar months. Personal leaves may not be used to secure employment elsewhere.

#### Section 5. One-Way Foreign Assignment

A regular Faculty Member will be granted an unpaid leave of absence for a one-way foreign assignment for a period not to exceed an academic or fiscal year. The District may, however, at its discretion, extend the leave for an additional year in an exceptional case. The Faculty Member shall submit a written request specifying the length of the leave and outlining the advantage to be accrued to the Faculty Member by the granting of such leave. To such request shall be attached a certification from the foreign entity of the Faculty Member's employment on such assignment. The initial request for such leave shall be submitted to the President no later than October 1 of the year preceding that for which the leave will be granted and shall be completed by December 1. The District shall grant no more than three (3) such leaves a year with no more than one such leave in any division. The Faculty Member must provide the District with two (2) full years of service after returning from such a leave before the Faculty Member is eligible for another such leave or an exchange of Faculty Member's leave as provided by Article 11, Section 10. The Faculty Member granted such leave shall have the time served in the one-way foreign assignment counted as time served in the service of the District in salary placement.



#### Section 6. Professional Research, Study and/or Travel

The District may grant a regular Faculty Member an unpaid leave of absence for professional research, study, and/or travel. The criteria for such leaves shall be the same as for sabbatical leaves of absence as provided in Article 13, Section 5. Such leave may be approved in one (1) semester/six (6) calendar month periods not to exceed one (1) school/fiscal year as the case may be.

#### Section 7. Service To Education

The District may grant a regular Faculty Member an unpaid leave of absence to work for an organization at the local, state, or national level provided such employment is deemed beneficial to the Faculty Member and the District. Such leave may be approved in one (1) semester/six (6) calendar month periods not to exceed one (1) school/fiscal year as the case may be.

#### Section 8. Continuation Of Benefits While On Unpaid Leave Of Absence

(a) The District shall continue to provide medical, dental, vision and/or life insurance benefits, at District expense, for any Faculty Member who is on an unpaid leave of absence commencing after the beginning of the Academic Year, on the same basis as such benefits were provided while the Faculty Member was in paid status, through the last day of the calendar month following the calendar month in which the Faculty Member was last in paid status. An eligible Faculty Member shall be deemed to be in 'paid status' during any summer and/or winter session so long as the Faculty Member is scheduled to return to paid status at the end of the summer and/or winter sessions.

(b) If the Faculty Member chooses to continue such benefits after the last day of the calendar month following the calendar month in which the Faculty Member was last in paid status, or if the Faculty Member commences their unpaid leave at the beginning of the Academic Year, the Faculty Member may continue coverage for such benefits at their own expense, at the premium contracted by the District. For medical insurance benefits, the Faculty Member must apply for such continuation of medical enrollment with PERS (Public Employees Retirement Service) no later than the last day of the month following the month in which the unpaid leave commenced, or in the case of an unpaid leave of absence, commencing at the beginning of the Academic Year, no

later than July 31 preceding the commencement of the unpaid leave. For dental, vision, and life insurance benefits, the Faculty Member must notify Human Resources prior to commencement of the unpaid leave to request a continuation of benefits during the unpaid leave. The Faculty Member is responsible for payment of any dependent or other coverage as if in paid status. The district shall provide COBRA notices at the termination of benefits, as provided by law.

(c) Payments for medical coverage must be made directly to the PERS medical provider. For dental, vision, and life insurance benefits, the Faculty Member will be direct-billed in monthly installments. Should a Faculty Member fail to make a payment required by this section, coverage shall terminate at the end of the month for which the last payment was received. Should the District terminate a Faculty Member's coverage in error, it shall reinstate the Faculty Member's coverage as soon as the error is confirmed.

(d) Under Article 14, Section 2, vacation shall not be accrued for any unpaid leave which exceeds one-half of the working days in any month.

(e) During the period of any unpaid leave of absence, the Faculty Member shall not accrue sick leave as provided in Article 11, Section 3(a); however, the Faculty Member's sick leave accrued as of the commencement of such leave shall not be reduced.

#### Section 9. Pay Reduction

A Full-Time Faculty Member's yearly contract will be reduced pro rata for each day of unpaid leave. The proration shall be based on the number of working days in the Faculty Member's assignment.

#### Section 10. Pregnancy Family & Infant Care

NOTE: Some of the leaves of absence described in Article 11, Section 4 of this Agreement are unpaid leaves of absence.

## ARTICLE 13 - SABBATICAL LEAVES

### Section 1. Purpose

The District shall provide sabbatical leaves of absence for Full-Time Faculty Members for the purpose of professional development.

### Section 2. Eligibility

In order to apply for a sabbatical leave, the Faculty Member must have rendered full-time service requiring certification in the District for at least six (6) consecutive years immediately preceding the sabbatical leave. An approved leave of absence does not constitute a break in service but such period of time on such leave will not be counted as service rendered, except for service under a nationally recognized fellowship, or service for a foundation approved by the Board of Governors, as provided in Education Code Section 87768.

### Section 3. Limitation On Leaves Granted

No more than twelve Full-Time Faculty Members may be granted traditional sabbatical leaves in any one fiscal year. Such sabbatical leaves are described in Section 4 of this Article.

### Section 4. Duration And Compensation

(a) Faculty Members employed on an academic-year basis granted sabbatical leave for one semester shall be paid one-half of the yearly contract salary during such semester leave. Faculty Members employed on a fiscal-year basis who are granted a one (1) semester sabbatical will continue to receive full contract salary during the period of such leave. Overload will not be calculated in the faculty member's contract year salary.

(b) Faculty Members granted sabbatical leaves for a period of one (1) academic year shall be paid one-half yearly contract salary for the academic year in which the sabbatical leave is taken. Faculty Members granted sabbatical leaves may, where it is appropriate for their programs of study, elect an academic-year sabbatical involving a fifty percent (50%) reduced load of service in the District. Faculty Members who choose this option shall continue to receive full-contract salary during the period of such leave.

(c) The District and Faculty Member on an academic year, half-pay sabbatical, may, at the Faculty Member's option, agree to make contributions to the State Teachers' Retirement System equal to the amount that would have been contributed if the Faculty Member had remained in full-time employment. The Faculty Member on the program shall authorize the District in writing to deduct from the Faculty Member's pay such amounts as necessary to pay the Faculty Member's 100% retirement.

(d) For Faculty Members employed on a fiscal-year basis, a one (1) semester sabbatical leave shall be for twenty (20) weeks, a one (1) academic year sabbatical leave shall be for forty (40) weeks.

(e) A Faculty Member who is granted a sabbatical leave of absence shall receive, when sabbatical leave salary is computed, such automatic changes in salary rating as would have been received had the Faculty Member remained in active service.

(f) Faculty Members on sabbatical leave will be paid at the same intervals as they would for their normal pay period. The Faculty Member is responsible for making arrangements to receive the payments.

(g) Faculty Members on a full paid sabbatical whose leave includes working for another employer during the leave period will have the amount of any such compensation deducted from the Faculty Member's pay from the District, except for educational expense stipends and the continuation of pre-existing, part-time employment income.

(h) Faculty members on sabbatical leave will not be compensated for additional service to the District. Exceptions may be granted under special circumstances at the request of the faculty member and upon prior approval of the appropriate Vice President.

(i) The Sabbatical Leave Committee shall develop and make available information regarding specific rights and responsibilities for unit members as provided in this contract and other applicable law.

## Section 5. Criteria and Priority

Sabbatical leaves shall be granted only for study. A one (1) semester or, one (1) year sabbatical leave granted for the purpose of study shall meet one or more of the following conditions:

(a) Formal class work in pursuance of a degree in the applicant's discipline or to increase the applicant's proficiency in the applicant's teaching field to be six (6) graduate semester units or twelve (12) undergraduate semester units or an equivalent measured in quarter units.

(b) A foreign language Instructor's extended visit to the country in which the language the Instructor normally teaches, or will soon teach, is universally used; or an ESL Instructor's extended visit to a country in which the dominant language is also the native language of a substantial number of students in the College's ESL program.

(c) The writing of a textbook or other academic publication for which there is a commitment to publish extended by a District recognized publisher.

(d) The writing of code for computer software for instructional use. A description of the proposed software and its intended use shall be submitted in writing.

(e) Formal class work in pursuance of proficiency in a discipline other than the Faculty Member's instructional discipline, provided that the Vice President - Academic Affairs determines in advance that there is need of such supplemental study and approves the study program submitted by a Faculty Member.

(f) A program of independent study in the applicant's teaching field other than formal class work as described in subsection (a). Such program shall be arranged through an educational or research foundation, government agency, an accredited institution of higher education, or a technical or business entity. It shall be submitted in writing and shall be evaluated on the basis that it is designed to increase the applicant's proficiencies in the applicant's field.

(g) A program of independent study for Instructors, which shall be submitted in writing and shall be evaluated by the Sabbatical Leave Committee on the basis that it is designed to increase the applicant's proficiencies in the applicant's field.

(h) Priority: If the number of applications exceeds the limitation of leaves to be granted as provided by Section 3, length of service with the District, or length of service since the Faculty Member's last sabbatical leave, as the case may be, will govern. If there is an equal period of

service, preference will first be given to applicants who have received no sabbatical leaves from the District. Any further selection will be made by drawing names.

#### Section 6. Service

Service with the District shall be defined as starting with the first-day-of-pay-service as a full-time certificated employee of the District. Service with the District for those who have been on sabbatical leave from the District shall start again with the first-day-of-pay-service upon returning from sabbatical leave. If two or more Faculty Members have equal service with the District and if one has reached the last-possible time to take a sabbatical leave as provided in Section 7 of this Article, the Faculty Member shall be given preference.

#### Section 7. Return To Service

(a) A Faculty Member, as a condition of being granted a sabbatical leave, shall agree in writing to render a period of service equal to two (2) academic years for an academic year sabbatical, two (2) semesters for one (1) semester sabbatical to the District after returning from the leave, unless released in writing by the District.

(b) The last-possible time for a Faculty Member to take a sabbatical leave will be such that the Faculty Member shall have the period set forth in subsection (a) remaining to serve the District as a regular (permanent) Faculty Member.

(c) Upon returning to service, the Faculty Member shall, unless an alternate agreement is made, be reinstated in a position equivalent in duties to that held by the Faculty Member at the time of granting of the leave.

#### Section 8. Payment Of Compensation

Compensation for the sabbatical leave shall be paid upon the return of the Faculty Member, as provided in Section 7, and submission of the Sabbatical Leave report, as provided in Section 10, unless the Faculty Member furnishes a suitable bond indemnifying the District against loss in the event that the Faculty Member fails to render the agreed-upon period of service to the District after returning from the leave. A bond will be required, unless the District approves a leave of absence agreement in lieu of such bond. Failure to render the required service upon return from

the sabbatical leave will render a payment to the District by the Faculty Member from the sum received proportionate to the time of failure to meet the service obligation to the District as provided in Section 7. For purposes of this Section, failure to receive credit for course work taken under Section 5(a) or 5(e) shall be considered "failure to render required service."

#### Section 9. Accident Or Illness

A serious accident or illness which interrupts the program of study, travel, or other approved purposes upon which a sabbatical leave has been granted, shall not jeopardize the fulfillment of such sabbatical nor affect the amount of compensation to be paid such Faculty Member under the terms of such sabbatical leave, provided evidence of such accident or illness satisfactory to the District is furnished by a registered letter mailed within fifteen (15) days after the accident or illness, unless prevented by extenuating circumstances.

If a unit member is unable to complete their Sabbatical Leave Agreement for any reason other than illness or injury, they must notify the District in writing as soon as possible. The Sabbatical Leave Committee will recommend an appropriate course of action, by majority vote, to the Superintendent/President.

#### Section 10. Applications

(a) A request for sabbatical must include well defined goals and deliverables that explain how the sabbatical leave will promote innovative practices, positively impact historically minoritized students, or serve the broader community.

(b) Appropriate deadlines for application shall be set by the Sabbatical Leave Committee and announced to Faculty Members as soon as possible after the beginning of each fall semester. The Faculty Member shall submit a copy of the Faculty Member's application for sabbatical leave to the Faculty Member's appropriate Dean, as notice of the applicant's intention, for signature prior to submission to Academic Affairs.

(c) Should an applicant be denied for lack of a suitable plan, the applicant will be given an opportunity to improve the plan and resubmit the application within a period of one week from the date of notification that the plan is not acceptable.

(d) After the committee has awarded its sabbaticals each year, the committee will create and rank a list of faculty alternates from the applicant pool based on the provisions laid out in Section 5(h) of this article. These alternate applicants, whenever possible, will be awarded sabbaticals upon the approval of the Vice President of Academic Affairs in the event that a sabbatical awardee(s) cannot take their sabbatical.

#### Section 11. Report On Sabbatical

Each Faculty Member returning from sabbatical leave shall file a written report with the Sabbatical Leave Committee within six (6) weeks after the beginning of the subsequent semester, exclusive of the summer session and participate in a faculty forum on their sabbatical. The form of the report shall be planned in consultation with the Sabbatical Leave Committee before the leave is taken. The written report will explain how the sabbatical will promote innovative practices, positively impact historically minoritized students, or serve the broader community. When formal college credit has been earned during the sabbatical leave, an official transcript will also be required. Three (3) copies of the report shall be provided. The report must be typewritten and must consist of a minimum of three (3) pages, discussing in sufficient detail the sabbatical activities which will be presented to the Board of Trustees at a regular Board meeting. Failure to file the report by the due date will result in subsequent pay warrants being withheld until the report is received by the Sabbatical Leave Committee. Extension of the report due date may be granted at the discretion of the Sabbatical Leave Committee.

#### Section 12. Sabbatical Leave Committee

The District will establish a Sabbatical Leave Committee composed of six (6) members, including three (3) Faculty Members appointed by the Federation, and will establish rules for tenure on the committee in order to provide for continuing of membership. The Committee will set and announce deadlines, receive applications, evaluate the plans submitted, recommend to the Vice President - Academic Affairs, prior to the close of the calendar year, those who may be granted leaves, establish a list of alternates, and receive written sabbatical reports, all as specified herein. The Committee may rely on the advice of consultants.



### Section 13. Maintenance Of Instructional Program

In the event that the number of applicants from a Division is large enough to cause a curtailment of the instructional program within that Division, then upon recommendation of the Division Dean, the District shall delay for one (1) year the sabbatical leave(s) of the (those) applicant(s) deemed necessary. The Faculty member(s) to be delayed shall be determined on the basis of the least service with the District and such delayed Faculty Member(s) shall have first priority in the subsequent year. The total number of sabbatical leaves so denied shall be replaced by an equal number of applicants on the list of alternates.

### Section 14. Withdrawal From Leave

A Faculty Member who has been granted a sabbatical leave may withdraw from the leave and be assigned regular duties no later than the earlier of the following:

- (a) Thirty (30) calendar days prior to the beginning of the semester or year of leave; or
- (b) The day before a temporary replacement employee has signed a contract to render services in excess of sixty-seven percent (67%) of a full-time load for the semester or the year, provided that the Faculty Member is given notice at least five (5) calendar days prior to the signing of the temporary replacement's contract.

## ARTICLE 14 - VACATIONS

### Section 1. Allowance

Full-Time Faculty Members employed on a fiscal year basis shall be entitled to twenty (20) work days of vacation each year. In addition, each such Faculty Member shall be entitled to bonus vacation days during any fiscal year if the Faculty Member had twenty-five (25) or more days of sick leave accrued as of June 20 of the prior fiscal year. The Faculty Member will be entitled to one (1) work day of vacation in the subsequent year for each full twenty-five (25) days of such leave accrued as of June 30 of the prior year with a maximum of five (5) bonus vacation days in any one year.

### Section 2. Accrual

Vacation time will be accrued on a monthly basis with full credit for each completed calendar month of service in which the Faculty Member is in paid status for a minimum of one-half ( $\frac{1}{2}$ ) of the working days in such calendar month. A Faculty Member who is in paid status for less than one-half ( $\frac{1}{2}$ ) of the working days in a calendar month shall accrue vacation credit at the rate of .03846 time ratio for the Faculty Member's total annual vacation allowance to ten (10) times each regular hour the Faculty member was in paid status. For purposes of this Section, a "calendar month" is defined to include twenty-two (22) working days of paid status; and the number of "days in paid status" shall be twenty-two (22) minus the number of assigned work days the employee is absent without pay, except that when only two (2) or less days are actually worked in any one month, the "days in paid status" shall be the actual number of days worked. "Hours in paid status" is defined as the product of days in paid status times the Faculty Member's regular work hours per day.

### Section 3. Accumulation

Each July, eligible Faculty Members will be notified by the District of their June 30 accrued vacation credits. No more than thirty (30) days of that June 30 accrued vacation credited may be continued beyond December 31 of that year. Faculty Members having more than 30 days of accrued vacation on June 30 must submit a plan to utilize the vacation days in excess of 30 days by December 31 to the Dean or Director by August 1 each year. Under this procedure, those

June 30 vacation days in excess of thirty (30) at the close of business on December 31 each year will be paid to the employee at his/her current rate of pay and the total vacation credits reduced to thirty (30) days, except for any additional vacation days which may have been accrued but not used for service since that June 30.

#### Section 4. Scheduling

A Faculty Member shall submit a request in writing for vacation time as far in advance as feasible to the Dean of the Division. In deciding whether to approve or disapprove a specific request, the Dean shall first consider the staffing needs of the department, but shall also be aware of the personal needs of the individual presenting the request. Faculty Members shall be allowed to take vacation while school is in session as well as at times when classes are not meeting. If the Division's work load is such that certain periods of the year are critical, the Dean may block out those periods for vacations provided that the periods so blocked out do not exceed a total of ninety (90) calendar days in any given year. The District may require Faculty Members to schedule not to exceed three (3) days of vacation time during the winter recess.

#### Section 5. Termination

Upon leaving the employment of the District, a Faculty Member shall be entitled to a lump-sum compensation for all earned and unused vacation at the Faculty Member's current salary. Time off for earned and unused vacation may be taken in lieu of payment following the last full day worked.

## ARTICLE 15 - HOLIDAYS

The District will observe the following holidays without loss of pay to faculty employed on the fiscal year schedule:

New Year's Day	Day after Thanksgiving
Labor Day	Memorial Day
Dr. Martin Luther King Day	Christmas Day
Veterans Day	Independence Day
Lincoln Day	Cesar Chavez Day
Thanksgiving Day	Juneteenth
Presidents' Day	Indigenous Peoples' Day

If a holiday listed above falls on a Sunday, the following Monday shall be observed as the holiday; similarly, if a holiday listed above falls on a Saturday, the preceding Friday shall be observed as the holiday. If Independence Day falls on Friday or Saturday, the preceding Thursday shall be observed.

## **ARTICLE 16 - PROFESSIONAL MEETINGS AND CONFERENCES**

### **Section 1. General**

The District encourages Faculty Members to attend professional meetings and conferences related to the District's educational program and the Faculty Member's professional growth.

### **Section 2. Budget Allocation**

(a) Each fiscal year the District will budget a conference and travel fund for Faculty Members to be administered as provided herein. The fund will amount to a sum equivalent to One Hundred Dollars (\$100.00) times the number of Full-Time Faculty Member positions provided for that year. The fund will be utilized to pay the cost, or a portion of the cost, of the Faculty Member attending a professional meeting or conference and may include such expenses as registration fees, meals, and lodging expenses and travel expenses.

(b) Each fiscal year, the District will budget an additional conference and travel fund for Faculty Members to be administered by the College Conference Committee. The fund will amount to a sum equivalent to One Hundred Dollars (\$100.00) times the number of Full-Time Faculty Member positions provided for that year. These funds will be used to pay the cost, or a portion of the costs, of the Faculty Member attending a professional meeting or conference that focuses on (1) uses of technology in the instructional program, (2) strategies for improving student retention, or (3) issues of sensitivity to diversity. Such costs may include expenses as registration fees, meal, lodging expenses and travel expenses. The Committee shall set a goal of using twenty-five percent (25%) of these funds for Part-Time Faculty. Funds not used in one fiscal year, as described in this paragraph (b), shall be rolled over to the next fiscal year.

### **Section 3. Administration of the Fund**

The District's conference and travel fund for Faculty Members will be divided into two parts to be administered as herein provided. Eighty percent (80%) of the fund will be allocated to the College's academic divisions or approved unit proportionate to the number of Full-Time Faculty Members in each respective division and shall be administered by the Deans of the divisions as provided in Section 4. Twenty percent (20%) of the fund will be allocated to the College Conference Committee, provision for which is set forth in Section 5 of this Article.

#### Section 4. Faculty Member Requests

(a) A Faculty Member who desires to attend a conference should submit a request for approval and/or funding in writing to the Dean of the Division at least one (1) month prior to the conference and two (2) months in advance of proposed international travel. International conferences require approval by the Board of Trustees. Therefore, conference requests must be submitted to the Division Conference Committee at least two months prior to the conference date in order to comply with the board approval process. The District cannot be responsible for conference attendance commitments prior to Board approval.

(b) Travel outside the United States must be approved by the President prior to submission of the conference request to the Board of Trustees. The President will provide a written explanation to the faculty members whose request for conference attendance is not approved.

(c) Requests will be reviewed by a committee chaired by the Dean of the Division, a Faculty Member appointed by the Federation representative of the division, and a Faculty Member appointed by the Dean. If the request is deemed appropriate by the committee, the Dean will submit the request for necessary approval and action. The committee may refer the request to the Vice President - Academic Affairs, or the College Conference Committee, if appropriate. The Committee will provide a written explanation to the Faculty Member whose request for conference attendance and/or funding is not approved. Faculty Members utilizing conference and/or travel funding will agree to make a reasonable effort to minimize the cost of substitutes by arranging for their classes to be covered by other Faculty Members, arranging class assignments to utilize students' time appropriately, or by arranging departure times to minimize missed classes whenever possible. The Temporary Instructor Reassignment form (Article 11, Section 11) must be submitted to the Dean if classes will be covered by other Faculty Members.

#### Section 5. College Conference Committee

(a) A College Conference Committee shall be established composed of the Vice President - Academic Affairs (or the Vice President's designee), one Dean appointed by the Vice President, and two Faculty Members appointed by the President of the Federation. The two Faculty Members appointed by the Federation will be selected from divisions other than that

represented by the Dean. The Committee members shall serve for the term of this Agreement. The Vice President (or his or her designee) shall chair the Committee.

(b) The fund administered by the College Conference Committee will be utilized for (1) Conferences of a general import to the College, and (2) Conferences that the District requests a Faculty Member to attend as its representative, and (3) Conference expenses in any division which has utilized its fund and where allocation of additional funds is desirable.

#### Section 6. District Appointments

The District may appoint a Faculty Member, with the Faculty Member's consent, as its representative to a conference. If a Faculty Member is approved for attendance at a conference, the Faculty Member will be entitled to attend the conference without loss of pay or benefits. The District may approve attendance for a conference without providing any reimbursement for expenses.

#### Section 7. Reimbursements

If expenses are authorized, the following rules shall apply:

(a) Faculty Members will travel jet economy air coach or by authorized alternative means.

(b) Faculty Members authorized to use a private car with expenses paid shall be reimbursed at the rate established by the District for business travel, but in no case will such mileage expense exceed the cost of jet economy air transportation plus ancillary ground expenses.

(c) If two or more Faculty Members attend a conference and travel together by private automobile, only the individual furnishing the car will be compensated for transportation expenses.

(d) Requests for reimbursement of expenses shall be for actual authorized expenses and shall be made on the appropriate expense form.

#### Section 8. Reports

Written reports of conferences attended at District expense shall be submitted to the Division Dean.

## ARTICLE 17 - INSURANCE BENEFITS

### Section 1. Medical Plans

The District shall contribute (not to exceed) the following amounts for the medical insurance: \$930 per month for single, \$1,500 per month for 2-party, and \$1,800 per month for family. These increases will be effective following ratification of a new Collective Bargaining Agreement by both parties and processing payroll revisions through LACOE. Any difference in the amount between the District contribution for medical insurance and the CalPERS medical insurance premium cost shall be paid by the employee through monthly payroll deductions. The medical plan chosen by the Faculty Member shall be one of those offered by CalPERS under the Public Employees Medical and Hospital Care Act unless the District and the Federation negotiate a change in the carrier for health benefit insurance.

(a) The health benefit plan applicable to eligible retirees ages 55 – 65, who have ten (10) years of service with the District, will be in accordance with Section 7 of this Article. The CalPERS system will deduct the monthly insurance premium only from the retiree's STRS or PERS retirement check and the District will reimburse the retiree for the applicable District contribution per Section 7.

(b) The Faculty Member may elect to have their eligible dependents covered under the medical plan the Faculty Member selects.

(c) Faculty Members may, during open enrollment period in the Fall of each year, change plan coverage effective January 1 of each such year.

(d) Insurance benefits coverage begins on the first of the month following the first day the Faculty Member is in paid status. Thus, a Faculty Member whose first day in paid status occurs on August 10 of any year will have coverage beginning on September 1 of that year. The Faculty Member's coverage continues until the first of the month following a full calendar month after the month in which the Faculty Member's last day in paid service occurs. Thus, a Faculty Member whose last day in paid status was March 10 of any year will have coverage through the month of April. Coverage for the dental plans and the vision plan begins and ends in the same manner. An eligible faculty member shall be deemed to be in "paid status" during any summer and/or winter session so long as the faculty member is scheduled to return to paid status at the end of the summer and/or winter sessions.



## Section 2. Dental Plans

The District will provide dental plans for all Full-Time Faculty Members and will continue to pay the monthly premium cost of the Faculty Member's coverage. If the Faculty Member selects the Delta Dental Plan or equivalent plan and elects to cover their eligible dependents by such plan, the Faculty Member will pay thirty percent (30%) of the cost of such dependent coverage and the District will pay seventy percent (70%) of such cost. If the Faculty Member selects the Delta Care Plan or equivalent plan and elects to cover the Faculty Member's eligible dependents by such plan, the District will pay the entire cost of the dependent coverage.

## Section 3. Vision Plan

The District will provide vision service plan for Full-Time Faculty Members and will pay the entire monthly premium cost for the Faculty Member's coverage. If the Faculty Member elects to have their eligible dependents covered by the plan, the Faculty Member will pay thirty percent (30%) of the cost of such coverage and the District will pay seventy percent (70%) of the cost of such coverage.

## Section 4. Life Insurance - AD&D

The District will provide group term life insurance and accidental death and dismemberment insurance. The District will pay for the cost of such coverage.

## Section 5. Short-Term Disability Income Insurance

(a) The District will continue to make available to Full-Time Faculty Members a short-term disability income insurance plan. The Faculty Member who elects coverage by this plan shall pay the entire cost of such coverage.

(b) In 2011, Part-Time Faculty Members elected to participate in the state disability insurance plan (SDI). Participation in the plan by all Part-Time Faculty Members is mandatory. Employee payroll deductions will be made to cover the cost of participation.

## Section 6. Compensation in Lieu of Dependent Insurance Benefits

The District will pay Four Hundred Twenty Dollars (\$420.00) at the end of each full year of completed service to each Full-Time Faculty Member not electing dependent medical, dental, and vision insurance coverage for such year. The Faculty Member may, pursuant to IRC regulations, use this sum for a tax-sheltered annuity contribution.

## Section 7. Retiree Medical Insurance

(a) If a full-time faculty member who has ten (10) years of service with the District chooses to retire between the ages of 50 and prior to their 55<sup>th</sup> birthday, the District shall offer to the retiree a one-time opportunity at the time of retirement to participate in the CalPERS medical plan as noted in Article 17, Section 1. The District shall contribute the minimum CalPERS premium payment for an eligible retiree who elects to participate.

(b) If a full-time faculty member who has ten (10) years of service with the District and who retires after reaching age fifty-five (55) under the provisions of CalSTRS and remains fully retired under CalSTRS, the District shall pay the District contribution towards the retiree's selected medical plan premium and the retiree shall pay the difference in the amount between the District contribution and the selected medical plan premium cost. When the retiree turns 65, the District will pay the minimum District CalPERS insurance contribution towards CalPERS retiree insurance.

(c) If a full-time faculty member chooses to retire at the age of 65 or older, the District shall contribute the minimum District CalPERS insurance contribution towards CalPERS retiree insurance. The retiree shall be responsible for the cost of the medical coverage equal to the difference between the District's minimum CalPERS premium payment and the total cost of the selected medical plan.

(d) Regarding dependent coverage for retirees, the District will also make available to retirees medical insurance coverage and dental insurance for eligible dependents with the cost of such coverage to be borne by the retiree, provided such option for dependent coverage is made when the retiree is first eligible.

#### Section 8. Refund of Premiums

In the event there is a refund of insurance premiums paid, the refund shall be applied to the District's cost for the subsequent year.

#### Section 9. Voluntary Tax-Sheltered Annuities

A Full-Time Faculty Member may, subject to the provisions of the Internal Revenue Code, the California Revenue and Taxation Code, and the Education Code, voluntarily elect to purchase a tax-sheltered annuity or annuities and enter into an amendment of his/her contract of employment for this purpose and effect a corresponding reduction in salary.

#### Section 10. Voluntary Employee Organization Insurance Plans

The District shall deduct monthly from a Faculty Member's earnings, where such deduction has been requested by the Faculty Member in a revocable written authorization, for payment of premiums for a group life or disability insurance plan available to the Faculty Member as a result of membership in any employee organization. The written authorization or revocation notice shall be on file with the District at least thirty (30) days in advance.

#### Section 11. Disability Coverage

Any Full-Time Faculty Member who has completed ten (10) or more years of service with the District and who is determined by the California State Teachers' Retirement System to be totally disabled and is awarded disability benefits by the California State Teachers' Retirement System, shall be eligible to continue medical coverage in the District's medical insurance plans available to Faculty Members with the cost of such coverage to be borne by the disabled individual. The disabled individual must elect to continue such coverage at the time District sponsored coverage would otherwise lapse. Such coverage will remain in effect, subject to the payment of the premium cost by such disabled individual, until the individual attains the age of sixty-five (65) or chooses at an earlier age to discontinue making payment.

## Section 12. Insurance Benefits Committee

(a) The District has established an Insurance Benefits Committee comprised of representatives of all union-represented employee groups on campus, as well as employees representing other non-represented groups. The Federation agrees to continue its participation in this Committee. This Committee is authorized to review, study and recommend such changes as it deems appropriate in the health benefits (including medical, dental, and vision benefits) and changes, if any, in the sharing of costs for any such coverage between the District and its employees. Recommendations from the Insurance Benefits Committee may be provided to the respective negotiation teams for the Federation and the District for their review and consideration; however, it is recognized that the ultimate responsibility to evaluate, provide and pay for health benefits is determined through the collective bargaining process.

(b) For part-time faculty effective Fall 2020, a \$75 per semester stipend will be paid for health benefits. This amount will be paid to all contracted part-time faculty who completed the semester including submission of grades, textbook orders, and other required reports by District-established deadlines.

## Section 13. Domestic Partners Benefits

The District shall provide medical and other benefits to domestic partners in accordance with the Domestic Partner Rights and Responsibilities Act of 2003 (DPRRA), California Family Code 297. Refer to Article 17 for further insurance benefit information.

## ARTICLE 18 - PRE-RETIREMENT PROGRAM

### Section 1. Purpose And Implementation

In accordance with State law, the District has established and will continue to implement a pre-retirement program so long as such a program is authorized by law. This program allows Full-Time Faculty Members approaching retirement to select a reduced work load program as set forth in this Article beginning at the start of the academic year for 10-month faculty and fiscal year for 12-month faculty.

### Section 2. Eligibility

In order to participate in this program, a Faculty Member must meet the following conditions:

(a) The Faculty Member must have been employed by the District as a Faculty Member for at least ten (10) years, of which the immediate preceding five (5) years were full-time employment without a break in service. For the purposes of this Article, other Board approved leaves shall not constitute a break in service as defined by the State Teachers' Retirement System (STRS) or the Public Employees' Retirement System (PERS). The District will provide a Faculty Member on this program with the same benefits provided Full-Time Faculty Members as set forth in Article 17, Insurance Benefits. The District and the Faculty Member on the program shall agree to make contributions to the State Teachers' Retirement System or the Public Employees' Retirement System equal to the amount that would have been contributed if the Faculty Member had remained in full-time employment. The Faculty Member on the program shall authorize the District in writing to deduct from the Faculty Member's pay such amounts as are necessary to pay the Faculty Member's 100% retirement contribution.

(b) At the time the Faculty Member begins participating in the program, the Faculty Member must be at least fifty-five (55) years of age.

(c) The Faculty Member must agree to retire and terminate all services with the District at the conclusion of the pre-retirement program, which program will not exceed five (5) years.

(d) The Faculty Member must make application for participation in the program to the District by February 1 of the contract year preceding the contract year in which the program begins.

### Section 3. Work Load And Compensation

A pre-retirement program for any eligible Faculty Member will require a reduction in the Faculty Member's normal assignment and will require a commensurate reduction in the yearly contract salary. The minimum part-time employment shall be the equivalent of one-half of the number of days of service required by the Faculty Member's yearly contract of employment during the last year of service in a full-time position. Work assignments for Faculty Members on the program will be made pursuant to the following rules:

(a) An Instructor employed on an academic year basis on the program may be assigned to teach, as a minimum:

- (1) 100% one semester and 0% the second semester.
- (2) 50% each semester, or
- (3) Any teaching assignment that will average 50% or more for two semesters of an academic year.

(b) A Nurse, Librarian, Counselor, Disabilities Specialist or Faculty Coordinator employed on an academic year basis or a Counselor or Faculty Coordinator employed on a fiscal year basis may be assigned to work, as a minimum any combination of work hours, days, and months in the yearly assignment excluding that year's pro rata vacation entitlement so as to equal at least a fifty percent (50%) work assignment. The participant will receive that percentage of the annual vacation entitlement for that year as the percentage of reduced assignment bears to a 100% assignment. The specific schedule shall be subject to prior agreement between the Dean of the Division and the Faculty Member who participates in the program to insure that peak periods of need are adequately covered.

### Section 4. Maintenance Of Benefits

The District will provide a Faculty Member on this program with the same benefits provided Full-Time Faculty Members as set forth in Article 17, Insurance Benefits. The District and the Faculty Member on the program shall agree to make contributions to the State Teachers' Retirement System or the Public Employees' Retirement System equal to the amount that would have been contributed if the Faculty Member had remained in full-time employment. The Faculty

Member on the program shall authorize the District in writing to deduct from the Faculty Member's pay such amounts as are necessary to pay the Faculty Member's 100% retirement contribution.

Section 5. Sick Leave

The amount of sick leave earned by the Faculty Member on the program will vary directly to the percent of part-time employment -- that is, fifty percent (50%) employment will yield sick leave of fifty percent (50%) of ten (10) days or five (5) days of full-time sick leave, or ten (10) days of fifty percent (50%) of sick leave. A Faculty Member on the program who utilizes sick leave will have his/her earned sick leave reduced on the same basis as a Full-Time Faculty Member.

Section 6. Sabbatical Leave

A Faculty Member participating in the program is not eligible for sabbatical leave. A Faculty Member who has returned from sabbatical leave may participate in the program at any time after returning from such leave so long as the total fractional time employed by the District thereafter is equal to the required period of post-sabbatical leave service required by Article 13, Section 7.

Section 7. Winter/Summer Session

A Faculty Member participating in the program is not eligible for winter/summer session priority as provided in Article 9.

Section 8. Adoption And Revocation

A Faculty Member who elects to participate in the pre-retirement program shall be required to enter into an Agreement with the District respecting the terms and conditions of the Faculty Member's program, which agreement can be revoked only by mutual consent of the District and the Faculty Member.

## **ARTICLE 19 - RETIREMENT, DISABILITY, AND RESIGNATION**

### **Section 1. Retirement**

Faculty Members may elect to retire pursuant to the provisions of the State Teachers' Retirement System or the Public Employees' Retirement System and upon such retirement the Faculty Member's service with the District shall be considered terminated due to the Faculty Member's electing retirement.

### **Section 2. Disability**

A Faculty Member who is determined to be disabled by the State Teachers' Retirement System or the Public Employees' Retirement System and who is approved for a disability allowance shall be considered upon such approval to be terminated due to disability.

### **Section 3. Retirement Contribution**

Faculty Members are required to contribute to the California State Teachers' Retirement System or the Public Employees' Retirement System as provided by State Teachers' Retirement Law. The District will contribute such sums to the retirement system (STRS or PERS) as required by law.

### **Section 4. Resignation**

The District shall accept a Faculty Member's voluntary resignation effective at the end of the academic year, fiscal year, or the end of the summer session, as the case may be, provided that the Faculty Member submits a written notice of such resignation to the Dean of the Division at the earliest opportunity but not later than June 1 of the year. The President or designee shall be empowered to accept in writing the resignation and shall waive the time when the resignation shall take effect, subject to approval by the Board of Trustees. Prior to Board approval, the Faculty Member may withdraw the resignation, subject to the agreement of the President or designee.



### Section 5. Part-Time Faculty Members' Plan

Any Part-Time Faculty Member who has not elected to be covered pursuant to the California STRS plan, the Part-Time Faculty Member is required to participate in the STRS Cash Balance Plan. The Part-Time Faculty Member shall contribute four percent (4%) of pay to the STRS Cash Balance Plan and the District shall contribute five percent (5%) of the Part-Time Faculty Member's pay to the STRS Cash Balance Plan.

For any Part-Time Faculty Member who has elected to be covered pursuant to the California STRS plan, the minimum standard hours for a Part-Time Faculty Member is five hundred twenty-five (525) hours per school year for lecture and seven hundred (700) hours per school year for lab. The minimum standard hours for a non-instructional Faculty Member, which includes but not limited to counselors, librarians, nurse practitioners, nurses, and clinical psychologists is one thousand four hundred (1400) per school year. The minimum hours for any creditable special assignments will be one thousand four hundred (1400) per school year.

## ARTICLE 20 - PROCEDURES FOR FACULTY EVALUATION

The purpose of this Article is to improve instruction, counseling, and other educational services assigned by the District through the periodic evaluation of contract (probationary), regular (tenured), part-time, and full-time temporary Faculty Members. All matters described in this section relating to tenure, dismissal of contract (probationary) Faculty Members, termination, and the evaluation process are intended to conform to the California Education Code. In this regard the District, the Federation, and all bargaining members retain all rights provided in Sections 87600-87612, et seq. of the California Education Code as such Code is amended from time to time. A summary evaluation schedule is included at Section 8.

Student surveys collected in the evaluation process shall not be the only evidence considered by any evaluator in the determination of an overall rating of “satisfactory,” “needs improvement,” or “unsatisfactory,” in the evaluation process.

### Section 1. Evaluation Probationary Faculty

#### (a) Probationary Faculty Evaluation Timeline

##### (1) Frequency

Each probationary Faculty Member will be evaluated five (5) times during their first four (4) years of employment. For probationary Faculty Members first hired in a Spring semester, this evaluation schedule will commence in the Fall of that same calendar year. A probationary faculty member will be deemed to have completed the first, second, third, or fourth contract year as applicable if the faculty member provides service for 75% of the academic year. Time spent on paid or unpaid leave of absence shall be included in computing service if the probationary faculty member serves sufficient time to allow for completion of the evaluation process as required by Article 20, Section 1.

##### (2) March 15 Notice of Non-Renewal

If the probationary Faculty Member’s contract is not renewed for a second contract year, a notice of non-renewal (hereinafter referred to as a “March 15 notice”) shall be provided by March 15 of the first contract year. Any March 15

notice will be approved by the Board of Trustees. The combined third and fourth year of employment and the decision by the evaluation panel whether or not to recommend tenure, will be approved before March 15 of the fourth contract year. The March 15 notice of non-renewal shall be served personally or mailed via Certified Mail, Return Receipt Requested by the 15<sup>th</sup> of March.

(3) Awarding of Tenure

Upon satisfactory evaluation during the Year 3 evaluation, the evaluation panel will meet during the Year 4 evaluation to evaluate and recommend whether or not to grant tenure. This recommendation shall be stated on the Conference Evaluation Form. If no March 15 notice of non-renewal is approved and issued, the probationary faculty member will be deemed automatically renewed for the following academic year and tenure is granted upon approval of the Board of Trustees.

If recommended and approved, tenure will commence at the beginning of the Year 5 contract and the first tenured evaluation shall be in the third academic year of tenure. (Note: see chart in Section 8 regarding contract Year 5 tenured evaluation). A probationary Faculty Member may be granted tenure upon recommendation of the evaluation panel, the Superintendent/President, and approval by the Board of Trustees at the end of any contract year.

(b) Probationary Faculty Requirements

The Dean, Associate Dean, or Director shall notify the evaluatee and evaluator(s) by the last work day of the second week of instruction of the semester in which an evaluation will occur. The evaluation will consist of (1) a self-evaluation, (2) student surveys, (3) peer evaluations, and (4) the evaluation by the Dean/Associate Dean/Director. The peer evaluation will include (1) a classroom or learning management system (LMS) or work site observation by the evaluators and the Dean/Associate Dean/Director, (2) the Probationary Faculty Evaluation Conference with the evaluatee, and (3) a review of the student survey results. For in-person classes, the evaluatee may elect to do an LMS walkthrough with evaluators, but it shall not be required. One or more of the peer members of the evaluation panel are encouraged to provide collegial advice concerning the evaluation. Copies of the completed conference report will be provided to the evaluatee and the

Dean/Associate Dean/Director. A copy of the conference report will be stored electronically by the District and considered to be part of the evaluatee's permanent personnel file. NOTE: Online evaluation procedures are provided for in Section 6, Distance Education (DE) Instruction.

(c) Probationary Faculty Evaluation Panel

The purpose of this panel is to assess whether the evaluatee's overall performance is satisfactory, needs improvement, or is unsatisfactory, and to recommend future employment status. In the fall semester of the fourth contract year, the evaluation determination will be whether the evaluatee's overall rating is "satisfactory" or "unsatisfactory" and to recommend tenure or non-renewal employment status. During the first and second academic year evaluations, the evaluation will be conducted by two regular Faculty Members, one of whom must be from the search committee, and the Dean, Associate Dean, or Director. Thereafter, the evaluation will be conducted by a Full-Time Faculty Member and the Dean, Associate Dean, or Director. The peer evaluator(s) will be chosen by the Dean/Associate Dean/Director from the evaluatee's discipline. In the event there is no regular Full-Time Faculty Member in the discipline to provide subject matter expertise, the Dean/Associate Dean/Director may recruit an evaluator from a similar discipline within the District or, if none is available, from a neighboring college. If the peer evaluator(s) is/are not acceptable to the evaluatee, the evaluatee shall send an e-mail to the Dean/Associate Dean/Director within eight (8) days of the evaluator's(s') appointment. The Dean/Associate Dean/Director and the senior representative of the Academic Senate from the Division will choose three names of Full-Time Faculty Members in the following priority of selection, first from the evaluatee's discipline, second from the evaluatee's department, and third from the Division. The evaluatee will then choose one to serve as the peer evaluator.

(d) Probationary Faculty Special Responsibilities

The search committee which recommended the hiring of the probationary Faculty Member shall set forth in writing those special responsibilities applicable to the position for which the probationary Faculty Member was employed and upon which the probationary Faculty Member shall be evaluated in addition to the responsibilities generally outlined in the Position Description (Appendix A). The Dean/Associate Dean/Director shall provide the probationary Faculty Member with a copy of such special responsibilities at the time of employment.

(e) Probationary Faculty Self-Evaluation

Student survey results will be provided to the faculty by the end of the 11<sup>th</sup> week of the semester. By the end of the 12<sup>th</sup> week of the semester, each probationary Faculty Member shall complete a self-evaluation report on a standardized form (See Appendix J) and email copies to all panel members. In the event the District is not able to provide the completed student survey results to a faculty member by the Friday of the 11<sup>th</sup> week of the semester, then the faculty member and peer evaluator(s) shall be notified by the Dean/Associate Dean/Director on or before that date informing them that the evaluatee will not be required to discuss student surveys on their self-evaluation. In addition to the self-evaluation report, the probationary Faculty Member will provide:

- (1) Copies of course syllabi which include the probationary Faculty Member's classroom policies, grading procedures and course content timeline. In addition the panel may request from the evaluatee up to four samples (cumulative total) taken from the following: 1) exams, 2) quizzes, 3) class assignments/activities, 4) lab assignments/activities (when applicable), 5) homework assignments and 6) grade records, 7) and other appropriate materials prepared by non-teaching faculty members.
- (2) A list of College committees on which the evaluatee is serving or has served since the last evaluation or other comparable non-committee duties performed in the same timeframe or both (not required for the first semester).

(f) Probationary Faculty Student Evaluation

A student survey shall be administered each semester to students to evaluate the Faculty Member. This survey shall be completed on a standardized form designed and approved by the Evaluation Procedures Committee. Additional forms may be utilized by Divisions or departments, subject to approval of the Evaluation Procedures Committee. The survey will be administered to all classes of probationary instructional Faculty Members during the seventh (7<sup>th</sup>) or eighth (8<sup>th</sup>) week of the semester. For non-instructional probationary faculty, the student survey will be administered no later than the ninth (9<sup>th</sup>) week of the semester. Exceptions may be made for those courses that are less than one (1) semester in length, or when the evaluatee is not available for a substantial portion of the semester. The results of all student surveys must be returned to the probationary Faculty Member one (1) week before the self-evaluation is due. Peer and

Dean/Associate Dean/Director observations shall be completed prior to the consideration of student surveys.

(g) Probationary Faculty Observation Schedule

All members of the evaluation panel are required to make at least one (1) classroom (either in-person or online) or other work-site observation, with prior notice to the evaluatee, during the semester of evaluation and complete a Peer Observation Evaluation or Dean/Director Observation Evaluation found in Appendix J. The Dean, Associate Dean, or Director and members of the evaluation panel have the prerogative to make classroom/worksite observations at any time. Observations by panel members shall be no shorter than 30 minutes in length and up to the entire class period.

(h) Probationary Faculty Evaluation Conference

The evaluation conference will be held no later than the end of the fourteenth week of the semester by the Dean, Associate Dean, or Director during each of the five probationary evaluations.

(1) Prior to the evaluation conference, the Dean/Associate Dean/Director and the peer evaluators will meet to review and discuss their respective observations. At this pre-conference meeting the observation and evaluation reports prepared by the Dean/Associate Dean/Director and the peer evaluator(s) will be summarized into one document without indicating the individual evaluator. This document will be referred to as the “Combined Peer/Dean Evaluation Report,” signed and dated by the Dean/Associate Dean/Director and the peer evaluators, and will be one of the documents attached to the “Conference Report for Faculty.” The purpose of the “Combined Peer/Dean Evaluation Report” and the “Conference Report for Faculty” is to focus on the evaluatee’s overall effectiveness as a faculty member, as opposed to comments submitted by individual evaluators on the panel. Any “needs improvement” or “unsatisfactory” designations on the report shall include examples and evidence in the text of the report.

(2) All members of the evaluation panel must be present (in-person or virtually) when the Combined Peer/Dean Evaluation Report is presented to the evaluatee at the evaluation conference. This meeting shall also include a discussion to confirm

that the evaluatee was evaluated in accordance with this article. The evaluation conference report will include, but will not be limited to, the items listed in the evaluatee's self-evaluation report, the student surveys, and the Combined Peer/Dean Evaluation Report. The basis upon which any "needs improvement" or "unsatisfactory" comments are made will be discussed and assessed at such conference. A short continuance of the conference will be granted if the evaluatee needs additional time to respond to items raised at the conference. At the evaluatee's request, a Federation representative may attend the conference. However, an already scheduled conference will not be postponed more than seven (7) work days unless otherwise mutually agreed between the evaluatee and the Dean/Associate Dean/Director.

(i) Probationary Faculty Conference Report

(1) The Dean/Associate Dean/Director will submit the Conference Report for Faculty which is comprised of the Combined Peer/Dean Evaluation Report, the self-evaluation report, and the student survey results, if available, to any evaluatee with an overall evaluation of "needs improvement" or "unsatisfactory" within seven (7) work days following the evaluation conference. Overall "satisfactory" Conference Reports will be submitted within fourteen (14) work days. The Conference Report shall not include any items of a derogatory nature respecting the evaluatee unless such items have been discussed at the evaluation conference and the evaluatee is given an opportunity to respond to such items. All reports will reflect the evaluation conference discussions. A majority of the panel must concur in recommending an overall rating of "satisfactory," "needs improvement," or "unsatisfactory." If the Dean/Associate Dean/Director and the evaluator(s) in the third- or fourth-year evaluations cannot agree on the overall rating, resulting in a tied vote, then these two individuals will select a third evaluator. The third evaluator shall be a tenured full-time faculty member who is selected by the panel and will review all evaluation reports and documentation, meet with the evaluatee regarding their self-evaluation and meet with the evaluation panel for discussions of their reports. Subsequently, they will cast the deciding vote to break the tie.

(2) If a probationary Faculty Member is judged to have an overall rating of “satisfactory,” the next evaluation will occur in accordance with the Schedule of Evaluations table found in Section 8. A copy of the Conference Report will be stored electronically by the District and considered to be a part of the evaluatee’s permanent personnel file. Should the overall evaluations in subsequent semesters be less than “satisfactory,” then the following procedures in (i) (3-6) will apply.

(3) If a probationary Faculty Member is judged to have an overall rating of "needs improvement" or "unsatisfactory," specific reasons must be itemized in the “Combined Peer/Dean Evaluation Report” that will guide the probationary Faculty Member in improving, including suggestions for improvement. Additionally, at least one individual category rating in the Combined Peer/Dean Evaluation Report must have the same or lower rating as the overall rating assigned. The report shall not include any items of a derogatory nature respecting the evaluatee unless such items have been discussed at the evaluation conference and the evaluatee is given an opportunity to respond to such items. If the probationary Faculty Member or any member of the panel does not concur with the report, such individual(s) may submit a written and signed statement of dissent, which statement shall include the reasons for the disagreement. This dissenting statement shall be included with the Combined Dean/Peer Evaluation Report and the Conference Report.

(4) A copy of the Conference Report will also be submitted to the Vice President - Academic Affairs, and/or the appropriate Vice President with respect to those conference reports with an overall rating of “needs improvement,” or “unsatisfactory”. In addition, the evaluatee and any member of the panel may submit a written signed statement expressing a dissenting opinion with reasons for the disagreement within seven (7) workdays. All evaluation materials will be electronically forwarded to Human Resources for inclusion in the employee personnel file. A copy of the conference report may be stored electronically by the District and considered to be a part of the evaluatee’s permanent personnel file.



(5) If a probationary Faculty Member is given an overall evaluation rating of "needs improvement" they will not be eligible for overload or any assignment beyond a regular load until they receive a "satisfactory" evaluation rating.

(6) If a probationary Faculty Member is given an overall evaluation rating of "unsatisfactory," the probationary Faculty Member will not be eligible for winter session assignments, summer session assignments, overload or any assignment beyond a regular load until they receive an overall "satisfactory" evaluation rating.

(j) Procedure For Probationary Faculty With an Overall "Needs Improvement" Rating

(1) If the first-year probationary Faculty Member is identified with an overall evaluation of "needs improvement," during the first or second evaluation, the panel and the evaluatee will develop recommendations for the probationary Faculty Member to improve their effectiveness. The panel is encouraged to provide collegial advice for improving performance to the probationary Faculty Member. The panel must conduct classroom or other appropriate observations of the probationary Faculty Member, hold conferences with the probationary Faculty Member, and may require the probationary Faculty Member to present other materials as follows:

(1) Copies of course syllabi which include the probationary Faculty Member's classroom policies, grading procedures and course content timeline.

(2) Copies of grade records.

(3) The panel/evaluator may request from the evaluatee any of the following: a) quizzes/exams, b) class assignments/activities, c) lab assignments/activities (when applicable), d) homework assignments, and e) other appropriate materials prepared by non-teaching faculty members.

(4) A list of College committees on which the evaluatee is serving or has served since the last evaluation or other comparable non-committee duties performed in the same timeframe or both.

On the basis of the above, an overall rating of either "satisfactory" "needs improvement," or "unsatisfactory" will be assigned by the end of the third evaluation. If the probationary Faculty Member is assigned an overall rating of "unsatisfactory" at the end of the third evaluation this will result in a recommendation on the evaluation form for a March 15 notice to the Superintendent/President, who shall then determine if the recommendation for non-renewal will be forwarded to the Board of Trustees for their review and consideration. If approved by the Board of Trustees, notice of non-renewal shall be served personally, or mailed by Certified Mail, Return Receipt Requested, by March 15th.

(2) If the second-year or third-year probationary Faculty Member is identified with an overall evaluation "needs improvement" at the end of the third or fourth evaluation semester, the panel and the evaluatee will develop recommendations for the probationary Faculty Member to improve their effectiveness. The panel will evaluate and continue to work with the probationary Faculty Member each semester through the fifth evaluation, unless the panel determines that additional evaluation is not necessary. Before the end of the 5th evaluation semester, the panel will determine whether the overall evaluation for the fifth evaluation is "satisfactory" or "unsatisfactory." It is agreed that the 5<sup>th</sup> and last evaluation for the probationary Faculty Member will occur in the fall semester of the fourth year. An overall "satisfactory" evaluation for the 5th evaluation will result in a recommendation on the evaluation form for granting tenure. However, an overall rating of "unsatisfactory" for the 5<sup>th</sup> evaluation will result in a recommendation on the evaluation form for a March 15 notice to the Superintendent/President, who shall then determine if the recommendation for non-renewal will be forwarded to the Board of Trustees for their review and consideration. If approved by the Board of Trustees, notice of non-renewal shall be served personally or mailed via Certified Mail, Return Receipt Requested, by March 15th.

(k) Procedure For Probationary Faculty With an Overall "Unsatisfactory" Rating

If the first, third, or fifth evaluation of a probationary Faculty Member's "Combined Peer/Dean Evaluation Report," is identified with an overall evaluation of "unsatisfactory," a March 15 notice will be recommended by the panel to the Superintendent/President, who shall then determine if the recommendation for non-renewal will be forwarded to the Board of Trustees for their review and consideration. If approved by the Board of Trustees, the notice of non-renewal shall be served personally or mailed via Certified Mail, Return Receipt Requested.

(l) If a March 15 Notice is issued to a probationary Faculty Member, then the following procedures will apply:

(1) A first- or second-year probationary Faculty Member may file a grievance per the formal complaint procedures of Section 4, Article 22, within ten (10) working days after receipt of the so-called "March 15 Notice." If the grievance is not resolved at Section 4, then the Federation shall give written notice to the President of its desire to arbitrate the grievance under the provisions of Section 12, Article 22 within 30 calendar days following receipt of the written reply from the Dean under Section 4. It is understood that with respect to first or second year probationary Faculty Members, the jurisdiction of the arbitrator will be limited to determine whether or not the procedures under this article for evaluating the first or second year probationary Faculty Member have been followed. If the Arbitrator finds in favor of the probationary faculty member, the Arbitrator will recommend appropriate remedies. Upon receipt of the appropriate remedies, the District, Federation, and Probationary Faculty member shall meet to discuss whether or not to implement the recommended remedies.

(2) A fourth year probationary Faculty Member may file a grievance per the formal complaint procedures of Section 4, Article 22, within ten (10) working days of receipt of the so-called "March 15 Notice." If the grievance is not resolved at Section 4, Article 22, then the Federation shall give written notice to the President of its desire to arbitrate the grievance under the provisions of Section 12 within 30 working days following receipt of the written reply from the Dean under Section 4. It is understood that with respect to a fourth year probationary Faculty Member, the

jurisdiction of the arbitrator will be limited to determine (1) whether or not the procedures under this article for evaluating the fourth year probationary Faculty Member have been followed, and, if not, what is the appropriate remedy, and (2) whether with respect to the decision not to grant tenure, that the denial of tenure would be deemed to be unreasonable to a reasonable person, and if deemed to be unreasonable, what is the appropriate remedy, recognizing that only the Board of Trustees and not the arbitrator has the power or authority to convey tenure on the fourth year probationary Faculty Member. Upon receipt of the appropriate remedies, the District, the Federation and the Probationary Faculty member shall meet to discuss whether or not to implement the recommended remedies.

(3) A final decision reached following a grievance or hearing pursuant to subdivision (b) of Section 87910.1 of the Education Code shall be subject to judicial review pursuant to Section 1094.5 of the Code of Civil Procedure. (Ed Code 87611).

(m) Full-Time Temporary Faculty Evaluations

Full-Time Temporary Faculty Members will be evaluated as provided in Section 1, subsections (a-h), with the understanding:

(1) Full-Time Temporary Faculty Members can serve in this capacity only two (2) semesters out of any consecutive six (6), with the exception of nursing faculty which may serve in this capacity for four (4) semesters out of any consecutive six (6) per AB 1051.

(2) If, however, a Full-Time Temporary Faculty Member is selected as a contract Faculty Member in the year following the full-time temporary assignment, that Faculty Member will be evaluated during the second, third and fourth years as specified in the Summary Schedule of Evaluations. NOTE: Online evaluation procedures are provided for in Section 6, Distance Education (DE) Instruction.

## Section 2. Evaluation Of Regular (Permanent) Tenured Faculty

### (a) Tenured Faculty Evaluation Timeline

Tenured Faculty Members will be evaluated every three (3) years from the last evaluation. For newly tenured faculty the first evaluation shall be in the third academic year of tenure. They may also be subject to the evaluation process for cause at a time other than the normal evaluation rotation schedule. In such a case, the evaluatee's Dean/Associate Dean/Director shall submit their reasons, in writing, for this off-cycle evaluation to the evaluatee, subject to the approval of the appropriate Vice President and provided that at least one (1) semester has passed since the last evaluation for which the Tenured (Regular) Faculty Member received an overall rating of satisfactory. The District will notify Faculty, in writing, regarding any changes to their evaluation sequence that result from this additional evaluation. Faculty whose retirement/resignation will occur in the year of a scheduled evaluation will be exempt from the formal evaluation process. If the evaluation is not done the year required, the faculty member may be evaluated the subsequent year. If the evaluation is not done the subsequent year, the faculty member shall be deemed satisfactory and shall not be evaluated for another 3 years or for cause.

### (b) Tenured Faculty Evaluation Postponement

After the announcement of evaluatees for the semester but before classroom/worksites observations have begun, a tenured Faculty Member may request a postponement due to hardship or personal catastrophic circumstances which would adversely affect that semester's evaluation. With the approval of the Dean/Associate Dean/Director, the evaluation of that Faculty Member will be postponed until the next semester. If, due to hardship or personal catastrophic circumstances, the Faculty Member requests a postponement after the classroom/worksites observations have begun, the evaluation procedure may be suspended with the permission of the Dean/Associate Dean/Director and be recommenced the next semester. An overall rating will not be given during the semester when the evaluation process was suspended; however, materials gathered during that evaluation may be used by the evaluator and the Dean/Associate Dean/Director when the process is resumed. The postponement or suspension of the evaluation process will not exceed one (1) semester from the original announcement of the evaluation.

(c) Tenured Faculty Evaluation Requirements

The evaluation will consist of (1) a self-evaluation, (2) student surveys, and (3) a peer evaluation. The peer evaluation will include (1) a review of the student surveys, (2) two or more classroom (either in-person or online) or worksite observations by the evaluator and, where appropriate, the Dean/Associate Dean/Director, and (3) a conference with the evaluatee. Observations shall be no shorter than thirty (30) minutes in length. One of the two required observations will be with prior notice to the evaluatee. For in-person classes, the evaluatee may elect to do an LMS walkthrough with evaluators, but it shall not be required. Copies of the completed Conference Report will be provided to the evaluatee and the Dean/Associate Dean/Director. A copy of the completed Conference Report will be stored electronically by the District and considered to be part of the evaluatee's permanent personnel file. Needs improvement and unsatisfactory Conference Reports will also be submitted by the Dean/Associate Dean/Director and to the appropriate Vice President. NOTE: Online evaluation procedures are provided for in Section 6, Distance Education (DE) Instruction.

(d) Tenured Faculty Evaluation Panel

The evaluation will be conducted by a Full-Time Tenured Faculty Member chosen by the Dean/Associate Dean/Director from the evaluatee's discipline or related discipline if no faculty member in the discipline is available. The evaluator will be responsible for writing the conference report and for submitting all evaluation materials to the office of the Dean/Associate Dean/Director, if the Dean/Associate Dean/Director is not a member of the evaluation panel. If there is not a Full-Time Tenured Faculty Member in the discipline or a related discipline, the Dean/Associate Dean/Director may choose a Full-Time Tenured Faculty Member from a discipline in the Division. If the peer evaluator is not acceptable to the evaluatee, the Dean/Associate Dean/Director and the senior representative from the Academic Senate from the Division will choose three (3) names of Tenured Full-Time Faculty Members in the following priority of selection, first from the evaluatee's department and second from the Division. The evaluatee will then choose one (1) or more to serve as the peer evaluator(s). The evaluatee or the evaluator may also request that the Dean/Associate Dean/Director participate in the evaluation, or the Dean/Associate Dean/Director, at their option, may do so. The Dean/Associate Dean/Director, following the procedures for initiating a "for cause" evaluation outlined in Section 2(a), may

participate in the evaluation. The Dean/Associate Dean/Director would serve in the capacity of an additional evaluator. The purpose of this panel is to assess the teaching effectiveness of the evaluatee and other duties, including committee work, appropriate to a tenured Faculty Member as defined by this Agreement and to ascertain if the evaluatee's overall performance is "satisfactory," "needs improvement," or is "unsatisfactory."

(e) Tenured Faculty Evaluation Procedures

The evaluation procedures shall include:

1. Completion of a self-evaluation on the standardized form (see Appendix J) by the end of the 12<sup>th</sup> week, which is then emailed to all evaluators. Student surveys will be provided to Tenured Faculty by the Friday of the 11<sup>th</sup> week of the semester. In the event the District is not able to provide the completed student survey results to a Tenured Faculty member by the Friday of the 11<sup>th</sup> week of the semester, then the faculty member and peer evaluator(s) shall be notified by the Dean/Associate Dean/Director on or before that date informing them that the evaluatee will not be required to discuss student surveys on their self-evaluation.
2. Two or more classroom/work site observations, one with prior notice to the evaluatee. Observations will be for a minimum of 30 minutes.
3. Student surveys shall be provided electronically. This survey shall be completed on a standardized form which has been designed and approved by the Evaluation Procedures Committee. Additional forms may be utilized by Divisions or departments, subject to approval of the Evaluation Procedures Committee. The survey will be administered during the seventh (7<sup>th</sup>) or eighth (8<sup>th</sup>) week of the semester. Exceptions may be made for those courses that are less than one (1) semester in length, or when the evaluatee is not available for a substantial portion of the semester. The results of all surveys must be returned to the evaluatee by the end of the 11<sup>th</sup> week of the semester. Peer and Dean/Associate Dean/Director observations will be completed prior to the consideration of student surveys.
4. In addition to the evaluatee's self-evaluation report, the evaluatee will provide copies of course syllabi and requested items as described below in 2(e)(4)(1-2) to all evaluators by the end of the 12<sup>th</sup> week of the semester:

- (1) Copies of course syllabi which include the Faculty Member's classroom policies, grading procedures and course content timeline. In addition the panel may request from the evaluatee up to four samples (cumulative total) taken from the following: 1) exams, 2) quizzes, 3) class assignments/activities, 4) lab assignments/activities (when applicable), 5) homework assignments, 6) grade records, 7) and other appropriate materials prepared by non-teaching faculty members.
  - (2) A list of College committees on which the evaluatee is serving or has served since the last evaluation or other comparable non-committee duties performed in the same timeframe or both.
5. Before the evaluation conference, the evaluators(s) will meet to review and discuss the evaluation materials and their respective observations. Any faculty evaluation conducted shall only consider the Faculty Member's period of service and professional development since the last evaluation when determining individual and overall evaluation ratings.
6. The evaluation conference will be held no later than the fourteenth week of the semester with the evaluatee to discuss the evaluation and complete a Conference Report for Faculty on a standardized form prior to the end of the semester.
  - 6.1. This conference shall also include a discussion to confirm that the evaluatee was evaluated in accordance with this article. The Conference Report for Faculty will include, but will not be limited to, the items listed in the evaluatee's self-evaluation report and the student surveys. The basis upon which any "needs improvement" or "unsatisfactory" comments are made will be discussed and assessed at such conference. A short continuance of the evaluation conference will be granted if the evaluatee needs additional time to respond to items raised at the conference. At the evaluatee's request, a Federation representative may attend the conference. However, a scheduled conference will not be postponed more than seven (7) work days to accommodate attendance of a Federation representative.



7. The Conference Report shall not include any items of a derogatory nature respecting the evaluatee unless such items have been discussed at the evaluation conference and the evaluatee is given an opportunity to respond to such items.
8. Copies of the completed Conference Report will be provided to the evaluatee, and the Dean. A copy of the completed Conference Report will be stored electronically by the District and considered to be a part of the evaluatee's permanent personnel file. Copies of Conference Reports with "needs improvement" or "unsatisfactory" ratings will be submitted by the Dean to the appropriate Vice President.

However, if a Faculty Member is assigned an overall "needs improvement" or "unsatisfactory" and there are no tenured faculty in the discipline, the evaluation panel will first attempt to identify qualified Full-Time Faculty from other local community colleges to augment the committee. If none are available, the panel will propose three (3) names from the community, and the District and the evaluatee will agree on one (1). If no agreement can be reached, names will be stricken from the list alternately with the first strike being determined by a coin toss. The function of this person will be to provide technical expertise to the rating panel.

(f) Tenured Faculty Procedure For Overall "Needs Improvement" Rating

If the Tenured Faculty Member is assigned an overall rating of "Needs Improvement" under the provisions of Section 2(e), the panel/evaluator and the evaluatee will develop an improvement plan for the Faculty Member to improve their effectiveness. The Dean/Associate Dean/Director and the evaluating faculty member will be encouraged to work with the Faculty Member during the subsequent semester. The evaluator must conduct classroom or other appropriate observations of the Faculty Member, hold conferences with the Faculty Member, and may require the Faculty Member to present other materials, such as:

- (1) Copies of course syllabi which include the Faculty Member's classroom policies, grading procedures and course content timeline. In addition the panel may request from the evaluatee up to four samples (cumulative total) taken from the following: 1) exams, 2) quizzes, 3) class assignments/activities, 4) lab assignments/activities (when applicable), 5) homework assignments, 6) grade

records, 7) and other appropriate materials prepared by non-teaching faculty members.

- (2) A list of College committees on which the evaluatee is serving or has served since the last evaluation or other comparable non-committee duties performed in the same timeframe or both.

The Faculty Member will be re-evaluated the semester following the “Needs Improvement” rating. Failure of the Faculty Member to show improvement will result in an “Unsatisfactory” rating and the procedures described in Section 2(g) shall be implemented.

(g) Tenured Faculty Procedure For Overall “Unsatisfactory” Rating

If the Tenured Faculty Member is assigned an overall rating of "unsatisfactory" under the provisions of Section 2(e), an evaluation team will be selected. The team shall include the appropriate Vice President, who shall chair the team, the Dean/Associate Dean/Director of the Division or Program, four (4) tenured Faculty Members. At least one of the four faculty members shall be a currently trained equal employment representative. Two (2) of the tenured Faculty Members shall be appointed by the President of the Academic Senate from the Faculty Member's Division and two (2) by the President of the Federation from the faculty at large. The evaluation team and the evaluatee will meet to develop an improvement plan for the Faculty Member to improve their effectiveness. The team members will observe the Faculty Member for at least 30 minutes during a classroom and learning management system (as appropriate in consultation with the evaluatee) or work site visitation. For non-instructional faculty, the evaluation team will observe the Faculty Member in the work setting with students as many times as is necessary. The evaluation team will also conduct any type of student and/or peer survey that may be helpful in analyzing the Faculty Member's performance. The evaluation team will hold conferences with the Faculty Member for the purpose of discussing the improvement plan and their findings and recommendations during the semester and prior to preparing their written report for that semester.

(h) Tenured Faculty Written Report

The evaluation team shall prepare a written report with recommendations, and this report will be signed by the Tenured Faculty Member and by each member of the evaluation team prior to the last day of the semester. The appropriate Vice President may assign the drafting of the report to a member of the team prior to the last day of the semester. If the evaluation team concludes that

the Tenured Faculty Member has made the necessary improvement, the overall evaluation will be determined to be "satisfactory." If at least four (4) members of the evaluation team conclude that the Tenured Faculty Member has not made sufficient improvement, the committee shall recommend the President give consideration that the Tenured Faculty Member receive a written notice of unsatisfactory performance. A tie vote will mean that the Tenured Member will be retained. However, if the evaluation team concludes that the faculty member has made satisfactory progress but still needs to improve in some areas, the faculty member will be retained, receive an overall "needs improvement" evaluation, and the evaluation team will reevaluate the faculty member in the next semester. If the evaluation team concludes that the Tenured Faculty Member has made the necessary improvement, the overall evaluation will be determined to be "satisfactory." A full report shall be prepared and submitted to the President in support of the recommendation. If the Tenured Faculty Member or any member of the team does not concur with the report, such individual may submit a written, signed statement on the dissenting opinion, and this statement shall include the reason for the disagreement. This dissenting statement shall be included with the combined Dean/Peer report and the Conference Report.

(i) Tenured Faculty Restrictions Relating To An Overall Rating of "Needs Improvement" or "Unsatisfactory"

If a Tenured Faculty Member receives an overall evaluation of "needs improvement" or "unsatisfactory," that Faculty Member will not be eligible for sabbatical leave unless and until the Faculty Member is determined to be "satisfactory," except that the District may approve a sabbatical leave for such Faculty Member if it determines that a sabbatical leave would assist the Faculty Member in obtaining a "satisfactory" evaluation. In addition, the "unsatisfactory" Faculty Member will not be eligible for winter session and/or summer session assignments, overload, or assignment beyond a regular load. The "needs improvement" faculty member will not be eligible for overload or assignment beyond a regular load. If the "needs improvement" or "unsatisfactory" evaluation was based on online courses, sabbatical leave, winter/summer session assignments for in-person classes, an overload for in-person classes will not be restricted.

### Section 3. Part-Time Faculty Member Evaluation Process

#### (a) Part-Time Faculty Evaluation Timeline

Part-Time Faculty Members shall be evaluated during the first or second semesters of employment. Thereafter, the Part-Time Faculty Member will be evaluated at least once every 5 semesters of employment. If there is a break of service of two or more years (fall/spring semesters), the evaluation cycle will start over.

#### (b) Part-Time Faculty Evaluation Requirements

The evaluation will consist of (1) a self-evaluation, (2) student surveys, and (3) a peer evaluation. The peer evaluation will include (1) review of the student surveys; (2) classroom or work site observation by the evaluator, and where appropriate, the Dean, Associate Dean, or Director; (3) a conference with the evaluatee; and (4) copies of the conference report to the evaluatee, and Dean/Associate Dean/Director. The Dean, Associate Dean, or Director may participate in classroom observation and/or the evaluation process. No Full-Time Faculty Member other than faculty coordinators shall be required to evaluate more than two Part-Time Faculty Members during any academic semester. This is designed to be a maximum and not a required minimum. Deans/Associate Deans/Directors shall make every effort to rotate equitably evaluation assignments. If a scheduled evaluation is not completed by the end of the evaluation year, the part-time faculty member is deemed satisfactory, and shall not be evaluated again until required to do so by this Section or for cause. NOTE: Online evaluation procedures are provided for in Section 6, Distance Education (DE) Instruction.

#### (c) Part-Time Faculty Evaluation Process

The evaluation will be completed by one Full-Time Faculty Member chosen by the Dean/Associate Dean/Director from the evaluatee's discipline to the extent they are available. Deans, Associate Deans, or Directors may serve as the Full-Time Faculty Member. The purpose is to assess their effectiveness and other duties appropriate to the Part-Time Faculty Member, and to ascertain if the Part-Time Faculty Member's overall performance is "satisfactory," "needs improvement," or "unsatisfactory." Any faculty evaluation shall only consider the period of service since the last evaluation, including the prior evaluation itself, when determining individual and overall evaluation ratings.

(d) Part-Time Faculty Self-Evaluation

Student surveys will be provided to Part-Time Faculty by the Friday of the 11<sup>th</sup> week of the semester. By the end of the 12<sup>th</sup> week of the semester, each Part-Time Faculty Member shall complete a self-evaluation report on a standardized form (See Appendix J) and email copies to the evaluator. In the event the District is not able to provide the completed student survey results to a Part-Time Faculty member by the Friday of the 11<sup>th</sup> week of the semester, then the faculty member and peer evaluator(s) shall be notified by the Dean/Associate Dean/Director on or before that date informing them that they will not be required to discuss student surveys on their self-evaluation. In addition, the part-time faculty member and peer will also email copies of course syllabi, which include the part-time faculty member's classroom policies, grading procedures, and course content timeline to the evaluator(s). In addition the evaluators may request from the evaluatee up to four (4) samples (cumulative total) taken from the following: 1) exams, 2) quizzes, 3) class assignments/activities, 4) lab assignments/activities (when applicable), 5) homework assignments, 6) grade records, 7) and other appropriate materials prepared by non-teaching faculty members one week prior to the evaluation conference.

(e) Part-Time Faculty Student Evaluations

A student survey shall be administered each semester of evaluation to all students of the Instructor. Additional forms may be utilized by Divisions or departments, subject to approval of the Evaluation Procedures Committee. The survey will be administered to at least one class, during mid-semester, typically the seventh or eighth week of the semester. The results of all surveys must be returned to the part-time faculty member one week before the self-evaluation is due. Peer and Dean/Associate Dean/Director observations shall be completed prior to the consideration of student surveys.

(f) Part-Time Faculty Observation Schedule

The evaluators are required to make at least one classroom (either in-person or online) or learning management system or other work-site observation for a minimum of 30 minutes, with prior notice to the evaluatee, during the semester of evaluation, and complete the Part-Time Faculty evaluation form found in Appendix J. The Dean, Associate Dean, or Director, and evaluators have the prerogative to make additional classroom observations at any time. For in-person classes, the evaluatee may elect to do an LMS walkthrough with evaluators, but it shall not be required.

(g) Part-Time Faculty Evaluation Conference

If the overall evaluation is less than “satisfactory,” an evaluation conference will be held by the evaluator before the end of the 14<sup>th</sup> week of the semester to meet and discuss the Evaluation Report. An evaluation conference may also be scheduled at the request of either the evaluator or the evaluatee.

(1) The basis upon which any “needs improvement” or “unsatisfactory” comments are made will be discussed and assessed at the evaluation conference.

(h) Part-Time Faculty Evaluation Report

(1) The evaluator will submit the Evaluation Report to the division and the evaluatee by the end of the semester.

(2) If the evaluatee receives an overall evaluation rating of “unsatisfactory,” the part-time faculty member will not be eligible for future employment with the College. An overall evaluation of “needs improvement” may result in a decision not to reemploy the part-time faculty member.

(3) The employment status of Part-Time faculty on the Reemployment Preference List who receive an overall “Needs Improvement” or overall “Unsatisfactory” evaluation shall be in accordance with Article 8, Section 14 of this Agreement.

(4) All records and reports of the evaluation procedure will be stored electronically by the District and considered to be a part of the part-time faculty member’s permanent personnel file.

(i) Non-Instructional Faculty Members

Evaluation of part-time faculty members who are not instructors shall generally follow the procedures set forth in Section (a)-(i) of Section 3 as appropriate. If the student and peer evaluation procedures set forth in Section 3 are deemed inappropriate by the Dean, Associate Dean, or Director, alternative procedures will be determined in accordance with and per the recommendations from the Evaluation Procedures Committee (refer to Article 20, Section 5).

Section 4. Non-Instructional Faculty Members

Evaluation of Faculty Members (whether Full-Time or Part-Time) who are not instructors shall generally follow the procedures set forth in Sections 1, 2, or 3 as appropriate. If the student

surveys or peer evaluation procedures set forth in Sections 1, 2, or 3 are deemed inappropriate, alternative procedures will be recommended for negotiation between the District and Federation with prior written input from Faculty Member(s) in a particular position, the Academic Senate per Section 5, and the responsible Dean, Associate Dean, or Director. Such procedures shall be submitted to the Evaluation Procedures Committee for approval. Once procedures have been negotiated in any given position(s), the procedures will be established in a Memorandum of Understanding between the Federation and the District that is considered to be included within Article 20.

#### Section 5. Evaluation Procedures Committee Recommendations

An Evaluation Procedures Committee of three (3) persons, one (1) appointed by the District, one (1) appointed by the President of the Academic Senate, and one (1) appointed by the Federation, will evaluate the effectiveness of evaluation forms and make recommendations to the District and the Federation for any change. Any recommended change to the evaluation forms will be negotiated between the District and the Federation for inclusion in a Memorandum of Understanding. This committee has the responsibility of preparing and revising, as necessary, all standardized surveys and report forms to be used in the evaluation process and for the design and approval of the student surveys, which vary by department/Division/work site, subject to negotiations between the District and the Federation prior to implementation. All recommendations by the Evaluation Committee must be reviewed by the Academic Senate Council and the Federation Executive Board.

#### Section 6. Distance Education (DE) Instruction

When faculty are evaluated in distance education instruction, the following procedures should be observed:

(1) Whenever practicable, the peer evaluators should be faculty with experience in teaching online courses and with expertise in the subject matter.

(2) For DE classes, the panel in consultation with the evaluatee will determine a timeframe to include observing online sessions, in-person sessions (if hybrid), announcements, discussion boards, and instructional materials to meet the requirement of “classroom or other work site observation.” There shall be a single walkthrough of the evaluatee’s LMS for the course,

guided by the evaluatee, lasting no longer than 30 minutes. If at least one evaluator is in attendance during this walkthrough, further walkthroughs shall not be required.

(3) The division will provide to the evaluatee and the designated observer(s) a range of dates during which the course will be open for observation. The evaluator will be granted an “observer” role in the learning management system, which will give the evaluator limited access to the course.

(4) The evaluators will follow guidelines developed by the Distance Education Advisory Committee. The observer(s) will focus on determining whether the course is well-organized and easy to navigate; the instructor engages in and initiates regular and substantive student interaction; creates substantive student-to-student interaction; uses technology appropriately; and that methods of online instruction meet the needs of students consistent with the maintenance of quality education.

(5) Student surveys evaluating faculty effectiveness will be deployed in the evaluatee’s online course through the El Camino College learning management system. Students will also be notified about the survey and the timeframe in which the survey needs to be completed. Peer and Dean/Associate Dean/Director observations will be completed prior to their consideration of student surveys.

(6) When the faculty member's deficiency is related to the unique nature of online teaching, the District will not rely on such documentation in connection with future evaluations if that faculty member is no longer teaching online. The District will suggest to faculty, who would like to continue to teach online but received a “needs improvement” or “unsatisfactory” overall rating, to develop an improvement plan in which faculty will utilize campus resources to address the issue which led to the needs improvement or unsatisfactory performance rating. This may include distance education resources, including guidance from the Distance Education Faculty Coordinator.

## Section 7. General

(a) Where appropriate, an Associate Dean, Director or Faculty Coordinator, when assigned by the Vice President - Academic Affairs; or Vice President - Student Services; or the Division Dean, will perform the duties of the Dean as provided in this Article. Except in



emergency situations, the evaluator(s) and evaluatee will be informed in writing at the beginning of the semester of evaluation as to the Dean, Associate Dean, Director, or Faculty Coordinator who will be responsible for the Faculty Member's evaluation.

(b) All records and reports of the evaluation procedure will be retained electronically by the District in the Faculty Member's personnel file and such reports and records may be utilized in any proceeding subject to the provisions of the Education Code. These records and reports will be made available to the evaluatee upon request.

(c) A Faculty Member who received an overall rating of "needs improvement" or "unsatisfactory" has the right to file a grievance on either one of two bases: (1) the evaluation is alleged to be unreasonable; or (2) improper procedures are alleged to have been followed. Any grievance filed must be accompanied by specific reasons as to how the evaluation is alleged to be unreasonable or how the procedures are alleged not to have been followed. The grievance shall be filed within ten (10) working days of receipt of the "needs improvement" or "unsatisfactory" evaluation.

(d) When a Full-Time Faculty Member is being evaluated, they will not be required to do probationary faculty evaluations the semester they're being evaluated if possible.

(e) A peer evaluator has ten (10) working days from being assigned to notify the Dean by email that they have cause not to participate in the evaluation process. In such case, the Dean shall immediately select an alternate.

Section 8. Summary Schedule of Evaluations (Table)

Contract (Probationary) Tenured Track Faculty are hired for first year, second year, and then a combined third and fourth year.

Evaluation schedule	CONTRACT (PROBATIONARY) FIRST YEAR		CONTRACT (PROBATIONARY) SECOND YEAR		CONTRACT (PROBATIONARY) THIRD YEAR		CONTRACT (PROBATIONARY) FOURTH YEAR		TENURED FIFTH YEAR
	Fall	Spring	Fall	Spring	Fall	Spring	Fall	Spring	Fall
Probationary Tenure Track Faculty ( <u>Fall hire</u> )	1 <sup>st</sup> Eval	2 <sup>nd</sup> Eval	3 <sup>rd</sup> Eval	or 3 <sup>rd</sup> Eval if extenuating circumstances exist	4 <sup>th</sup> Eval	or 4 <sup>th</sup> Eval if extenuating circumstances exist	5 <sup>th</sup> Eval	or 5 <sup>th</sup> Eval if extenuating circumstances exist	<b>TENURED</b>

Evaluation schedule	1 <sup>st</sup> Spring Semester	CONTRACT YEAR 1		CONTRACT YEAR 2		CONTRACT YEAR 3		CONTRACT YEAR 4		CONTRACT YEAR 5
		Fall	Spring	Fall	Spring	Fall	Spring	Fall	Spring	Fall
Probationary Tenure Track Faculty ( <u>Spring hire</u> )	No Eval	1 <sup>st</sup> Eval	2 <sup>nd</sup> Eval	3 <sup>rd</sup> Eval	or 3 <sup>rd</sup> Eval if extenuating circumstances exist	4 <sup>th</sup> Eval	or 4 <sup>th</sup> Eval if extenuating circumstances exist	5 <sup>th</sup> Eval	or 5 <sup>th</sup> Eval if extenuating circumstances exist	<b>TENURED</b>

- Regular (Tenured) Faculty – Beginning at Year 5, evaluate every third year (Year 7 will be the first tenured evaluation) “two years off, one year on.”
- Part-Time Temporary Faculty – Evaluate 1<sup>st</sup> Semester or 2<sup>nd</sup> Semester Thereafter, the Part-Time Faculty Member will be evaluated at least once every five semesters of employment. These semesters need not be consecutive.
- Full-Time Temporary Faculty – same as Probationary Tenure Track faculty; fall or spring hire as applicable.
- If Contract (Probationary) Tenured Faculty are initially hired in the Spring Semester then the first evaluation will occur in the following fall semester.

## ARTICLE 21 - GENERAL PROVISIONS

### Section 1. Personnel Files

(a) There shall be one (1) official District personnel file for each Faculty Member. The material in the official District personnel file shall be considered and used as the only official personnel record of the District in any proceeding affecting the status of the Faculty Member's employment with the District.

(b) The material in the file shall be made available for the inspection by the Faculty Member to whom the file pertains except ratings, reports or records which were (1) obtained prior to the employment of the Faculty Member, (2) prepared by identifiable selection or evaluation committee members, or (3) obtained in connection with a promotional evaluation.

(c) A Faculty Member shall have the right to inspect the file, except as provided in subsection (b) of this Section upon written request. A representative of the Federation, chosen by the Faculty Member, may at the Faculty Member's request, accompany the Faculty Member in this review. The review shall be made during normal business hours and at a time when such Faculty Member or Members are not otherwise required to render service to the District.

(d) Any item to be placed in the file shall be clearly identified as to its source or originator and its date of receipt by the District.

(e) Information that could impact the evaluation of the Faculty Member, except that listed under subsection (b) of this Section, shall not be entered or filed unless and until the Faculty Member is given notice and an opportunity to review and comment thereon. Such comments, including any supporting documents submitted in writing by the Faculty Member and/or the Federation if requested by the Faculty Member, shall be attached and filed accordingly. Such review shall take place during normal business hours, and the affected Faculty Member shall be released from duty for this purpose, if necessary, without salary reduction.

(f) Official District personnel files shall also be available to the Board of Trustees, the Superintendent/President, the Assistant Superintendents/Vice Presidents, the Director of Human Resources, the Dean or Associate Dean of the Faculty Member's Division, and to any confidential employee of the District designated to receive such files. No other party shall have access to a

Faculty Member's file, except as the result of a legal proceeding, without the written authorization of the Faculty Member.

### Section 2. Right to Representation

Upon request by the Faculty Member, the District shall afford the Faculty Member the right to have a Federation representative present at meetings involving the Faculty Member and College Administration which could result in negative consequences to the Faculty Member's employment. This request may be made prior to or during the meeting. The District and the Federation will cooperate to schedule such meetings.

### Section 3. Medical Examinations

(a) If the District has reasonable cause to believe that a Faculty Member's ability to perform the assigned duties is impaired by a physical, mental, or emotional disease or condition, the District shall informally discuss this concern with the Faculty Member involved and may, if deemed appropriate, suggest that the Faculty Member seek appropriate professional assistance.

(b) If the Faculty Member does not show adequate improvement over a reasonable period of time in the performance of the assigned duties, the President, or Vice President responsible for Human Resources functions, may require the Faculty Member to undergo appropriate examinations by a Board Certified or Board Eligible psychiatrist, physician, or clinical psychologist selected by the District and specializing in the area of concern. The Faculty Member may request that the psychiatrist, physician, or clinical psychologist selected by the District and a psychiatrist, physician, or clinical psychologist chosen by the Faculty Member select a third such professional to conduct the examinations which shall be at District expense. The Faculty Member shall be required to execute a release so that the clinical psychologist, physician, or psychiatrist may make a confidential report of the findings to the President or Vice President responsible for Human Resources functions. In the event the report concludes that the Faculty Member is able to perform the assigned duties, the report shall be destroyed.

(c) A required examination shall be deferred in the event the Faculty Member chooses to take the matter to grievance pending the outcome of the grievance process. Any grievance arising under this Section will begin at Article 22, Section 4.

(d) Nothing herein shall preclude the District from taking action pursuant to Education Code Section 87732.

#### Section 4. Home Address/Telephone Number

Faculty Members are required to keep on file their current home addresses and telephone numbers in the office of the Dean of their Division and in Human Resources.

#### Section 5. Non-Discrimination

The El Camino Community College District is committed to providing equal opportunity in which no person is subjected to unlawful discrimination on the basis of ethnic group identification, national origin, religion, age, sex, race, color, ancestry, sexual orientation, physical or mental disability or membership or non-membership in any faculty organization.

#### Section 6. Budget Requests

The District shall establish a procedure whereby each contract and regular Faculty Member will have an opportunity once each academic year to submit written budget requests and recommendations to the Dean of the Division who shall consider such requests and recommendations in making recommendations to the appropriate officials of the District. The Faculty Member may retain a copy of such request.

#### Section 7. Committee Meetings

Faculty Members who are serving on committees established or recognized by this Agreement, or on committees established by the District, will receive released time without loss of compensation if the committee meeting conflicts with the Faculty Member's class or office hour schedule; however, it is understood that committee meetings shall be scheduled, if possible, at hours that do not conflict with the assigned duties of the Faculty Member involved.

### Section 8. Minimum Qualifications

In order to teach in a discipline, a Faculty Member is required to meet minimum qualifications in compliance with the Education Code or have been granted equivalency in accordance with Board Policy.

### Section 9. Tuberculosis Examination

(a) An X-ray of the chest or a tuberculin skin test shall be required of each Faculty Member every four (4) years between July 1 and December 31, and the results of such examination shall be filed with Human Resources. The cost of the examination shall be paid by the District, providing that it is administered by the College Health Center or medical center retained by the District for this purpose.

(b) If a tuberculin skin test of a Faculty Member shows a "positive" reaction, the Faculty Member shall be required to have a chest X-ray examination.

(c) If the examination results in a finding that the Faculty Member is suspected of having active tuberculosis, the Faculty Member shall be immediately released of all duties, granted any paid leave benefits to which he may be entitled under Article 11, and shall be reinstated only after conclusive evidence is presented that the Faculty Member is free of active tuberculosis.

(d) A Faculty Member may file an affidavit with Human Resources stating that the Faculty Member adheres to the faith or teachings of any well-recognized religious sect, denomination, or organization, and in accordance with its creed, tenets, or principles, depends for healing upon prayer in the practice of religion, and that to the best of the Faculty Member's knowledge and belief that active tuberculosis is not present and request that an examination hearing be held before the Board of Trustees.

### Section 10. Parking

Parking spaces will be provided Faculty Members on District premises. For the term of this Agreement there will be no charge for such parking.

### Section 11. Confidentiality

Consistent with the ethical standards of the student counseling profession, the confidentiality of the counseling relationship between a counselor and the student counseled shall be respected by all parties.

### Section 12. Keys

Faculty Members will be required to reimburse the District for lost keys at the District's cost of such keys, unless the keys were lost due to a burglary or reported theft. If re-keying one or more doors is necessary as the result of a lost key, the Faculty Member will also be required to reimburse the District for that cost up to a maximum of fifty dollars (\$50.00).

### Section 13. Computer Use

The Faculty Computer – Use Agreement is attached hereto as Appendix K.

## ARTICLE 22 - GRIEVANCE PROCEDURES

### Section 1. Purpose And Definitions

It is the purpose of the Article to outline a procedure for addressing grievances that may arise between the Federation and/or the "Grievant" and the District in order that they may be resolved in the most timely, amicable, and efficient manner consistent with meeting the individual and mutual interests of the parties concerned.

(a) Grievance: An allegation that there has been a misinterpretation, misapplication, inequitable application, or violation of the terms, provisions, and conditions of the Agreement or of any "Policy of the District" to the extent that the grievant (whether an individual, a group, or the Federation), claims to have been affected adversely, treated unfairly, and/or treated inequitably.

(b) Policy Of The District: A rule, regulation, or policy adopted by the Board of Trustees.

(c) Grievant: An individual Faculty Member or a group of Faculty Members, an individual acting on behalf of Faculty Members having the same or similar grievance, or the Federation.

(d) Mediation: The process by which an impartial third party (the State Mediator) assists the parties involved in a dispute to resolve their differences and arrive at a mutually agreeable settlement.

(e) State Mediator: The person selected by the California State Mediation and Conciliation Service to implement the mediation process.

(f) Working Days: Any day (Monday through Friday) that the District is open for business during the Fall and Spring Semester.

(g) Dean: For purposes of this Article, the term "Dean" refers to the Dean of the Faculty Member's Division or the Dean of another Division, or higher official, or a director or manager, who is the responsible District officer involved in the acts which are the subject of the grievance.

(h) Federation Representation: Upon their request, the Faculty Member shall be entitled to Federation representation during the grievance process. (See Article 21, Section 2



regarding “Right to Representation” and Article 22, Section 8 regarding “Federation and District Representation.”)

(i) Signed and dated: A grievant, the Federation, or District officer can substitute an email for a signed and dated paper document.

(j) The District shall not retaliate against a faculty member, individually or as part of a group, who files a grievance.

### Section 2. Exclusions

It is expressly understood that the following are specifically excluded:

- (a) Any grievance concerning the provisions of Article 1, Recognition,
- (b) Any grievance arising out of either the existence of, or the exercise of, any of the rights of the District as set forth in Article 2, Rights of the District, or any other rights of the District not expressly limited by the terms of this Agreement,
- (c) Any action taken pursuant to Article 6, Section 3, except subsections (f), (g), and (h) and subparagraph (8) of subsection (a) of Article 6, Section 3,
- (d) Any grievance arising out of Article 23, Work Stoppage, and
- (e) Such other exclusions, as may be included within this Agreement.

### Section 3. Informal Grievance Meeting

Prior to filing a written Level 1 Grievance pursuant to Section 4 of this Article, the grievant shall initially discuss the grievance and the remedy sought in person with the appropriate Dean or immediate supervisor within twenty (20) working days after the circumstance or action giving rise to the grievance was discovered or reasonably could have been discovered. Both parties will informally discuss the grievance and make an earnest and good-faith effort to resolve the Informal Grievance. If the grievant is represented by a Federation representative, then an administrative representative may also be present at the Informal Grievance Meeting.

### Section 4. Level 1 Grievance

(a) If the grievance is not resolved at the Informal Grievance Meeting, and if the grievant desires to proceed further with the grievance process, then the grievant shall file in writing

a Level 1 Grievance with the appropriate Dean or immediate supervisor within twenty (20) working days after the Informal Grievance Meeting. The Level 1 Grievance shall fully state the facts giving rise to the grievance and shall specify the provision or provisions of this Agreement alleged to have been violated or the Policy of the District alleged to have been violated and the remedy sought. The Level 1 Grievance shall be signed and dated by the grievant and shall include a statement that the Informal Grievance Meeting held on (specify date(s)) was not successful in resolving the grievance.

(b) Upon receipt of the Level 1 Grievance, the Dean or immediate supervisor shall promptly forward a copy of the Level 1 Grievance to the Vice President of Human Resources, who shall in turn promptly forward a copy to the President of the Federation if the Federation has not been involved in the grievance until that point. The Dean or immediate supervisor will promptly schedule a meeting with the grievant to review and discuss the Level 1 Grievance. Such meeting will be scheduled to take place no later than five (5) working days from the date the written Level 1 Grievance is received by the Dean or immediate supervisor.

(c) The Dean or immediate supervisor will provide the grievant with a written reply to the Level 1 Grievance, by email, within twenty (20) working days following the date of the meeting. Such reply will terminate this Level 1 Grievance procedure.

#### Section 5. Level 2 Grievance

If the grievant is not satisfied with the decision at the Level 1 Grievance meeting, the grievant may, within twenty (20) working days of the receipt of the decision from Level 1 Grievance meeting, appeal the decision in writing to the appropriate Vice President. This statement of the Level 2 Grievance shall include a copy of the original grievance and appeal, the decisions rendered, and a clear, concise statement of the reasons for the appeal. A copy of the appeal and supporting documents shall be sent to the Vice President of Human Resources. Both the grievant and appropriate Vice President shall meet to discuss the merits of the grievance at the earliest convenient time. The Vice President shall provide a written decision to the grievant, by email, within ten (10) working days following the Level 2 Grievance meeting.

## Section 6. Mediation

Any grievance that is not resolved through the Level 2 Grievance process may be pursued by the grievant within twenty (20) working days of the Vice President's response in accordance with the following procedures:

(a) The grievant shall notify the President of the Federation and the Vice President of Human Resources in writing of the referral of the grievance to Mediation. Such notification shall be accompanied by copies of the grievance and written replies from all prior grievance levels.

(b) (1) The Office of Human Resources will promptly, within five (5) working days, notify the office of the State Mediation and Conciliation Service of the need for the appointment of a State Mediator. This notification will copy both the grievant and the office of the Federation.

(2) The mediation conference will be held at the College and scheduled at a mutually convenient time per Section 9 of this Article.

(c) The parties shall make a good-faith effort to resolve the issues identified in the grievance through the use of the State Mediator who will assist the parties in their efforts to achieve a mutually satisfactory resolution of the grievance. The State Mediator shall not issue any public statement of fact or opinion concerning the issues or positions under discussion. Similarly, in no instance shall the form or matter of these discussions, including settlement statements, positions, offers, or proposals made during the mediation process be revealed publicly by the parties nor referred to or introduced in any subsequent proceedings except with the written permission of the parties directly involved.

(d) The mediation conference shall be informal in nature. There shall be no formal rules of evidence. No transcript of the conference, written or verbal, shall be made. Any additional ground rules pertaining to the conduct of the conference shall be agreed upon by the parties. The State Mediator shall attempt to assure that all pertinent and relevant facts, considerations, and concerns are revealed by the parties. The State Mediator shall have the authority to meet with the parties separately and in confidence (caucus), but will have no authority to compel a resolution of the grievance. Any of the parties may request the attendance of one or two other persons of his/her choice in order to provide assistance or support for that party. Witnesses may also be called by the parties, with the permission of the State Mediator in order to clarify the facts involved in the grievance.

(e) If a satisfactory resolution of the grievance is achieved during the mediation conference, the parties shall sign a written statement to that effect and thus waive the right of the parties to any further appeal of the grievance, unless the terms and conditions of the agreement are not adhered to. It is understood that a Federation representative has the right to attend the mediation conference.

(f) If a satisfactory resolution is not achieved during the mediation conference:

(1) For grievances involving alleged violation or misapplication of the Policy of the District, the process shall conclude at this point.

(2) For all other grievances, the arbitration process is available subject to the provisions in Section 13 (Arbitration) of this Article.

#### Section 7. Timely Statement

If a grievance is not processed by the grievant in accordance with the time limits set forth in the Article, the grievance shall be considered settled on the basis of the last decision made. If the District fails to respond to the grievance within the time limits set forth in this Article, the grievance shall be considered settled on the assumption that the remedy being sought by the grievant is acceptable to the District. The time limits specified in the Article are intended to be maximum limits and every effort should be made to expedite the settlement process. However, the time limits set forth in the Article may be extended by written mutual agreement between the District and the grievant or the District and the Federation, as the case may be, provided that the time limits shall be extended if any party to the grievance is incapacitated by virtue of causes beyond that party's control. Time limits will be tolled during non-instructional periods. The participants in a meeting or conference may agree in writing to adjourning and convening at a more convenient time and date.

#### Section 8. Federation and District Representation

The grievant shall be entitled to Federation representation at the informal conference, Level 1, Level 2, and Mediation. If the grievant desires such representation, the Federation shall inform the Dean, or Vice President, as the case may be, of the person selected by the Federation in order that the meeting or conference can be scheduled so as not to conflict with assigned duties.

Similarly, the District may invite an additional management employee to be present at all meetings and conferences. The District and the Federation may also designate a substitute for the person identified as the responsible District and Federation representative in this Article; however, that substitute must possess the authority to resolve the dispute.

#### Section 9. Scheduling

All meetings and conferences will be held during the normal business day and shall be scheduled, where possible, by the Dean, State Mediator, or Vice President at hours that do not conflict with the assigned duties of the Faculty Member(s) involved. In the event that the Dean, State Mediator, or Vice President schedules a meeting or conference which conflicts with the assigned duties of the affected Faculty Member(s), the Faculty Member(s) will not suffer any loss of pay as a result of attending such meeting or conference.

#### Section 10. Federation Grievance

If the Federation has a grievance concerning the application of the provisions of the Agreement or Policy of the District, it shall provide the grievance to the Vice President of Human Resources within ten (10) working days from the date the Federation discovered or could have discovered the facts giving rise to the grievance. The Federation shall comply with the requirements set forth in this Article commencing with Section 3.

#### Section 11. Multi Party Grievance

If a group of Faculty Members has the same or similar grievance, one Faculty Member may file the grievance on that Faculty Member's own behalf as well as on the behalf of the other Faculty Members similarly situated. The Faculty Member who files such a class or group grievance shall first obtain the express consent by email of all the Faculty Members in the class or group who thereby authorize and give their specific approval for the Faculty Member to process the grievance on their behalf. Since all consenting Faculty Members shall be considered parties to the grievance and any settlement that is reached, all of the Faculty Members shall be consulted by the Faculty Member pursuing the grievance prior to the final approval of any agreement. Multi-

party grievance meetings shall include no more than four (4) faculty, exclusive of Federation representation.

#### Section 12. Initial Salary Placement

A Faculty Member who has a grievance concerning initial placement on the salary schedule shall first discuss the issue with the Vice President of Human Resources (or designee), commencing with Section 3 of this Article, within sixty (60) working days from the beginning of employment, fiscal year or academic year, as the case may be.

#### Section 13. Arbitration

Grievances that are not resolved pursuant to this Article and which the Federation, in its sole discretion and exclusive right, desires to pursue further, shall be submitted for arbitration as provided by this Section. The Federation shall give written notice to the President, with a copy to the Vice President of Human Resources, of its desire to arbitrate the grievance within thirty (30) working days following conclusion of the mediation conference (Section 6). Failure to file such a request within these time limits shall terminate this process. The only matters that are subject to arbitration are those which constitute grievances and have been processed in accordance with the previous sections of this Article. Any matter that is excluded under Section 2 of this Article is also not subject to arbitration.

(a) The parties shall agree on an arbitrator no later than ten (10) working days following the District's receipt of the Federation's written notice desiring arbitration of the grievance. If no agreement is reached between the parties within that period, they shall jointly request that the State Mediation and Conciliation Service supply a panel of seven (7) names of potential arbitrators who are members of the National Academy of Arbitrators. The parties shall then alternately strike names of the modified panel list until one name remains. The party who strikes the first name shall be determined by the flip of a coin.

(b) The function and purpose of the arbitrator is to resolve the disputed interpretation of the terms actually found in this Agreement. Such resolution shall be based on the disputed facts upon which the application of the provisions of this Agreement depend and considering the intent of the parties when such provisions were agreed upon. The arbitrator shall have no authority to

alter, amend, add to, or subtract from the terms, conditions, or provisions of this Agreement, and shall determine only whether or not there has been a violation of such terms, conditions, or provisions as alleged in the grievance and what the appropriate remedy will be.

(c) The decision of the arbitrator as limited herein shall be final and binding upon the parties to the dispute. No decision rendered by the arbitrator shall be retroactive beyond the occurrence of the event giving rise to the grievance.

(d) The fees and expenses of the arbitration, including a reporter's transcript if the arbitrator determines that a transcript is desirable, shall be paid equally by the parties. If the arbitrator determines that a reporter's transcript is not desirable, the party ordering the transcript shall pay the cost. Each party shall bear the expense of preparing for and presenting its own case, except that the District shall grant released time without loss of compensation to the grievant(s) and a representative of the Federation at the arbitration hearing. Hearings will be scheduled, if possible, on District premises.

#### Section 14. Confidentiality

All supporting documents, communications, and records dealing with the processing of a grievance, mediation, and arbitration shall be considered confidential and filed separately from the personnel file of the parties involved, and shall not be utilized in any evaluation or in providing any employment reference or recommendation without the written consent of the parties.

#### Section 15. Prohibited Behavior

(a) All employees of the District are expected and required to conduct themselves in a manner which is appropriate to an academic environment and are not to engage in any prohibited behavior – that is, behavior which is demeaning, offensive, intimidating, or physically threatening to any other employee in the college community.

(b) A personal complaint against Prohibited Behavior does not constitute a grievance as defined in this Article and such an allegation may not be used as the sole basis for a grievance; however, it may be cited as an aggravating factor to a grievance.

(c) The District has policies respecting sexual harassment and discriminatory harassment, which policies are the exclusive procedures for allegations of such conduct. Personal

complaints pursuant to this Section involve allegations of prohibited behavior which are not of such a nature as to invoke the established procedures of the sexual and/or discriminatory harassment policies.

(d) If a Faculty Member has a complaint against another Faculty Member or a classified employee of the District that such person has engaged in such prohibited behavior, the Faculty Member shall discuss the matter with the appropriate Dean within ten (10) working days. The Dean is responsible for promptly investigating the matter and taking appropriate action concerning the matter. If either Faculty Member is still not satisfied, the Faculty Member may, within thirty (30) working days of the proposed resolution, meet with the Federation President and the Vice President of Human Resources, or their designees in an attempt to resolve the complaint.

(e) If the Faculty Member's complaint pertains to a Dean or other member of management, the Faculty Member may discuss the matter with the appropriate Vice President, and/or may file a complaint in writing with the Vice President of Human Resources and the President of the Federation within thirty (30) working days of when the complaint arose. A meeting will be scheduled within thirty (30) working days with the Federation President and the Vice President of Human Resources, or their designees in an attempt to resolve the complaint.

(f) It is not prohibited behavior for a Dean to admonish, either verbally or in writing, a Faculty Member due to the Faculty Member's performance (or non-performance) of the Faculty Member's duties and to warn the Faculty Member that continuation of the Faculty Member's conduct may result in disciplinary or other adverse action against the Faculty Member, so long as such statements by the Dean are made in a professional manner.



## **ARTICLE 23 - WORK STOPPAGE**

During the life of this Agreement and before completion of impasse procedures (mediation and fact-finding) under the Educational Employment Relations Act, neither the Federation nor the Federation's officers shall authorize or advocate a strike, work stoppage, or slow down by members of the faculty bargaining unit.

## ARTICLE 24 - INSTRUCTIONAL TECHNOLOGY

### Section 1. Definitions

(a) **Distance Education** means instruction in which the instructor and student are separated by distance and interact through the assistance of communication technology.

(b) **A Work** is any material which is eligible for copyright protection, including (but not limited to): books, articles, dramatic or musical compositions, poetry, instructional materials (e.g., scientific, logical, opinion or criticism), works of art or design, photographs or films, video or audio recordings, computer software, architectural and engineering drawings, choreography. A Work may be recorded in any enduring medium (e.g., print, manuscript, electronic storage formats, optical, photosensitive film, etc.) or may exist in any tangible form (e.g., a sculpture, painting, structure or building).

(c) **An Invention** is any idea or discovery which is eligible for patent protection, including (but not limited to) a device, process, design, model, strain or variety of any organism or composition of matter.

(d) **District Support** includes the use of district funds, personnel, facilities, equipment, materials, or technology.

**Substantial District Support** is defined as support involving either (1) direct costs to the District in excess of \$2000 over and above any budget customarily provided for the Faculty Member's usual appointment or assignment, (2) indirect costs to the District (including but not limited to salaries and wages) in excess of \$5000 for District employees providing secretarial, technical or creative services specifically for the project, or (3) the use of exceptionally expensive District equipment or facilities (e.g., professional recording and filming studio, professional television cameras and the like). A grant obtained through the initiative and efforts of a Faculty member shall not be considered to have resulted from Substantial District Support so long as the Faculty Member's contributions exceed the District's contributions.

(e) **A Work for Hire or Invention for Hire** is one for which the Faculty Member is specifically compensated to create. Works or Inventions for Hire include products resulting from grants where the Faculty Member's contributions were less than contributions from the District.

(f) **Proprietary Instructional Materials** are those materials a Faculty Member creates to perform his assignment more effectively for the benefit of the students, including (but not limited to): syllabi, lectures, student exercises, illustrations, recordings, multimedia programs and tests. The Faculty member may use Instructional Materials in a traditional classroom or in any form of Distance Education. These Proprietary Instructional Materials may be created using the personal resources of the Faculty Member and/or resources provided by the District.

### Section 2. Instructional Technology Decisions

The El Camino College Academic Senate has the primary responsibility for the recommendations to the Board of Trustees regarding curriculum and matriculation issues. As such, only those courses and programs approved through the agreed upon curriculum and matriculation decision process will be delivered by Distance Education.

The Faculty of the District is primarily responsible for the decisions related to the use of instruction technology in the courses and programs offered by the District.

The decision to offer any period of a course in distance mode shall be determined according to Section V, “Faculty Selection and Course Scheduling” of the Distance Education Guidelines.

### Section 3. Access to Technology, Training and Support

The District has provided funds for Faculty training in the use of technology, and will continue its support of continuing education for Faculty at no less than the level of funding provided in Article 16, Section 2.

### Section 4. Privacy, Staffing Levels, and General Health and Safety Issues

Faculty members are bound by the District’s Computer and Network Use Policy (BP/AP 6160), a copy of which is attached hereto as Appendix E. The Board of Trustees may change this Policy from time to time. If the Board changes the Policy in a manner which significantly changes the rights of Faculty Members under this Agreement, the District and the Federation will bargain the effects of such change.

There shall be no taping, televising, or recording of instruction without the knowledge and written consent of the Faculty Member(s) involved, who also shall be advised of the intended uses thereof.

#### Section 5. Distance Education

Compensation and workload (e.g., class size, class maximums) of Distance Education courses will be equivalent to the corresponding traditional classes with the exception of those stated in this Article. The normal class size for an instructional television class is 125.

#### Section 6 . Intellectual Property

Faculty who develop intellectual property with District support (as defined in Section 1(d) above, including but not limited to electronically posted notes, lectures, audio or videotaped presentations, broadcasts, or multi-media or inter-active software, shall retain all ownership rights to and control of such material, except that the District shall retain the right to use property created with Substantial District Support (as defined in Section 1(d) above) for its own purposes without payment of royalties or other consideration, and the Faculty Member shall provide appropriate access to District personnel for faculty evaluation, program review and accreditation purposes “Works or Inventions for Hire,” as defined in Section 1(e) above shall remain the property of the district for all purposes.

#### Section 7. Joint Subcommittee on Technology - Working Conditions (JSTWC)

(a) Within sixty days of the signing of the Agreement, the District and the Federation will form a subcommittee to the ECC Technology Committee which shall be known as the Joint Subcommittee on Technology - Working Conditions. The JSTWC shall consist of two members chosen by the District and two members chosen by the Federation. It shall meet regularly throughout the year. Either the Federation or the District may call a meeting within at least seven (7) working days’ notice.

(b). The purpose of the JSTWC will be to assure the working conditions within the scope of negotiations remaining in place. In this regard, the Subcommittee will monitor changes in the District’s use of technology in the academic program for the purpose of identifying any

significant impact of such changes on Faculty working conditions. The JSTWC shall report any changes or potential changes in working conditions to the Federation and District with a copy of such report to the ECC Technology Committee. Changes in working conditions will require the parties, upon the request of either, to bargain the effects of such changes.

## **ARTICLE 25 - AGREEMENT CONDITIONS AND DURATION**

### Section 1. Sole Agreement

This Agreement when ratified and executed by each party hereto shall constitute the sole agreement between them. Any modification or amendment of this agreement must be made by and between the parties hereto in writing and executed by each party hereto.

### Section 2. District And Federation Obligations

Neither the District nor the Federation shall be bound by any requirement which is not expressly and explicitly stated in this Agreement. Neither the District nor the Federation is bound by any policies or past practices of the District or understandings with any employee organization or council, unless such policies or past practices or undertakings are specifically stated in this Agreement.

### Section 3. Negotiating Obligation

This Agreement is intended to cover all matters relating to wages, hours, and all other terms and conditions of employment. During the term of this Agreement, neither the District nor the Federation will be required to meet and negotiate on any further matters affecting these or any other subjects not specifically set forth in this Agreement.

### Section 4. Savings Clause

If any provision of this Agreement is or shall be at any time contrary to law, then such provision shall not be applicable, or performed, or enforced, except to the extent permitted by law. Any substitute action which is not authorized by law shall be subject to meeting and negotiating or consultation, as the case may be, with the Federation. In the event that any provision of this Agreement is, or shall be, at any time contrary to law, all other provisions of this Agreement shall continue in effect.

### Section 5. Effective Date and Duration of Agreement and Reopener Provisions

This Agreement shall become effective upon ratification by both parties for a three-year term commencing July 1, 2022 through June 30, 2025 with the third year of the Agreement having reopener negotiations for Article 10 (Compensation for Year 3) and the MOU pertaining to the Pilot Program for Part-Time Faculty Health Benefits. Sunshining of initial reopener proposals to commence in January 2024. This is proposed so that the parties will have the benefit of training on interest-based bargaining during Spring 2024 prior to negotiating compensation for July 1, 2024 – June 30, 2025. This will also benefit both parties knowing the District's ending fund balance as of June 2024 and State funding for fiscal year 2024-2025. This Agreement shall continue to remain in full force and effect until a successor Agreement is approved or upon completion of negotiations and impasse procedures. In December 2024, both parties shall provide their respective proposals for a successor Agreement. The written proposal for a successor agreement will be sunshined for public notice on the January 2025 agenda of the Board of Trustees. Negotiations between the parties will commence in February 2025 for a successor Agreement.

It is agreed:

EL CAMINO COLLEGE FEDERATION  
OF TEACHERS Local 1388, AFT, AFL-CIO

By: \_\_\_\_\_  
Laura Saldarriaga, Chief Negotiator

By: \_\_\_\_\_  
Troy Moore  
Member, Negotiating Team

By: \_\_\_\_\_  
John Baranski  
Member, Negotiating Team

EL CAMINO COMMUNITY  
COLLEGE DISTRICT

By: \_\_\_\_\_  
Jane Miyashiro, Chief Negotiator

By: \_\_\_\_\_  
Spencer Covert  
Co-Chief Negotiator

By: \_\_\_\_\_  
Carlos Lopez  
Member, Negotiating Team

By: \_\_\_\_\_  
Amy Grant  
Member, Negotiating Team

By: \_\_\_\_\_  
Dipte Patel  
Member, Negotiating Team

By: \_\_\_\_\_  
Kristina Martinez  
Member, Negotiating Team

By: \_\_\_\_\_  
Roxanne McCoy  
Member, Negotiating Team



## APPENDIX A

### Position Description - Instructor

The primary duty of Instructors shall be to teach assigned courses under the supervision of Divisional Deans. As an art and a learned profession, teaching imposes complex and diverse obligations which vary both in importance and susceptibility to precise description. Nonetheless, Instructors shall not be required to render services inappropriate to their credentials provided that whenever feasible Instructors shall be assigned to teach courses within their area of professional training and expertise. They shall, however, attempt to discharge the following responsibilities at an optimum level of proficiency:

1. To help the students fulfill their maximum potential in mastering course content.
2. To instill in students a respect for excellence and a desire to pursue it.
3. To develop in the student a respect for differing points of view.
4. To maintain a thorough and up-to-date knowledge in the Instructor's regular teaching field, to plan courses and to revise such plans when appropriate.
5. To maintain a fundamental knowledge of instructional materials and techniques, and methods of student evaluation.
6. To maintain high standards of professional conduct and ethics appropriate to the Instructor's professional position.
7. To adapt appropriate methods and materials of teaching to meet the needs of students, consistent with the maintenance of quality education.
8. To teach courses in general conformity with official course outlines.
9. To provide students with written course objectives, with an explanation of grading standards, and with regular opportunities for the students to evaluate their progress based on these objectives and standards.
10. To maintain reasonable availability to students, including the maintenance of office hours.
11. To respond to student inquiries, or to refer students to appropriate personnel when solution of their problems requires it.

12. To support Student Services activities through appropriate participation, including club advisorship and/or acting as an advisor to student activities.
13. To engage in no outside employment or other activities that will impair the effectiveness of professional service and to desist from authorizing or permitting any commercial exploitation of the Instructor's professional position.
14. To adhere to class and examination schedules and to follow proper fiscal and student accounting procedures.
15. To maintain records required by the District and report grades and attendance in a timely manner based on District procedures.
16. To submit timely requests for necessary textbooks, materials, and equipment.
17. To perform assigned committee work, including participation in program review and the accreditation process, and to attend meetings called by the District, as long as such obligations are reasonable.
18. To utilize campus-selected platforms for email communication and the campus-selected platform for grade submission.
19. To take reasonable precautions against the theft, deterioration or destruction of department facilities, equipment and supplies.
20. To observe safety standards appropriate to instructional obligations, and to instruct students accordingly.
21. To respect the academic freedom of students to express their opinions on controversial matters germane to the subject matter of courses taught, subject only to the maintenance of appropriate classroom decorum and the time constraints necessary to implement the attainment of course objectives.
22. To provide course syllabi to the Division Office.

Items 10, 12, 13 and 17 are not applicable to Part-Time Faculty Members.

## APPENDIX A

### Position Description - Counselor

A. The primary responsibility of Counselors shall be to provide such holistic counseling services as will assist students and potential students in the processes of self-understanding, planning, and decision-making. Counselors are assigned under the supervision of designated Deans. Each Counselor will attempt to discharge the following responsibilities at an optimum level of proficiency:

1. To counsel students in assessing and developing their potential.
2. To assist students who present problems adversely affecting their personal and academic attainment.
3. To refer students, when appropriate, to other Counselors and to other services on and off campus for assistance.
4. To direct students to resources about College courses and program requirements and other schools or colleges and to assist students in the interpretation and use of those resources.
5. To assist students in selecting fields of concentration from the College curriculum to meet student's educational and career goals.
6. To collaborate with Instructors in the solution of problems affecting students.
7. To maintain an up-to-date knowledge of counseling practices, methods and techniques.
8. To maintain high standards of professional conduct and ethics appropriate to the Counselor's professional position.
9. To perform assigned committee work, including participation in program review and the accreditation process and attend meetings as assigned by the District, provided such assignments are reasonable.
10. To actively participate in Counseling program initiatives and meetings.
11. To take reasonable precautions against the theft, deterioration or destruction of department facilities, equipment and supplies.
12. To maintain records and reports appropriate to the counseling function.

13. To engage in no outside employment or other activities that will impair the effectiveness of professional service and to refrain from authorizing or permitting any commercial exploitation of the Counselor's professional position.

B. The Dean may also assign individual Counselors responsibilities which are compatible with the Counselor's training and experience and which are pertinent to the needs of the Division and the student from among the following:

1. To assist students in exploring careers, in developing an understanding of the employment environment, and in implementing career decisions.

2. To counsel students during registration.

3. To assist in the preparation of curriculum guides and catalog materials, in articulation with four year institutions and in fostering continuing relationships with District high schools.

4. To assist in providing information about College programs to groups and individuals in the community.

Items 9 and 13 are not applicable to Part-Time Counselors.

## APPENDIX A

### Position Description - Librarian

A. The primary responsibility of Librarians shall be to support curriculum and student learning by providing access to diverse collections and instruction to the campus community on the effective use of library resources. Librarians are assigned under the supervision of the Dean of Library and Learning Resources. Each Librarian will attempt to discharge the following responsibilities at an optimum level of proficiency:

1. To provide research and support to students and faculty on resources available through the library or other sources, and to foster the development of informational and digital literacies.

2. To maintain high standards of professional conduct and ethics appropriate to the Librarian's professional position.

3. To consult with Faculty Members on resource needs in their particular fields.

4. To perform assigned committee work, including participation in program review and the accreditation process, and to attend meetings called by the District, so long as such assignments are reasonable.

5. To maintain a current knowledge of library materials, methods, technology, and techniques.

6. To take reasonable precaution against the theft, deterioration and destruction of library facilities, equipment and materials.

7. To assist in the formulation and maintenance of necessary and reasonable rules for library users.

8. To not engage in outside employment or other activities that will impair the effectiveness of professional service and to refrain from authorizing or permitting any commercial exploitation of the Librarian's professional position.

9. To teach courses when assigned in general conformity with official course outlines: to follow instructor duties and guidelines as detailed in the Instructor position description, as appropriate. Library faculty are not required to teach, but can undertake courses within the Division.

B. The Librarians, according to the experience and area of specialization, will assume the following responsibilities as assigned by the Dean of Library and Learning Resources.

1. To develop and maintain a collection that supports campus curriculum, course development, and student research.
2. To develop and maintain a catalog and discovery tools which will give access to all materials in the collection through subject classifications and bibliographic description.
3. To develop and maintain a collection of reference materials.
4. To select and acquire new materials and incorporate them into the library collection.
5. To develop and maintain a periodicals collection.
6. To provide instruction on the effective use of the library and its resources on a group or individual basis.
7. To develop and maintain an effective and viable circulation system.
8. To publicize library resources and promote the use of the library.

Section A, items 4 and 8 are not applicable to Part-Time Librarians.

## APPENDIX A

### Position Description - Registered Nurse/Nurse Practitioner/Physician Assistant

The primary responsibility of a Registered Nurse/Nurse Practitioner shall be to provide health services and to maintain health center facilities for all students and employees as assigned. Registered Nurse/Nurse Practitioners/Physician Assistant are assigned under the supervision of the assigned management personnel and may be under the medical direction of a physician. A Nurse Practitioner is a registered nurse who possesses additional preparation and skills in physical diagnosis, psycho-social assessment, and management of health-illness needs, and who has been prepared in a program which conforms to board standards as specified in Section 1484 of Nursing Practice Act. A Physician Assistant is certified by the National Commission on Certification of Physician's Assistants. Each Registered Nurse/Nurse Practitioner/Physician Assistant will attempt to discharge the following responsibilities at an optimum level of proficiency:

1. To render first aid and emergency medical care to students and employees when such services are necessary and requested, treat minor illness by standardized procedure, provide follow-up when indicated, refer to appropriate providers and may provide medical care as assigned, using protocols and physician consultation when appropriate.
2. To appraise health problems, collaborate with staff and physicians, counsel individuals regarding health concerns, interact in crisis situations and make referrals when necessary.
3. To perform health screening, administer TB testing, visual screening, blood pressure testing, participate in work for communicable disease control, and perform laboratory tests as needed.
4. To work with clinical psychologists and other appropriate college personnel to provide holistic health and wellness education for students.
5. To plan and institute clinical management of common minor acute/episodic care, using protocols and physician consultation when appropriate.
6. To provide appropriate education for prevention, rehabilitation, health maintenance and treatment compliance.

7. To prepare policies and protocols in collaboration with administration and physician, including annual review and update of established protocols.

8. To act as advisor and/or change agent to provide more effective health care delivery within the facility.

9. To work with students and appropriate college personnel to develop action plans for health problems that may interfere with effective learning by students.

10. To maintain up-to-date knowledge of public health nursing materials, methods and procedures.

11. To take reasonable precautions against the theft, deterioration, or destruction of health care facilities, equipment, and supplies.

12. To keep accurate and detailed records of all students requesting service using the problem-oriented method.

13. To maintain high standards of professional conduct and ethics appropriate to the Nurse's professional position.

14. To perform assigned committee work, including participation in program review and the accreditation process, and to attend meetings as called by the District, as long as such obligations are considered reasonable.

15. To engage in no outside employment or other activities that will impair the effectiveness of professional service and refrain from authorizing or permitting any commercial exploitation of the Registered Nurse/Nurse Practitioner's or Physician Assistant's professional position.

16. In addition to performing any or all of the above listed duties, a Nurse Practitioner may provide additional medical services such as administration of routine physical examination including OB/GYN; psychosocial assessments; provides direct patient care under the medical direction of a physician, as necessary and appropriate.

Items 14 and 15 are not applicable to Part-Time Nurses, Nurse Practitioners and Physician Assistants.



## APPENDIX A

### Position Description - Faculty Coordinator

Under the direction of the assigned administrator, the Faculty Coordinator is responsible for the overall coordination of a project(s)/program(s) which requires knowledge of business, instructional and/or student support services. Each Faculty Coordinator will attempt to discharge the following responsibilities at an optimum level of proficiency:

1. To oversee, direct and coordinate the day to day functions of the project(s)/program(s) as assigned.
2. To maintain current knowledge and understanding of curriculum, support services, policies, laws, and regulations as mandated by State and Federal laws for the project/program.
3. To provide leadership.
4. To be responsible for maintaining records and assisting in preparing budget as may be required for such project(s)/program(s).
5. To evaluate support personnel and make staffing recommendations to the assigned administrator.
6. To assess and evaluate in a timely manner the progress and benefit of such project(s)/program(s).
7. To perform assigned committee work, including participation in program review of the accreditation process, and to attend meetings called by the District, as long as such obligations are considered reasonable.
8. To participate in the assigned Division program review process.
9. To work with state agencies, other colleges and universities, and other partners; develop and maintain relationships; and submit required materials.

A detailed list of duties is to be formulated by the Dean in conjunction with the Faculty Coordinator. This list of duties is to be reviewed on a yearly basis with both parties. The student contact duties should generally take precedence over coordinator duties.

## APPENDIX A

### Position Description - Athletic Coaches

The primary duty of Athletic Coaches shall be to lead and supervise students in their participation in intercollegiate athletic competitions and to teach these students the special skills, tactics and strategies required for the particular sport as well as sportsmanship, leadership and concepts of working together as a team. Under the general direction of the Dean of Health Sciences and Athletics and the Director of Athletics, Athletic Coaches are responsible for the following:

1. To organize and coordinate all aspects of practice and competition in regional and state championship games.
2. To recruit athletes in compliance with the rules and regulations of the CCCAA (California Community College Athletic Association).
3. To adhere to the District's rules and regulations in conformity with the requirements of the CCCAA.
4. To organize team competition schedules for school and conference approval.
5. To coordinate equipment, supplies, meals, transportation, and travel requests and prepare an annual budget.
6. To advise student-athletes regarding the registration process and work with counselors regarding academic planning.
7. To work with the Athletic Trainer and division faculty concerning fitness and conditioning for athletic participation.
8. To coordinate the development of sports brochures, news releases for the media, office, and school. To maintain records and athlete information.
9. To supervise and coordinate the athletic team award banquets.
10. To assist in college/community relations by developing coaching clinics, invitationals, demonstrations, etc., for local high school athletes and coaches.
11. To perform assigned committee work, including participation in program review of the accreditation process, and to attend meetings called by the District, as long as such obligations are considered reasonable.
12. Participation in the Division program review process.

Items 11 and 12 are not applicable to Part-Time Athletic Coaches.

## APPENDIX A

### Position Description - Clinical Psychologist

The primary responsibility of a Clinical Psychologist shall be to provide psychological counseling to students for the purposes of resolving problems that interfere with personal and academic success. Clinical Psychologists will provide personal short-term and crisis counseling services through direct contact with students individually and in groups. Under the direction of the assigned Dean, the Clinical Psychologist will discharge the following responsibilities at an optimum level of proficiency:

1. To counsel students who present problems adversely affecting their personal and academic attainment.
2. To provide basically well-functioning students, in acute crises, with appropriate techniques to deal with their problems.
3. To be aware of community resources, and refer students to other resources when a student's psychological health needs surpass the scope of services and resources available through the District.
4. To lead various groups, i.e. stress management, assertiveness training, understanding anxiety, anger management, dealing with substance abuse related problems, mental health and wellness and disability management among others.
5. To provide consultation to faculty, staff and administration regarding psychological matters that may influence student behavior, motivation and the learning process (as funding sources/education codes allow).
6. To maintain up-to-date knowledge of psychological counseling practices, methods, and techniques.
7. To maintain high standards of professional conduct and ethics appropriate to the Clinical Psychologist's professional position.
8. To take reasonable precautions against the theft, deterioration or destruction of department facilities, equipment and supplies.
9. To maintain confidential records and reports.

10. To engage in no outside employment or other activities that will impair the effectiveness of professional services and to refrain from authorizing or permitting any commercial exploitation of the Clinical Psychologist's professional position.

11. Ability to effectively collaborate with campus faculty, staff and community mental health resources.

12. Serve as a resource and liaison for the college community on issues of health and psychological health promotion which may include classroom presentations, resource material development, committee membership and staff/faculty presentations (as funding sources/education codes allow).

13. Develop, coordinate and serve as the clinical supervisor for mental health internship program.

14. To perform assigned committee work, including participating in program review, of the accreditation process, and attending meetings called by the District, provided such assignments are reasonable.

15. To participate in the development and activities of crisis intervention, emergency response and campus safety.

Items 13 -15 are not application to Part-Time Psychologists

## APPENDIX A

### Position Description - Disabilities Specialist

The primary duty of Disabilities Specialists shall be to assist students with disabilities to identify, request, and effectively utilize support services and accommodations to mitigate educational limitations imposed by their verified disability. Disabilities Specialists are assigned under the supervision of the Director of the Special Resource Center. Each Disabilities Specialist will discharge the following responsibilities at an optimum level of proficiency:

1. To provide verification of disability via review of outside documentation, observation or assessment of the student.
2. To determine eligibility for services and accommodations in accordance with Title 5 of the CA Education Code and other pertinent laws and guidelines, including but not limited to the Americans with Disabilities Act, Rehabilitation Act of 1973 Sections 504 and 508, and the Chancellor's Eligibility Model for Learning Disabilities Services.
3. To record services, verification of disability and monitor student progress on Student Educational Contract (SEC). To enter all contacts and services on the SEC in the student's Special Resource Center file, in accordance with MIS reporting deadlines.
4. To liaise with outside community agencies and other educational institutions including high schools, community colleges, and universities.
5. To teach courses as assigned in general conformity with official course outlines; to follow instructor duties and guidelines as posted in Instructor position description, as appropriate.
6. To serve as a contact or advocate with other faculty and/or with other departments on campus regarding issues of accommodations, physical and programmatic accessibility.
7. To assist students with issues related to disability, such as accommodations, assistive technology and support services.
8. To document all contacts and services including anecdotal reports in student's file; handle and maintain records in a confidential manner.
9. To increase the visibility and inclusion of students with disabilities in mainstream campus activities.

10. To refer students, when appropriate, to Counselors, other Disabilities Specialists, and staff members, programs, and services on and off campus for assistance.

11. To perform assigned committee work, including participation in program review, curriculum development and the accreditation process and attend meetings as assigned by the District, provided such assignments are reasonable.

12. To maintain records and reports appropriate to the DSPS function.

13. To engage in no outside employment or other activities that will impair the effectiveness of professional service and to refrain from authorizing or permitting any commercial exploitation of the Disabilities Specialist's professional position.

Items 11 and 13 are not applicable to Part-Time Disability Specialists.

## **APPENDIX B Faculty Load**

### **I. General**

The normal teaching load (based on the El Camino College traditional eighteen-week semester) shall be fifteen (15) lecture/extensive laboratory hours or equivalent, twenty (20) laboratory hours or equivalent, plus or minus one lecture hour or equivalent laboratory hours. A teaching load exceeding sixteen (16) lecture/extensive laboratory hours, or equivalent, shall be compensated at the overload hourly rate for load in excess of fifteen (15) lecture hours, or equivalent, may be balanced without additional compensation within the following semester thereafter subject to approval of the District, or may be banked subject to Section III.C.2 of this appendix. A teaching assignment of less than fourteen (14) lecture hours, or equivalent, shall be balanced by using banked load as described below, load balancing the following semester or as soon as possible thereafter subject to approval of the District, or may be equated by special assignment as provided in Part IV of this policy.

#### **Total Faculty Hours**

Per Article 8 Section 1 and Section 2, the base work schedule for faculty employed on an academic year basis is 175 days with a basic work week of 40 hours per week. The work week for instructional faculty is composed of direct instructional time, prep/grading time, office hours, service to the College, and professional development.

#### **Instructional Faculty – Part-Time**

Part-time faculty may take on a teaching load of 67% of full-time faculty in terms of instructional hours and grading/prep time (Education Code 87482.5). This is the equivalent of up to 10 lecture hours, or equivalent, per week with an additional 10 hours of prep and grading per week. Part-time faculty are not required to perform office hours or complete college service.

Compensation for faculty shall be based on the load associated with the instructional, counseling, or other service activity. Load is equalized by the use of Catalog Contact Hours and Lecture Hour Equivalent (LHE). The normative instructional load for a full-time instructional faculty member is 15 LHE per primary semester and 30 total LHE per year.



1 LHE = 1/15 of a lecture load = 0.06667 load

3 LHE = 3/15 of a lecture load = 0.20000 load

<u>Assignment Type</u>	<u>Catalog Contact Hours (h/LHE)</u>	<u>LHE</u>	<u>Load</u>
Lecture	1 (15 LHE / 15 h)	1	0.06667
Extensive Lab (Xlab)	1 (15 LHE / 15 h)	1	0.06667
Lab (Non-Xlab)	1.33333 (15 LHE / 20 h)	1	0.06667
Non-Credit	1.66667 (15 LHE / 25 h)	1	0.06667
Counseling 175-Day	1.73333 (15 LHE / 26 h)	1	0.06667
Counseling 200-Day	1.73333 (15 LHE / 26 h)	1	0.06667
Library	2.00000 (15 LHE / 30h)	1	0.06667
Other Non-Teaching (Based on 40 hours per week assignment)	2.66667 (15 LHE / 40h)	1	0.06667

Other Non-Instructional Assignment Load:

Other non-instructional assignments require 2.66667 hours per 1 LHE of load. For all faculty, non-instructional assignments include a proportional reduction in all assigned and non-assigned time (office hours, assigned contact time, non-assigned contact time, etc.)

## II. Definition and Calculation of Teaching Load

- A. The Dean shall determine combinations of courses falling within the range of 15 plus or minus one lecture hour equivalent (93.33% to 106.67% inclusive). Such load will be considered normal, and no balancing, banking, or overload pay will be required.
- B. Loads falling at the same extreme end of the load-range should not be assigned in successive semesters, except:

1. In departments where the 15 lecture hour equivalent load is not easily attainable and where loads over consecutive semesters near the extremes of the range are desirable for good instruction.
  2. Where the Instructor requests to teach, over consecutive semesters, a combination of courses which falls at the upper end of the range.
- C. Load shall be calculated by summing the LHE and associated with an instructor's assignment each term per the Lecture Hour Equivalent tables in Appendix B.I.

Example: If an Instructor teaches 12 hours lecture and 6 hours extensive laboratory, then the load would be:

$$12 \text{ hours of lecture} = 12 \text{ LHE} = 12 * 0.06667 = 0.80004 = 80.00 \% \text{ Load}$$

$$6 \text{ hours of Xlab} = 6 \text{ LHE} = 6 * 0.06667 = 0.40002 = 40.00\% \text{ Load}$$

$$\text{Total LHE} = 18 = 120.00\% \text{ Load}$$

Example: If an Instructor teaches 12 hours lecture and 6 hours laboratory (non-extensive), their load would be:

$$12 \text{ hours of lecture} = 12 \text{ LHE} = 12 * 0.06667 = 0.80004 = 80.00\% \text{ Load}$$

$$6 \text{ hours of lab (non-extensive)} = 4.5000 \text{ LHE} = 4.5000 * 0.06667 = 0.3000 = 30.00\% \text{ Load}$$

$$\text{Total LHE} = 16.5 \text{ LHE} = 110.00\% \text{ Load}$$

### III. Overloads and Underloads

- A. Overloads are loads greater than 16 lecture/extensive laboratory hours or equivalent (greater than 106.67%). Underloads are loads less than 14 lecture/extensive laboratory hours or equivalent (less than 93.33%).
1. A one semester overload or underload may be assigned by the District in an emergency, or if no other arrangement is desirable for good instruction. This kind of overload or underload must be compensated for by load banking, overload pay, balancing, or special assignment, as described in C below.
  2. Before receiving an assignment, an Instructor may request in writing to teach a load that exceeds the load range. Such overload must be approved by the Dean and the

Vice President of Academic Affairs. In no event shall such overload exceed 180.0%. This overload shall be compensated for by load balancing, load banking, special assignment, overload pay, or any combination thereof. If denied, the Faculty Member will be provided with a statement in writing giving the reason(s) for such denial.

3. An underload (less than 93.33%) may be assigned if an Instructor requests such underload for personal reasons. The underload, if granted, must be compensated for by reduced pay in the proportion which their teaching assignment bears to a full assignment - a 100% load.
- B. Except under extraordinary circumstances, a faculty load over the period of an academic year (fall and spring semesters) shall be limited to a total load of 360.0% over the two semesters, or one class each semester.
- C. The methods of compensating for overloads and underloads will be the following:
1. Balancing
    - a. Balancing is a planned, recurrent scheduling of loads above 16 lecture-hour equivalents (above 106.67%) and below 14 lecture-hour equivalents (below 93.33%). For example, 18 lecture hours in a fall semester and 12 lecture hours in a spring semester constitute a balanced load. Balancing is to be accomplished in successive semesters if possible. Loads of two semesters will be considered balanced if the sum of the percent loads for the two semesters falls within the range of 186.67% - 213.33%.
    - b. If an unforeseen underload occurs (e.g., from the failure of a class to fill), it should be compensated for by balancing with a subsequent overload, or by special assignment.
    - c. If the balancing over a two-semester period cannot be planned to fall within the range, but exceeds an average of 16 lecture hours or equivalent (exceeds a total of 32 lecture hours or equivalent, 213.33%, for two semesters), the percent above 200% will be paid as overload.
    - d. If the balancing over a two-semester period cannot be planned to fall within the range, but is less than an average of 14 lecture hours or equivalent (the sum of

percentages for the two semesters is less than 186.67%), the percent below 200.00% may be compensated for by special assignment in the semester with the lower load, or in each semester with the lower load, or in each semester if both are underloads.

- e. If unforeseen conditions make it impossible to adhere to the formulated pattern in the second semester of a planned two-semester balanced load, the compensation may be made by special assignment in the second semester or by balancing carried over to the third semester.

## 2. Load Banking for Instructors

A faculty member, with the approval of their Dean and Vice President of Academic Affairs, who accepts a teaching overload or an intersession assignment may elect to "bank" those hours in lieu of additional overload compensation subject to the following provisions:

- a. The faculty member must designate hours to be banked prior to the beginning of the semester or intersession that they are earned.
- b. Banked hours may be used to reduce a faculty member's workload by an equivalent number of hours at the contract rate of pay. A faculty member may use banked hours, if sufficient, to take off up to two (2) semesters in any three (3) year period at full pay and benefits. These semesters may be consecutive.
- c. A faculty member may not accrue more banked hours than the equivalent of 30 (thirty) lecture/extensive laboratory hours or equivalent (two times the instructor's semesterly load). In addition, any banked hours not used within 4 years will be paid by the District at the appropriate overload rate.
- d. A faculty member must notify their Dean of their intention to use banked hours by the end of the preceding fall/spring semester.
- e. At the option of the faculty member, subject to the approval of the dean, banked hours may be used as release time to replace load from classes that are part of the faculty member's contract load which have been canceled as a result of low enrollment thus causing the faculty member's contract load to fall below 14 lecture/extensive laboratory hours or equivalent.

- f. If the utilization of banked hours would jeopardize the educational program in a discipline, the District may postpone a faculty member's usage of banked hours for one semester. This may only be done once per calendar year.
  - g. If two (2) or more faculty members from the same discipline desire to use banked hours and the District determines that not all can be accommodated, first priority shall be given to the faculty member who has used banked hours less recently. Further determination shall be based on seniority.
  - h. Banked hours may be used to convert a half-time sabbatical into a full-time sabbatical. Banked hours may be used to extend a one-semester sabbatical leave into a sabbatical leave of two consecutive semesters. However, the compensation from such a combination shall not exceed the employee's regular salary.
  - i. Health and welfare benefits and STRS contributions shall be the same as if the faculty member's total assignment, including the banked hours, had been worked. Banked hours shall count toward retirement and shall be considered paid District service during the period that they are used.
  - j. A faculty member who reduces their workload by using banked hours shall have office hours and other such obligations reduced proportionately.
  - k. In the event of a faculty member's resignation, termination, retirement, or death, the District shall reimburse the faculty member or their estate for any unused banked hours by dividing the banked hours by thirty (30) and multiplying by the faculty member's yearly salary for the last year worked.
  - l. The District shall provide online access to the number of accumulated banked hours for all instructors.
  - m. Banked hours may be earned during summer, fall, winter, and spring terms.
  - n. Banked hours may be used during fall and spring terms.
  - o. Banked hours shall not be transferred, lent, or assigned between employees.
3. Overload Pay
- a. Loads totaling more than 16 lecture/extensive laboratory hours or equivalent (more than 106.67%) which do not fit under C.1 (Balancing) or C.2 (Load

Banking) will be compensated for by overload pay, which will be calculated as described below.

- b. Formula for overload pay calculation: The following formula (or an equivalent method) shall be used to calculate the overload pay for each pay period. The formula regards the overtime hours as those in excess of the 100% load and then considers the overload hours so determined as equivalent catalog contract hours. The overload pay is based on the overload hourly rate, but it will be treated as contract pay to the extent that it will be paid in four-week periods during the semester in which the overload occurs and will not be subject to deductions as specified in Article 19, Section 3.

Overload pay (in dollars for a 4-week period) =

Total Overload Pay = (Total LHE – 15) x 17.5 x Overload LHE Pay Rate

OL Pay per Pay Period = Total Overload Pay / 5

Example: For illustration purposes,

- if the overload LHE rate effective July 1, 2023 is \$110.00; and
- an instructor's load included
  - 6 lecture hours (6 LHE), and
  - 3 extensive lab hours (3 LHE), and
  - 12 non-extensive lab hours (9.00 LHE),
- then their total load is 18 LHE or 120%.

The overload pay calculation is as follows:

Total Overload Pay = (18 – 15) x 17.5 x \$110.00 = \$5,775.00

Overload Pay per Pay Period = \$5775.00/5 = \$1,155.00

Note: Overload LHE per term pay rate is \$1925.00  
(based on a weekly per LHE rate of \$110.00)

#### IV. Special Assignment

- A. To calculate the percent load for special assignment, the number of weekly hours of special assignment makes use of the fact that 2.66667 hours of non-instructional work is

equal to 1 LHE (0.06667 Load). Example: If an Instructor has a special assignment that requires 8 hours per week of the Instructor's time, the load factor will be equivalent to:

$$8 \text{ special assignment hours} / 2.66667 \text{ hours per LHE} = 3.0 \text{ LHE}$$

$$3.0 \text{ LHE} = 3/15 = 0.200000 = 20.00\% \text{ Load}$$

- B. If an underload is not balanced by an overload or banked load, or if a balanced load is less than 28 lecture hours or equivalent over the two semesters (186.67%), the underload may be compensated for by approved special assignment, such as Learning Resource Center assignments, institutional research or departmental projects, arranged by the Dean and the Instructor, with the approval of the Vice President - Academic Affairs.
- C. To determine the number of hours of special assignment that is required to make up the underload, the percentage of underload below a 100% load will be applied to forty (40) hours per week. Example: If an Instructor has a load of 87.5%, then the underload is equivalent to 12.5% so the special assignment time would equate to five (5) hours per week. ( $.125 \times 40 = 5$ ).
- D. Non-credit Instructors
1. The standard contract year for non-credit full-time instructors is one hundred seventy-five (175) days of service.
  2. In accordance with the requirements of Education Code Sections 22138.5 (5) and 22138.5 (6), an annual full-time equivalent non-credit assignment is defined as 875 hours as follows:  
 $25 \text{ hours/week} \times 35 \text{ weeks} = 875 \text{ hours}$   
In accordance with the requirements of Education Code Sections 22138.5 (5) and 22138.5 (6), a non-credit assignment shall be calculated by calculating non-credit lecture hour equivalent (LHE) per the table in Appendix B.I. Example: An instructor teaches a non-credit course at 5 hours per week.  
 $5 \text{ non-credit hours per week} \times (3/5) = 3 \text{ LHE} = 0.20 \text{ or } 20\% \text{ load.}$

**APPENDIX C-1**  
**EL CAMINO COMMUNITY COLLEGE DISTRICT**  
**SALARY SCHEDULE FOR FACULTY MEMBERS**  
**EMPLOYED ON ACADEMIC YEAR BASIS**  
**(175 DAYS)**  
**Effective July 1, 2022**

<b>Step</b>	<b>Class I - Bachelor</b>	<b>Class II - Masters</b>	<b>Class III - MA + 24 units</b>	<b>Class IV - MA + 48 units</b>	<b>Class V - Doctorate</b>
4	\$ 75,421	\$ 79,928	\$ 84,440	\$ 88,944	\$ 93,449
5	\$ 78,691	\$ 83,196	\$ 87,699	\$ 92,206	\$ 96,712
6	\$ 81,965	\$ 86,463	\$ 90,969	\$ 95,475	\$ 99,989
7	\$ 85,223	\$ 89,733	\$ 94,237	\$ 98,755	\$ 103,250
8	\$ 88,493	\$ 92,992	\$ 97,507	\$ 102,010	\$ 106,513
9	\$ 91,758	\$ 96,267	\$ 100,769	\$ 105,277	\$ 109,783
10	\$ 95,031	\$ 99,531	\$ 104,038	\$ 108,544	\$ 113,054
11	\$ 95,031	\$ 102,799	\$ 107,305	\$ 111,810	\$ 116,313
12	\$ 95,031	\$ 106,068	\$ 110,572	\$ 115,087	\$ 119,573
13	\$ 95,031	\$ 106,068	\$ 110,572	\$ 118,346	\$ 122,853
14	\$ 95,031	\$ 106,068	\$ 110,572	\$ 121,612	\$ 126,118
16	\$ 100,938	\$ 112,275	\$ 116,900	\$ 128,236	\$ 132,864
20	\$ 104,295	\$ 115,629	\$ 120,257	\$ 131,593	\$ 136,220
24	\$ 107,651	\$ 118,986	\$ 123,613	\$ 134,952	\$ 139,578
28	\$ 111,006	\$ 122,343	\$ 126,970	\$ 138,305	\$ 142,931
30	\$ 114,363	\$ 125,698	\$ 130,327	\$ 141,663	\$ 146,288

Board Approved: October 16, 2023



**APPENDIX C-1**  
**EL CAMINO COMMUNITY COLLEGE DISTRICT**  
**SALARY SCHEDULE FOR FACULTY MEMBERS**  
**EMPLOYED ON ACADEMIC YEAR BASIS**  
**(175 DAYS)**  
**Effective July 1, 2023**

<b>Step</b>	<b>Class I - Bachelor</b>	<b>Class II - Masters</b>	<b>Class III - MA + 24 units</b>	<b>Class IV - MA + 48 units</b>	<b>Class V - Doctorate</b>
4	\$ 80,071	\$ 84,855	\$ 89,646	\$ 94,427	\$ 99,210
5	\$ 83,543	\$ 88,325	\$ 93,106	\$ 97,891	\$ 102,675
6	\$ 87,018	\$ 91,794	\$ 96,577	\$ 101,361	\$ 106,153
7	\$ 90,477	\$ 95,265	\$ 100,047	\$ 104,843	\$ 109,616
8	\$ 93,948	\$ 98,725	\$ 103,518	\$ 108,299	\$ 113,079
9	\$ 97,415	\$ 102,201	\$ 106,982	\$ 111,767	\$ 116,551
10	\$ 100,889	\$ 105,667	\$ 110,452	\$ 115,236	\$ 120,023
11	\$ 100,889	\$ 109,137	\$ 113,920	\$ 118,703	\$ 123,483
12	\$ 100,889	\$ 112,607	\$ 117,389	\$ 122,182	\$ 126,945
13	\$ 100,889	\$ 112,607	\$ 117,389	\$ 125,642	\$ 130,427
14	\$ 100,889	\$ 112,607	\$ 117,389	\$ 129,110	\$ 133,894
15	\$ 107,161	\$ 119,197	\$ 124,107	\$ 136,142	\$ 141,055
16	\$ 110,724	\$ 122,758	\$ 127,671	\$ 139,706	\$ 144,618
20	\$ 114,288	\$ 126,322	\$ 131,234	\$ 143,271	\$ 148,183
24	\$ 117,849	\$ 129,885	\$ 134,798	\$ 146,831	\$ 151,743
28	\$ 121,414	\$ 133,447	\$ 138,361	\$ 150,396	\$ 155,306
30	\$ 127,091	\$ 139,365	\$ 144,377	\$ 156,653	\$ 161,661

Board Approved: October 16, 2023

**APPENDIX C-2**  
**EL CAMINO COMMUNITY COLLEGE DISTRICT**  
**SALARY SCHEDULE FOR FACULTY MEMBERS**  
**EMPLOYED ON FISCAL YEAR BASIS**  
**Effective July 1, 2022**

<b>Step</b>	<b>Class I - Bachelor</b>	<b>Class II - Masters</b>	<b>Class III - MA + 24 units</b>	<b>Class IV - MA + 48 units</b>	<b>Class V - Doctorate</b>
4	\$ 98,055	\$ 103,913	\$ 109,774	\$ 115,633	\$ 121,488
5	\$ 102,301	\$ 108,153	\$ 114,027	\$ 119,886	\$ 125,738
6	\$ 106,556	\$ 112,411	\$ 118,264	\$ 124,132	\$ 129,983
7	\$ 110,814	\$ 116,688	\$ 122,518	\$ 128,375	\$ 134,234
8	\$ 115,052	\$ 120,915	\$ 126,771	\$ 132,620	\$ 138,482
9	\$ 119,302	\$ 125,165	\$ 131,099	\$ 136,879	\$ 142,734
10	\$ 123,552	\$ 129,405	\$ 135,269	\$ 141,128	\$ 146,979
11	\$ 123,552	\$ 133,665	\$ 139,519	\$ 145,379	\$ 150,964
12	\$ 123,552	\$ 137,904	\$ 143,764	\$ 149,629	\$ 155,477
13	\$ 123,552	\$ 137,904	\$ 143,764	\$ 153,877	\$ 159,730
14	\$ 123,552	\$ 137,904	\$ 143,764	\$ 158,124	\$ 163,977
16	\$ 130,229	\$ 144,966	\$ 150,982	\$ 165,728	\$ 171,740
20	\$ 133,583	\$ 148,321	\$ 154,340	\$ 169,084	\$ 175,095
24	\$ 136,939	\$ 151,679	\$ 157,695	\$ 172,441	\$ 178,452
28	\$ 140,295	\$ 155,035	\$ 161,052	\$ 175,798	\$ 181,807
30	\$ 143,652	\$ 158,390	\$ 164,408	\$ 179,153	\$ 185,163

Board Approved: October 16, 2023

**APPENDIX C-2**  
**EL CAMINO COMMUNITY COLLEGE DISTRICT**  
**SALARY SCHEDULE FOR FACULTY MEMBERS**  
**EMPLOYED ON FISCAL YEAR BASIS**  
**Effective July 1, 2023**

<b>Step</b>	<b>Class I - Bachelor</b>	<b>Class II - Masters</b>	<b>Class III - MA + 24 units</b>	<b>Class IV - MA + 48 units</b>	<b>Class V - Doctorate</b>
4	\$ 104,100	\$ 110,319	\$ 116,541	\$ 122,761	\$ 128,978
5	\$ 108,608	\$ 114,821	\$ 121,057	\$ 127,277	\$ 133,490
6	\$ 113,125	\$ 119,341	\$ 125,555	\$ 131,785	\$ 137,996
7	\$ 117,645	\$ 123,882	\$ 130,071	\$ 136,289	\$ 142,509
8	\$ 122,145	\$ 128,369	\$ 134,587	\$ 140,796	\$ 147,020
9	\$ 126,657	\$ 132,881	\$ 139,181	\$ 145,318	\$ 151,534
10	\$ 131,168	\$ 137,383	\$ 143,608	\$ 149,828	\$ 156,040
11	\$ 131,168	\$ 141,905	\$ 148,120	\$ 154,341	\$ 160,271
12	\$ 131,168	\$ 146,405	\$ 152,628	\$ 158,853	\$ 165,062
13	\$ 131,168	\$ 146,405	\$ 152,628	\$ 163,364	\$ 169,577
14	\$ 131,168	\$ 146,405	\$ 152,628	\$ 167,872	\$ 174,087
15	\$ 138,258	\$ 153,903	\$ 160,290	\$ 175,945	\$ 182,328
16	\$ 141,819	\$ 157,465	\$ 163,855	\$ 179,508	\$ 185,889
20	\$ 145,381	\$ 161,030	\$ 167,417	\$ 183,072	\$ 189,454
24	\$ 148,945	\$ 164,592	\$ 170,981	\$ 186,635	\$ 193,015
28	\$ 152,508	\$ 168,155	\$ 174,544	\$ 190,198	\$ 196,579
30	\$ 158,807	\$ 174,766	\$ 181,284	\$ 197,250	\$ 203,759

Board Approved: October 16, 2023

**APPENDIX C-3**  
**EL CAMINO COMMUNITY COLLEGE DISTRICT**  
**SALARY SCHEDULE FOR FACULTY MEMBERS**  
**EMPLOYED ON ACADEMIC YEAR BASIS**  
**(200 DAYS)**

**Effective July 1, 2023**

<b>Step</b>	<b>Class I - Bachelor</b>	<b>Class II - Masters</b>	<b>Class III - MA + 24 units</b>	<b>Class IV - MA + 48 units</b>	<b>Class V - Doctorate</b>
4	\$ 96,814	\$ 102,597	\$ 108,383	\$ 114,168	\$ 119,949
5	\$ 101,005	\$ 106,784	\$ 112,583	\$ 118,368	\$ 124,145
6	\$ 105,207	\$ 110,987	\$ 116,766	\$ 122,560	\$ 128,337
7	\$ 109,411	\$ 115,210	\$ 120,967	\$ 126,749	\$ 132,534
8	\$ 113,595	\$ 119,382	\$ 125,166	\$ 130,940	\$ 136,729
9	\$ 117,791	\$ 123,580	\$ 129,438	\$ 135,146	\$ 140,927
10	\$ 121,987	\$ 127,765	\$ 133,556	\$ 139,341	\$ 145,117
11	\$ 121,987	\$ 131,972	\$ 137,752	\$ 143,538	\$ 149,052
12	\$ 121,987	\$ 136,157	\$ 141,943	\$ 147,734	\$ 153,508
13	\$ 121,987	\$ 136,157	\$ 141,943	\$ 151,929	\$ 157,706
14	\$ 121,987	\$ 136,157	\$ 141,943	\$ 156,122	\$ 161,900
15	\$ 128,579	\$ 143,129	\$ 149,070	\$ 163,628	\$ 169,565
16	\$ 131,891	\$ 146,443	\$ 152,385	\$ 166,943	\$ 172,877
20	\$ 135,204	\$ 149,758	\$ 155,699	\$ 170,257	\$ 176,193
24	\$ 138,519	\$ 153,070	\$ 159,012	\$ 173,570	\$ 179,504
28	\$ 142,595	\$ 157,225	\$ 163,199	\$ 177,834	\$ 183,800
30	\$ 148,696	\$ 163,618	\$ 169,711	\$ 184,640	\$ 190,725

Board Approved: October 16, 2023

**APPENDIX D-1**  
**EL CAMINO COMMUNITY COLLEGE DISTRICT**  
**PART-TIME FACULTY SALARY SCHEDULE**  
**EFFECTIVE JULY 1, 2022**

<b><u>LECTURE</u></b>	<b><u>Class I - BA</u></b>	<b><u>Class II - MA</u></b>
<b>Step</b>	<b>Hourly</b>	<b>Hourly</b>
1	99.16	105.07
2	103.47	109.38
3	107.77	113.71
4	112.04	117.97
5	116.37	122.27
6	120.62	126.58

<b><u>LAB</u></b>	<b><u>Class I - BA</u></b>	<b><u>Class II - MA</u></b>
<b>Step</b>	<b>Hourly</b>	<b>Hourly</b>
1	75.16	79.64
2	78.39	82.88
3	81.65	86.15
4	84.91	89.39
5	88.10	92.65
6	91.41	95.92

<b><u>ACTIVITY</u></b>	<b><u>Class I - BA</u></b>	<b><u>Class II - MA</u></b>
<b>Step</b>	<b>Hourly</b>	<b>Hourly</b>
1	71.41	75.70
2	74.51	78.79
3	77.60	81.90
4	80.69	84.99
5	83.79	88.05
6	86.92	91.17

<b><u>NON-INSTRUCTIONAL</u></b>	<b><u>Class I - BA</u></b>	<b><u>Class II - MA</u></b>
<b>Step</b>	<b>Hourly</b>	<b>Hourly</b>
1	56.11	59.47
2	58.55	61.90
3	60.99	64.31
4	63.42	66.76
5	65.85	69.18
6	68.27	71.66

Board Approved: October 16, 2023

**APPENDIX D-1**  
**EL CAMINO COMMUNITY COLLEGE DISTRICT**  
**PART-TIME FACULTY SALARY SCHEDULE**  
**EFFECTIVE JULY 1, 2023**

<b><u>LECTURE</u></b>	<b><u>Class I - BA</u></b>	<b><u>Class II - MA</u></b>
<b>Step</b>	<b>Hourly</b>	<b>Hourly</b>
1	105.27	111.54
2	109.85	116.12
3	114.41	120.72
4	118.95	125.24
5	123.54	129.80
6	128.06	134.39

<b><u>LAB</u></b>	<b><u>Class I - BA</u></b>	<b><u>Class II - MA</u></b>
<b>Step</b>	<b>Hourly</b>	<b>Hourly</b>
1	79.79	84.54
2	83.23	87.99
3	86.69	91.46
4	90.15	94.90
5	93.54	98.36
6	97.04	101.83

<b><u>ACTIVITY</u></b>	<b><u>Class I - BA</u></b>	<b><u>Class II - MA</u></b>
<b>Step</b>	<b>Hourly</b>	<b>Hourly</b>
1	75.81	80.37
2	79.11	83.64
3	82.38	86.95
4	85.67	90.23
5	88.95	93.48
6	92.28	96.79

<b><u>NON-INSTRUCTIONAL</u></b>	<b><u>Class I - BA</u></b>	<b><u>Class II - MA</u></b>
<b>Step</b>	<b>Hourly</b>	<b>Hourly</b>
1	59.57	63.14
2	62.16	65.72
3	64.75	68.27
4	67.33	70.88
5	69.91	73.45
6	72.48	76.07

Board Approved: October 16, 2023

**APPENDIX D-1**  
**EL CAMINO COMMUNITY COLLEGE DISTRICT**  
**PART-TIME FACULTY SALARY SCHEDULE**  
**EFFECTIVE JULY 1, 2024**

<b><u>LECTURE</u></b>	<b><u>Class I - BA</u></b>	<b><u>Class II - MA</u></b>
<b>Step</b>	<b>Hourly</b>	<b>Hourly</b>
1	105.27	111.54
2	109.85	116.12
3	114.41	120.72
4	118.95	125.24
5	123.54	129.80
6	128.06	134.39
7	128.06	134.39
8	133.18	139.76

<b><u>LAB</u></b>	<b><u>Class I - BA</u></b>	<b><u>Class II - MA</u></b>
<b>Step</b>	<b>Hourly</b>	<b>Hourly</b>
1	79.79	84.54
2	83.23	87.99
3	86.69	91.46
4	90.15	94.90
5	93.54	98.36
6	97.04	101.83
7	97.04	101.83
8	100.92	105.91

<b><u>ACTIVITY</u></b>	<b><u>Class I - BA</u></b>	<b><u>Class II - MA</u></b>
<b>Step</b>	<b>Hourly</b>	<b>Hourly</b>
1	75.81	80.37
2	79.11	83.64
3	82.38	86.95
4	85.67	90.23
5	88.95	93.48
6	92.28	96.79
7	92.28	96.79
8	95.97	96.79

**APPENDIX D-1**  
**EL CAMINO COMMUNITY COLLEGE DISTRICT**  
**PART-TIME FACULTY SALARY SCHEDULE**  
**EFFECTIVE JULY 1, 2024**

<b><u>NON-INSTRUCTIONAL</u></b>	<b><u>Class I - BA</u></b>	<b><u>Class II - MA</u></b>
<b>Step</b>	<b>Hourly</b>	<b>Hourly</b>
1	59.57	63.14
2	62.16	65.72
3	64.75	68.27
4	67.33	70.88
5	69.91	73.45
6	72.48	76.07
7	72.48	76.07
8	75.37	79.12



**APPENDIX D-2**  
**EL CAMINO COMMUNITY COLLEGE DISTRICT**  
**COACHING STIPENDS**  
**EFFECTIVE JULY 1, 2022**

<b>Sport</b>	<b>Stipend</b>	<b>Sport</b>	<b>Stipend</b>
Head Football	16,350	M Track	4,633
Defense Coach	9,265	W Track	4,633
Offensive Coach	9,265	M/W Track	10,900
M Basketball	10,900	M Water Polo	4,633
W Basketball	10,900	W Water Polo	4,633
M Soccer	9,265	M/W Water Polo	10,900
W Soccer	9,265	M Swimming	4,633
Baseball	9,265	W Swimming	4,633
Softball	9,265	M/W Swimming	10,900
M Volleyball	9,265	M Tennis	4,633
W Volleyball	9,265	W Tennis	4,633
M/W Cross Country	10,900	M/W Tennis	10,900
M Cross Country	4,633	Badminton	4,633
W Cross Country	4,633	Pep Squad	3,270
M Golf	4,633	Sand Volleyball	9,265

Board Approved: October 16, 2023

**APPENDIX D-2**  
**EL CAMINO COMMUNITY COLLEGE DISTRICT**  
**COACHING STIPENDS**  
**EFFECTIVE JULY 1, 2023**

<b>Sport</b>	<b>Stipend</b>	<b>Sport</b>	<b>Stipend</b>
Head Football	17,358	M Track	4,918
Defense Coach	9,836	W Track	4,918
Offensive Coach	9,836	M/W Track	11,572
M Basketball	11,572	M Water Polo	4,918
W Basketball	11,572	W Water Polo	4,918
M Soccer	9,836	M/W Water Polo	11,572
W Soccer	9,836	M Swimming	4,918
Baseball	9,836	W Swimming	4,918
Softball	9,836	M/W Swimming	11,572
M Volleyball	9,836	M Tennis	4,918
W Volleyball	9,836	W Tennis	4,918
M/W Cross Country	11,572	M/W Tennis	11,572
M Cross Country	4,918	Badminton	4,918
W Cross Country	4,918	Pep Squad	3,472
M Golf	4,918	Sand Volleyball	9,836

Board Approved: October 16, 2023

**APPENDIX D-3**  
**EL CAMINO COMMUNITY COLLEGE DISTRICT**  
**SPECIAL RATES OF PAY FOR FACULTY**  
**Effective July 1, 2022**

**RATE 1            \$80.95**

Use for: Full-Time Faculty Substitute rate (Full-Time Faculty Substitute Rate for continuous substitute instruction/teaching in excess of two (2) weeks shall be at Rate I plus 15% of Rate I).

Part-Time Faculty Substitute rate.

Overload rate (instruction/non-instruction)

Preparation for and conduct of instructional courses, workshops or seminars.

Instructional services assigned by the District on days not otherwise required as part of the Faculty Member's contract of service.

Consulting services of a technical/complex nature in which the Faculty Member coordinates or supervises the work of others, and/or has responsibility for oversight, reporting or accountability of a particular project or function.

**RATE II            \$60.70**

Assisting in the development of curriculum and conduct of research, if expressly approved in advance by the appropriate Vice President.

Administering or supervising assessment measures for students. Conducting laboratory courses (e.g., computer laboratory, police and fire academy.)

Certificated Tutors.

Instructor of record for non-credit courses.

**RATE III           \$40.47**

Use for: Special assignments not included in Rate I or II, such as student supervision (not as instructor of record).

Board Approved: October 16, 2023

**APPENDIX D-3  
SPECIAL RATES OF PAY FOR FACULTY  
Effective July 1, 2023**

**RATE I      \$85.95**

Use for: Full-Time Faculty Substitute rate (Full-Time Faculty Substitute Rate for continuous substitute instruction/teaching in excess of two (2) weeks shall be at Rate I plus 15% of Rate I.).

Part-Time Faculty Substitute rate.

Preparation for and conduct of instructional courses, workshops or seminars.

Instructional services assigned by the District on days not otherwise required as part of the Faculty Member's contract of service.

Consulting services of a technical/complex nature in which the Faculty Member coordinates or supervises the work of others, and/or has responsibility for oversight, reporting or accountability of a particular project or function.

**NOTE:** Overload pay captured in Appendix D5

**RATE II      \$64.44**

Assisting in the development of curriculum and conduct of research, if expressly approved in advance by the appropriate Vice President.

Administering or supervising assessment measures for students.

Conducting laboratory courses (e.g., computer laboratory, police and fire academy).

Certificated Tutors

Instructor of record for non-credit courses.

**RATE III      \$42.97**

Use for: Special assignments not included in Rate I or II, such as student supervision (not as instructor of record).

Board Approved: October 16, 2023

**APPENDIX D-4  
EL CAMINO COMMUNITY COLLEGE DISTRICT  
SALARY SCHEDULE FOR COACHING STIPEND  
PER SEMESTER FOR ONE CLASS HOUR PER WEEK  
EFFECTIVE JULY 1, 2022**

FT	\$4,111 per year
PT	\$671 per week

Board Approved: October 16, 2023

**APPENDIX D-4  
EL CAMINO COMMUNITY COLLEGE DISTRICT  
SALARY SCHEDULE FOR COACHING STIPEND  
PER SEMESTER FOR ONE CLASS HOUR PER WEEK  
EFFECTIVE JULY 1, 2023**

FT	\$4,365 per year
PT	\$713 per week

**APPENDIX D-5**  
**OVERLOAD PAY RATE PER LECTURE HOUR EQUIVALENT (LHE)**  
**FOR ALL FULL-TIME FACULTY (CREDIT AND NON-CREDIT)**  
**Effective July 1, 2023**

Overload pay rate per LHE for instructional and non-instructional faculty - \$110.00

Refer to Appendix B for LHE faculty load rates and overload formula.

Board Approved: October 16, 2023

## **APPENDIX E**

### **Computer and Network Use Policy**

#### **1. Introduction**

El Camino Community College (ECC) owns and operates a variety of computer systems, including but not limited to voicemail, electronic mail, telephone and access to the internet, for use by its faculty, students and staff. ECC encourages the use of its computer systems for education, academic development, public service and other educational purposes. When using ECC's computer and network systems, all users are required to abide by the rules of this Policy and use the system in an ethical and lawful manner. Misuse may constitute a misdemeanor or felony under federal law and may result in the deprivation of network privileges and/or disciplinary actions.

#### **2. Administrative Procedures**

All users of El Camino's computing systems should read, understand and comply with the terms outlined in this Policy, as well as any additional guidelines as approved by College Council. By using any of these systems, users agree that they will comply with these policies. Users understand and agree that the ECC's role in managing these systems is only as an information carrier and does not endorse any transmissions by the user.

#### **3. Rights**

These computer systems, facilities and accounts are owned and operated by ECC. These procedures shall not be construed as a waiver of any rights of ECC, nor shall they conflict with applicable law. The District is not responsible for the loss and/or corruption of information that may be stored on ECC's computing systems. The District recognizes the privacy interests of faculty, students and staff and their rights to freedom of speech, collegial consultation and academic freedom as well as their rights to engage in protected union and concerted activity.

#### **4. Authorized Use**

An authorized ECC agent must approve all access to ECC's computer resources, including issuing of passwords. Users may not, under any circumstances, transfer or confer these privileges



to other individuals. The authorized user is responsible for the proper use of the system, including any password protection.

Users are prohibited from sharing their passwords.

## 5. **Conditions of Use**

The user agrees to maintain an environment conducive to learning. However, users are advised that they may encounter material on the Internet which may be considered offensive or objectional in nature or content. Users are further advised that ECC does not assume responsibility for the contents of any email or information.

The user agrees that in the unlikely event that someone does transmit, or cause to be transmitted, a message that is inconsistent with an environment conducive to learning or with a misleading origin, the person who performed the transmission will be solely accountable for the message, not ECC, which is acting solely as the information carrier.

The user agrees to report any possible security lapse on any system to the Information Technology Services (ITS) Department. The ITS Department will investigate any reported or discovered security threats.

District information resources must not be used for political activities where prohibited by federal, state or other applicable laws.

Although personal use is not an intended use, the District recognizes that the Network will be used for incidental personal activities provided that such use is within reason and provided that such usage is ordinarily on an employee's own time, is occasional, and does not interfere with or burden the District's operation, and not otherwise contrary to District policies or procedures.

District information resources should not be used for commercial purposes and users may not conduct activities for personal commercial gain.

Creation or transmission of any false statement, which tends to cause injury to one's reputation, is strictly prohibited. Any user creating or transmitting defamatory statements shall have sole liability for any damages resulting from such defamatory statement.

The user agrees never to attempt to transmit, or cause to be transmitted, any message in which the origination is deliberately misleading (except for those outside services which may conceal identities as part of the service).

Creation or transmission of any false statement, which tends to cause injury to one's reputation, is strictly prohibited. Any user creating or transmitting defamatory statements shall have sole liability for any damages resulting from such defamatory statement.

Creation, transmission or the uploading/downloading of obscene material is strictly prohibited when using ECC computer systems.

Users may not install executable files on network servers and shall not modify, delete or otherwise alter server files or any data within those files without express authorization to do so.

An individual's computer use privileges may be suspended by the district immediately upon the discovery of a violation of these privileges.

## 6. **Confidentiality**

Programs and files are confidential unless they have been made available, with written permission, to other authorized individuals. When performing maintenance, every effort is made to ensure the privacy of the user's files. Violations of confidentiality should be reported to an administrator. The system has the ability to read your mail, your own account and the system administrator account. All reasonable attempts have been made to ensure the privacy of your accounts and your electronic mail.

ECC retains the right to revoke, amend or change the provisions of this policy.

Users who do not adhere to this policy may be subject to disciplinary action.

**APPENDIX F**  
**Vocational Instructors Equivalency Table**

CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V
Valid California Community College Credential	Valid California Community College Credential	BA + 5 yrs. Experience	MA	Doctorate
OR	OR			
AA + 6 yrs. experience or Board Approval Equivalency Qualifications	AA + 6 yrs. experience or Board Approval Equivalency -plus- 12 semester units vocational teacher training program courses			
	OR			
	BA + 2 yrs. experience			

Note: To qualify as a vocational instructor, the Faculty Member must be assigned to teach in a vocational subject field designated by the District and be assigned a teaching load of which 80% or more of the courses assigned are in that subject field.

**APPENDIX G**  
**List of Faculty Service Areas By Division**

**BEHAVIORAL & SOCIAL SCIENCES:**

<u>Discipline</u>	<u>FSA</u>	<u>Competency</u>
Anthropology	Anthropology	Hold a valid teaching credential in that discipline, <b>OR</b>
Child Development	Child Development	Meet state minimum qualifications in the discipline, <b>OR</b>
Economics	Economics	Have been granted an equivalency in the discipline.
Ethnic Studies	Ethnic Studies	
Gerontology	Gerontology	
History	History	
Philosophy	Philosophy	
Political Science	Political Science	
Psychology	Psychology	
Religious Studies	Religious Studies	
Sociology	Sociology	
Social Sciences	Social Sciences	
Women's Studies	Women's Studies	

**BUSINESS:**

<u>Discipline</u>	<u>FSA</u>	<u>Competency</u>
Accounting	Accounting	Hold a valid teaching credential in that discipline, <b>OR</b>
Business Management	General Business	Meet state minimum qualifications in the

Marketing  
Business Education

discipline, **OR**

Have been granted an  
equivalency in the discipline.

Law

Law

Computer Information  
Systems

\*Computer Information  
Systems

\*In addition, must  
demonstrate skills by  
work experience,  
portfolio or  
performance.

Office Technologies

Office Technologies

Real Estate

Real Estate

Legal Assisting

Legal Assisting

**COUNSELING:**

**Discipline**

**FSA**

**Competency**

Counseling

Counseling

**HEALTH SCIENCES AND ATHLETICS:**

**Discipline**

**FSA**

**Competency**

Health

Health

Physical Education

Physical Education

Recreation  
Administration

Recreation

Coaching

Coaching

Athletic Training  
Nursing  
Nursing Science:  
Clinical Practice

Athletic Training  
Nursing

Health Care Ancillaries

Medical technologies

Health Information Tech  
 Radiologic technology  
 Respiratory technician  
 Respiratory technologies

**FINE ARTS:**

<u>Discipline</u>	<u>FSA</u>	<u>Competency</u>
Art History	Art History	
Art Studio	Studio	
Commercial Art	Commercial Art	Hold a valid teaching credential in that discipline, <b>OR</b>  Meet state minimum qualifications in the discipline, <b>OR</b>
Dance	Dance the discipline.	Have been granted an equivalency in
Folk Dance	Folk Dance	
Drama/Theater Arts	History	
Stagecraft	Performance Technical	In addition, must demonstrate skills by work experience, portfolio or performance.
Music Commercial Music	Instrumental Vocal Theory History	
Graphic Arts Jewelry Photography Photographic Technology	Graphic Arts Jewelry Photography	
Speech	Speech	

**HUMANITIES:**

<b><u>Discipline</u></b>	<b><u>FSA</u></b>	<b><u>Competency</u></b>
English	English	Hold a valid teaching credential in that discipline, <b>OR</b>
ESL	ESL	Meet state minimum qualifications in the discipline, <b>OR</b>
Foreign Languages	Spanish	Have been granted an equivalency in the discipline.
	French	
	German	
	Japanese	
	Italian	
	Latin	
Humanities	Humanities	
Journalism	Journalism	
Linguistics	Linguistics	
Mass Communication	Mass Communication	
Reading	Reading	
Public Relations	Public Relations	

**INDUSTRY & TECHNOLOGY:**

<b><u>Discipline</u></b>	<b><u>FSA</u></b>	<b><u>Competency</u></b>
Administration of Justice	Administration of Justice	Hold a valid teaching credential in that

Private Security	discipline, <b>OR</b>	
Air Conditioning Refrigeration, heating	Air Conditioning Refrigeration, heating	Meet state minimum qualifications in the discipline, <b>OR</b>
Architecture	Architecture	Have been granted an equivalency in the discipline.
Auto Body	Auto Body	
Auto Mechanics	Auto Mechanics	
Cabinet Making Carpentry	Carpentry	
Construction Mgmt. Construction Tech. Building Codes & Regs.	Construction	
Cosmetology	Cosmetology	
Computer Service Tech. Electricity Electro-Mechanical Tech. Electronics Robotics Telecommunications Tech.	Electronics	
Emergency Medical Technology	Emergency Med. Tech.	
Fire Tech.	Fire Technology	
Drafting Engineering Tech. Environmental Tech Industrial Tech.	Environmental Tech	
Machine Tool Tech. Manufacturing Tech.		
Welding	Welding	



**INDUSTRY & TECHNOLOGY (Cont'd):**

<b><u>Discipline</u></b>	<b><u>FSA</u></b>	<b><u>Competency</u></b>
Family and Consumer Studies/Home Ec. Fashion & related Technologies	Family & Consumer Studies	Have been granted an equivalency in the discipline
Culinary arts/food Technology		*For Biological Sciences, local qualifications will be used
Interior Design	Interior Design	
Ornamental Horticulture	Horticulture	

**LEARNING RESOURCES:**

<b><u>Discipline</u></b>	<b><u>FSA</u></b>	<b><u>Competency</u></b>
Special Education	Adaptive PE	Hold a valid teaching credential in that discipline, <b>OR</b>
	Counseling of students w/ disabilities	Meet state minimum qualifications in the discipline, <b>OR</b>
	Speech & Lang. disabilities	Have been granted an equivalency in the discipline.
Education	Education	
	Learning Skills*	*In addition must have course work in Developmental Education.
Instructional design/Technology	Instructional design Technology	
Library Science Library Technology	Library	
Mass Communication	Mass Communication	

Broadcasting Tech.  
Media production

Broadcasting Tech.

Sign language

Sign Language

### **MATHEMATICAL SCIENCES:**

#### **Discipline**

#### **FSA**

#### **Competency**

Computer Science

Computer Science

Have been granted an  
equivalency in the  
discipline.

Engineering

Engineering

Mathematics

Mathematics

### **NATURAL SCIENCES:**

#### **Discipline**

#### **FSA**

#### **Competency**

Biological Sciences

Anatomy & Physiology  
Biology  
Botany  
Microbiology

Hold a valid teaching  
credential in that  
discipline, **OR**

Meet state minimum  
qualifications\* in  
the discipline, **OR**

Ornamental  
Horticulture

Horticulture

Astronomy/Physics

Astronomy  
Physics

Hold a valid teaching  
Credential in that discipline, **OR**

Chemistry

Chemistry

Meet state minimum qualifications  
In the discipline, **OR**

Geography  
Earth Sciences

Geography  
Earth Sciences

Have been granted an equivalency  
in the discipline.

## **APPENDIX H**

### **Catastrophic Illness/Injury Leave Donation Plan**

#### **About the Plan**

The purpose of this plan is to permit employees of the District to donate eligible credits to an employee when that employee or a member of his or her family suffers from a catastrophic illness or injury. The intent is:

- to ensure that the employee continues to receive medical benefits during the recovery period.
- to enable the employee to continue receiving the regular salary.

TO BEGIN THE PROCESS, a letter of request and medical verification must be sent to the Director of Human Resources. Assuming all other conditions are met, the Director will initiate the "Call for Donated Leave" or the Catastrophic Illness/Injury (CII) Committee will approve Leave Bank donations.

#### **Guidelines for Donating Days**

Any employee may donate accumulated leave, but MUST retain no fewer than thirty (30) days of sick leave on record.

**EXCEPTION:** An employee who is retiring or terminating and wishes to donate unused sick leave to a specific person or to the Leave Bank may do so without limitation.

Employees may donate accumulated vacation days with no restrictions.

All days donated are irrevocable.

Any unused donated days will revert to the Leave Bank for use by other catastrophically ill or injured employees who request and are approved to use days from this bank.

Donated sick leave or vacation days are charged on the basis of day-for-day regardless of the classification and/or salary of either the donee or the donor.

#### **The Employee suffering from a catastrophic illness or injury:**

Must have used all available forms of leave (sick leave or vacation.)

Must be incapacitated or absent for an extended period of time no fewer than thirty (30) consecutive calendar days.

Must submit a letter to the Director of Human Resources requesting "Call for Donations." An authorized person other than the donee may request donated days.

Must submit medical verification to the Director of Human Resources. The District may require additional medical verification from a physician selected by the District and at the expense of the District.

As required in Ed Code 87045, the District determines that the employee is unable to work due to the catastrophic illness or injury

May use donated days as half or whole days which may be used retroactively. There are two choices regarding the method of using donated days:

Half day worked plus half day donated leave equals a portion of or full pay.

Half day leave only, resulting in full health benefits coverage and a portion of or half pay.

Must use all donated leave within a 12-month period after the donation. Leave days will be placed in a special donated leave account for up to one year. If the employee returns to work and has a reoccurrence of the same or related catastrophic illness or injury, after using any accumulated vacation and/or sick leave accrued days, previously donated leave days may be used. After one year, and in unusual circumstances, the CII Committee may consider a request to extend the period of up to one additional year.

If no reoccurrence of the catastrophic illness or injury occurs within one year of the date returned to work, the unused donated days will revert to the District's Leave Bank.

Pledged donated days may be used only for the specified catastrophic illness or injury. A different catastrophic illness or injury must be handled as a separate or second incident.

**NOT COVERED:** Stress related illness; elective surgery; normal pregnancy; worker's compensation claims; disabilities resulting from alcoholism or drug addiction unless the drugs are administered by a physician; intentionally self-inflicted injuries; pre-existing physical maladies or normal illness such as colds, flu, allergies, headaches, etc.

### Leave Bank

The District annually, or as needed, will promote a "Call for Donated Leave" for the Leave Bank. In addition, the District will give each employee who terminates, resigns or retires, an opportunity to donate unused vacation or sick leave to the Leave Bank.

Unused donated days reverting to the Leave Bank or days specifically donated to the Leave Bank make up the Leave Bank.

Requests for Leave Bank days are subject to availability. The District is not responsible for filling requests from the Leave Bank if no days are available.

It is the responsibility of the employee or employee's authorized person making the request to submit sufficient information or explanations to the "CII" Committee for approval. Insufficient information will be grounds for denial.

Submit requests for Leave Bank days directly to the Director of Human Resources who then will determine eligibility and provide the "CII" Committee with appropriate information. The Committee will review the request, but will not be given the name of the person making the request. Confidentiality will be upheld and all efforts will be made to ensure the privacy of the employee making the Leave Bank request.

#### Definitions

Catastrophic Illness or Injury: "CII" as defined in Ed Code 87045, a catastrophic illness or injury is one that is expected to incapacitate the employee for an extended period of time or that incapacitates a member of the employee's 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 from work creates a financial hardship for the employee because he or she has exhausted all sick leave and other paid time off. Examples include life threatening injury or illness; cancer; AIDS, heart surgery, stroke, etc.

CII Committee: The Catastrophic Illness/Injury Committee is comprised of representatives from the Federation, ECCE, (POA and Management, and is chaired by the Director of Human Resources or Designee as a non-voting member.

Call for Donations: The District will solicit requests for donations for either individual or Leave Bank requests.

Duration: Per Ed Code 87045, all donated leave is available for a maximum of 12 months.

Eligible Leave Credits: Vacation leave or sick leave accredited to the donating employee.

Extension: In unusual circumstances and upon request, an additional one year of leave donations may be considered.

Grievances: Nothing in this plan is grievable.

Individual Requests: Employees meeting conditions of this plan may request donations from the general employee population.

Irrevocability: Once leave is donated, the donor cannot retrieve any portion of the donated leave.

Leave: Vacation or sick leave accrued to the donating employee. A donating employee must retain no fewer than 30 days of sick leave on record to be eligible to donate sick leave days.

Leave Bank: Unused donated days or days specifically donated to a general account. The Leave Bank permits those employees who do not wish to request individual donations to do so privately and anonymously.

Medical Determination: Ed Code 87045 requires medical verification of catastrophic illness or injury from a physician.

Medical Verification: Ed Code 87045 requires that the District determine that the employee is unable to work due to a catastrophic illness or injury.

Requests: Ed Code 87045 specifies that an employee who is suffering from a catastrophic illness or injury must request that eligible vacation or sick leave be donated. Donations cannot be accepted or approved without this request.

**APPENDIX H**  
**Donation to Catastrophic Leave Bank**

Upon my termination of employment from El Camino College on \_\_\_\_\_,  
I wish to donate all my remaining sick leave to the Catastrophic Bank.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Date sent to payroll

\_\_\_\_\_  
Date processed by payroll

**APPENDIX I**

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**APPENDIX J**  
**EVALUATION TEMPLATES**

**Counselor Evaluation Forms**

Consultation:  
Academic Senate:  
Federation:

## Overview of Evaluation Forms

Form Number	Form Name	Probationary Full-Time	Tenured	Temporary Full-Time	Part-Time
J.1.a. J.1.a.i.	Evaluation Form: Full-Time Faculty Evaluation Form: Full-Time Counseling Faculty		D, FT	D, FT	
J.1.b. J.1.b.i.	Evaluation Form: Part-Time Faculty Evaluation Form: Part-Time Counseling Faculty (new form)				FT, DWA
J.2 J.2.a.	Combined Peer/Dean Evaluation Report for Probationary Instructor Combined Peer/Dean Evaluation Report for Probationary Counselor	D & FTT*			
J.3 J.3.a	Evaluation Conference Report for Faculty Evaluation Conference Report for Counseling Faculty	D	FT or DWA	FT or DWA	FT or DWA
J.4 J.4.a	Self-Evaluation Report Self-Evaluation Report - Counselor	E	E	E	E
J.5.a.	Student Survey of Instructor Effectiveness: Full-Time Faculty	S	S	S	
J.5.b.	Student Survey of Instructor Effectiveness: Part-Time Faculty				S
J.5.c.	Student Survey of Counselor Effectiveness (MOU – 2/24/2022)	S	S	S	S

\* One FTT must be from hiring committee

**Evaluators Key:**

D = Dean, Associate Dean, or Director  
DWA = Dean, when applicable  
FT = Full-time, tenured or probationary  
FTT = Full-time, tenured  
E = Evaluatee  
S = Students

**APPENDIX J.1.a.i.**  
**EL CAMINO COLLEGE**  
**Full-Time Counseling Faculty Evaluation**  
 Tenured  Temporary Full-Time

EVALUATEE: \_\_\_\_\_ SEMESTER: \_\_\_\_\_

EVALUATOR: \_\_\_\_\_ DATE(S) OBSERVED: \_\_\_\_\_

OBSERVATIONS: IN OFFICE \_\_\_ IN CLASSROOM: \_\_\_\_\_ GROUP PRESENTATION: \_\_\_\_\_

Counselors	Satisfactory	*Needs Improvement	*Unsatisfactory	**Unable to Assess
1. Shows currency & depth of knowledge of academic majors for counselees in their subject areas. Comments:				
2. Provides opportunities for counselees to express concerns, listens well, is accessible to students, provides reinforcing feedback to students. Comments:				
3. Helps students define problems, and is able to support counselees in seeking solutions to their problems. Comments:				
4. Researches questions brought by counselees, provides pertinent information, directs counselees to appropriate resources when advisable. Comments:				
5. Assists counselees in assessing, exploring and realizing their career and/or educational potential. Comments:				
6. Shows sensitivity to the unique individual differences of counselees within the context of gender, status, cultural diversity, age, disability and other relevant characteristics. Comments:				
7. Demonstrates current knowledge of district policies & procedures, courses & programs benefiting counselees. Comments:				
8. Makes effective use of counseling materials and technology. Comments:				
9. Interfaces with colleagues to stay abreast of changes, policies and procedures affecting students. Comments:				

10. Cultivates a courteous, respectful, and professional environment among colleagues. Comments:				
11. Participates collegially in department/division/college committee work and activities. Comments:				

**The following questions will appear only on dean’s version of the faculty evaluation form:**

	Satis- factory	*Needs <u>im</u> provement	Improve- ment	*Unsatisfactory	**Unable to Assess
12. Regularly participates in professional development and sets goals for improvement of knowledge and skills. Comments:					
13. Schedules and regularly adheres to weekly student contact time. Comments:					
14. Submits records and responds to requests within a reasonable timeline as required by the division or district within the published deadlines (e.g., semester schedules, timesheets, evaluation materials, flex reporting) Comments:					

Overall Rating: \_\_\_\_\_ Satisfactory    \_\_\_\_\_ Needs Improvement    \_\_\_\_\_ Unsatisfactory

Note: Deans and peers will complete separate forms so dean OR peer will sign form, not both.

\_\_\_\_\_  
Dean’s Signature                      Date

\_\_\_\_\_  
Peer Evaluator’s Signature                      Date

\* Any “needs improvement” or “unsatisfactory” rating must include comments to identify specific problems and recommendations (attach additional sheet if necessary).

\*\* Any “Unable to assess” ratings must include comments to explain the reasons the evaluator was unable to assess this portion of the evaluation.

**APPENDIX J.1.b.i.**  
**EL CAMINO COLLEGE**  
**Part-Time Counseling Faculty Evaluation**

**NOTE: THIS IS A NEW FORM**

EVALUATEE: \_\_\_\_\_ SEMESTER: \_\_\_\_\_

EVALUATOR: \_\_\_\_\_ DATE(S) OBSERVED: \_\_\_\_\_

OBSERVATIONS: IN OFFICE \_\_\_\_\_ IN CLASSROOM: \_\_\_\_\_ GROUP PRESENTATION: \_\_\_\_\_

Counselors	Satisfactory	*Needs Improvement	*Unsatisfactory	**Unable to Assess
1. Shows currency & depth of knowledge of academic majors for counselees in their subject areas. Comments:				
2. Provides opportunities for counselees to express concerns, listens well, is accessible to students, provides reinforcing feedback to students. Comments:				
3. Helps students define problems and is able to support counselees in seeking solutions to their problems. Comments:				
4. Researches questions brought by counselees, provides pertinent information, directs counselees to appropriate resources when advisable. Comments:				
5. Assists counselees in assessing, exploring and realizing their career and/or educational potential. Comments:				
6. Shows sensitivity to the unique individual differences of counselees within the context of gender, status, cultural diversity, age, disability and other relevant characteristics. Comments:				
7. Demonstrates current knowledge of district policies & procedures, courses & programs benefiting counselees. Comments:				
8. Makes effective use of counseling materials and technology. Comments:				
9. Interfaces with colleagues to stay abreast of changes, policies and procedures affecting students. Comments:				

<p>10. Cultivates a courteous, respectful, and professional environment among colleagues.</p> <p>Comments:</p>				
<p>11. Submits records and responds to requests within a reasonable timeline as required by the division or district within the published deadlines (e.g., semester schedules, timesheets, evaluation materials)</p> <p>Comments:</p>				

\* Any “needs improvement” or “unsatisfactory” rating must include comments to identify specific problems and recommendations (attach additional sheet if necessary).

\*\* Any “Unable to assess” ratings must include comments to explain the reasons the evaluator was unable to assess this portion of the evaluation.

APPENDIX J.2.a  
EL CAMINO COLLEGE  
COMBINED PEER/DEAN EVALUATION REPORT FOR PROBATIONARY COUNSELOR  
 Probationary Indicate which semester: 1<sup>st</sup> 2<sup>nd</sup> 3<sup>rd</sup> 4<sup>th</sup> 5<sup>th</sup> 6<sup>th</sup> 7<sup>th</sup>

EVALUATEE: \_\_\_\_\_ SEMESTER: \_\_\_\_\_

EVALUATORS: \_\_\_\_\_

DATE(S) OBSERVED: \_\_\_\_\_

OBSERVATIONS: IN OFFICE \_\_\_\_\_ IN CLASSROOM: \_\_\_\_\_ GROUP PRESENTATION: \_\_\_\_\_

Counselors	Satis- factory	*Needs Improve- ment	*Unsatis- factory	**Unable to assess
1. Shows currency & depth of knowledge of academic majors for counselees in their subject areas. Comments:				
2. Provides opportunities for counselees to express concerns, listens well, is accessible to students, provides reinforcing feedback to students. Comments:				
3. Helps students define problems and is able to support counselees in seeking solutions to their problems. Comments:				
4. Researches questions brought by counselees, provides pertinent information, directs counselees to appropriate resources when advisable. Comments:				
5. Assists counselees in assessing, exploring and realizing their career and/or educational potential. Comments:				
6. Shows sensitivity to the unique individual differences of counselees within the context of gender, status, cultural diversity, age, disability and other relevant characteristics. Comments:				
7. Demonstrates current knowledge of district policies & procedures, courses & programs benefiting counselees. Comments:				
8. Makes effective use of counseling materials and technology. Comments:				
9. Interfaces with colleagues to stay abreast of changes, policies and procedures affecting students. Comments:				



**APPENDIX J.3.a**

**Evaluation Conference Report For Counseling Faculty**

**DIVISION OF \_\_\_\_\_**

- Tenured     Probationary: Indicate which semester: 1<sup>st</sup> 2<sup>nd</sup> 3<sup>rd</sup> 4<sup>th</sup> 5<sup>th</sup> 6<sup>th</sup> 7<sup>th</sup>  
 Temporary Full-Time     Part-Time

\_\_\_\_\_ has been evaluated in accordance with Article 20 of the Agreement between El Camino Community College District and the El Camino College Federation of Teachers and is considered to have an overall rating of:

- \_\_\_\_\_ satisfactory  
\_\_\_\_\_ in need of improvement  
\_\_\_\_\_ unsatisfactory

An evaluation conference is a face-to-face meeting of the evaluator(s) and the evaluatee. The Evaluation Conference Report will be completed by the evaluator and provide a summary of the discussion during the evaluation conference. Evaluation conference topics must include:

1. FACULTY EVALUATION FULL-TIME/PART-TIME, when applicable. (Form J.1.a.i. or J.1.b.i.)
2. COMBINED PEER/DEAN EVALUATION REPORT FOR PROBATIONARY COUNSELOR, when applicable. (Form J.2.a)
3. SELF EVALUATION REPORT. (Form J.4.a)
4. RESULTS OF STUDENT SURVEY OF COUNSELOR EFFECTIVENESS (Form J.5.c.)

Panel Member(s):(Please print.)	Signature(s):	Date:
_____	_____	_____
_____	_____	_____
_____	_____	_____

I have reviewed the above **CONFERENCE REPORT FOR FACULTY**. My signature does not necessarily indicate my agreement with the evaluation. I understand that I may submit a written statement within a calendar week to be attached and forwarded with this report.

Signature of Evaluatee \_\_\_\_\_ Date: \_\_\_\_\_

Evaluator(s) please provide signed copies to the following:

- 1 - Evaluatee    2 - Dean    3 - Human Resources



## APPENDIX J.4.a

### Self-Evaluation Report ~ Counselor

NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

The self-evaluation report is designed to provide an opportunity for counselors to reflect on their performance, relative to the job description (Appendix A). When submitting the Self-Evaluation Report, you may include any workshop/presentation materials or any forms or documents that you have created to help improve your effectiveness when working with students. Respond to each of the following:

1. Explain how objectives for the improvement of counseling and student success from the last report were addressed. (Previous report is available in the division office).
2. Discuss objectives for the continued improvement of counseling and student success.
3. Reflect on your counseling as it relates to institutional improvement efforts such as Service Area Outcomes and student equity efforts.
4. Analyze and discuss the results of your student surveys.
5. Describe professional growth activities, including any professional development activities, conferences, and workshops attended/presented.
6. Discuss the committee(s) which you are serving on or have served since the last evaluation and any other committees you may be interested in serving on in the future.

## APPENDIX J.5.c – STUDENT SURVEY OF COUNSELOR EFFECTIVENESS

### Student Survey of Counselor Effectiveness

#### DIVISION OF \_\_\_\_\_

Directions: Please mark the response which is closest to your opinion. If you cannot answer, or the question is not applicable, mark opinion Does Not Apply. When you are finished, please click the “Submit” button.

#### Student Demographics

What is your goal at El Camino College? (Mark all that apply)

- No degree (personal development, lifelong learning, etc.)
- Certificate
- Associate’s degree
- Transfer to a college/university

What is your major? \_\_\_\_\_

Counting this semester, how many semesters of college have you attended?

- 1-2 semesters
- 3-4 semesters
- 5 or more semesters

Age:

- 17 or younger
- 18-24
- 25-34
- 45-54
- 55+

Reason you scheduled a meeting with a counselor (Mark all that apply)

- Transfer / University information
- Planning classes (educational plan)
- Career exploration
- Disability accommodations
- Graduation/Degree information
- Referral to support services (Example: Tutoring, Health Services, Financial Aid)
- Other

What topics were discussed in your meeting? (Mark all that apply)

Academics

- Steps to enrollment (applying, orientation, English/Math placement)
- Planning classes (educational plan)
- Choosing a major
- Job or Career information
- Completing certificate or degree requirements
- University transfer requirements
- Probation/Dismissal

Student success

- Course progress or concerns
- Referred by an instructor
- Study skills
- Personal challenges

Referrals

- Participating in campus activities, events, clubs, or organizations
- Referrals for support services (on/off campus)
- Basic needs resources
- Financial Aid
- Student Health Services

Special programs

- Athletic Eligibility
- Disability accommodations
- Veterans' Certification

Other

Please mark your choice for the following questions:

**The response choices for each question are:**

- A - Strongly Agree
- B - Agree
- C – Disagree
- D - Strongly Disagree
- E - Does Not Apply

1. During our meeting, I felt comfortable and free to ask questions.
2. The counselor listened well during our meeting.
3. The counselor provided useful information to help me make progress in my goal(s).
4. The counselor's presentation of material was clear and organized.
5. The counselor used our meeting time effectively.
6. I got the information I needed or the counselor will provide a follow-up with further needed information.
7. The counselor responded to my questions promptly, clearly and thoroughly.
8. The counselor informed me of resources to support my learning and educational goals.
9. I would return to this counselor and/or recommend this counselor to another student.
10. Overall, I am satisfied with the meeting with the counselor.

Please include additional comments in regards to meeting. All comments will be typed to maintain confidentiality before the counselor views them.

**APPENDIX K  
FACULTY COMPUTER USE AGREEMENT**

The El Camino Community College District provides computers to its full-time teaching faculty for institutional purposes. The goal in providing this resource is to promote educational excellence through the use of technology to foster innovation, creativity and efficiency. Participating faculty may be asked to complete an evaluation survey indicating ways in which the use of this computer has allowed them to better support instruction. The faculty member agrees to take reasonable measures to protect the College District's property and agrees by affirmation to the following conditions:

1. At the issuance of the computer, I will attend an orientation for the safe use of my computer.
2. While on campus I accept personal responsibility for the laptop computer should the computer be lost, stolen or severely damaged due to my negligence.

I also accept complete liability any time I take the computer off campus. In the event that I am determined to be liable for a laptop computer that is lost, stolen or severely damaged, the laptop computer will be replaced, at the discretion of the District, for a fee not to exceed \$350.

A procedure to arbitrate disputes arising over application of this agreement will be established jointly with the District and El Camino College Federation of Teachers.

3. I agree to exercise care and caution when downloading file information. Certain files may carry computer viruses which may damage the computer's software and operation.
4. I understand that computers are provided to support the educational mission of the College District. Incidental personal use of the computer must not interfere with this educational mission.
5. I understand that I will be personally liable for any of my own actions which violate copyright laws, illegal use of copyrighted material or other illegal use, such as harassment and installation of non-licensed software.
6. The computer (laptop or desktop), and its replacement, if applicable, remains the property of the College District. I agree to surrender the computer upon retirement, resignation, termination or change to a non-teaching assignment. Failure to comply with the College District's demand for the return of the computer will be considered an unlawful taking of College District property and will result in disciplinary action and/or criminal prosecution.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Office use only

Toshiba laptop	Serial No.	ECC Tag #
Apple laptop		
Desktop		

Distribution: Original – Human Resources

Canary – Information Systems Technology

Pink – Faculty Member copy

**APPENDIX L**  
**INSURANCE BENEFITS COMMITTEE GUIDELINES**

1. Membership in the Insurance Benefits Committee includes three (3) Faculty Members designated by the Federation, three (3) members designated by the exclusive representative for classified employees, one (1) member designated by the Police Officer's Association (POA), and seven (7) members designated by the President of the College, one of whom, the Vice President of Administrative Services or Designee, is appointed as Committee Chairperson. Each organization is entitled to designate an alternate member, and the President may designate two (2) alternate members. Such alternate members are to serve in the event any of the designated persons are unable for any reason to serve.

2. All designated appointees by the named organizations and all designated appointees designated by the President of the College shall have an equal voice in the proceedings of the Committee and shall be full participants therein.

3. The Committee shall employ such consultants and experts as it deems appropriate.

4. The Committee's costs of operation shall be borne by the District.

5. Recommendations from the Insurance Benefits Committee should be made to the negotiation teams because health benefits are subject to bargaining between the parties. If no recommendations are made or adopted by the Insurance Benefits Committee, such lack of action or agreement does not prevent either the District or the Federation from being able to negotiate health benefits. The Insurance Benefits Committee should include the same number of managers and union members on the Insurance Benefits Committee, for example, a membership of up to 7 members representing the three unions at El Camino and 7 members representing management/supervisory. There will be no requirement for super majority voting.

6. All additions to, deletions from or changes to the Committee's bylaws, which are advisory only, must be approved in writing by ten (10) of the members of the Committee, including at least one Faculty Member voting for approval.

*(REV 11-11)*

## **APPENDIX M-1 TENURE-TRACK FACULTY HIRING PROCEDURES**

NOTE: The Superintendent/President is responsible for the implementation of the hiring procedures as jointly agreed upon by the Academic Senate and the Board of Trustees in accordance with the Education Code, Section 87360.

### **I. Definition of Terms**

- A. “VP” is Vice President.
- B. “VPAA” is Vice President of Academic Affairs.
- C. “Position(s)” refers to both new and replacement position(s).
- D. “AS” is the Academic Senate.
- E. ”EEO” is Equal Employment Opportunity Officer.
- F. “EER” is Equal Employment Opportunity Representative.

### **II. Position Identification Process**

- A. The VPAA will initiate the position identification process in a timely manner.
  - 1. The VPAA and the President of the Academic Senate shall establish the criteria to rank and make recommendations.
  - 2. The process shall be completed by November.
- B. Division Approval Process
  - 1. Positions to be requested will be identified jointly by the division dean and full-time faculty.
    - a. Input will be requested from each division by the appropriate VP before proposals for new or replacement positions are submitted by the deans to the appropriate VP. This input should come from existing division councils or a committee consisting of the dean and all interested faculty from the division.
    - b. All pertinent data shall be reviewed by the division councils and made available to any faculty member requesting it.
- C. Budget Identification
  - 1. Any position to be funded by the District’s unrestricted general fund must be requested through the position identification process.
  - 2. Faculty positions to be funded by grant and categorical funds other than the general fund shall be exempt from this process.
  - 3. Any time at which categorical funds expire or a grant anticipates the use of general funds, the position must go through the position identification process and shall be considered new.

#### D. Campus-Wide Approval Process

1. The Faculty Position Identification Process Committee will be convened by the AS President and the VPAA. The committee will prioritize and recommend faculty positions to the Superintendent/President for announcement. The committee will consist of the Division Deans (or designee) and an equal number of faculty from the respective divisions appointed by the AS President.
2. The Superintendent/President will identify positions to be announced before the end of the current calendar year. At the request of the Senate, the Superintendent/President or designee will address issues concerning the approved list.

E. After the official announcement of positions, the Superintendent/President may fill additional positions on a temporary or permanent basis due to unanticipated circumstances, such as programmatic needs, legal considerations, resignations, late retirements or death. The Superintendent/President will meet with the appropriate Vice President, Academic Senate President and President of the Federation regarding these positions.

### III. Search Committee

#### A. Selection

The division dean or designee will be initially responsible for identifying the members of the search committee, except for the EER, in compliance with Section III-B.

#### B. Composition

1. Division dean or designee to serve as the Search Chair.
2. Where there is a director with specific program responsibility over the position to be hired, the director will either be the dean's designee as the Search Chair or a voting member of the committee.
3. Three (3) or more full-time faculty members from the discipline, one of whom must be tenured. If not enough full-time faculty from the discipline are available the dean and Division Council may recruit additional committee members. Such recruits may come from the division full-time faculty, retired faculty, adjunct faculty or a neighboring college. At least two committee members should be or have been instructors in the discipline. These committee members shall be approved by a majority of the full-time faculty in the discipline.
4. One (1) full-time faculty member from outside the division approved by the committee and the division dean is recommended.
5. At the discretion of the faculty in the discipline, non-faculty may be appointed with voting or non-voting status.
6. One (1) EER appointed by the Office of Title IX, Diversity, and Inclusion. The search committee shall decide, by majority vote, whether the EER shall be a voting or non-voting member. Every attempt will be made to have a faculty EER serve on every faculty search committee.
7. The division dean or designee will normally serve as the committee chair subject to the approval of the committee. The committee may select an alternate chair in



consultation with the appropriate VP. The responsibilities of the chair include, but are not limited to, the following:

- a. Follow procedures specifically outlined in the Federation contract and the Education Code, Section 87360 Hiring Procedures.
  - b. Submit names of the committee members and the chair through the online Hiring Workflow.
  - c. Work with all committee members' schedules to call timely meetings and accommodate faculty teaching schedules where possible.
  - d. Review committee members' responsibilities and screening procedures.
  - e. Allow time for the EER to provide training in equal employment opportunity guidelines for the committee.
  - f. Assure that the screening of application materials, first-level interview dates and final interview dates with the President are inputted in the online Hiring Workflow in a timely manner.
  - g. Coordinate the committee's development of the interview questions and activities (if appropriate) and discuss application screening criteria. Submit interview questions to Human Resources through the online Hiring Workflow.
  - h. Secure applicant information from Human Resources in a timely manner.
  - i. Review procedures and documents uploaded by Human Resources in the digital recruitment folder.
  - j. After candidates are selected for interviews, develop interview schedule and send follow-up confirmation emails.
  - k. Complete reference checks, notify interviewees of final selection status, and prepare appropriate documents for the final interview.
  - l. Upon completion of the interview process and agreement with the Superintendent/President on the selection of the candidate, the chair and/or dean will inform Human Resources so that Human Resources can extend a verbal offer.
  - m. The Search Chair notifies interviewees not selected.
  - n. Upload applicant information with all completed forms and committee members' notes into the secure digital recruitment folder provided by Human Resources no later than 2 weeks after the final interviews are completed.
  - o. Appropriate clerical support will be provided to the designated chair by the division.
8. A Statement of Confidentiality and Conflict of Interest will be read by the EER to the screening committee members whose names will be listed on back of the statement and placed as a record in the recruitment file. A presentation on screening and hiring practices will also be made to committee members. Screening and interviewing are confidential processes and all related actions are subject to laws and regulations of equal and fair employment. Committee members are required to maintain the highest degree of confidentiality and to remain unbiased throughout the process.

#### **IV. Job Announcement**

- A. Job announcements will:
  - 1. be developed by the faculty of the discipline and the division dean or designee. A standardized form provided by Human Resources will meet all legal requirements.
  - 2. include sufficient detail so as to clarify:
    - a. minimum qualifications
    - b. desirable qualifications
    - c. departmental needs
    - d. type of activity (if appropriate) required during the interview
    - e. tentative interview week(s), if possible
    - f. the interview expenses the college may pay
  - 3. be released within 20 working days after positions are approved by the Superintendent/President.

#### **V. Application Period**

- A. Announced positions will be actively advertised for a minimum of 40 days prior to the screening committee's selection of candidates to interview; however, the position may remain open until filled.
- B. A database of applicants will be maintained for 18 months, and applicants will be notified of part-time and other full-time openings in their respective disciplines.
- C. During the application period, the screening committee will:
  - 1. Discuss applicant screening practices regarding non-discrimination, conflict of interest, and confidentiality.
  - 2. Determine applicant screening criteria. In addition to qualifications stated on the job announcement, screening criteria may include:
    - a. Training and/or work experience
    - b. Recency of training and/or work experience
    - c. Evidence of updating of skills
    - d. Teaching experience
    - e. Continued professional growth
  - 3. Identify tentative interview dates.
  - 4. Develop preliminary interview questions signed by all members of the committee.
  - 5. Develop a description of the activity (if appropriate) to be requested of each interviewee. A teaching demonstration is required for all teaching positions.
- D. The questions and activities will be uploaded into the online Hiring Workflow and forwarded to the Vice President of Human Resources for review.
- E. Applications will be released to the screening committee following submission of the preliminary interview questions and after all committee members have completed their required Equal Employment Opportunity training.

## VI. Screening Process

### A. Screening

1. Human Resources will screen for all required materials, which include the application form, the applicable degree transcripts, and the resume. The office will also prescreen the applications for all minimum qualifications, contingent upon funding and staffing. Human Resources will notify the chair via the online Hiring Workflow when the completed applications have been screened for minimum qualifications and are available for the committee to review.
2. Prior to the committee's screening of applications, the EEO or designee will analyze the composition of the applicant pool to evaluate whether a monitored group, as defined by the Chancellor's Office, is underrepresented per the EEO Plan.
3. If the EEO identifies problems with the applicant pool or the recruitment process that result in an adverse impact, the EEO will meet with the screening committee and the Vice President of Human Resources (or designee) and shall take effective steps to address them.

### B. Timelines for Review of Applications

1. Human Resources will normally forward applicant pools to the EEO or designee within 7 working days of the end of the advertising period.
2. The EEO will have 5 working days to review the diversity of the applicant pool and, if approved, Human Resources will release the applications to the screening committee. In the absence of the EEO, the Vice President of Human Resources (or designee) will make the determination.
3. All committee members must review the applications before the meeting to select the interviewees.
4. The committee will agree as to which candidates to interview and schedule interviews (according to the job announcement) in a timely manner not to exceed 1 month after the applications become available for review.
5. The chair or representative will contact the candidates to be interviewed. Inquiry shall be made to determine if the candidate requires accommodations related to a disability. If necessary, consultation regarding accommodation arrangements may be made with the ADA Compliance Officer. Examples of accommodations may include wheelchair access, American Sign Language interpreter, access technology or materials in an alternate print format.

### C. Evaluation of Candidates

1. Screening committee members must be present for all interviews to participate in the committee decision.
2. Committee members will document the screening/interview/evaluation process as specified by Human Resources.
3. Evaluation of the candidates may be based on:
  - a. knowledge of subject area
  - b. communication ability (written and verbal as applicable)
  - c. ability to stimulate interest in the discipline among community college students

- d. teaching ability
  - e. ability to work with students of widely diverse backgrounds and abilities
  - f. experience
  - g. ability and willingness to contribute to the college community (if specified in the job announcement)
4. The screening committee will select candidates to be sent to final interviews with the Superintendent/President. If fewer than 3 acceptable candidates are identified, justification must be provided by the search chair to the Superintendent/President. The screening committee, at its option, may rank the candidates.
  5. Screening committee members participating in final interviews with the Superintendent/President shall develop and send three interview questions to the President's Office no later than one week prior to final interviews for the Superintendent/President's consideration to be used as part of the final interview.
  6. The screening committee will determine how references of the top candidates will be checked. Reference checks will be done by the search chair prior to the final interview. The following information will be submitted to the Superintendent/President by noon the day before the final interview is scheduled:
    - a. Job announcement for the position.
    - b. List of questions asked during the initial interview process and any other written materials associated with that process.
    - c. Names of participants in first-round interviews and names of participants for the finals.
    - d. Entire applicant file for each applicant scheduled for interview.
    - e. EEO reports which provide a summary of the ethnic and gender diversity of the applicant pool, applicant pool identified for interview, and candidate pool selected for final.
    - f. EEO reports which provide a summary of current full-time faculty or staff, whichever is applicable to the vacant position in the area by gender and ethnicity.
    - g. Documentation that summarizes reference check feedback and any other relevant personnel information.
  7. Candidates interviewed for a full-time position but not hired may, at the discretion of the screening committee, be hired for an adjunct or full-time temporary faculty position based on the interview for the full-time position.

## **VII. Final Selection Process**

- A. Composition of Final Selection Committee
  1. President
  2. 1 or 2 vice presidents
  3. Dean or designee or director (whichever served on the screening committee) as determined by the screening committee
  4. 2 faculty members from the screening committee, selected by the screening committee
  5. 1 equal employment opportunity representative

B. Selection of Final Candidate(s)

1. During an open and collaborative assessment of each candidate, the screening committee's ranking of the candidates will be reviewed.
2. Following this assessment, each committee member will rank the candidates. In the event the Superintendent/President does not support the majority, further discussion will occur.
3. Following adequate discussion, the Superintendent/President will select the candidate(s) to recommend to the Board of Trustees.
4. In the event no selection is made, a meeting will be held between the Superintendent/President or designee and the screening committee to inform them of the results and to discuss the alternatives.

**VIII. Equal Employment Opportunity**

- A. The procedures detailed in this document include steps required for compliance with the District's Equal Employment Opportunity Plan.
- B. Responsibilities (not included above) of the EEO as they pertain to the faculty hiring procedures are:
  1. To serve as a resource regarding the duties and role of EERs and the screening committee members.
  2. To validate that each member of the screening committee has completed the specified in-service training in compliance with the District's Equal Employment Opportunity Plan.
  3. To validate that the EER has completed the specified training in compliance with the District's EEO Plan.
  4. To certify the applicant pool.
- C. The responsibilities (not included above) of the EER are:
  1. To monitor the process and record the Statement of Confidentiality and Conflict of Interest form and Conflict of Interesting Recording Sheet.
  2. To serve as a resource to the screening committee regarding appropriate methods of screening and interviewing.
  3. To advise the screening committee of inconsistencies or inappropriate screening or interviewing activities.
  4. To consult with the EEO regarding unresolved problems relating to potential violations.
- D. In the event the EEO determines that there is a violation of equal employment opportunity procedures in the screening or interview process:
  1. The EEO will meet with the search chair and appropriate VP and in writing notify the committee members of the violation and that the process will be temporarily stopped.
  2. Within 5 working days a meeting will be held to review the alleged violation.

3. The Superintendent/President or Vice President of Human Resources, with the recommendation of the EEO, will make the final determination regarding the continuation, revision, or termination of the process.
4. Justification for terminating or altering the process will be given to the committee members.

## **IX. Review and Revision**

- A. Any exceptions to the procedures stated in this document require mutual agreement among the AS, the Federation, and the administration.
- B. Resolution of a unique situation not covered by the procedures will require joint agreement among the AS, the Federation, and the administration.
- C. Review and revision will be done at the request of the AS, the Federation, or the administration.
- D. Revisions must be mutually agreed upon by all parties, until such agreement is reached, the current procedures will remain in effect.
- E. If any committee member feels that the process has been compromised, they should report the concern to either the Vice President of Human Resources or the Director of Title IX, Diversity, and Inclusion.
- F. The President of the AS, the President of the Federation, and/or the District, in consultation with the Superintendent/President, may temporarily suspend the hiring process. Immediately upon suspension of the process a joint committee of the AS, the Federation, and the administration will be formed to review any allegations and make a recommendation to the Superintendent/ President. The Superintendent/President, with the recommendation of the committee, will make the final determination regarding the continuation, revision, or termination of the process. Justification for terminating or altering the process will be given to the screening committee.

**APPENDIX M-2**  
**ADJUNCT FACULTY HIRING PROCEDURES**  
**May 2008**

NOTE: The Superintendent/President is responsible for the implementation of the hiring procedures as jointly agreed upon by the Academic Senate and the Board of Trustees in accordance with the Education Code, Section 87360.

**I. Definition of Terms**

- A. "VP" is Vice President.
- B. "VPAA" is Vice President of Academic Affairs.
- C. "Position(s)" refers to both new and replacement position(s).
- D. "AS" is the Academic Senate.
- E. "EEO" is Equal Employment Opportunity Officer.
- F. "EER" is Equal Employment Opportunity Representative.

**II. Position Identification Process**

- A. Full-time faculty within the discipline shall be given the opportunity to meet with the Dean and/or Associate Dean to discuss anticipated positions and desired numbers of sections of each course. During this discussion availability of overload assignments for full-time faculty will also be discussed. Based on this discussion a list of positions recommended for announcement will be forwarded to Human Resources for announcement.
- B. Sections not assigned to full-time or current part-time faculty are to be identified and to be announced for the semester in a timely manner.
- C. Disciplines which have a high demand for adjunct faculty will establish a candidate pool from which emergency hires can take place.

**III. Screening Committee**

- A. Selection of Committee  
The division dean or designee will be initially responsible for identifying the members of the screening committee in compliance with Section III-B.
- B. Composition
  - 1. Division dean or designee.
  - 2. Where there is a director with specific program responsibility over the position to be hired, the director will either be the dean's designee or a voting member of the committee.

3. Tenured faculty from the discipline shall determine the faculty representation on the screening committee. The screening committee shall have at least one faculty member from the discipline or from the division if not enough faculty are available from the discipline.
4. The division dean or designee will normally serve as the committee chair subject to the approval of the committee. The committee may select an alternate chair in consultation with the appropriate VP. The responsibilities of the chair include, but are not limited to, the following:
  - a. Follow procedures specifically outlined in the Federation contract and the Education Code, Section 87360 Hiring Procedures.
  - b. Forward to Human Resources the names of the committee members and the chair.
  - c. Work with committee members' schedules to call timely meetings and accommodate faculty teaching schedules where possible.
  - d. Review committee members' responsibilities, screening procedures, equal employment opportunity guidelines and conditions of privacy and confidentiality.
  - e. Arrange for training in screening procedures and equal employment opportunity for any committee member who has not received it recently.
  - f. Assure that the paper screening, preliminary interviews and final interview calendar are completed and forwarded to Human Resources in a timely manner.
  - g. Coordinate the committee's development of the interview questions and activities (if appropriate) and paper screening criteria, and forward the results to Human Resources.
  - h. Secure applicant packets from Human Resources in a timely manner.
  - i. Review Human Resources procedures enclosed with the applicant packets.
  - j. After candidates are selected for interviews, develop interview schedule and send follow-up confirmation letters.
  - k. Complete reference checks, coordinate with Human Resources to verify qualifications and salary placement, notify interviewees of final selection status and prepare appropriate documents for the final interview.
  - l. Upon completion of the interview process and agreement with the Superintendent/President on the selection of the candidate, the chair and/or dean will extend an offer to the selected candidate and apprise the committee and Human Resources of the outcome and reconvene the committee if necessary.
  - m. Notify interviewees not selected.
  - n. Return applicant packets with all completed forms and committee members' notes to Human Resources no later than 2 weeks after the final interviews are completed.
  - o. Appropriate clerical support will be provided to the designated chair by the division.
5. A Statement of Confidentiality and Conflict of Interest (Appendix A) will be read by either the chair or EER to the screening committee members whose names will be listed on back of the statement and placed as a record in the recruitment file. A presentation on screening and hiring practices will also be made to committee members. Screening and interviewing are confidential processes and all related actions are subject to laws and regulations of equal and fair employment. Committee members are required to maintain the highest degree of confidentiality and to remain unbiased throughout the process.

#### **IV. Job Announcement**

- A. Job announcements will:



1. be developed by the faculty of the discipline and the division dean or designee. A standardized form provided by Human Resources will meet all legal requirements.
2. include sufficient detail so as to clarify:
  - a. minimum qualifications
  - b. desirable qualifications
  - c. departmental needs
  - d. type of activity (if appropriate) required during the interview

## **V. Application Period**

- A. Announced positions will be actively advertised for a minimum of 20 days prior to the screening committee's selection of candidates to interview; however, the position may remain open until filled.
- B. A database of applicants will be maintained for 18 months, and applicants will be notified of part-time and other full-time openings in their respective disciplines.
- C. During the application period, the screening committee will:
  1. Discuss college hiring practices regarding non-discrimination, conflict of interest and confidentiality.
  2. Determine paper screening criteria. In addition to qualifications stated on the job announcement, paper screening criteria may include:
    - a. Training and/or work experience
    - b. Recency of training and/or work experience
    - c. Evidence of updating of skills
    - d. Teaching experience
    - e. Continued professional growth
  3. Identify tentative interview dates.
  4. Develop preliminary interview questions.
  5. Develop a description of the activity (if appropriate) to be requested of each interviewee. A teaching demonstration is required for all teaching positions.
- D. The questions and activities will be forwarded to the Vice President of Human Resources for review.
- E. Applications will be released to the screening committee following submission of the preliminary interview questions.

## **VI. Screening Process**

- A. Prescreening
  1. Every attempt will be made by the EEO and Human Resources to obtain a diverse applicant pool.
  2. Human Resources will screen for all required materials, which include the application form, the applicable degree transcripts and the resume. The office will also prescreen the applications for all minimum qualifications, contingent upon funding and staffing. Human Resources will notify the chair that the completed applications packets on individual applicants who meet the minimum qualifications are available for screening.
  3. EEO or designee will analyze the composition of the applicant pool to ensure that any failure to obtain projected representation for any monitored group is not due to discriminatory recruitment

procedures. If the EEO identifies problems with the recruitment process that result in an adverse impact, the EEO will meet with the screening committee and the Vice President of Human Resources and shall take effective steps to address them.

**B. Timelines for Review of Applications**

1. Human Resources will normally forward applicant pools to the EEO or designee within 7 working days of the end of the advertising period.
2. The EEO will have 5 working days to review the diversity of the applicant pool and, if approved, forward the applications to the screening committee. In the absence of the EEO, the Vice President of Human Resources will make the determination.
3. All committee members must review the applications before the meeting to select the interviewees.
4. The committee will agree as to which candidates to interview and schedule interviews (according to the job announcement) in a timely manner not to exceed 1 month after the applications become available for review.
5. The chair or representative will contact the candidates to be interviewed. Inquiry shall be made to determine if the candidate requires accommodations related to a disability. If necessary, consultation regarding accommodation arrangements may be made with the Special Resource Center. Examples of accommodations may include wheelchair access, American Sign Language interpreter, access technology or materials in an alternate print format.

**C. Evaluation of Candidates**

1. Screening committee members must be present for all interviews to participate in the committee decision.
2. Committee members will document the screening/interview/evaluation process as specified by Human Resources.
3. Evaluation of the candidates may be based on:
  - a. knowledge of subject area
  - b. communication ability (written and verbal as applicable)
  - c. ability to stimulate interest in the discipline among community college students
  - d. teaching ability
  - e. ability to work with students of widely diverse backgrounds and abilities
  - f. experience
  - g. ability and willingness to contribute to the college community

**D. Selection of Final Candidate(s)**

1. After an open and collaborative assessment of each candidate, the committee will select the candidate(s) to be recommended to the Board of Trustees by the Superintendent/President.
2. The dean or designee will check the references of the top candidates(s) prior to recommendation to the Board of Trustees.

**VII. Equal Employment Opportunity**

- A. The procedures detailed in this document include steps required for compliance with the District's Equal Employment Opportunity Plan.

- B. Responsibilities (not included above) of the EEO as they pertain to the faculty hiring procedures are:
  1. To serve as a resource regarding legal aspects to the EERs and the screening committees.
  2. To validate that each member of the screening committee has completed the specified in-service training in compliance with the District's Equal Employment Opportunity Plan.
  3. To review and validate the hiring process with the EER.
  4. To certify the applicant pool.
  
- C. The responsibilities (not included above) of the EER are:
  1. To monitor the process, record, and take notes.
  2. To serve as a resource to the screening committee regarding appropriate methods of screening and interviewing.
  3. To advise the screening committee of inconsistencies or inappropriate screening or interviewing activities.
  4. To consult with the EEO regarding unresolved problems relating to potential violations.
  
- D. In the event the EEO determines that there is a violation of equal employment opportunity procedures in the screening or interview process:
  1. The EEO will meet with the appropriate VP and in writing notify the committee members of the violation and that the process will be temporarily stopped.
  2. Within 5 working days a meeting will be held to review the alleged violation.
  3. The Superintendent/President, with the recommendation of the EEO, will make the final determination regarding the continuation, revision or termination of the process.
  4. Justification for terminating or altering the process will be given to the committee members.

### **VIII. Emergency Hires**

- A. When there is insufficient time for the ordinary hiring process, an emergency hire may be done according to procedures established by the faculty of the discipline in consultation with the dean.
  
- B. In the event of an emergency hire, regular adjunct faculty hiring procedures must be accomplished for the following semester.

### **IX. Review and Revision**

- A. Any exceptions to the procedures stated in this document require mutual agreement among the AS, the Federation and the administration.
  
- B. Resolution of a unique situation not covered by the procedures will require joint agreement among the AS, the Federation and the administration.
  
- C. Review and revision will be done at the request of the AS, the Federation or the administration.
  
- D. Revisions must be mutually agreed upon by all parties, until such agreement is reached, the current procedures will remain in effect.
  
- E. If any committee member feels that the process has been compromised, he/she should report the

concern to either the Vice President of Human Resources or the Director of Staff and Student Diversity.

- F. The President of the AS, the President of the Federation and/or the District, in consultation with the Superintendent/President, may temporarily suspend the hiring process. Immediately upon suspension of the process a joint committee of the AS, the Federation and the administration will be formed to review any allegations and make a recommendation to the Superintendent/President. The Superintendent/President, with the recommendation of the committee, will make the final determination regarding the continuation, revision or termination of the process. Justification for terminating or altering the process will be given to the screening committee.

**APPENDIX M-3**  
**FULL-TIME TEMPORARY FACULTY HIRING PROCEDURES**  
**May 2008**

NOTE: The Superintendent/President is responsible for the implementation of the hiring procedures as jointly agreed upon by the Academic Senate and the Board of Trustees in accordance with the Education Code, Section 87360.

**I. Definition of Terms**

- A. "VP" is Vice President.
- B. "VPAA" is Vice President of Academic Affairs.
- C. "Position(s)" refers to both new and replacement position(s).
- D. "AS" is the Academic Senate.
- E. "EEO" is Equal Employment Opportunity Officer.
- F. "EER" is Equal Employment Opportunity Representative.

**II. Position Identification Process**

- A. Full-time temporary positions are identified on the basis of a vacancy due to special circumstances.
- B. Upon consultation and agreement with the faculty of the discipline, the division dean will request approval from the appropriate VP for a full-time temporary faculty position.
- C. The VP will respond to the request within 6 working days. If the request is denied, the VP will provide written justification to the dean and faculty.
- D. If the VP approves the position, the full-time faculty of the discipline in consultation with the dean can select a candidate from within the current adjunct faculty.

**III. Screening Committee**

- A. Selection  
The division dean or designee will be initially responsible for identifying the members of the screening committee in compliance with Section III-B.
- B. Composition
  - 1. Division dean or designee.
  - 2. Where there is a director with specific program responsibility over the position to be hired, the director will either be the dean's designee or a voting member of the committee.
  - 3. Three (3) or more full-time faculty members from the discipline, one of whom must be tenured. If not enough full-time faculty from the discipline are available the dean and Division Council may recruit additional committee members. Such recruits may come from the division full-time

faculty, retired faculty, adjunct faculty or a neighboring college. At least two committee members should be or have been instructors in the discipline. These committee members shall be approved by a majority of the full-time faculty in the discipline.

4. One (1) full-time faculty member from outside the division approved by the committee and the division dean is recommended.
5. One (1) full-time faculty member from the Compton Education Center is recommended.
6. At the discretion of the faculty in the discipline, non-faculty may be appointed with voting or non-voting status.
7. One (1) non-voting EER appointed by the EEO in consultation with committee members and the division dean. Every attempt will be made to have a faculty EER serve on every faculty screening committee. However, in the event no faculty member is available, either a representative from management or classified staff will be appointed.
8. The division dean or designee will normally serve as the committee chair subject to the approval of the committee. The committee may select an alternate chair in consultation with the appropriate VP. The responsibilities of the chair include, but are not limited to, the following:
  - a. Follow procedures specifically outlined in the Federation contract and the Education Code, Section 87360 Hiring Procedures.
  - b. Forward to Human Resources the names of the committee members and the chair.
  - c. Work with committee members' schedules to call timely meetings and accommodate faculty teaching schedules where possible.
  - d. Review committee members' responsibilities, screening procedures, equal employment opportunity guidelines and conditions of privacy and confidentiality.
  - e. Arrange for training in screening procedures and equal employment opportunity for any committee member who has not received it recently.
  - f. Assure that the paper screening, preliminary interviews and final interview calendar are completed and forwarded to Human Resources in a timely manner.
  - g. Coordinate the committee's development of the interview questions and activities (if appropriate) and paper screening criteria and forward the results to Human Resources.
  - h. Secure applicant packets from Human Resources in a timely manner.
  - i. Review Human Resources procedures enclosed with the applicant packets.
  - j. After candidates are selected for interviews, develop interview schedule and send follow-up confirmation letters.
  - k. Complete reference checks, coordinate with Human Resources to verify qualifications and salary placement, notify interviewees of final selection status and prepare appropriate documents for the final interview.
  - l. Upon completion of the interview process and agreement with the Superintendent/President on the selection of the candidate, the chair and/or dean will extend an offer to the selected candidate and apprise the committee and Human Resources of the outcome and reconvene the committee if necessary.
  - m. Notify interviewees not selected.
  - n. Return applicant packets with all completed forms and committee members' notes to Human Resources no later than 2 weeks after the final interviews are completed.
  - o. Appropriate clerical support will be provided to the designated chair by the division.
9. A Statement of Confidentiality and Conflict of Interest (Appendix A) will be read by either the chair or EER to the screening committee members whose names will be listed on back of the statement and placed as a record in the recruitment file. A presentation on screening and hiring

practices will also be made to committee members. Screening and interviewing are confidential processes and all related actions are subject to laws and regulations of equal and fair employment. Committee members are required to maintain the highest degree of confidentiality and to remain unbiased throughout the process.

#### **IV. Job Announcement**

- A. Job announcements will:
  - 1. be developed by the faculty of the discipline and the division dean or designee. A standardized form provided by Human Resources will meet all legal requirements.
  - 2. include sufficient detail so as to clarify:
    - a. minimum qualifications
    - b. desirable qualifications
    - c. departmental needs
    - d. type of activity (if appropriate) required during the interview
    - e. tentative interview week(s), if possible
    - f. the interview expenses the college may pay
  - 3. be released within 20 working days after positions are approved by the VP.

#### **V. Application Period**

- A. Announced positions will be actively advertised for a minimum of 40 days prior to the screening committee's selection of candidates to interview; however, the position may remain open until filled.
- B. A database of applicants will be maintained for 18 months, and applicants will be notified of part-time and other full-time openings in their respective disciplines.
- C. During the application period, the screening committee will:
  - 1. Discuss college hiring practices regarding non-discrimination, conflict of interest, and confidentiality.
  - 2. Determine paper screening criteria. In addition to qualifications stated on the job announcement, paper screening criteria may include:
    - a. Training and/or work experience
    - b. Recency of training and/or work experience
    - c. Evidence of updating of skills
    - d. Teaching experience
    - e. Continued professional growth
  - 3. Identify tentative interview dates.
  - 4. Develop preliminary interview questions.
  - 5. Develop a description of the activity (if appropriate) to be requested of each interviewee. A teaching demonstration is required for all teaching positions.
- D. The questions and activities will be forwarded to the Vice President of Human Resources for review.
- E. Applications will be released to the screening committee following submission of the preliminary interview questions.

## VI. Screening Process

### A. Prescreening

1. Every attempt will be made by the EEO and Human Resources to obtain a diverse applicant pool.
2. Human Resources will screen for all required materials, which include the application form, the applicable degree transcripts, and the resume. The office will also prescreen the applications for all minimum qualifications, contingent upon funding and staffing. Human Resources will notify the chair that the completed applications packets on individual applicants who meet the minimum qualifications are available for screening.
3. EEO or designee will analyze the composition of the applicant pool to ensure that any failure to obtain projected representation for any monitored group is not due to discriminatory recruitment procedures. If the EEO identifies problems with the recruitment process that result in an adverse impact, the EEO will meet with the screening committee and the Vice President of Human Resources and shall take effective steps to address them.

### B. Timelines for Review of Applications

1. Human Resources will normally forward applicant pools to the EEO or designee within 7 working days of the end of the advertising period.
2. The EEO will have 5 working days to review the diversity of the applicant pool and, if approved, forward the applications to the screening committee. In the absence of the EEO, the Vice President of Human Resources will make the determination.
3. All committee members must review the applications before the meeting to select the interviewees.
4. The committee will agree as to which candidates to interview and schedule interviews (according to the job announcement) in a timely manner not to exceed 1 month after the applications become available for review.
5. The chair or representative will contact the candidates to be interviewed. Inquiry shall be made to determine if the candidate requires accommodations related to a disability. If necessary, consultation regarding accommodation arrangements may be made with the Special Resource Center. Examples of accommodations may include wheelchair access, American Sign Language interpreter, access technology or materials in an alternate print format.

### C. Evaluation of Candidates

1. Screening committee members must be present for all interviews to participate in the committee decision.
2. Committee members will document the screening/interview/evaluation process as specified by Human Resources.
3. Evaluation of the candidates may be based on:
  - a. knowledge of subject area
  - b. communication ability (written and verbal as applicable)
  - c. ability to stimulate interest in the discipline among community college students
  - d. teaching ability
  - e. ability to work with students of widely diverse backgrounds and abilities
  - f. experience
  - g. ability and willingness to contribute to the college community



4. The screening committee will select candidates to be sent to the final selection committee. If fewer than 3 acceptable candidates are identified, justification must be provided by the screening committee. The screening committee, at its option, may rank the candidates.
5. The screening committee will determine how references of the top candidates will be checked and the reference checks will be done prior to the final interview. The following information will be submitted to the Superintendent/President by noon the day before the final interview is scheduled:
  - a Job specification for the position.
  - b List of questions asked during the initial interview process and any other written materials associated with that process.
  - c Names of participants in pre-screening interview and names of participants for the finals.
  - d Entire applicant file for each applicant scheduled for interview.
  - e Written summary of the ethnic and gender diversity of the applicant pool, applicant pool identified for interview, and candidate pool selected for final.
  - f Summary of current full-time faculty or staff, whichever is applicable to the vacant position in the area by gender and ethnicity.
  - g Documentation that summarizes reference check feedback and any other relevant personnel information.
6. Candidates interviewed for a full-time position but not hired may, at the discretion of the screening committee, be hired for an adjunct or full-time temporary faculty position based on the interview for the full-time position.

## **VII. Final Selection Process**

At the discretion of the Superintendent/President, a final selection process may occur.

- A. Composition of Final Selection Committee
  1. President
  2. 1 or 2 vice presidents
  3. Dean or designee or director (whichever served on the screening committee) as determined by the screening committee
  4. 2 faculty members from the screening committee, selected by the screening committee
  5. 1 equal employment opportunity representative
- B. Selection of Final Candidate(s)
  1. During an open and collaborative assessment of each candidate, the screening committee's ranking of the candidates will be reviewed.
  2. Following this assessment, each committee member will rank the candidates. In the event the Superintendent/President does not support the majority, further discussion will occur.
  3. Following adequate discussion, the Superintendent/President will select the candidate(s) to recommend to the Board of Trustees.
  4. In the event no selection is made, a meeting will be held between the Superintendent/President or designee and the screening committee to inform them of the results and to discuss the alternatives.

## **VIII. Equal Employment Opportunity**

- A. The procedures detailed in this document include steps required for compliance with the District's Equal Employment Opportunity Plan.

- B. Responsibilities (not included above) of the EEO as they pertain to the faculty hiring procedures are:
  - 1. To serve as a resource regarding legal aspects to the EERs and the screening committees.
  - 2. To validate that each member of the screening committee has completed the specified in-service training in compliance with the District's Equal Employment Opportunity Plan.
  - 3. To review and validate the hiring process with the EER.
  - 4. To certify the applicant pool.
  
- C. The responsibilities (not included above) of the EER are:
  - 1. To monitor the process, record, and take notes.
  - 2. To serve as a resource to the screening committee regarding appropriate methods of screening and interviewing.
  - 3. To advise the screening committee of inconsistencies or inappropriate screening or interviewing activities.
  - 4. To consult with the EEO regarding unresolved problems relating to potential violations.
  
- D. In the event the EEO determines that there is a violation of equal employment opportunity procedures in the screening or interview process:
  - 1. The EEO will meet with the appropriate VP and in writing notify the committee members of the violation and that the process will be temporarily stopped.
  - 2. Within 5 working days a meeting will be held to review the alleged violation.
  - 3. The Superintendent/President, with the recommendation of the EEO, will make the final determination regarding the continuation, revision, or termination of the process.
  - 4. Justification for terminating or altering the process will be given to the committee members.

## **IX. Review and Revision**

- A. Any exceptions to the procedures stated in this document require mutual agreement among the AS, the Federation, and the administration.
  
- B. Resolution of a unique situation not covered by the procedures will require joint agreement among the AS, the Federation, and the administration.
  
- C. Review and revision will be done at the request of the AS, the Federation, or the administration.
  
- D. Revisions must be mutually agreed upon by all parties, until such agreement is reached, the current procedures will remain in effect.
  
- E. If any committee member feels that the process has been compromised, he/she should report the concern to either the Vice President of Human Resources or the Director of Staff and Student Diversity.
  
- F. The President of the AS, the President of the Federation, and/or the District, in consultation with the Superintendent/President, may temporarily suspend the hiring process. Immediately upon suspension of the process a joint committee of the AS, the Federation, and the administration will be formed to review any allegations and make a recommendation to the Superintendent/ President. The Superintendent/President, with the recommendation of the committee, will make the final

determination regarding the continuation, revision, or termination of the process. Justification for terminating or altering the process will be given to the screening committee.

**APPENDIX N**

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## **APPENDIX O**

### **EXTENSIVE LABORATORY EVALUATION PROCEDURES**

An extensive laboratory is a course in which laboratory components require extensive work before, after, and during the lab, and are equivalent to workload efforts in a lecture course. Typically, the teaching of concepts is a primary function of such classes. Laboratory classes are established as “extensive” through the application process outlined below. An extensive laboratory hour is calculated at 100% of a lecture hour.

#### 1. Procedure for Initial Classification as “Extensive Laboratories”

- (a) A faculty member provides the Lab/Lecture Parity Committee (LPC) with a proposal packet that includes:
  - (i) Application (below)
  - (ii) Course Outline of Record
  - (iii) Representative Syllabi
  - (i) Workbooks or photocopies of relevant parts of workbooks, or worksheets, if applicable
  - (ii) Brief statements describing features of the lab that qualify it as “extensive” but may not be apparent from other materials, if applicable
  - (iii) Charts or graphs, if applicable
  - (iv) Other materials that may help establish the laboratory as “extensive”
- (b) The LPC meets to discuss the proposal and proposal materials. Faculty who submitted the proposal may be present during the meeting to make arguments.
- (c) For each submitted course, each member of the LPC evaluates which criteria on the checklist below are satisfied by the course (see “Lab/Lecture Parity Committee Checklist”). The LPC then endeavors to determine by consensus which criteria are satisfied by the course. If consensus cannot be reached on a particular criterion, a majority vote shall prevail on that criterion. Tie votes will result in that particular criterion being denoted as “checked”/satisfied.
- (d) The LPC grants or denies the proposal. The LPC provides the applicant with written notification of the application outcome. If the proposal is rejected, the LPC shall provide a rationale. If the LPC identifies that two-thirds of the checklist criteria are met through process (c), the LPC shall not deny the proposal.
- (e) By December 1, proposals that are recommended by the LPC are forwarded to the Vice President of Academic Affairs for final review and approval. The Vice President of Academic Affairs will notify the Federation and the District of decisions by January 5.

2. The classification of an extensive laboratory shall remain in effect indefinitely provided there are no substantive changes to the course outline of record. In the event of substantive changes, extensive laboratory status may be reconsidered according to the following process:
  - (a) The Division Curriculum Committee (DCC) tasked with reviewing the outline shall refer to the checklist below to evaluate whether the revisions may affect the course's extensive laboratory status.
  - (b) If the DCC feels the course's extensive laboratory status may have changed, the DCC will refer the course to the LPC for reevaluation.
  - (c) The LPC will use the procedures described above with new course materials to either maintain or remove extensive laboratory status.

**El Camino College**  
Lab/Lecture Parity Application  
Faculty Checklist

The Lab/Lecture Parity Committee will use the following criteria to determine if a laboratory is extensive as defined by the procedures of Article 8.6. Suggested supporting materials including course outline of record, SLOs, representative syllabi, workbooks, written statements, charts or graphs, etc. Please attach these documents—indicating to which categories each apply—to this application and submit to the LPC. Note: every category should be addressed to achieve parity. Faculty may assign “N/A” in up to three of the criteria below.

**Course Development**

1. Development of curriculum specific to the lab (e.g. developing experiments, modifying experiments, developing assessment methods, selecting, writing, or updating lab manuals, etc.)

**Pre-laboratory Activity**

2. Evidence of repeated and/or ongoing laboratory activities which require preparation on the part of the instructor before the laboratory activity.
3. The laboratory requires student preparation including lecture material, reading texts or additional handouts prior to and after each laboratory session (e.g. reading procedures or associated materials, pre-labs, maintaining a lab notebook, submitting graded assignments which require work outside of class, etc.).
4. Supervision of equipment maintenance, demonstrations, laboratory setup, including acquisition of lab materials and supplies, or fieldtrip logistics, or preparation to ensure a safe environment conducive to learning.

**During Laboratory**

5. Instructor is engaged with students performing lab activities (e.g. asking and answering student questions, assisting in locating and setting up materials, etc.).
6. Specialized training is required to ensure safety of the students or other individuals involved in the instruction and/or instructor is legally responsible for individuals not affiliated with the District (e.g. chemistry safety training, first aid, responsibility of nurses for patients, safe training in firearms, etc.).
7. Instructor is responsible for active delivery of content (e.g. lecturing on important concepts related to lab, demonstrating appropriate techniques, etc.).
8. Instructor assesses student work during the laboratory (e.g. checking student results, assessing technique, etc.).

**Post-Laboratory Activity**

9. Instructor is responsible for evaluation of material (e.g. lab exercises, exams, practicals, notebooks, portfolios, etc.) used in determining the grade of students.

**Other Criteria (Describe)**

**El Camino College**  
Lab/Lecture Parity Committee Member Checklist

Course Name & Number: \_\_\_\_\_

Committee Member: \_\_\_\_\_ Date: \_\_\_\_\_

The following criteria shall be used to determine whether a lab shall be considered extensive. Check the box for each criteria met by the proposal, indicating that the criterion is met. A proposal shall be approved when the committee assigns a “yes” to two-thirds of the criteria below.

**Course Development**

1. Development of curriculum specific to the lab (e.g. developing experiments, modifying experiments, developing assessment methods, selecting, writing, or updating lab manuals, etc.)

**Pre-laboratory Activity**

2. Evidence of repeated and/or ongoing laboratory activities which require preparation on the part of the instructor before the laboratory activity.
3. The laboratory requires student preparation requiring texts, lecture material, or additional handouts prior to and after each laboratory session (i.e. reading procedures or associated materials, pre-labs, maintaining a lab notebook, submitting graded assignments which require work outside of class, etc.).
4. Supervision of equipment maintenance, demonstrations, laboratory setup, including acquisition of lab materials and supplies, or fieldtrip logistics, or preparation to ensure a safe environment conducive to learning.

**During Laboratory**

5. Instructor is engaged with students performing lab activities (e.g. asking and answering student questions, assisting in locating and setting up materials, etc.)
6. Specialized training is required to ensure safety of the students or other individuals involved in the instruction and/or instructor is legally responsible for individuals not affiliated with the District (e.g. chemistry safety training, first aid, responsibility of nurses for patients, safe training in firearms, etc.).
7. Instructor is responsible for active delivery of content (e.g. lecturing on important concepts related to lab, demonstrating appropriate techniques, etc.).
8. Instructor assesses student work during the laboratory (checking student results, assessing technique, etc.).

**Post-Laboratory Activity**

9. Instructor is responsible for evaluation of material (lab exercises, exams, practicals, notebooks, portfolios, etc.) used in determining the grade of students.

**Other Criteria (Describe)**

**Overall Recommendation:**       **Approve**                       **Deny (attach reasoning)**