

between

# CITRUS COLLEGE FACULTY ASSOCIATION/COMMUNITY COLLEGE ASSOCIATION/CALIFORNIA TEACHERS ASSOCIATION/NATIONAL EDUCATION ASSOCIATION (CCFA/CCA/CTA/NEA)

and

# CITRUS COMMUNITY COLLEGE DISTRICT

January 1, 2021 through December 31, 2023

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# **ARTICLE 1 – AGREEMENT**

- 1.1 This Agreement is made and entered into by and between the Board of Trustees of the CITRUS COMMUNITY COLLEGE DISTRICT, whose address is 1000 West Foothill Boulevard, Glendora, California 91741-1899 (hereinafter designated as the "District" or "Board") and the CITRUS COLLEGE FACULTY ASSOCIATION (hereinafter referred to as the "Association"), an employee organization. The Association is a chapter of the California Teachers Association.
- 1.2 This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549.3 of the Government Code.
- 1.3 The Bargaining Unit and the District agree to mutually review the correct titles and document names where appropriate.

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## **ARTICLE 2 – RECOGNITION**

- 2.1 The Citrus Community College District hereby confirms its recognition of the Citrus College Faculty Association, which is a local chapter of the California Teachers Association and is affiliated with the National Education Association, as the exclusive representative for the following academic unit.
  - 2.1.1 Included: All probationary, contract, and regular classroom teachers, counselors, librarians, and nurses (hereinafter referred to as "Faculty" or "Unit Members").
  - 2.1.2 Excluded: All management personnel as defined in Government Code 3540.1.
  - 2.1.3 Others also excluded: All casual/limited term or temporary personnel including but not limited to substitutes of any description.
  - 2.1.4 Part-time hourly personnel.
    - 2.1.4.1 Other personnel whose primary employment is not with the District, or who have no reasonable expectation of continuous, regular employment with the District.
  - 2.1.5 District designated confidential personnel, such as secretary to the Superintendent/President.
  - 2.1.6 All classified and other non-academic personnel.
- 2.2 The Association and the District agree that this represents the appropriate unit and that they will not seek by any means other than those specified below to amend or change in any way the unit described herein during the period of time this agreement is in effect. The Association and the District shall have the right to seek unit clarification by PERB proceedings on any new titles not specified in the above unit description. Nothing agreed to herein will prevent adjustments to the unit to be made upon mutual agreement of the District and the Association.
- 2.3 Disputes concerning this Article are not subject to the grievance provision of Article 12.

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# **ARTICLE 3 – ASSOCIATION RIGHTS**

- 3.1 Access
  - 3.1.1 Authorized Association representatives shall, in accordance with the conditions noted herein, have the right of reasonable access to District facilities for the purpose of contacting Unit Members and transacting lawful Association business.
  - 3.1.2 In no event shall Association business interrupt or interfere in any way with classroom teaching hours or other official college-assigned responsibilities unless approved by the District.
- 3.2 Distribution and Posting of Materials
  - 3.2.1 The Association may distribute organizational literature on District property, provided it does not interfere with District business. No person shall distribute literature on District property in a place or manner which distracts Unit Members who are performing their assigned duties. Literature may be distributed, or left for pickup in coffee rooms, Faculty rooms, and in other appropriate site locations as designated by the Superintendent/President or the Superintendent/President's designee.
  - 3.2.2 The Association shall have the right to post notices of Association concern on bulletin boards, at least one of which shall be provided by the District in each work location in an area frequented by Unit Members.
- 3.3 Use of Campus Communication Resources
  - 3.3.1 The Association shall have reasonable use of the District mailboxes, telephone voice mail, and email to distribute organizational material. The Superintendent/President shall be included in the distribution list for all materials for Faculty-wide distribution through the school's voice mail and email.
- 3.4 Name and Assignments
  - 3.4.1 By the fourth Monday of each semester, the District shall furnish the Association, without charge, to the extent available to the District, a list of the names and assignments of all Unit Members to include:
    - (1) Full name (including first, middle, last)
    - (2) Employee ID
    - (3) Home address
    - (4) Phone numbers work, home and cellular
    - (5) Personal (non-District) email addresses
    - (6) Office location
    - (7) Assignment (department)
    - (8) Current assignment (total Units/LHE)
    - (9) Date of hire
    - (10) Salary placement
    - (11) Indication of any Unit Member on leave of absence for a semester or longer.
- 3.5 Representation Rights
  - 3.5.1 The Association has the right to represent Unit Members in their employment relations with the District. Upon request of a Unit Member, the Association shall be entitled to represent such person in matters involving contemplated discipline or discharge of the Unit Member, or processing of an alleged grievance or dispute, and to accompany such person to review the Unit Member's personnel file.
- 3.6 Reassigned Time
  - 3.6.1 The Association shall be granted reassigned time of 1.60 FTEF (160%) annually. Additional reassigned time may be granted for a particular year as agreed to by the District

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and the Association through a memorandum of understanding. This reassigned time may be banked and used within a three-year period and distributed at the discretion of the Association. The request to use the reassigned time must be submitted to the appropriate vice president and the Director of Human Resources and approved by the appropriate vice president prior to finalizing the schedule for the next semester.

3.6.2 The Citrus College Academic Senate shall receive 1.20 FTEF (120%) reassigned time annually to be distributed at the discretion of the Senate. The 1.20 FTEF includes the reassigned time for the Curriculum Committee Chair. The request to use the reassigned time must be submitted to the appropriate vice president and the Director of Human Resources and approved by the appropriate vice president prior to finalizing the schedule for the next semester.

### 3.7 Access Rights

- 3.7.1 The Association shall have access, upon request and at reasonable times and in a reasonable manner, to all district, county, state and federal reports that the District completes for, or receives from, the aforementioned governmental levels, and that are public record. The Association shall be responsible for reproducing copies of same at the Association's expense.
- 3.8 Dues Deductions
  - 3.8.1 Upon notification from the Faculty Association of a Unit Member's authorization to deduct membership fees, effective with the next pay cycle, the District shall deduct from a Unit Member's wages an amount based on the Association's dues schedule.
  - 3.8.2 On a monthly basis, the District shall draw its order upon the funds of the District in favor of the Association for an amount equal to the total of the dues deductions and shall furnish to the Association a list of all Unit Members affected together with the amount deducted for each.
  - 3.8.3 The Association agrees to reimburse the District, its officers, and agents for any award or compromise of damages or liability arising out of any court or administrative action challenging the legality of the dues deduction provisions of this agreement or the implementation thereof, provided the District, or other party claiming reimbursement, has complied with the terms of this Article and has promptly notified the Association of its awareness of such an action.

The Association shall have the exclusive right to decide and determine whether any such action or proceeding shall or shall not be compromised, resisted, defended, tried, or appealed. Prior to making such a decision, the Association shall confer with a designated representative from the District in an effort to reach mutual agreement as to whether the action or proceeding shall or shall not be compromised, resisted, defended, tried, or appealed.

3.9 The District recognizes its obligation to negotiate any decision to implement a parking fee for Unit Members.

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## **ARTICLE 4 – BOARD'S RIGHTS**

- 4.1 It is understood and agreed that the Board of Trustees retains all rights, powers, privileges, functions and authority to direct, manage and control the operations of the District to the full extent authorized by law, except as limited by the terms of this agreement and the Educational Employment Relations Act, California Government Code Sections 3540 et seq. and described in the California Public Employee Relations (CPER) publication "Pocket Guide to the Educational Employment Relations Act," March 2006 (Seventh Edition) published by the California Public Employee Relations, University of California, Berkeley, as may be subsequently revised.
- 4.2 It is understood that all Board Policies, which fall within the scope of negotiations will not be adopted or revised without a negotiated agreement between the Board and the Association.
- 4.3 The parties agree that during the term of this Agreement the Board shall not change any Board Policy or Administrative Procedure which is related to wages, hours of employment or other terms and conditions of employment, unless agreed to by both the Board and the Association. "Terms and conditions of employment" mean health and welfare benefits as defined by Section 53200 of the Government Code, leave, transfer and reassignment policies, safety conditions of employment, class size, procedures to be used for the evaluation of employees, organizational security pursuant to Section 3546, procedures for processing grievances pursuant to Section 3548.5, 3548.6 and 3548.8, and the layoff of probationary academic school district employees, pursuant to Section 44959.5 of the Education Code.
- 4.4 The Board agrees not to initiate any new policy which would relate to wages, hours of employment or other terms and conditions of employment without prior agreement from the Association. The Board also agrees that it will not change any Board Policy which does not currently relate to wages, hours of employment or other terms and conditions of employment so as to come under the jurisdiction of this article.
- 4.5 Misapplication or failure to carry out Board Policy covered by this article is subject to the Grievance Procedure in Article 12 of this Agreement.
- 4.6 In the event that there is a conflict between Board Policy and the Agreement, then the Agreement language shall take precedent.

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#### **ARTICLE 5 – FACULTY ASSIGNMENT**

#### 5.1 Classroom Faculty

- 5.1.1 Work Year
  - 5.1.1.1 The general work year is based on the compressed calendar consisting of 16 weeks of instruction for each Fall and Spring semester. Convocation Day (Fall), Flex Day (Spring), and Commencement are required days of assignment.
- 5.1.2 The work year for all Unit Members for the regular school year shall be 175 days. Subject to approval by the Superintendent/President or his/her designee, the work year for all Unit Members who are under contract other than the regular school year of 175 days shall be as follows:
  - (1) 10-1/2-month employees shall be responsible for an additional 10 working days
  - (2) 11-month employees shall work an additional 20 days, which shall be approved by the Superintendent/President or his/her designee
  - (3) 11-1/2-month employees shall work an additional 30 days
  - (4) 12-month employees shall work an additional 40 days.

#### 5.2 Full-time Faculty Coordinators and Librarians

5.2.1 The work year for full-time faculty coordinators and librarians shall be as follows:

Academic Lab Coordinators	175 days
College Nurses	
Librarians	195 days

#### 5.3 Weekly Hours of Assignment

- 5.3.1 Unit Members' workload elements are built upon an assumed 40-hour workweek in a 17.5week semester. A Unit Member's workweek is comprised of: 1) assigned load, 2) office hours, and, 3) additional time as set forth below.
- 5.3.2 For classroom faculty, the workweek shall consist of 30 assigned hours, which include course preparations, lectures, laboratory activities involving student contact, and student assessment required of Unit Members to create the instructional experience.
- 5.3.3 A Unit Member shall be assigned to teach a class on Saturdays or Sundays only by mutual agreement between the Unit Member and the District.
- 5.3.4 A Unit Member's request to participate in shared governance or other committee activities shall have priority in assignment of classes scheduled during college hour.

#### 5.4 Librarians/College Nurses/Lab Supervisors

5.4.1 For librarians, college nurses, and lab supervisors the workweek shall consist of 30 assigned hours, which include professional service, teaching, preparation, department planning activities, and other assigned activities.

#### 5.5 Office Hours

- 5.5.1 Classroom Faculty
  - 5.5.1.1 Each classroom faculty member shall have five (5) student/teacher conference hours per week. A Unit Member who has less than a full-time teaching load shall have a pro-rata number of student/teacher conference hours.
  - 5.5.1.2 Unit Members teaching online education courses may schedule one (1) virtual office hour per week for each online education course taught. These office hours shall be in lieu of in-person office hours and will reduce the number of in-person office hours required accordingly. Virtual office hours may be conducted either

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on or off campus. As with all office hours, the days/times, and locations shall be published, and will be offered in such a way as to afford students access to instructors that is predictable.

- 5.5.2 All Faculty Unit Members
  - 5.5.2.1 Unit Members with reassigned time may reduce student/teacher conference hours proportionally.
- 5.5.3 Non-Instructional Faculty
  - 5.5.3.1 Non-instructional Unit Members who teach classes as part of the basic workload will schedule one (1) office hour per three (3) hours of classroom instruction. These office hours will be scheduled as part of the 10 non-assigned hours described below in Section 5.5.4.1.
- 5.5.4 All Faculty Unit Members
  - 5.5.4.1 In addition to the weekly hours, all Faculty weekly assignments shall include 10 hours to include scheduled department meetings, required student teacher conference hours, shared governance activities/committees, student follow-up, community involvement, and other professional and academic activities.
- 5.6 Faculty Load (Required Assignment)
  - 5.6.1 Lecture Hour Equivalent (LHE)
    - 5.6.1.1 A Unit Member's load is based on the Lecture Hour Equivalent (LHE). The "annual load" for Unit Members is 30 LHE; usually 15 LHE in each semester (Fall and Spring) of a school year. These standards reflect the amount of preparation, evaluation, and student contact required to deliver the course curriculum. Class hours shall be determined by that which is recorded in the course outline of record.
  - 5.6.2 Full Lecture-Hour Equivalent (1.0 LHE) Assignments
    - 5.6.2.1 One (1) LHE is eighteen (18) class hours during which the Unit Member is primarily engaged in lecture, demonstration, problem solving, or similar type of activity. A minimum of one (1) hour of substantial preparation and/or student assessment is needed per class hour.
  - 5.6.3 Eighty-Five One-Hundredths Lecture-Hour Equivalent (0.85 LHE) Assignments
    - 5.6.3.1 Eighteen (18) class hours of science laboratory during which students are primarily self-directed but the Unit Member provides some lecture, demonstration, and/or small group or individual instruction and for which the Unit Member has a minimum of 45 minutes of preparation and/or substantial outside assessment of student (written) work per class hour is designated as 0.85 LHE.
    - 5.6.3.2 Eighteen (18) class hours of journalism production, theatrical or music performance, or forensics laboratory during which students are engaged in rehearsal or performance but the Unit Member provides some lecture, demonstration, and/or small group or individual instruction and for which the Unit Member has a substantial amount of outside student contact per class hour is designated as 0.85 LHE.
    - 5.6.3.3 Eighteen (18) class hours of laboratory during which students are primarily selfdirected but the Unit Member provides some lecture, demonstration and/or small group or individual instruction and for which competency-based skills assessments are conducted and the Unit Member has a minimum of forty-five minutes of outside preparation and/or assessment of student (written) work per class hour is designated as 0.85 LHE.

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- 5.6.4 Three-Quarter Lecture-Hour Equivalent (0.75 LHE) Assignments
  - 5.6.4.1 Eighteen (18) class hours of technical or academic skill laboratory during which students are primarily self-directed but the Unit Member provides some lecture, demonstration and/or small group or individual instruction and for which the Unit Member has a minimum of 30 minutes of outside preparation and/or assessment of student (written) work per class hour is designated as 0.75 LHE.
  - 5.6.4.2 Eighteen (18) class hours of theatrical or music development laboratory during which students are primarily self-directed but the Unit Member provides some lecture, demonstration and/or small group or individual instruction and for which the Unit Member has a minimum of 30 minutes of outside preparation, assessment of student work, or additional student contact per class hour is designated as 0.75 LHE.
  - 5.6.4.3 Eighteen (18) class hours of adaptive physical education or varsity sports laboratory during which students are primarily self-directed but the Unit Member provides some lecture, demonstration and/or small group or individual instruction and for which the Unit Member has a minimum of 30 minutes of outside preparation, assessment of student work, or additional student contact per class hour is designated as 0.75 LHE.
- 5.6.5 Two-Thirds Lecture-Hour Equivalent (0.667 LHE) Assignments
  - 5.6.5.1 Effective with the fall 2023 semester, all laboratory classes designated as .667 LHE will be designated as .75 LHE.
- 5.6.6 One-Half Lecture-Hour Equivalent (0.5 LHE) Assignments
  - 5.6.6.1 Eighteen (18) class hours during which students are self-directed with the Unit Member acting as a supervisor and attending to all questions from students and does not require preparation or outside assessment by the Unit Member is designated as 0.50 LHE.
- 5.6.7 Faculty Head Coach Reassigned Time
  - 5.6.7.1 A Unit Member with a head coach assignment shall receive 2.0 LHE reassigned time during the semester the sport is in season and an additional 2.5 LHE of reassigned time during the sport's off-season. The total amount of reassigned time shall be 4.5 LHE for the academic year.
  - 5.6.7.2 Assistant athletic directors shall receive 7.5 LHE reassigned time per semester (Fall/Spring).
  - 5.6.7.3 Unit Members serving in assistant athletic director positions shall be compensated based on an 11-month contract during the period of that assigned position.
- 5.6.8 Assignment of Classes and Hours
  - 5.6.8.1 A Unit Member's load shall consist of classes and/or hours to meet the required 15 LHE requirement per each Fall and Spring semester. This is referred to as the Unit Member's "required load". In addition to a Unit Member's required load, Faculty may be assigned overload classes/hours.
  - 5.6.8.2 A Unit Member may be assigned more than 15 LHE in a semester if necessary to complete required load.

5.6.9 Assignment of Classes

5.6.9.1 The following steps will be utilized each semester (Fall/Spring) to determine a faculty member's teaching assignment.

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- 5.6.9.2 Unit Members will be assigned classes to fulfill their required load.
- 5.6.9.3 Unit Members will be offered remaining classes for overload.
- 5.6.9.4 Unit Members from other departments meeting minimum qualifications will receive consideration prior to adjunct faculty members.
- 5.6.9.5 Adjunct faculty will be offered remaining classes.
- 5.6.9.6 Classes that become available subsequent to assignment shall be offered first to Unit Members and then to adjunct faculty.
- 5.6.9.7 Changes to an assignment will be made only by mutual agreement of the Unit Member and the dean.
- 5.6.10 Assignment of Overload Classes/Hours
  - 5.6.10.1 A Unit Member's overload assignment will not exceed 10 LHE in a semester without prior approval of the Vice President of Academic Affairs. All overload assignments will be scheduled as follows:
  - 5.8.10.2 Full-time department members will receive first priority.
  - 5.8.10.3 Unit Members from other departments meeting minimum qualifications will receive consideration prior to adjunct faculty members.
  - 5.6.10.4 Adjunct faculty members will be offered any remaining classes.
- 5.6.11 Under Load and Load Balancing
  - 5.6.11.1 If it is not possible to schedule a Unit Member with a full load in a semester, the immediate supervisor will meet with the Unit Member to develop a "load balancing plan" in which LHE is reduced in one (1) semester and is offset by additional LHE in the subsequent semester to achieve the appropriate annual workload. If load balancing over two (2) semesters will not produce an average load that is appropriate, then load balancing over more than two (2) semesters may be employed.
  - 5.6.11.2 Unit Members may request load balancing plan to reduce load for one (1) semester, however, load banking (see Article 18) should be considered as an alternative. All load balancing plans require the approval of the Vice President of Academic Affairs.

#### 5.7 Assignment of Load Factor

- 5.7.1 As courses are revised with a recommended change to the established LHE or new courses are developed, the dean of each division will confer with faculty in their respective departments regarding the appropriate load factors to be assigned.
- 5.7.2 Where there is agreement between the dean and the faculty that the LHE factors are appropriate, the agreed upon load factor will be forwarded to the Curriculum Committee as part of the normal course approval process.
- 5.7.3 Where there is disagreement as to the appropriate load factor to be assigned to the new class, the assignment of a load factor shall be made by the Curriculum Committee.

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5.8 Additional Provisions Related to Counselor Assignments

[The following provisions will be effective with the beginning of the fall 2021 semester.]

- 5.8.1 Work Year
  - 5.8.1.1 The assigned work year for full-time counselors and the Articulation Officer assigned to the counseling department shall be as follows:
  - 5.8.1.2 The basic work year in counseling is based the non-compressed calendar of 35 weeks.
- 5.8.2 Annual Assignment Calendar
  - 5.8.2.1 Thirty-five (35) weeks of assignment, in any combination of days and hours, Monday - Friday, 30 hours per week.
  - 5.8.2.2 The assigned weeks include the 16 weeks of Fall, the 16 weeks of Spring, plus two weeks before Fall begins and one (1) week before Spring begins. This shall be referred to as the Assignment Period.
  - 5.8.2.3 The beginning of the Fall Assignment Period shall be two (2) calendar weeks prior to the start of Fall instruction. The beginning of the Spring Assignment Period shall be one (1) calendar week before the start of Spring instruction.
  - 5.8.2.4 At least four (4) weeks before the end of each semester, Counselors and the Articulation Officer shall submit their proposed weekly schedules to the Dean of Counseling for review and approval.
  - 5.8.2.5 If at the time the weekly schedules are created the District determines there is a need for Counselors outside the Assignment Period, the Dean of Counseling will advise Counselors of the of days and hours identified. Counselors may volunteer for any such days/hours. If a Counselor volunteers for any days/hours outside the Assignment Period, the Counselor will be provided an equivalent number of days/hours off during the Assignment Period.
- 5.8.3 Weekly Hours and Days of Assignment
  - 5.8.3.1 Assigned Time
    - 5.8.3.1.1 The weekly assigned hours and days of a counselor assignment shall be based on 30 hours per week. Assigned time may include, but is not limited to, student contact, student assessment, approved special projects, program coordination, group advising, on-line counseling, teaching (as set forth below in Section 5.8.4), department training, and other assigned activities. The actual assigned daily and weekly hours for a counselor may fluctuate depending on the counselors assigned work year as set forth in Section 5.8.2 above and the adopted assignment calendar for any given year.
    - 5.8.3.1.2 Counselors who request (and are approved) or who are assigned to attend an off-campus function on an assigned day(s) shall receive credit for having worked the day(s) or appropriate portion thereof.
- 5.8.4 Assigned Teaching Time
  - 5.8.4.1 A counselor may be assigned to teach a class up to a three (3) LHE as part of their required assignment. The class shall be included as part of the counselor's assigned hours for the week based on the LHE for that class. For example, if a counselor is assigned to teach a three (3) unit/three (3) LHE class and the class

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meets for 3.4 hours per week the counselor's assignment will be reduced by 6.8 hours for that week. If the class meets on a day in which the counselor is not assigned, the counselor shall be responsible to meet with the class as scheduled but may request to take any such days and substitute them for any other assigned day.

#### 5.8.5 Extra-Duty Assignments

- 5.8.5.1 An extra-duty assignment occurs when a counselor is assigned any class or extra assignment on a day on which the counselor is not already assigned to work and/or beyond the counselor's assigned hours for the day of the assignment. Extra-duty assignments will first be offered to full-time counselors. In the event no full-time counselor is available to take the extra-duty assignment, then the extra-duty assignment may be offered to an adjunct counselor.
- 5.8.5.2 All courses taught during the Summer and/or Winter Intersessions shall be taught as extra-duty.

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#### **ARTICLE 6 – NON-DISCRIMINATION**

- 6.1 The District and the Association agree to cooperate in a policy of equal opportunity for all employees. Discrimination because of national origin, religion, age, sex or gender, race, color, medical condition, ancestry, sexual orientation, marital status, physical or mental disability use of family medical care leave, genetic information, military or veteran status, gender identity, gender expression, a perception of having one or more of the foregoing characteristics, an association with a person or group with one or more of these actual or perceived characteristics or Association activity is expressly prohibited. [In the event that either state or federal law is amended to include further protected categories, then this section will be interpreted to include any such protected categories].
- 6.2 Sexual harassment shall be considered discrimination under this Article.
- 6.3 Disciplinary action will be taken against any Unit Member who engages in any activity prohibited under this Article. Any Disciplinary action will be implemented in accordance with the disciplinary process specified in the Education Code.
- 6.4 The District agrees to take corrective action to ensure that such practices are remedied and that such discrimination does not continue. Reprisal against a complainant or witness is prohibited.
- 6.5 Allegations of discrimination are not subject to the provisions of Article 12 of this Agreement, entitled, "Grievance Procedure." Any charges of discrimination by a Unit Member will be adjudicated first through the District's discrimination complaint procedure and then, if desired, the appropriate governmental agency.

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# ARTICLE 7 - ACADEMIC FREEDOM AND INTELLECTUAL PROPERTY

# 7.1 Academic Freedom

- 7.1.1 The Unit Member shall have the academic freedom to seek the truth and guarantee freedom of learning to the students.
- 7.2 Intellectual Property
  - 7.2.1 The Unit Member shall have the right to intellectual property created by that Unit Member consistent with the provisions of Administrative Procedure 3715 included herein as Appendix G.

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#### **ARTICLE 8 – SALARIES**

- 8.1 Faculty Salary Schedules General Guidelines
  - 8.1.1 Salaries of individual faculty members will be established in accordance with the salary schedule and all the provisions governing its use.
  - 8.1.2 Units counted toward advancement on the salary schedule must be graduate units earned at an institution accredited by one of the regional associations such as, Western Association of Schools and Colleges. Undergraduate units which have been given prior approval by the appropriate vice president may also be counted toward advancement. Graduate units earned at foreign colleges or universities must be approved in advance by the appropriate vice president. Foreign transcripts must be translated and evaluated for equivalency by a bona fide U.S. evaluation service.
  - 8.1.3 Unit Members who plan to advance from one salary classification to another must notify the Human Resources office at the time the advancement is to become effective. The salary will not be changed until all units claimed for the change are officially verified. A change will be made in salary advancement due to the accumulation of units on the first of the month following verification.
  - 8.1.4 It is the responsibility of the individual to notify the Human Resources office of any error in placement on the salary schedule. Errors discovered either by the employee or the District will, in every case, be recovered to the extent allowed by law either by the District or by the employee, depending upon in whose favor the error was made.
  - 8.1.5 Each Unit Member shall be granted one increment on the salary schedule for each year of satisfactory service until the maximum number of increments is reached. Satisfactory service shall be defined as having received "satisfactory" on the latest evaluation.
  - 8.1.6 Whenever, for any cause, the work of a Unit Member is designated as "unsatisfactory" by the Unit Member's evaluation team on the evaluation form, class or step increments may be withheld until improvement is affected.
  - 8.1.7 In moving from any salary class to another, a Unit Member may not advance more than one (1) step for each year of service to the District.
  - 8.1.8 Unit Members shall make satisfactory professional growth in order to advance on the salary schedule. Evaluation shall be made in accordance with Article 20. Unit Members who do not meet satisfactory professional growth shall be given one year in which to show improvement. Failure to make satisfactory improvement after notification shall result in no salary advancement.
  - 8.1.9 The District will continue to pay all Unit Members with an earned doctorate degree an additional 6.4% of Class 1, Step 1. The Doctorate shall be earned at an institution accredited by one of the regional associations.
  - 8.1.10 When Unit Members reach Class 4 or 5, Step 14 on the salary schedule they become eligible to receive anniversary increments for professional growth as shown in the applicable Full-Time Faculty Salary Schedule.
  - 8.1.11 No more than five (5) years of full-time teaching experience and/or related work experience credit shall be allowed for initial placement on the salary schedule. When related work experience is required to meet the minimum qualifications for a discipline identified as one where a master's degree is not normally expected or available by statute, credit for full-time related work experience must be beyond that requirement. One (1) additional step

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for experience credit will be granted upon completion of a bachelor's degree (from an accredited institution) for those instructors initially employed with an associate's degree.

- 8.2 Salary Schedules
  - 8.2.1 Effective January 1, 2021, a two percent (2%) off-schedule payment will be paid to each Unit Member based on the Unit Member's placement on the regular salary schedule and shall be paid to Unit Members as part of their regular pay. This payment shall end as of December 31, 2023.
  - 8.2.2 Effective June 1, 2021, but payable by September 2021, each faculty member will receive a one-time payment of \$2,200.
  - 8.2.3 In June 2022, each faculty member will receive a one-time payment of \$2,200.
  - 8.2.4 In June 2023, each faculty member will receive a one-time payment of \$2,200.
  - 8.2.5 Calculating Overload and Intersession Salary Schedules
    - 8.2.5.1 The Overload Salary Schedule and Intersession Salary Schedule are calculated as follows: The overload and intersession LHE rate is derived by multiplying the corresponding rate on the Full-Time Faculty Salary Schedule by 0.0185. Placement on these schedules shall be the same as the instructor's placement on the Full-Time Faculty Salary Schedule, except that steps in all classes shall not exceed Step 14 on the Intersession Salary Schedule and shall not exceed Step 7 on the Overload Salary Schedule.
  - 8.2.6 Hourly Non-Teaching Rate
    - 8.2.6.1 The hourly rate for all non-teaching faculty assignments shall be set at 1/1000th of Step 1, Class 1 of the Full-Time Faculty Salary Schedule.
  - 8.2.7 Reassigned Time and Stipends
    - 8.2.7.1 The District and the Faculty Association agree there is value to providing faculty with reassigned time and/or stipends in response to extra assignments that may be offered to Faculty Members.
    - 8.2.7.2 Any new reassigned time and/or stipend or change to current reassigned time and/or stipend, to be offered to a Unit Member must be mutually agreed to by the District and the Faculty Bargaining Team.
    - 8.2.7.3 In the event a disagreement is reached as to the amount of reassigned time or of a stipend, the District may proceed with the reassigned time or stipend while the parties continue to negotiate.

#### 8.3 Definition of Salary Class

8.3.1 Class 1

- 8.3.1.1 LIFE Credential OR Minimum Qualifications as defined by Education Code Sections 87355 and 87356.
- 8.3.2 Class 2
  - 8.3.2.1 Master's degree including 40 graduate level semester units beyond bachelor's degree.
- 8.3.3 Class 3
  - 8.3.3.1 Master's degree including 60 graduate level semester units beyond bachelor's degree.

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- 8.3.4 Class 4
  - 8.3.4.1 Master's degree including 80 graduate level semester units beyond bachelor's degree.
- 8.3.5 Class 5 8.3.5.1 Doctorate
- 8.4 Discontinued Classes for Faculty Overload
  - 8.4.1 Unit Members who have classes cancelled because of inadequate enrollment shall receive 1/1000<sup>th</sup> of Step 1, Class 1 of the Faculty Salary Schedule for each hour the class has met.
- 8.5 Direct Deposit
  - 8.5.1 The District shall pay the administrative costs associated with direct deposit of pay warrants to all participating financial institutions for all Unit Members who elect to subscribe to such service. The District shall not be responsible for errors or missed deadlines, which might occur between the Los Angeles County Office of Education and the employee's financial institution. If an error occurs, the District will assist the employee in getting the direct deposit error corrected.
- 8.6 Large Class Size
  - 8.6.1 For those classes that are scheduled with the expressed intent of having class sizes of 60 students or more, the division dean will confer with the instructor(s) of record prior to the finalization of the semester schedule to verify that the course offering(s) will adhere to standard expectations for course rigor and writing. The division office will then forward to the Vice President of Academic Affairs a list of courses afforded large class size designation. Load and student assistance will be computed based upon class enrollment at the census date as follows:
    - 60 students enrolled = +25% of instructor's overload salary for that specific course
    - 70 students enrolled = +50% of instructor's overload salary for that specific course
    - 80 students enrolled = +75% of instructor's overload salary for that specific course
    - 90 students enrolled = +100% of instructor's overload salary for that specific course
    - 100 students enrolled = +125% of instructor's overload salary for that specific course
    - 110+ students enrolled = +150% of instructor's overload salary for that specific course.
- 8.7 Cooperative Education Class Pay
  - 8.7.1 Cooperative Education classes without a lecture component.
    - 8.7.1.1 Co-op classes shall not exceed 20 students, except with the prior approval of the Vice President of Academic Affairs.
    - 8.7.1.2 Payment will be based on the hourly rate set forth in Appendix D.
    - 8.7.1.3 Payment will be for five (5) hours per student.
    - 8.7.1.4 Payment is based on the following calculation: hourly rate from Appendix D x five (5) hours x number of students.
    - 8.7.1.5 Mileage will be reimbursed by the District in accordance with District procedures.

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- 8.7.2 Cooperative Education classes with a lecture component (Automotive)
  - 8.7.2.1 One (1) to four (4) students: .5 lecture hours per week (based on an 18-week semester or .5 LHE.
  - 8.7.2.2 Five (5) or more students: add an additional .20 lab hours for each student beyond four (4) students enrolled at census (.15 LHE per student). Example: 13 students enrolled at census .5 LHE + (.15 LHE \* 9) = 1.85 LHE.
- 8.8 Retirement Incentive
  - 8.8.1 The District will pay a sum of \$5,000 as a bonus to a Unit Member (after the Unit Member's 55<sup>th</sup> birthday, providing said Unit Member has at least 10 consecutive years of full-time service to the District prior to retirement) if said Unit Member submits a retirement letter by September 15 of the last year of service.
  - 8.8.2 A retirement incentive augmentation of \$2,500 will be paid to any faculty member who retires at the end of the 2020-2021, 2021-2022 or 2022-2023 academic years. This augmentation is in addition to the bonus as set forth in the paragraph above.

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# ARTICLE 9 – REDUCED TEACHING LOAD WITH FULL RETIREMENT CREDIT

- 9.1 The Board may permit a full-time Unit Member to reduce his or her workload from full-time to parttime and have his or her retirement benefits based upon full-time employment. Following are the rules and regulations for the implementation of the optional reduced load program with full retirement credit.
- 9.2 To be eligible to start the optional reduced load program, the Unit Member must be fifty-five (55) years of age or more before the beginning of his or her academic year in which the reduction in workload starts.
- 9.3 The option of reduced load shall be exercised upon mutual agreement of both the District and the Unit Member. The agreement requires official Board of Trustees approval and the required approval from the State Teachers' Retirement section at the Los Angeles County Office of Education. Once the option is exercised, it is not revocable unless agreed to by the Board.
- 9.4 The Unit Member must have been employed full-time (100%) as an academic employee of the District for at least 10 years prior to the request for reduced load.
- 9.5 There shall be a reduction in salary corresponding to the reduced load. The District will provide the reduced-load employee the same benefits provided a regular full-time (100%) academic employee.
- 9.6 The District and the Unit Member shall agree to make contributions to the State Teachers' Retirement System equal to the amount required of a full-time (100%) instructor.
- 9.7 A Unit Member on the optional reduced load program, upon mutual agreement with the District, as a minimum shall work:
  - 100% the Fall semester and zero the Spring semester; or
  - Zero the Fall semester and 100% the Spring semester; or
  - 50% each semester; or
  - Any assignment that will average 50% or more for the two (2) semesters of the academic year.
- 9.8 By mutual agreement of the District and a Unit Member, the optional reduced load program may be increased or decreased within the Educational Code limitations, but shall not be decreased lower than an average of 50%.
- 9.9 If a Unit Member has been granted sabbatical leave within the five (5) years immediately preceding the request for the optional reduced load, the sabbatical year will be counted as full-time (100%) employment only if the Unit Member and the District paid into the retirement system the contributions necessary to bring the total contributions for the sabbatical year to 100% coverage.
- 9.10 Unit Members who participate in this program will retain all full-time tenure rights but shall not have the option of returning to a full-time teaching position unless so agreed upon by the Board. This reduced load program shall be the precursor to the retirement of the Unit Member.
- 9.11 An application for the optional reduced load program shall be filed with the Superintendent/President no later than December 1 for the following academic year.

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#### **ARTICLE 10 – UNIT MEMBER BENEFITS**

- 10.1 The District shall provide a program of health insurance benefits for Unit Members and retired Unit Members as specified below.
  - 10.1.1 District Provided Benefits (current Unit Members)
    - 10.1.1.1 The District shall provide health, vision, and dental benefits to the Unit Member and his/her dependents as follows:
      - (1) Health: Unit Members may choose to enroll in a Preferred Provider Plan through Anthem Blue Cross or a Health Maintenance Organization Plan through Kaiser Permanente.
      - (2) Dental: Unit Members may choose to enroll in a dental insurance plan through Blue Shield.
      - (3) Vision: Unit Members may choose to enroll in a vision insurance plan through Vision Insurance Plan.
  - 10.1.2 Premium Payment
    - 10.1.2.1 The District shall pay the total premium cost for each of the benefit plans set forth above for the duration of the contract.
  - 10.1.3 Effective and End Date
    - 10.1.3.1 The health, dental and vision benefits will be effective the month following the month the Unit Member is employed provided the Unit Member is employed for at least ten (10) days during the initial month of employment. Otherwise, health, dental and vision coverage will begin effective the following month.
    - 10.1.3.2 Upon separation (excluding death) from the District, unless the Unit Member enrolls in retiree benefits, a Unit Member's entitlement to health, dental, and vision coverage will end effective at the end of the month of separation. A Unit Member may choose to enroll in continuing health, dental, and vision coverage if the reason for separation provides that the Unit Member is qualified for COBRA benefits.
  - 10.1.4 Any change of provider, level of coverage, or plan structure for medical, dental, or vision coverage will be brought, upon recommendation by the District's Benefits Committee, to the Association for approval by its members.

Changes in the agreement between the District and the District's medical provider that increase current benefits or clarify language, but do not decrease the level of current coverage, will be deemed accepted by the Association and the District. Representatives of the bargaining units will be provided with a summary of the language changes. The District will not assume the responsibility for any decrease in the level of coverage initiated by the provider after agreement is reached on the fringe benefit package.

- 10.1.5 Unit Members electing Kaiser Single shall be provided a monthly allotment of \$71.00 effective upon establishment of an approved tax shelter plan. It shall be the Unit Member's responsibility to establish an approved tax shelter plan and notify the District's payroll/benefits department.
- 10.2 Duplicative Health Insurance
  - 10.2.1 For Unit Members who have medical coverage elsewhere, there shall be funds available and apportioned as follows:

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- The same allotment as in Section 101.1, plus 20% of the single party HMO rate, in place in the current contract, contributed to the affected Unit Member's tax-sheltered annuity, and 80% to the District insurance programs.
- 10.3 The District shall provide each Unit Member term life insurance with a face value of \$50,000 paid for by the District.
- 10.4 The District's Benefits Committee shall meet as necessary and be composed of: 1) the CCFA bargaining team; 2) the CCFA president; 3) the payroll/benefits supervisor; 4) the District negotiations team; and 5) the vice president, finance and administrative services, or any other invitee as may be appropriate.
- 10.5 Any Unit Member who holds an elected office in a statewide educational organization will be granted released time to fulfill the duties of that office. The Unit Member's salary shall be reduced to that percentage of a full load that the Unit Member teaches. In order that the Unit Member receive full salary and benefits, the statewide organization shall be responsible to reimburse the District for the salary and benefits in proportion to the released time. Benefits shall include, but are not limited to, Unit Member benefits as defined in Article 10, Retirement, Unemployment Insurance, Workers Compensation and Social Security/Medicare costs.
- 10.6 Eligible Retiree Health Insurance Benefits

The District shall provide medical, dental, vision, and prescription coverage for retired Unit Members, their spouses, and eligible dependent children enrolled at time of retirement which are the same as those provided to active Unit Members. This benefit shall be available to Unit Members retiring from the District through STRS or PERS after reaching their fifty-fifth (55) birthday or retiring under the disability provisions of the State Teachers Retirement System (or PERS if applicable) provided said Unit Member has at least 10 consecutive years of full-time service to the District. If a Unit Member permanently leaves the employment of the District under any circumstances other than retirement, these retirement provisions are not applicable. Retired Unit Members are required to enroll in Medicare Parts A and B when they become eligible as provided under Medicare regulations. District provided health insurance shall be coordinated with Medicare Parts A and B for those Unit Members who are eligible. A Board approved leave shall not constitute a break in consecutive service for the purpose of computing eligibility for this benefit.

- 10.6.1 To be eligible to retire with District paid medical, dental, and vision coverage, the Unit Member must submit a letter of retirement to the Superintendent/President, or his or her designee, along with an "Application for Retirement Benefits" prior to date of retirement.
- 10.6.2 Retirement Options
  - 10.6.2.1 Each Unit Member may choose one of the following District-paid options for retirement medical benefits. The Unit Member must submit this decision on the "Application for Retirement Benefits" prior to date of retirement. The effective date of either option will be the first day of the month following the date of retirement.

#### **Option A**

District-paid medical, dental, and vision coverage, for retirees shall become effective on the first of the month following the month of retirement, but not before the first month after the Unit Member's 55<sup>th</sup> birthday, and shall continue until the end of the month in which the Unit Member reaches age 67, provided said Unit Member has at least 10 consecutive years of full-time service to the District prior to retirement. For each additional 10 consecutive years of full-time service to the District-paid medical, dental, and vision coverage, up to a maximum of two (2).

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Years of Consecutive Service:	Benefits Paid to Age:
10	67
20	68
30	69

Unit Members shall be allowed to pay their own, their spouse's, and their dependent children's membership fees and continue on the District's medical, dental, and vision coverage after reaching 67, 68, or 69 years of age, whichever applies.

#### **Option B**

The District shall provide an annual amount for the life of the retiree depending on the length of service to the District from the following table. This amount shall become effective and payable on the first of the month following the month of retirement, but not before the first month after the Unit Member's 55<sup>th</sup> birthday.

Years of Full-Time Consecutive Service:	Annual <u>Amount:</u>
30 25	\$2,500 \$2,250
20	\$1,875
15	\$1,250
10	\$1,000

A Board approved leave shall not constitute a break in consecutive service for the purpose of computing eligibility for these benefits.

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#### **ARTICLE 11 – DISPUTE PROCEDURE**

- 11.1 Definitions
  - 11.1.1 A "dispute" is a claim by a Unit Member that there is a conflict other than a grievance as defined in Article 12.
  - 11.1.2 For the purposes of Article 11 "academic year" is the period commencing with the date on which convocation is held and ending with the date on which commencement is held. Winter and Summer intersessions are excluded from this definition of the academic year.
  - 11.1.3 For the purposes of Article 11, a "day" shall mean any day during the academic year in which the college is open, excluding Saturday and Sunday.

#### 11.2 Purpose

- 11.2.1 The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to disputes. The District and the Association commit to engaging in meaningful discussions at each level of the dispute procedure.
- 11.2.2 Both parties agree that these proceedings shall be kept as informal as may be appropriate at any level of the procedure.
- 11.2.3 A disputant may request that the Association represent him/her but nothing contained herein will be construed as limiting the right of any Unit Member having a dispute to discuss the matter informally with any appropriate member of the administration, and to have the dispute adjusted without intervention of the Association, provided that such adjustment is not inconsistent with the terms of this Agreement, and that the Association has been given a copy of the dispute and the proposed resolution and has been given an opportunity to respond.
- 11.2.4 Since it is important that disputes be processed as rapidly as possible, the time limits specified at each level should be considered to be maximums and every effort should be made to expedite the process. The time limits may, however, be extended by a written mutual agreement.
- 11.2.5 In the event that a dispute is filed at such a time that it cannot be processed through all the steps in this dispute procedure or is still unresolved by the end of the academic year, the time limits set forth herein may be adjusted so that the procedure can be completed prior to the end of the academic year, or as soon thereafter as may be agreeable to the disputant and the District. Any agreement to adjust the time limits pursuant to this section shall be in writing. In the absence of such a written agreement no agreement to adjust the time requirements shall be inferred.

#### 11.3 Procedure

- 11.3.1 Level One
  - 11.3.1.1 A Unit Member shall first discuss the dispute with the appropriate dean, and/or appropriate vice president in that order, either individually or with the Association's designated representative with the objective of resolving the matter informally. Should the Unit Member not have a dean, the Unit Member shall begin the procedure with the appropriate vice president.

#### 11.3.2 Level Two

11.3.2.1 If within 30 days following the informal discussion provided at Level One the Unit Member is not satisfied with the disposition of the dispute, the Unit Member may file the dispute in writing with the Superintendent/President of the District or the Superintendent/President's designee and also may file the dispute with the president of the Association or the president's designee. If said dispute is not

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filed within the specified 30 days, it shall not be subject to further consideration and shall be deemed settled on the basis of the decision last made at Level One.

- 11.3.3 Within 14 days after receipt of the written dispute by the Superintendent/President of the District or the Superintendent/President's designee, the Superintendent/President or the Superintendent/President's designee shall meet with the Unit Member and, if requested by the disputant, the president of the Association or the president's designee in an effort to resolve the dispute. The decision, including stated reasons for said decision, of the Superintendent/President, or Superintendent/President's designee, shall be presented to the disputant and the president of the Association in writing within seven (7) days following the meeting at Level Two.
- 11.4 Rights of Unit Members to Representation
  - 11.4.1 No reprisals of any kind shall be taken by the Board, the Superintendent/President of the District, or by any member or representative of the administration of the District against any Unit Member with a dispute, any member of the Association, or any other participant in the dispute procedure by reason of such participation.
  - 11.4.2 The disputant may represent himself/herself at all stages of this procedure, and if requested by the disputant, he/she may be represented by the president of the Association or the president's designee.
- 11.5 Miscellaneous
  - 11.5.1 If a dispute arises from action or inaction by the Superintendent/President, the disputant shall submit such dispute in writing directly to the Superintendent/President of the District, the president of the Board, and the Association. The processing of such a dispute shall commence at Level Two.
  - 11.5.2 Dispute meetings normally will be scheduled by the District so as not to conflict with classroom duties. However, if the meeting is expected to be of such duration that it would extend beyond the normal business hours of the District's administrative office, the District shall provide released time with no loss of pay to the disputant, witnesses, and, if requested, the president of the Association or the president's designee so that the session can be accommodated within such business hours. This shall constitute "reasonable periods of release time" within the meaning of Government Code 3543.1 (c).
  - 11.5.3 In order to encourage a professional and harmonious disposition of Unit Members' complaints, it is agreed that from the time a dispute is filed until it is processed, neither the disputant nor the Association nor the District shall make public either the dispute or evidence regarding the dispute.
  - 11.5.4 All procedural documents, communications, and records dealing with the processing of a dispute will be filed in a separate dispute file and will not be kept in the personnel file of any of the participants. With the approval of the Superintendent/President of the District or the Superintendent/President's designee, the file may be opened, but only in the presence of the Association president or the president's designee, except that the disputant may examine the disputant's file at any time.
  - 11.5.5 Forms for filing disputes, serving notices, taking appeals, making reports and recommendations, and other necessary documents will be prepared by the Human Resources Office. Such forms shall be posted on the District's website. A Unit Member may request a copy from Human Resources. Human Resources will provide a copy within 72 hours of receipt any such request.

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#### **ARTICLE 12 – GRIEVANCE PROCEDURES**

- 12.1 Definitions
  - 12.1.1 A "grievance" is a claim by a Unit Member that there has been a violation, misapplication, or misinterpretation of any of the provisions of this Agreement, and any Board Policy/Administrative Procedure relating to a subject that is a mandatory subject of bargaining.
  - 12.1.2 For the purposes of Article 12, "academic year" is the period commencing with the date on which convocation is held and ending with the date on which commencement is held. Winter and Summer intersessions are excluded from this definition of the academic year.
  - 12.1.3 An "aggrieved person" or "grievant" is the Unit Member(s) adversely affected or the Association.
  - 12.1.4 For the purposes of Article 12, a "day" shall mean any day during the academic year in which the college is open, excluding Saturday and Sunday.

#### 12.2 Purpose

- 12.2.1 The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances. The District and the Association commit to engaging in meaningful discussions at each level of the grievance procedure.
- 12.2.2 Both parties agree that these proceedings will be kept as informal as may be appropriate at any level of the procedure.
- 12.2.3 The aggrieved person(s) may request that the Association represent them, but nothing contained herein will be construed as limiting the right of any Unit Member having a grievance to discuss the matter informally with any appropriate member of the administration, and to have the grievance adjusted without intervention by the Association, provided that such adjustment is not inconsistent with the terms of the Agreement and that the Association has been given a copy of the grievance and the proposed resolution, and has been given an opportunity to file a response.
- 12.2.4 Since it is important that grievances be processed as rapidly as possible, the time limits specified at each level should be considered maximum and every effort should be made to expedite the process. However, the time limits may be extended by mutual written agreement.
- 12.2.5 In the event a grievance is filed at such a time that it cannot be processed through all of the steps within this grievance procedure by the end of the academic year. The time limits set forth herein may be adjusted so that the procedure may be completed prior to the end of the academic year, or as soon thereafter as may be agreeable to the grievant and the District. Any agreement to adjust the time limits pursuant to this section shall be in writing. In the absence of such a written agreement no agreement to adjust the time requirements shall be inferred.

#### 12.3 Procedure

#### 12.3.1 Level One

12.3.1.1 Within 45 days of the Unit Member's discovery of the alleged violation, an aggrieved person will first discuss the grievance with the appropriate immediate management supervisor and if unresolved, the appropriate dean, and if still unresolved with the appropriate vice president in that order, either individually or with the Association's designated grievance representative with the objective of resolving the matter informally. Should the aggrieved person not have a dean, the aggrieved shall begin the procedure with the vice president. The highest

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level administrator seen will respond, in writing, to the aggrieved person within a period of 10 days.

- 12.3.2 Level Two
  - 12.3.2.1 If the aggrieved person is not satisfied with the disposition of the grievance at Level One, the aggrieved person may file the grievance in writing, on the appropriate District form from the Office of the Superintendent/President, with the Superintendent/President of the District or his/her designated vice president within 10 days following the decision at Level One.
  - 12.3.2.2 Within 14 days after receipt of the written grievance by the Superintendent/President of the District or the Superintendent/President's designated vice president, the Superintendent/President of the District or the Superintendent/President's designated vice president, will meet with the aggrieved person, and if requested by the grievant, the president of the Association or the president's designee, in an effort to resolve the grievance. The decision, including stated reasons for said decision, of the District Superintendent/President or the Superintendent/President vice president, shall be presented to the grievant and the president of the Association in writing within seven (7) days following the meeting at Level Two.
- 12.3.3 Level Three: Mediation
  - 12.3.3.1 If the aggrieved person is not satisfied with the decision at Formal Level Two, the aggrieved person, with the consent of the Association, may request that the grievance be submitted to mediation for review.
  - 12.3.3.2 Within fifteen (15) working days of receipt of a written request to proceed to mediation, the District will request the services of a mediator from the California State Mediation and Conciliation Service.
  - 12.3.3.3 The function of the mediator shall be to assist the parties to achieve a mutually satisfactory resolution of the grievance by means of the mediation process.
  - 12.3.3.4 If a mutual resolution of the grievance is reached during mediation, a written statement of the resolution will be prepared and signed by the parties.
  - 12.3.3.5 In the event a mutual resolution is not reached during mediation, the District and the Association shall prepare a written statement as to the unresolved issues. Within ten (10) days of the conclusion of mediation, the District and the Association shall exchange these statements of unresolved issues.

#### 12.3.4 Level Four

- 12.3.4.1 If the aggrieved person is not satisfied with the disposition of the grievance at Level Three, the president of the Association or the president's designee, may, within 10 days from the date the District and the Association exchange statements of unresolved issues, submit notice, in writing, to the Superintendent/President or the Superintendent/President's designated vice president, that the grievance is being submitted to arbitration
- 12.3.5 Submission to arbitration shall be made by the Association to the State Mediation and Conciliation Service. The parties shall then be bound by the rules and procedures of the State Mediation and Conciliation Service in the selection of an arbitrator and the arbitrator shall proceed under the rules of said service.
- 12.3.6 As soon as possible and in any event not later than 14 days after the District receives the written notice of the aggrieved person's desire to arbitrate, the parties shall attempt to

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agree upon an arbitrator. If no agreement is reached within said 14 days, an arbitrator shall be selected from a list of seven (7) arbitrators supplied by the State Mediation and Conciliation Service by alternate striking of names until one name remains. The party who strikes the first name shall be determined by lot. If the arbitrator selected will not be available for the hearing within a reasonable period of time, not exceeding 60 days, the parties shall proceed to select another arbitrator from above list.

- 12.3.7 If the District claims that a grievance should be dismissed because it falls outside the scope of the procedure, or was filed or processed in an untimely manner, or that the grievance has become moot, or that a party has breached the confidentiality provisions, then such a claim shall, at the option of the District, be heard and ruled upon by an arbitrator prior to any hearing on the merits of the grievance, with a suitable stay/continuance between such a ruling and any further proceedings which the arbitrator deems necessary.
- 12.3.8 The arbitration shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Agreement, but shall determine only whether or not there has been a violation of this Agreement in the respect alleged in the grievance. The decision of the arbitrator shall be based solely upon the evidence and arguments presented to him by the respective parties in the presence of each other and upon arguments presented in briefs.
- 12.3.9 The arbitrator may hear and determine only one grievance at a time unless the District and the grievant(s) expressly agree otherwise. However, both parties will in good faith endeavor to handle in an expeditious and convenient manner cases which involve the same or similar facts and issues.
- 12.4 Arbitrator's Decision
  - 12.4.1 The arbitrator's decision will be in writing and will set forth all findings of fact, reasoning and conclusions on the issues submitted. The arbitrator will be without power or authority to make any recommendation which requires the commission of act prohibited by law or which violates the terms of this Agreement. However, it is agreed that the arbitrator is empowered to include in the arbitrator's decision such financial reimbursement or other remedies as is judged to be proper. The decision of the arbitrator will be submitted to the Board, the Superintendent/President of the District, the grievant, and the Association.
  - 12.4.2 The decision of the arbitrator within the limits herein prescribed shall be final and binding upon all parties to this contract.
  - 12.4.3 All fees and expenses of the arbitrator shall be shared equally by the parties. Each party shall bear the expenses of the presentation of its own case.
- 12.5 Rights of Unit Members to Representation
  - 12.5.1 No reprisals of any kind will be taken by the Board, the Superintendent/President of the District, or by any member or representative of the administration of the District, against any aggrieved person, any member of the Association, or any other participant in the grievance procedure by reason of such participation.
- 12.6 Miscellaneous
  - 12.6.1 If a grievance arises from action or inaction by the Superintendent/President or a Vice President, the processing of such grievance shall be commenced at Level Two.
  - 12.6.2 Time limits provided in each level shall begin at the expiration of the previous time limit or the day following receipt of written decision by the parties in interest.
  - 12.6.3 Grievance meetings normally will be scheduled by the District so as not to conflict with classroom duties. However, if the meeting is expected to be of such duration that it would extend beyond the normal business hours of the District's administrative office, the District

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shall provide released time with no loss of pay to the grievant, witnesses, and if requested, the president of the Association or the president's designee, so that the session can be accommodated within such business hours. This shall constitute "reasonable periods of released time" within the meaning of Government Code 3543.1(c).

- 12.6.4 In order to encourage a professional and harmonious disposition of Unit Member's grievances, it is agreed that from the time a grievance is filed until it is processed through arbitration, or decided to the mutual satisfaction of the grievant and the District, neither party shall make public either the grievance or evidence regarding the grievance.
- 12.6.5 All procedural documents, communications and records dealing with the processing of a grievance will be filed in a separate grievance file in the Office of the Superintendent/President and will not be kept in the personnel file of any of the participants. With approval of the Superintendent/President of the District or the Superintendent/President's designee, the file may be opened, but only in the presence of the Association's President or the President's designee, except that the grievant may examine the grievant's file at any time.
- 12.6.6 Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents will be prepared by the Human Resources Office. Such forms shall be posted on the District's website. A Unit Member may request a copy from Human Resources. Human Resources will provide a copy within 72 hours of receipt any such request.
- 12.6.7 At each step of the grievance procedure, the District representative may be assisted at the grievance meeting by the Director of Human Resources.
- 12.6.8 If the District fails to respond to a grievance as set forth in each step of the grievance procedure, the Association may file a separate grievance alleging a violation of the provisions of the grievance procedures.

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### **ARTICLE 13 – SAFETY**

- 13.1 The District shall provide as safe conditions as reasonably possible for the safety of the Unit Members while they are on District facilities and using those facilities provided for the purpose of carrying out their assigned responsibilities. The maintenance of safe working conditions is a joint responsibility between the faculty and the District.
- 13.2 The District shall provide, publish, and post rules for safety and the prevention of accidents, provide protective devices where they are required for the safety of the Unit Member, and provide suitable and safe equipment where such equipment is necessary for the conduct of the educational program and the operation of the District. Prior to the implementation of any change in safety rules and regulations, the District shall consult with the Safety Officer.
- 13.3 Unit Members are encouraged to submit written recommendations to their immediate supervisor or the Safety Officer regarding the maintenance of safe working conditions, facilities and equipment, repairs and modifications, and other practices designed to insure compliance with appropriate safety standards. If a Unit Member believes that his/her working conditions are unsafe, he/she may bring such concern(s) to the District Safety Officer and receive a written response to any such expressed concern.
- 13.4 Unit Members shall be responsible for observing all District safety rules.
- 13.5 The District shall provide and/or compensate/reimburse Unit Members for the cost of any and all personal safety equipment necessary for the performance of the Unit Members assigned duties. This provision shall be applicable, but not limited, to necessary safety shoes, safety glasses/goggles, safety gloves or other clothing, and/or breathing apparatus, etc.
- 13.6 If a Unit Member has a concern about the safety and/or safe operation of any aspect of the District's function(s), the Unit Member shall be empowered to articulate those concerns to the District Safety Officer, or the Unit Member's immediate supervisor, and to have those concerns discussed and responded to in writing.

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### **ARTICLE 14 – PERSONNEL FILES**

- 14.1 The District shall not base any adverse action against a Unit Member upon materials, which are not contained in the Unit Member's personnel file.
- 14.2 There shall be only one personnel file for each Unit Member. The Superintendent/President or the Superintendent/President's designee and the Unit Member shall have full access to the file, except that the Unit Member shall not be shown any document submitted in confidence prior to his/her employment in any position at the District (pursuant to Education Code Section 87031). A representative of the Association shall have access to said file with the Unit Member's written non-continuing authorization. A log shall be kept in each Unit Member's personnel file indicating the name of each person inspecting the file and the date of said inspection, except routine clerical transactions.
- 14.3 The information in the personnel file shall not be released to anyone other than the authorized persons listed above except as provided by law, nor shall copies of any documents in said file be made without the Unit Member's written non-continuing consent or as required by law except routine clerical transactions. Any material placed in a Unit Member's personnel file must be signed and dated by the originator/author and a copy identified as going into the file shall be given to the Unit Member prior to the original being placed in said file.
- 14.4 A Unit Member shall have the right to file an answer to any material submitted for inclusion in his/her file and such answer shall be attached to the file copy. Upon receipt of derogatory material to be placed in a Unit Member's personnel file, the Office of Human Resources will send, by email, to the Unit Member a statement that the material has been received and the right of the Unit Member to file an answer. A Unit Member who alleges that information in his/her file is false, erroneous as to facts or conclusions shall have the right to file a grievance for the purpose of having such information rectified or expunged.
- 14.5 A Unit Member shall have the right to place in the file such material as he/she determines may have a bearing on his position as a Unit Member.
- 14.6 Upon mutual consent of the Unit Member and the Superintendent/President, negative or derogatory material in a Unit Member's personnel file shall be destroyed after remaining in the file for a period of two (2) years.

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# **ARTICLE 15 – LEAVES**

#### 15.1 Sick Leave

15.1.1 Unit Members shall be granted paid sick leave within the following provisions:

a) Regular Sick Leave

Full-time faculty shall earn sick leave on an annual basis as follows:

- 10-month employees ...... 10 days per fiscal year
- 10-1/2-month employees ..... 10-1/2 days per fiscal year
- 11-1/2 month employees ..... 11-1/2 days per fiscal year
- 12-month employees ...... 12 days per fiscal year
- b) Additional Sick Leave (Intersession and Overload)
   Full-time faculty who teach during an intersession shall earn intersession sick leave at the rate of one (1) hour of sick leave for each 18 hours of assignment. All sick leave earned under this provision shall be placed in an hourly sick leave account and may be used by a Unit Member for absences occurring during an intersession assignment or for an overload absence.

Full-time faculty who teach overload classes shall earn additional paid sick leave at the rate of one (1) hour of sick leave for each 18 hours of overload assignment. All sick leave earned under this provision shall be included to be used as part of the Unit Member's sick leave balance as set forth in Section 15.1.1 a) above. The number of overload of sick leave hours will be converted to days based on a divisor of six (6). For example, 36 overload sick leave hours equals six (6) days of regular sick leave. Overload sick leave will be drawn from first when sick leave is utilized.

c) Accumulated Sick Leave

At the beginning of each fiscal year, a Unit Member's sick leave accumulation shall be increased by the number of days of paid sick leave that she/he is entitled to under paragraph (a) above. Unused regular and overload sick leave shall be added to the Unit Member's accumulated sick leave balance. Overload sick leave, when converted to accumulated sick leave, shall do so at a rate of six (6) hours of overload sick leave to one (1) day of accumulated sick leave. Intersession sick leave shall accumulate year to year.

d) Extended Sick Leave

The purpose of this section is to implement the provisions of Education Code Section 87780, and is to be interpreted in a manner to be consistent with Education Code Section 87780. In addition to the annual sick leave earned under paragraph (a) above, each July 1 full-time faculty will be credited with an additional five months (100 days) of extended sick leave including any days of accumulated sick Once a full-time Unit Member exhausts all regular sick leave and leave. accumulated sick leave, any additional days of sick leave (not to exceed a maximum of 110 days for ten-month employees) shall be paid based on the difference between the Unit Member's regular pay and the amount actually paid to temporary employee or, if no temporary employee is hired, then the amount, based on the appropriate salary schedule that would have been paid to a temporary employee. The 100 days of extended sick leave renews each July but does not accumulate. Once a Unit Member exhausts regular sick leave and extended sick leave, the Unit Member may be placed on an unpaid leave of absence or may be dismissed. This provision does not include extra duty sick leave credit.

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- Example 1: A Unit Member who works ten months per year earns 10 days per year. This employee is entitled to be absent a total of 110 days for the academic year (10) days plus 100 days of extended illness leave.
- Example 2: A 10-month Unit Member on July 1 is credited with 10 days of sick leave and has 30 days of accumulated sick leave. After exhausting the 10 days of sick leave every additional absence will be charged to the 100 days of extended sick leave. Since the employee has 30 days of accumulated sick leave, 30 of the 100 days of extended sick leave will be compensated at the Unit Member's full salary. Any further absence will be charged to extended sick leave and the Unit Member will be compensated based on the difference of his/her regular salary and the amount actually paid or the amount that would have been paid to a temporary employee.

#### e) Utilization of Sick Leave

Sick leave earned under Section 15.1.1 a) above may be used by a Unit Member when he/she is absent for illness or injury.

A Unit Member's sick leave balance will be charged one sick day for each scheduled day missed. Sick days may be charged based on a full or half day. Any absence on a day in which a Unit Member missed all of her/his scheduled assignment shall be charged as one day to his/her sick leave bank. Any absence on a day in which the Unit Member works a portion of a scheduled day shall be charged as a half day to his/her sick leave bank. A scheduled day is any day in which a Unit Member is assigned a class or hours as part of his/her assignment or a day in which the Unit Member has a scheduled department meeting. Sick leave will be drawn first from accumulated overload sick leave (if any) then regular sick leave.

If a Unit Member is absent for two consecutive calendar weeks or more, then he/she shall be charged five (5) days for each week absent.

Intersession sick leave, as provided for under Section 15.1.1 b) above, will be charged, on an hourly basis, for each classroom hour or portion thereof of absence.

#### f) Verification of Sick Leave

Upon return from any sick leave absence, a Unit Member is required to report his/her absence on the appropriate absence report.

A Unit Member who is absent for a period of more than five (5) consecutive scheduled days shall be required to provide verification from a doctor of the need to be absent due to illness or injury. This verification will be provided directly to the Office of Human Resources.

The District reserves the right to require a Unit Member upon return from a sick leave of absence of any duration to provide verification from a doctor of the need to be absent due to illness or injury. In the event that the District requires such verification, the cost of any such examination by a doctor will be paid by the District.

#### 15.2 Personal Necessity Leave

A Unit Member may elect to use up to seven (7) working days of available paid sick leave, annually, in cases of personal necessity for the following purposes:

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- a) Death of a member of the Unit Member's immediate family when additional leave is required beyond that provided under Bereavement Leave.
- b) As a result of an accident or illness involving the Unit Member's person or property or the person or property of his/her immediate family.
- c) Resulting from the Unit Member's appearance in any court or before any administrative tribunal as a litigant, party, or witness.
- d) Related to the diagnosis, care, or treatment of a family member.
- e) Religious observances.
- f) Such other reasons approved by the Superintendent/President or his/her designee.
- g) Related to domestic violence, sexual assault or stalking.

A Unit Member shall be entitled to use, without qualification, three (3) of the seven (7) working days of the personal necessity leave as unspecified personal necessity leave with reasonable notice, when possible, by notifying his/her department. Upon return from a Personal Necessity Leave, the Unit Member shall complete the appropriate absence report. Sick leave used for any reason during the summer and winter intersessions shall not be subject to the limits set forth in Section 15.2 above.

In the event that a Unit Member whose load consists of online education is absent due to personal necessity reasons for a period of two (2) work weeks or more and chooses to continue teaching his/her online education load, then a proportion of his/her absence equal to a proportion of his/her total online education load will be credited for purposes of days charged from regular sick leave.

#### 15.3 Bereavement Leave (Paid Leave)

A Unit Member shall be granted necessary leave of absence with full pay if such absence is due to the death of an immediate family member of the Unit Member.

The leave shall not exceed three (3) working days or five (5) working days if travel is in excess of 400 miles. Bereavement Leave is not charged to personal necessity leave.

The immediate family, as used in this section, shall include the spouse/domestic partner, child/stepchild, parent/step-parent, sibling/half-sibling, grand/great-grandparent, grand/great-grandchild, aunt or uncle, brother/sister-in-law, daughter/son-in-law, mother/father-in-law of the Unit Member or of the spouse/domestic partner of the Unit Member, or any other person for whom the Unit Member is legally responsible or any other member of the immediate household.

A Unit Member shall notify his/her department of the leave and, upon returning, shall complete the appropriate absence report.

Such leave shall be taken as soon after notification of death as possible, and no later than 10 working days.

Under special or unusual circumstances, and upon mutual agreement between the immediate supervisor and the Unit Member, leave may be taken at a later date than specified above, but in no event shall the leave be taken after one (1) year.

#### 15.4 Industrial Accident and Illness Leave

A Unit Member shall be entitled to industrial accident and illness leave under the following rules and regulations:

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- a) Accident or illness must have arisen out of and in the course of employment for the District and must be accepted as such by the District's third party Worker's Compensation administrator.
- b) Allowable leave shall be for up to 60 working days in any one (1) year for the same accident, and precedes the use of any regular sick leave.
- c) Allowable leave shall not be accumulated from year-to-year.
- d) Industrial Accident or Illness Leave of Absence shall commence on the first day of approved Industrial Accident/Illness Absence. Any days of absence associated with a claim for Industrial Accident/Illness that is not approved shall be charged against the Unit Member's sick leave.
- e) Payment for wages lost on any day shall not, when added to an award granted the Unit Member under the Worker's Compensation laws of the state, exceed the normal wage for the day.
- f) Industrial Accident Leave shall be reduced by one (1) day for each day of authorized absence regardless of a compensation award made under Workers' Compensation.
- g) When an Industrial Accident or Illness occurs at a time when the full 60 days shall overlap into the next year, the Unit Member shall be entitled to only the amount remaining at the end of the year in which the injury or illness occurred, for the same injury or illness.
- h) During any paid leave of absence, if the Unit Member receives payments from disability, he/she shall endorse to the District the temporary disability indemnity checks received due to the industrial accident or illness. The District in turn shall issue the Unit Member appropriate salary warrants for payment of salary, and shall make retirement and other authorized deductions.

### 15.5 Family Medical Leave

This provision shall be interpreted in a manner that is consistent with both state and federal statutes concerning family leave.

A Unit Member is eligible for leave if the Unit Member:

- a) Has been employed for at least 12 months and;
- b) Has been employed for at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave.

A Unit Member, if eligible, shall be granted up to 12 weeks of unpaid leave for any of the following purposes:

- a) The birth of a child or to care for a newborn of the Unit Member.
- b) The placement of a child with a Unit Member in connection with the adoption or foster care of a child.
- c) To care for a child, parent, or spouse who has a serious health condition.
- d) A serious health condition that makes the Unit Member unable to perform the functions of his/her position.
- e) Any period of incapacity due to pregnancy or for prenatal care.

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Although the District recognizes that emergencies arise which may require a Unit Member to request immediate leave, he/she is required to give as much notice as possible of his/her need for leave. However, if leave is foreseeable, at least thirty (30) days' notice is required.

A Unit Member's current medical benefits, if any, shall continue uninterrupted through the duration of the Family Medical Leave and the leave shall not constitute a break in service.

#### 15.6 Maternity Leave

A Unit Member is entitled to take up to six (6) months of unpaid leave during any period of disability due to pregnancy, childbirth, or related medical conditions. During any period of the six (6) months that the Unit Member is physically disabled and unable to perform her regular duties due to pregnancy, miscarriage, childbirth, or recovery there from, as certified by a physician, she shall be permitted to utilize her accrued sick leave. The six (6) months of leave provided for in this section shall be inclusive of any entitlement to leave under the Family Medical Leave.

A Unit Member requesting maternity leave shall specify, in writing, the length of the leave including the date on which the leave shall begin and the date on which duties are to be resumed and shall be determined by the Unit Member and the Unit Member's physician and be given to the division dean and the Office of Human Resources.

There shall not be discrimination against a Unit Member because of pregnancy in terms of compensation or conditions of employment nor shall she be discharged from employment.

### 15.7 Parental Leave

Parental leave means leave for the reason of the birth of a child or the Unit Member, or the placement of a child with a Unit Member in connection with the adoption or foster care of the child by the Unit Member. A Unit Member may use her/his sick leave for the purposes of parental leave for a period up to 12 weeks. Use of sick leave includes both fully paid sick leave and extended sick leave. A Unit Member will receive no less than fifty percent (50%) pay for parental leave. This leave runs concurrent with any parental leave pursuant to state and/or federal family leave. A Unit Member shall not be provided more than one (1) 12 workweek period for parental leave during any 12-month period.

#### 15.8. Leaves of Absence without Pay

The Board of Trustees may grant a leave of absence for one (1) year without pay to a Unit Member for special reasons acceptable to the Board of Trustees.

- a) Each request for leave shall be presented, in writing, to the Superintendent/President, or his/her designee, with a copy to the Unit Member's immediate supervisor.
- b) Such request shall include date(s) of leave and reason(s) for leave.
- c) The Unit Member, while on leave of absence without pay, shall not be employed by the District in any capacity.

#### 15.9 General Leaves

When no other leaves are available, a leave of absence may be granted to a Unit Member on a paid or unpaid basis at any time upon terms acceptable to the District and the Unit Member.

### 15.10 Military Leave

A Unit Member shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law rising out of the exercise of military leave.

#### 15.11 Judicial Leave

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Upon receipt of notification of a jury duty obligation to be served during working hours on days of assigned services, it is the obligation of a Unit Member to inform his/her immediate supervisor and the Office of Human Resources of the jury duty summons.

- a) A Unit Member shall reimburse the District Business Office any juror's fees received exclusive of the mileage received from the Judicial District.
- b) The District shall continue to pay a Unit Member his/her regular salary until the Court releases him/her.
- c) A Unit Member receiving compensation by the District must report to work during assigned working days and hours when not retained for jury duty, except a Unit Member on a late shift shall be excused from reporting to work on any working day when he/she is retained for jury duty.

A Unit Member shall be granted leave to appear as a witness in court, other than as a litigant, to serve on a jury or to respond to an official order from another governmental jurisdiction for reasons not brought about through the convenience or misconduct of the Unit Member.

a) A Unit Member shall receive regular pay less any amount received for jury or witness fees.

### 15.12 Catastrophic Illness Leave

Catastrophic Illness Leave is defined as an illness or injury that is expected to incapacitate the employee for an extended period of time and taking an extended leave creates a financial hardship for the Unit Member because he/she has exhausted all of his/her fully paid sick leave and any other available paid time off. This Catastrophic Leave provision does not apply to stress related illness, elective surgery, normal pregnancy, Worker's Compensation claims, disabilities resulting from alcoholism or drug addictions, intentionally self-inflicted injuries, or normal illness such as recurring colds, flu, allergies, headaches, etc.

a) Leave Bank

The District will maintain a Catastrophic Leave Bank comprised of sick leave voluntarily donated by Unit Members. All donations will be made to the Leave Bank, and may not be made to a specific Unit Member.

A Unit Member may donate sick leave in increments of days. The minimum donation is one (1) day of accumulated sick leave. The donation is irrevocable.

In order to be eligible to donate days of sick leave to the Leave Bank, the Unit Member making the donation must have a minimum of ten (10) days of regular or accumulated sick leave after making a donation.

b) Eligibility

In order to draw sick leave from the Leave Bank, the Unit Member must meet the following eligibility standards:

- 1) The Unit Member must have exhausted all fully paid sick leave
- 2) The requested days must be used only for the Unit Member's own catastrophic illness or injury.
- 3) Withdrawals from the Leave Bank will not cause a Unit Member to exceed his/her normal wage for the day (e.g., a Unit Member receiving differential leave under the extended illness provision may utilize only enough illness leave from the bank to achieve his/her regular pay).

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### c) Catastrophic Illness Leave Committee

A Catastrophic Illness Leave Committee (CLC) shall be established consisting of three (3) Unit Members appointed by the Association and two (2) District representatives appointed by the Superintendent/President or his/her designee. The CLC shall have the following authority and guidelines:

- 1) Receive and review all Catastrophic Illness Leave requests submitted by the Unit Members to the Office of Human Resources.
- All members of the CLC shall maintain confidentiality of the Unit Members requesting Catastrophic Illness Leave and any records presented to the CLC for review.
- 3) By majority vote, make final decisions regarding the granting of Catastrophic Illness Leave.
- 4) Failure to achieve a majority vote shall constitute a denial of the request for Catastrophic Illness Leave.
- d) Requests for Catastrophic Illness Leave Donations At the beginning of each academic year, the Office of Human Resources will notify all Unit Members of their right to donate to the Leave Bank (a copy of the form will be provided to the Association President). Unit Members, at the time of donating sick leave to the Leave Bank, will be required to sign a form indicating the amount of sick leave he/she is donating (the donation is irrevocable), and reminding the Unit Member that donating sick leave may affect his/her retirement under STRS and/or PERS.

### 15.12 Miscellaneous

The District will provide the Association with an annual report of the available leave in the Leave Bank at the beginning of each Fall.

The District will provide Unit Members with an annual report of Unused Regular and Extra Duty Sick Leave at the beginning of each Fall and Spring semester. This report will speak to all leaves, including annual leaves, accumulated sick leave, intersession sick leave, overload sick leave, and available personal necessity leaves (both specified and unspecified).

Periods of leaves of absence, paid or unpaid (less than one (1) year), shall not be considered to be a break in service for the Unit Member.

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# **ARTICLE 16 – NEGOTIATION PROCEDURES**

- 16.1 On or before March 1st of the calendar year in which this Agreement expires, the Board or its representative shall begin the negotiation process in good faith with the exclusive representative on negotiable items. Any Agreement reached between the Board and the exclusive representative shall be in writing and signed by them.
- 16.2 A vote on the Tentative Agreement shall occur at the next regularly scheduled meeting of each party, or at a special meeting called for that purpose within thirty (30) calendar days after authorized representatives of both parties present the proposed contract to their respective groups, whichever comes first. In no case shall either party be required to hold such a vote until seven (7) calendar days have elapsed after the signing of the Tentative Agreement unless they so desire. The ratification shall be by majority vote, both by the Board and the Association membership.
- 16.3 No vote of the Association membership can be compelled outside the confines of the Fall and Spring term.

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# **ARTICLE 17 – SUPPORT OF AGREEMENT**

- 17.1 The District and the Association agree that it is to their mutual benefit to encourage the resolution of differences by meeting and negotiating. Therefore, it is agreed that the District and the Association will support the terms of the Agreement. This in no way precludes either party from participating in those activities deemed necessary by the parties to plan and prepare for future agreements between the parties. There shall be no strike by the Association (excluding informational picketing) or lock out by the District for the duration of this Agreement, nor shall the Unit Members participate in any concerted activities against the Citrus Community College District that may be instituted by other units or organizations on the Citrus College campus.
- 17.2 Savings and Severability
  - 17.2.1 Should any court, arbitrator, or government agency of competent jurisdiction declare or determine any of the provisions of this Agreement to be illegal, invalid or unenforceable, the remaining parts, terms or provisions shall not be affected thereby and shall remain legal, valid, enforceable and binding.
  - 17.2.2 In the event of suspension or invalidation of any article or section of this Agreement, the parties agree to meet and confer within 30 days after such nation to begin the process of bargaining the replacement thereof.

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### **ARTICLE 18 – OVERLOAD BANKING**

- 18.1 A faculty member wishing to bank overload LHE must have the signed approval of the appropriate vice president on a completed banking application form. If a replacement is necessary at the time the banked leave is to be taken, the ability to participate in banking leave for semester leave purposes is contingent upon the assignment being filled by part-time staff. Participation in the banking program is contingent upon the appropriate vice president's certification that the program will not be jeopardized by the absence of the faculty member. After the request to bank overload LHE has been approved by the appropriate vice president, the form is sent to the Office of Human Resources, where the official records on banked overload LHE are kept.
- 18.2 The banking application must indicate when the faculty member plans to use the banked leave either on a partial basis or on a full semester basis. The maximum duration of a full-time release will be one semester.
- 18.3 The application for banking hours and the application to take a banked leave must be approved by the appropriate vice president. Only credit overload LHE may be considered for banking. If the date of use is unknown, the instructor must receive approval from the appropriate vice president at least one (1) year prior to the use of banked overload LHE. Exceptions may occur by mutual agreement. If a replacement is necessary, the assignment must be one that is replaceable by either an overload or adjunct assignment.
- 18.4 No more than 18 LHE of overload can be banked. Overload LHE will be banked and used at a ratio of six (6) to five (5). Up to eight (8) LHE of overload per semester can be considered for banking purposes. There is no expressed or implied guarantee that overload LHE will be\_available for "banking" in any given semester. For those academic employees whose assignment is not in the classroom, 6/5 of a regular semester assignment (expressed in hours rather than in units) is required to be banked in order to take a full or partial semester off.
- 18.5 If the original approved plan is interrupted in any way, the instructor must submit a revised plan to the appropriate vice president for approval.
- 18.6 At the time the faculty member is ready to take banked leave, he<u>/</u>she will send a request on the appropriate form to the appropriate vice president. The instructor's load is verified by the appropriate vice president. The banked overload LHE balance is verified by the Office of Human Resources. The request is then submitted to the Board for approval. Requests to take banked leave must be submitted for approval to the appropriate vice president more than one semester prior to the semester the faculty member wishes to take the leave.
- 18.7 If the faculty member decides not to take the leave, he/she shall be paid for the banked overload LHE at the overload salary rate in effect at the time the hours were banked. When the faculty member selects to take pay for banked LHE in lieu of leave, he/she will submit a memo through the appropriate vice president to the Office of Human Resources where the faculty member's banked LHE balance and amount due is verified. Fiscal Services will pay the faculty member the amount due from information provided by the Office of Human Resources.
- 18.8 If banked overload LHE is not used by the end of the seventh year after the banking begins, the faculty member shall be paid for the banked overload LHE at the overload salary rate in effect at the time the hours were banked.
- 18.9 The money the faculty member would have earned had he/she not banked the overload LHE will be held as a liability against the District until the banking contract is fulfilled. In the event that the banking contract is not fulfilled, the money will be surrendered to the faculty member or his or her estate at the overload rate in effect at the time the hours were banked. No interest will be paid on the banked hours overload LHE.

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- 18.10 There are no restrictions on the use of the released time; it may be used for professional or personal reasons.
- 18.11 Banking leave shall count toward retirement and be considered as regular service to the District for purpose of advancement on the salary schedule. The time on leave will not count toward sabbatical eligibility. The accumulated banked overload LHE and the resulting time off have no effect on medical benefits.
- 18.12 At the end of every fiscal year, the Office of Human Resources will send Fiscal Services a report of banked LHE for the year which includes: NAME, SOCIAL SECURITY NUMBER, SERVICE DATES, NUMBER OF LHE, and OVERLOAD RATE OF PAY. Fiscal Services will create a special account in which to track the required funds to cover the banked overload LHE.

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# **ARTICLE 19 – DURATION OF CONTRACT**

19.1 The term of this Agreement shall be from January 1, 2021 through December 31, 2023.

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### **ARTICLE 20 – EVALUATIONS**

#### 20.1 Introductions

The evaluation process is designed to promote professionalism, enhance performance and be closely linked with staff development efforts. The evaluation process should be effective in yielding a genuinely useful and substantive assessment of performance. Among other things, this requires an articulation of clear, relevant criteria on which evaluations will be based.

The principal purposes of the evaluation process are to recognize and acknowledge good performance, to enhance satisfactory performance, to help employees who are performing satisfactorily further their own growth, to identify weak performance, to assist employees in achieving needed improvement and to document unsatisfactory performance.

Participants in the evaluation process must be sensitive to the diversity of California and the community served by the District.

A faculty member's students, administrators, and peers should all contribute to his or her evaluation, but the faculty should play a central role in the evaluation process and, together with appropriate administrators, assume principal responsibility for the effectiveness of the process.

This Administrative Procedure supersedes any previous policies, procedures, and/or other documents related to faculty evaluation.

#### 20.2 Definitions

Regular Faculty: A tenured faculty member.

Contract Faculty: A probationary (non-tenured) faculty member who will serve a four (4) year probationary period, commencing with the Fall term of the first academic year in which the Contract Faculty Member serves at least seventy-five (75%) percent of the days considered a full-time assignment. A first year contract faculty member serves under a one-year contract; a second year contract faculty member serves under a second one-year contract and; a third year contract faculty member serves under a two-year contract completing the third and fourth years of the probationary period.

Preparation: A preparation is defined as a course with a distinct name, course number, and delivery method (e.g.: online education, learning communities).

20.3 Evaluation Criteria: Regular and Contract Faculty

The following 11 criteria are intended to delineate common areas of performance to be evaluated during both regular and contract faculty member evaluations. The criteria are not all inclusive, and are not intended to eliminate from consideration alternate standards of performance common to the profession.

These criteria will be most helpful if they are used as a basis for diagnosis and dialogue rather than as a basis for a judgment. The behavioral descriptions under each criterion are only examples. Evaluation teams that believe other behaviors are necessary for a particular area are encouraged to establish these with the evaluatee at the beginning of the process.

Faculty whose primary assignment is not in the classroom, should work with their evaluation teams in adapting these criteria to their professional responsibilities.

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1. Skill in Establishing Rapport/Trust

Effective faculty members create an environment of tolerance and trust in which students can gain the most information for their academic, career or life decisions.

- Responds appropriately to student requests/concerns.
- Demonstrates respect for students (active listening, respecting confidentiality).
- Is consistently available to meet with students during office hours or alternate times.
- Is aware of need to make referrals when advising is beyond scope of instructor.
- 2. Classroom Management Skills

Effective faculty members are able to guide class exercises and discussions using a combination of techniques while maintaining control of the class.

- Maintains control of the class.
- Maintains the lesson plan and instructional objectives while in class (controls distractions).
- Is available and willing to assist students when they work independently.
- Stimulates discussion through questions and/or small group activities.

### 3. Application of Learning Theory

Effective faculty members are aware of, and apply, learning theory in the design and delivery of course content. They may use a variety of teaching methods and classroom aids to maximize student learning.

- Creates a coherent framework that effectively guides the student through the content of the course.
- Illustrates key learning points.
- Employs teaching methods appropriate to individual differences.

### 4. Evaluation Skills

Effective faculty members provide students with opportunities both in and out of class to measure their progress.

- Provides a variety of opportunities to measure student progress.
- Is sensitive to students' self-esteem when evaluating their progress.
- Clarifies learning goals and establishes specific criteria for final grades, which are distributed to students at the beginning of the course as part of the Faculty Member's course syllabus.
- Clarifies the students' responsibilities for learning.

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5. Skill in Managing Time

Effective faculty members use time efficiently. This may mean adjusting the lesson quickly, promptly resolving student disruptions or distractions, or using an involving technique when student interest wanes. Effective faculty organize activities and time prior to arrival.

- Uses the full time allowed for class.
- Manages activities to make the best use of time for student learning.
- Paces content and maintains student interest.
- 6. Skill in Creating the Learning Environment Effective faculty members establish and maintain the correct psychological and physical learning environment from the outset of the course.
  - Specifies course expectations during first class session as identified in the course syllabus and reinforces expectations throughout the semester.
  - Sets and maintains high standards.
  - Provides sufficient and appropriate learning resources.
  - Is aware of need for appropriate physical environment
- 7. Adaptability and Flexibility

Effective faculty members are sensitive to the importance of the learning environment. They adapt to changes with a minimum of impact on their effectiveness. They are flexible enough to incorporate alternative teaching methods as needed.

- Can teach effectively in various settings.
- Uses current developments and student situations as learning opportunities.
- Maintains composure when confronted with unexpected circumstances.
- Clarifies concepts to facilitate student understanding.
- 8. Subject Area Knowledge and Continued Professional Growth Effective faculty members stay current in their discipline through reading, continuing formal education, seminars, professional organizations, etc. They realize the need to update their knowledge base.
  - Answers students' questions related to planned content.
  - Is willing to bring additional information to next class.
  - Is aware of current developments in subject area.
  - Reads pertinent professional publications.

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# 9. Course Conceptualization and Integration

Effective faculty members have a conceptual understanding of the positioning of their class inside the general curriculum and are able to integrate their course content to maximize student learning.

- Displays understanding of how course content fits into overall curriculum.
- Maintains awareness of courses preceding and following current course.
- Initiates curriculum changes to integrate course more effectively.
- Maintains standards consistent with equivalent courses.

# 10. Presentation Skills

Effective faculty members are competent presenters. They have acquired the basics of public speaking, which allow them to maximize the delivery of content. They present material in an interesting, informative manner.

- Avoids jargon or technical terms that students do not understand.
- Uses appropriate delivery skills (eye contact, gesture, body motion).
- Uses appropriate verbal skills (volume, tone, inflection).

### 11. Respect for Colleagues and the Teaching Profession Effective faculty members are involved in department affairs. This involvement gives faculty a broader perspective on curriculum design and allows them to develop collegial relationships.

- Attends staff development activities and department meetings as appropriate.
- Assists in curriculum/program development, program review, and evaluation.
- Uses department resources wisely.
- Responds on time to administrative requirements (attendance, grades, ordering supplies).
- Serves on department and college-wide committees.
- Takes a role in long-range planning.
- Acts in accordance with ethics of the profession.

# 20.4 Evaluation Process: Contract Faculty (Years 1, 2, and 3/4) Contract faculty shall be evaluated at least once during each year of probationary status. In the case of a contract faculty member hired initially in a spring semester, the annual evaluation process will commence in the succeeding fall semester.

Contract faculty evaluation is an extension of the hiring process during which contract faculty are integrated into the life of the college prior to becoming permanent faculty members of the college community. The decision to grant tenure is as important as the initial employment decision.

# a) Contract Faculty Evaluation Committee

The evaluation committee for a contract faculty member shall consist of two (2) tenured faculty members and the Faculty Member's dean, or the dean's designee. The two (2)

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faculty members shall preferably be selected from the Contract Faculty Member's subject area, or if that is not possible, from a closely related discipline. The Contract Faculty Member shall select one member of his/her evaluation committee, and the dean, or the dean's designee, shall select the second member of the Evaluation Committee. The evaluation committee selected during the Contract Faculty Member's first contract shall, to the extent it is possible, serve as the Evaluation Committee for each evaluation during the Contract Faculty Member's probationary status. The dean, or the dean's designee, shall serve as chair of the Evaluation Committee. The committee chair shall be responsible for maintaining the evaluation file. At the conclusion of the evaluation process, the file shall be returned to Office of Human Resources.

b) Components of the Evaluation

The evaluation of contract faculty shall include: 1) professional growth/self-evaluation report; 2) student evaluation; 3) classroom or other appropriate observation; 4) committee member review; 5) an instructor portfolio consisting of course syllabi, examples of tests and class handouts for each preparation; and, 6) any other components mutually agreed to by the Faculty Member and his/her evaluation committee.

c) Evaluation Timelines

The following timelines are directive in nature and not mandatory, except to the extent that a contract faculty member's evaluation must be completed by no later than the end of the fall semester of each contract year.

- 1. Mid-September: Evaluation Committee Formation The dean of each department or area, in consultation with the Office of Human Resources shall ensure that an evaluation committee is formed for each first contract faculty member and still in place for second and third contract faculty members.
- 2. October 1: Initial Evaluation Conference

The Evaluation Committee shall meet with the Contract Faculty Member to review the timelines and procedure for the evaluation. The evaluation criteria and the forms used will be reviewed. The Contract Faculty Member shall provide the Evaluation Committee with his/her instructor portfolio. By the conclusion of this meeting a schedule for classroom observations, the date for student evaluations, and the due date for the Contract Faculty Member to submit his/her Professional Growth/Self-Evaluation Report shall be agreed upon and set.

# 3. November: Classroom Observations

The evaluation committee shall conduct at least three (3) classroom observations. The classroom observations should be of distinct preparations unless the Contract Faculty Member has an assignment consisting of fewer than three (3) preparations. In such case, observations of at least three (3) different classes should be conducted. If a contract faculty member is assigned a lab or clinical time, at least one (1) observation will include lab or clinical time. For non-classroom faculty, the observations may include counseling appointments or other visitation of the Contract Faculty Member during assigned time. The classroom observations shall be conducted during the time-period established during the initial evaluation conference. Observations will be for a minimum of 40 minutes each. At the conclusion of an observation, the Evaluation Committee member is to complete the Faculty Observation Report Form.

4. Mid-November: Student Evaluations By the end of the first week in November, the Office of Human Resources will provide each dean with student evaluation packets for each contract faculty member to be evaluated. By mid-November, the dean will distribute the student evaluations consistent with departmental practice. The Contract Faculty Member

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being evaluated may not be present in the classroom while students are completing their evaluation. The student evaluations will be provided to the Contract Faculty Member at the end of the semester.

5. Early December: Evaluation Committee Meeting

The evaluation committee shall meet to review that all required forms have been completed, and that the Contract Faculty Member has provided the Evaluation Committee with his/her Professional Growth/Self-Evaluation Report. The evaluation committee, upon review of the entire evaluation file, shall prepare a final evaluation report utilizing the Contract Faculty Evaluation Summary Form.

In the event that the Evaluation Committee cannot reach a consensus as to the overall rating of the Contract Faculty Member, at least two (2) members of the Evaluation Committee must agree on the rating. Any member of the Evaluation Committee may submit a written report dissenting from the Contract Faculty Evaluation Summary prepared by the majority of the Evaluation Committee.

As part of the Contract Faculty Evaluation Summary, the Evaluation Committee shall:

- For a contract faculty member working under his/her first one-year contract or second one-year contract recommend to either: 1) not enter into a contract for the following academic year; 2) enter into a contract (one/two year) for the following academic year; or, 3) employ the Contract Faculty Member as a permanent employee for all subsequent academic years.
- For a contract faculty member completing the second year of his/her third contract (final year of probationary status) recommend either: 1) not employ the Contract Faculty Member as a permanent faculty member; or, 2) employ the Contract Faculty Member as a permanent (tenured) faculty member for all subsequent academic years.
- 6. Mid-December: Final Evaluation Conference At the final evaluation conference, the Evaluation Committee shall review its evaluation and recommendations with the Contract Faculty Member. A copy of all evaluation reports will be provided to the Contract Faculty Member.

In the event that the Evaluation Committee recommends that the Contract Faculty Member's contract not be renewed or that the Contract Faculty Member not be employed as a permanent faculty member, the recommendation will be forwarded to the Superintendent/President who shall determine whether to forward the recommendation to the Board of Trustees for final action

In the event that the Evaluation Committee's recommendation is not unanimous, the Superintendent/President shall, along with his/her recommendation, forward to the Board of Trustees any dissenting report prepared by an evaluation committee member and a copy of the contract faculty's evaluation packet. The Board of Trustees shall make the final decision with respect to the forwarded recommendation(s).

A recommendation from the Evaluation Committee to enter into a new contract for the ensuing year or in the case of the final year of contract faculty member's third contract that the contract employee be employed as a permanent faculty member for all subsequent academic years, shall be forwarded to the Superintendent/President. The Superintendent/President shall forward the Evaluation Committee's recommendation and his/her recommendation to the

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Board of Trustees. The Board of Trustees shall make the final decision with respect to the forwarded recommendation.

In the event of a recommendation not to enter into a contract for the following year or not to employ the Contract Faculty Member as a permanent member of the faculty, the effected contract faculty member may file a grievance in accordance with Education Code Section 87610.1

If a contract faculty member is evaluated as "Needs Improvement" with a recommendation to employ the Contract Faculty Member for the following academic year, the Evaluation Committee and the Contract Faculty Member shall develop a written improvement plan. The plan must have identifiable objectives and include the timelines within which each objective is to be achieved. At the conclusion of the timelines included in the plan for improvement, the Contract Faculty Member shall submit to the Evaluation Committee a written report outlining the steps taken by the Contract Faculty Member in compliance with the plan for improvement. The improvement plan, will be included as part of the Contract Faculty Evaluation Summary Form and will be part of the evaluation components for the Contract Faculty Member's next evaluation.

The chair will ensure that the evaluation file is sent to the Office of Human Resources.

- 20.5 Evaluation Process: Regular Faculty Regular faculty members shall be evaluated every third year unless there is a recommendation for further evaluation based on an "Unsatisfactory" evaluation.
  - a) Evaluation Committee

The composition of a regular faculty member's evaluation committee will be determined by the Regular Faculty Member, but should meet the following criteria:

- 1. There should be a maximum of two (2) faculty members and at least one (1) academic administrator on a team. The academic administrator shall be the faculty member's division dean. The faculty may include an additional academic administrator, faculty from another college, or faculty from another discipline. At the request of the Unit Member to be evaluated, the appropriate vice president may appoint a different academic administrator to serve as a member of the evaluation committee.
- 2. All faculty members of a team shall be tenured.
- b) Components of the Evaluation

The evaluation of regular faculty shall include: 1) professional growth/self-evaluation form; 2) student evaluation; 3) classroom or other appropriate observation; 4) committee member review; 5) an instructor portfolio consisting of course syllabi, examples of tests, and class handouts for each preparation; and, 6) any other components mutually agreed to by the Faculty Member and his/her evaluation committee.

- c) Evaluation Timelines
  - 1. End of September

The Office of Human Resources will provide each dean with a list of regular faculty members to be evaluated in the Spring semester.

2. End of Fall Semester

All regular faculty members to be evaluated in the Spring will complete the formation of his/her evaluation committee.

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# 3. March 1: Initial Evaluation Conference

The evaluation committee shall meet with the regular faculty member to review the timelines and procedure for the evaluation. The Evaluation Criteria and the forms used will be reviewed. The regular faculty member shall provide the Evaluation Committee with his/her instructor portfolio. By the conclusion of this meeting a schedule for classroom observations, the date for student evaluations, and the due date for the regular faculty member to submit his/her Professional Growth/Self-Evaluation Report shall be agreed upon and set.

# 4. April: Classroom Observations

The evaluation committee shall conduct at least three (3) classroom observations. The classroom observations should be of distinct preparations unless the regular faculty member has an assignment consisting of fewer than three (3) preparations. In such case, at least three (3) observations of different classes should be conducted. If a regular faculty member is assigned a lab or clinical time, at least one (1) observation will include lab or clinical time. For non-classroom faculty, the observations may include counseling appointments or other visitation of the regular faculty member during assigned time. The classroom observations shall be conducted during the time period established during the evaluation conference. Observations will be for a minimum of forty (40) minutes each. At the conclusion of an observation, the Evaluation Committee member is to complete the Faculty Observation Report Form.

### 5. Early April: Student Evaluations

By the end of the first week in April, the Office of Human Resources will provide each dean with student evaluation packets for each regular faculty member to be evaluated. By mid-April, the dean will distribute the student evaluations consistent with departmental practice. The regular faculty member being evaluated may not be present in the classroom while students are completing their evaluation. The student evaluations will be provided to the regular faculty member at the end of the semester.

# 6. May 1: Evaluation Committee Meeting

The evaluation committee shall meet to review that all required forms have been completed and that the regular faculty member has provided the Evaluation Committee with his/her Professional Growth/Self-Evaluation Report. The evaluation committee, in review of the entire evaluation file shall prepare a final evaluation report utilizing the Regular Faculty Evaluation Summary Form.

In the event that the Evaluation Committee cannot reach a consensus as to the overall rating of the regular faculty member, at least two (2) members of the Evaluation Committee must agree on the rating. Any member of the Evaluation Committee may submit a written report dissenting from the Regular Faculty Evaluation Summary prepared by the majority of the Evaluation Committee.

# 7. Mid-May: Final Evaluation Conference

At the final evaluation conference, the Evaluation Committee shall review its evaluation and recommendations with the regular faculty member. A copy of all evaluation reports will be provided to the regular faculty member.

If a regular faculty member is evaluated as "Needs Improvement" the Faculty Member shall prepare a plan for improvement and submit it to the Evaluation Committee. The evaluation committee shall review the plan and either approve the plan as submitted or request the regular faculty member to modify the plan consistent with its direction. The plan must have identifiable objectives and include the timelines within which each objective is to be achieved. At the conclusion of the timelines included in the plan for improvement, the Faculty Member shall

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submit to the Evaluation Committee a written report outlining the steps taken by the Faculty Member in compliance with the plan for improvement. The plan for improvement will be attached to the evaluation summary and will be used as part of the next regular evaluation of the Faculty Member.

If a regular faculty member is evaluated as "Unsatisfactory", the Faculty Member shall prepare a plan for improvement and submit it to the Evaluation Committee. The evaluation committee shall review the plan and either approve the plan as submitted or request the Faculty Member to modify the plan consistent with its direction. The plan must have identifiable objectives and include the timelines within which each objective is to be achieved. At the conclusion of the timelines included in the plan for improvement, the regular faculty member shall submit to the Evaluation Committee a written report outlining the steps taken by the Faculty Member in compliance with the plan for improvement. The plan for improvement shall be attached to the evaluation summary. The regular faculty member shall be evaluated the following spring semester consistent with the guidelines for the evaluation of a faculty member and shall also include under "Components of Evaluation" the plan for improvement.

At the conclusion of this meeting, the chair will ensure that the evaluation file is sent to the Office of Human Resources.

In the event there is a disagreement between a regular employee and the District concerning the evaluation process, the disagreement(s) may be addressed as a grievance under the contractual grievance procedure set forth in the current bargaining agreement between the District and the Association.

- 20.6 Special Provisions for Faculty Teaching Online Education In addition to the evaluation process set forth above, in the event that a contract or regular faculty member teaches online education courses, the following provisions will apply:
  - a) At least one (1) on-line class will be observed. The observation team will consist of one (1) evaluation committee member and the online education faculty coordinator. The online education faculty coordinator, unless a member of the Evaluation Committee, will have only an advisory role. The observation will include review of the online content, the navigability of the course site and student evaluation for the particular class.
  - b) Student evaluations will be completed on a form specifically designed for online education courses.
  - c) The online class may be used as one of the preparations for the required observations.

### 20.7 Evaluation Forms

The following forms are included as part of this Administrative Procedure:

- Contract Faculty Evaluation Forms
- Regular Faculty Evaluation Forms

These evaluation forms are the only versions approved for use, and shall not be changed without mutual agreement between the District and the Association.

- Form 1 Faculty Observation Instruction (Appendix H)
- Form 2 Faculty Observation Counselors (Appendix I)

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- Form 3 Faculty Observation Librarian (Appendix J)
- Form 4 Faculty Observation College Nurse (Appendix K)
- Form 5 Regular Faculty (Tenured) Evaluation Summary (Appendix L)
- Form 6 Contract Faculty (Non-Tenured) Evaluation Summary (Appendix M)
- Form 7 Professional Growth and Self-Evaluation Report (Appendix N)
- Form 8 Classroom Instruction Evaluation (Appendix O)
- Form 9 Student Evaluation of Counselor (Appendix P)
- Form 10 Student Evaluation of College Nurse (Appendix Q)
- Form 11 Student Evaluation of Librarian (Appendix R)
- Form 12 Online/Hybrid Instruction Evaluation (Appendix S)

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# APPENDICES

Full-Time Faculty Salary Schedule – Appendix A Full-Time Faculty Overload Salary Schedule – Appendix B Full-Time Faculty Intersession Salary Schedule - Appendix C Full-Time Faculty Administrative Leadership Program – Appendix D Full-Time Faculty or Staff Who Are Assistant Coach - Appendix E Full-Time Faculty Lab Supervisor Salary Schedule – Appendix F AP 3715 - Intellectual Property - Appendix G Faculty Observation Report – Instruction - Appendix H Faculty Observation Report - Counselor - Appendix I Faculty Observation Report – Librarian – Appendix J Faculty Observation Report – College Nurse – Appendix K Regular Faculty (Tenured) Evaluation Summary – Appendix L Contract Faculty (Non-Tenured) Evaluation Summary – Appendix M Professional Growth and Self-Evaluation Report – Appendix N Classroom Instruction Evaluation – Appendix O Student Evaluation of a Counselor – Appendix P Student Evaluation of a College Nurse - Appendix Q Student Evaluation of a Librarian – Appendix R Online/Hybrid Instruction Evaluation – Appendix S

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# FULL-TIME FACULTY SALARY SCHEDULE – APPENDIX A

Citrus Community College District January 1, 2021 through December 31, 2023

	LIFE CREDENTIAL OR Minimum Qualifications as defined by Education Code 87355 and 87356	Master's Degree including 40 Graduate Semester Units Beyond Bachelor's Degree	Master's Degree including 60 Graduate Semester Units Beyond Bachelor's Degree	Master's Degree including 80 Graduate Semester Units Beyond Bachelor's Degree	Doctorate
STEP	CLASS 1	CLASS 2	CLASS 3	CLASS 4	CLASS 5
1-3	\$61,154	\$64,661	\$68,169	\$71,673	\$75,587
4	\$64,330	\$67,839	\$71,346	\$74,850	\$78,764
5	\$67,508	\$71,015	\$74,522	\$78,031	\$81,945
6	\$70,689	\$74,195	\$77,702	\$81,207	\$85,121
7	\$73,868	\$77,373	\$80,878	\$84,388	\$88,302
8	\$77,044	\$80,550	\$84,056	\$87,563	\$91,477
9	\$80,220	\$83,728	\$87,233	\$90,741	\$94,655
10	\$83,396	\$86,903	\$90,411	\$93,919	\$97,833
11	\$86,578	\$90,083	\$93,588	\$97,099	\$101,013
12	\$89,757	\$93,261	\$96,766	\$100,276	\$104,190
13	\$92,939	\$96,440	\$99,944	\$103,452	\$107,366
14		\$99,619	\$103,124	\$106,631	\$110,545
17			\$106,302	\$109,809	\$113,723
20			\$109,482	\$112,985	\$116,899
23				\$116,164	\$120,078
26				\$119,342	\$123,256
29				\$122,519	\$126,433
32				\$125,696	\$129,610
35				\$128,876	\$132,790

Effective January 1, 2021, a two percent (2%) off-schedule payment will be paid to each Unit Member based on the Unit Member's placement on the regular salary schedule and shall be paid to the Unit Members as part of their regular pay. The payment shall end as of December 31, 2023. Effective January 1, 2021 to December 31, 2023; Board approved May 4, 2021

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# FULL-TIME FACULTY OVERLOAD SALARY SCHEDULE – APPENDIX B

Citrus Community College District

January 1, 2021 through December 31, 2023

	LIFE CREDENTIAL OR Minimum Qualifications as defined by Education Code 87355 and 87356	Master's Degree including 40 Graduate Semester Units Beyond Bachelor's Degree	Master's Degree including 60 Graduate Semester Units Beyond Bachelor's Degree	Master's Degree including 80 Graduate Semester Units Beyond Bachelor's Degree	Doctorate
	CLASS 1	CLASS 2	CLASS 3	CLASS 4	CLASS 5
STEP	Lecture*	Lecture*	Lecture*	Lecture*	Lecture*
1-3	\$1,131	\$1,196	\$1,261	\$1,326	\$1,398
4	\$1,190	\$1,255	\$1,320	\$1,385	\$1,457
5	\$1,249	\$1,314	\$1,379	\$1,444	\$1,516
6	\$1,308	\$1,373	\$1,437	\$1,502	\$1,574
7	\$1,367	\$1,431	\$1,496	\$1,561	\$1,633

\*Lecture Hour Equivalent

These rates of pay apply to semester length courses that are designed as lecture sections. The rate in each case is the amount paid for teaching one hour per week for one semester. (The lecture rate is derived by multiplying the corresponding rate on the Faculty Salary Schedule by 0.0185.) Effective January 1, 2021 to December 31, 2023; Board approved May 4, 2021

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# FULL-TIME FACULTY INTERSESSION SALARY SCHEDULE – APPENDIX C

Citrus Community College District

January 1, 2021 through December 31, 2023

	LIFE CREDENTIAL OR Minimum Qualifications as defined by Education Code 87355 and 87356	Master's Degree including 40 Graduate Semester Units Beyond Bachelor's Degree	Master's Degree including 60 Graduate Semester Units Beyond Bachelor's Degree	Master's Degree including 80 Graduate Semester Units Beyond Bachelor's Degree	Doctorate
	CLASS 1	CLASS 2	CLASS 3	CLASS 4	CLASS 5
STEP	Lecture*	Lecture*	Lecture*	Lecture*	Lecture*
1-3	\$1,131	\$1,196	\$1,261	\$1,326	\$1,398
4	\$1,190	\$1,255	\$1,320	\$1,385	\$1,457
5	\$1,249	\$1,314	\$1,379	\$1,444	\$1,516
6	\$1,308	\$1,373	\$1,437	\$1,502	\$1,574
7	\$1,367	\$1,431	\$1,496	\$1,561	\$1,633
8	\$1,425	\$1,490	\$1,555	\$1,620	\$1,692
9	\$1,484	\$1,549	\$1,614	\$1,679	\$1,751
10	\$1,543	\$1,608	\$1,673	\$1,738	\$1,810
11	\$1,602	\$1,667	\$1,731	\$1,796	\$1,868
12	\$1,661	\$1,725	\$1,790	\$1,855	\$1,927
13	\$1,719	\$1,784	\$1,849	\$1,914	\$1,986
14	\$1,719	\$1,843	\$1,908	\$1,973	\$2,045

\*Lecture Hour Equivalent

These rates are derived by multiplying the corresponding rate on the Full-Time Faculty Salary Schedule by 0.0185.

Effective January 1, 2021 to December 31, 2023; Board approved May 4, 2021

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### FULL-TIME FACULTY ADMINISTRATIVE LEADERSHIP PROGRAM – APPENDIX D

A Leadership Program for Full-Time Faculty Citrus Community College District January 1, 2021 through December 31, 2023

GENERAL Compensation based on \$61.16 per hour

(Including, but not limited to)

Staff Development Workshop Presenter, Staff Development Workshop Facilitator, Special Project, Testing Administrator, Accreditation Assistant, Substitute Hourly Rate

### INSTRUCTION AND STUDENT SERVICES Compensation based on \$61.16 per hour

(Including, but not limited to)

Forensics, Journalism, Study Abroad Lead, Instructional Lab Coordination, Program/Curriculum Development, Instructional Schedule Preparation, Adjunct Faculty Hiring and Orientation, Matriculation

### PERFORMING ARTS Compensation based on \$61.16 per hour

(Including, but not limited to)

Musician, Adjudicator, Judge, Theatrical Production Director

ADDITIONAL CONTRACT MONTHS Compensation based on additional contract month(s) or no	on-traditional schedule.
Assistant Athletic Directorplus 1 month (during the period of th	at assigned position)
Cosmetology Instructor	
Disabled Student Services Coordinator	plus 1 month
Extended Opportunities Programs & Services	plus 2 months
Learning Disabilities Coordinator	plus 1 month
Librarian	plus 1 month
Counselor	plus 1 month
Counselor (hired after 6/30/95)non-traditional schedule (175 days	s over 12-month period)

FULL-TIME FACULTY WHO ARE HEAD COACH Compensation based on season stipend and/or additional contract month(s)

Major Sports		
Basketball	\$5,461	plus .5 months
Track & Field	\$5,461	plus .5 months
Baseball	\$5,461	plus .5 months
Softball	\$5,461	plus .5 months
Volleyball	\$5,461	plus .5 months
Water Polo		
Cross Country	\$5,461	plus .5 months
Golf		
Soccer	\$5,461	plus .5 months
Swimming	\$5,461	plus .5 months
Tennis	\$5,461	plus .5 months

The District maintains the right to establish new or discontinue current positions. Effective January 1, 2021 to December 31, 2023; Board approved May 4, 2021

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### FULL-TIME FACULTY OR STAFF WHO ARE ASSISTANT COACH - APPENDIX E

(Classified Positions) Citrus Community College District January 1, 2021 through December 31, 2023

All full-time faculty members who are identified as an Assistant Coach will be paid a season stipend of \$7,213 for a major sport.

Major Sport \*Football Basketball Track & Field Baseball Softball Volleyball Water Polo Cross Country Golf Soccer Swimming Tennis

\*Only one full-time faculty member will act as the Number One Assistant Coach for Football. In addition to the season stipend, **.5 months** will be added to his/her basic contract.

No release time will be granted for assisting in any sport.

Effective January 1, 2021 to December 31, 2023; Board approved May 4, 2021

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# FULL-TIME FACULTY LAB SUPERVISOR SALARY SCHEDULE – APPENDIX F

For Full-Time Faculty Overload Citrus Community College District January 1, 2021 through December 31, 2023

	LIFE CREDENTIAL OR Minimum Qualifications as defined by Education Code 87355 and 87356	Master's Degree including 40 Graduate Semester Units Beyond Bachelor's Degree	Master's Degree including 60 Graduate Semester Units Beyond Bachelor's Degree	Master's Degree including 80 Graduate Semester Units Beyond Bachelor's Degree	Doctorate
STEP	CLASS 1	CLASS 2	CLASS 3	CLASS 4	CLASS 5
1	\$33.80	\$35.97	\$38.13	\$40.30	\$42.46
2	\$35.75	\$37.92	\$40.08	\$42.24	\$44.40
3	\$37.73	\$39.91	\$42.05	\$44.21	\$46.37

Effective January 1, 2021 to December 31, 2023; Board approved May 4, 2021

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#### CITRUS COMMUNITY COLLEGE DISTRICT ACADEMIC AFFAIRS

### AP 3715 INTELLECTUAL PROPERTY – APPENDIX G

References: 17 U.S. Code Sections 101 et seq.; 35 U.S. Code Sections 101 et seq.; 37 Code of Federal Regulations (C.F.R.) 1.1 et seq.

The intellectual property procedure shall be interpreted consistent with other District policies, including, but not limited to, the District's policy on academic freedom and federal and state statutes and regulations. This procedure shall also be interpreted consistent with all collective bargaining agreements.

#### Definitions

For the purposes of this procedure, the following definitions apply to the following words or phrases.

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

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

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

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

"Course Syllabus/Syllabi" means a document that includes information about the course, standards for student evaluation, and additional information which reflects the academic work of the faculty member.

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

"**Employee**" means an individual employed by the District, and shall include full-time and part-time faculty, classified staff, student employees, appointed personnel, persons with "no salary" appointments, and academic professionals, who develop intellectual property using District resources, unless there is an agreement providing otherwise.

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

**"Student"** means an individual who was or is enrolled in a class or program at the District at the time the intellectual property was created.

"**Student Employee**" means a student who is paid by the District, and may include students participating in a work study program or who receive stipends while they are acting within the scope of their employment at the District at the time the intellectual property was created.

"Substantial Use of District Resources" means use of District resources beyond the normal professional, technology, and technical support generally provided by the District and extended to an individual or individuals for development of a product, project, or program. The use of District resources

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must be important and instrumental to the creation of the intellectual property. The following do not constitute substantial use of the District's resources:

- 1) incidental use of District resources and/or
- 2) extensive use of District resources commonly available to District employees.

A substantial use of the District's resources shall be assumed in situations where the creator spends such time and energy in the creation of a work that results in a great reduction of the creator's teaching activity.

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

#### **Ownership of Intellectual Property**

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

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

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

**District Intellectual Property Rights** – The District owns all other intellectual property, including but not limited to patentable inventions, such as computer software, created by its employees under the following circumstances:

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

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

The Superintendent/President may waive the District's interests in its intellectual property by executing a written waiver.

**Student Intellectual Property Rights** – District students who created a work are owners of and have intellectual property rights in that work. District students own the intellectual property rights in the following works created while they are students at the District:

- 1) intellectual property created to meet course requirements using college or District resources, and
- 2) intellectual property created using resources available to the public.

Intellectual property works created by students while acting as District employees shall be governed under provisions for employees.

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### **Modification of Ownership Rights**

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

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

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

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

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

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

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

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

**Encoded Works/Software for Administrative Activities** – The District may hire an individual or entity to develop software or other encoded works, to be used in the District's administrative activities. The District

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shall maintain ownership of the intellectual property rights in such encoded works. Similarly, the District shall have ownership of the intellectual property rights in encoded works created by an employee, even where the work was created out of the employee's own initiative, if the work in related to the employee's job responsibilities. For example, if an employee in the student records office creates a software program, on his/her own initiative that will organize student records, such work is related to the employee's job duties and will belong to the District. Where an employee creates a program that does not relate to his/her job duties, and that program was created on the employee's own time, the work belongs to the employee.

**Collective Bargaining Agreement** – In the event the provisions of these procedures and the provisions of any operative collective bargaining agreement conflict, the collective bargaining agreement shall take precedence.

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

**Work Acquired by Assignment or Will** – The District may acquire copyrights by assignment or will pursuant to the terms of a written agreement or testament. The terms of such agreements should be consistent with District policies and these procedures.

### **Materials Implicating Third Party Rights**

District employees and students must comply with District policies and state and federal laws, including copyright and privacy laws, in creating works. District employees and students must obtain all required licenses, consents, and releases necessary to avoid infringing the rights of third parties.

### **Preservation of Intellectual Property Right**

**Protection of Rights** – The District shall undertake such efforts, as it deems necessary to preserve its rights in original works for which the District is the sole or joint owner of intellectual property rights. The District may apply for a patent, for trademark registration, for copyright registration, or for other protection available by law on any new work in which it maintains intellectual property rights.

**Payment of Costs** – The District may pay some or all costs required for obtaining a patent, trademark, copyright, or other classification on original works for which it exclusively owns intellectual property rights. If the District has intellectual property rights in a jointly owned work, the District may enter into an agreement with the joint owners concerning payment of such costs.

### **Commercialization of Intellectual Property**

**Right of Commercialization** – The District may commercialize its Intellectual Property using its resources or it may enter into agreements with others to commercialize the work as authorized by law.

**Distribution of Proceeds** – An employee who creates a work and retains an intellectual property interest in such work in which the District maintains intellectual property rights is entitled to share in royalties, licenses, and any other payments from commercialization of the work in accordance with applicable agreements and applicable laws. All expenses incurred by the District in protecting and promoting the work including costs incurred in seeking patent or copyright protection and reasonable costs of marketing the work, shall be deducted and reimbursed to the District before the creator is entitled to share in the proceeds.

### Notification

The District shall provide a copy of these Intellectual Property Procedures to persons upon request. The District shall arrange training on a periodic basis for faculty, staff and/or other persons who are covered by this Intellectual Property Procedure.

Board Approved	12/07/10
Desk Review	04/23/14
Desk Review	03/18/21

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### FACULTY OBSERVATION REPORT - INSTRUCTION - APPENDIX H

# Citrus Community College District

FACULTY MEMBER	DEPARTMENT				
TERM YEAR	COURSE	_ COURSE			
DAY/TIME	NUMBER OF STUDENTS	_ NUMBER OF STUDENTS PRESENT			
TEAM MEMBER	DEPARTMENT				
Did you have a preliminary conference with faculty	y member before visitation?	Yes ( )	No (	)	
Did the faculty member provide his/her portfolio for your review? Yes		Yes ( )	No (	)	
Do you believe that your visit was at a time when you were able to fairly judge the nature of the teaching/learning process? Yes ( )		Yes ( )	No (	)	

In addition to completing this Observation Report, please be prepared to comment on your observations in the Final Evaluation Conference with the faculty member and other members of the team.

- 1. What are the strengths of this individual's role as a teacher and faculty member?
- 2. What are the ways this individual could improve his/her role as a teacher and faculty member?
- 3. Provide an overall assessment of the student evaluations.
- 4. Provide an overall assessment of the professional growth activities.

Team Member's Signature

Date

Comments of Faculty Member, if any:

Faculty Member's Signature

Date

This is a confidential document. Please take extra precautions to assure its confidentiality.

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Please comment fully and specifically on any criterion marked Generally Disagree or Strongly Disagree. Mark N/A if not applicable or not observed.

Th	is Faculty Member:	Strongly Agree	Generally Agree	Generally Disagree	Strongly Disagree	N/A
1.	responds appropriately to questions and comments					
2.	listens and communicates effectively					
3.	maintains control of the class					
4.	stimulates discussion through questions and small group activities; encourages questions and discussion					
5.	illustrates key learning points & explains the material clearly					
6.	uses a variety of teaching methods and classroom aids					
7.	provides a variety of opportunities to measure student progress					
8.	clarifies learning goals and criteria for final grades in course syllabus					
9.	paces content and maintains student interest					
10	manages activities to make the best use of time for student learning					
11	provides sufficient and appropriate learning resources					
12	specifies course expectations in course syllabus					
13	maintains composure when confronted with unexpected circumstances					
14	checks to see if students understand material; stresses understanding as well as facts					
15	is current in the discipline and has kept the course content updated					
16	is willing to bring additional information to the next class					
17	initiates curriculum changes to keep the course effective					
18	maintains standards consistent with equivalent courses					
19	uses appropriate eye contact, gestures, and body language					
20	uses appropriate volume, tone, and inflection					
21	participates in department activities as appropriate; serves on department and college-wide committees					
22	responds on time to attendance, grades & ordering schedules					

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### FACULTY OBSERVATION REPORT - COUNSELOR - APPENDIX I

# Citrus Community College District

FACULTY MEMBER	_ DEPARTMENT			_	
TERM YEAR	_ COURSE				
DAY/TIME	_ NUMBER OF STUDENTS PRESENT				
TEAM MEMBER	DEPARTMENT				
Did you have a preliminary conference with faculty me	mber before visitation?	Yes (	)	No (	)
Did the faculty member provide his/her portfolio for your review? Yes (		Yes (	)	No (	)
Do you believe that your visit was at a time when you were able to fairly judge the nature of the teaching/learning process? Yes ( )		)	No (	)	

In addition to completing this Observation Report, please be prepared to comment on your observations in the Final Evaluation Conference with the faculty member and other members of the team.

- 1. What are the strengths of this individual's role as a counselor and faculty member?
- 2. What are the ways this individual could improve his/her role as a counselor and faculty member?
- 3. Provide an overall assessment of the student evaluations, if applicable.
- 4. Provide an overall assessment of the professional growth activities.

Team Member's Signature

Date

Comments of Faculty Member, if any:

Faculty Member's Signature

Date

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Please comment fully and specifically on any criterion marked Generally Disagree or Strongly Disagree. Mark N/A if not applicable or not observed.

This Faculty Member:	Strongly Agree	Generally Agree	Generally Disagree	Strongly Disagree	N/A
1. responds appropriately to questions and comments					
2. listens and communicates effectively					
3. maintains control of the environment					
4. is genuinely committed to resolving student's concerns					
5. employs methods appropriate to individual differences					
6. encourages independent and critical thinking					
<ol> <li>provides a variety of opportunities to measure student progress</li> </ol>					
8. clarifies goals with student					
9. is willing to bring additional information to the next meeting					
10. manages time well					
11. provides sufficient and appropriate learning resources					
12. has knowledge of assessment instruments and techniques					
13. maintains composure when confronted with unexpected circumstances					
14. can teach effectively in various settings					
15. has the necessary breadth of counseling knowledge					
16. acts in accordance with the ethics of the profession					
17. has knowledge of career resources					
18. fits the course into the overall curriculum					
19. presents advisement information clearly and accurately					
20. demonstrates appropriate teaching skills					
21. participates in department activities as appropriate; serves on department and college-wide committees					
22. attends to professional responsibilities in a timely manner					

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### FACULTY OBSERVATION REPORT – LIBRARIAN – APPENDIX J

# Citrus Community College District

FACULTY MEMBER	DEPARTMENT			
TERM YEAR	_ COURSE			
DAY/TIME	NUMBER OF STUDENTS PI			
TEAM MEMBER	DEPARTMENT			
Did you have a preliminary conference with faculty me	omber before visitation?	Yes ( )	No ( )	
Did the faculty member provide his/her portfolio for yo		Yes ( )		
Do you believe that your visit was at a time when you were able to fairly judge				
the nature of the teaching/learning process?	there also to railly judge	Yes ( )	No ( )	

In addition to completing this Observation Report, please be prepared to comment on your observations in the Final Evaluation Conference with the librarian/faculty member and other members of the team.

- 1. What are the strengths of this individual's role as a librarian and faculty member?
- 2. What are the ways this individual could improve his/her role as a librarian and faculty member?
- 3. Provide an overall assessment of the student evaluations, if applicable.
- 4. Provide an overall assessment of recent profession growth activities.

Team Member's Signature

Date

Comments of Faculty Member:

Faculty Member's Signature

Date

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Please comment fully and specifically on any criterion marked Generally Disagree or Strongly Disagree. Mark N/A if not applicable or not observed.

This Faculty Member:	Strongly Agree	Generally Agree	Generally Disagree	Strongly Disagree	N/A
1. responds appropriately to questions and comments					
2. listens and communicates effectively					
3. maintains control of the library/class					
<ol> <li>stimulates discussion through questions and small group activities; encourages questions and discussion</li> </ol>					
5. illustrates key learning points & explains the material clearly					
6. uses a variety of teaching methods and classroom aids					
<ol><li>provides a variety of opportunities to measure student progress</li></ol>					
8. is available to students and others in academic community					
9. paces content and maintains student interest					
10. manages activities to make the best use of time for student learning					
11. provides sufficient and appropriate learning resources					
12. is aware of need for appropriate physical environment					
13. maintains composure when confronted with unexpected circumstances					
14. checks to see if students understand material; stresses understanding as well as facts					
15. is current in the discipline/field					
16. is willing to research a question and provide additional information at a later time					
17. contributes to building, organizing and maintaining library holdings					
18. maintains library standards and policies					
19. uses appropriate eye contact, gestures, and body language					
20. uses appropriate volume, tone, and inflection					
21. participates in department activities as appropriate; serves on department and college-wide committees					
22. responds on time to attendance, grades & ordering schedules					

# FACULTY OBSERVATION REPORT – COLLEGE NURSE – APPENDIX K

# Citrus Community College District

FACULTY MEMBER		DEPARTMENT			_	
TERM	_ YEAR	COURSE				
DAY/TIME		NUMBER OF STUDENTS PRE	SENT_			
TEAM MEMBER		DEPARTMENT				
Did you have a preliminary conference v	with faculty mem	ber before visitation?	Yes (	)	No (	)
Did the faculty member provide his/her	portfolio for your	review?	Yes (	)	No (	)
Do you believe that your visit was at a ti the nature of the teaching/learning proce		ere able to fairly judge	Yes (	)	No (	)

In addition to completing this Observation Report, please be prepared to comment on your observations in the Final Evaluation Conference with the college nurse/faculty member and other members of the team.

1. What are the strengths of this individual's role as a college nurse and faculty member?

2. What are the ways this individual could improve his/her role as a college nurse and faculty member?

3. Provide an overall assessment of the student evaluations, if applicable.

4. Provide an overall assessment of recent profession growth activities.

Team Member's Signature

Comments of Faculty Member:

Faculty Member's Signature

Date

Date

This is a confidential document. Please take extra precautions to assure its confidentiality.

Please comment fully and specifically on any criterion marked Generally Disagree or Strongly Disagree. Mark N/A if not applicable or not observed.

This Faculty Member:		Generally Agree	Generally Disagree	Strongly Disagree	N/A
1. demonstrates currency and depth in the field of Health Services					
<ol> <li>demonstrates adequate knowledge of Student Health Center, state and local regulations, policies and procedures</li> </ol>					
<ol> <li>demonstrates adequate knowledge of state or federal laws that affect Student Health Centers and student programs</li> </ol>					
4. demonstrates adequate knowledge of District policies & procedures					
5. demonstrates proficient use of written and oral language					
<ol> <li>protects privacy of information and confidentiality of student health medical records per regulatory guidelines</li> </ol>					
<ol> <li>provides appropriate assessment, treatment, counseling, information or referrals for student health needs</li> </ol>					
<ol><li>responds in an appropriate and timely manner to the questions and health needs of students</li></ol>					
9. demonstrates professionalism and treats students respectfully					
10. relates appropriately to students with a variety of health concerns					
11. respects the diverse cultural backgrounds of students					
12. coordinates staffing to maintain coverage for hours of operation for the Student Health Center					
13. assists students appropriately in reaching their health goals, encouraging proactive and preventative health measures					
14. uses informational handouts and aftercare instructions in an effective way					
15. demonstrates patience & promptness in assessing student needs					
16. participates in professional development activities related to the Student Health Center					
17. communicates and works collegially with other faculty and staff					
18. meets obligations on time (e.g., flex reports, schedules)					
19. meets required regulatory agency reports in a timely manner (e.g., OSHA and Communicable Disease)					
20. demonstrates safe use and proper handling of materials, equipment, tools and college facilities					
21. participates in dept & college-wide committees as appropriate					
22. maintains educational and professional contacts with the community appropriate to her/his relevant professional commitments					

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# **REGULAR FACULTY (TENURED) EVALUATION SUMMARY – APPENDIX L**

# **Citrus Community College District**

Faculty Member Name: \_\_\_\_\_

Department:	
-------------	--

\_\_\_\_\_Academic Year: \_\_\_\_\_

The Evaluation Committee met with the Faculty Member on this date:

- □ Reviewed timelines, procedures, standards of evaluation, forms
- Faculty Member provided the Evaluation Committee with Portfolio (To include syllabus, examples of tests, and class handouts for each preparation)
- □ Schedule for Classroom Observations:

□ Date for Student Evaluations:

□ Date for Faculty Member to submit Self-Evaluation and Professional Growth:

# PREVIOUS EVALUATION:

Satisfactory

Needs Improvement+

 $\Box$  No previous evaluation

+ The written Improvement Plan from the previous evaluation will be included as part of the evaluation components for the Faculty Member's current evaluation.

The Evaluation Committee met on this date:

□ All Observations/Evaluation Forms are completed

□ Self-Evaluation and Professional Growth submitted to Evaluation Committee

□ Reviewed file and prepared Evaluation Summary

- Two members must agree on rating
- Any member may submit written report dissenting with majority

The Evaluation Committee met with the Faculty Member on this date:

- □ Reviewed all forms, overall assessment, commendations and recommendations with the Faculty Member
- □ Attached Faculty Member's Professional Growth Report and Self-Evaluation
- □ Provided a copy of all evaluation reports to Faculty Member

Team Chair shall be responsible for distributing the evaluation packet to the Faculty Member at the end of the semester, including the student evaluation summary and surveys. Only approved forms are to be used in this evaluation process.

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# **CURRENT EVALUATION:**

□ Needs Improvement \* □ Satisfactory □ Unsatisfactory \* A written Improvement Plan must be developed by the Faculty Member and submitted to the Evaluation Committee. The Plan is reviewed and approved as submitted OR the Faculty Member is requested to modify the plan consistent with its direction. The Improvement Plan is attached to this Evaluation Summary. • Plan contains identifiable objectives with timelines for each. · Faculty Member to submit to the Evaluation Committee a written report outlining the steps taken in compliance with the Plan. Improvement Plan will be included as part of the evaluation components for the next evaluation. Provide an overall assessment of the student evaluations: Provide an overall assessment of the professional growth activities: **Recommendation / Suggestion:** Commendation: Recommended date for next evaluation (or meeting for an Improvement Plan): SIGNATURES: Signed: I agree/dissent w/ team summary **Team Member** circle one Date Signed: I agree/dissent w/ team summary Team Member circle one Date Signed: I agree/dissent w/ team summary Team Chair circle one Date Signed: I agree/dissent w/ team summary circle one **Faculty Member** Date The Faculty Member signature indicates that he/she has read the Evaluation Summary, but it does not necessarily imply agreement.

For purposes of compliance with Education Code, this summary shall be considered part of the personnel file and, thus, the Faculty Member has the right to respond to any comment in this summary.

Signed:

**Appropriate Vice President** 

Date

Date received in Human Resources:

# CONTRACT FACULTY (NON-TENURED) EVALUATION SUMMARY – APPENDIX M

Citrus Community College Distric	t
Faculty Name:	Contract year #1234
	Academic Year:
	vith the Faculty Member on this date:
□ Reviewed timelines, pr	ocedures, standards of evaluation, forms
	ed the Evaluation Committee with Portfolio us, examples of tests, and class handouts for each preparation)
□ Schedule for Classroor	n Observations:
□ Date for Student Evalu	ations:
□ Date for Faculty Memb	er to submit Self-Evaluation and Professional Growth:
PREVIOUS EVALUATION:	$\Box$ Needs Improvement+ $\Box$ No previous evaluation
the Faculty Member's current evaluation	
	n this date:
□ All Observations/Evalu	ation Forms are completed
$\Box$ Self-Evaluation and Pr	ofessional Growth submitted to Evaluation Committee
<ul> <li>Two members mu</li> </ul>	ared Evaluation Summary st agree on rating submit written report dissenting with majority
The Evaluation Committee met w	vith the Faculty Member on this date:
□ Reviewed all forms, ov with the Faculty M	erall assessment, commendations and recommendations ember
□ Attached Faculty MemI	per's Professional Growth Report and Self-Evaluation
$\Box$ Provided a copy of all $\epsilon$	evaluation reports to Faculty Member
of the semester, including the	sible for distributing the evaluation packet to the Faculty Member at the end the student evaluation summary and surveys. be used in this evaluation process.

# **CURRENT EVALUATION:**

Satisfactory

□ Needs Improvement \*

□ Unsatisfactory

- \* A written Improvement Plan must be developed by Evaluation Committee and Faculty Member and attached.
  - Plan contains identifiable objectives with timelines for each.
  - Faculty Member to submit to the Evaluation Committee a written report outlining the steps taken in compliance with the Improvement Plan.
  - Improvement Plan will be included as part of the evaluation components for the next evaluation

Provide an overall assessment of the student evaluations:

Provide an overall assessment of the professional growth activities:

# **Recommendation / Suggestion:**

Commendation:

Recommended date for next Evaluation (or meeting for an Improvement Plan):

\_\_\_\_\_

# **CONTRACT RECOMMENDATION:**

□ Do not renew contract for the following academic year

This recommendation will be forwarded to the Superintendent/President who shall determine whether to forward the recommendation to the BOT for final action.

□ Renew contract (one/two year) for the following academic year

□ Employ contract Faculty Member as a permanent (tenured) Faculty Member for all subsequent academic years

### SIGNATURES:

Signed:		I agree/dissent w/ team summary	
U	Team Member	circle one	Date
Signed:		I agree/dissent w/ team summary	
-	Team Member	circle one	Date
Signed:		I agree/dissent w/ team summary	
-	Team Chair	circle one	Date
Signed:		I agree/dissent w/ team summary	
-	Faculty Member	circle one	Date

The Faculty Member signature indicates that he/she has read the Evaluation Summary, but it does not necessarily imply agreement.

For purposes of compliance with Education Code, this summary shall be considered part of the personnel file and, thus, the Faculty Member has the right to respond to any comment in this summary.

Signed:

Appropriate Vice President

Date

Date received in Human Resources:

# **PROFESSIONAL GROWTH AND SELF-EVALUATION REPORT – APPENDIX N**

## **Citrus Community College District**

NAME	DEPARTMENT
SEMESTER/ACADEMIC YEAR	DIVISION

Any content contained herein will be inclusive of activities since the last professional growth report. Include dates.

### I. PROFESSIONAL RESPONSIBILITIES

Complete the following information about your load this semester (Indicate the class title(s), check whether the class is a lecture, a lab, or an online class, whether it is overload, and indicate the number of students):

Class Title	Lecture	Lab	Online	Overload	# of students

# II. SERVICE TO COLLEGE

List and/or describe other college assignments, college/departmental committees in which you have been involved. This may include, but not be limited to, reassigned time or other similar assignment not reflected in load above.

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III. EDUCATIONAL AND PROFESSIONAL DEVELOPMENT Describe your educational development activities. This may include seminars, conferences, or courses, which you have attended or presented.

Describe your professional development activities. This may include community service, publications, research, the arts, or employment in the field.

IV. SELF-EVALUATION

Describe any new teaching techniques or approaches implemented, new courses taught, or other curricular development.

Identify areas that you want to improve or develop professionally.

Identify areas of strength as a Faculty Member.

Describe how you have used assessment of learning outcomes in your classroom/teaching.

Faculty Member Signature\_\_\_\_\_ Date\_\_\_\_\_

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### **CLASSROOM INSTRUCTION EVALUATION – APPENDIX O**

#### **Citrus Community College District** This course was well organized, understandable, and effective. 1. Comment: Response 1: Strongly Agree Count:\_\_\_\_ Response 2: Agree Count:\_\_\_\_ Count:\_\_\_\_ Response 3: No Opinion Response 4: Disagree Count:\_\_\_\_ Response 5: Strongly Disagree Count: 2. The instructor explained the course material and concepts clearly. Comment: Response 1: Strongly Agree Count: Response 2: Agree Count: Response 3: No Opinion Count:\_\_\_\_ Response 4: Disagree Count: Response 5: Strongly Disagree Count: 3. The instructor checked to see if students understood the material. Comment: Count:\_\_\_\_ Response 1: Strongly Agree Response 2: Agree Count:\_\_\_\_ Response 3: No Opinion Count:\_\_\_\_ Response 4: Disagree Count:\_\_\_\_ Response 5: Strongly Disagree Count:\_\_\_\_ 4. The instructor seemed well-informed in his/her subject area. Comment: Count:\_\_\_\_ Response 1: Strongly Agree Response 2: Agree Count: Response 3: No Opinion Count:\_\_\_\_ Response 4: Disagree Count:\_\_\_\_ Response 5: Strongly Disagree Count: 5. The instructor was enthusiastic in his/her classroom presentation. Comment: Response 1: Strongly Agree Count:\_\_\_\_ Count:\_\_\_\_ Response 2: Agree Response 3: No Opinion Count:\_\_\_\_ Response 4: Disagree Count:\_\_\_\_ Response 5: Strongly Disagree Count: The instructor stimulated interest in the subject. 6. Comment: Response 1: Strongly Agree Count: Response 2: Agree Count:\_\_\_\_ Response 3: No Opinion Count: Response 4: Disagree Count:\_\_\_\_ Response 5: Strongly Disagree Count:\_\_\_\_ 7. The instructor encouraged questions and discussions. Comment: Response 1: Strongly Agree Count: Count: Response 2: Agree Response 3: No Opinion Count: Response 4: Disagree Count:\_\_\_\_ Response 5: Strongly Disagree Count:\_\_\_\_

8.	-	was open to viewpoints other than his/her own.	
	Comment:		<b>o</b> <i>i</i>
		Strongly Agree	Count:
	Response 2: Response 3:		Count: Count:
	Response 4:		Count:
		Strongly Disagree	Count:
	10300130 0.	otrongly bisagree	000m
9.		set and maintained high standards of achievement.	
	Comment:		0
		Strongly Agree	Count:
	Response 2: Response 3:		Count: Count:
	Response 4:		Count:
		Strongly Disagree	Count:
	·		
10.		began class on time.	
	Comment:	Strongly Agroo	Count
	Response 1:	Strongly Agree	Count: Count:
	Response 3:		Count:
	Response 4:		Count:
		Strongly Disagree	Count:
11.		promoted appropriate student conduct in the classroom.	
	Comment:	Strongly Agroo	Counti
	Response 1: Response 2:	Strongly Agree	Count: Count:
	Response 3:		Count:
	Response 4:		Count:
		Strongly Disagree	Count:
12.		s syllabus was clear and accurately represented the	
	course.		
	Comment:	Strongly Agree	Count:
	Response 2:		Count:
	Response 3:		Count:
	Response 4:		Count:
		Strongly Disagree	Count:
40			
13.	The instructor Comment:	s assignments were clear.	
		Strongly Agree	Count:
	Response 2:		Count:
	Response 3:		Count:
	Response 4:		Count:
		Strongly Disagree	Count:
11	The instructor	provided reasonable time to complete acciments	
14.	Comment:	provided reasonable time to complete assignments.	
		Strongly Agree	Count:
	Response 2:		Count:
	Response 3:		Count:
	Response 4:		Count:
		Strongly Disagree	Count:

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15.	The exams were fair and ur	nderstandable.	
	Comment: Response 1: Strongly Agree	26	Count:
	Response 2: Agree		Count:
	Response 3: No Opinion		Count:
	Response 4: Disagree		Count:
	Response 5: Strongly Disa	igree	Count:
16.	The instructor returned assi Comment:	ignments and exams in a timely fashion.	
	Response 1: Strongly Agre	e	Count:
	Response 2: Agree		Count: Count:
	Response 3: No Opinion Response 4: Disagree		Count:
	Response 5: Strongly Disa	agree	Count:
17.	The instructor's system of g	-	
	Comment:	-	
	Response 1: Strongly Agre	ee	Count:
	Response 2: Agree Response 3: No Opinion		Count: Count:
	Response 4: Disagree		Count:
	Response 5: Strongly Disa	agree	Count:
18.	The instructor provided con	structive feedback,	
	Comment:		Count
	Response 1: Strongly Agre Response 2: Agree		Count: Count:
	Response 3: No Opinion		Count:
	Response 4: Disagree		Count:
	Response 5: Strongly Disa	igree	Count:
19.	The required text was impo Comment:	rtant to success in the class.	
	Response 1: Strongly Agre	e	Count:
	Response 2: Agree		Count:
	Response 3: No Opinion		Count:
	Response 4: Disagree Response 5: Strongly Disa	aree	Count: Count:
	Response 5. Strongly Dise	igi ee	Count
20.	office hours on campus, virt	e for personal consultation either through tual office hours, or by appointment.	
	Comment: Response 1: Strongly Agree	20	Count:
	Response 2: Agree		Count:
	Response 3: No Opinion		Count:
	Response 4: Disagree		Count:
	Response 5: Strongly Disa	agree	Count:
21.	The instructor responded to Comment:	emails or communication in a timely manne	r.
	Response 1: Strongly Agre	9e	Count:
	Response 2: Agree		Count:
	Response 3: No Opinion		Count:
	Response 4: Disagree		Count:
	Response 5: Strongly Disa	ເບເຍຍ	Count:

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22.	Comment:	d easy to navigate. (Distance Ed)	
	Response 1: Strongly Agree		Count:
	Response 2: Agree		Count:
	Response 3: No Opinion		Count:
	Response 4: Disagree		Count:
	Response 5: Strongly Disagree	<u>}</u>	Count:
23.	My reading ability was adequate Comment:	of or this course.	
	Response 1: Strongly Agree		Count:
	Response 2: Agree		Count:
	Response 3: No Opinion		Count:
	Response 4: Disagree		Count:
	Response 5: Strongly Disagree	ý	Count:
24.	My writing ability was adequate Comment:	for this course.	
	Response 1: Strongly Agree		Count:
	Response 2: Agree		Count:
	Response 3: No Opinion		Count:
	Response 4: Disagree		Count:
	Response 5: Strongly Disagree	<del>}</del>	Count:
25.	l was rarely absent. Comment:		
	Response 1: Strongly Agree		Count:
	Response 2: Agree		Count:
	Response 3: No Opinion		Count:
	Response 4: Disagree		Count:
	Response 5: Strongly Disagree	<del>)</del>	Count:
26.	The instructor used Canvas for Comment:	disseminating information.	
	Response 1: Strongly Agree		Count:
	Response 2: Agree		Count:
	Response 3: No Opinion		Count:
	Response 4: Disagree		Count:
	Response 5: Strongly Disagree	÷	Count:
27.	The instructor made use of Can Comment:	vas for posting grades.	
	Response 1: Strongly Agree		Count:
	Response 2: Agree		Count:
	Response 3: No Opinion		Count:
	Response 4: Disagree		Count:
	Response 5: Strongly Disagree	;	Count:
28	Enter any comments that you w	ould like to include in this evaluation	

28. Enter any comments that you would like to include in this evaluation. Comment:

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# STUDENT EVALUATION OF A COUNSELOR – APPENDIX P

# **Citrus Community College District**

# FOR EVALUATION OF THE COUNSELOR

This survey is given to learn how you view your counselor. Survey forms are confidential and anonymous. <u>When</u> <u>completed</u>, <u>please turn in this survey form to the Counseling Office secretary</u>. Thank you for your time.

Counselor Name:		Semester		Year: 20		
This Counselor:	Strongly Agree	Agree	No Opinion	Disagree	Strongly Disagree	N/A
1. made me feel comfortable and at ease						
2. was attentive and courteous						
3. assisted me in a professional and confidential manner						
4. was knowledgeable about the topics discussed						
5. checked to see if I understood the information given to me						
6. communicated effectively						
<ol> <li>was on time for my appointment</li> </ol>						
8. answered my questions to my satisfaction						
9. gave me his/her undivided attention						
10. made me feel that my concerns were important						
11. encouraged questions and discussions						
12. treated my personal issues with respect and understanding						
13. made suggestions on available options/referrals						
14. provided appropriate assessment, counseling, information or referral						
15. I would return to this counselor to be assisted with future counseling needs						

Please write additional comments here or on the back of the form.

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# STUDENT EVALUATION OF A COLLEGE NURSE – APPENDIX Q

# **Citrus Community College District**

# FOR EVALUATION OF THE COLLEGE NURSE

This survey is given to learn how you view your college nurse. Survey forms are confidential and anonymous. When completed, please turn in this survey form to the Health Center secretary. Thank you for your time.

lurse Name:		Semester:			Year: 20		
Th	is Nurse:	Strongly Agree	Agree	No Opinion	Disagree	Strongly Disagree	N/A
1.	made me feel comfortable and at ease						
2.	was attentive and courteous						
3.	assisted me in a professional and confidential manner						
4.	was knowledgeable about the topics discussed						
5.	checked to see if I understood the information given to me						
6.	communicated effectively						
7.	showed personal interest in assisting me with my health need and encouraged me to assume responsibility for my health and wellness						
8.	answered my questions to my satisfaction						
9.	gave me his/her undivided attention						
10.	made me feel that my concerns were important						
11.	encouraged questions and discussions						
12.	treated my personal issues with respect and understanding						
13.	made suggestions on available options/referrals						
14.	provided appropriate assessment, treatment, counseling, information or referral for my health care needs						
15.	I would return to this nurse to be assisted with future health care needs						

Please write additional comments here or on the back of the form.

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# STUDENT EVALUATION OF A LIBRARIAN – APPENDIX R

# **Citrus Community College District**

# FOR EVALUATION OF THE LIBRARIAN

This survey is given to learn how you view your librarian. Survey forms are confidential and anonymous. When completed, please turn in this survey form to the Reference Desk. Thank you for your time.

librarian Name:		Semester		Ye	ar: 20	
This Librarian:	Strongly Agree	Agree	No Opinion	Disagree	Strongly Disagree	N/A
1. made me feel comfortable and at ease						
2. was attentive and courteous						
3. assisted me in a professional and confidential manner						
<ol> <li>was knowledgeable about the topics discussed</li> </ol>						
5. checked to see if I understood the information given to me						
6. communicated effectively						
<ol><li>showed personal interest in assisting me with my needs</li></ol>						
8. answered my questions to my satisfaction						
<ol> <li>gave me his/her undivided attention</li> </ol>						
10. made me feel that my concerns were important						
11. encouraged questions and discussions						
12. treated me with respect and understanding						
<ol> <li>made suggestions on available options/referrals</li> </ol>						
14. provided appropriate information or referral						
15. I would return to this librarian in the future						

Please write additional comments here or on the back of the form.

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# **ONLINE/HYBRID INSTRUCTION EVALUATION – APPENDIX S**

### **Citrus Community College District**

1.	This course wa	as well organized, understandable, and effective.			
	Response 1:	Strongly Agree	Count:		
	Response 2:	Agree	Count:		
	Response 3:	No Opinion	Count:		
	Response 4:	Disagree	Count:		
	Response 5:	Strongly Disagree	Count:		
2.	The instructor Comment:	explained the course material and concepts clearly.			
	Response 1:	Strongly Agree	Count:		
	Response 2:	Agree	Count:		
	Response 3:	No Opinion	Count:		
	Response 4:	Disagree	Count:		
	Response 5:	Strongly Disagree	Count:		
3.	The instructor Comment:	checked to see if students understood the material.			
	Response 1:	Strongly Agree	Count:		
	Response 2:	Agree	Count:		
	Response 3:	No Opinion	Count:		
	Response 4:	Disagree	Count:		
	Response 5:	Strongly Disagree	Count:		
4.	The instructor Comment:	seemed well-informed in his/her subject area.			
	Response 1:	Strongly Agree	Count:		
	Response 2:	Agree	Count:		
	Response 3:	No Opinion	Count:		
	Response 4:	Disagree	Count:		
	Response 5:	Strongly Disagree	Count:		
5.	The instructor's	s presence in the course was enthusiastic.			
	Response 1:	Strongly Agree	Count:		
	Response 2:	Agree	Count:		
	Response 3:	No Opinion	Count:		
	Response 4:	Disagree	Count:		
	Response 5:	Strongly Disagree	Count:		
6.	The instructor Comment:	stimulated interest in the subject.			
	Response 1:	Strongly Agree	Count:		
	Response 2:	Agree	Count:		
	Response 3:	No Opinion	Count:		
	Response 4:	Disagree	Count:		
	Response 5:	Strongly Disagree	Count:		
7.	The instructor encouraged questions and discussions between the student and the instructor and between students. Comment:				
	Response 1:	Strongly Agree	Count:		
	Response 2:	Agree	Count:		
	Response 3:	No Opinion	Count:		
	Response 4:	Disagree	Count:		
	Response 5:	Strongly Disagree	Count:		

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8. The instructor was open to viewpoints other than his/her own. Comment: Response 1: Strongly Agree Count: Response 2: Agree Count: Response 3: No Opinion Count: Response 4: Disagree Count: Response 5: Strongly Disagree Count: 9. The instructor set and maintained high standards of achievement. Comment: Response 1: Count: Strongly Agree Response 2: Agree Count: No Opinion Response 3: Count: Response 4: Disagree Count: Strongly Disagree Response 5: Count: 10. The instructor made the Canvas shell for the course available on the first day and updated/made content available in a timely fashion. Comment: Response 1: Strongly Agree Count: Response 2: Agree Count:\_\_\_\_ Response 3: No Opinion Count:\_\_\_\_ Response 4: Disagree Count:\_ Response 5: Strongly Disagree Count: 11. The instructor promoted appropriate student conduct in the online environment. Comment: Response 1: Strongly Agree Count: Response 2: Agree Count: Response 3: No Opinion Count: Response 4: Disagree Count: Response 5: Strongly Disagree Count: 12. The instructor's syllabus was clear and accurately represented the online course policies and requirements. Comment: Response 1: Strongly Agree Count: Response 2: Agree Count: Response 3: No Opinion Count: Response 4: Disagree Count: Response 5: Strongly Disagree Count: 13. The instructor's assignments were clear and accurately represented the online requirements. Comment: Response 1: Strongly Agree Count: Response 2: Agree Count: Response 3: No Opinion Count: Response 4: Disagree Count:\_\_\_\_ Response 5: Strongly Disagree Count:\_\_\_\_ 14. The instructor provided reasonable time to complete assignments. Comment: Response 1: Strongly Agree Count:\_ Response 2: Agree Count: Response 3: No Opinion Count: Response 4: Disagree Count: Response 5: Strongly Disagree Count:

15. The exams and/or major writing assignments were fair and understandable. Comment: Response 1: Strongly Agree Count: Response 2: Count: Agree Response 3: No Opinion Count: Response 4: Disagree Count: Response 5: Strongly Disagree Count: 16. The instructor provided feedback and grades on assignments and exams in a timely fashion. Comment: Response 1: Strongly Agree Count: Response 2: Agree Count: No Opinion Response 3: Count: Response 4: Disagree Count: Response 5: Strongly Disagree Count:\_\_\_\_ 17. The instructor's system of grading was fair and grades were provided and regularly updated in the Canvas gradebook. Comment: Response 1: Strongly Agree Count:\_\_\_\_ Response 2: Agree Count:\_\_\_\_ Response 3: No Opinion Count: Response 4: Disagree Count: Response 5: Strongly Disagree Count: 18. The instructor provided constructive feedback, Comment: Response 1: Strongly Agree Count: Response 2: Agree Count: No Opinion Response 3: Count: Response 4: Disagree Count:\_\_\_\_ Response 5: Strongly Disagree Count: 19. The required text was important to success in the class. Comment: Strongly Agree Response 1: Count: Response 2: Agree Count: Response 3: No Opinion Count: Response 4: Disagree Count: Strongly Disagree Response 5: Count: 20. The instructor was available for personal consultation either through office hours on campus, virtual office hours, or by appointment. Comment: Response 1: Strongly Agree Count: Count:\_\_\_\_ Agree Response 2: Response 3: No Opinion Count:\_\_\_\_ Response 4: Disagree Count: Response 5: Strongly Disagree Count:\_\_\_ 21. The instructor responded to emails or communication in a timely manner (within 48 hours). Comment: Response 1: Strongly Agree Count: Response 2: Agree Count: Response 3: No Opinion Count: Response 4: Disagree Count: Response 5: Strongly Disagree Count:

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22.	My reading ab Comment:	ility was adequate for this course.	
	Response 1:	Strongly Agree	Count:
	Response 2:	Agree	Count:
	Response 3:	No Opinion	Count:
	Response 4:	Disagree	Count:
	Response 5:	Strongly Disagree	Count:
23.	My writing abil Comment:	lity was adequate for this course.	
	Response 1:	Strongly Agree	Count:
	Response 2:	Agree	Count:
	Response 3:	No Opinion	Count:
	Response 4:	Disagree	Count:
	Response 5:	Strongly Disagree	Count:
24.	I rarely missed Comment:	d weekly requirements in my online course.	
	Response 1:	Strongly Agree	Count:
	Response 2:	Agree	Count:
	Response 3:	No Opinion	Count:
	Response 4:	Disagree	Count:
	Response 5:	Strongly Disagree	Count:
25.	The instructor grades/feedba	used Canvas for organizing course content and providing ack.	
	Response 1:	Strongly Agree	Count:
	Response 2:	Agree	Count:
	Response 3:	No Opinion	Count:
	Response 4:	Disagree	Count:
	Response 5:	Strongly Disagree	Count:

26. Enter any comments that you would like to include in this evaluation. Comment:

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Collective Bargaining Agreement Between Citrus College Faculty Association/Community College Association/ California Teachers Association/National Education Association (CCFA/CCA/CTA/NEA) And Citrus Community College District January 1, 2021 through December 31, 2023

#### APPROVED

musia By

President, Board of Trustees Citrus Community College District

2 By: Robert Sammis (May 11, 2021 13:59 PDT)

Chief Negotiator for Board of Trustees Citrus Community College District

Date: 10/5/2021

May 11, 2021 Date:

Bv <sup>.</sup>	David Ryba (Aug 36, 2021 17:40 PDT)	
-,.	President, Citrus College Faculty	3122.0

Aug 26, 2021 Date:

Aug 26, 2021

President, Citrus College Faculty Association/Community College Association/ California Teachers Association/National Education Association

Dave Brown By: \_\_\_\_

Chief Negotiator, Citrus College Faculty Association/Community College Association/ California Teachers Association/National Education Association

Approved by the Board of Trustees

**Citrus Community College District** 

Date: May 4, 2021

Date:

Ratified by the Citrus College Faculty Association/ Date: <u>May 7, 2021</u> Community College Association/California Teachers Association/National Education Association This page intentionally left blank.

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