

Los **R**ios **C**ommunity **C**ollege **D**istrict

Collective Bargaining Agreement With

Los **R**ios **C**ollege **F**ederation of **T**eachers

Local 2279, American Federation of Teachers, AFL-CIO

July 1, 2008 – June 30, 2011

**2008-2011 Los Rios Community College District Agreement
With
Los Rios College Federation of Teachers,
Local 2279, American Federation of Teachers, AFL-CIO**

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Article 1

Recognition

The Los Rios Community College District (District) confirms its recognition of the Los Rios College Federation of Teachers, Local 2279, AFT/AFL-CIO (LRCFT or Federation), as the exclusive representative for the bargaining unit whose membership is comprised of all the faculty of the Los Rios Community College District except those who:

- a. primarily perform managerial, supervisory or confidential duties, or
- b. day-to-day substitutes

"Faculty" or "faculty member" means those employees of a community college district who are employed in academic positions that are not designated as supervisory or management. Faculty include, but are not limited to, classroom faculty, librarians, counselors, college nurses, disabled student programs and services professionals, extended opportunity programs and services professionals, coordinators and individuals employed to perform a service that, before July 1, 1990, required non-supervisory, non-management community college certification qualifications. (Education Code §87003.)

Further, the parties agree to meet in an attempt to reach a consent agreement as to any changes in the above-defined unit prior to requesting the Public Employment Relations Board to rule on the matter.

Article 2

Salaries

2.1 Salary Schedules — Improvements

Salary and other benefit improvements for unit members are described in Appendices A and B.

2.2 Stipends

2.2.1 LRCFT and District representatives shall meet as needed to discuss the possible addition, modification or deletion of stipends or stipend categories. Such review shall consider the modification to or the development of criteria and work requirements expected for the stipend payment as well as the funding source for any additional cost.

2.2.1.1 Regardless of the funding source for a stipend payment, such payment shall follow the guidelines, criteria and compensation levels described in Appendix A or as developed during the term of this contract.

2.2.1.2 New stipends may be requested through the appropriate college administrator by completion of a Faculty Stipend Evaluation Criteria form. (See Appendix C)

2.2.2 Athletics
Coaching stipend compensation shall be as indicated in Appendix A.

2.2.3 Performing Arts
The District shall provide stipends and/or load equity for performing arts faculty, as specified in Appendix A.

2.2.4 Department Chair Stipends
The Department Chair Stipend Schedule appears in Appendix A. (An explanation of the pay structure can be found in Appendices A and G.)

2.2.4.1 Department Chairs are elected by the department and recommended to the College President for approval.

2.2.4.2 The level of stipend is dependent upon the criteria listed in Appendix G.

2.2.4.3 Responsibilities and Duties
The Department Chair serves as a liaison between the department members and the college administration. Directly responsible to the Dean of an area / division, the Department Chair assists and advises in performing department-related duties as requested. The primary role of a Department Chair is that of a liaison between the department and the Area Dean. The Department Chair gains consensus among department members and represents the department to the college

community. The Department Chair effectively communicates faculty issues and concerns to the Area Dean. The Department Chair also facilitates communication, coordination, and cooperation among faculty within the department.

The Department Chair engages in multiple tasks that are normally beyond the responsibilities of a regular faculty member. For example, Department Chairs assist in recommending to the Academic Senate President faculty appointments to hiring and peer review committees. Other duties may include, but are not limited to:

- 2.2.4.3.1 Advising and assisting in the preparation of departmental proposals or requests relating to curriculum; scheduling; staffing; budgeting; facilities planning and utilization; instructional materials for the department, such as textbooks, films and other items that augment the instructional program; as well as initiating and coordinating the completion of program review and departmental planning in a timely manner.
- 2.2.4.3.2 Assisting in the recruitment, hiring process, mentoring and evaluation of faculty and substitutes.
- 2.2.4.3.3 Serving as presiding officer at department meetings.
 - 2.2.4.3.3.1 The Department Chair shall call regular meetings of the department members.
 - 2.2.4.3.3.2 Special meetings may be called by the Department Chair and shall be called at the request of one-third (1/3) of the department members.
 - 2.2.4.3.3.3 The Department Chair shall issue at least five (5) calendar days' written notice of regular meetings to all department members. Whenever reasonable, written notice shall be given of special meetings.
- 2.2.4.3.4 Deriving department consensus and communicating resulting recommendations with specified timelines to the administration.
 - 2.2.4.3.4.1 The administration shall notify the Department Chair through the Area Dean of issues on which input is

sought and allow a reasonable time for response. The Area Dean should make every effort to anticipate these issues at the annual planning meeting ([see Section 2.2.4.7](#)).

- 2.2.4.3.4.2 While the Department Chair is the formal channel for communicating to the administration department consensus on issues identified by faculty of that department, this does not preclude the right of department faculty to communicate to the administration directly.
 - 2.2.4.3.5 The Department Chair represents the department as needed in coordination and liaison with college committees, college advisory committees, articulation councils/committees, other educational institutions and governmental agencies, and for other duties as agreed.
- 2.2.4.4 The position of Department Chair is an auxiliary position assumed at the employee's discretion and is not a mandatory assignment.
- 2.2.4.5 Each April, the Department Chair shall receive an annual review of performance by the Area Dean (or designee) that is separate from the faculty feedback received by the faculty. The Area Dean will use the same feedback form as the faculty and note via his/her signature and date that it is the Department Chair's performance review. In the case of an unsatisfactory performance review, the College President may declare a vacancy and request a special election to recommend a replacement. The Department Chair performance review by the Area Dean will not be included in the personnel file.
- 2.2.4.6 The department members will be provided an opportunity to provide the Department Chair input through the annual submission of the Department Chair Feedback Form. The Area Dean will distribute the feedback form to all full-time faculty members of the department in March of each year. The Area Dean will collect the Department Chair Feedback Forms and give them to the Department Chair by April 1st each year. The Department Chair Feedback Forms are confidential between the faculty and the Department Chair only and will not be included in the individual's personnel file.
- 2.2.4.7 The Area Dean and the Department Chair shall meet at least annually at a mutually agreed upon time to review the Department Chair's responsibilities and performance expectations for the following academic year. If additional

requests, from or through the department faculty, are made during the year that will substantially increase the Department Chair's responsibilities, the Department Chair and Area Dean will meet to discuss and reprioritize the tasks within the originally assigned workload.

2.2.4.8 Elections/Recall/Vacancies

2.2.4.8.1 The Area Dean shall be responsible for conducting regular and special Department Chair elections in his/her respective instructional areas. In March of odd numbered years, the Area Dean shall notify department members that elections are to be conducted in April and that department members may choose to run for Department Chair or submit nominations of other department members.

2.2.4.8.1.1 Department Chair elections shall be held in April of each odd-numbered year.

2.2.4.8.1.2 Department Chairs shall be elected for a two (2) year term beginning the fall semester following the election.

2.2.4.8.1.3 There are no term limitations for incumbent Department Chairs.

2.2.4.8.1.4 Qualified candidates (tenured or third and fourth year tenure-track faculty) shall be placed on the ballot at his/her request or upon nomination by another department member with the concurrence of the nominee in accordance with Section 8.6.5.

2.2.4.8.1.5 Voting shall be by secret ballot distributed to all eligible voters (tenured and tenure-track faculty have one (1) vote) at least three (3) working days before the voting deadline. At least two (2) faculty members should be present to tally the paper ballots or verify electronic results. Tie votes may be resolved by a coin toss.

2.2.4.8.1.6 The candidate receiving a simple majority of votes cast shall be recommended to the College President for appointment. If the

College President does not accept the recommendation, another candidate will be selected by election and recommended to the College President.

2.2.4.8.2 Recall petition may be obtained from the Area Dean's office.

2.2.4.8.2.1 In order to initiate a recall, the petition must be returned within thirty (30) calendar days and signed by one-third (1/3) of the department's eligible voters. The Area Dean shall be responsible for verifying petition signatures.

2.2.4.8.2.2 Within thirty (30) calendar days of receipt of a verified petition, the Area Dean shall conduct a recall election. If there is a two-thirds (2/3) majority for recall, the position shall be declared open and a special election held in compliance with [Section 2.3 of P-7614](#).

2.2.4.8.3 A special election shall be held within thirty (30) days of any vacancy.

2.2.4.8.4 If a vacancy is created by the recall or declared by the College President, an incumbent may be re-elected.

2.2.4.8.5 If the remaining term is one (1) semester or less (excluding summer), the replacement shall automatically serve the succeeding term.

2.2.4.8.6 If the remaining term is more than one (1) semester (excluding summer), the special election shall apply only to the remainder of that term.

2.2.5 All Department Chair stipends shall be improved as stated in [Appendix A](#).

2.3 **Special Project Payment**

Payment to a regular or part-time faculty member for a non-classroom assignment which is not part of regularly assigned professional duties and responsibilities and is performed outside the regularly scheduled work day or work year may be paid on an hourly basis or an agreed upon fixed payment. Either form of payment may be used for a special project activity whether such services are paid from general purpose funds, categorical or grant funds. Refer to District policies and regulations for payment or compensation provisions. These payment provisions also apply to special projects assigned to adjunct faculty. A list of ancillary activities

(Employment Service Agreements Ancillary Activities) will be maintained in Human Resources and is available in [Appendix C](#).

2.4 Employee Categories

2.4.1 Regular Faculty Member

A person who is employed in a regular position for more than sixty percent (60%) workload and who has been declared a first-year contract, a second-year contract, a third and fourth year contract, or a tenured employee by the Los Rios Board of Trustees (Board).

2.4.2 Part-Time Tenured Faculty Member

A person who is employed in a position for not more than a sixty percent (60%) workload and who was granted tenure by the Board.

2.4.3 Adjunct Faculty Member

A person who is employed in a faculty position for not more than a sixty percent (60%) workload and who has not obtained first-year contract, second-year contract, third and fourth year contract, or tenured status.

2.4.4 Long-Term Temporary Faculty Member

A person who is employed in a faculty position that:

2.4.4.1 is regularly filled by a tenured employee who is temporarily absent, and

2.4.4.2 in a position of more than a sixty percent (60%) workload, and

2.4.4.3 who has not obtained first-year contract, second year contract, third and fourth year contract, or tenured status.

2.4.5 Categorically-Funded Temporary Faculty Member

A person who:

2.4.5.1 is in a faculty position of more than a sixty percent (60%) workload, and

2.4.5.2 is funded from categorical funds, and

2.4.5.3 has employment rights different from those provided by the Education Code for employee categories 1.1 and 1.2.

2.5 Salary Schedules

2.5.1 All employees will be paid according to earned step and class placement on the appropriate salary schedule. The salary schedules listed below are included in Appendix A.

Salary Schedule A-164 For tenured or tenure-track faculty working a 164-day work year.

Salary Schedule A-164	For tenured or tenure-track librarians working a 164-day work year at 7.5 hours per day.
Salary Schedule A-174	For tenured or tenure-track faculty working a 174-day work year.
Salary Schedule B-1	For adjunct faculty or overload payments for classroom lecture and laboratory assignments.
Salary Schedule B-2	For adjunct faculty or overload payments for assignments based on a 174-day work year at 7.5 hours per day.
Salary Schedule B-3	For adjunct faculty or overload payments for assignments based on a 164-day work year at 7.5 hours per day.

2.5.2 Salary schedules shall be improved pursuant to terms defined in **Appendix A**.

2.5.3 *Pay Periods and Voluntary Deductions*

2.5.3.1 Basic Payment Schedule – Academic Year or Fiscal Year
The District shall schedule payments for services rendered in an academic or fiscal contract year over twelve (12) pay periods for regular faculty. However, faculty members working over a ten-month period (academic year) may elect to receive salary payments over a ten-month period. If this election is made, all voluntary deductions, including credit union deductions, will be scheduled over the ten-month pay period.

2.5.3.2 Initial Payroll Check
Other than regular faculty who have a fiscal year contract, the initial payroll check for the academic/contract year shall be distributed on September 1. If the academic calendar is modified so that classes begin in September, LRCFT and District representatives shall discuss the distribution of the initial payroll check.

2.6 Eligibility for Step Placement and Advancement on Salary Schedules A

2.6.1 Regular faculty employees, part-time tenured employees, and temporary faculty employees employed by the District before July 1, 1980, and with continued employment rights as of fall semester 1980, will retain step placement on the appropriate Salary Schedule A until additional step placement is earned in accordance with Section 2.6.3.

2.6.2 Effective July 1, 1980, all faculty employees who meet the requirements for placement on the appropriate Salary Schedule A and who do not qualify for placement as provided in Section 2.5.1 will be placed initially at the appropriate step based on experience.

- 2.6.2.1 Appropriate step shall be determined upon documentation of past teaching/occupational experience submitted at the time the employee is processed for employment and prior to Board action.

All newly-employed faculty who are employed in a position for more than a sixty percent (60%) workload or who have been approved as first-year contract employees by the Board shall be eligible for step placement credit.

- 2.6.2.2 Step placement credit for elementary, high school, and college teaching experience and full-time paid vocational experience shall not, in total, exceed a maximum initial placement on the appropriate salary schedule of step 7 for 2002/2003 and step 8 beginning 2003/2004. Step placement credit shall be granted in accordance with the following procedures:

2.6.2.2.1 Step placement credit for elementary, high school, accredited college, and university teaching experience shall be granted for verified full-time (100%) academic year experience at the rate of one (1) step for each teaching year. This shall include concurrent part-time certificated work at multiple districts, which is equivalent to full-time work in an academic year.

2.6.2.2.2 Accumulated part-time certificated work experience at an accredited college or university, converted to full-time equivalent will be used for up to one (1) year of credit toward initial salary placement beginning in 2002/2003 and up to two (2) years of credit toward initial salary placement beginning 2003/2004.

2.6.2.2.3 Step placement credit for full-time paid occupational experience shall be granted for experience that is directly related to the job assignment at the rate of one (1) step for each completed year of verified occupational experience.

2.6.2.2.4 All experience must be verified in writing by an authorized representative of the public or private institutions, or the equivalent for self-employed individuals, prior to receiving any consideration for step placement credit.

2.6.2.2.5 Step placement credit excludes the following experience:

- a) Experience as a practice/student teacher, nurse, researcher, librarian, counselor and/or the equivalent;

- b) Experience as an intern;
- c) Experience as an assistant to a teacher, counselor, researcher, librarian, nurse and/or the equivalent where duties are basically as a facilitator or as an aide in the performance of such duties;
- d) Experience as a teaching assistant where the aggregate accumulated annual formula hours teaching load is less than the equivalent of one (1) hour full-time experience of a teacher, counselor, researcher, librarian, nurse or the equivalent, employed by the Los Rios Community College District or less than one (1) year full-time experience at the college where teaching assistant experience was gained.

2.6.2.3 All newly employed faculty who meet the requirements for step placement on the appropriate faculty salary schedule will be placed initially at the appropriate step based on experience, in accordance with Section 2.6.2 above. (See Section 2.9.2)

2.6.2.4 Appropriate step placement shall be determined based on documentation of past teaching/occupational experience submitted at the time the employee is processed for employment.

2.6.2.5 All newly employed faculty who do not meet the eligibility requirements of Section 2.6.2 shall be placed at Step 1.

2.6.3 An increase of one (1) step placement shall be granted the semester after the completion of the specified full-time (100%) assignment, excluding summer service, special project activities and overload assignments, with the Los Rios Community College District.

2.6.3.1 After completion of the full-time assignment, the effective date of the increase of one (1) step placement is as follows:

<u>Employee Category</u>	<u>Salary Step Effective Date</u>
Academic Year Work Year	at the beginning of the fall semester or spring semester
Fiscal Year Work Year	as of July 1 or January 1

2.6.3.2 A maximum of three (3) unpaid regular service days within the defined work year may be incurred without affecting salary step advancement. Any portion of unpaid regular service days (loss of pay hours and/or % reduced load) shall accumulate and be calculated into regular service days. If more than three (3)

unpaid regular service days are accumulated within a year from the last step advancement, the next salary step advancement will be withheld until 1.0 annual FTE is worked from the last step increment. Future step advancement will occur annually based on the new step increment semester, assuming no more than three (3) unpaid regular service days are incurred.

- 2.6.3.3 If any unpaid work days in a fiscal/academic year are a result of a disciplinary action, no step placement shall be granted for the following year.

2.7 Eligibility for Step Placement and Advancement on Salary Schedule B

- 2.7.1 Adjunct faculty, full-time (100%) regular faculty employed for overload assignments, and full-time (100%) long-term temporary faculty employed for overload assignments shall initially be placed at Step 1 on Salary Schedule B-1, B-2, or B-3.
- 2.7.2 One (1) step placement for service credit shall be granted effective the semester or summer term following the completion of the typical amount of either formula hours or work hours performed by regular tenured or tenure-track faculty.
 - 2.7.2.1 For Salary Schedule B-1 — Each block of 30 formula hours of work performed at the Salary Schedule B-1 rate.
 - 2.7.2.2 For Salary Schedule B-2 — 1305 hours of work performed at the Salary Schedule B-2 rate (174 days at 7.5 hours per day).
 - 2.7.2.3 For Salary Schedule B-3 — 1230 hours for work performed at the Salary Schedule B-3 rate (164 days at 7.5 hours per day).
- 2.7.3 Only work performed in the Los Rios Community College District at the particular Schedule B rate counts towards the related Schedule B service credit.
- 2.7.4 Salary schedule step placement, once earned, will be forfeited in the amount of one (1) step for every two (2) years when a voluntary break in service occurs. Failure to accept a written offer of assignment constitutes a voluntary break in service.
- 2.7.5 All written offers of employment on Salary Schedule B shall be accompanied by either an hourly salary schedule or a semester salary schedule by percent FTE.

2.8 Initial Class Placement on Salary Schedules A and B

- 2.8.1 Faculty employed by the District before July 1, 1980, and with continued employment rights as of fall semester 1980, will retain class placement on the appropriate salary schedule until additional class placement is earned in accordance with Section 2.8.3.

- 2.8.2 Newly employed faculty shall be placed in the appropriate salary class based on education.
 - 2.8.2.1 Appropriate class shall be determined based upon the documentation of educational achievement submitted at the time the employee is processed for employment and prior to Board approval.
- 2.8.3 All faculty members shall be granted class placement credit for upper division class units, graduate units and advanced degrees completed at a college or university fully accredited in accordance with Title V, Section 53406, the American Bar Association, or the California Bar Association as follows:
 - 2.8.3.1 *Initial Placement*
 - 2.8.3.1.1 *Class I*— Bachelor's Degree but fewer than thirty (30) semester units completed beyond a Bachelor's Degree, or less than a Bachelor's Degree.
 - 2.8.3.1.2 *Class II*— Master's Degree.
 - 2.8.3.1.2.1 Bachelor's Degree and thirty (30) semester units beyond a Bachelor's Degree.
 - 2.8.3.1.2.2 Associate of Arts Degree or Associate of Science Degree and ninety (90) semester units beyond an Associate of Arts Degree.
 - 2.8.3.1.3 *Class III*— Master's Degree and twenty-four (24) semester units beyond a Master's Degree.
 - 2.8.3.1.3.1 Bachelor's Degree and fifty-four (54) semester units beyond a Bachelor's Degree.
 - 2.8.3.1.4 *Class IV*— Master's Degree and forty-eight (48) semester units beyond a Master's Degree.
 - 2.8.3.1.4.1 Bachelor's Degree and seventy-eight (78) semester units beyond a Bachelor's Degree.
 - 2.8.3.1.5 *Class V*— In addition to meeting all requirements in Class IV, the possession of an earned Doctoral Degree under the following provisions and those in Section 2.8.3:

2.8.3.1.5.1 Doctoral Degrees must be earned in a field directly related to the initial assignment.

2.8.3.2 *Alternate Initial Placement for Career and Technology Faculty Hired Under Education Code 53410 (Tech/Voc)*

2.8.3.2.1 *Class I* — Associate of Arts, Associate of Science, or Bachelor's Degree.

2.8.3.2.1.1 Faculty hired under Education Code 53410 who possess a Bachelor's Degree plus two (2) years of full-time equivalent employment in the discipline being taught; or

2.8.3.2.1.2 Faculty hired under Education Code 53410 who possess an Associate of Arts Degree or Associate of Science Degree plus six (6) years of full-time equivalent employment in the discipline being taught.

2.8.3.2.2 *Class II* — Master's Degree.

2.8.3.2.2.1 Faculty who possess a Bachelor's Degree and who have completed thirty (30) semester units beyond a Bachelor's Degree.

2.8.3.2.2.2 Faculty who possess a Bachelor's Degree plus two (2) years of full-time equivalent employment in the discipline being taught and who have completed twelve (12) units of education coursework in teaching methodology (see Section 2.8.3.2.2.3.1); or

2.8.3.2.2.3 Faculty who possess an Associate Degree plus six (6) years of full-time equivalent employment in the discipline being taught and who have completed thirty (30) units beyond the Associate Degree, including twelve (12) units of education coursework in teaching methodology (see Section 2.8.3.2.2.3.1).

2.8.3.2.2.3.1 Approved coursework in teaching methodology includes

the twelve (12) units of education coursework required for the CSUS Community College Faculty Preparation Certificate or the California Adult/Vocational Education Subjects Designated Teaching Credential. Human Resources will determine equivalencies for those with similar units (i.e., out of state).

2.8.3.2.2.4 Faculty in the careers and technology area who possess a valid, 100% life credential in the discipline being taught.

2.8.3.2.2.4.1 Years of experience used to obtain the careers and technology credential cannot be used for step placement.

2.8.3.2.3 *Class III* — Master's Degree and twenty-four (24) units beyond a Master's Degree.

2.8.3.2.3.1 Faculty who possess a Bachelor's Degree and who have completed fifty-four (54) semester units beyond a Bachelor's Degree.

2.8.3.2.3.2 Faculty who possess a Bachelor's Degree and who have completed twelve (12) units of education coursework in teaching methodology (Section 2.8.3.2.2.3.1) and an additional forty-eight (48) units beyond the Bachelor's Degree.

2.8.3.2.3.3 Faculty who possess a 100% life credential for careers and technology subjects (See Section 2.8.3.2.2.4) and who have completed twenty-four (24) semester units beyond a life credential.

2.8.3.2.4 *Class IV*— Master’s Degree and forty-eight (48) units beyond a Master’s Degree.

2.8.3.2.4.1 Faculty who possess a Bachelor’s Degree and who have completed seventy-eight (78) units beyond a Bachelor’s Degree.

2.8.3.2.4.2 Faculty who possess a Bachelor’s Degree and who have completed twelve (12) units of education coursework in teaching methodology (Section 2.8.3.2.2.3.1) and an additional sixty-six (66) units beyond the Bachelor’s Degree.

2.8.3.2.4.3 Faculty who possess a 100% life credential for careers and technology subjects (See Section 2.8.3.2.2.4) and who have completed forty-eight (48) semester units beyond a life credential.

2.8.3.2.5 *Class V*— In addition to meeting all requirements in Class IV, the possession of an earned Doctoral Degree under the following provision and those in Article 2.8.3:

2.8.3.2.5.1 Doctoral Degrees must be earned in a field directly related to the initial assignment.

2.8.4 A faculty member desiring to adjust his/her placement due to the new Associate’s Degree/Vocational Credential and other changes in language pursuant to Section 2.8.3 shall notify the Human Resources Office in writing by August 15 and provide supporting documentation of any potential salary class changes in order to receive an increase for the current academic year. Failure to submit the necessary information by August 15 will cause a forfeiture of the potential placement change for that academic year. Official transcripts and/or advanced degrees must be on file in the Human Resources Department within sixty (60) days after the class placement adjustment becomes effective.

2.8.4.1 Individuals with degrees from foreign institutions must have his/her transcripts/degrees evaluated by a Foreign Degree Evaluation Service to determine his/her equivalency to a U.S. regionally accredited institution.

2.8.5 Vocational faculty who receive a 100% life credential based on years of experience cannot use the same years for step advancement.

- 2.8.6 For faculty members new to the District, official college transcripts and/or advanced degrees and/or occupational experience must be on file in the District Human Resources Office within sixty (60) days after the first day of employment with the District.

2.9 Salary Schedule Class Adjustments — Schedules A and B

- 2.9.1 Faculty members who have academic year schedules and who are currently employed by the District shall have class placement adjustments made effective at the beginning of the fall semester. Faculty members who have fiscal year schedules and who are currently employed by the District shall have class placement adjustments made effective July 1.
- 2.9.2 In order for faculty members to receive class placement adjustments, evidence of work completed must be on file by August 15 for adjustment to be effective for the academic or fiscal year. Evidence shall be documents issued by the fully accredited institutions and faculty members shall certify accuracy. Official college transcripts and/or advanced degrees must be on file in the District Human Resources Office within sixty (60) days after the class placement adjustment becomes effective. Adjustments required by documentation provided after the sixty (60) day period will be made at the beginning of the next semester of employment.
- 2.9.3 Credit for class advancement will be granted according to Section 2.8.3 provisions and the criteria listed on the form, [Application for Credit for Salary Schedule Advancement for Lower Division Units and Non-Academic Activities](#). This form is available at the instructional office at each college and in Appendix C. Credit will be given in accordance with the dates described in Section 2.9.1 above for verification received after the sixty-day verification period has expired.
- 2.9.4 For faculty currently employed by the District who gain a change in status, official copies of college transcripts and/or advanced degrees and/or occupational experience must be on file in the District Human Resources Office within sixty (60) days after either the first day of employment with the District or the change in status. After that period has expired, credit will be given in accordance with the dates described in Sections 2.6.2 and 2.9.1.

2.10 Longevity Service

- 2.10.1 After twenty (20) years of full-time service with Los Rios Community College District, a longevity factor will be provided to the regular faculty employee, which is four percent (4%) of the member's appropriate range and step. The increase in salary for the longevity factor shall occur at the beginning of the succeeding academic/contract year or semester after the qualifying years of service are completed.
 - 2.10.1.1 Qualifying years of service are based upon service earned as defined in Sections 2.6.3 and 2.7.2.

A maximum of three (3) unpaid work days within a fiscal/academic year will be permitted for calculation of fulfilling the annual service requirement for the longevity factor.

- 2.10.2 A twenty (20) year longevity factor for less than full-time (100%) tenure-track and adjunct faculty shall be provided after the equivalent of a minimum 300 instructional formula hour block or the equivalent for non-teaching faculty employees has been completed in the Los Rios Community College District. The increase in salary for the longevity factor shall occur only at the beginning of the semester after the qualifying years of service are completed.
- 2.10.3 When a regular full-time tenured or tenure-track faculty member transfers from another employee unit of the Los Rios Community College District, the related cumulative years of regular paid service credit which were earned by the employee under another unit or collective bargaining contract shall be retained. Cumulative years of qualifying service as defined in each of the collective bargaining agreements with LRCCD shall be combined with qualifying faculty service earned as provided in this contract. The increase in salary for the longevity factor shall occur only at the beginning of the semester after the qualifying years of service are completed.

2.11 Repayment of Money Owed to District

If monies are paid to an employee in excess of the appropriate amount, the employee is liable and responsible to repay the overpayment to the District. The employee shall bring the overpayment to the attention of the District Payroll Office as he/she discovers the overpayment. When the District discovers the error, the Payroll Office shall notify the employee of the amount and nature of the overpayment. The parties agree to the same four-year statute of limitations based on Civil Code regarding overpayments except in cases of fraud or other criminal intent.

- 2.11.1 If any one of the following conditions applies, the money owed to the District shall be deducted from the next payroll warrant scheduled to be paid to the employee:
 - 2.11.1.1 If the employee is notified of the error within seven (7) working days of the date the overpayment is made, followed up by written confirmation from the District; or
 - 2.11.1.2 If the overpayment is \$200 or less; or
 - 2.11.1.3 If the overpayment is the result of overuse of leave privileges; or
 - 2.11.1.4 If the overpayment is an extraordinary amount that the employee would have reasonably been expected to recognize.
- 2.11.2 Any overpayment amount or condition not falling into any of the above categories will be deducted from future salary warrants at a minimum rate of twenty percent (20%) of the employee's monthly gross pay or the agreed-upon repayment terms.

- 2.11.2.1 If an employee terminates employment with the District before the overpayment has been repaid, the remaining balance owed to the District will be deducted in full from the final pay warrant. If the amount owed exceeds the final pay warrant, the remaining amount due shall be repaid to the District within thirty (30) days.
- 2.11.2.2 During any period that the employee is not receiving monthly salary payments, the employee will continue any repayment plan by remitting the appropriate payment to the District Payroll Office by the fifth day of each month.
- 2.11.3 Requests for alternate payment plans may be submitted to the Director of Accounting Services. The decision to allow an alternate payment plan shall be based on any factors deemed relevant by the Director of Accounting Services.
- 2.11.4 Disputes regarding overpayments shall be subject to the grievance procedure at Step 3 only. There shall be no appeal to an arbitrator or the Board.
- 2.11.5 The District and/or the employee, without LRCFT representation, may pursue other legal methods of resolution of a dispute regarding the debt.
- 2.11.6 Nothing in this article shall preclude an employee from voluntarily agreeing to repayment of the debt in larger increments than stated herein.

Article 3 Fringe Benefits and Retirement

3.1 Health/Medical and Dental Insurance

- 3.1.1 The District shall provide health/medical and dental coverage through plans recommended by the representatives on the District Insurance Review Committee and adopted by the District for the following categories of eligible employees:
- 3.1.2 All tenured and tenure-track faculty are eligible to participate in the health/medical or dental plans offered by the District.
- 3.1.3 Adjunct faculty with a semester assignment of at least thirty percent (30%) of full-time (.30 FTE) or a minimum of four and one-half (4.5) formula hours are eligible to participate in the health/medical and dental plans offered by the District after successful completion of such assignment during two (2) of the last five (5) semesters.

3.2 District Contribution Levels – Tenured and Tenure-Track Faculty

- 3.2.1 For tenured and tenure-track faculty with an assignment of fifty percent (50%) of full-time (.50 FTE) or greater, the established District contribution levels as described in Appendix A for health/medical and dental coverage shall be applied toward the premium cost of the selected plan(s).
- 3.2.2 For tenured and tenure-track faculty with an assignment of less than fifty percent (50%) of full-time (under .50 FTE), the District shall make a pro-rata contribution of the established District contribution levels for insurance coverages based upon the percentage of the reduced assignment level to full-time. The District contribution shall be applied towards the insurance premium cost of the employee's selected plan(s).
- 3.2.3 The District will pay the stated contribution for the employee as long as he/she remains in paid status. Premium contribution for nine-, ten- and eleven-month regular employees will be paid by the District during regular non-pay months.
- 3.2.4 Unit members who terminate employment by other than retirement may be eligible to continue in the District health/medical policies of the District in accordance with policy provisions at the member's own expense (via COBRA).

3.3 District Contribution Levels & Eligibility – Adjunct Faculty

- 3.3.1 Adjunct faculty are eligible to participate in the District's medical and dental plans provided they are not covered by other insurance as an employee, spouse, or dependent and regardless of whether such coverage is fully or partially paid by another employer. In order to participate, the

adjunct faculty member must meet eligibility requirements described in this article.

- 3.3.2 For adjunct faculty with a semester assignment of sixty percent (60%) of full-time (.60 FTE) or nine (9.0) formula hours, the established District contribution levels as described in Appendix A for medical and dental coverage shall be applied toward the premium cost of the selected plans(s).
- 3.3.3 For adjunct faculty with a semester assignment of less than sixty percent (60%) of full-time (.60 FTE) or nine (9.0) formula hours but at least thirty percent (30%) of full-time (.30 FTE) or four and one-half (4.5) formula hours, the District shall make a pro-rata contribution of the established District contribution level for insurance coverages selected by the employee based upon the percentage that the reduced assignment level bears to a sixty percent (60%) workload. For example, an adjunct faculty member with an assignment of forty percent (40%) of full-time (.40 FTE or six (6) formula hours) would receive two-thirds (.40 FTE divided by .60 FTE) of the established District contribution levels as described in Appendix A for health coverage.
- 3.3.4 For eligible adjunct faculty members as defined in Section 3.1.3, the following requirements and related processes shall be used to determine the eligible full-time-equivalent (FTE) assignment.
 - 3.3.4.1 The eligible adjunct faculty must be working on September 1 or March 1 based upon an approved and processed Tentative Class Schedule(s) for services to be rendered within the semester. The measurement dates to determine FTE eligible for benefits shall be August 23 for benefits which begin on September 1, and February 10 for benefits beginning on March 1.
 - 3.3.4.2 The eligible employee must have a Tentative Class Schedule(s) issued providing for a total assignment within the current semester of at least thirty percent (30%) of full-time (.3 FTE) or a minimum of four and one-half (4.5) formula hours. If this Tentative Class Schedule(s) is changed for any reason (cancellations, reductions or additions), no adjustments will be made to the calculated FTE assignment used to determine health plan eligibility or District contribution. If all Tentative Class Schedules for the employee are canceled, then the employee will be ineligible for medical coverage or District contribution. However, the employee may be eligible for COBRA coverage (see below).
 - 3.3.4.3 Other types of assignments which are typically processed on the District form, Employment Service Agreement (ESA) or other employment District form other than a Tentative Class Schedule, shall be excluded from any computation of full-time equivalency (FTE).

- 3.3.4.4 The eligible employee must commit to a coverage period of at least six (6) months.
- 3.3.4.5 The Employee Benefits Department will confirm all Tentative Class Schedules on file with the District Human Resources Office as of the measurement dates listed in Section 3.3.4.1 and will notify the adjunct faculty member of his/her qualifying FTE if there are any premium changes. If the FTE on file is incorrect, the adjunct faculty member must notify the Employee Benefits Department and provide copies of the revised Tentative Class Schedule showing the correct FTE within ten (10) calendar days after the District mails the original notice to the employee.
- 3.3.4.6 Insurance coverage will be for a six-month period beginning on September 1 or on March 1, based on the semester for which the Tentative Class Schedule(s) is assigned. District contributions will be paid evenly over the six-month coverage period. If the unit member drops the insurance coverage or becomes ineligible during the six-month coverage period, no District contribution will be made for the remaining months. If the qualifying employment period as stated on the Tentative Class Schedule is less than six (6) months, the insurance coverage shall continue for the balance of the six-month period and the employee shall pay the employee's share of premiums to the Employee Benefits Department by the first day of each month. Failure to make timely payments of premiums shall result in discontinuance of health coverage for the remaining months.
- 3.3.4.7 If there is a break in service, the employee will be eligible to re-enroll in District health/medical and dental plans only if the employee elects COBRA coverage upon conclusion of previous eligibility with the District and has continued that coverage to the beginning of the new employment period (Tentative Class Schedule). Employees who did not elect to continue with COBRA coverage will be ineligible for coverage or District contribution until the March 1 or September 1 following eighteen months after the last day of eligibility. For example, an employee losing eligibility on March 31, 2005, and not continuing coverage through COBRA, would not be eligible to re-enroll until March 1, 2007.
- 3.3.4.8 Upon initial enrollment or when re-enrolling after a break in service or coverage, adjunct faculty must certify that they do not have other health insurance coverage. Certifications must be submitted at the time of initial application for insurance or when re-enrolling after a break in service. It is the employee's responsibility to notify the Employee Benefits Department within thirty (30) days if he/she becomes covered by another medical or dental insurance policy. The certification form is available from the Employee Benefits Department.

- 3.3.4.9 If an adjunct participant in District insurance plans becomes covered by another plan as an employee, spouse, or dependent, and the coverage is either fully or partially paid by another employer, the employee shall immediately become ineligible under the District plan. In order to terminate District coverage, the employee must notify the Employee Benefits Department within thirty (30) days of such coverage. If the employee does not notify the Employee Benefits Department of the other coverage within the thirty-day (30) period, the employee will be responsible for any District costs incurred beyond this ineligibility date.

3.3.5 *Joint District Medical Insurance Program*

- 3.3.5.1 Eligible adjunct faculty who plan to participate in the District medical program and who also teach credit courses in the Sierra Community College District may include such courses for Los Rios medical benefits if the total credit workload is greater than sixty percent (60%) of full-time (greater than .60 FTE), thus reducing the employee cost of medical insurance.
- 3.3.5.2 The joint District program applies to medical insurance benefits only.
- 3.3.5.3 The adjunct faculty member must file form **CCFS-36** with the District, certifying all credit courses taught at both districts, by August 23 (for fall semester benefits) and February 10 (for spring semester benefits).
- 3.3.5.4 The District will extend benefits on the basis of the employee certification. The District will then confirm the certified workload with Sierra Community College District.
- 3.3.5.4.1 If the workload confirmed by Sierra Community College District differs from the workload certified by the employee, the employee will be given ten (10) working days to reconcile the difference.
- 3.3.5.4.2 If the variance is not reconciled within ten (10) working days, or if the employee-certified amount is determined to be incorrect, the District will adjust or cancel benefits accordingly.
- 3.3.5.4.3 The medical insurance will be canceled retroactively when possible and the employee will be responsible for medical or insurance costs incurred.
- 3.3.5.5 All other conditions and terms of the Los Rios adjunct health insurance program, including documentation and deadlines, must be followed in order to participate in the Joint District Medical Insurance Program.

3.3.5.6 This joint program with Sierra Community College District is dependent upon state funding and mutual agreement between the districts. The inter-district agreement grants each District the right to terminate or modify the inter-district agreement at any time if there are material changes in the subject matter of the agreement, including changes in legislation, State funding of the program, changes in insurance rates or coverage, plan changes due to collective bargaining, or any other cause. Therefore, this joint district program may be altered or terminated at the end of any six-month coverage period due to changes in State funding or the inter-district agreement. If such changes should occur, the District will notify LRCFT of such changes. Either LRCFT or the District may elect to renegotiate this article within thirty (30) days of such notice to LRCFT. If neither LRCFT nor the District elects to renegotiate, the changes will be implemented without such renegotiations.

3.3.5.7 Any State revenues received in support of this joint program will be available to LRCFT as a funding source as described in Appendices A and B of this Agreement.

3.3.6 The increased cost of the District contribution for eligible adjunct faculty shall be included in the cost calculations defined in Appendix A.

3.4 Disability Income Protection

3.4.1 The District shall maintain a policy of disability income protection for tenured and tenure-track faculty working fifty percent (50%) or more of a regular, full-time workload. The District's Disability Income Protection Program is not available for employees who are hired in long-term temporary positions as defined in Section 2.4.4.

3.4.2 Full-time unit members who receive payment under the terms of the policy of the District's Disability Income Protection Plan shall be provided District medical benefits for the period of one (1) year following the expiration of the employee's accrued sick leave benefits. The District contribution shall be based upon the level established for full-time active employees.

3.4.3 After the one-year period, full-time unit members qualifying to receive payment under the terms of the policy for disability income protection may continue to be covered under the District's medical benefits program at the employee's expense provided that the program or policy permits such participation.

3.5 Reimbursement for Premium Advanced

A nine-, ten-, and eleven-month employee who terminates his/her employment after July 1 and before his/her assignment would begin in that fiscal/academic year, shall reimburse the District for any District contributions paid on the employee's behalf for coverage periods beyond July 1. For employees who retire, the rate shall be adjusted in accordance with terms of this Agreement.

3.6 Health Care Benefit for Retirees

- 3.6.1 The District shall make monthly contributions for full-time regular members of the bargaining unit age fifty-five (55) and over, who
 - 3.6.1.1 have ten (10) full-time prior years of service with the District at the time of retirement and who retired during the term of this contract, and were employed before June 30, 1990; or
 - 3.6.1.2 were hired after June 30, 1990 and have fifteen (15) full-time prior years of service with the District at the time of retirement.
 - 3.6.1.3 Full-time service is defined in Sections 2.4.
- 3.6.2 The District monthly contribution shall also apply for full-time regular members of the bargaining unit who retire between the ages of fifty (50) and fifty-five (55), if the unit member was receiving disability income under the District's Disability Income Protection Plan just prior to retirement and the qualifying years of service have been met.
- 3.6.3 Contributions as established by the Board shall be made toward the premium cost of medical insurance for the retiree only.
- 3.6.4 The amount of the District contribution toward retiree health care benefits may be increased as determined by policies publicly adopted by the **Board (Policy 5165)**. The retiree is bound by his/her choice of the District health plan made during the open enrollment period just prior to retirement and must participate continuously in the retiree group plan in order to remain in the selected District health plan.
- 3.6.5 The retiring employee may elect to be covered by a health plan other than a District health plan and the established monthly District contribution level shall apply if the employee incurs an out-of-pocket expense. Once a health plan other than the District's plan is selected, the retiring employee or retiree will not be allowed to re-enroll in a District health plan unless an open enrollment period for such retirees is approved by the District health carriers.
- 3.6.6 In order to receive the District contribution upon retirement from the District, the employee must be vested in either the California Public Employees' Retirement System (PERS) or the California State Teachers' Retirement System (STRS) and be collecting retirement benefits from either PERS or STRS.
- 3.6.7 The monthly District contribution for health care benefits for the retiree shall be processed electronically utilizing the retiree's selected financial institution.

3.7 Pre-Retirement Program

- 3.7.1 Full-time faculty approaching retirement who are members of the State Teachers' Retirement System may apply for partial employment for up to five (5) years immediately preceding final retirement. In order to participate in this program, employees must meet the following requirements:
- 3.7.1.1 The employee must have been a faculty member of the District for at least ten (10) years of which the immediately preceding five (5) years were full-time employment as defined by the State Teachers' Retirement System (STRS).
 - 3.7.1.2 When beginning the program, the employee must be at least fifty-five (55) years of age.
 - 3.7.1.3 At the time of electing to be partially employed, the employee must submit a letter requesting his/her full retirement and agreeing to terminate his/her services with the District at the conclusion of the pre-retirement program. This agreement of full retirement and termination shall be irrevocable except at the discretion of the Board.
 - 3.7.1.4 The initial load of any employee who elects to accept partial employment under this pre-retirement program may only be increased by mutual agreement and at the District's discretion.
- 3.7.2 Participation in the pre-retirement program requires a reduction in the faculty employee's work assignment and a pro-rata reduction in the yearly contract salary. The minimum assignment shall be one-half (1/2) the number of days of service required by the faculty employee's yearly contract for the last year of full-time employment. Participants in the pre-retirement program shall receive his/her assignment in a manner similar to that of full-time faculty employees and participate as though part of the full-time staff. This participation shall include maintaining on the days of assignment a proportionate share of the normal workload and responsibilities of faculty employees.
- 3.7.3 Standard District-paid benefits shall be maintained for participants in the pre-retirement program as though they were full-time employees, including District contributions to the State Teachers' Retirement System equal to the amount that would have been contributed had the faculty employee remained in full-time employment. Optional benefit plans may be continued with the employee making required payments not otherwise paid by the District.
- 3.7.4 Eligible faculty employees may apply for the pre-retirement program by contacting the District Human Resources Office. Applications must be received by March 1 for the fall semester or by September 15 for the spring semester.

- 3.7.5 Faculty employees participating in the program may be assigned, at District discretion, any combination of fall and spring semester assignments that is equal to or more than fifty percent (50%) of a full-time load over the course of an academic year.
- 3.7.6 A pre-retirement program participant shall make payments for his/her share of retirement contributions and fringe benefits and any optional benefits via payroll deduction or direct payment as arranged with the District Business Services Office.

3.8 Dependent Care Assistance Program, Flexible Spending Accounts, and Premium Only Plan

- 3.8.1 A Dependent Care Assistance Program is provided to employees as permitted by Internal Revenue Code Section 125. This plan allows employees to annually elect to have a specified amount withheld from the salary payments for dependent care costs before income taxes are calculated. Employees must file claims for reimbursement of such costs with the District when eligible costs have been incurred. This provision allows employees to pay for dependent care costs with pre-tax dollars.
 - 3.8.1.1 Participation in the plan requires predictable monthly salary payments. Therefore, participation in the plan is limited to those employees meeting the following criteria:
 - 3.8.1.1.1 The employee must be a tenured or tenure-track employee.
 - 3.8.1.1.2 If an employee's monthly pay is not adequate to allow for the dependent care deduction, that month's deduction will be skipped.
 - 3.8.1.2 A detailed description of plan benefits, eligible costs, and requirements can be found in the Participants Handbook for the Dependent Care Assistance Plan. Employees should consult this handbook before electing to participate in the Dependent Care Assistance Plan.
- 3.8.2 The District also has a Medical Expense Flexible Spending Account (FSA) plan. This plan enables employees to fund eligible uncovered medical/dental/vision expenses with pre-tax dollars.
- 3.8.3 A Premium Only Plan (POP) is also in place. Any out-of-pocket premium deductions for medical and/or dental coverage are on a pre-tax basis.
- 3.8.4 The District may charge participants a fee to cover the costs of administering the program should a third party administrator be engaged. LRCFT shall participate in the selection of a third party administrator through the District Insurance Review Committee.
- 3.8.5 Participation in the plan requires an annual election made at the time of hire or during the open enrollment period each year held in conjunction

with the health/dental open enrollment period. There are no other opportunities during the year for employees to elect to participate in or withdraw from the plan.

- 3.8.6 Continuation of this plan is subject to the Internal Revenue Code. The plan shall be amended to comply with any federal/state changes and as determined by the District Insurance Review Committee.

3.9 Parking for Faculty

- 3.9.1 Access to parking on District properties for faculty is provided as a fringe benefit to those employees. Costs for said parking shall not be chargeable to monies assigned to LRCFT under the formula included in Appendix A of this Agreement.
- 3.9.2 Parking fees incurred by unit members assigned to the downtown, U.C. Davis and Davis outreach centers shall be reimbursed upon presentation of documented receipts not to exceed the actual cost of parking fees incurred during the period of assignment. If receipts cannot be obtained (e.g. metered parking), the faculty member shall complete the **Parking Reimbursement Form** designed for this purpose and shall submit the form for reimbursement to the college Business Office at the end of the semester or the assignment.

3.10 Life Insurance

- 3.10.1 The District shall provide \$50,000 of term life insurance and accidental death and dismemberment coverage for regular members of the unit through plans recommended by the District Insurance Review Committee and adopted by the District.
- 3.10.2 Coverage is provided to regular unit members with a permanent assignment of fifty percent (50%) or more. Coverage is effective upon meeting the eligibility requirements at no out-of-pocket cost to participants during the term of this agreement.

Article 4

Workload

4.1 Definitions

4.1.1 Classroom Instructional Modes

4.1.1.1 The Lecture/Discussion mode includes lectures and discussion/recitation types of classes; direct involvement in all scheduled class sections of the unit member in the delivery of information and direction of class discussions regardless of the technology used; outside preparation by students, i.e. homework, tests, quizzes, and final examinations; student reports and projects submitted to the unit member for evaluation. Examples: social science, art history, and business law. This mode of instruction can include traditional and/or electronic methods of delivery. For example: interactive television and/or interactive computer sessions.

4.1.1.2 In the Lab/Shop/Clinic mode, the unit member provides instruction and supervision of students in lab/shop/clinic settings. This mode includes activities such as tests, quizzes, final exams and student reports and projects submitted to the unit member for evaluation. Examples: chemistry, physics, biology, allied health and most courses in the vocational/technical areas. This mode of instruction can include traditional and/or electronic methods of delivery. For example: interactive television and/or interactive computer sessions.

4.1.2 Non-Classroom Instructional Modes

4.1.2.1 In Other Modes of Instruction, the unit member provides individual attention, supervision, counseling or any other form of professional service for the benefit of students in settings other than traditional labs, shops, clinics, or classrooms. Other Modes of Instruction is limited to (a) counselors, (b) librarians, (c) college nurses, and (d) coordinators.

4.1.2.2 In Facilitative Modes of Instruction, the unit member assists students by providing coordination of programs and all other activities not defined above.

4.1.3 College Service

College Service represents a professional commitment by all faculty to the institution. Participation, to be determined by the faculty member, may include, but not be limited to: participation on advisory committees, engaging in college planning processes, attending division and department meetings, participating in program planning, participating on search and selection committees, serving on evaluation teams, sponsoring and

supporting student activities, participating in college and district governance and activities of the LRCFT that are reasonably related to college service.

4.2 Formula Hours

4.2.1 Unit member workloads shall be computed in formula hours.

4.2.2 A formula hour shall be defined as any one of the following:

4.2.2.1 For Lecture/Discussion mode, every eighteen (18) catalog hours assigned in a semester equals one (1) formula hour. The calculation is catalog hours divided by eighteen (18) equals formula hours.

4.2.2.2 For Lab/Shop/Clinic Mode, every twenty-four (24) catalog hours assigned in a semester equals one (1) formula hour. The calculation is catalog hours divided by eighteen (18) multiplied by .75 equals formula hours.

4.2.2.3 Typically, eighteen (18) catalog hours will equate to one (1) unit of lecture/discussion and fifty-four (54) catalog hours will equate to one (1) unit of lab/shop/clinic. However, the actual hours specified by the catalog must be used in determining an assigned course's formula hour value.

Lecture / Discussion		Lab / Shop / Clinic	
Catalog Hours	Formula Hours	Catalog Hours	Formula Hours
18	1.00	24	1.00
36	2.00	54	2.25
54	3.00	108	4.50
72	4.00	162	6.75

4.3 Special Teaching Conditions

4.3.1 Team Teaching

Unit members participating in team teaching assignments will receive formula hour credit in proportion to the percentage of in-class involvement. When team-taught class sizes exceed the normal, the formula conditions specified in Section 4.3.3 shall apply.

4.3.2 Use of Instructional Assistants

Formula hour workload assignments are not adjusted for classes assigned instructional assistants. The use of instructional assistants is intended to result in an increase in learning productivity or effectiveness equating to a higher WSCH generation.

4.3.3 Oversize Classes

Oversize classes are those that greatly exceed the standard class maximum of the traditional course offering. They are generally scheduled in large lecture halls where more students than normal can be accommodated.

4.3.3.1 Conditions

4.3.3.1.1 Management reserves the right to schedule and to assign oversize classes.

4.3.3.1.2 Load credit for oversize classes will be based on mutual agreement between the faculty member and the Area Dean.

4.3.3.1.3 Adjustments in formula hours will be made for assigned oversize classes that do not meet enrollment minimums.

4.3.3.1.4 Additional resources generally will not be allocated or assigned to accommodate oversize classes.

4.3.3.1.5 Faculty members may apply to the Area Dean for oversize load credit as late as the completion of the first class session.

4.3.3.2 Formula hour credit for oversize classes will be granted on the basis of actual enrollment on the first census for the class.

4.3.3.2.1 Credit for oversize classes will be assigned using the following formula:

Minimum of 70 students = 1.5 times normal load credit

Minimum of 85 students = 2.0 times normal load credit

No more than double credit will be allowed.

4.3.3.3 Not eligible for oversize class credit are classes taught by independent study or classes taught solely by pre-recorded media.

4.3.4 Work Experience

Formula hour equivalents will be given on the basis of the following number of students enrolled at fourth week census:

5-14 students enrolled = 1 (one) formula hour

15-24 students enrolled = 2 (two) formula hours

25-34 students enrolled = 3 (three) formula hours

4.4 Course Assignments

- 4.4.1 Normally, unit members will not be assigned more than three (3) different courses concurrently. A course is defined as any single discipline offering of three (3) units or more or any series of sequential discipline offerings where the unit total is at least three (3). Exceptions shall be by mutual agreement between unit members and supervisors.
- 4.4.2 Except as indicated in Section 4.4.2.1, tenure-track faculty in the first or second year shall be limited to 0.4 FTE of online or other distance education modes of instruction in any semester. Tenure-track faculty in the third or fourth year shall be limited to 0.6 FTE of online or other distance education modes of instruction in any semester. These FTE limits are exclusive of ITV (Interactive Television) courses.
 - 4.4.2.1 Tenure-track faculty hired specifically for distance education programs may be required to teach up to 0.6 FTE in distance education courses in any semester. A distance education program is one which is primarily offered online. The job description/advertisement shall state that the position is for a distance education program and the faculty member may be required to teach up to sixty percent (60%) online.
- 4.4.3 Tenured faculty shall normally be limited to 0.6 FTE of online or other distance education modes of instruction in any semester. However, tenured faculty may be assigned to 0.8 FTE of online or other distance education modes of instruction by mutual agreement with the Area Dean due to program demands. These FTE limits are exclusive of ITV (Interactive Television) courses

4.5 Staffing Levels/Schedules/Overloads

- 4.5.1 The annual college or district-wide class size goal shall be established in terms of WSCH per full-time equivalent instructional faculty (FTE). The annual class size goal for each college shall be stated in the District's annual budget. The size of the college, off-campus center activity, nature and size of the offerings shall be considered in the establishment of college class size goals. Class schedules and class sizes, other than for Allied Health classes, shall be arranged each semester to achieve the goal or make progress toward achieving the goal.
- 4.5.2 Class schedules and class sizes for Allied Health shall be arranged each semester to achieve a range consistent with legal/accreditation constraints imposed upon the District by government or accreditation bodies external to Los Rios Community College District.
- 4.5.3 Schedules for each semester shall be planned to accommodate the needs of students, to ensure the quality of education, and to utilize facilities efficiently. Before individual schedules and assignments are made, the currently employed unit member will be provided an opportunity to present, in writing, his/her preferences and expressed needs with regard to such things as courses to be taught, technology and/or other equipment

needs, specialized classroom characteristics, areas of responsibility, day and evening assignments, off-campus assignments, number of different course preparations, maximum number of consecutive formula hours per day and desire for overload. The Area Dean will consider the unit member's preferences and expressed needs in making schedules and assignments. The unit member will be provided a written explanation of assignment and accommodation of expressed needs and preferences upon request.

4.5.3.1 At the college level, a College Faculty Workload Committee may be convened by the Vice President of Instruction or LRCFT to determine the WSCH goals for each of the major subject areas and the workload goals for other service areas in order for the college to obtain the overall assigned workload goals.

4.5.3.1.1 The committee shall be composed of the following: Vice President of Instruction and a minimum of four (4) Area Deans appointed by the College President and an equal number of unit members appointed by the Federation.

4.5.3.1.2 In the event that the committee is unable to recommend area WSCH goals at least sixty (60) calendar days prior to the scheduled completion of a semester's schedule planning sheets, the Vice President of Instruction will set the area goals.

4.5.3.2 An Area Workload Committee composed of the Area Dean and a representative of each subject area (Department Chair where elected) may meet to determine how each area will obtain assigned WSCH goals. If the committee fails to establish WSCH/FTE goals per subject area at least fifteen (15) calendar days prior to the scheduled completion of a semester's schedule planning sheet, the Area Dean will set the area's WSCH goals.

4.5.4 No unit member shall be assigned more than one (1) class for a given hour except by mutual consent.

4.6 Work Year

4.6.1 The work year for regular classroom faculty is the fall and spring academic semesters (164 days). Four (4) of those days are compensated flex days included in the academic calendar. These days are intended for professional development activities and are typically scheduled at the beginning of the fall and spring semesters. Attendance on convocation day is mandatory unless an absence, including professional development, has been pre-approved. Other opportunities for fulfilling the flex obligation include attending workshops coordinated by the flex committees at each college and/or participating in an individual professional development activity.

- 4.6.2 Management recognizes that over a two-year period the typical faculty load is sixty (60) formula hours and the non-credit faculty load is ninety (90) formula hours. However, in order to meet department or scheduling problems, the District reserves the right to make an assignment over that two-year period which could vary from sixty (60) – sixty-two (62) formula hours (credit) or ninety (90) – ninety-two (92) formula hours (non credit) as part of a unit member's regular load. Faculty assigned in an instructional mode as defined in Section 4.1.1 shall be maintained at sixty (60) formula hours over the two-year period. At the end of the two-year period of load balancing, formula hours greater than sixty (60) (4 FTE) in the instructional mode (by an amount equivalent to or greater than .067 FTE or one (1) formula hour) shall be paid as overload (Schedule B). If the faculty member is below the sixty (60) formula hours for load balancing (by an amount equivalent to or greater than .067 FTE or one (1) formula hour), the faculty member may makeup the imbalance the following contract year by mutual agreement. Otherwise, money is owed to the District and must be repaid.

In a given contract year, should the revenue per FTES for non-credit classes change more than ten percent (10%) in proportion to the change in the revenue per FTES for credit classes, then the work load for non-credit faculty will be adjusted. Job announcements will clearly state the right of the District to make non-credit assignments.

4.7 Work Week

- 4.7.1 The work week of the Los Rios Community College District is defined as follows: Monday through Saturday beginning at 6:00 a.m. and ending at 10:30 p.m.

4.7.2 *Classroom Faculty*

Except as noted in Section 4.7.4, the work week will consist of five (5) consecutive days (typically Monday through Friday), with a minimum average of twenty-five (25) formula hours per week on campus consisting of classroom (15 hours), office hour (5 hours) and college service (average of 5 hours) over the course of the fall and spring semesters. Within the compressed academic year, the total office hours must account for eleven (11) hours that would not occur if only one (1) office hour was scheduled for each day of the academic year.

- 4.7.2.1 College service is directed and scheduled by the individual faculty member and the allotted time may accordingly vary over the semester.
- 4.7.2.2 Full-time faculty will schedule one (1) office hour for each 0.2 FTE of regular load instruction. One (1) office hour per day shall be scheduled on all days when classes are scheduled and total less than six (6) hours for that given day and count as part of the 25-hour work week. Office hours that are not held on those days longer than six (6) hours must be rescheduled on another day.

- 4.7.2.2.1 Faculty members teaching distance education courses may choose to hold one (1) online office hour off campus for each twenty percent (20%) distance education full-time teaching load, up to a maximum of two (2) online office hours per semester.

Online office hour format, email address, expectations as to response time, etc., shall be included in the course syllabus. Quality assurance will be through the faculty performance review process (Article 8).
- 4.7.2.3 Both online courses and the online office hours shall be counted toward the 25-hours on campus.
- 4.7.2.4 Allied Health faculty may schedule one (1) office hour per day concurrently within clinical labs; however, at least two (2) office hours per week must be scheduled separately.
- 4.7.2.5 Assignments on Saturday will attempt to accommodate religious convictions and/or observances. Assignments on Sunday will be by mutual consent.
- 4.7.3 The work day of a 100% full-time classroom faculty member regularly working five (5) consecutive days shall not be longer than nine (9) hours elapsed time from the beginning of the first until the end of the last hour of regular load assignment on that day. The nine-hour maximum may be exceeded by the following:
 - 4.7.3.1 By mutual consent between the faculty member and the Area Dean, or
 - 4.7.3.2 As a result of enrollment declines, program demands, single faculty departments, or in order to fill the tenure level of a faculty member.
- 4.7.4 Exception to the five-day work week or the five (5) consecutive days for 100% full-time faculty is permitted under conditions set forth in Sections 4.7.4.1 through 4.7.4.3 as follows:
 - 4.7.4.1 As a result of enrollment declines, program demands, single faculty departments, or in order to fill the tenure level of a faculty member.
 - 4.7.4.2 Greater than five (5) days or nonconsecutive five (5) days must be by mutual consent between the faculty member and the Area Dean.
 - 4.7.4.3 Less than five (5) days for 100% full-time classroom faculty due to any of the following conditions:

- 4.7.4.3.1 Assignment by the Area Dean in consultation with the faculty member and the Department Chair; or
 - 4.7.4.3.2 More than 0.2 FTE is scheduled on a single Friday or weekends; or
 - 4.7.4.3.3 At least 0.4 FTE is scheduled over Friday and weekends; or
 - 4.7.4.3.4 The department schedule has a relatively even distribution of classes taught by full-time faculty scheduled on Monday, Wednesday, and Friday between 8:00 a.m. and 2:00 p.m.; or
 - 4.7.4.3.5 If assigned to conduct both (a) a minimum of two (2) separate classes and (b) at least seven (7) formula hours of classroom instruction per semester in classes which are scheduled to begin at or after 4:00 p.m. or on weekends; or
 - 4.7.4.3.6 If assigned to more than one (1) college (ARC, CRC, FLC, SCC) or identified outreach center provided he/she is assigned to teach at least six (6) formula hours at the second location.
 - 4.7.4.3.6.1 Where assignments specified in Section 4.7.4.3.6 involve more than one (1) college or identified center on the same calendar day, the schedule shall accommodate at least one (1) hour of non-assignment time between the end of an assignment hour at one (1) college and the beginning of the next immediate assignment hour at the subsequent college.
- 4.7.5 Such exception shall not mean that the faculty member is excused from the average twenty-five (25) hour per week minimum, nor from department or other meetings, or peer review work station observations that are scheduled on the non-duty day. Such exception shall provide for a faculty member instructor academic calendar work year equivalent to thirty (30) – thirty-two (32) formula hours per year and a workday assigned at the option of management of any combination of hours between 6:00 a.m. and 10:30 p.m.
- 4.7.6 Except for overload assignments, there shall be a minimum of twelve (12) hours of elapsed time between the end of the last hour assigned on each day of service and the beginning of the first hour assigned on the next day of service worked. Exceptions shall be the following:
- 4.7.6.1 By mutual consent between the faculty member and the Area Dean.

- 4.7.6.2 As a result of enrollment declines, program demands, single faculty departments, or in order to fill the tenure level of a faculty member.

4.8 Counselor, Coordinator, College Nurse and Librarian (non-Classroom) Work Year

- 4.8.1 The work year for Counselors, Coordinators, and College Nurses shall be 174 days of service within the fiscal year. The additional ten (10) days over the standard 164 shall be compensated at a pro-rata based on each unit member's placement on the "A-164" salary schedule and shall be counted towards retirement and sick leave. Salary schedule "A-174" reflects the pro-rata rate for these unit members.

- 4.8.2 The work year for Librarians shall be 164 days of service within the fiscal year.

4.8.3 Counselor Work Day

4.8.3.1 Definitions

Workday

The normal workday for regular full-time counseling faculty is seven and one half (7.5) hours.

Student Contact Time

A minimum of twenty-seven and one-half (27.5) hours of scheduled time for appointments and/or drop-ins within a regular workweek or other assigned duties.

Coverage

The counseling centers are open year-round. Full-time counselors may be required to provide day and evening coverage. The Area Dean and Department Chair shall meet at least once a year to identify peak counseling periods.

Professional Development Time

Counseling services carried out either partially or completely outside direct student contact. These services are referenced in, but are not limited to, the Core Functions listed in the *Standards of Practice for California Community College Counseling Programs* by the Academic Senate for California Community Colleges.

- 4.8.3.2 There will be ten (10) hours of professional development time per week excluding peak periods.

- 4.8.3.2.1 A description of adjunct Professional Development time is defined in Section 4.10.5.

- 4.8.3.3 During peak time professional development hours will be reduced by fifty percent (50%).

4.8.3.4 A Counselor Program Committee may be formed at each college at the request of the Area Dean or the Department Chair. The committee will include the Dean of Counseling (or designee), Counseling Department Chair and two (2) other counseling faculty, one (1) from the 900:1 ratio and one (1) from Categorical. The two (2) other counseling faculty will be selected by vote from each respective counseling group. Each full-time faculty member will have one (1) vote. The committee will review and make recommendations to the Vice President of Student Services regarding changes or modifications to the counseling program.

4.8.3.4.1 The Counselor Program Committee may consider: program changes or modifications as they pertain to the core functions of counseling faculty, utilization within the 900:1 ratio, coverage, student retention, student success, and/or enrollment.

4.8.3.4.2 The Department Chair (or designee) will report the results of the Counselor Program Committee to the faculty.

4.8.4 *Coordinator, Nurse and Librarian Faculty*

The regular work week of coordinator, nurse and librarian faculty will consist of five (5) consecutive days (normally Monday through Friday), with thirty-seven and one-half (37.5) hours of scheduled time per week.

4.8.4.1 Assignments on Saturday will attempt to accommodate religious convictions and/or observances.

4.8.4.2 Assignments on Sunday will be by mutual consent.

4.8.4.3 College service as defined in Section 4.1.3 is faculty directed and scheduled and may accordingly vary over the course of the week and semester.

4.8.5 The workday of a 100% full-time non-classroom faculty member regularly working five (5) consecutive days shall not be longer than nine (9) hours elapsed time from the beginning of the first until the end of the last hour of regular load assignment on that day. The nine-hour maximum may be exceeded by the following:

4.8.5.1 By mutual consent between the faculty member and the Area Dean.

4.8.5.2 In order to meet program needs, single faculty department/assignments, or in order to make load for a tenure-track level faculty member.

4.8.5.3 Work Day

The normal workday for regular full-time coordinator, nurse and librarian faculty is seven and one-half (7.5) hours of scheduled time.

4.8.6 Exception to the five-day work week or the five (5) consecutive days for full-time 100% coordinator, nurse, and librarian faculty is permitted under conditions set forth in Section 4.8.6.1 or Section 4.8.6.2 as follows:

4.8.6.1 Greater than five (5) days or five (5) nonconsecutive days in order to meet program needs, single faculty department/assignments, or in order to make load for a tenure-track/tenured faculty member.

4.8.6.2 Fewer than five (5) days under the following conditions:

4.8.6.2.1 Scheduling needs. If scheduling needs require a work week of fewer than five (5) days, the Area Dean, in consultation with the faculty member and the Department Chair, will develop the assignment.

4.8.6.2.2 If assigned to more than one (1) college (ARC, CRC, FLC, SCC) or identified outreach centers provided they are assigned a minimum of fifteen (15) hours a week at the second location.

4.8.6.2.2.1 Where assignments specified in Section 4.8.6.2.2 involve more than one (1) college or identified site on the same calendar day, then the period of time for travel between locations will be counted toward the thirty-seven and one-half (37.5) hours.

4.8.6.2.3 If the faculty member's thirty-seven and one-half (37.5) hour schedule begins at noon or later or includes at least seven and one-half (7.5) hours each weekend.

4.8.7 Except for overload assignments, there shall be a minimum of twelve (12) hours of elapsed time between the end of the last hour assigned on each day of service and the beginning of the first hour assigned on the next day of service worked. Exceptions shall be the following:

4.8.7.1 By mutual consent between the faculty member and the Area Dean.

4.8.7.2 In order to meet program needs, single faculty department/assignments, or in order to make load for a tenure-track level faculty member.

4.8.8 Counselor Staffing Levels

The fall semester fourth week enrollment data adjusted for students who are enrolled in multiple locations and those who would not be expected to seek counseling services, such as students enrolled under the contract with the University of California, Davis, and employed public safety officers enrolled in in-service courses, shall be the basis for the full-time equivalent (FTE) authorized counseling level at a ratio not to exceed 900:1. The change in FTE from the prior year's authorized level will be funded by the District for the current year from one-time-only Program Development Funds. The continuing change in authorized FTE will be funded as per Attachment 1.

4.9 **Overload Assignments**

4.9.1 Definition

An overload assignment is an assignment for extra pay in excess of the normal assignment of a full-time unit member. In making overload assignments, preference shall be given to full-time unit members for assignments in his/her subject area at his/her college, contingent upon overall satisfactory performance reviews. In order to maintain preference for an overload assignment, the request must be submitted concurrently with the request for the regular assignment.

4.9.2 No overload assignment shall be allowed to any contract regular full-time unit member until each contract/tenured unit member in each designated division of each college has been assigned work in proportion to the percent of load at which the individual is tenured.

4.9.3 Extra service beyond a regular assignment and contract period shall be allowed on a mutual consent basis to full-time unit members. Extra service shall be compensated for according to placement on Salary Schedule B1, B2 or B3, as appropriate. The hourly rate shall be proportionate to the number of hours required to equal a work day for a full-time assignment as defined in Section 4.2.2.

4.9.4 Workload distributions will not be discriminatory. Assignments which are alleged to be discriminatory may be grieved. As a prior condition to filing a grievance, the member must appeal the assignment to the College Faculty Workload Committee. The appeal to the committee substitutes for Step 1 in the grievance process provided in Section 13.4, and the time limits of that article are applicable.

4.10 **Adjunct Faculty Member Workload**

4.10.1 Adjunct faculty are "temporary employees" in accordance with the California Education Code. Nothing contained in this article nor in any article of this Agreement places a legal obligation on the District to provide continuing employment for adjunct faculty except as specified in Section 4.10.6 of this article.

4.10.2 Nothing contained in this section nor in any article of this Agreement shall be construed to allow adjunct faculty to be assigned a load over the limit

permitted for temporary employees as per the Education Code or by past District practice.

- 4.10.3 The District will make available to currently employed adjunct faculty members a form on which they may indicate his/her interest in an assignment for a subsequent semester. Those adjunct faculty members who respond by the deadline will be notified no later than thirty (30) days prior to the start of the semester of requested assignment if they are not to be sent a Tentative Class Schedule. Such notification will be either (1) by District mail or (2) by U.S. Mail using the address provided on the Instructor Availability / Preference Form.
- 4.10.4 All those who accept assignments will be subject to the conditions specified on the Tentative Class Schedule. The Tentative Class Schedule in use as of December 1981 will not be modified in such fashion as to contravene any article of this contract.
- 4.10.5 *Adjunct Counselor Professional Development Time*
Adjunct counselors scheduled for four (4) hours in a day shall have thirty (30) minutes for professional development time for a total of four and one-half (4.5) hours. Adjunct counselors whose daily schedule is more than five (5) hours shall have one (1) of the hours in the schedule committed to professional development. Professional Development time is not to be reduced during peak time.
- 4.10.6 *Hiring Preference*
When there is need for additional faculty service in a subject area at a given college beyond that provided by tenured or contract employees, preference shall be given according to the following priority order:

First

Full-time faculty who teach that subject as a part of his/her regular load at the college where the hiring is to occur.

Second

Adjunct faculty who are employed in or have completed sixteen (16) of the last twenty (20) semesters. Such preference shall be at the college where the preference was earned. Faculty may transfer this level of preference to another college, when they have been interviewed, completed two (2) semesters at the new college and received performance reviews in which no "needs improvement" ratings were given. By transferring preference to the new college, the employee voluntarily relinquishes preference at the former site.

Third

Adjunct faculty who are employed in or have completed eight (8) of the last twelve (12) semesters. Such preference shall be at the college where the preference was earned.

Fourth

All other district full-time faculty who meet minimum qualifications and all other applicants from approved pools.

Full-time faculty teaching overloads in subjects outside his/her regular assignment may earn preference in the same manner as adjunct faculty. Faculty may earn and maintain preference at more than one (1) site.

- 4.10.6.1 In order for the procedure described in Section 4.10.3 to be applicable, all of the following conditions must be met:
- a. An Instructor Availability / Preference Form must be submitted to the appropriate Area Dean at the college with the opening before the deadline as indicated on the availability form. Forms shall be made available at each college in a location designated by the College President.
 - b. Service on an "emergency hire" basis will not be counted for preference.
 - c. Unit members who retire or resign are considered new adjunct faculty for the purposes of assignment under this article.
- 4.10.6.2 Preference for adjunct or overload assignment may be earned at more than one (1) college. Preference earned at different colleges cannot be combined. Workload preference for adjunct faculty in the second and third priorities shall be set at one (1) class or the average of the two (2) highest of the three (3) semesters. Preference for the purpose of assignments for any individual shall not exceed 40% of a regular full-time load per semester.
- 4.10.6.3 Exceptions to the priority order of preference can be made for any one (1) of the following conditions:
- 4.10.6.3.1 To obtain the services of a person with unique qualities who would enrich the educational offerings of the District (eminence). Eminence shall be determined by the Academic Senate.
 - 4.10.6.3.2 To provide staffing of short term classes at the Sacramento Regional Public Safety Training Center, Training Source, and outreach centers having a duration of less than three (3) weeks.
 - 4.10.6.3.3 Credit generating contracts through the Training Source.
- 4.10.6.4 Preference in assigning is for the purpose of initial assignment only. When necessary to displace an adjunct faculty member for the purpose of making a full load for a full-time faculty member, such adjustments will be made in the reverse of the priority order (described in Section 4.10.6), when possible. When not possible, upon request of the adjunct faculty

member, a written explanation will be provided to the adjunct faculty member.

4.10.6.4.1 A full-time faculty member with an overload class that has been cancelled cannot displace any faculty member from a class to retain that overload assignment.

4.10.6.4.2 Reverse of the priority order has been specified for two (2) situations prior to the start of classes and after the start of classes.

4.10.6.4.2.1 Prior to the start of classes the priority for a full time faculty member to be assigned another class in order to make load will occur in the following order.

1. Part-time faculty without preference.
2. The faculty member's current overload will be moved to load.
3. Part-time faculty with a lower level of preference.
4. Part-time faculty with a higher level of preference.
5. Full-time faculty member with overload.

4.10.6.4.2.2 After the start of classes the priority for a full time faculty member to be assigned another class in order to make load will occur in the following order.

1. The faculty member's current overload will be moved to load.
2. Part-time faculty without preference.
3. Part-time faculty with a lower level of preference.
4. Part-time faculty with a higher level of preference.
5. Full-time faculty member with overload.

4.10.6.4.3 The term "when possible" in Section 4.10.6.4 allows for exceptions to the order of priority when making a full-time faculty member's load. The guidelines in Sections 4.4, 4.7, and 5.7 such as number of class preparations, online class restrictions, five (5) consecutive days, and 9-hour

day maximum describe when exceptions to the reverse order of priority are allowed.

- 4.10.6.4.4 Section 5.7.1 also allows consideration of whether the full-time faculty member has the necessary background or skill necessary to teach a class (i.e. sound educational practices).
- 4.10.6.4.5 In order to make load for a faculty member who does not possess the necessary background, or if other limitations exist in a course assigned to a non-preferenced adjunct, the full-time faculty member may have to be assigned a class of a part-time faculty member in a higher priority. Exceptions to the reverse order of priority do not include a more convenient time, schedule, room or location for a full-time faculty member.
- 4.10.7 The District shall determine for which discipline and subjects an individual adjunct faculty is qualified to teach.
- 4.10.8 The intent of this article is to ensure fairness in the scheduling process. This article does not guarantee assignment of specific class times or sections of a class. The following provisions shall apply when assigning adjunct faculty in preference levels 2 and 3.
 - 4.10.8.1 Adjunct faculty in the above preference levels shall not be denied a load as per 4.10.6.2 for reasons other than a reduction in the program FTE available for adjunct assignment or two (2) consecutive documented overall less than satisfactory performance reviews.
 - 4.10.8.2 No adjunct faculty member without preference shall receive a load unless each individual adjunct faculty member in preference levels 2 and 3 has received an assignment according to 4.10.6.2 above.
 - 4.10.8.3 The development of a specific work location assignment(s) and hours shall take into consideration the requests of the faculty member in coordination with the Department Chair and Area Dean. The employee's preferences in scheduling (time of day, courses, etc.) shall be given every consideration when consistent with sound educational practices. Assignments that are alleged to violate the intent of this article as stated in Section 4.10.8 may be grieved.
 - 4.10.8.4 Adjunct faculty with second level preference and with four (4) consecutive semesters teaching a course at a consistent time / location may request a written explanation / rationale if their assignment is changed. The adjunct faculty member will be responsible for indicating such status on the Instructor Availability / Preference Form.

- 4.10.8.5 Cancellation of a preferred adjunct faculty member's classes for lack of enrollment shall not result in that individual losing preference or in reducing the required load, per Section 4.10, of that individual in subsequent semesters.
- 4.10.9 When full-time or adjunct faculty transfer from one college to another college, or are reassigned from one subject area to another subject area, he/she shall be reviewed at the discretion of the Area Dean, except where covered by Section 4.10.
- 4.10.10 Adjunct faculty who have preference within the District according to Section 4.10.6 and who apply for a full-time position in the same discipline will be screened with all other applicants. A minimum of the top two (2) such adjunct faculty applicants from the pool, if available and not included already, will be added to those candidates selected to interview for the position.
- 4.10.11 *Adjunct Faculty Office Hours Program*
The Adjunct Faculty Office Hours Program is a voluntary program. This program is established in compliance with the provisions of Education Code §87880 to 87855 (AB 301, Chapter 933, Statutes of 1977) and other terms as further defined in this article.
- 4.10.11.1 Adjunct faculty maintaining a minimum of 0.2 FTE assignment will be provided compensation for a semester total of nine (9) hours.
- 4.10.11.2 Adjunct faculty maintaining a minimum of 0.4FTE assignment will be provided compensation for a semester total of eighteen (18) hours.
- 4.10.11.3 Adjunct faculty teaching online courses may choose to hold nine (9) online office hours for every 0.2 FTE taught online, up to a maximum of eighteen (18) online office hours per semester. Online office hour format, email address, expectations as to response time, etc., shall be included in the course syllabus. Quality assurance will be through the faculty performance review process (Article 8).
- 4.10.11.4 Adjunct faculty members who wish to participate in the Office Hours Program for either the fall or spring semester may apply by completing the designated form and submitting the form to the appropriate Area Dean no later than the end of the first week of scheduled classes. Forms will be available from the Area Deans and in **Appendix C**. Individuals who do not submit the form by the above dates are not eligible to participate in the Adjunct Faculty Office Hour Program. All other conditions/provisions of the tentative class schedules apply. For full semester classes, the FTE assignment will be confirmed immediately after the end of the first week of the semester. For short-term classes, FTE confirmation will occur immediately after the first week the classes are held.

- 4.10.11.5 Adjunct faculty office hours must be scheduled at a site where the class is conducted and the course syllabus must include the time/place of the office hours, except as referenced in Section 4.10.11.3. Should the faculty member have assignments at multiple sites, the expected office hours will be appropriately scheduled and conducted at each assigned site.
- 4.10.11.6 Sick leave and other paid leaves may not be used for office hours that were not conducted as scheduled. The faculty member may reschedule any missed office hours during the instructional time period. (For example, office hours for first nine-week classes will be made up during the first nine weeks of the semester.)
- 4.10.11.7 Compensation provided for services rendered in the fall and spring semester are considered as a form of “stipend” payment and the actual amount paid to adjunct faculty is based upon the per hour rate established for Class I, Step 1, of Salary Schedule B-2. Payment for office hours worked for full term courses will be scheduled for distribution on the tenth of the month following the end of the fall or spring term. Office hour payment for short-term classes will generally be scheduled for distribution on the tenth of the following month that classes were completed.
- 4.10.11.8 The office hour stipend compensation for adjunct faculty office hours is not subject to any retroactive payment provisions.
- 4.10.11.9 Adjunct faculty office hours do not count toward the .600 FTE limit (Education Code §87882) or for step movement on Salary Schedule B-1 or B-2.
- 4.10.11.10 The cost of compensation for adjunct faculty office hours shall be funded from LRCFT’s proportionate share of funds which is further described in Appendices A and B.
- 4.10.11.11 The District shall apply to the State Chancellor’s Office for reimbursement of up to fifty percent (50%) of the office hour compensation provided to eligible adjunct faculty members. When reimbursements are received by the District from the State for partial funding of the adjunct faculty office hour program, such amounts shall be used to reduce the cost of this program.
- 4.10.11.12 The cost of funding the adjunct faculty office hour program shall be funded after parking fee reimbursements are paid (Appendix A).
- 4.10.12 Other conditions of employment for adjunct faculty are determined by the District.

4.11 Workload Study Committee

At the District level, a Workload Study Committee shall be jointly convened by the District and LRCFT to address workload issues of unit members.

- 4.11.1 The committee shall be comprised of equal numbers of LRCFT representatives and District representatives.
- 4.11.2 The committee is charged with the clarification of the workload issues assigned to it jointly by the District and LRCFT. This shall be accomplished by defining each issue, listing the interests of all affected parties, and identifying reasonable options to meet those interests and resolve the issues.
- 4.11.3 The committee may create subcommittees, comprised of equal numbers of unit members and District representatives, to include members more knowledgeable of particular assigned workload issues and may delegate its charges to such subcommittees.
- 4.11.4 The Workload Study Committee shall convene after complete implementation of the .75 lecture equivalency to determine the extent and scope of any additional workload changes such as lab/shop/clinic mode classes and situations where external standards are imposed.
- 4.11.5 The committee shall report its findings by May 1st of each year or the timeline established by the committee.

Article 5

Assignment of Personnel

5.1 Definitions

5.1.1 Work Location

Work location is defined as the designated college of a unit member.

5.1.2 Assignment

The place and hours per day and/or per week during which a faculty member is required to be at a specific work location.

5.1.3 Reassignment

A change at the same college in the placement of a unit member within the minimum qualifications, which they hold, into different departments and/or divisions.

5.1.4 Transfer

The change of a unit member from one college to another into a position for which he/she meets the minimum qualifications.

5.1.5 Reduction in Force

The laying-off of employees with employment rights in the District is to be as defined in law.

5.1.6 Seniority

The employment rights of a faculty member based on the initial date of employment in the District.

5.1.7 Partial Assignments

Less than a full faculty load assignment held by a faculty member with full-time employment rights in the District.

5.2 Reassignment

5.2.1 Voluntary Reassignment

If a vacancy occurs in the same or other department or division outside the unit member's normal assignment, the unit member may submit a written request to the College President to be reassigned. Such requests, if received at least one (1) week prior to the closing date for application for an advertised position, shall be considered before those of other applicants.

5.2.2 Involuntary Reassignment

In the absence of volunteers to fill a vacancy internally, the college may administratively reassign from any overstaffed area that qualified faculty member with the lowest seniority.

5.3 Transfer

5.3.1 Voluntary Transfer

Voluntary transfer is a process by which an eligible faculty member of a district college may request a transfer to another college or site within the District. A voluntary transfer request does not guarantee being selected and can result either in acceptance or denial of the voluntary transfer request.

Eligibility Criteria

Eligibility for voluntary transfer is limited to full-time tenured faculty and full-time third and fourth year, tenure-track faculty who have received no “needs improvement” or “unsatisfactory” marks on their first and second year peer reviews.

Process Stages

The voluntary transfer process shall consist of four (4) stages: a preliminary stage; a screening stage consisting of two (2) steps; a first-level interview stage consisting of three (3) steps; and a second-level interview stage consisting of two (2) steps.

5.3.1.1 Preliminary Stage

There shall be three (3) preliminary steps in the voluntary transfer process.

Step One: As part of the college process for filling new full-time faculty positions, full-time faculty within the department will reach consensus as to whether to review voluntary transfers. The Department Chair and Area Dean shall define faculty consensus. If a department does not have any full-time faculty or a new faculty position is without a designated department, the Area Dean, in consultation with the Academic Senate President (or designee), will determine whether to review voluntary transfers. If there is no consensus, then Involuntary Transfer may occur.

Step Two: If voluntary transfer applicants are to be considered, the District Human Resources Office shall inform full-time faculty members via email regarding the voluntary transfer deadline date. The District voluntary transfer deadline date shall be no later than three (3) weeks earlier than the general application deadline date.

Step Three: Voluntary transfer applicants must submit to the District Human Resources Office a **Voluntary Transfer Request Form**, an application used for general hiring, a resume and/or a letter of interest no later than the voluntary transfer deadline date. The District Human Resources Office shall forward all voluntary transfer applications to the college requesting the position prior to the general application deadline date.

5.3.1.2 Screening Stage

There shall be two (2) screening steps in the voluntary transfer process.

Step One: A transfer screening committee shall screen the voluntary transfer application(s) according to screening criteria established by the committee prior to reviewing the voluntary transfer applications.

Step Two: The transfer screening committee may recommend by consensus moving forward with one (1) or more voluntary transfer interview(s) or recommend opening the process to all general applicants as described in the hiring manual. If there is no recommendation, then Involuntary Transfer may occur.

5.3.1.3 First Level Interview Stage

There shall be three (3) first-level interview steps in the voluntary transfer process.

Step One: The transfer interview committee develops interview questions that must be used for all voluntary transfer applicants being interviewed.

Step Two: The transfer interview committee conducts [an] interview(s) of the voluntary transfer applicant(s).

Step Three: The transfer interview committee may recommend by consensus [a] voluntary transfer applicant(s) for selection to the College President or choose not to recommend by consensus any voluntary transfer applicant(s). If there is no recommendation, then Involuntary Transfer may occur.

5.3.1.4 Second Level Interview Stage

There shall be two (2) second-level interview steps in the voluntary transfer process.

Step One: After receiving the recommendation(s) from the transfer interview committee, the College President (or designee) interviews the voluntary transfer applicant(s) and checks applicant references consistent with hiring manual procedures.

Step Two: The College President determines to either accept or deny the transfer of the voluntary transfer applicant(s) and then notifies the applicant(s). If the College President denies the voluntary transfer applicant(s), then Involuntary Transfer may occur.

5.3.2 Committee Appointments

Members of the transfer screening committee and transfer interview committee shall be taken from the general hiring committee.

The hiring committee will determine the appointments to the transfer screening and interview committees under conditions in Sections 5.3.2.1 and 5.3.2.2.

5.3.2.1 Transfer Screening Committee Membership

The transfer screening committee shall consist of one (1) administrative member, an affirmative action representative who should be a faculty member if one is available, and at least one (1) tenured discipline faculty member and one (1) additional faculty member, excluding the voluntary transfer applicant's current institution of assignment.

5.3.2.2 Transfer Interview Committee Membership

The transfer interview committee shall consist of at least the transfer screening committee, with the option of adding any or all of the faculty members from the department assigned to the hiring committee.

5.3.2.3 The Rights of Unsuccessful Voluntary Transfer Applicants

If at the screening stage, the first-level interview stage, or the second-level interview stage, a voluntary transfer applicant's request for transfer is denied, the applicant reserves the right to be considered for the position through the general hiring process as described in the hiring manual.

5.3.3 Involuntary Transfer

If a vacancy in the District is to be filled internally and there are no qualified volunteer faculty members, the District may administratively transfer that qualified faculty member with the lowest seniority in that discipline area from a college which has staff overage. General counseling, DSP&S, EOPS, and CalWORKS are considered as separate discipline areas.

5.4 Rights of Return

When there is a vacancy in the subject area at the work location from where the employee was originally transferred or reassigned, the employee who has been involuntarily transferred or involuntarily reassigned has the right to such an opening provided:

5.4.1 The employee accepts such first available assignment which is at least equal to the percent of assignment (tenure) as previously held in the original unit; otherwise the employee forfeits all rights to return automatically.

5.4.2 In the event there is an opening which is not at least equal to the percent of assignment (tenure) as previously held, the employee has the option to accept the lesser percent of assignment which has become available at the original unit. However, should subsequent opening combinations develop at the original unit which would provide opportunity for the employee to have a reassignment which is at least equal to the percent of assignment originally held by the employee, then the employee must do one (1) of two (2) things, either:

- 5.4.2.1 Accept the developed opening combination which would at least equal the original percent of assignment held, or
- 5.4.2.2 Forfeit all rights to automatic reassignment and also forfeit all rights to the partial reassignment at the original unit. Further, in such case the employee may be reassigned to the initial voluntary position as per the terms of the initial volunteering at the discretion of the District. This subsection applies to unit members who apply for an opening and are voluntarily transferred from one college to another college or are voluntarily reassigned from one division to another division within the same college in accordance with the provisions of this subsection.

5.5 Seniority, Reduction in Force, and Recall Rights

- 5.5.1 All faculty members with re-employment rights shall hold a seniority number corresponding to their relative date of employment in the District.
- 5.5.2 The District shall provide LRCFT with current seniority lists for all bargaining unit employees with re-employment rights no later than thirty (30) days after receipt of a written request. The District shall also notify LRCFT of proposed and determined reductions in force, which employees are affected, and the length of the lay-off, if determinable.
- 5.5.3 In the case of a reduction in force, those faculty members with the lowest seniority shall be laid off first in accordance with provisions of the Education Code. In the event that future legislation addresses reduction of force, this contract language will prevail if the legislative language is permissive.
- 5.5.4 Return to duty shall be accomplished in the order of the higher seniority first according to the following terms and conditions:
 - 5.5.4.1 If a vacancy occurs, each employee who has been laid-off shall be notified by mail of any full- or part-time vacancies in the District. Such notification shall be circulated twenty (20) days before the vacancy shall be advertised for general applicants. The District shall notify LRCFT of the existence of such vacancies. No person without re-employment rights shall be hired as long as there are any qualified faculty members with re-employment rights available for any open position.
 - 5.5.4.2 If a faculty member on lay-off exercises seniority rights for a position which is less of a load than his/her re-employment right, that employee shall retain his/her seniority position in regard to other employment in the District.
 - 5.5.4.3 An employee on lay-off with re-employment rights shall have fifteen (15) days after the mailing of vacancy notices to apply to exercise his/her preferential recall rights.

5.6 Partial Assignments, Academic Year

5.6.1 For regular full-time faculty members, less than full-time assignments may be granted for the following reasons:

- 5.6.1.1 A reduction from full-time to partial retirement made voluntarily by the faculty member.
- 5.6.1.2 A reduction from full-time to partial assignment made at the request of a regular faculty member for reasons of health, personal problems, or professional development. Such partial assignments normally shall not exceed one (1) academic year but may be extended for good cause.
- 5.6.1.3 No partial assignments shall be given in a department discipline as long as a regular faculty member with full or part-time employment rights is kept involuntarily on a partial contract that is less than the employee's tenured employment rights.

5.7 Assignment Schedule

- 5.7.1 The development of a specific work location, assignment(s), and hours shall take into consideration the requests of the faculty member in coordination with the Department Chair and Area Dean. The employee's preferences (rooms, time-of-day, courses, etc.) in scheduling shall be given every consideration when consistent with sound educational practices. This article applies to all faculty members, including classroom teachers, counselors, librarians, coordinators, and college nurses. (See Article 20, Management Rights.)
- 5.7.2 An exception to Section 5.7.1 will be made for athletic coaches whose hire date is subsequent to July 1, 1990. Said coaches shall continue in their initial assignment as coach for a minimum of ten (10) years service unless management initiates a change of assignment, Section 5.3 of this article notwithstanding.

5.8 Resignations

- 5.8.1 A unit member who submits a written resignation may, within ten (10) days following the date said resignation was submitted and prior to Board approval, withdraw the resignation without prejudice, except when the resignation is part of a negotiated resignation or given for participation in a special District program in which cases the resignation is effective immediately upon acceptance by the Chancellor.

Article 6

Seniority

- 6.1 In accordance with prevailing state law, the District shall maintain a certificated register; a seniority number will be assigned to each member of the bargaining unit with re-employment rights.
- 6.2 Numbers will be assigned according to provisions in the Education Code. Lower numbers indicate earlier hiring dates; higher numbers indicate more recent dates of employment. The order of seniority for individuals having the same first day of employment is by the assignment of random numbers. Seniority will apply to the tenured teaching load percent designated by Board appointment and subsequent Board reassignment.
- 6.3 Certificated registers shall be maintained in the President's office of each college, in the District Human Resources Office, and with the president of LRCFT.

Article 7

Academic Calendar

Representatives of the District administration shall meet with representatives of the Federation on items relating to the academic calendars for each academic year.

7.1 General Conditions

- 7.1.1 The calendar meetings shall be completed for the succeeding year no later than January 15.
- 7.1.2 The academic calendars shall be for 175 days of instruction or as otherwise stipulated in state statutes.
- 7.1.3 Holidays specified in Education Code §79020 or other state statutes shall be respected in each academic calendar.
- 7.1.4 The parties intend that the calendars adopted will extend the greatest opportunity practicable to encourage student enrollment.
- 7.1.5 The 164-day work year for unit members shall be accounted for in total within the pertinent academic calendar except as provided for otherwise in Article 6.
- 7.1.6 Every effort will be made to minimize the clustering of holidays on any particular day of the week.

Article 8

Performance Review

8.1 Introduction

The primary goal of faculty performance review is to improve the quality of the educational program. The process should promote professionalism, enhance performance, and be effective in yielding a genuinely useful and substantive assessment of performance. To achieve this goal, it is necessary to identify, recognize and nurture excellence; to identify standard performance; and to indicate areas where improvement is necessary or desirable. While formal performance review as described in this article occurs on a cyclical basis, informal review by colleagues and supervisors occurs on a continuous basis, and, as such, communication should also be continuous.

All matters relating to the performance review process are of a confidential nature and members of the review team have the responsibility of maintaining this confidentiality. The faculty member being reviewed, however, is encouraged to utilize all available college and District resources in responding to any performance team recommendations, including working with an Academic Senate-appointed mentor.

8.2 Authorization

Education Code §87660 *et seq.* set forth the requirements for the evaluation of faculty. The legislative intent, as stated in AB 1725, provides that a faculty member's students, administrators and peers should all contribute to his or her performance review, but the faculty should play a central role in the performance review process and, together with appropriate administrators, assume principal responsibility for the effectiveness of the process.

8.3 Definitions

8.3.1 *Academic year (year)* is the period from the first day of the fall semester through the last day of the following spring semester. The academic year for employees on a 12-month calendar begins July 1 and ends June 30.

8.3.2 *Faculty or faculty member* includes, but is not limited to, instructors, librarians, counselors, community college health services professionals, DSP&S professionals, EOP&S professionals, coordinators, and individuals employed to perform a service that, before July 1, 1990, required non-supervisory, non-management community college certification qualifications. (Education Code §87003)

8.3.3 *The Academic Senate President* is the college Academic Senate President.

8.3.4 *The course syllabus (syllabus)* refers to those handouts that describe the procedures, practices, texts, office hours, grading policies, etc., normally distributed during the first class meeting.

- 8.3.5 *The approved course outline* is the official documentation emerging from the Academic Senate led curriculum recommendation process that has been approved by formal action of the Los Rios Board of Trustees.

8.4 **Standards and Criteria for Performance Review**

8.4.1 *Professional Responsibilities - Classroom Faculty*

The following criteria are intended for classroom faculty:

- 8.4.1.1 Communicates subject matter clearly, correctly and effectively.
- 8.4.1.2 Adheres to the approved course outline and effectively assesses the student learning outcomes as stated in the approved course outline.
- 8.4.1.3 Adjusts methodologies for students/clientele with special needs and/or different learning styles.
- 8.4.1.4 Provides clear assignments or directives to students.
- 8.4.1.5 Provides evidence that the dignity of the individual is respected.
- 8.4.1.6 Fosters a classroom or workplace environment that is free from harassment, prejudice or bias.
- 8.4.1.7 Provides for each student a current course syllabus consistent with the approved course outline for each course taught (a copy of which will be maintained each year in the area/division office) and provides a copy to the appropriate administrator.
- 8.4.1.8 Provides clear, legible, and timely course grading records/clientele records and reports.
- 8.4.1.9 Informs students of academic status in class on a regular basis and in a timely manner.
- 8.4.1.10 Maintains required office hours (may not be applicable to adjunct faculty); makes oneself available to students/clientele; meets classes as assigned.
- 8.4.1.11 Meets obligations on time; e.g., grades, requisitions, schedules, textbook orders, rosters.
- 8.4.1.12 Maintains current knowledge of field in performance of assignment.
- 8.4.1.13 Demonstrates evidence of careful preparation in area of assignment.
- 8.4.1.14 Demonstrates evidence of participation in professional growth and development activities.

- 8.4.1.15 Demonstrates evidence of participation in college service activities as defined in Section 4.1.3 (not required for adjunct faculty).
- 8.4.1.16 Works cooperatively and effectively with others.
- 8.4.1.17 Participates in peer review process and serves on peer review committees when requested (not required for adjunct faculty).

8.4.2 *Professional Responsibilities – Counselors*

The following criteria are intended for counselors:

- 8.4.2.1 Communicates clearly, correctly and effectively.
- 8.4.2.2 Adjusts methodologies for students/clientele with special needs and/or different learning styles.
- 8.4.2.3 Provides clear information or directives to students.
- 8.4.2.4 Provides evidence that the dignity of the individual is respected.
- 8.4.2.5 Develops appropriate, complete and accurate written information for students, e.g., transfer agreements, education plans, petitions, etc.
- 8.4.2.6 Maintains current knowledge of field in performance of assignment.
- 8.4.2.7 Demonstrates evidence of careful preparation in area of assignment.
- 8.4.2.8 Demonstrates evidence of participation in professional growth and development activities.
- 8.4.2.9 Demonstrates evidence of participation in college service activities as defined in Section 4.1.3 (not required for adjunct faculty).
- 8.4.2.10 Works cooperatively and effectively with others.
- 8.4.2.11 Participates in peer review process and serves on peer review committees when requested (not required for adjunct faculty).
- 8.4.2.12 Meets obligations on time (e.g., student appointments, requisitions, schedules).
- 8.4.2.13 Adheres to the approved professional standards as stated by the California Community Counseling Programs by the Academic Senate for California Community Colleges, which include: academic, personal, career, crisis and multicultural counseling and department standards.

- 8.4.2.14 Demonstrates flexibility in providing coverage to meet the needs of the department.
- 8.4.2.15 Maintains required schedule; makes oneself available to students/clientele.
- 8.4.2.16 Fosters a learning or workplace environment that is free from harassment, prejudice or bias.

8.4.3 *Professional Responsibilities – Librarians*

The following criteria are intended for librarians:

- 8.4.3.1 Communicates clearly, correctly and effectively with students and other members of the academic community.
- 8.4.3.2 Adjusts methodologies for students/clientele with special needs and/or different learning styles.
- 8.4.3.3 Provides clear information and materials to students and other members of the academic community.
- 8.4.3.4 Provides evidence that the dignity of the individual is respected.
- 8.4.3.5 Demonstrates knowledge and application of appropriate information tools and resources.
- 8.4.3.6 Contributes to building, organizing, accessing and maintaining library collection.
- 8.4.3.7 Maintains required schedule; makes oneself available to students and other members of the academic community.
- 8.4.3.8 Meets obligations on time; e.g., reports, product/service analysis, records, planning documents, orders, schedule requests, projects.
- 8.4.3.9 Fosters a workplace environment that is free from harassment, prejudice or bias.
- 8.4.3.10 Demonstrates flexibility in providing coverage to meet the needs of the department.
- 8.4.3.11 Effectively plans, implements, evaluates and accepts feedback on department programs and services.
- 8.4.3.12 Maintains current knowledge of field in performance of assignment.
- 8.4.3.13 Demonstrates evidence of careful preparation in area of assignment.

- 8.4.3.14 Demonstrates evidence of participation in professional growth and development activities.
- 8.4.3.15 Demonstrates evidence of participation in college service activities as defined in Section 4.1.3 (not required of adjunct faculty).
- 8.4.3.16 Works cooperatively and effectively with others.
- 8.4.3.17 Participates in peer review process and serves on peer review committees when requested (not required of adjunct faculty).

8.4.4 *Professional Responsibilities – Nurses*

The following criteria are intended for nurses:

- 8.4.4.1 Communicates in a clear, appropriate, and concise manner.
- 8.4.4.2 Displays competence in oral and written expression.
- 8.4.4.3 Listens effectively to student questions and concerns.
- 8.4.4.4 Adjusts methodologies and is sensitive to students/clients with special needs and/or cultural differences.
- 8.4.4.5 Uses a variety of assessment and education techniques.
- 8.4.4.6 Makes effective use of health education and community resource materials.
- 8.4.4.7 Encourages critical thinking, questioning, and the development of student/client self-responsibility.
- 8.4.4.8 Is courteous and respects the dignity of each client.
- 8.4.4.9 Fosters an environment that is free from harassment, prejudice or bias.
- 8.4.4.10 Maintains clear, legible, and timely client records and reports; maintains confidentiality.
- 8.4.4.11 Maintains required schedule; makes oneself available to students/clients.
- 8.4.4.12 Meets obligations on time.
- 8.4.4.13 Works cooperatively and effectively with others.
- 8.4.4.14 Maintains current knowledge of field in performance of assignment.
- 8.4.4.15 Demonstrates evidence of careful preparation, planning, organization, and implementation of health services.

- 8.4.4.16 Demonstrates evidence of participation in college service activities as defined in Section 4.1.3 (not required of adjunct faculty).
- 8.4.4.17 Orients and participates in the evaluation of health services staff; participates in peer review process and serves on peer review committees when requested (not required of adjunct faculty).

8.4.5 *Professional Responsibilities – Coordinators*

The review of coordinators will be based on seventeen (17) standards and criteria for performance review. These seventeen (17) will be comprised of ten (10) core standards and an additional seven (7) standards from the list of selectable standards that are appropriate to the work of the coordinator under review. These selectable standards are intended to allow the standards to reflect more effectively the job description and work environment of the coordinator under review. The team members and the reviewee will come to agreement as to which of the selectable standards are appropriate to the coordinator position under review. If the team and the reviewee cannot come to agreement as to the selectable standards, then the issue will be referred to a group made up of the College President (or designee), the Academic Senate President and the LRCFT College President for resolution.

Core Standards for All Coordinators

- 8.4.5.1 Works effectively to develop and meet department, program and/or workplace goals and objectives.
- 8.4.5.2 Fosters a classroom, laboratory or workplace environment that is free from harassment, prejudice or bias, and respects the dignity of the individual.
- 8.4.5.3 Develops appropriate, complete and accurate written information for students, clients, classified staff, and appropriate administrators (e.g. course grading records/clientele records and reports).
- 8.4.5.4 Maintains required schedule; makes him/herself available to students, staff, clientele, and appropriate administrators.
- 8.4.5.5 Meets obligations on time; e.g., requisitions, schedules, reports, grades, textbook orders, rosters, and student appointments.
- 8.4.5.6 Maintains current knowledge of field in performance of assignment.
- 8.4.5.7 Demonstrates evidence of participation in professional growth and development activities.

- 8.4.5.8 Demonstrates evidence of participation in college service activities as defined in Section 4.1.3 (not required of adjunct faculty).
- 8.4.5.9 Works cooperatively and effectively with others.
- 8.4.5.10 Participates in peer review process and serves on peer review committees when requested (not required of adjunct faculty).

Selectable Standards and Criteria for Performance Review of Coordinators.

The teams and the reviewee will select seven standards from the following so that the total standards of review will reflect as accurately as possible the reviewee's particular job description and work situation.

When coordinator works directly with students in assisting learning or study, or when coordinator trains, teaches or counsels students or clients:

- 8.4.5.11 Communicates subject matter clearly, correctly and effectively.
- 8.4.5.12 Adjusts methodologies for students/clientele with special needs and/or different learning styles.
- 8.4.5.13 Provides clear assignments or directives to students.
- 8.4.5.14 Demonstrates evidence of careful preparation in area of assignment.
- 8.4.5.15 Provides clear, legible and timely course syllabi, grading records/client records and reports.
- 8.4.5.16 Provides for each student a current course syllabus consistent with the approved course outline for each course taught (a copy of which will be maintained each year in the area/division office) and provides a copy to the appropriate administrator.
- 8.4.5.17 Informs students of academic status in class on a regular basis and in a timely manner.
- 8.4.5.18 Adheres to the approved professional standards as stated by the California Community Counseling Programs by the Academic Senate for California Community Colleges, which include: academic, personal, career, crisis and multicultural counseling and department standards.
- 8.4.5.19 Develops appropriate, complete and accurate written information for students, e.g., transfer agreements, education plans, petitions, etc.

When coordinator works with outside agencies and/or in programs and services with special regulatory requirements or accreditations:

- 8.4.5.20 Effectively interprets and applies relevant regulations and laws governing program or service.
- 8.4.5.21 Works effectively with outside agencies, intern providers or business and industry partners.
- 8.4.5.22 Works effectively with faculty and administrators in creating partnerships and completing projects.
- 8.4.5.23 Effectively coordinates and/or communicates with a community advisory board.
- 8.4.5.24 Coordinates and/or supervises community internship placements.
- 8.4.5.25 Functions effectively as a liaison and/or resource to the larger community.

When coordinator does research, scheduling or planning:

- 8.4.5.26 Produces research products that are accurate, correct in format and appropriate in scope.
- 8.4.5.27 Produces program, departmental or unit schedules that make effective use of staff and other resources.
- 8.4.5.28 Provides program, departmental or unit planning that meets the needs of the college.
- 8.4.5.29 Provides effective planning and implementation of program budget.
- 8.4.5.30 Assists the Area Dean in determining program or department schedules.

Other selectable standards and criteria:

- 8.4.5.31 Demonstrates flexibility in providing coverage to meet the needs of the department or program.
- 8.4.5.32 Adheres to appropriate professional standards, as applicable.
- 8.4.5.33 Effectively schedules, assigns and/or monitors student help.
- 8.4.5.34 Effectively updates, revises and/or creates programs and/or services.
- 8.4.5.35 Effectively updates, revises and/or creates curriculum.

8.4.6 *Professional Responsibilities - Athletic Coaches*

- 8.4.6.1 Communicates subject matter clearly, correctly and effectively.

- 8.4.6.2 Adheres to the approved course outline and effectively assesses the student learning outcomes as stated in the approved course outline.
- 8.4.6.3 Adjusts methodologies for student/clientele with special needs and/or different learning styles.
- 8.4.6.4 Provides evidence that the dignity of the individual is respected.
- 8.4.6.5 Fosters an environment that is free from harassment, prejudice or bias.
- 8.4.6.6 Maintains and recruits student athletes sufficient to field a competitive team and positively represent the college.
- 8.4.6.7 Provides for each student a course syllabus consistent with the approved course outline for each course taught (a copy of which will be maintained each year in the area/division office) and provides a copy to the appropriate administrator.
- 8.4.6.8 Provides clear and accurate information in areas such as practice schedules, game schedules, behavior and eligibility expectations, contest scores, web site information, media guide information, travel requests, budget requests, and a thorough end-of-season report.
- 8.4.6.9 Informs students of academic status in class on a regular basis and in a timely manner.
- 8.4.6.10 Maintains required office hours; is available to students/clientele; meets classes as assigned.
- 8.4.6.11 Meets obligations on time; e.g., grades, requisitions, schedules, textbook orders, rosters.
- 8.4.6.12 Maintains current knowledge of the field, including District, COA and sports association compliance and certification, and safety standards.
- 8.4.6.13 Demonstrates evidence of careful preparation and active participation in area of assignment.
- 8.4.6.14 Demonstrates evidence of participation in professional growth and development activities.
- 8.4.6.15 Demonstrates evidence of participation in college service activities as defined in Section 4.1.3 (not required of adjunct faculty).

- 8.4.6.16 Works cooperatively and effectively with others, including working with athletic counselors and other faculty to assist students in achieving their educational goals.
- 8.4.6.17 Participates in peer review process and serves on peer review committees when requested.

8.5 General Conditions

- 8.5.1 If the review team is unable to conduct workstation observations or to distribute and collect student performance review forms due to a lack of cooperation from the faculty member under review, the review will not be considered incomplete. A faculty member's efforts to delay or prevent any element of the review process (for example, failure to schedule or attend a pre-review or post-review conference, as well as items noted above) will not invalidate the review.
- 8.5.2 While the review takes place within the timelines of a given semester or year, the period under review shall be the entire time since the last review.
- 8.5.3 Confidentiality
All matters relating to the performance review process are of a confidential nature. All persons involved in the review process have the responsibility of maintaining this confidentiality. This in no way precludes the faculty member being reviewed from seeking counsel.
- 8.5.4 Timelines
The timelines stated for the various review processes guide the direction for the timely accomplishment of the performance review. If a particular target date cannot be met and the performance review or a component of the performance review must be delayed, the employee, the supervisor or the performance review team will provide a written explanation to the other two (2) parties stating the reasons causing the delay. Good faith efforts will be made towards meeting all target dates.

8.6 Tenure-Track Faculty

The Tenure-Track Faculty Peer Review Team consists of the Area Dean and two (2) faculty members and will be formed as follows:

Committee	Assigned By	Timelines
Area Dean/Administrator (Section 8.6.1.2.1)	Primary Service Area	
List of Faculty for Review	Area Dean to Academic Senate	Prior to classes
Two Tenured Faculty (Sections 8.6.1.2.2, 8.6.1.2.3)	Academic Senate President	End of 3 rd week
Peremptory Challenge (Section 8.6.1.2.5)	Faculty under review	During years 2-4 only

The tenure-track review will occur in the first semester and each fall semester thereafter and shall incorporate the following elements and timelines:

Review Elements – Section 8.6.2	Timelines*
a. Pre-Review Conference	By the 6 th week
b. Informal Advisement	Entire semester
c. Self-Study	By the 6 th week (years 2, 3, & 4 only)
d. Workstation Observations	6 th -15 th week: At least one (1) workstation observation must be completed before the mid-semester meeting
e. Student Reviews	6 th -15 th week: At least one (1) classroom student review must be completed before the mid-semester meeting
f. Mid-Semester Meeting	8 th -10 th week
g. Review Team Conference	13 th -17 th week
h. Performance Review Conference	15 th -17 th week
i. Faculty Performance Review Form	End of the Fall semester

*Appropriate adjustments made for short-term classes

8.6.1 Tenure-Track Faculty Peer Review Team

8.6.1.1 Purpose

To assess the potential of tenure-track faculty to become regular faculty and to help tenure-track faculty achieve excellence in instruction during the tenure-track period. In exercising this responsibility, the team may or may not recommend to the appropriate administrator the offer of a second-year contract, a third/fourth-year contract, and, after the fourth year, the granting of tenure.

8.6.1.2 Membership

8.6.1.2.1 The Academic Senate President (or designee), in consultation with the Area Dean or appropriate administrator and the Department Chairs, if any, will jointly define the Performance Review Service Area, the area from which faculty shall be selected to form the team.

- a. The Performance Review Service Area shall be regarded as the entire area, a department within the area, a special emphasis within a department or a grouping of related departments or disciplines within an area, depending on the joint determination, as stated above, of the Academic Senate President, the Area Dean or appropriate administrator, and the Department Chairs, if any.
- b. If the tenure-track faculty member to be reviewed has a workload split between two (2) or more administrative areas, then the

Area Dean or appropriate administrator who supervises the area in which the faculty member performs most of his/her assigned workload, based on percentage of FTE, shall be the administrator who aids in the determination of the Performance Review Service Area and who serves on the team for that tenure-track faculty member. In cases in which the load is split evenly, the Area Deans or appropriate administrators involved will jointly agree on the administrator to be involved in the processes named above.

- 8.6.1.2.2 The team shall be composed of two (2) or more tenured faculty selected from the Performance Review Service Area, and the Area Dean or appropriate administrator, with at least one (1) of the faculty named to come from the evaluatee's discipline or from a closely-related discipline whenever practicable. If the tenure-track faculty member is a coordinator with a workload split between two (2) or more administrative areas, then the team will be composed of two (2) or more tenured faculty selected from the instructional/counselor Performance Review Service Area. In no case will the Tenure-Track Faculty Peer Review Team be composed of an even number of members. In special cases, the Academic Senate President (or designee), in consultation with the Academic Senate President(s) from the other college(s) involved, may appoint faculty members from other colleges to help assure that at least one (1) of the faculty on the team comes from the same or closely-related discipline as the faculty member being reviewed. In special cases, the Academic Senate President (or designee) may appoint one (1) fourth-year tenure-track faculty to the team.
- 8.6.1.2.3 The Academic Senate President (or designee), in consultation with the Area Dean or appropriate administrator and the Department Chair, if any, shall select the faculty members on the team. Under no circumstances will an appointed mentor to the tenure-track faculty member under review be appointed to the Tenure-Track Faculty Peer Review Team.
- 8.6.1.2.4 It is intended that faculty appointed to the team shall serve for the duration of the tenure-track period. No additional team members will be appointed after the initial team composition has

been determined except in those cases where a vacancy occurs due to sabbaticals, retirements, etc., or except as provided otherwise in this article.

- 8.6.1.2.5 The list of faculty selected for the team shall be reviewed by the faculty member under review. During the four-year tenure-track period, each tenure-track faculty member will have one (1) peremptory challenge concerning the composition of his/her review team (faculty membership only). This challenge may be made at the beginning of years 2, 3 or 4, by the second week of the semester. The request to replace one (1) faculty member, one time only, must be made in writing to the college Academic Senate President (or designee). The vacancy created by the challenge is to be filled by the Academic Senate President (or designee), in consultation with the Area Dean or appropriate administrator and the Department Chair(s), if any, from the pool of tenured faculty in the Performance Review Service Area as described above.
- 8.6.1.2.6 If appointments are not made by the end of week three or the faculty members of the team fail to meet their obligations in the review process, the Area Dean or appropriate administrator shall give written notice to the Academic Senate President and the LRCFT College President of the faculty's failure to act. The administrator shall then proceed with the review, which may include, but not be limited to, workstation observations.
- 8.6.1.2.7 The Area Dean and a faculty member on the review team can jointly request to replace the other faculty member of the team if they find that faculty member either does not actively participate, may not be objective, or has shown a bias and/or prejudice against the faculty member being reviewed. The request to replace the faculty member must be in writing and include an explanation for the request, signed by the Area Dean and faculty member who requested a replacement, and sent to the Academic Senate President. The Academic Senate President (or designee) must notify the faculty member of the replacement request. An appeal and explanation for the appeal by the faculty member being replaced must be made in writing to the Academic Senate President within five (5) working days from being notified of the request. Following an appeal, it will be the decision of the college Academic

Senate President whether to replace the faculty member on the team and the decision shall be final. If the appeal is denied or there is no appeal, the vacancy created by the request shall be filled by the Academic Senate President, in consultation with the Area Dean or appropriate administrator and Department Chair(s), if any, from the pool of qualified faculty in the Performance Review Service Area as described above.

8.6.2 The review of tenure-track faculty shall include the following elements and procedures:

a. *Pre-Review Conference*

The team and the tenure-track faculty member meet to discuss the review process. A copy of this article will be provided to and reviewed with the team and the faculty member under review. For tenure-track coordinator faculty reviews, the selectable standards will be agreed to at the beginning of the first year of review in the pre-review conference. The same selectable standards for coordinators will stay in place for the four (4) years of tenure-track review. Therefore, the coordinator will know the specific selectable standards at the beginning of the period of review. Please note that the sub-categories in the list of selectable standards are intended only to help arrange and orient the selectable standards and are not intended to restrict a team and reviewee's options to any particular sub-category. However, if selectable standards under "When Coordinator Works Directly with Students in Assisting Learning or Study, Or When Coordinator Trains, Teaches, or Counsels Students or Clients" are selected, then the committee and reviewee will determine jointly whether the extent of teaching in the coordinator's assignment is such that the use of the standard classroom instructor evaluation form is appropriate in the case of that coordinator. At the end of the tenure-track period and after every tenured faculty review cycle, the selectable standards agreed to for the prior review will be reviewed for possible change in respect to the next cycle of review during the post-review conference.

b. *Informal Advisement*

On an informal basis, team members and the tenure-track faculty member work together to assist the tenure-track faculty member.

c. *Self-Study (second, third and fourth years only)*

Each faculty member will prepare a self-study using the approved format as described in [Appendix E](#) and provide copies to all review team members by the sixth (6th) week of the semester of the review.

d. *Workstation Observations*

There will be a minimum of three (3) direct workstation observations by members of a tenure-track faculty review team (faculty plus Area Dean or appropriate administrator). Whenever possible, observations should include different course preparations. A minimum of one (1)

workstation observation must be completed before the mid-semester review meeting.

e. *Student Review Forms*

Student reviews are primarily a tool for faculty to use to facilitate the improvement of instruction or student services. In addition, a less than satisfactory performance review based on workstation observations, administrative documentation (i.e., written letters or documentation from students, faculty, staff, or administration directly related to the performance review), and self-study may be corroborated by student reviews. Student review forms will be administered in a minimum of three (3) classes and when practicable for each class preparation. Student review forms from a minimum of one (1) class must be completed before the mid-semester review meeting. For counselors and nurses, four (4) weeks within the overall timeline will be identified by the Area Dean in consultation with the Department Chair to administer student reviews. The four (4) identified weeks must be scheduled after the pre-review conference or arrangements are completed. A minimum of one (1) week must be specified and student reviews administered prior to the mid-semester review meeting. However, the return of student reviews will be collected throughout the overall timeline and used for the performance review. Original individual student review forms will be returned to the faculty after grades have been submitted; the District may maintain copies no longer than one (1) semester following the fourth year of review or until a grievance has been resolved. A majority vote of the review team will determine if student reviews are necessary for coordinators with a workload split with another service area (e.g. instructional, nursing, counseling), or if the extent of their selectable standards and criteria warrant such consideration. If student reviews are to be used, the procedure will be the same for that specific in Performance Review Service Area for Adjunct Faculty (Section 8.8.2.1d).

f. *Mid-Semester Review*

The mid-semester review is a mandatory meeting. The review team will provide feedback to the faculty member about the current status of the review such as the syllabus, self-study, workstation observations, and student reviews.

g. *Review Team Conference*

All team members meet to discuss the results of the syllabi, self-study, workstation observations, the review of professional responsibilities, administrative documentation, and the student review forms. All elements of the performance review must be completed prior to the review team conference. Performance review forms including written recommendations will be completed at this time. The team decides whether to recommend continuation of the tenure-track contract (for first and second year tenure-track faculty). The team meets in the fall semester for fourth-year tenure-track faculty to consider whether or not to recommend to the College President that tenure be granted. While the team will meet at the end of year three, no specific tenure

recommendation may be made. If the team members do not agree on the review, the majority recommendation will prevail; however, a minority opinion may be attached. The Area Dean or appropriate administrator will be responsible for enforcing timelines. Failure on the part of the team to meet its obligations will invoke the provisions of paragraph 8.6.1.2.6.

h. *Post-Review Conference*

The tenure-track faculty member and all team members meet to discuss the performance review and to consider the faculty member's plans for the next semester, if applicable. Overall results of the student reviews will be shared during the meeting; individual review forms will be given to the faculty member after the end of the semester. In all reviews, the reviewer(s) shall cite specific examples and recommendations for improvement in writing for each “needs improvement” and “unsatisfactory” mark. The faculty member under review shall have an opportunity to append any written rebuttal or explanations to the review form.

i. *Faculty Performance Review Form*

The review form and any rebuttal or explanations by the reviewee will become an official part of the employee's personnel file. The Area Dean or appropriate administrator then submits the signed performance review form by the end of the fall semester to the College President (or designee) for submission to the District Human Resources Office and the faculty member's personnel file. In the fourth year of review, the fall semester recommendation of the review team will be considered by the College President in the President's recommendation to the Chancellor and the Board.

8.6.3 *Frequency of Performance Reviews*

Tenure-track faculty shall be reviewed the first semester of employment and every fall semester thereafter. One (1) formal review per year shall be the norm for tenure-track faculty performance review; however, additional reviews may be performed with the agreement of a majority of the members of the team.

8.6.4 The review team may only make tenure recommendations as part of the fourth year review.

8.6.5 Tenure-track faculty may not be appointed to the position of Department Chair during probationary status, without the express written approval of the college Academic Senate President.

8.7 **Tenured Faculty**

The Tenured Faculty Peer Review Team consists of the Area Dean and two (2) tenured faculty members and will be formed as follows:

Committee	Assigned By	Timelines
Area Dean/Administrator (Section 8.7.2.2)	Primary Service Area	
List of Faculty for Review	Area Dean to Academic Senate	Prior to classes
Type A/B notification	Area Dean	Prior to classes*
Two Tenured Faculty (Sections 8.7.2.2.1-8.7.2.2.4)	Academic Senate President	End of 3 rd week
Peremptory Challenge (Section 8.7.2.2.3)	Faculty under review	3 weeks after being notified of the team
Fall vs. Spring Evaluation	Area Dean	4 th week of the Fall semester

The two (2) tracks shall incorporate the following elements, procedures, and timelines:

Review Elements	Procedure A (Section 8.7.3.1)	Procedure B (Section 8.7.3.2)	Timelines*
a. Pre-Review Arrangements	Yes	Yes	By the 6 th week**
b. Self-Study	Yes	Yes	By the 6 th week**
c. Workstation Observations	Yes	Optional	By the 15 th week**
d. Student Reviews	Yes	Yes	By the 15 th week**
e. Review Team Conference	Yes	Yes	15 th -17 th week**
f. Post-Review Conference	Yes	Optional (Unless an overall "Needs Improvement" or "Unsatisfactory" is marked)	End of the Semester**
g. Faculty Performance Review Form	Yes	Yes	End of Academic Year

*Appropriate adjustments made for short-term classes

**of the Fall or Spring semester under review.

8.7.1 Timeline Overview

Prior to the beginning of the semester of review, the appropriate administrator will notify the Academic Senate President of the name(s) of the persons whose performance reviews are to be conducted. Prior to the beginning of classes, each faculty member to be reviewed will be notified and provided a copy of the self-study format so that it will be prepared by the sixth (6th) week of the semester of review. For faculty on a 174-day year, reviews may begin any time after July 1. The reviews of both classroom faculty and non-classroom faculty must be completed by the end of the academic year in which they were initiated. The Area Dean or appropriate administrator will be responsible for assuring that the process is completed by the end of the school year. Failure on the part of the team to meet its obligations will invoke the provisions of Section 8.7.2.2.4.

Appropriate timeline adjustments will be made for short-term classes. Faculty who have submitted written notice of retirement in the year of a

scheduled review are exempt from review. Special reviews may be conducted under the special circumstances described in Section 8.14.

8.7.2 Tenured Faculty Review Team

8.7.2.1 Purpose

To review the performance of tenured faculty. In exercising this responsibility, the team shall make, on the basis of its findings, one (1) of two (2) recommendations in regard to the faculty member under review: a) that the faculty member should be regarded as having successfully completed the performance review, or b) that the faculty member should have additional reviews as indicated on the Faculty Performance Review form.

8.7.2.2 Membership

The Academic Senate President (or designee), in consultation with the Area Dean or appropriate administrator and the Department Chairs, if any, will jointly define the Performance Review Service Area of the faculty to be evaluated; this is the area from which tenured faculty shall be selected to form the team for purposes of the review.

- a. The Performance Review Service Area shall be regarded as the entire area in which the faculty member to be reviewed serves, a department within the area, a special emphasis, online courses, or discipline within a department or a grouping of related departments or disciplines within an area, depending on the joint determination by those named in the paragraph above.
- b. If the faculty member to be reviewed has a workload split between two (2) or more administrative areas, then the Area Dean or appropriate administrator who supervises the area in which the faculty member performs most of his/her assigned workload based on percentage of FTE shall be the administrator who aids in the determination of the faculty member's Performance Review Service Area. In cases in which the assigned load is split evenly between or among areas, the Area Deans or appropriate administrators involved will jointly agree on the administrator to aid in the determination of the Performance Review Service Area.

- 8.7.2.2.1 Each tenured faculty review team shall be composed of the Area Dean or appropriate administrator, and at least two (2) tenured faculty members selected from the Performance Review Service Area of the faculty member under review, with at least one (1) of the faculty named to come from the discipline or from a closely-related discipline whenever practicable. If a coordinator

has a workload split between two (2) or more administrative areas, then the team will be composed of two (2) or more tenured faculty selected from the instructional/counselor Performance Review Service Area. In special cases, the Academic Senate President (or designee), in consultation with the Academic Senate President(s) from the other college(s) involved, may appoint faculty members from other colleges to help assure that at least one (1) of the faculty of the team comes from the same or closely-related discipline as the faculty member being reviewed.

8.7.2.2.2 The Academic Senate President (or designee), in consultation with the Area Dean or appropriate administrator and the Department Chair(s), if any, shall select the faculty to serve on the team.

8.7.2.2.3 The list of faculty selected for the team shall be reviewed by the faculty member under review. One (1) peremptory challenge is allowed. Such challenge must be in writing and directed to the Academic Senate President within three (3) weeks of being notified of the performance review team members. The vacancy created by the challenge is to be filled by the Academic Senate President (or designee), in consultation with the Area Dean or appropriate administrator and the Department Chair(s), if any, from the pool of tenured faculty in the Performance Review Service Area, as described above.

8.7.2.2.4 If appointments are not made by the end of week three or the faculty members of the team fail to meet their obligations in the review process, the Area Dean or appropriate administrator shall give written notice to the Academic Senate President and the LRCFT College President of the faculty's failure to act. The administrator shall then proceed with the review, which may include, but not be limited to, workstation observations.

8.7.3 The performance review of tenured faculty shall consist of two (2) tracks. Procedure A, the more rigorous procedure, shall be used in alternate review cycles, upon recommendation of the peer review team. Procedure B, the less rigorous procedure, may be used no more than once every six (6) years and only if the previous performance review was "satisfactory."

8.7.3.1 Elements and Procedures of A

a. *Pre-Review Arrangements*

The Area Dean will determine whether the faculty member shall be reviewed in the fall or spring semester by the fourth (4th) week of the fall semester. Within the first six (6) weeks of the semester under review, the team establishes, by email, telephone, etc., timelines for itself and the faculty member to complete required tasks before the end of the academic year. The team shall provide the faculty member and the Academic Senate President with a copy of those timelines.

b. *Self-Study*

Each faculty member will prepare a self-study using the approved format, as described in [Appendix E](#), and provide copies to all review team members on a mutually agreed to date determined in the pre-review arrangements in Section “a” above. The self-study shall address “as defined in Section 4.1.3.” (See Sections 8.4.1.15, 8.4.2.9, 8.4.3.15, 8.4.4.16, and 8.4.5.8).

c. *Workstation Observations*

A minimum of three (3) workstation observations will be conducted by members of the team. At the request of the faculty member under review and upon mutual agreement of the team, the workstation observation of classroom instructors may be videotaped in lieu of the in-class observation.

d. *Student Review Forms*

Student reviews are primarily a tool for faculty to use to facilitate the improvement of instruction or student services. In addition, a less than satisfactory performance review based on workstation observations, administrative documentation (i.e. written letters or documentation from students, faculty, staff, or administration directly related to the performance review), and self-study may be corroborated by student reviews. Student review forms will be administered in a minimum of three (3) classes and, when practicable, for each class preparation. For counselors and nurses, four (4) weeks within the overall timeline will be identified by the Area Dean in consultation with the Department Chair to administer student reviews. The four (4) identified weeks must be scheduled after the pre-review conference or arrangements are completed. However, the return of student reviews will be collected throughout the overall timeline and used for the performance review. Original individual student review forms will be returned to the faculty after grades have been submitted; the District may maintain copies no longer than one (1) semester or

until a grievance has been resolved. A majority vote of the review team will determine if student reviews are necessary for coordinators with a workload split with another service area (e.g. instructional, nursing, counseling), or if the extent of their selectable standards and criteria warrant such consideration. If student reviews are to be used, the procedure will be the same for that specific in Performance Review Service Area for Adjunct Faculty (Section 8.8.2.1d).

- e. *Review Team Conference*
All team members meet to discuss the results of the syllabi, workstation observations, the review of professional responsibilities, administrative documentation, and the student review forms. All elements of the performance review must be completed prior to the review team conference. Performance review forms, including written recommendations, will be completed at this time. If the team members do not agree on the review, the majority recommendation will prevail; however, a minority opinion may be attached. A majority of the team must justify, in writing, any recommendation for a review in less than three (3) years. Failure on the part of the team to meet its obligation will invoke the provisions of Section 8.7.2.2.4. A majority of the team must justify, in writing, any less than satisfactory rating and any recommendation for a Procedure A review in three (3) years or less.
- f. *Post-Review Conference*
All review team members and the faculty member meet. The videotape, if used, may be utilized in the post review conference but shall be returned to the evaluatee after the review has been finalized. The review shall cite specific examples and recommendations for improvement in writing for each “needs improvement” and “unsatisfactory” mark. The faculty member under review shall have an opportunity to append any written rebuttal or explanations to the review form. The review form with such rebuttal or explanations will become an official part of the employee’s personnel file.
- g. *Faculty Performance Review Form*
The review form and any rebuttal or explanations by the reviewee will become an official part of the employee's personnel file. The Area Dean or appropriate administrator then submits the signed performance review form by the end of the academic year to the College President (or designee) for submission to the District Human Resources Office and the faculty member's personnel file.

8.7.3.2 Elements and Procedures of B

- a. *Pre-Review Arrangements*
A consultation among members of the evaluatee's peer review team, who shall jointly determine the performance rating of the evaluatee, using the Faculty Performance Review form and student reviews.
- b. *Self-Study*
The faculty member under review will submit a self-study as in Procedure A.
- c. *Workstation Observations*
Do not normally occur in Procedure B. Only at the request of the faculty member under review may workstation observations occur.
- d. *Student Review Forms*
Student reviews are primarily a tool for faculty to use to facilitate the improvement of instruction or student services. In addition, a less than satisfactory performance review based on workstation observations (if conducted), administrative documentation (i.e. written letters or documentation from students, faculty, staff, or administration directly related to the performance review), and self-study may be corroborated by student reviews. Student review forms will be administered in a minimum of three (3) classes and, when practicable, for each class preparation. For counselors and nurses, four (4) weeks within the overall timeline will be identified by the Area Dean in consultation with the Department Chair to administer student reviews. The four (4) identified weeks must be scheduled after the pre-review conference or arrangements are completed. However, the return of student reviews will be collected throughout the overall timeline and used for the performance review. Original individual student review forms will be returned to the faculty after grades have been submitted; the District may maintain copies no longer than one (1) semester or until a grievance has been resolved. A majority vote of the review team will determine if the student reviews are necessary for coordinators with a workload split with another service area (e.g. instructional, nursing, counseling), or if the extent of their selectable standards and criteria warrant such consideration. If the student reviews are to be used, the procedure will be the same for that specific in Performance Review Service Area for Adjunct Faculty (Section 8.8.2.1d).
- e. *Review Team Conference*
All elements of the performance review must be completed prior to the review team conference. All team

members meet to discuss the results of the syllabi, self-study, workstation observations (if conducted), the review of professional responsibilities, administrative documentation, and the student review forms, and use the same Procedures as in A.

f. *Post-Review Conference*

The post-review conference is optional. The review shall be completed and a copy given to the faculty member by the end of the school year in which it was initiated. The review shall document specific examples and provide clear suggestions for improvement in writing for each “needs improvement” and “unsatisfactory” mark. The faculty member under review shall have an opportunity to append any written rebuttal or explanations to the review form. The review form with such rebuttal or explanations will become an official part of the employee’s personnel file. The team will meet to discuss the results of the review at the request of a peer review team member or the faculty member under review. If the review results in an overall “needs improvement” or “unsatisfactory,” the review team will meet with the faculty member under review to discuss the results of the review before the review is finalized.

g. *Faculty Performance Review Form*

The review form and any rebuttal or explanations by the reviewee will become an official part of the employee's personnel file. The Area Dean or appropriate administrator then submits the signed performance review form by the end of the academic year to the College President (or designee) for submission to the District Human Resources Office and the faculty member's personnel file.

8.7.4 *Frequency of Reviews*

There will be a performance review of tenured faculty three (3) years following the four-year tenure-track procedure and the granting of tenure. The first review of a tenured faculty member will begin with Procedure A and shall occur at least every three (3) years afterward. If the Procedure A review was “satisfactory,” then the next performance review of the tenured faculty member will utilize Procedure B, the less rigorous procedure. Procedure B may be used no more than once every six (6) years and only if the previous performance review was overall “satisfactory.”

8.8 Adjunct Faculty

The Adjunct Faculty Peer Review Team consists of the Area Dean and one (1) faculty member and will be formed as follows:

Committee	Assigned By	Timelines
Area Dean/Administrator	Primary Service Area	
List of Faculty for Review	Area Dean to Academic Senate	By the 1 st week
Type A/B Notification	Area Dean	Prior to classes*
One Faculty Member - Minimum of Preferred Adjunct (Section 8.8.1.1c)	Academic Senate President	By the 3 rd week
Department Chair (ex-officio) (Section 8.8.1.1.e)	Academic Senate President	By the 3 rd week
Workstation Observers (Sections 8.8.1.1d, 8.8.2.1c) Faculty on team – Required Area Dean – Optional Dept. Chair (ex-officio) – Optional Additional Faculty – Optional by Team	Academic Senate President	TBA
Change Type B to A (Section 8.8.2.1a)	Adjunct Faculty under review	By the 6 th week*

The two (2) tracks shall incorporate the following elements, procedures and timelines:

Review Elements	Procedure A (Section 8.8.2.1)	Procedure B (Section 8.8.2.2)	Timelines*
a. Pre-Review Arrangements	Yes	Yes	By the 6 th week
b. Self-Study First Review	Yes No	Yes	By the 6 th week
c. Workstation Observation	Yes	No	3 rd -15 th week
d. Student Reviews	Yes	Yes	3 rd -15 th week
e. Review Team Conference	Yes	Yes	14 th -17 th week
f. Post-Review Conference	Yes	Optional (Unless an overall “Needs Improvement”) or “Unsatisfactory” is marked)	Before end of semester
g. Faculty Performance Review Form	Yes	Yes	End of semester under review

*Appropriate adjustments made for short-term classes

8.8.1 Timeline Overview

Prior to the beginning of the semester of review, the appropriate administrator will notify the Academic Senate President of the names of the adjunct faculty whose performance reviews are to be conducted. Prior to the beginning of classes, each faculty member to be reviewed will be notified whether they will have a Procedure A or B review and will be provided a copy of the self-study format so that it will be prepared by the sixth week of the semester of review. An adjunct faculty member scheduled for a Procedure B review may change to a Procedure A review upon request

within one (1) week following notification. The reviews of both classroom faculty and non-classroom faculty must be completed by the end of the academic year in which they were initiated. Appropriate timeline adjustments will be made for short-term classes. The Area Dean or appropriate administrator will be responsible for assuring that the process is completed by the end of the school year. Failure on the part of the team to meet its obligations will invoke the provisions of Section 8.8.1.1f.

8.8.1.1 Adjunct Faculty Review Team Appointments

- a. A review team or teams shall be formed in every area that contains adjunct faculty scheduled for review.
- b. The review team shall consist of one (1) faculty member and the Area Dean.
- c. The faculty member serving on this team shall be appointed by the Academic Senate President (or designee) in consultation with the Area Dean or appropriate administrator and Department Chair, if any, from the pool of regular faculty, part-time tenured faculty, or adjunct faculty with preference in the area.
- d. After consultation with the Area Dean and Department Chair, and approval of the Academic Senate President (or designee), a faculty member who is not on the peer review team may carry out a workstation observation.
- e. If the Department Chair is not appointed on the adjunct peer review team, the Department Chair may serve on the team as an ex-officio member. Appointment as an ex-officio member requires consensus by the Area Dean and appointed faculty member, and approval by the Academic Senate President (or designee). As an ex-officio member, the Department Chair may participate in the adjunct review but has no vote in the final decision.
- f. If appointments are not made by the end of week three (3) or the faculty member of the team fails to meet his/her obligations in the review process, the Area Dean or appropriate administrator shall give written notice to the peer review team members, the Academic Senate President and the LRCFT College President of the faculty's failure to act. The administrator shall then proceed with the review.

- 8.8.2 The performance review of adjunct faculty shall consist of two (2) tracks. Procedure A, the more rigorous procedure, shall be used for the review of all non-preferenced adjunct faculty and at least every other review cycle for preferenced adjunct faculty. Procedure B, the less rigorous procedure, will be used for preferenced adjunct faculty only after a "satisfactory" Procedure A performance review.

8.8.2.1 Elements and Procedures of A

a. *Pre-Review Arrangements*

An adjunct faculty member scheduled for a Procedure B review may change to a Procedure A review upon request within one (1) week following notification of the procedure to be used. By week six (6) of the semester of review, the team, in conjunction with the faculty member under review, establishes, by email, telephone, etc., timelines for itself and the faculty member to complete the required tasks before the end of the semester. Appropriate timeline adjustments will be made for assignments of duration of less than a full semester.

b. *Self-Study*

Each faculty member will prepare a self-study using the approved format, as described in [Appendix F](#), and provide copies to all review team members on a mutually agreed to date determined in the pre-review arrangements in Section “a” above. The self-study is not required of adjunct faculty in their first year of review.

c. *Workstation Observation*

A workstation observation will occur in a minimum of one (1) course preparation. The faculty member on the review team is required to do a workstation observation. The Area Dean and the ex-officio Department Chair have the option of performing a workstation observation. After consultation with the Area Dean and Department Chair, and approval of the Academic Senate President (or designee), a workstation observation may be carried out by a faculty member who is not on the peer review team.

d. *Student Review Forms*

Student reviews are primarily a tool for faculty to use to facilitate the improvement of instruction or student services. In addition, a less than satisfactory performance review based on workstation observations, administrative documentation (i.e. written letters or documentation from students, faculty, staff, or administration directly related to the performance review), and self-study may be corroborated by student reviews. Student review forms will be administered in a minimum of one (1) class and, whenever practicable, for each course preparation. For counselors and nurses, four (4) weeks within the overall timeline will be identified by the Area Dean in consultation with the Department Chair to administer student reviews. The four (4) identified weeks must be scheduled after the pre-review conference or arrangements are completed. However, the return of student reviews will be collected throughout the overall timeline and used for the performance review. Original

individual student review forms will be returned to the faculty after grades have been submitted; the District may maintain copies no longer than one (1) semester or until a grievance has been resolved.

e. *Review Team Conference*

The review team will meet to jointly determine the performance rating of the adjunct faculty member under review using the syllabi, self-study, student review forms, workstation observations, administrative documentation, and the review of professional responsibilities. All elements of the performance review must be completed prior to the review team conference. Performance review forms, including written recommendations, will be completed at this time. The team must justify, in writing, any less than satisfactory rating and any recommendation for a regular review in less than three (3) years. If the Area Dean and the faculty member fail to reach an agreement on the faculty member's overall performance in the review, an additional faculty member shall be appointed by the Academic Senate President (or designee). The additional faculty member appointed to the team will review all written material, discuss relevant issues with the review team and faculty member under review, and has the option of conducting a workstation observation if time permits before the end of the semester. The newly appointed faculty member to the team shall be the deciding vote in the review. The majority recommendation will prevail; however, a minority opinion may be attached.

f. *Post-Review Conference*

All review team members and the faculty member meet. The review shall cite specific examples and provide clear suggestions for improvement in writing for each "needs improvement" and "unsatisfactory" mark. The faculty member under review shall have an opportunity to append any written rebuttal or explanations to the review form. The review form with such rebuttal or explanations will become an official part of the employee's personnel file. At the request of the faculty member, the team will meet to discuss the results of the review.

g. *Faculty Performance Review Form*

The review form and any rebuttal or explanations by the reviewee will become an official part of the employee's personnel file. The Area Dean or appropriate administrator then submits the signed performance review form by the end of the semester under review to the College President (or designee) for submission to the District Human Resources Office and the faculty member's personnel file.

8.8.2.2 Elements of B

- a. *Pre-Review Arrangements*
By week six (6) of the semester of review, the team, in conjunction with the faculty member under review, establishes, by email, telephone, etc., timelines for itself and the faculty member to complete the required tasks before the end of the semester. An adjunct faculty member scheduled for a Procedure B review may change to a Procedure A review upon request within one (1) week following notification of the procedure to be used.
- b. *Self-Study*
Each faculty member will prepare a self-study using the approved format, as described in **Appendix F**, and provide copies to all review team members on a mutually agreed to date determined in the pre-review arrangements in Section “a” above. The self-study is not required of adjunct faculty in their first year of review.
- c. *Workstation Observation*
Does not occur in Procedure B.
- d. *Student Reviews*
Student reviews are primarily a tool for faculty to use to facilitate the improvement of instruction or student services. In addition, a less than satisfactory performance review based on administrative documentation (i.e. written letters or documentation from students, faculty, staff, or administration directly related to the performance review), and self-study may be corroborated by student reviews. Student review forms will be administered in a minimum of one (1) for each course assignment. For counselors and nurses, four (4) weeks within the overall timeline will be identified by the Area Dean in consultation with the Department Chair to administer student reviews. The four (4) identified weeks must be scheduled after the pre-review conference or arrangements are completed. However, the return of student reviews will be collected throughout the overall timeline and used for the performance review. Original individual student review forms will be returned to the faculty after grades have been submitted; the District may maintain copies no longer than one (1) semester or until a grievance has been resolved.
- e. *Review Team Conference*
The review team will meet to jointly determine the performance rating as in Procedure A. All elements of the performance review must be completed prior to the review team conference.

- f. *Post-Review Conference*
Optional, unless overall “needs improvement” or “unsatisfactory” is marked. The review shall cite specific examples and provide clear suggestions for improvement in writing for each “needs improvement” and “unsatisfactory” mark. The faculty member under review shall have an opportunity to append any written rebuttal or explanations to the review form. The review form with such rebuttal or explanations will become an official part of the employee’s personnel file. The team will meet to discuss the results of the review at the request of a review team member or the faculty member under review.
- g. *Faculty Performance Review Form*
The review form and any rebuttal or explanations by the reviewee will become an official part of the employee's personnel file. The Area Dean or appropriate administrator then submits the signed performance review form by the end of the semester under review to the College President (or designee) for submission to the District Human Resources Office and the faculty member's personnel file.

- 8.8.3 *Frequency of Reviews*
Per Education Code §87760 *et seq.*, temporary faculty will be reviewed the first semester of employment; thereafter, at least once every three (3) years.
- 8.8.4 *Payment for Workstation Observations*
The faculty member who conducts the workstation observation will be paid the rate agreed upon by the LRFCT and the LRCCD.
- 8.8.5 *Short-Term Classes: Public Safety Center/Outside Agencies*
For adjunct faculty who are employed at the Sacramento Regional Public Safety Training Center or at other outside agencies where the agency has its own review procedure, the review may consist of the review procedure of the agency.

8.9 **Review of Online Instruction**

When tenure-track, tenured or adjunct faculty are teaching online courses, then these procedures should be observed. For the purposes of this article, online courses are those courses in which fifty percent (50%) or more of the load formula hours for the individual course are conducted entirely online. Courses in which fewer than fifty percent (50%) of the hours are taught online will use the regular onground review mode.

- 8.9.1 Whenever practicable, the review team shall include faculty with experience in teaching online courses and faculty with expertise in the subject matter.
- 8.9.2 For online courses, “workstation observation” is defined as the observation of live chat rooms, class emails, list serves, discussion forums, and class materials for each online preparation. The peer review team and the

faculty member being reviewed shall jointly determine which of the above elements shall be used in the workstation observations.

- 8.9.3 When making the arrangements for the review, the team should request of the faculty member under review log-in information and any particular handouts specific to the online course.
- 8.9.4 The team and faculty member under review shall determine a timeframe and practical system of workstation observations adapted to the particular online class or classes under review.
- 8.9.5 In reviewing online courses, the team shall focus on the breadth of course materials, the navigability of the online course, the site's accuracy and currency, and the quality of student/faculty interaction.
- 8.9.6 In regard to the student review of faculty performance, the faculty member under review shall notify students when to complete the student reviews, as per pre-review arrangements in Section 8.7.3.1a.
- 8.9.7 If a faculty member under review is teaching online courses, and if, in the exercise of the peremptory challenge, he/she excludes the online faculty member of the review team, the replacement should be another faculty member with experience in online instruction, if possible.

8.10 Review of Live Interactive Television Classes

- 8.10.1 Whenever practicable, the review team shall include faculty with experience in teaching courses using this modality and faculty with experience in the subject matter.
- 8.10.2 Workstation Observations
Workstation observations for live interactive television classes shall be conducted by the team members visiting the studio classroom. The observer should focus on both the live presentation and the televised version on the in-studio monitors.
- 8.10.3 Student Reviews
The team will use the online student review system, with the alternatives of mail-in and regular in-class reviews to be available for students who do not have online capability. The team and the faculty member under review will come to an agreement about how student reviews will be handled in the particular live interactive course under review.

Student Review of Faculty Performance (Online Version)

- 1. Provides and follows the course syllabus.
- 2. Requires textbooks and/or materials that are connected to the course.
- 3. Provides an orientation that helped prepare me for this course.

4. Assigns homework problems, exercises, readings or other class activities that help achieve the goals of the course.
5. Provides material in the online site that is easy to find and use.
6. Is well prepared.
7. Explains the subject clearly.
8. Answers questions clearly.
9. Encourages student participation.
10. Is accessible to students (for example, responds to email, is available in discussion forums, keeps regular office hours).
11. Is knowledgeable and cares about the subject.
12. Gives tests, papers and/or other assignments that cover the course's material.
13. Grades with a system that seems fair.
14. Is fair and impartial to all students.
15. Rank the overall quality of instruction so far.

NARRATIVE SECTION

1. What is the most valuable part of this course?
2. What is the least valuable part of this course?
3. How could this course be better?
4. What could you have done to be a better student in this course?
5. Do you have any general observations or helpful comments to offer about this course?

8.11 **Review of Telecourses**

Because of the varying ways in which these courses are conducted, the team and the faculty member under review will mutually agree as to the specifics of how both workstation observations and student reviews will be conducted in the classes under review.

8.12 **Long-term Temporary Faculty (six-month and one-year)**

- 8.12.1 The performance review of long-term temporary faculty shall mirror the tenure-track faculty review process as outlined in Section 8.6.

8.12.1.1 For six-month appointments, the performance review must take place in the semester of the contract.

8.12.1.2 For one-year appointments, the performance review may take place in either the fall or spring semester.

8.13 Categorically-Funded Faculty Performance Review

Performance review of categorically-funded, full-time, non-tenure-track faculty will follow the patterns for tenure-track faculty for the first four (4) years, except that there will be no recommendation for tenure in the fourth year. After the first four (4) years, the categorically funded faculty performance review will follow the review processes of the tenured faculty.

8.14 Special Circumstances

Under special circumstances, all regular and temporary faculty are subject to an additional or out-of-cycle review upon written request by administration or faculty. A special circumstances review may be requested under two (2) conditions: a Reassignment Review or a Special Review.

8.14.1 Conditions for Reassignment Review

The Area Dean or other appropriate administrator or faculty in the receiving department or program may request a performance review out of cycle for a regular faculty member who has been voluntarily or involuntarily reassigned to a secondary service area and who has not been evaluated in the secondary service area within three (3) years prior to the transfer. The following conditions must apply:

- a. The reassignment represents more than .500 of the faculty member's load; and
- b. The current performance review team does not include discipline representatives from the new service area.

8.14.1.1 Reassignment Review Committee

8.14.1.1.1 Tenure-Track Faculty

If the faculty member under review maintains a split load, the administrator and faculty on the existing performance review team, in consultation with the faculty member under review, will identify which of the faculty members on the team will be replaced by a discipline specialist from the unrepresented service area. The Academic Senate President will be notified in writing that a new team member must be appointed.

8.14.1.1.2 Tenured Faculty

A new performance review team will be composed with discipline specialists from the secondary service area.

8.14.1.2 Reassignment Review

8.14.1.2.1 Tenure-Track Faculty

The review will be conducted according to procedures and timelines established in Section 8.6.

8.14.1.2.2 Tenured Faculty

The review shall be conducted after the first semester in which the faculty member is teaching .500 or more in the secondary service area and shall be conducted according to procedures and timelines established in Section 8.7.

8.14.1.2.3 Prior to the beginning of the semester of review, the appropriate administrator will notify the Academic Senate President of the name of the person(s) whose performance review are to be conducted as a result of voluntary or involuntary transfer to a secondary performance review service area.

8.14.1.2.4 Procedure A, the more rigorous procedure, shall be used in alternate review cycles upon recommendation of the peer review team.

8.14.2 Conditions for Special Review

The Area Dean or other appropriate administrator or faculty may request a special review only for the following reasons:

- a. Complaints that an instructor is not teaching the approved course curriculum.
- b. Evidence of behavior suggesting mental or physical impairment that would make it impossible for the faculty member to perform the normal duties assigned.
- c. Abusive treatment of students and/or staff.
- d. Violations of the faculty code of ethics as adopted by the Academic Senate and endorsed by LRCFT.
- e. Evidence of violation of sexual harassment and/or discrimination laws.

Special reviews are not to be requested in issues involving academic freedom.

8.14.2.1 Special Review Committee

8.14.2.1.1 *Membership*

The committee shall be composed of the following:

- a. The College President's management designee.
- b. The appropriate Vice President.
- c. The Academic Senate President
- d. A faculty member appointed by the LRCFT College President.

8.14.2.1.2 In case of a tie vote in the committee on whether or not a special review shall be held, the College President shall make the final determination.

8.14.2.2 Special Review

If a special review is invoked, a review team will be formed. The special review team will consist of one (1) manager appointed by the College President, one (1) faculty member appointed by the LRCFT College President, and one (1) faculty member appointed by the Academic Senate President. The manager and the faculty may not necessarily be from the area of the faculty member being reviewed. The special review team will determine which options, as outlined for the review of the particular category of faculty, will be used in the special review process modified to be appropriate to the reasons cited for the special review. The appropriate Vice President and the LRCFT College President will meet separately with the faculty member to be reviewed and the special review team to discuss the reasons for the special review. The review will be conducted according to procedures and timelines established by the team.

8.15 **Miscellaneous**

8.15.1 Amendments

Both parties recognize that the procedures for performance review may need adjustment or modification as they are followed. It is agreed, therefore, that this article may be amended by the parties as necessary and mutually agreed to during the term of this contract.

8.15.1.1 A faculty member who alleges a violation of the review process in his/her performance review may use the grievance procedures under Article 13 of this Agreement.

8.15.1.2 Issues that have not been raised formally and documented during the performance review period may not be used negatively in the performance review.

8.15.2 *Student Reviews*

The Student Review of Faculty and Student Review of Faculty (Online) forms for classroom instructors shall be uniform throughout the District. They shall be administered and collected by someone other than the faculty member under review or any of his/her current students. The faculty member under review will not be present during the administration of the review form. The Area Dean is responsible for the student review process.

Article 9

Leaves With Pay

The District shall grant paid leaves of absence to contract/regular faculty for the following reasons and subject to the conditions set forth in the following sections.

- a) sickness (Section 9.3);
- b) personal necessity (Section 9.4);
- c) industrial accident or illness (Section 9.5);
- d) quarantine (Section 9.6);
- e) bereavement purposes (Section 9.7);
- f) critical illness (Section 9.8);
- g) jury duty (Section 9.9);
- h) judicial appearances (Section 9.10);
- i) personal business (Section 9.11);
- j) sabbatical/professional development (Sections 11.6 through 11.9); and
- k) exchange teaching (Section 11.10).

The District shall grant paid leaves of absence to long-term temporary (refer to Section 2.4.4), overload and adjunct faculty members for the following reasons and subject to the conditions set forth in the following sections.

- a) bereavement purposes (Section 9.7);
- b) sickness (Section 9.3);
- c) industrial accident and illness (Section 9.5);
- d) personal necessity (Section 9.4);
- e) quarantine (Section 9.6);
- f) jury duty (Section 9.9) for adjunct faculty/overload members only;
- g) critical illness (Section 9.8) for adjunct faculty/overload members only; and
- h) judicial appearance (Section 9.10) for adjunct faculty/overload members only.

9.1 Definitions

9.1.1 Absence

Time away from working duties and/or work location during required periods of service.

9.1.2 Authorized Absence

Absence which is taken in accordance with this Agreement.

9.1.3 Administrative Officer

For the purpose of notification of absence or leave, the appropriate Area Dean or the College President is the administrative officer at the college.

9.1.4 Immediate Family

Mother, father, grandparent or grandchild of the employee or of the employee's spouse or domestic partner; and step-mother, step-father, spouse, domestic partner, son, son-in-law, step-son, daughter, daughter-in-law, step-daughter; brother, brother-in-law, sister, sister-in-law, aunt or uncle of the employee; child or sibling of domestic partner; wife or husband of domestic partner's child; or any person living in the immediate household of the employee.

9.1.5 Industrial Accident or Illness

Illness or injury which is supported by a physician's or approved practitioner's certificate which qualifies under State Workers' Compensation Insurance as being work connected.

9.2 **General Conditions Applicable to All Leaves with Pay**

9.2.1 Notification to Administrative Officer

The employee shall notify the appropriate Area Dean or College President of the reason for the leave and the amount of time to be involved. When the absence cannot be anticipated in advance, the appropriate administrative officer shall be notified of the reason for the absence and the estimated time required at the employee's earliest reasonable opportunity.

9.2.2 Documentation Required

The administrative officer may require documentation supporting the employee's need for absence. Documentation shall be required for any absence in excess of ten (10) days.

9.2.3 Report of Absence

Upon termination of absence, the employee shall complete the Cumulative Absence Report – Certificated Employees form stating the reason for absence. (See Appendix C)

9.2.4 Gainful Employment Disallowed

An employee shall not be allowed to undertake any gainful employment while absent unless specifically authorized by the Board. The employee may be required to certify that he/she was not gainfully employed.

9.2.5 Salary Compensation

Employees who are absent from work during required periods of service shall be entitled to salary compensation during the period of such absence as expressly provided by this Agreement.

9.2.6 Failure to Return to Duty

An employee who fails to return to duty upon completion of a leave of absence may be dismissed by the District unless such employee was unable, due to causes beyond his/her control, to return to duty, in which event the employee may report the circumstances as soon as he/she is able to do so.

9.2.7 Effect of Paid Leave on Continuity of Service

Periods of paid leave shall not be considered a break in service.

9.3 **Sick Leave**

Absences due to the illness of the employee may only be charged to sick leave on assigned duty days.

9.3.1 Compensation

Sick leave shall be available for all faculty on the first day the employee is to report to work.

9.3.2 *Accrual of Paid Sick Leave*

Faculty shall earn paid sick leave as follows:

9.3.2.1 Ten-month full-time employees shall be entitled to ten (10) days of paid sick leave for each academic year earned at a rate of one (1) day per month.

9.3.2.2 Less than full-time (100%) employees shall be entitled to paid sick leave in proportion to the ratio of his/her work hours and work months to full-time faculty employment.

9.3.3 Unused sick leave may be accrued indefinitely and upon retirement may be added to retirement benefits depending upon STRS regulations in effect upon retirement.

9.3.4 Employees on leave of absence for reasons other than illness or injury will maintain accrued paid sick leave but, with the exception of sabbatical leave, will not earn additional paid sick leave during the period of leave.

9.3.5 *Payment of Paid Sick Leave*

9.3.5.1 A regular faculty member shall be paid at the regular salary rate during the period he/she is using accrued paid sick leave. A regular faculty member who has used all accrued sick leave will be advanced as much sick leave as the employee could earn during the remainder of the academic year. Sick leave payment for adjunct faculty and long-term temporary employees is provided only as earned.

9.3.5.1.1 Please refer to Section 9.3.8 for provisions related to the use of sick leave for maternity/paternity reasons.

9.3.5.2 If absence because of illness or injury extends beyond the foregoing allowance, the employee may be eligible for “five month law” benefits (Education Code §87780). If the employee provides the District with an acceptable medical verification, the employee shall be compensated at the rate of fifty percent (50%) of the employee’s regular salary, commencing with the date that the paid sick leave terminated and ending five (5) months after the original absence. The benefit provided in this article shall not be cumulative from year to year nor shall an employee be credited with more than one (1) entitlement of the “five month law” benefit for a single illness or injury. This benefit is available to the employee whether or not he/she is placed on long-term personal leave for health reasons by the Board. Long-term temporary employees are not eligible for this benefit.

9.3.6 If an employee leaves the service of the District after having been paid more sick leave than has been earned, a deduction for such excess sick leave pay shall be made or recovered from the final salary payment. If the

adjustment for excess sick leave payment is discovered after the distribution of the final salary payment, other repayment provisions shall be arranged between the employee and the District.

9.3.7 *Transfer of Sick Leave*

A faculty member, who has completed at least one (1) year of service in another California public school district and has not been dismissed for cause, shall have accumulated sick leave transferred to this District within one (1) year of accepting employment with this District. (Education Code §87782)

9.3.8 *Maternity/Paternity Reasons*

9.3.8.1 An employee shall be granted one (1) day of paid leave at the birth of his/her child or at the time of legal adoption of a child or the day of adoptive placement of a child. This leave is in addition to the leave provided below. This leave is not deducted from any leave category and may be used in lieu of one (1) day of sick leave per allowances provided in Sections 9.3.8.2, 9.3.8.3, and 9.3.8.4.

9.3.8.2 The following provisions specify the use of sick leave for maternity and paternity reasons. Please refer to Sections 9.14.2.1.1, 10.2, and 11.7.2.1.1 for additional provisions for maternity/paternity and child care leaves.

9.3.8.2.1 An employee shall have the right to utilize accrued sick leave for absences necessitated by pregnancy, miscarriage, childbirth and recovery there from. The employee will submit a physician's statement to the appropriate Area Dean verifying the period of time (with beginning and ending dates) that the employee was temporarily disabled.

9.3.8.2.2 A faculty member shall have the right to utilize up to ten (10) days of earned sick leave for absences necessitated by reasons listed in Section 9.3.8.1 or to care for his/her newborn child or the mother of his newborn child without prior medical verification. The use of this accrued sick leave is intended for the employee not covered under Section 9.3.8.1 above. Whenever possible, members shall give advance notice of utilization of this leave. When advance notice is not possible, employee will notify his/her supervisor within twenty-four (24) hours of the commencement of the leave.

9.3.8.2.3 A faculty member who is adopting a child shall have the right to utilize ten (10) days of accrued sick leave for the purpose of caring for the needs of a newly adopted child.

9.3.8.2.4 The District shall comply with all applicable state and federal laws pertaining to family care leaves.

9.3.8.2.5 Type C Leaves of less than a full semester may be used to supplement maternity/paternity leave under the provisions of Section 9.3.8.2 only (see Section 11.7.2.1.1).

9.3.9 *Health Leave Requirements*

9.3.9.1 If an absence due to the illness of the employee exceeds ten (10) days, the employee is required to apply for a health leave.

9.4 **Personal Necessity Leave**

9.4.1 Six (6) days of accrued sick leave may be used during any fiscal year by the employee in cases of personal necessity. Personal Necessity Leave shall be limited to circumstances that are serious in nature that the employee cannot reasonably be expected to disregard, that necessitate immediate attention, and that cannot be taken care of after work hours or on weekends. Examples of appropriate use of Personal Necessity Leave are religious observances of the employee's faith and illness of immediate family members (see Section 9.1.4). Personal Necessity Leave is available to regular faculty (164 day work year) and adjunct and overload faculty during the fall and spring semesters. For regular faculty working a 174 day work year, the leave is available for use during the defined work period. Personal Necessity can be used during the summer term but without additional accrual. Long-term temporary employees are eligible for this leave for the employment period that he/she is working in the temporary position.

9.4.2 The employee, whenever possible, should submit written request for Personal Necessity Leave to the employee's supervisor prior to the requested leave (except as noted in Section 9.4.3). Approval for the leave must be received from the employee's supervisor prior to commencement of the leave.

9.4.3 The employee shall not be required to secure advance permission for leave taken for any of the following reasons:

9.4.3.1 Death or serious illness of a member of his/her immediate family.

9.4.3.2 Accident involving his/her person or property, or the person or property of a member of his/her immediate family.

9.4.3.3 Imminent danger to the home of the employee when the danger requires the attention of the employee during his/her assigned hours of duty. Such danger may be occasioned by flood, fire, earthquake or be of other serious nature and under such circumstances as cannot reasonably be disregarded by the employee.

9.4.4 *Additional Uses of Personal Necessity Leave*

These six (6) days of accrued sick leave may be used by employees to supplement:

9.4.4.1 Critical Illness Leave (See Section 9.8)

9.4.4.2 Judicial Appearance Leave when the employee is required to appear as a litigant or as a witness when the appearance is not brought about by the misconduct of the employee

9.4.4.3 Bereavement Leave

9.4.5 The employee must submit a completed Cumulative Absence Report – Certificated Employees form to the immediate supervisor upon returning to service.

9.5 Industrial Accident and Illness

9.5.1 The District will maintain insurance for the benefit of the faculty who sustains a personal injury in the performance of the job assigned by the District. Industrial accident or illness is defined as an illness or injury supported by a physician's or recognized practitioner's certificate and qualifying as being work-connected in this District.

9.5.2 Faculty members shall be granted industrial accident and illness absences with full pay for each such accident or illness. Allowable leave shall not exceed sixty (60) working days for the same accident. Allowable leave shall not be cumulative from year to year. When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred. (Education Code §87787)

9.5.3 Industrial accident or illness absence shall commence on the first day of absence from work and shall be reduced by one (1) day for each day of authorized absence regardless of any temporary disability award.

9.5.4 During industrial accident and illness absence, the employee must remain within the State of California, unless specifically authorized to travel elsewhere by the Chancellor.

9.5.5 Employees are expected to exercise due care in performing their duties and to report all hazardous conditions to their immediate supervisor.

9.5.6 Should an employee sustain a personal injury on a job with this District, the employee shall notify his/her supervisor as soon as is reasonably possible.

9.5.7 Benefits cannot be paid to an injured employee unless the report of the accident has been filed by the employee with the supervisor and the employee has been examined by a physician or recognized practitioner within a reasonable time after symptoms have been observed.

- 9.5.8 The District has the right under terms and conditions of the District insurance program to have the employee examined by a physician or recognized practitioner designated by the District to assist in determining the length of time during which the employee will temporarily be unable to perform assigned duties and the degree to which a disability is attributable to the "injury or illness involved."
- 9.5.9 When entitlement to industrial accident/illness leave has been exhausted, entitlement to earned sick leave will then be used. If an employee has less than three (3) years of service, earned sick leave shall be used.
- 9.5.10 If an employee is receiving a compensation award, the person shall be entitled to use only as much of sick leave as, when added to the compensation award, will provide for a regular day's pay.
- 9.5.11 During any paid industrial accident and illness absence, the employee shall endorse to the District the temporary disability indemnity checks received. The District, in turn, shall issue the employee appropriate warrants for the payment of not more than full salary less normal retirement and other authorized contributions.
- 9.5.12 All disputes arising in compensation cases shall be remedied according to law.

9.6 Quarantine Leave

An employee who is quarantined by county health officers shall receive salary entitlement during the period of enforced quarantine. If the employee is not ill, no deduction will be made from accrued sick leave. Quarantine Leave is available to regular faculty (164 day work year) and adjunct and overload faculty during the fall, spring and summer terms. For regular faculty working a 174 day work year, the leave is available for use during the defined work period. Long-term temporary employees are eligible for this leave for the employment period that he/she is working in the temporary position.

9.7 Bereavement Leave

Each unit member shall be granted necessary time off with salary entitlement not to exceed three (3) working days, or five (5) working days if out-of-state travel is required, in the event of the death of any member of the employee's immediate family, as defined in Section 9.1.4. (Education Code §87788) (See also Section 9.4.) Bereavement Leave is available to regular faculty (164 day work year) and adjunct and overload faculty during the fall, spring and summer terms. For regular faculty working a 174 day work year, the leave is available for use during the defined work period. Long-term temporary employees are eligible for this leave for the employment period that he/she is working in the temporary position. The employee must specify the relationship of the deceased on the absence report. If out-of-state travel is required, the destination must also be specified.

9.8 Critical Illness Leave

- 9.8.1 All regular, adjunct, and overload faculty shall be granted three (3) days per year salary entitlement in the case of critical illness or accident of a member of the immediate family.

- 9.8.2 The District may require the employee to attach to the Cumulative Absence Report – Certificated Employees form a written statement from the attending physician or recognized practitioner attesting to the need of the employee to be present during the period of critical illness of the immediate family. (Refer also to Personal Necessity Leave in Section 9.4.)

9.9 Jury Duty Leave

- 9.9.1 All regular, adjunct and overload faculty who are called for jury duty will be granted a leave of absence with salary entitlement for such daily time as is necessary to complete jury obligation. Leave time for jury duty applies to normal court hours and/or when the jury is in session only. Long-term temporary employees are not eligible for Jury Duty Leave.
- 9.9.2 The employee will notify his/her administrative officer of the notice to appear for jury selection.
- 9.9.3 Payment for Services While on Jury Duty
The employee serving on jury duty will receive salary entitlement from the District provided the employee signs over and remits all compensation received during the paid leave of absence for such jury duty, exclusive of mileage, meals, and lodging, to the District.

9.10 Judicial Appearance

One (1) day of leave will be allowed for a regular/adjunct/overload employee to make a mandatory court appearance as a litigant or as a witness (see Section 9.4). Judicial Appearance Leave is available to regular faculty (164 day work year) and adjunct and overload faculty during the fall, spring and summer terms. For regular faculty working a 174 day work year, the leave is available for use during the defined work period. Leave time for judicial appearance applies to normal court hours and/or when the jury is in session only.

9.11 Personal Business

- 9.11.1 Each full-time contract/regular employee may be granted a maximum of two (2) days per academic year to resolve business-type matters which require attention during work hours and which are the responsibility and rightful concern of the individual. Unused personal business days do not accrue or carryover from one year to the next. Personal Business Leave is available to regular faculty (164 day work year) during the fall and spring semesters only. For regular faculty working a 174 day work year, the leave is available for use during the defined work period.
- 9.11.2 Personal Business Leave is to be used for activities that the employee could not reasonably be expected to accomplish during non-duty times. Financial or legal appointments are appropriate uses of Personal Business Leave. Personal or professional travel or recreational activities are not appropriate uses of Personal Business Leave.
- 9.11.3 The unit member who takes a Personal Business Leave assumes the responsibility for meeting all professional obligations, including presenting to students the material missed as a result of the absence. It is required

that the appropriate administrator be advised that Personal Business Leave will be taken. Advance notification is expected except under extenuating circumstances.

9.12 Short-Term Military Leave

Regular faculty, regular faculty teaching overload assignments, and adjunct faculty members whose district service and recent military service total one (1) full year may be granted a short-term leave for the period of ordered duty providing it does not exceed 180 calendar days (including time involved in going to and from such duty) in one (1) fiscal year.

Eligible faculty members, when temporarily called to active duty or for the purpose of attending field-training exercises, shall be entitled to be paid their regular salary for the first thirty (30) calendar days of absence for the workdays he/she is absent from the District. The duty must occur during a paid status month of the employee's work year and the District salary payment will be offset by salary compensation received from the military service.

To qualify for the benefits provided, the unit member must forward a written request for leave, accompanied by a copy of the field order, to the appropriate college administrator prior to reporting for training or duty unless ordered to report immediately. Preferred adjunct and regular faculty overload assignments are eligible for the paid leave benefit if a request for assignment was submitted prior to the date of the field order. Non-preferred adjunct faculty must have received an assignment to be eligible for the paid benefit.

9.13 Paid Catastrophic Sick Leave

During the Fall 2008 semester, a Paid Health Leave Committee will be appointed consisting of three (3) LRCFT and three (3) LRCCD representatives. The committee's charge will be twofold. The first charge is to develop the parameters for the Paid Catastrophic Sick Leave program for faculty. The committee will present recommendations for the structure of the program including additional contract language to be incorporated into Article 9 by December 1, 2008. The second charge is to explore sick leave models that meet the needs of the faculty and immediate family members. The committee will issue a report identifying strengths and weaknesses of the different sick leave models by April 1, 2009.

9.13.1 Five Month Law Benefit Program

The program will provide faculty, who have exhausted all sick leave (sick days) and enter into the five month law program, full pay and medical benefits for up to thirty (30) days under five month law.

9.13.2 Extended Paid Catastrophic Sick Leave

This program extends the leave for faculty who have exhausted all sick leave benefits including five month law and are still unable to return to work, either partially or fully, and who are not eligible for disability, workers' compensation, or other benefits.

9.13.2.1 Faculty who qualify for this benefit program must apply and be approved by the Paid Health Leave Committee. The application, Paid Health Leave Committee structure, and approval process will be developed as in Section 9.13

9.13.2.2 Faculty who are on full medical leave will be eligible to apply for up to fifty percent (50%) salary and full medical benefits for a period of no longer than one (1) semester (82 days).

9.13.2.3 Faculty who are on partial health leave will receive up to an additional fifty percent (50%) salary supplement above the partial earnings with a total salary limit (partial earnings plus salary supplement) of one hundred percent (100%) salary. The faculty member will also receive one hundred percent (100%) medical benefits. This salary and medical benefit will be for a period of no longer than one (1) semester (82 days).

9.13.3 The provisions of Section 9.2 apply to the Paid Catastrophic Sick Leave program.

9.13.4 The funding for the unit's share of the costs for this program shall be charged to one-time lottery revenues distributed to the unit as part of the proportionate share calculation as specified in Appendix A.

9.14 **Professional Development Leaves**

Professional development leave language can be found in the following sections:

Type A and B Section 11.6

Type C Section 11.7

Type D Section 11.8

Type E Section 11.9

Article 10

Leaves Without Pay

10.1 All regular unit members shall be eligible for consideration for leaves without pay.

10.2 Leaves without pay are categorized either as:

Category A

Leaves without pay or portions of leaves without pay which the District is required to grant as prescribed by law, such as military service leaves (see Section 10.13); leaves provided under the Family Medical Leave Act (FMLA).

Category B

Leaves without pay or portions of leaves without pay which the District has the option of granting under law.

10.3 Except as otherwise required by law, all leaves without pay are granted at the option of the District.

10.4 Applications for leaves without pay may be made for any lawful purpose as provided by Education Code §87764. The member will submit the application to the immediate supervisor. Within fifteen (15) working days after the member submits the application, the member shall be notified of management's recommendation to the Board. Within five (5) working days after the Board's decision, the member will be notified of the action taken.

10.5 The application for a leave without pay shall state the nature of the activities that the member will pursue while on leave and the duration of the leave.

10.5.1 In the event the activities are of such a nature as to be generally regarded as confidential, the applicant may state "confidential" on the application.

10.5.2 In all cases, any primary gainful employment to be undertaken during the leave must be indicated on the application.

10.6 The period for a leave without pay shall not exceed twelve (12) months per approval. The Board, at its discretion, may extend the leave upon consideration of renewal applications to be submitted not later than ninety (90) days prior to the termination of the then current approved period.

10.7 Failure to return to duty within ten (10) working days of the expiration of an approved leave is to be considered by all parties an automatic resignation by the member from employment with the District. Should a member encounter an emergency which makes it impossible for the member to report for duty within ten (10) working days of the expiration of an approved leave covered by this article, the member may petition the Chancellor for reinstatement. The Chancellor will make a recommendation on the petition to the Board. The decision of the Board relative to accepting or denying the petition for reinstatement shall be final.

- 10.8 Extension of fringe benefits not to exceed the limits permitted by the insurance and program carriers shall be at the expense of the member, except when provided in accordance with the FMLA or as provided elsewhere herein.
- 10.9 Members who take leaves without pay for the expressed purpose of improving their work performance and/or the improvement of services to the student may apply at the time of the application for leave for consideration of fringe benefit expenditure reimbursement. The reimbursement, if granted by the District, would be paid at the end of the first complete semester worked for the District by the member after completing the leave and would be contingent upon demonstration of achievement at least to the level established as the goal in the application.
- 10.10 Credit for annual increment will be earned during the period of leave without pay providing the following conditions are met:
 - 10.10.1 The member's application states an intent to apply for the increment upon return and outlines the criteria for judging how the achievements are to be measured; and
 - 10.10.2 The District acknowledges at the time of processing the leave request that it will grant the increment subject to full documentation of the criteria set forth in the leave application proposal; and
 - 10.10.3 Upon return, the member documents, to the satisfaction of the District administration, that the activities undertaken during the leave did prove to be directly related to his/her work responsibilities and are measurable as described in the application.
- 10.11 A unit member who is awarded a research grant may be granted, upon written request, a leave of absence without pay for a period not to exceed one (1) year, providing he/she meets the following criteria:
 - 10.11.1 Is a regular faculty member during the period of the leave;
 - 10.11.2 Has been awarded a research grant:
 - 10.11.2.1 Under the supervision of an accredited educational institution, or
 - 10.11.2.2 By a governmental agency, or
 - 10.11.2.3 By a foundation recognized for sponsoring educational research.
 - 10.11.3 Has been awarded a grant which promises to:
 - 10.11.3.1 Increase the recipient's understanding of his/her subject, and
 - 10.11.3.2 Improve the recipient's teaching and contribute to his/her development as interpreter of the field of knowledge and make a significant contribution to the instructional program of the District.

- 10.11.4 Is in a position for which an adequate replacement can be found or in a program which will not be interrupted.
- 10.12 Except in extraordinary circumstances, such as, but not limited to, (a) changes in curriculum, (b) significant changes in student enrollments, (c) death of faculty member(s), (d) significant changes in District finances, etc., returning unit members shall be assigned to the same college and position held prior to taking the leave.
- 10.13 Military leave without pay may be granted to regular and adjunct faculty members for a period of one (1) year and extended upon request, as substantiated by military field orders. However, such leave shall not continue more than one (1) year beyond the date such military service becomes voluntary on the part of the employee. Long-term temporary employees and faculty members teaching summer classes are not eligible for Long-Term Military Leave.

Article 11 Professional Expectations and Development Opportunities

11.1 Introduction

LRCFT and LRCCD share an interest in consistent professional expectations and opportunities for professional development.

11.2 Professional Expectations

As professionals, all faculty members recognize and accept their responsibilities to fulfill those professional commitments and obligations that directly affect instruction and support services to students. In order to fulfill their professional expectations, faculty members shall:

11.2.1 Conduct a classroom environment that is conducive to student learning, growth, and development in which students are free from discrimination, prejudice, and harassment and in which students are free to express relevant ideas and opinions.

11.2.2 Clearly differentiate to students the expression of a faculty member's personal opinions or convictions from the objective presentation of theory, fact, or ideas.

11.2.3 Adhere to District procedures for using approved materials and resources.

11.2.4 Meet obligations for college service and the timely submission of course syllabi, student grades, rosters, schedules, requisitions and textbook orders.

11.3 Conference and Meeting Attendance

Unit members may be authorized by the District to attend conferences, workshops or meetings which are directly related to their work assignments and institutional responsibilities without loss of pay when it has been determined by established college procedures that the District, the students, and the member will profit by attendance.

11.4 Administration of Conference/Travel Funds

11.4.1 Funds made available for conference and travel at each college will be divided equitably among the disciplines and areas of the college and will be administered by established college procedures. Such procedures shall be published.

11.4.2 Unit members will receive reimbursement for previously authorized reasonable and necessary expenses up to the amount specified on the authorization form.

11.4.3 Out-of-state travel shall require approval of the Chancellor.

11.5 Use of Private Vehicles in Conducting District Business

- 11.5.1 Unit members who report to a regular place of work and then are required as part of their regular workload to travel in their private vehicles to another location will be reimbursed at the established District rate for the miles traveled between the two (2) locations. Mileage after reaching the additional location will be allowed only in the case that the member is required to return to the principal place of work before the close of the working day.
- 11.5.2 A unit member having an assignment requiring that part of his/her regular contract routine duties be performed at a location away from his/her principal place of work is expected to use a District vehicle whenever possible and can receive mileage reimbursement only when no District vehicle is available.
- 11.5.3 The distance from a unit member's principal place of employment to an off-campus location is to be greater than two (2) miles in length to be eligible for reimbursement.

11.6 Professional Development Leaves, Types A and B

(See Chart of Professional Development Leaves, Appendix D.)

11.6.1 Nature and Purpose

These leaves provide release from regular duties to enable unit members to respond to changing educational conditions and student needs. These leaves allow time for unit members to engage in studies, projects, or other beneficial activities which do not fall within their regular responsibilities.

11.6.2 Duration

- 11.6.2.1 Type A is leave of one (1) semester at full pay or one (1) year at half pay.
- 11.6.2.2 Type B is leave at full pay of up to one hundred percent (100%) reassigned time for up to one (1) year in duration.
- 11.6.2.3 Leaves shall normally commence at the beginning of a semester.

11.6.3 Eligibility

- 11.6.3.1 Any tenured faculty member is eligible for a Type A Leave. In addition, there must be seven (7) years of satisfactory service between Type A Leaves granted to one (1) individual.
- 11.6.3.2 Any tenured or tenure-track faculty member who has satisfactorily completed a sequence of three (3) full years of service with the District is eligible for a Type B Leave. There is no service requirement between Type B Leaves.

11.6.4 Criteria

Applications for leaves will be considered according to one (1) or more of the categories provided in Sections 11.6.4.1 through 11.6.4.6. All categories shall be regarded as equal in value; applications falling within any one (1) or more categories shall be considered equal in rank.

- 11.6.4.1 Retraining of applicant to allow for future new assignment(s) in a needed area as determined by college and District priorities.
- 11.6.4.2 Studies, projects or activities that provide staff with opportunities to upgrade academic, technical and vocational skills and knowledge for current or future assignments.
- 11.6.4.3 Studies, projects, or activities for the improvement of curriculum, educational delivery systems, student personnel services, or other support services.
- 11.6.4.4 Studies, projects or activities for development or revision of certificate or degree programs.
- 11.6.4.5 Studies, projects or activities related to feasibility or revision of new or existing programs.
- 11.6.4.6 Studies, projects or activities for the enhancement of student access and success at the course, program or institutional levels.

11.6.5 Application Procedures

- 11.6.5.1 Eligible faculty will apply on standard forms to the college Professional Standards Committee (See Appendix C).
- 11.6.5.2 Each application must be accompanied by the following:
 - 11.6.5.2.1 An outline of the planned program containing a statement of purpose and objectives, and a detailed description of the activities proposed, and budget or resources support.
 - 11.6.5.2.2 An appropriate method of evaluation.
 - 11.6.5.2.3 A plan for sharing the results of the studies, projects, or activities.
 - 11.6.5.2.4 A signed sabbatical leave agreement.

11.6.6 Selection of Candidates

- 11.6.6.1 The Professional Standards Committee (which includes LRCFT representation) will review all faculty applications and submit its recommendation to the College President. The College

President's recommendations will be sent to the Chancellor for presentation to the Board each semester. Should the College President disagree with the committee's selection, the reasons shall be given in writing and forwarded to the committee within two (2) weeks after submission. Any faculty member who is recommended for a leave by the college Professional Standards Committee and is not recommended by the College President or the Chancellor shall have the right to appeal to the Board.

11.6.6.2 The primary factors to be considered in evaluating a request for leave will be:

11.6.6.2.1 The relative potential benefit to the students, college programs, the institution and/or the faculty member making the request.

11.6.6.2.2 The applicant's high level of performance of duties.

11.6.6.3 The final selection among recommended candidates shall rest with the Board.

11.6.7 Process of Reporting

11.6.7.1 Within three (3) months after returning to regular duties, the recipient shall submit a report to the Professional Standards Committee. The Committee will review the report and recommend approval or disapproval to the College President. Upon approval of the College President, the report is transmitted to the Chancellor.

11.6.7.2 The recipient's report will include methods for sharing the results of studies, projects or activities with colleagues, the college, and the community, where appropriate.

11.6.7.3 A copy of the report will be filed at the college library and in the Chancellor's office.

11.6.7.4 A self-evaluation will be filed with the Professional Standards Committee at the end of one (1) year following return from leave.

11.6.8 Number of A and B Leaves Per Year

11.6.8.1 As of July 1, 2005, six (6) Type A Leaves are available and the full-time equivalent (FTE) total for Type B Leaves is four (4) FTE. Leaves of Type A and Type B may be granted annually by the District up to a combined total number of leaves which equals two percent (2%) of the full-time FTE reported for the previous fall to the State Chancellor's Office. This State compliance report filed in November of each year reflects the District's full-time faculty staffing level and full-time/part-time

staffing ratio as required per Title V provisions. The District's calculated "Full-Time Faculty" or FTF as shown on this report shall be used as the basis for determining the maximum number of Type A and B Leaves that may be available in the succeeding contract year. The maximum number of authorized leaves shall be rounded to the nearest .20 leave increments and any fraction of a leave shall be added to the number available for Type B Leaves. For example:

Per State compliance report:

750 FTF	x 2%	=	15 Type A and B Leaves
800 FTF	x 2%	=	16 Type A (10) and B (6) Leaves
811 FTF	x 2%	=	16.2 Type A (10) and B (6.2)

- 11.6.8.1.1 With the establishment of sixteen (16) Type A and B Leaves, Section 11.6.8.1 shall apply.
- 11.6.8.2 Any increase in the number of Type A and B Leaves stated in Section 11.6.8.1 shall be authorized pending the identification of sufficient revenues to support the additional cost for such leaves. LRCFT and District representatives shall meet in November or December of each year to review the calculated maximum number of leaves. Any increase in the number of Type A and B Leaves will be funded in 1.6 FTE increments. The increased leaves will be distributed proportionately across the District to the colleges: ARC (3), CRC (2), FLC (1), SCC (2). The cost of the increased leaves shall be funded from LRCFT's proportionate share of revenues as described in Appendix A.
- 11.6.8.3 The Professional Standards Committee of each college may recommend to the President of the college that a Type A Leave or leaves be converted to Type B Leave or leaves. The conversion is to be an even exchange in terms of FTE. According to Section 11.6.2.1 of the LRCFT Agreement, one (1) Type A Leave is equal to one (1) semester at full pay (.50 FTE). Thus, the committee may recommend that a Type A Leave be converted to .50 FTE of Type B Leave.
- The Professional Standards Committee may make this recommendation each year at each college. It is understood that the agreement is for conversion of Type A into equivalent Type B Leaves and does not apply to conversion of Type B into Type A Leaves.
- 11.6.8.4 If a college does not recommend its minimum allocation of candidates in a given year, it may request Board approval to carry the remaining minimum leave openings to the following year.
- 11.6.8.5 Following the 2003-04 academic year, each college may carry forward to the next academic year a maximum of 1.0 FTE in Type A Leave and 0.4 FTE in Type B Leave. The balance of

unused leaves will be returned to the unit to be used for one-time-only compensation improvements per Appendix A.

11.6.9 *Service Agreement with the District for Type A Leaves*

11.6.9.1 The applicant shall agree in writing to serve the District for a period of time which is equal to twice the period of the leave immediately after the completion of the leave.

11.6.9.1.1 If this agreement is not fulfilled, the applicant shall be required to repay to the District an amount which bears the same proportion to the total compensation received as the amount of time which was not served bears to the total amount of time agreed upon.

11.6.9.1.2 This obligation shall be canceled if death or permanent disability prevents fulfilling the terms of the contract.

11.6.10 *Salary While on A or B Leave*

11.6.10.1 For Type A Leave, the employee may be paid full salary for a one-semester leave or half salary for a one-year leave. The salary shall be paid in the same manner as if the employee were performing regular duties in the District.

11.6.10.2 For Type B Leave, the employee shall be paid for reassigned time granted in the same manner as if the employee were performing regular duties in the District.

11.6.11 *Fringe Benefits While on Type A or B Leave*

The employee shall receive the same benefits (medical, dental and long-term disability) granted to full-time regular employees. The leave shall be considered as time in service with the District for salary schedule purposes providing all requirements of the leave are met.

11.6.12 *Retirement Service Credit*

Time shall be credited for retirement purposes as governed by the policies of the State Teachers' Retirement System. The faculty member's contribution will be deducted in proportion to the salary received.

11.6.13 Sick leave may not be used to extend Type A or Type B Leaves.

11.6.14 *Credit for Work Completed During A or B Leave*

Academic credits or credentials earned or degrees awarded, research or work experience accomplished during leave shall be applied toward salary classification and professional growth requirements in accord with existing District policies.

11.6.15 Non-District Earnings During Type A Leave

Anticipated stipends and/or reimbursements for expenses from a public or private entity while on Type A Leave shall be identified and fully disclosed on the Sabbatical/Professional Development Leave Application for consideration by the Professional Standards Committee.

All gainful employment must be identified and fully disclosed on the Sabbatical/Professional Development Leave Application. Gainful employment, in this context, includes stipends, advances, and/or salary. Gainful employment that has been regularly earned in at least two-thirds (2/3) of the semesters in the past three (3) academic years and will continue to be earned during the period of the Type A sabbatical shall not be considered in evaluating the leave request. The mitigation of expenses while on sabbatical shall not be considered gainful employment, but shall be disclosed on the application form. All applications which include gainful employment or payments to mitigate sabbatical expenses will be evaluated by the District after review and recommendation for advancement by the Committee and College President. The District may:

- a. Not approve the Type A Leave.
- b. Approve the Type A Leave.
- c. Approve the Type A Leave with conditions. This may include reimbursement to the District of no more than one-third (1/3) of the gainful employment remuneration. Should there be reimbursement to the District, the sum shall be added to the sabbatical account.

The decision of the District for any sabbatical containing gainful employment shall be final and not subject to the grievance or appeal (Section 11.6.6.1) process.

11.7 Professional Development Leave, Type C

11.7.1 Eligibility for Leave

Faculty who teach overloads without additional compensation may accrue the equivalent formula hours (EFHs) up to a maximum of thirty (30) equivalent formula hours which may be applied towards a Type C, Professional Development Leave.

- 11.7.1.1 The equivalent formula hour shall be determined each contract year and shall be based upon the proportionate level of pay at Class III, Step 1 that Schedule A bears to Schedule B.
- 11.7.1.2 A new agreement must be signed prior to the start of the semester or contract year in which the non-paid overload assignment occurs.
- 11.7.1.3 Fifteen (15) equivalent formula hours must be accrued prior to taking the leave and are required for each semester of Type C Leave.
- 11.7.1.4 Equivalent formula hours earned in excess of thirty (30) EFHs by the end of the semester/contract year, shall be paid to unit

members in the semester when earned. Payment shall be based upon the appropriate Schedule B class and step of the unit member.

11.7.2 *Duration and Timing of Leaves*

11.7.2.1 Type C Leaves must be taken in one (1) semester/half year or full year increments, except as noted in Section 11.7.2.1.1.

11.7.2.1.1 Type C Leaves of less than a full semester may be used to supplement maternity/paternity leave under the provisions of Section 9.3.8.2 only. Type C Leave can be used to maintain full or partial paid status during the maternity/paternity leave period in the event the employee does not have sufficient sick leave to cover the absence during the period. Such use is available in the semester of the maternity/paternity leave and can also be used to maintain full or partial paid status for any workdays following the expiration of the maternity/paternity leave through December 31 (for fall semester leaves) and June 30 (for spring semester leaves).

11.7.2.1.2 Type C Leaves of less than a full semester may be used to supplement leaves without pay that qualify under Category A of Section 10.2. Type C Leave can be used to maintain full or partial paid status during the semester the leave commences through December 31 (for fall semester leaves) and June 30 (for spring semester leaves).

11.7.2.2 The semester or year selected must be mutually agreeable to the unit member and the District based on the educational program and staffing needs of the college.

11.7.2.3 Equivalent Formula Hours Determination

11.7.2.3.1 Formula hours accrued as of June 30, 1993, shall be converted to the equivalent formula hours based upon the terms and provisions of agreements previously signed by unit members.

11.7.2.3.2 For those unit members who have accrued EFHs as of June 30, 1993, the conversion rate stated in the original agreement shall be applied to non-paid overload formula hours earned after July 1, 1993, until a maximum of thirty (30) EFHs is accrued.

11.7.3 Application for Leave

11.7.3.1 The unit member shall apply for a Type C Leave by submitting a written request to his/her supervisor.

11.7.3.2 The request shall be reviewed by the College President and forwarded to the Director, Human Resources.

11.7.4 Salary and Benefits

Salary while on a Type C Leave shall be at the unit member's appropriate step on Schedule A. Regular health, dental and long-term disability benefits will be continued. Type C Leaves are exempt from Section 9.2.4. Faculty on Type C Leave shall receive service credit for salary advancement and retirement.

11.7.4.1 Faculty members are entitled to payment for unused EFHs if they leave the bargaining unit or retire.

11.7.5 Service Agreement

There is no service requirement upon completion of a Type C Leave.

11.8 Professional Development Leave, Type D (Difference-in-Pay Leave)

11.8.1 Eligibility

A unit member shall be eligible for a Difference-in-Pay Leave if he/she has served full-time for seven (7) years and at least three (3) years after any previous full-time professional development leave.

11.8.2 Application

Projects for Type D Leaves may be identified by either the unit member or by management. The unit member shall submit an application to the College President for the President's approval. The application shall include a statement of purpose for the leave and a description of a proposed project. The Area Dean shall provide a statement regarding the possible effect of the leave on student needs and educational program.

11.8.3 Salary

The salary for a Difference-in-Pay Leave for a unit member shall be the difference between the unit member's salary and the salary at Class II, Step 6, Schedule A-164.

11.8.4 Benefits

The leave shall be considered as time in service with the District for salary schedule purposes provided all requirements of the leave are met. The District will not pay health and dental insurance premiums, but the employee may continue his/her participation in the group plans by paying the District the cost of the premiums. Sick leave will neither be accrued nor used during the period of the leave.

11.8.5 Service Agreement

The unit member shall agree in writing to serve the District for one (1) year following a Type D Leave. At the option of the District, this requirement may be waived.

11.9 **Professional Development Leave, Type E (Retraining Leave)**

11.9.1 Purpose

11.9.1.1 Type E leaves provide retraining opportunities for unit members to prepare for future new assignments in new areas as determined by college and District priorities.

11.9.1.2 Type E Leaves also provide opportunities for study in order to update or upgrade skills for current or future assignments.

11.9.2 Number of Leaves

A total of up to two (2) FTE of Type E Leaves may be assigned each year within the District. Leaves which are not used in one (1) year shall not be carried forward to the subsequent year.

11.9.3 Eligibility for Type E Leave

A unit member who has satisfactorily completed seven (7) years of service with the District is eligible to apply for a Type E Leave. At least seven (7) years must have elapsed since the last full professional development leave.

11.9.4 Application Procedure for Type E Leaves

11.9.4.1 The College President or District may indicate areas where retraining is needed.

11.9.4.2 Eligible faculty shall apply to the College President for Type E Leaves. The application shall include a statement of the retraining goal, plus specifics regarding the courses or training activities to be undertaken to achieve this goal.

11.9.4.3 The application shall include a statement from the appropriate Area Dean(s) regarding the probable future assignments of the faculty member.

11.9.4.4 The College President's recommendations will be forwarded to the Chancellor for presentation to the Board.

11.9.5 Service Agreement

The applicant shall agree in writing to serve the District for two (2) years following a retraining leave. At the option of the District, this requirement may be waived.

11.9.6 Salary and Benefits

While on a Type E Leave, unit members shall receive salary and benefits as if fully employed and shall receive service credit for salary advancement and retirement.

11.9.7 Process of Reporting

While on a retraining leave, unit members shall submit brief progress reports quarterly. A final report shall be submitted to the College President within three (3) months after returning to the District.

11.10 Exchange Teaching

11.10.1 Upon the recommendation of the Chancellor and approval by the Board, a leave of absence of not more than two (2) consecutive semesters may be granted to a permanent full-time faculty member for exchange teaching.

11.10.2 Exchange teaching leaves shall normally commence with the beginning of a semester.

11.10.3 Salary and Status

11.10.3.1 While in the exchange position, his/her salary as prescribed in the Education Code will be paid by the Los Rios Community College District in the same amount as if he/she were teaching classes in the District.

11.10.3.2 Exchange teaching assignments shall be considered as time and service in the District for salary schedule placement and retirement purposes.

11.10.4 Application

Application for leave must be sent to the College President and forwarded to the District Human Resources Office as early in the academic year as possible, but not later than February 15 of the year previous to the leave.

11.10.5 Insurance Premiums

During the Exchange Teaching Leave, the District shall pay the same portion of the employee's health and dental insurance premiums as is paid for other full-time faculty employees and make retirement contributions on salary paid to the faculty member.

11.10.6 Foreign Educational Employment Leave

Employees on Foreign Educational Employment Leave whose one-year leave covers portions of two (2) academic years shall earn one (1) salary increment if the actual service to the District equals seventy-five percent (75%) of the required services days for one (1) year within the two-year period.

11.11 Cancellation of Paid Leaves

11.11.1 If the leave cannot be completed as approved, the leave will be canceled unless a suitable alternative program without substantive changes can be developed which is acceptable to the administration.

11.11.2 The college will attempt to reassign the faculty member as a regular full-time employee during a period for which leave has been requested and approved.

11.12 Reinstatement Upon Return from Leaves

Upon returning from leave, the employee shall, unless otherwise agreed, be reinstated in the position held at the time the leave began, or an equivalent position, unless the purpose of the leave is to qualify for a new assignment.

11.13 Failure to Perform

11.13.1 If an employee fails to perform the planned program (as determined by the Professional Standards Committee pursuant to Section 11.6.7) upon which any Type A or B Professional Development Leave was granted, the employee may be required to repay the District all compensation expended by the District on his/her behalf, including, but not limited to, salary, fringe benefits, and step increments. Whenever a Type A or B Leave is reimbursed, it shall be available to another eligible unit member at the college of assignment.

11.13.2 If an employee fails to perform the planned program of a Type D or E Leave, the employee will be required to repay the District all compensation expended by the District on his/her behalf.

11.14 Other Paid Leaves

11.14.1 Other paid leaves are not available while on professional development leave.

11.15 At the District level, a Faculty Professional Development Opportunities Study Committee shall be jointly convened by the LRCCD and LRCFT to explore models for faculty professional development opportunities.

11.15.1 The committee shall be comprised of equal numbers of LRCFT representatives and LRCCD representatives.

11.15.2 The committee is charged with exploring and recommending models for professional development to be considered for future contract negotiations and/or MOUs. This shall be accomplished by defining each issue related to professional development, listing the interests of all affected parties, and identifying reasonable options to meet those interests and resolve the issues. The committee will then issue a report identifying strengths and weaknesses of the different options.

11.15.3 The Faculty Professional Development Opportunities Study Committee shall convene 120 days after ratification of the 2008-2011 contract.

Article 12

Personnel Files

There shall be one (1) District personnel file for each member of the bargaining unit. It shall include, but not be limited to, records of employment with the District, records of educational advancement and other work or experiences pertaining to the member's position with the District, and records of professional evaluation as prescribed by State law.

The materials in the official District file shall be considered and used as the only official personnel record of the District in any proceedings affecting the status of the faculty member.

12.1 Reviewing File

- 12.1.1 Any unit member may examine his/her personnel file maintained at the District Office by providing twenty-four (24) hours notice; excluded from the unit member's review will be ratings, reports or records which were obtained prior to the employment of the unit member.
- 12.1.2 In reviewing the file, the unit member may be accompanied by a representative of the Federation. A Federation representative, with written authorization from the unit member, may review the file without the unit member being present. No other individual or organization shall have access to the file other than those authorized legally or by the unit member.

12.2 Placing Materials in the File

- 12.2.1 No material which is derogatory to a unit member's conduct, service, character, or personality shall be placed in his/her file without the unit member first having an opportunity to respond to the comments therein. A written notice from the District Human Resources Office will be provided to the unit member before such materials are placed in the file. Materials must be based on facts and on documented events. Anonymous materials shall not be entered in the file. In the event that the faculty member contests the veracity of any material proposed to be included in his/her file, he/she may petition the Director, Human Resources, in writing to exclude such material. Such a request must be made within thirty (30) days of receipt of the notice from the Director, Human Resources, and should state the case for not including the information, based on factual discrepancies and including any documentation. The decision of the Director, Human Resources, to grant or deny the petition shall be communicated in writing within thirty (30) days of receipt of the petition. Failure by the District to respond within the timelines enumerated herein, absent mutual agreement, will result in the materials not being included.
- 12.2.2 In addition, a faculty member may respond in writing to any derogatory information in his/her file. The District Human Resources Office will acknowledge receipt of and file the employee's response.

- 12.2.3 Derogatory material will be sealed upon request of the employee after two (2) years without any similar complaints. Such sealed material cannot be opened except upon written request of the employee or by process provided under law. Performance reviews may not be sealed.

12.3 **Reproduction of Material in the Personnel File**

Upon written request a faculty member shall be furnished, at a reasonable cost, a reproduction of material in his/her file, excluding items listed under Section 12.1.1.

Article 13

Dispute Resolution

Preamble

The Federation and the District mutually agree that an interest-based approach to conflict resolution should be encouraged. Nothing in this article shall be construed to preclude the use of this style of problem solving.

13.1 Definition

13.1.1 A grievance shall be a complaint that:

- a. A unit member has been adversely affected by a misinterpretation, misapplication or violation of the provisions of this Agreement, or
- b. The LRCFT has been adversely affected by a misinterpretation, misapplication or violation of rights directly affecting it or as a co-filer with an individual grievant. In the event LRCFT has a grievance directly affecting it, the grievance shall be filed at Step 2 or Step 3, whichever is appropriate.

13.2 Miscellaneous Provisions

13.2.1 Right to Representation

13.2.1.1 At Step 1, Step 2 and Step 3 meetings, the grievant may choose either:

- a. Request exclusive LRCFT representation. If the LRCFT agrees to represent at Steps 1, 2, or 3, no commitment to pursue the grievance to arbitration is implied.
- b. Represent him/himself or her/herself alone (i.e., does not have the right to non-LRCFT representation at the meetings). This option applies to situations in which the grievant does not request LRCFT representation or to situations where the LRCFT denies a representation request.

13.2.1.1.1 Where the grievant chooses Section 13.2.1.1(b), LRCFT shall have the right to be represented by an observer at meetings between the grievant and the District. At Step 2 or Step 3, the District shall notify LRCFT of such meetings.

13.2.1.1.2 Whenever a unit member chooses to pursue a grievance without LRCFT representation, the grievant shall assure that LRCFT has been notified by securing the LRCFT number on the grievance form from the LRCFT College President.

13.2.1.1.3 Further, whenever an employee chooses to pursue a grievance without LRCFT representation:

- a. The District shall notify LRCFT of any settlement mutually proposed by the grievant and the District, at any step, and
- b. LRCFT shall have the right of comment prior to finalization of such proposed settlement.
- c. Any such settlements shall be consistent with this contract.

13.2.1.2 At the arbitration and Board, the grievant must be represented by LRCFT. Should LRCFT choose not to appeal to these levels, the administrative remedy of the grievant shall be deemed exhausted.

13.2.2 Forms

Forms for processing grievances shall be designed jointly by LRCFT and the District.

13.2.3 Consolidation

Where LRCFT is the representative, if the same grievance, or substantially the identical grievance, is made by more than one (1) grievant, the Federation, with the approval of the grievants, shall be allowed to consolidate such grievances.

13.2.4 Waiver of Step

Any level of the grievance procedure may be waived by mutual consent of the grievant and the District.

13.2.5 Failure to Meet Time Limits

13.2.5.1 Failure at any step of this procedure to communicate the decision on a grievance within the specified time limit shall automatically move the grievance to the next step.

13.2.5.2 Failure at any step of this procedure to appeal within the specified time limit shall be considered a waiver of the right to appeal.

13.2.6 Notices

Written notices to be given under this grievance procedure may be given by hand to the appropriate person or left with a person in charge of his/her office, or mailed by U.S. Mail. If given by hand, the date of delivery shall be counted as the date of notice. If mailed, the date of mailing shall be counted as the date of notice.

13.2.7 Costs

Except as otherwise provided in this article, costs for the services of an arbitrator will be shared equally by the District and the Federation.

13.2.8 Definition of Days

All reference to days shall mean instructional days. However, the parties will attempt to conclude grievances within the normal timelines even during non-instructional periods.

13.2.9 Waiver of Time Limits

Any reference to number of days in this article may be altered for any specific case by mutual agreement between either:

- a. The LRCFT and District representatives, or
- b. The grievant and representatives of the District in those cases where LRCFT is not representing the grievant.

13.3 **Informal Dispute Resolution Process**

Participants and stakeholders in the Informal Dispute Resolution Process should make every effort to involve only those individuals involved in the dispute. The parties recognize that in unique situations or atypical disputes, upper management may need to be involved in lower-level dispute resolution.

13.3.1 Parties should exhaust an alternative dispute resolution process prior to submitting a grievance at Step 2. This process may include the use of a third party to assist in the dispute resolution. A list of individuals trained in mediation or interest-based resolution processes will be maintained by the LRCFT and the District so that a mutually agreed upon party from this list can become a resource to the process. Timelines are held in abeyance during any informal dispute resolution process but can be restated by either party at any time.

13.3.2 Any grievance that alleges a failure to grant tenure was unreasonable or violated, misinterpreted, or misapplied any District policies and procedures or the terms and conditions of this Agreement concerning the evaluation of tenure-track employees shall be immediately moved to arbitration, as per Section 13.5.5.

13.4 **Grievance Process**

Step 1

Within thirty (30) days after the grievant knew, or by reasonable diligence could have known, of the condition upon which the grievance is based, the grievant shall present his/her grievance, either orally or in writing, to the immediate supervisor of the grievant. If the manager notified of the grievance does not have the authority to grant the remedy requested of the grievance, he/she shall initiate actions immediately that will bring the complaint to the appropriate authority. If the appropriate authority is determined to be the College President, the grievance is no longer considered to be at Step 1. The grievant shall be informed of the appropriate authority. Within three (3) days from the date the manager is notified of the grievance, the manager will contact the grievant for a meeting which shall be held within five (5) days of the contact. Within five (5) days of the meeting, the manager will communicate his/her decision to the grievant. This meeting will be held without regard to whether the matter is grievable or for any other reason.

Step 2

If the grievance is not resolved at Step 1, the grievant may submit the grievance to the College President. If a faculty member has more than 50 percent (50%) of his/her assignment at the District Office, the Vice Chancellor of the faculty member's assignment area shall assume the role of the College President for purposes of this article. The submission must be made within ten (10) days of the receipt of the decision at Step 1 and must certify that the Step 1 meeting was held indicating the date and issues discussed. Within twelve (12) days of receipt of the grievance, the College President will schedule and hold a meeting with the grievant. The College President will give his/her decision in writing within ten (10) days of the meeting.

Step 3

If the grievance is not resolved at Step 2, the grievant may submit the grievance to the Human Resources administrator. The submission must be made within ten (10) days of the receipt of the decision of the College President and must certify that the Step 2 meeting was held indicating the date and issues discussed. Within twelve (12) days of receipt of the grievance, the Chancellor (or designee) will schedule and hold a meeting with the grievant. The Chancellor (or designee) will give his/her decision in writing within ten (10) days of the meeting. For grievances waived to Step 3, both parties to the grievance will be afforded an opportunity to use a facilitated interest-based dispute resolution process.

Step 4

If either side appeals the decision of the Chancellor (or designee) within twenty-five (25) days after receipt of that written decision to arbitration, both sides agree that the grievance will be heard by a mutually agreed upon mediator appointed by the California State Mediation and Conciliation Service prior to the arbitration.

- 13.4.1 The mediation shall be scheduled within thirty (30) days after receipt of the appeal or as soon as the mediator is available.
- 13.4.2 Until the mediation process is exhausted, timelines for scheduling the arbitration will be held in abeyance.
- 13.4.3 At the mediation level and the arbitration, the grievant must be represented by the LRCFT.
- 13.4.4 All costs of the mediation and arbitration shall be shared equally by LRCFT and the District. All other costs shall be borne by the party incurring those costs.

Step 5

LRCFT may appeal the decision of the Chancellor (or designee) within twenty-five (25) days after receipt of the written decision of the Chancellor (or designee) to arbitration. The appeal shall be filed in the office of the Chancellor and shall include all pertinent written materials.

- 13.4.5 The arbitrator shall be chosen from a rotational list of neutral third parties provided by the California State Mediation and Conciliation Service.

- 13.4.6 The representatives of the parties will meet in advance of the hearing to attempt to agree on the issues to be presented to the arbitrator and the remedy sought.
- 13.4.7 The arbitrator shall conduct a hearing with the parties to the grievance within thirty (30) days or as soon as he/she is able to schedule the hearing. The parties to the grievance will be allowed to attend all hearings at which information is given to the arbitrator. Sessions of the arbitration shall be private, with attendance limited to parties to the grievance, their representatives, and witnesses called by the arbitrator. While the proceeding is pending before the arbitrator, no disclosure of the proceedings shall be made public without concurrence of the arbitrator and the parties to the grievance. The arbitrator shall issue his/her decision not later than twenty (20) days from the date of the close of the hearings. The arbitrator's decision shall be in writing, shall include findings of fact, reasoning and conclusions on issues submitted, and shall be transmitted promptly to all parties in interest and the Board.
- 13.4.8 The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He/She shall consider and decide only the specific issue or issues submitted to him/her in writing by the parties and shall have no authority to make recommendations on any other issue not so submitted. The arbitrator shall be without power to make any decision contrary to, or inconsistent with, or modifying or varying in any way to applicable laws and rules and regulations having the force and effect of law. The arbitrator shall not establish, alter, modify or change any salary schedule or salary structure; nor rule on any of the following:
- a. Any matter involving performance review other than compliance with procedures.
 - b. Any matter brought under Article 18, Non-Discrimination, or Article 21, Work Environment/Safety.
 - c. Termination of services or failure to reemploy any adjunct faculty member without preference.
 - d. Failure to reemploy any tenure-track employee may be pursued in accordance with the California Education Code, except where noted in this article.
 - e. Accommodation requests brought under the Americans with Disabilities Act.
 - f. Where any grievance is appealed to an arbitrator on which he/she has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
 - g. Repayment of money owed to District pursuant to Section 2.11.

The decision of the arbitrator shall supersede all previous decisions and shall become binding on all parties except in cases where the amount in

controversy exceeds \$5,000 in which cases the parties may appeal to the Board. Cases where the amount in controversy is \$5,000 or less that are settled by the arbitrator shall not be considered precedent setting.

- 13.4.9 The cost of the services of the arbitrator, including per diem expenses, if any, travel and subsistence expenses, the cost of recording the hearings, and any costs ordered by the arbitrator will be shared by the parties. All other costs will be borne by the party incurring them.

Step 6

Except as provided in Section 13.4.8 regarding matters in controversy of \$5,000 or less, the LRCFT or the Chancellor may appeal the decision of the arbitrator to the Board. Any appeal by either LRCFT or the Chancellor must be filed with the Secretary of the Board within fifteen (15) days after receiving the arbitrator's decision. The Board shall review the documentation in closed session. Each party may argue its position relative to the reasoning and conclusions of the arbitrator to the Board; however, each are controlled by the specific findings of fact of the arbitrator. The Board shall have the right to issue a final decision resulting from its deliberations. If the Board does not transmit its decision within sixty (60) days from its receipt of the appeal to the arbitrator's decision, then the parties shall automatically accept the decision rendered by the arbitrator as being final.

13.5 Time Limits

The District and LRCFT are mutually committed to adhering to the time limits outlined in the dispute resolution process and a good faith effort will be made towards meeting all time limits.

Article 14

Shared Governance (District Level)

14.1 Faculty/Management Shared Governance

14.1.1 The District and Federation agree that the Chancellor's Cabinet, as described below, is the District-wide body for effective participation.

14.1.2 *Shared Governance Defined*

Shared governance is a collaborative goal-setting and problem-solving process built on trust and communication. The process involves representatives from appropriate constituent groups who engage in open discussion and timely recommendation in areas of District policy development and implementation not specifically restricted by any legal and policy parameters (**Los Rios Policy P-3411**).

14.1.3 *Purpose*

The Chancellor's Cabinet will function as the District shared governance group and may take up issues of District-level significance which are not reserved by law, contract or agreement for negotiation, or which may be the responsibility of other groups. Any constituent group may place an issue before the Chancellor's Cabinet for review and recommendation to the Chancellor. Constituencies are defined as faculty, classified, student and administration.

14.1.4 *Structure*

In order to facilitate discussions, a structure is to be implemented which will assure that all affected and appropriate constituencies have input and involvement in the resolution. All members of the Chancellor's Cabinet will represent the interests of their constituencies. These interests could be those of either the constituency or the particular college. Members will assume the responsibility for considering the District-wide and college-specific implications of issues.

14.1.5 The Chancellor's Cabinet may form task groups. Such task groups will report to the Chancellor's Cabinet.

14.2 The membership of the Chancellor's Cabinet shall be as follows:

14.2.1 Chair: District Chancellor

14.2.2 Faculty: Eight (8) faculty representatives consisting of the District Senate President, one (1) faculty member for each College senate not represented by the District Senate President, the LRCFT President, and one (1) LRCFT College President from each college not represented by the LRCFT President.

- 14.2.3 Administration: Five (5) administrative staff representatives consisting of the College Presidents and one (1) at-large administrator selected by LRMA.
- 14.2.4 Classified: Seven (7) classified staff representatives consisting of the respective presidents of Los Rios Classified Employees Association (LRCEA), the Los Rios Supervisors Association (LRSA), and the Los Rios Chapter of the Service Employees International Union (SEIU), and the Classified Senates for each college.
- 14.2.5 Student: Four (4) student representatives consisting of one (1) selected by each college's student government.

14.3 **Term**

The appropriate appointer shall determine the length of term of his/her appointees. All appointments for the succeeding year shall be identified no later than June 30. The Chancellor shall serve as Chair.

14.4 **Meetings**

- 14.4.1 During the regular academic year, meetings shall be held at least monthly on the fourth Monday of the month. Alternate and/or additional meetings will be held the second Monday of the month, if necessary.
- 14.4.2 In the event that the Chancellor is unable to attend, the Chancellor may designate a representative and a substitute chair.
- 14.4.3 A quorum shall be defined as follows: Attendance of two-thirds (2/3) of the membership with at least one (1) representative from each college and from each constituent group in attendance.
- 14.4.4 Chancellor's Cabinet meetings shall be informal and recommendations shall be reached by consensus. If consensus cannot be reached, no recommendation will be forwarded.
- 14.4.5 Any member of the Chancellor's Cabinet may propose agenda items. These items will be presented to the Chair who will determine whether the item is within the stated purpose of the Chancellor's Cabinet. The Chancellor's Cabinet will be informed of all proposed agenda items and its disposition by the Chancellor. Items not included on the agenda can be raised as information items during the meeting.
- 14.4.6 The Chancellor's Cabinet may act on any agenda item. Such actions include recommending approval or disapproval, referring the item to a task group for further study, or deferring discussion of the item.

14.5 **Communication**

The Chancellor's Cabinet operates on a representative basis. Therefore, Chancellor's Cabinet members are responsible for communicating with their constituencies.

14.6 Agendas and Minutes

- 14.6.1 The Chancellor's Cabinet members shall receive all agendas and supporting documents in the week prior to a scheduled meeting.
- 14.6.2 All Chancellor's Cabinet members shall receive draft minutes of previous meetings in the week prior to the next scheduled meeting.

Article 15

Academic Senates

It is the intent of the parties to this Agreement that nothing contained in this contract shall be construed to restrict, limit, or prohibit the full exercise of the functions of the Academic Senates to represent the faculty in making recommendations to the administration and governing board of the District with respect to District policies on academic and professional matters, so long as the exercise of such functions does not conflict with this Agreement or the collective bargaining process. The District acknowledges the right of the Federation to negotiate all mandatory subjects of bargaining on behalf of unit members.

Article 16

Faculty Service Areas and Competencies

16.1 Faculty Service Areas and Competencies

- 16.1.1 For purposes of Education Code §87743, 87743.1, 87743.2, 87743.3, 87743.4 and 87743.5, 87744, and 87745, the list of "Faculty Service Areas" (FSA's) in the Los Rios Community College District shall be the same list as the discipline list in the state Minimum Qualifications for Faculty and Administrators in California Community Colleges most recently adopted by the Board of Governors in compliance with Education Code §87356, 87357, 87358, and 87359. A faculty member will be considered "competent" in a Faculty Service Area (FSA) if the faculty member satisfies the state minimum qualifications for hire, including the equivalence provision, or holds a valid credential for the discipline of the FSA.
- 16.1.2 An employee may petition for recognition of competence in an FSA by filing a petition ([available in Appendix C](#)) for such recognition with the District no later than February 15 for recognition in the following academic year (Education Code §87743.3). It shall be the responsibility of the employee to provide the District with all records necessary to substantiate the claim of competence.
- 16.1.3 The administration and record keeping of Faculty Service Areas (FSA's) and competencies shall be the responsibility of the District.
- 16.1.4 Any dispute arising from an allegation that a faculty member has been improperly denied a Faculty Service Area shall be classified and procedurally addressed as a grievance under the procedures of this contract.

Article 17

Academic Freedom

The LRCCD and LRCFT agree that academic freedom is essential for the fulfillment of the educational mission of the District and for the ability of faculty members to perform their professional duties. In addition, academic freedom ensures faculty members' rights and obligations of professional protection, autonomy and responsibility.

17.1 Professional Protections

Faculty members shall be protected from:

- 17.1.1 Censorship, restraint, or dismissal in their ability to study, investigate, present, interpret, or discuss the relevant facts and ideas within the assigned curriculum and outline;
- 17.1.2 Extraneous considerations such as a faculty member's ethnicity, race, religion, political beliefs or affiliation, sexual orientation, or disability being used in evaluations of professional performance.

17.2 Professional Autonomy

Faculty members have the principal right and responsibility to determine the methods of instruction, the planning and presentation of course materials, and the fair and equitable methods of assessment in their assignment in accordance with the approved curriculum and course outline and the educational mission of the District in accordance with state laws and regulations.

Article 18

Non-Discrimination

The Board and the Los Rios College Federation of Teachers agree not to discriminate against any faculty member on the basis of race, color, creed, national origin, religion, gender, age, sexual orientation, political beliefs, political activities, political affiliation, marital status or disability. LRCFT commends the Board's commitment to equal opportunity and affirmative action.

Article 19

Federation Rights

19.1 LRCFT Access to District Facilities

19.1.1 LRCFT shall have the right to use the school mailboxes and bulletin board spaces designated by the administrative representative subject to the following conditions: (a) all postings for bulletin boards or items for school mailboxes must contain the date of posting or distribution and the identification of the organization, together with a designated authorization by the Union president; (b) a copy of such postings or distributions must be delivered to the administrative representative at the same time as posting or distribution; and (c) the Union will not post or distribute information which is derogatory or defamatory of the District or its personnel, subject to the immediate removal by the District.

19.1.2 LRCFT shall have the right to use District facilities pursuant to the Rodda Act.

19.1.3 Free access to all colleges and all members shall be accorded, provided it does not interfere with the educational process. Duly authorized representatives of LRCFT shall be permitted to transact official LRCFT business throughout the District as necessary to the performance of LRCFT responsibilities to members of the bargaining unit.

19.2 The District shall provide 2.75 FTE annually of reassigned time for LRCFT representatives for the purpose of representation in matters involving grievance and contract administration. By no later than thirty (30) calendar days following the signing of this Agreement, LRCFT will designate in writing to the District representative the members who will be reassigned. Substitutions may be made within the academic year on ten (10) day notice by LRCFT.

19.3 Information to the Federation

19.3.1 The District shall furnish to LRCFT upon request information concerning the bargaining unit, such as Board agendas, budget data and notices of vacancies. Such requests will be submitted in writing. To the extent it is possible to enable remote access to information on the bargaining unit through the District's management information system while maintaining the integrity of the system, such access will be given upon request. Report formats shall be mutually agreed upon by both parties.

19.3.2 Each semester the District shall provide LRCFT with a list of all faculty on Salary Schedules A and B. The list shall include addresses and telephone numbers in accordance with previous agreements between LRCFT and the District.

19.3.3 The District shall provide LRCFT with necessary copies of all changes in the Board Policies and Regulations within seven (7) days of publication so

that LRCFT can maintain an up-to-date record of current policies of the District.

- 19.3.4 The District shall forward to LRCFT, within five (5) working days after each payroll distribution date, all LRCFT dues and fees subject to payroll deduction.

19.3.5 *Other Information*

The District shall provide other information that is generally available to it and to which the LRCFT has a legal right to access, in a timely manner and as mutually agreed by the parties.

- 19.3.5.1 When a unit member has requested a reasonable accommodation under the Americans with Disabilities Act (ADA), the District shall comply with the ADA. If any proposed accommodation affects a material, substantial or significant change in working conditions for any unit member, the District will provide to the LRCFT information necessary for the Federation to carry out its obligations under the ADA.

19.3.5.1.1 Such information shall be limited to that which is agreed upon by the LRCFT and the District as necessary to fulfill the District's role in supporting the accommodation interactive process.

19.3.5.1.2 The LRCFT shall be bound by the ADA's confidentiality requirements.

19.3.5.1.3 When a unit member makes a written request for LRCFT representation in the accommodation process, the District shall provide to the Federation all information pertinent to such request.

19.4 College Membership Meetings and College Representative Meetings

- 19.4.1 On twenty-four (24) hour notice to the College President or Area Dean, the LRCFT College President shall have the right to schedule college membership meetings during normal operating hours in the buildings of the college provided that no member shall be released from his/her scheduled classes or office hours for such meetings. After such a college membership meeting has been scheduled, no meetings involving members shall be scheduled or held at the same time, and the College President or Area Dean shall so inform the faculty. Meetings shall not interfere with previously scheduled meetings of faculty.

19.5 Organizational Security

- 19.5.1 Unit members who are not members of the Federation shall pay to the Federation a fair share (agency) fee. This fair share fee shall be the minimum amount necessary for the Federation to carry out the representational obligations imposed by EERA on the Federation as

exclusive representative and shall be based on the direct cost of negotiating and administering the collective bargaining contract, settling grievances, and meeting and negotiating with the employer on matters within the scope of representation. Prior to setting or adjusting the actual agency fee, the Federation shall inform the District of the basis for computing the fee.

- 19.5.2 Agency fees may be deducted from the unit members' payroll warrants or be paid in a lump sum per annum within thirty (30) days of the ratification of this Agreement, or, in the case of those who become unit members after the ratification of this article, within thirty (30) days of first paid service as a unit member. The Federation may notify the District if a fair share fee payer is delinquent in direct payment to the Federation and the District shall begin automatic payroll deduction of the service fee for the remainder of the contract.
- 19.5.3 During the term of this Agreement, unit members who are members of the Federation and who have authorized, or who may in the future authorize, payroll deduction of their Federation dues/fees shall have such dues/fees deducted. Such deductions are not a condition of continued employment. Except as provided above, the meeting of such obligation is subject to Federation discipline and the Federation reserves the right to pursue the collection of said amounts under lawful means.
- 19.5.4 Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall file a declaration to that effect with the Federation and the District and shall not be required to join or financially support the Federation, except that he/she shall pay, in lieu of a fair share, sums equal to such fair share fees to LRCFT-designated non-profit organizations.
- 19.5.5 Pursuant to PERB regulation number 32992, the exclusive representative shall provide annual written notice to each nonmember who is required to pay an agency fee: (1) the amount of agency fee which is to be expressed as a percentage of the annual dues per member based upon chargeable expenditures identified by the notice; (2) the basis for the calculation of the agency fee; and (3) a procedure for appealing all or any part of the agency fee.
- 19.5.6 The Federation agrees to indemnify the District and hold it harmless against any court action and/or administrative action challenging the legality or constitutionality of the agency fee provisions of this Agreement, or its implementation, and to pay any judgment or settlement liability arising out of such challenge.

19.6 Copies of This Agreement

Copies of this Agreement shall be printed at the expense of the District after it becomes effective, and a copy shall be distributed to each member now employed, or hereafter employed during its effective dates. Members shall have the option of receiving their copies in CD-ROM searchable format, and the Agreement will be posted within the District's web site.

19.7 District Indemnification

- 19.7.1 LRCFT shall indemnify the District and hold it harmless from any suits, claims, demands, or liabilities that shall be taken by the District for the purpose of complying with the foregoing provisions of this article, or in reliance on any list or certificate which shall have been furnished to it under any of such provisions.

Article 20

Management Rights

It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control to the full extent of the law. All matters not specifically enumerated in this Agreement are reserved to the Board and may not be a subject of meeting and negotiating. Included in, but not limited to, those duties and powers are the exclusive right to: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided and the methods and means of providing them; insure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; determine the curriculum; build, move, or modify facilities; establish budget procedures and determine budgetary allocation; and determine the methods of raising revenue. In addition, the Board retains the right to hire, classify, assign, evaluate, promote, terminate, and discipline employees in accordance with all applicable laws.

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the District, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and by applicable law including, but not limited to, the provisions of Title 5 of the California Code of Regulations, Sec. 53200 et seq.

In the event of a lawful emergency, the District retains the right to temporarily amend, modify or rescind policies and practices referred to in this Agreement, subject to subsequent review by a court of competent jurisdiction. (In reference to the California State Supreme Court consideration of SB 154, the court ruled that there must be a valid emergency, the impairment of contract rights must be for a temporary period of time, there must not be an acceptable less severe method available, and the action must be appropriate for the situation involved.)

Article 21

Work Environment/Safety

21.1 Safety

The District shall at all times maintain standards of safety and sanitation in conformance with the law. Safety is a mutual concern to both employees and employer. The District also recognizes that faculty need to feel safe in their work environment with respect to student issues. Faculty working extended hours shall be provided with appropriate information regarding campus supervision during their scheduled hours and notification procedures in the event of a safety related concern or incident. Unit members recognize their responsibility to follow safe working procedures, to utilize appropriate safety gear and to advise administration representatives of unsafe conditions. In the case of a clear and present dangerous condition (as defined by Section 830 of the Government Code) and SB 198, the member has the obligation to suspend activities and to immediately notify the area supervisor.

Section 830 of the Government Code states as follows:

“Dangerous condition” means a condition of property that creates a substantial (as distinguished from a minor, trivial or insignificant) risk of injury when such property or adjacent property is used with due care in a manner in which it is reasonably foreseeable that it will be used.”

21.2 Removal of Student

21.2.1 Faculty have the authority to remove a student from a class for the day of removal and the next class meeting (Education Code §76032).

21.2.1.1 Within one (1) day of the removal, the faculty member will notify the College President or other appropriate college official.

21.2.2 When a student(s) is being recommended for removal from a class for any length of time beyond that referenced in Education Code §76032 as a result of any incident described in **District Regulation 2441, Article 3.0** or the Student Code of Conduct, the following process should be followed before any decision is made to allow the student(s) to return to the class.

21.2.2.1 Within one (1) day of the removal, the faculty member will notify the College President or other appropriate college official.

21.2.2.2 Prior to the class period when the student is eligible to return, the college Student Discipline Officer (SDO) and the faculty shall meet to discuss the issue at a mutually agreeable time.

21.2.2.3 Allowing sufficient time to file an appeal before the beginning of the next class period, the SDO will notify the faculty member regarding the outcome of the disciplinary action, including any

stated expectations or conditions of student behavior when the student returns to class.

- 21.2.2.4 Within one (1) working day after being notified of the SDO's decision, the faculty member may appeal, in writing, the decision to the College President. This appeal shall identify the "Good Cause" justification for the removal as identified in Education Code §76033.
- 21.2.2.5 If the decision of the SDO is appealed by the faculty member, the College President or designee, upon showing of "Good Cause", shall extend the suspension of the student from class until the appeal decision is finalized (Education Code §76031).
- 21.2.2.6 The decision of the College President or designee (other than the SDO) shall be final.

21.3 **Threat to Faculty Member**

In the event a threat of bodily harm or injury to a faculty member within the faculty member's scope and course of employment:

- 21.3.1 In accordance with Education Code §87014, any faculty member who is attacked, assaulted or menaced by any student within the faculty member's scope and course of employment shall report the incident promptly to the appropriate law enforcement authorities.
 - 21.3.2 The Dean or other management employee directly responsible for the faculty member, who has knowledge of the incident, also shall report the incident promptly to the appropriate law enforcement authorities.
 - 21.3.3 As necessary, the faculty member may immediately have the offending individual(s) removed from the instructional area.
 - 21.3.4 The District shall assist the faculty member to seek necessary protection. This protection may include providing police assistance, support for obtaining restraining orders, and providing release time if needed to attend any related legal proceeding.
 - 21.3.5 To the extent allowed by law, if a management employee knows, through appropriate documentation of a credible notification, that there are circumstances which pose a direct and serious threat to the safety of any faculty member(s), the District shall notify the faculty member(s) in a timely manner regarding the threat, unless public safety officials direct otherwise. Where the serious threat is against the District as a whole, the District will notify LRCFT representatives accordingly.
- 21.4 Any on-the-job disputes over safety conditions that cannot be resolved between the member and the area supervisor will be addressed to the Location Safety Officer. No member shall be required to return to the work location until the District decides that the location is safe.

- 21.4.1 Location Safety Officers designated by the Chancellor (or designee) are as follows:

College: Vice President of Administration
Facilities Management/District Office: Associate Vice Chancellor of
Facilities Management

- 21.4.2 If the Location Safety Officer determines that the conditions, other than those described in Section 21.1, are safe, the employee is expected to proceed with the required tasks. In the case of immediate problems, the Location Safety Officer may call or contact the District Safety Officer. An employee may report the incident to the location safety committee if he/she finds the decision unsatisfactory. The committee will review the matter at a regularly scheduled meeting.

21.5 Location Safety Committees

To ensure employer's/employees' recognition of the importance of a safe working environment and safe working conditions, Location Safety Committees shall be constituted on each college of the District and Facilities Management/District Office.

- 21.5.1 A representative from each employee unit including Blue Collar, White Collar, Supervisors, Management/Confidential and Faculty will be invited to serve on a safety committee. LRCFT will appoint its representative. The Location Safety Officer will assume responsibility for coordinating these meetings. Other individuals with concerns and/or expertise in the area of health and safety may be invited to serve on these committees as well.

- 21.5.2 A Safety Coordinator will be appointed from each safety committee to act as a safety representative to a District-wide committee.

21.6 District Safety Committee

The District Safety Committee shall be appointed by the IIPP Program Administrator. It should include representatives from school sites, maintenance and management to meet the District's needs.

21.7 Procedure

The Location Safety Committees shall meet periodically to review and make recommendations on the following items:

- a. Accident reports filed by employees during the intervening period. The committee will examine the cause and develop a follow-up procedure for correction, if possible.
- b. Reports filed by employees or others of alleged safety deficiencies or problems or health hazards.
- c. Safety equipment, safety classes and other related safety matters, including safety procedures, safety handbooks, and the responsibility of employees concerning safety practices.

- 21.7.1 Location Safety Committee members shall first attempt to resolve safety problems on each college or work site. Any unresolved safety problem not

settled at the college / Facilities Management level may be appealed to the Director of General Services.

21.8 District Appeals Committee

A District Appeals Committee is hereby established composed of one (1) District safety representative appointed by the Chancellor (or designee) and one (1) member appointed by each employee organization. Any disputes involving safety which have not been settled at the college level will be presented at a scheduled hearing arranged by the District Appeals Committee. Every effort will be made to provide a satisfactory solution to safety concerns. Recommendations of the Appeals Committee will be presented to the Chancellor (or designee) whose decisions shall be final. This appeal procedure is provided in lieu of the regular grievance procedure of Article 13 and its use for safety problems is exclusive. Should the appeal process be completed without satisfactory resolution, the administrative remedy has been deemed exhausted.

Article 22

No Strike Clause

It is agreed and understood that there will be no strike, work stoppage, slowdown, picketing or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the District by the LRCFT, or by its officers, agents, or members during the term of this Agreement. Similarly, it is agreed and understood that the Board will not conduct a lock-out during the term of this contract.

LRCFT recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, slowdown, or other interference with the operations of the District by employees who are represented by LRCFT, LRCFT agrees in good faith to take all necessary steps to cause those employees to cease such action.

It is understood that violators of this provision may be subject to loss of rights, privileges or services under this Agreement.

Article 23

Savings Clause

In the event that any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions shall not be deemed valid except to the extent permitted by law, but all other provisions will continue in full force and effect.

Moreover, where there is mutual agreement of the parties, they shall enter into negotiations for the revision of this Agreement with respect to any item that becomes invalid by reason of such change in the law.

Article 24

Contracting for Instructional Services

Both the LRCCD and the LRCFT recognize the benefits of offering certain instruction through outside contracts. For example, some instruction that may be so specialized as to make it difficult, if not impossible, to find qualified instructors within the LRCFT's bargaining unit, such as those courses taught through the Sacramento Regional Public Safety Training Center, is more effectively addressed through outside contracts. Also, courses offered through high schools in conjunction with agreements between the LRCCD and the local high school district can bring needed funding to Los Rios, funding that can serve to support ongoing instructional programs within the Los Rios district. In entering into these outside contracts, the benefits of which are recognized by both parties to this agreement, it is the intent of the parties to avoid the loss of jobs in the LRCFT bargaining unit as a result of any decision to contract out instruction. Furthermore, the parties to this Agreement wish to maintain the primacy of Los Rios faculty in developing curriculum, determining course content, equivalencies, standards and grading practices, the evaluation, assignment and hiring processes.

A. Only "for credit" classes are subject to this Agreement.

B. Employment of Faculty

1. Faculty employed by other agencies or school districts and performing instructional activities for the Los Rios district shall be subject to the compensation schedules established by their employers.
2. With the exception of those contract instructors employed at the Sacramento Regional Public Safety Training Center (SRPSTC), apprenticeships, and non-credit courses at The Training Source, contract instructors shall be subject to the peer review process for adjunct faculty outlined in Section 8.8

C. Contracts

1. Existing apprenticeship contracts, contracts initiated to provide instruction through the SRPSTC, and credit courses at The Training Source may remain in force for a period not to exceed the life of the individual contract years unless provisions concerning the nature of the employment are changed. Changed contracts are subject to review by the LRCFT.
2. Contracts for credit instruction which do not utilize District employees shall be subject to the following approval process:
 - a. The Chancellor (or designee) shall consult with the LRCFT President regarding a proposed contract. The District may seek a waiver in writing at least ninety (90) days prior to the effective date of any such contract. The LRCFT President (or designee) shall respond in writing within forty-five (45) days.

- 1) For the purposes of this article, “waiver” is defined as the approval by the LRCFT to have an individual instructor teach a specific course for a defined period of time at a particular location.
- b. The District may contract for instruction with outside entities and use instructors who are not District employees providing the contract does not exceed nine (9) months in duration. Contracts exceeding nine (9) months in duration and any subsequent contract with the same contractor will use only District employees as instructors unless a waiver is granted.
- c. A further condition of any waiver shall be that all preferenced adjunct faculty in a subject area and all tenure-track/tenured faculty seeking overload assignments must be accommodated before any instructors who are the subjects of a waiver can begin teaching the course for which they have been contracted.

D. Faculty Oversight of Contracted Programs

1. The Academic Senate at the Los Rios college from which the contract originated shall have responsibility for adopting the course as part of the curricula of the Los Rios district through the normal curriculum development process, approving a course outline, assuring that grading standards are adhered to, overseeing the performance review process, verifying that contracting District instructors meet the appropriate academic standards, and that courses and programs offered by the contracting districts meet accreditation standards.
2. LRCFT shall be notified of the terms of contracts such that they can provide input on the working conditions of faculty members.

Article 25

Academic Rank

Faculty shall have the following academic ranks/titles:

- a. The title of tenured faculty shall be Professor.
- b. The title of tenure-track faculty shall be Assistant Professor.
- c. The title of part-time tenured faculty shall be Associate Professor.
- d. The title of adjunct faculty without preference (as described in Section 4.10) shall be Adjunct Assistant Professor.
- e. The title of adjunct faculty with preference (as described in Section 4.10) shall be Adjunct Professor.

Article 26 Educational Technology

26.1 Intent

A key strategy in the Los Rios Community College District's vision of a restructured higher education system is to expand the system's learning opportunities on and off campus by using multiple technologies.

The purpose of this article is to establish a series of contractual understandings between the LRCFT and the Board regarding the use of instructional technology.

26.2 Definitions

Distance Education extends the process of teaching and learning from the college to one or more locations, including classrooms on other colleges; work sites; community centers; and homes. It includes instruction; instructional support, such as libraries and computer centers; student services, such as registration and counseling; and student activities that are provided to those other locations.

Distance Instruction broadly defines a condition of learning where instructor and student are physically separate for most, if not all, of the experience. Interaction is mediated by some form of technology - currently audio, video, and computer technologies - that allows for students and instructor to engage in the process of education.

Distance Education in Asynchronous Mode is where instructional audio, text, and/or video is prerecorded and delivered to students on any media including, but not limited to, disks, tapes, and Internet web pages.

Instructional Technology Material includes video and audio recordings; motion pictures; film strips; photographic and other similar visual materials; live video and audio transmissions; computer programs; computer-assisted instructional coursework; programmed instructional materials; three dimensional materials and exhibits; and combinations of the above materials which are prepared or produced, in whole or in part, by an employee and which are used to assist or enhance instruction.

Intellectual Property is the result of creative activities, including teaching and research. Examples of intellectual property include works of art or design, poetry, musical scores, films, video or audio recordings, instructional materials (e.g., textbooks, syllabi, student exercises, multimedia programs), computer software, fictional or non-fictional narratives, analyses (e.g., scientific, logical, opinion or criticism), inventions, devices, processes, and other enduring representations of creative activities. Intellectual property may be instructional, professional, dramatic or commercial in nature. The media in which intellectual property exists is irrelevant to the question of ownership. (See Article 28.)

A Work is any material which is eligible for copyright protection, including, but not limited to, books; articles; dramatic or musical compositions; poetry; instructional materials, e.g., syllabi, lectures, student exercises, multimedia programs, tests, etc.; fictional or non-fictional narratives; analyses, e.g., scientific, logical, opinion or

criticism; works of art or design; photographs or films; video or audio recordings; computer software; architectural and engineering drawings; and choreography. A work may be recorded in any enduring medium, e.g., print, electromagnetic, optical, photosensitive film, etc., or may exist in any tangible form, e.g., a sculpture, painting, structure or building.

An Invention is any idea or discovery which is eligible for patent protection, including, but not limited to, a device, process, design, model, strain or variety of any organism or composition of matter.

District Support includes the use of District funds, personnel, facilities, equipment, materials, or technology. District support may be either nominal or substantial resources or a combination thereof.

A Work for Hire or Invention for Hire is one for which the faculty member is employed and compensated to create as the primary purpose of that employment. An invention or work for hire may be the product of the faculty member's regular appointment or assignment, if that is the primary purpose of that appointment or assignment, or may be the product of a separate employment agreement between the District and the faculty member.

Instructional Materials are those materials a faculty member creates to perform his/her assignment more effectively for the benefit of students, including, but not limited to, syllabi, lectures, student exercises, illustrations, recordings, multimedia programs, and tests. The faculty member may use instructional materials in a traditional classroom or in any form of distance education. Instructional materials may be created using the personal resources of the faculty member and/or nominal resources provided by the District.

For the purposes of this article, a *faculty member* is an academic employee and member of this bargaining unit who creates intellectual property.

26.3 Instructional Technology Decisions

26.3.1 Per **LRCCD Policy 3412**, the LRCCD Academic Senate has the primary responsibility for the recommendations to the Board regarding curriculum and matriculation issues. As such, only those courses and programs approved through the agreed upon curriculum and matriculation decision processes will be delivered by distance education.

26.3.2 The faculty of the Los Rios Community College District is primarily responsible for the decisions related to the use of instructional technology in the courses and programs offered in the District's colleges and locations.

26.3.3 The counseling, library, and health services faculty are primarily responsible for decisions related to the use of technology to provide their respective student services.

26.3.4 The decision to offer any portion of a course in distance mode shall be voluntary.

- 26.3.5 The LRCFT shall appoint a representative to the LRCCD Educational Technology Committee and to each of the college Educational Technology Committees.

26.4 Privacy, Staffing Levels, and General Health and Safety Issues

- 26.4.1 LRCFT unit members have an expectation of privacy for electronic and paper files kept in their offices consistent with current Los Rios Policies as stated in [Policy 7851, 7871](#).
- 26.4.2 There shall be no taping, televising, or recording of instruction by LRCCD without the written permission of the unit member, who shall be advised of the intended uses thereof.

26.5 Distance Education

- 26.5.1 Compensation and workload, e.g. class size, class maximums, of distance education courses will be equivalent to the corresponding traditional classes.
- 26.5.2 Training and development resources will be made available to employees who have been assigned to provide instruction through the use of instructional technology, including distance learning. The level of training and resource commitment will be determined by both parties prior to the development of the projected course material. These levels may be reviewed at any time by request of the employee.
- 26.5.3 The District will make provisions for clerical, technological, and library support in conjunction with the assigned use of instructional technology/distance learning.

26.6 Joint Committee on the Impact of Technology

- 26.6.1 The parties to this contract need to reach agreement over issues such as: class size limitations, workload credit adjustments for course preparation and student communication time, travel to remote locations, and control over examination and grading responsibilities, support staff levels, and ownership of intellectual property.

The parties recognize that technological change may affect the terms and conditions of employment and professional duties and responsibilities of faculty. With this in mind, the parties agree to establish a Joint Committee on the Impact of Technology. The Committee shall, within the principles of academic freedom, address itself to any issue concerning or related to information technology and technological change in the college/District where there may be an impact on the terms and conditions of employment of members of the bargaining unit. The committee shall consider issues of technological change and, in that context, the future well being of the LRCCD and its students and the members of the bargaining unit.

- 26.6.2 In keeping with this mandate, the committee shall consider and make recommendations to the parties respecting the following:

- 26.6.2.1 College/District computing/information technology goals and long-range planning policies and their relationship to and impact on terms and conditions of employment, enrollment trends and new academic program development, and the security of current employees.
 - 26.6.2.2 How support services and training opportunities for faculty can be developed and enhanced.
 - 26.6.2.3 How communications respecting such matters as changes in available technology, support services and training opportunities can be improved.
 - 26.6.2.4 Issues respecting pre-packaged courses and distance learning courses, their development and delivery, and issues respecting the purchasing of such work.
 - 26.6.2.5 Issues which are directly related to workload/teaching load may be referred by the Joint Committee on the Impact of Technology (JCIT) to a Committee on Teaching Load and Class Size.
 - 26.6.2.6 Policies respecting security and surveillance of electronic work activities such as email and Internet access usage, etc.
 - 26.6.2.7 A process for collecting online student reviews.
- 26.6.3 The parties shall recommend to the Academic Senate that it remind its standing committees on computing and information technologies that the policies, procedures and practices they are considering make an impact on terms and conditions of employment of faculty. Such concerns should be conveyed to the Senate representative on JCIT, who will bring them to the committee's attention.

Article 27

Just Cause and Formal Complaints

27.1 Just Cause

27.1.1 A faculty member shall not be reprimanded, suspended, or dismissed without just cause.

27.1.1.1 The purpose of this article is to provide additional guidance and oversight for a faculty member experiencing difficulties in his/her work and to substantiate efforts at improvement.

27.1.1.2 If a faculty member receives a notice of discipline, the District shall include in that notice the faculty member's right to request LRCFT representation regarding the issue.

27.1.1.3 Any discipline related to a demonstrated failure to meet professional expectations as defined in Sections 11.2.3, 11.2.4 and college/district service responsibilities as defined in Section 4.1.3 must follow the due process procedures outlined below.

27.1.1.4 If a faculty member receives a written recommendation for a suspension or dismissal, the District shall include in the written recommendation the faculty member's right to request LRCFT representation prior to any further meeting(s) regarding the issue. In addition, the District shall notify LRCFT at the same time as the faculty member of the written recommendation for a suspension or dismissal.

27.1.2 The following just cause guidelines shall be recognized:

- a. The faculty member shall be adequately informed of the potential consequences of his/her conduct.
- b. A fair and objective investigation should reveal the necessity for disciplinary action.
- c. Rules and penalties should be applied fairly and equitably.
- d. Disciplinary action should be appropriate and reasonably related to the nature of the offense.
- e. Progressive discipline shall be utilized except for conduct which is of such a nature that progressive discipline normally would not result in corrective conduct. The elements of progressive discipline shall be administered in a timely manner.

- 27.1.2.1 Steps in the discipline process include (exceptions to the due process steps may occur when the nature of the conduct warrants an exception):
- 27.1.2.1.1 *Step 1:* If discipline/corrective action is being considered, the manager shall discuss with the faculty member his/her actions/omissions for further fact finding prior to issuing an oral reprimand.
 - 27.1.2.1.2 *Step 2:* If an oral reprimand does not result in corrected conduct, a counseling letter may be issued.
 - 27.1.2.1.3 *Step 3:* Prior to administering subsequent discipline, a faculty member shall be provided notice and an opportunity to be heard. Notice shall include a statement of the incident(s) or misconduct which form the basis for the disciplinary action and a statement of the discipline to be imposed. Such notice shall be given within five (5) working days of the decision to administer the discipline.
 - 27.1.2.1.4 *Step 4:* If suspension without pay is recommended as a disciplinary action, the offense shall be severe or preceded by at least two (2) related written reprimands issued within the last two (2) years prior to the proposed suspension.

27.1.2 *Corrective Action*

- 27.1.2.1 Throughout the progressive discipline process, when supporting information indicates that improvement is needed, the District may initiate a work plan that should set forth observable and measureable performance goals. Such goals are to be met within a specific, achievable time frame. If such a plan is contemplated, the LRCFT shall be notified. At the faculty member's request, the LRCFT shall participate in developing the work plan.

27.2 Discrimination Complaint Procedures

- 27.2.1 The District shall adhere to the procedures outlined in **District Administrative Regulation 2423** in the investigation and resolution of unlawful discrimination complaints, including complaints of sexual harassment. Violations of these procedures may be subject to the grievance procedures as outlined in Article 13.
- 27.2.2 The Federation shall be informed of any proposed changes in the procedures of **Administrative Regulation 2423** and such proposed changes shall be negotiated upon request.

- 27.2.3 Employees who are the subject of discrimination/sexual harassment complaints shall have the right to request representation by LRCFT in the investigation. LRCFT shall have the right, upon request, to represent employees in such investigations. Those employees who are involved in the investigation of discrimination/sexual harassment complaints may request to be accompanied by a representative of LRCFT.
- 27.2.4 If LRCFT is representing an employee who is the subject of a discrimination/sexual harassment complaint investigation or who has lodged such a complaint, the Federation shall be provided all information, including documents, provided to the employee within a reasonable time.
- 27.2.5 The District shall, upon request, provide to employees who are the subject of an investigation an opportunity to confer with the Federation prior to any investigatory interview.
- 27.2.6 If LRCFT is representing an employee who is the subject of a discrimination/sexual harassment investigation in which no formal complaint has been filed, the District shall, upon request, share with the LRCFT the same information as noted in Section 27.2.4.
- 27.2.7 Upon completion of any investigation into discrimination/sexual harassment complaints in which the Federation has represented the employee, the District will provide a copy of the summary investigation report to the Federation.

27.3 Student Complaints (General, Non-Formal)

- 27.3.1 General, non-formal complaints (exclusive of student reviews) to a dean that may be used for purposes of supporting items in a performance review are to be shared with the faculty member within two (2) weeks of the time they are received by the dean.
 - 27.3.1.1 No such complaints may be used in any performance review unless they have first been shared with the faculty member under review and the faculty member has been given an opportunity to respond.

27.4 Student Grievances (Formal)

- 27.4.1 Formal complaints (excluding discrimination / sexual harassment) against a faculty member shall be handled according to the procedures outlined in **Board Policy and Administrative Regulation 2412**.
 - 27.4.1.1 The District (generally the campus Student Grievance Officer or Human Resources manager) will notify the faculty member within seven (7) days when a formal complaint, excluding discrimination / sexual harassment (addressed in Section 27.2 of this article) is filed by a student. The notification will include a statement that the faculty member has a right to request LRCFT representation. (See **Board Policy 2412** and Education Code 76224)

Article 28

Intellectual Property

28.1 Purpose

The District and the LRCFT have a mutual interest in establishing an environment that fosters and encourages the creativity of individual faculty members in responding to the educational needs of a diverse student population. In accordance with that mutual goal, the purpose of this article is to identify the owners of the copyrights to certain works that may be created by faculty members and to identify the uses that may be made of those works by faculty members and the District.

28.2 Definitions

As used in this article:

- a. *Works* means any material that is eligible for copyright protection including, but not limited to, books; articles; dramatic and musical compositions; poetry; instructional materials, e.g., syllabi, lectures, student exercises, multimedia programs, and tests; fictional and non-fictional narratives; analyses, e.g., scientific, logical, opinion or criticism; works of art and design; photographs; films; video and audio recordings; computer software; architectural and engineering drawings; and choreography.
- b. *License* means permission to use a work. A “non-exclusive license” is one that gives permission to use a work while that same work may also be used by the party who gave the permission and by others to whom permission is also given.
- c. *Substantial Support* means financial support over and above the cost of the faculty member’s normal compensation, office space, office computer, local telephone use, minimal office supplies and copy services. Substantial support would include extra compensation or the provisions of reassigned time to create a work, the cost of providing secretarial, technical, legal or creative services specifically for the creation of a work, as well as the cost or value of the use of expensive District equipment or facilities (such as professional film or recording studios). Substantial support does not include payment of salary while on approved Type A, sabbatical providing full disclosure of any additional remuneration is provided in the sabbatical application (Section 11.6.15).

28.3 Works Covered

- a. This article identifies the copyright ownership of many works created by a faculty member in connection with the courses he/she teaches, or other duties he/she performs as a faculty member while he/she is employed by the District and in connection with his/her employment; and it addresses the use of those works by faculty members and the District.
- b. This article does not cover all works created by faculty members, even if those works are in some sense related to their duties. It does not cover works created primarily for purposes that are separate from a faculty member’s teaching or other duties as a faculty member, such as: novels, even if written by faculty members who teach literature; business books, even if written by faculty

members who teach business; art works, even if created by faculty members who teach art; or music, even if composed by faculty members who teach music.

- c. This article does not cover works created by faculty members for their own personal use that are not intended to be distributed to others, even if created in connection with their duties, such as a faculty member's personal lecture notes.
- d. The copyrights to works that are not covered by this article shall not be owned by the District under Section 28.4.2a below, and the District is not authorized to use such works under Section 28.5.1b below.

28.4 Copyright Ownership

28.4.1 Ownership by Faculty Members

The copyrights to works covered in this article will be owned by faculty unless the work is created under the circumstances described in Section 28.4.2a below.

28.4.2 Ownership by the District

The District will own the copyright to works covered in this article when:

- a. The District has provided substantial support for creation of the work. The faculty member who created the work may acquire the work's copyright by mutual agreement.
- b. For the purposes of defining faculty ownership interests, the District will also own the copyright to any work, such as a course outline, administrative policy, or information brochure that is formally reviewed by the District and becomes part of its curriculum, policies, or administrative or promotional literature.

28.4.3 Process for Documenting District Ownership and Faculty Member's Option

- a. If the District is to be the owner of the copyright to a work, the faculty member and the District shall sign an agreement specifying the terms and conditions of ownership.

28.5 Permitted Uses

28.5.1 Use of Work When Copyright is Owned by Faculty Member

a. Uses by Faculty Member

The District acknowledges that faculty members may use works whose copyrights they own in any and all ways they may wish, including, for example, authorizing the for-profit publication of such works in return for royalties paid solely to faculty members, subject only to the District's non-exclusive license to use those works (set forth in the following subsection below), without any further authorization from the District.

b. Uses by District

The District shall have a non-exclusive license to use works whose copyrights are owned by faculty members in the following ways: (1) to reproduce such works (for example, by photocopying them, by duplicating computer disks on which they have been saved, or by installing them on computer networks); (2) to distribute such works (for example, to students in classes); (3) to perform such works (for example, in classroom teaching by webcasting or by broadcasting); (4) to display such works (for example, over the web); and (5) to create derivative works (for example, companion materials or updated versions).

- c. The District may not authorize others to do these things without the written consent of the faculty member who owns the work's copyright.

28.5.2 Use of Work When Copyright is Owned by District

a. Uses by District

Faculty members acknowledge that the District may use works whose copyrights the District owns in any and all ways it may wish, including, for example, authorizing the for-profit publication of such works in return for royalties paid solely to the District, subject only to the non-exclusive license of the faculty member who created the work to use it (in the manner set forth in the following paragraph), without any further authorization from the faculty members who created those works. The District has a right to expect that faculty members will use, in the course of their regular employment, works for which they received nominal support or that are made in the course of their employment (i.e. syllabi, tests) without additional compensation.

b. Uses by Faculty Member

Faculty members shall have a non-exclusive license to use works they created, whose copyrights are owned by the District, in the following ways: (1) to reproduce such works (for example, by photocopying them, by duplicating computer disks on which they have been saved, or by installing them on computer networks); (2) to distribute such works (for example, to students in classes); (3) to perform such works (for example, in classroom teaching by webcasting or by broadcasting); (4) to display such works (for example, over the web); and (5) to create derivative works (for example, companion materials or updated versions).

28.5.3 Use of Names of Faculty Members and District

a. District's Use of Faculty Member's Name

The District agrees that when it uses a work created by a faculty member (regardless of who owns the work's copyright), the District will identify the faculty member who created the work for as long as the work continues to be used by the District.

- b. If the District does not wish to identify the faculty member, the District may ask the faculty member for authorization not to do so and

the faculty member has the option, but not the obligation, to release the District from this obligation.

- c. If the faculty member does not wish his/her name to be used in this manner, the faculty member has the right to require the District not to identify him/her and, in such a case, the District agrees not to do so or to stop doing so as soon as reasonably possible.
- d. If the District fails to identify a faculty member under circumstances when it should have, or identifies a faculty member under circumstances when it should not have, the faculty member shall be entitled only to a reasonable remedy that takes into account the seriousness of the violation and will not automatically be entitled in all cases to a remedy that requires the District to recall and destroy all existing copies of works that fail to include or omit the faculty member's identification.

28.5.4 Faculty Member's Use of Name of District

- a. Faculty members agree that when they use works they have created (regardless of who owns the works' copyrights) those works will identify the creators' relationships with the District or college for as long as they continue to be employed by the District. (For example, if a faculty member creates an online course that identifies the faculty member as its author, the faculty member's name shall be followed by the name of the college at which the faculty member teaches.)
- b. If for any reason a faculty member does not wish to identify his/her relationship with the District, the faculty member may ask the District for authorization not to do so. The District has the option to release the faculty member from this obligation.
- c. If for any reason the District does not wish its name to be used in this manner, the District has the right to require the faculty member not to identify his/her relationship with the District, and in such a case, the faculty member agrees not to do so or to stop doing so as soon as reasonably possible.
- d. If the faculty member fails to identify the District or college under circumstances when he/she should have, or identifies the District or college under circumstances when he/she should not have, the District shall be entitled only to a reasonable remedy that takes into account the seriousness of the violation and will not automatically be entitled in all cases to a remedy that requires the faculty member to recall and destroy all existing copies of works that fail to include or omit the District's or college's identification.

28.6 Responsibilities

28.6.1 Registration of Copyright

It shall be the responsibility of the party who owns the copyright to each work to register that copyright with the United States Copyright Office.

28.6.2 *Acquiring and Paying for Necessary Rights from Third Parties*

If the creation or use of a work requires rights to be acquired from third parties, such right shall be acquired and paid for by the party, i.e., the faculty member or the District, who owns the copyright to that work. In some cases, the cost of acquiring necessary rights from third parties, if paid by the District, may itself constitute “substantial support” from the District so the District would become the owner of the copyright to such works simply because it paid to acquire those rights.

28.6.3 *Determining and Documenting Copyright Ownership When Two or More Faculty Members Create and Own the Copyright to a Work*

If a work whose copyright would be owned by a faculty member (rather than by the District) is created by two or more faculty members, it is the responsibility of those faculty members to determine the manner in which they share ownership of the copyright to that work, and it is their responsibility to prepare (or have prepared at their own expense) a written agreement between them documenting their determination. No grievance against the District may be asserted by faculty members arising out of any consequences of their failure to make or document an agreement concerning the manner in which they share ownership of the copyright to such a work.

28.7 **Authorization of Individual Agreements the Terms of Which Differ From Those Described Above**

Faculty members and the District may, if they wish, enter into individual agreements with one another concerning copyright ownership and usage rights to specific works, the terms of which differ from those set forth above. The terms of any such individual agreement will supersede the terms of this article, once such an agreement is signed by the faculty member and the District. Any such agreement will be provided to the LRCFT.

28.8 **Dispute Resolution**

Disputes between faculty members and the District concerning this article shall be resolved pursuant to the grievance procedures contained in Article 13, Dispute Resolution.

Article 29

Ratification and Duration

- 29.1 This Agreement shall be effective from July 1, 2008, through June 30, 2011.
- 29.2 LRCFT may submit a proposal for a successor agreement within nine (9) months of the expiration of this Agreement. Once the proposal is received, the District will promptly comply with public notice requirements and commence negotiations in good faith.
- 29.3 If a successor agreement has not been agreed to by the expiration date of this contract, this Agreement shall remain in full force and effect until a new agreement is reached.
- 29.4 Ratification of the Agreement, both by the Board and the Federation, shall occur at the next regularly scheduled meeting of both parties or at a special meeting(s) called for that purpose within fifteen (15) work days, whichever shall occur first.
- 29.5 The parties acknowledge that this Agreement and any side letters constitute the full and complete commitment between the parties, and represent the completion of the bargaining obligation for the duration of this Agreement, except as specifically stated.
- 29.6 This Agreement may be amended or modified only by mutual consent of the District and LRCFT, evidenced by written instrument signed by their authorized representatives.

Article 30

Joint Statement

30.1 Joint Statement

In order to assure the participation of faculty members in policy development, the maintenance of high morale, and the improvement of the collegiate program, the Board of the Los Rios Community College District, California, and the Los Rios College Federation of Teachers, Local 2279, American Federation of Teachers, AFL-CIO, mutually enter into this contract in good faith by and between the Board and LRCFT on this 18th day of June, 2008, in order that public education shall best be served and in compliance with the statutory provisions of Title I, Government Code, Division 4, Chapter 10.7, Sections 3540 through 3549.3.

Los Rios Community College District

Los Rios College Federation of Teachers, Local 2279 American Federation of Teachers, AFL-CIO

By _____
Board President

By _____
LRCFT President

Chancellor

LRCFT Chief Negotiator

LRCFT College President
American River College

LRCFT College President
Cosumnes River College

LRCFT College President
Folsom Lake College

LRCFT College President
Sacramento City College

LRCFT Executive Director

Date _____ June 18, 2008

Date: _____ June 18, 2008

Negotiating Team Members:

District:

Ann Aaker
Ryan Cox
Bill Karns
Sue Lorimer
Theresa Matista
Colleen Owings
Michael Poindexter
Jon Sharpe

LRCFT:

Andrea Balsamo
Annette Barfield
KC Boylan
Zack Dowell
Diana Hicks
Reona James
Dean Murakami
Donna Nacey
Robert Perrone
Dennis Smith
Chuck Van Patten

Article 31

Summer Term

- 31.1 The parties agree that unless otherwise explicitly stated below, all articles and sections of the Agreement shall apply during the summer term.
- 31.2 The following articles and/or sections will not apply:
- 31.2.1 Article 2 (Salaries)
Section 2.2 (Stipends)
 - 31.2.2 Article 3 (Fringe Benefits and Retirement)
All sections except 3.9 (Parking)
 - 31.2.3 Article 4 (Workload)
Section 4.7 (Work Week)
Section 4.10.11 (Adjunct Faculty Office Hours Program)
 - 31.2.4 Article 8 (Performance Review)
All sections
 - 31.2.5 Article 11 (Professional Expectations and Development Opportunities)
Section 11.3 (Conference and Meeting Attendance)
Section 11.4 (Administrative of Conference/Travel Funds)
Section 11.5 (Use of Private Vehicles in Conducting District Business)
Section 11.6 (Professional Development Leave, Types A and B)
Section 11.7 (Professional Development Leave, Type C)
Section 11.8 (Professional Development Leave, Type D)
Section 11.9 (Professional Development Leave, Type E)
Section 11.10 (Exchange Teaching)
Section 11.11 (Cancellation of Paid Leaves)
Section 11.12 (Reinstatement Upon Return from Leaves)
Section 11.13 (Failure to Perform)
Section 11.14 (Other Paid Leaves)
 - 31.2.6 Article 13 (Dispute Resolution)
Section 13.4 (Grievance Process – Step 4, Grievance Process – Step 5, and Grievance Process – Step 6)

Appendix A

Salary and Benefits 2008-2009

A.1 Funding Sources

The bargaining unit shall receive its proportionate share of eighty percent (80%) of certain new or increased unrestricted revenue which is above an established base amount. The bargaining unit's proportionate share of such revenues is based upon:

- 1) the unit's total salary and benefit cost, including the cost of District contribution towards health coverage for all authorized/filled positions, including Summer term positions, associated with the LRCFT unit;
- 2) which is compared to the total District salary benefit and contribution costs for authorized/filled positions of all District employee groups.
- 3) Authorized/filled positions which are funded from special programs/categorical funds are excluded from both LRCFT unit's cost and other employee group costs.
- 4) The related salary and benefit costs associated with District contract managers are also excluded.

The determination as to whether such defined revenues are "continuing" or "one-time-only" is defined below but may be modified during the term of this contract due to new State regulations. Such revenues and related base amounts are defined as follows:

A.1.1 Program Based Funding (PBF) Revenue

The base amount for 2008-09 is the revenue level recognized in the 2007-08 fiscal year that was used for retroactive salary improvement calculations for that year which includes any 2007-08 Growth Funds and any Program Improvement Funds, and is reduced by any State deficit, which may be applied retroactively. Typically, the amount received in the preceding year per Program Based Funding (PBF) provisions is the revenue level recognized for that year if no statewide deficit is projected.

Program Based Funding revenues are generally considered "continuous" funds and shall be used to fund continuing salary and benefit costs applicable to LRCFT unit members. New or increased Program Based Funding revenues above the base amount are generally derived from two primary sources: 1) Cost of Living Adjustments (COLA); and 2) Growth Funds. In addition, the District may receive Equalization funds under Program Based Funding provisions. The determination, availability, and distribution of the bargaining units proportionate share of new or increased Program Based Funding revenues due to the COLA factor is dependent upon the final adoption of the State Budget and the reliability of receiving such entitlements. Typically, an initial salary schedule improvement is implemented for the fiscal year based upon COLA funds authorized in the

State budget for community colleges provided that such COLA revenues are reliable (no projected State funding deficit).

After providing for specified District costs associated with student growth, available Growth Funds as described in Attachment 1 which are attributed to Program Based Funding provisions are considered “continuous” funds and are proportionally allocated to unit members.

Equalization Funds are intended to “equalize” the funding for credit full-time equivalent students (FTES) funding across the State. Districts below the state-wide average for credit FTES funding are designated as “low revenue.” Equalization funds are provided infrequently and may or may not be distributed based upon the PBF determination of a “low revenue” district. However, when Equalization Funds are provided, they are considered “continuous” and are included under the Program Based Funding provisions as set forth in Appendices A and B.

A.1.2 *State Program Improvement Funds (PIF)*

Any unrestricted Program Improvement Funds received shall be proportionately allocated to the bargaining unit. Such revenues are generally considered “continuous” funds and shall be used to fund the costs described in Section A.2. Typically, PIF funds require the hiring of additional faculty members in order to improve the District’s full-time/part-time staffing ratio (Title V). Such requirements and the related funding for additional faculty are restrictive as to use of PIF funds. The base amount of PIF revenue used in the determination of new or increased revenue is zero.

A.1.3 *Basic Skills Growth Revenue*

In 2007-08, the State discontinued funding Basic Skills over cap FTES. Basic Skills funds previously allocated as general purpose were funded under a categorical program titled the “Basic Skills Initiative” and are no longer a revenue source for compensation.

A.1.4 *Lottery Revenue*

The base amount for Lottery revenue is established at \$3.3M. Lottery revenue is considered one-time-only revenue and the proportionate amount of eighty percent (80%) of such funds distributed to LRCFT unit members is provided on a one-time-only basis. Effective July 1, 2000, fifty percent (50%) of Lottery revenues above 1997-98 revenues are restricted per the conditions set forth in Proposition 20. Such restricted amounts may not be used for salaries and benefits and, therefore, are excluded from the provisions of this article.

A.1.5 *State Adjunct Medical Premium Reimbursements*

In 1996, the State established requirements and funding for a Part-time Faculty Medical Program for districts participating in this program. This program provides up to fifty percent (50%) reimbursement to districts that are joint employers of an adjunct faculty member who maintains a combined workload at both districts of sixty percent (.60 FTE) or more of a full-time faculty member. Additional requirements are stated in Section 3.3.5. A Memorandum of Understanding dated April 15, 1998, between Los

Rios Community College District and the Sierra Joint Community College District further specifies the terms of participation in the program and follows the guidelines and requirements prescribed by the State Chancellor's Office (EC 87860 through 87869 - AB 3099).

- A.1.5.1 Each fiscal year the Los Rios district shall file the appropriate claim for reimbursement with the State for medical premium costs incurred by both districts.
- A.1.5.2 Amounts received by the District shall: 1) reimburse Sierra for their share of costs incurred for adjunct premiums (up to 50%) and as specified in the Memorandum of Understanding with Sierra; and 2) remaining amounts shall be used to support the cost of this Adjunct Medical Premium program.
- A.1.5.3 Such reimbursements are considered a funding source available to LRCFT for related medical premium costs (Section A.2.3) in the year such monies are paid by the State and received by the District.

A.1.6 *State Adjunct Faculty Office Hours Program*

In 1997, the State established requirements and funding for participating districts for the cost of office hours held by adjunct faculty. This program provides up to fifty percent (50%) reimbursement to districts to offset the office hour costs incurred for participating faculty members who maintain a workload of forty percent (.40 FTE) or more. The Adjunct Faculty Office Hours Program is further described in Section 4.10.11 and follows the guidelines and requirements prescribed by the State Chancellor's Office.

- A.1.6.1 Each fiscal year the District shall file the appropriate claim for reimbursement with the State for adjunct office hour costs incurred which meet the State requirements.
- A.1.6.2 Amounts received by the District from the State shall be used to reduce the cost of this program.
- A.1.6.3 Such reimbursements are considered a funding source available to LRCFT for adjunct office hour costs (Section A.2.10) in the year such monies are paid by the State and received by the District.

A.1.7 *Part-Time Faculty Compensation Funds*

These funds are designated by the State to be used toward salary schedule parity for part-time faculty. Once parity was achieved, residual funds were used for other part-time faculty compensation items that are now part of the base funding and compensation for the unit. The 2007-08 level of Part-Time Faculty Compensation funds is \$1,997,475. Should Part-Time Faculty Compensation funds receive COLA, the COLA will be identified as a continuing resource for the unit to support salary and benefit costs. Should the State restore the funding reduction of \$242,551 for Part-Time Faculty Compensation reflecting the 2002-03 level of \$2,240,026, such increase to the 2002-03 level will be included with other resources for the

unit to support salary and benefits costs. If revenues above the 2002-03 level, excluding COLA, are received, the District and LRCFT will meet to negotiate the use of such funds. If the State further reduces the funding, other continuing sources will be used to offset such continuing costs.

A.1.8 *Partnership for Excellence Funds (PFE)*

In 2005-06, the Partnership for Excellence Program, previously funded separately by the State, was consolidated into the District's base funding.

A.1.9 *District Contribution Reduction*

Should District contribution for medical and dental coverage be reduced in 2008-09 below the preceding years established level, the related reduction in District contribution costs for unit members shall be returned to the unit as a source of funds which are available for redistribution.

A.1.9.1 The amount of funds attributed to premium reductions in 2008-09 shall be distributed to unit members in combination with any District growth funds.

A.1.10 *Cost Reduction/Salary Savings*

The proportionate share of any cost savings which were previously funded from student growth funds as further described in Attachment 1 and salary savings described in Section A.6 shall be available to the unit as another source of revenue.

A.1.11 *State Revenue Recalculations and Other Funding Sources*

Should revenues for Program Based Funding, Basic Skills Growth Revenue or other State revenues be increased or reduced as a result of retroactive calculations performed by the State Chancellor's Office (February 2009 Recalculation for 2007-08 revenues or other State computations), such revenue adjustments for 2007-08 shall be applied to 2008-09 revenue computations as per Sections A.1, A.1.2, or A.1.3 provisions.

A.1.12 *Carry Forward of Continuing Funds for 2007-08*

Per the memorandum of understanding for the distribution of 2007-08 continuing resources, remaining continuing funds from 2007-08 that were not used for continuing salary schedule improvements are an additional source for 2008-09.

A.2 Distribution or Allocation of Funds

Unit members proportionate share of such additional funds shall be applied in the following priority order:

A.2.1 The cost of step increments and class changes for 2008-09 for unit members and any prior year step increment costs which were not adequately funded from previous year's continuing funds; then

A.2.2 The increased District cost in 2008-09 of providing Medicare coverage to members and other increased payroll related benefits such as disability insurance coverage, Social Security or unemployment coverage.

- A.2.3 The District contribution cost increases for medical premiums for eligible adjunct faculty who are jointly employed by Los Rios and Sierra Community College Districts as described in Section 3.3.5.
- A.2.4 The increased cost over the 2007-08 level of providing the District contribution level up to the lowest premium level established by the District health carriers in 2008-09.
 - A.2.4.1 The District carriers currently providing coverage to LRCFT members are:
 - Kaiser Health Plan
 - Health Net Plan
 - PacifiCare
 - A.2.4.2 The 2007-08 District contribution for PacifiCare and Health Net is established at the Kaiser Health Plan premium level of \$721.23 per month on a twelve-month basis and shall remain at this level until the District contribution established for the lowest premium level is equal to or exceeds \$721.23/month. However, the District contribution level will be reduced to the actual premium level established by these carriers if the 2008-09 monthly premium is less than \$721.23.
- A.2.5 The cost in 2008-09 for increasing the District contribution for the monthly dental premium.
 - A.2.5.1 For 2007-08; the District contribution level for dental coverage is established at \$107.00 per month (twelve month basis);
- A.2.6 One-half the cost of the initial premium of \$7.00 per month per participant {guaranteed for three (3) years} for \$50,000 in term life insurance and accidental death and dismemberment coverage.
- A.2.7 Non-credit revenues identified in accordance with Section 4.6.2, which are set aside for non-credit unit members workload adjustments; then
- A.2.8 The cost to improve stipend amounts at the rate of the continuing salary schedule improvements and increased for Department Chair stipends and reassigned time assignments; then
- A.2.9 The incremental cost increase of parking fees reimbursed to unit members in the preceding academic/contract year as defined per Section 3.9; then
- A.2.10 The increased cost for compensating adjunct faculty for office hours; then
- A.2.11 The cost to fund additional Type B Leaves as defined in Section 11.6.8.1.
- A.2.12 The costs defined in this article require “continuing” funds in order to permanently support such costs in succeeding fiscal years and are a funding priority for any continuous sources of revenue such as Program Based Funding. After funding the above costs, any remaining continuing funds

shall be used to improve Salary Schedules A and B and payroll related fringe benefit improvements by two percent (2%). Continuing funds earmarked as described in Sections A.2.13 and A.2.14 will be paid to all unit members as one-time only until sufficient funds are accumulated for implementation of those items.

A.2.12.1 The cost of any salary schedule improvements provided in advance of the final determination of revenues available to LRCFT shall be considered in the retroactive salary calculations.

A.2.12.2 Any of the above costs funded in 2008-09 from one-time-only revenues (as defined in Section A.1) shall be considered one-time-only distributions/improvements for 2008-09. One-time only revenues are typically included with any distribution of retroactive compensation and other improvements.

A.2.13 Then, remaining continuing funds shall be earmarked for the multi-year funding plan (described in Sections A.2.13 and A.2.14) for funding an increase in the stipends for Department Chairs and the increased cost for compensating adjunct office hours on the basis of Schedule B-1 placement.

A.2.13.1 Sixty percent (60%) of the earmarked continuing funds shall be used to improve the Department Chair Level I and Level II stipends to an amount equivalent to \$3,532 and \$7,065 respectively. These rates do not include any intervening salary schedule improvement that may occur prior to implementing the improvement. If such improvements are made, the stipend amount would be improved accordingly.

A.2.13.2 Forty percent (40%) of the earmarked continuing funds shall be used to fund the cost of compensating adjunct office hours at an hourly rate based upon the actual placement on Schedule B-1. The determination of the rate is the annual Schedule A class and step placement divided by 1,430 hours. Additional provisions for this change will be determined prior to implementation to avoid a reduction in pay for any participating member.

A.2.14 Should the District expand its Cafeteria plan offerings increased costs associated with changes in the plan shall be charged to the bargaining unit's proportionate share.

A.3 Distribution of Lottery Revenues

The increase in funds attributable to lottery revenues above the base amount stated in Section A.1.4 shall be considered one-time-only payments and will be distributed to LRCFT unit members on an annual basis in conjunction with other retroactive salary compensation for the fiscal year.

A.3.1 Lottery revenues for the fiscal year will be reasonably estimated at the time of processing any retroactive salary payments; such funds shall be included in the scheduled retroactive compensation improvement. Any revenue

differences between actual lottery revenues received for this fiscal year compared to the lottery revenue estimates used in the improvements to salary and benefits shall be included in the succeeding fiscal year's revenue distribution to LRCFT.

- A.3.2 Lottery revenues below the base amount stated in Section A.1.4 shall reduce available continuous funds.
- A.3.3 Prior to distribution of lottery revenues to unit members, \$50,000 will be charged to the unit for the 2009-10 Paid Catastrophic Sick Leave program. In addition, lottery funds will be charged for one-half (1/2) the amount of costs incurred by the leave bank between \$50,000 and \$150,000. If costs for the 2008-09 year exceed \$150,000, the unit will bear the full cost above \$150,000 as a charge against lottery revenues. In the event the costs for the program are less than \$50,000 in 2008-09, the balance of the \$50,000 set aside from 2007-08 will be carried forward to 2009-10 and will be factored as part of the unit's contribution for costs incurred above \$50,000 in any year going forward until exhausted.

A.4 Distribution of Available Growth Revenues

The distribution of available Growth Funds as defined in Attachment 1 and any State remaining COLA revenues shall be distributed no later than sixty (60) days after the final status of such funds is determined by the State Budget Act, or the California Community Colleges Chancellor's Office, or the close of the District's fiscal year, whichever is later.

A.5 Retroactive Salary Adjustment

Per the provisions defined in Sections A.2 through A.4, unit members may receive retroactive salary improvements both continuing and one-time in nature. Non-regular (adjunct and overload) services provided for Summer terms will not be included in the retroactive payment. Summer assignments will continue to be paid from the interim salary schedule in effect for the Spring term preceding the Summer term. However, Summer term salary improvements due to a continuing improvement of Schedule B are provided for in the determination of the use of continuing resources for the fiscal year preceding the Summer term.

A.6 Salary Savings

Any net salary savings after replacement costs are considered which are realized from unit member retirements or resignations which occurred in 2007-08 may be used to:

- A.6.1 Address the unit's proportionate share of any reductions in Program Based Funding revenues below the defined base, and
- A.6.2 Fund the increased cost of conversions of part-time instructional FTE to regular full-time instructional positions if growth funds per Program Based Funding provisions (Attachment 1) are not available or are insufficient to fund such increased costs; then
- A.6.3 Remaining salary savings amounts shall be included in the distribution or allocation of funds to unit members as described in Section A.2.

A.6.4 Salary savings resulting from unclaimed Dependent Care Assistance Program or Flexible Spending Plan elections by LRCFT unit members will revert to the unit net of any costs associated with the plan administration.

A.6.5 Salary savings from unused Type A and B Leaves over the carryover limit will be used for one-time-only compensation improvements.

A.7 Other Unrestricted Funds

Should other new State unrestricted revenues become available in 2008-09 as a result of changes in funding legislation or excess unrestricted funds above the State's appropriation limit become available, such new revenue source(s) shall be subject to further negotiations.

A.7.1 The District shall notify the LRCFT unit of such new unrestricted revenues which are subject to further negotiations.

A.8 Excluded Revenue/Funding Sources

Other state revenues not defined herein, and other categorical apportionment funds, state apprenticeship, and other restricted or designated revenue sources shall be excluded from any computations of the bargaining unit's proportionate share of funds.

A.9 Ten Percent (10%) Limitation

Should the 2008-09 revenues as defined above provide sufficient funding for salary, fringe, and health benefit improvements, including step and class changes and other mutually agreed upon allocations which result in a distribution in excess of ten percent (10%), such excess funds above ten percent (10%) shall be subject to further negotiations for 2008-09.

A.9.1 The District shall notify the LRCFT unit of such excess funds above the ten percent (10%) level as it relates to the revenues defined herein.

A.10 Review of District Records

Records maintained by the District Office Business Services Department related to the implementation and calculation of LRCFT's proportionate share of the defined funds shall be available for review by designated representatives of the LRCFT Executive Board. LRCFT and business services representatives shall meet at a mutually agreeable time.

Annual reports summarizing the calculation of LRCFT's proportionate share of defined funds and the allocation/distribution of such funds shall be prepared by Business Services representatives. All such summary reports relating to the implementation of this Appendix shall be provided to designated representatives of LRCFT.

A.11 Changes in Funding Formulas for Community Colleges

Should funding formula for community colleges change substantially for 2008-09 which affect the application of the contract provisions, the above Sections A.1 to A.5 shall not apply. Such new unrestricted funding provisions shall be subject to further negotiation for 2008-09.

A.12 Reduction or Insufficient Defined Revenues in 2008-09

Should the total of all defined revenue/resources for 2008-09 be less than or equal to the various specified base amounts stated in Section A.1 above, LRCFT unit members shall bear their proportionate share of such reduced or insufficient funding levels. Such reduced revenues shall be calculated as specified in Appendix A. LRCFT's proportionate share of computed revenue reductions shall be applied, but not limited to: a) salary schedule adjustments; b) workload adjustments; c) suspension of salary schedule step advancements; or d) other adjustments as mutually agreed to by LRCFT and the District.

A.13 Cost Reductions/Savings

A.13.1 If the total of 2008-09 defined revenues per Section A.1 are calculated at a lower level than received or recognized in 2007-08, the total cost reductions described in Attachment 1 shall offset such decreased revenues. The bargaining unit's proportionate share shall be based upon eighty percent (80%) of such net PBF revenues and other revenue.

A.14 Cost Advances

The cost of 2008-09 step increments, class changes and other additional payroll related benefit costs for 2008-09 which are insufficiently funded shall be considered advanced by the District. Any cost advanced shall have first priority in the utilization/distribution of LRCFT's proportionate share of defined revenues in 2009-10 or subsequent year.

2008-09 Athletic/Coaching Stipend Schedule for Faculty

Coaching formula hour assignments and stipend compensation shall be as follows:

Sports Program	Formula Hour Assignment	Stipend
Baseball, Head Coach	7	\$5,160
Baseball, Assistant Coach	5	\$2,233
Basketball, Head Coach	7	\$5,160
Basketball, Assistant Coach	5	\$2,233
Cross Country, Head Coach	7	\$4,043
Football, Head Coach	7	\$5,160
Football, Assistant Coach	5	\$2,233
Golf, Head Coach	7	\$4,043
Hockey, Head Coach	7	\$5,160
Soccer, Head Coach	7	\$5,160
Soccer, Assistant Coach	5	\$2,233
Softball, Head Coach	7	\$5,160
Softball, Assistant Coach	5	\$2,233
Swimming, Head Coach	7	\$4,043
Tennis, Head Coach	7	\$4,043
Track and Field, Head Coach	7	\$5,160
Track and Field, Asst. Coach	5	\$2,233
Volleyball, Head Coach	7	\$5,160
Water Polo, Head Coach	7	\$4,043
Wrestling, Head Coach	7	\$4,043

Effective: July 1, 2008

Approved: June 2008

2008-09 Department Chair Stipend Schedule for Faculty

Department Chair Level*	Maximum Stipend**
Level I: Under 15 Points	\$1,351
Level II: 15 – 19.9 Points	\$2,703
Level III: 20 Points or More	20% Reassigned Time Per Semester

**** Refer to Article 2 and Appendix G for additional information regarding Department Chairs.***

***** Refer to MOU #26 of the 2005-2008 LRCFT Collective Bargaining Agreement regarding an increase in the stipend and its triggering mechanism for Department Chairs.***

Effective: July 1, 2008

Approved: June 2008

2008-09 Performing Arts Stipend Schedule for Faculty

Performing Arts: The District shall provide stipends and/or load equity for performing arts instructors.

Subject	Maximum Stipend*
Art: Art Gallery Director	\$1,305
Dance: Director	\$1,305
Forensics: Coach (district-wide)	\$1,863
Forensics: Assistant Coach	\$1,305
Forensics: Tournament Coordinator / Debate	\$931
Journalism: Student Newspaper	\$1,863
Journalism: Literary Journal Advisory	\$1,863
Music (Performing Group): Director	\$1,863
Theatre Arts: Director	\$1,863
Theatre Arts: Technical Director	\$1,863
Theatre Arts: Musical Director	\$1,863
Theatre Arts: Vocal Director	\$1,305
Theatre Arts: Costumer	\$1,305
Theatre Arts: Choreography	\$1,305
Theatre Arts: Promotion/Box Office	\$1,863
TV/Radio: Program Producer	\$1,305

**** Refer to individual description before making awards.***

Effective: July 1, 2008

Approved: August 2007

A faculty member with more than one (1) assignment may be eligible for more than one (1) stipend; however, no faculty member may receive more than two (2) stipends a semester (exceptions noted in the descriptions below). For purposes of developing stipends, fall and winter “seasons” are to be considered as one semester subject to the limitations described in this document.

Summary descriptions of responsibilities and guidelines for level of stipend to be awarded:

Art: Art Gallery Director (Non-Student Shows)

Responsibilities include following institutional budgetary procedures in coordinating all gallery exhibits to include scheduling and working with artists and students; preparing exhibit publicity and promotion; arranging opening receptions.

Maximum Stipend: Four (4) primary non-student exhibits.

Proportional Stipend: One-quarter (1/4) of maximum stipend per exhibit per semester.

Dance: Director

Responsibilities include conducting dance tryouts; assigning dance roles; choreographing the program; teaching the students the dances; conducting regular dance rehearsals; providing notes through run of the show.

Maximum Stipend: Three (3) full-production performances per semester.

Proportional Stipend: One-third (1/3) of maximum stipend per full-production performance.

Forensics: Coach

Responsibilities include following budgetary procedures in the coordination of overall district-wide forensics program including coaching and working with staff and assistant coach preparing district-wide tournament schedules and transportation; arranging for travel resources.

Maximum Stipend: Four (4) tournaments per semester.

Proportional Stipend: One-quarter (1/4) of maximum stipend per tournament.

Limit Exception: Two (2) maximum stipends per academic year. One (1) head coach of district-wide activities.

Forensics: Assistant Coach

Responsibilities include assisting forensics coach with coordination of overall forensics program, including coaching students.

Maximum Stipend: Three (3) tournaments per semester.

Proportional Stipend: One-third (1/3) of maximum stipend per tournament.

Limit Exception: Two (2) maximum stipends per academic year.

Forensics: Tournament Coordinator/Debate

Responsibilities include assisting forensics coach in preparing tournament schedules and transportation; arranging for travel resources.

Maximum Stipend: Three (3) tournaments per semester.

Proportional Stipend: One-third (1/3) of maximum stipend per tournament.

Limit Exception: Two (2) maximum stipends per academic year.

Journalism: Student Newspaper

Responsibilities include supervising students in the Journalism lab to include layout and production of student newspaper; evaluating staff and product; coordinating public relations; maintaining fiscal accountability; monitoring outside contracts and advertising; maintaining equipment.

Maximum Stipend: Weekly edition.

Proportional Stipend: One-quarter (1/4) of maximum stipend for monthly publication.

Limit Exception: One (1) maximum stipend per semester.

Journalism: Literary Journal Advisor

Responsibilities include supervising students in lab setting who write, edit, lay out and produce the annual literary journal; evaluating staff and product; coordinating public relations (including at least one (1) public reading), fund raising and sales of journal; maintaining fiscal accountability; maintaining equipment.

Maximum Stipend: One (1) annual edition.

Proportional Stipend: None.

Limit Exception: One (1) maximum stipend per semester; could be divided between two (2) advisors.

Music (Performing Group): Director

Responsibilities include selecting music; rehearsing group; scheduling performances; coordinating facilities, promotion, fliers, publicity, etc.; ticketing; preparing program; recruiting personnel.

Maximum Stipend: Four (4) concert performances per semester.

Proportional Stipend: One-quarter (1/4) of maximum stipend performance.

Theatre Arts: Director

Responsibilities include auditioning, casting and rehearsing the production; verifying institutional procedures in regard to budget, publicity, box office and house management are followed; establishing guidelines (concepts) for production and securing rehearsal and theatre space.

Maximum Stipend: One (1) main stage (full length) production with at least four (4) performances per production.

Proportional Stipend: One-quarter (1/4) of maximum stipend for each performance. Special productions (i.e., children's theatre, touring groups, etc.).

Theatre Arts: Technical Director

Responsibilities include developing a design concept; drafting floor plans, elevations, and working drawings (furniture and props where needed); light plot and instrument schedule; sound designing; supervising technical rehearsals; attending production meetings; verifying institutional procedures regarding lighting, sound, set, and costuming.

Maximum Stipend: One (1) main stage (full length) production with at least four (4) performances per production.

Proportional Stipend: One-quarter (1/4) of maximum stipend for each performance. Special productions (i.e., children's theatre, touring groups, etc.).

Theatre Arts: Musical Director

Responsibilities include coordinating all music requirements; coordinating cuts, additions, style and tempos with director, vocal director, and choreographer; coordinating physical set-up for orchestra for rehearsal and show; arranging and conducting all orchestral rehearsals; attending production meetings as required; providing notes following rehearsals/performance.

Maximum Stipend: One (1) main stage (full length) production with at least four (4) performances per production.

Proportional Stipend: One-quarter (1/4) of maximum stipend for each performance. Special productions (i.e., children's theatre, touring groups, etc.).

Theatre Arts: Vocal Director

Responsibilities include determining special requirements for music; accounting for vocal music; coordinating cuts, style tempos with director; attending production meetings and auditions as required; conducting all vocal rehearsals; providing notes of rehearsals/performance.

Maximum Stipend: One (1) main stage (full-length) production with at least four (4) performances per production.

Proportional Stipend: One-quarter of (1/4) maximum stipend for each performance. Special productions (i.e., children's theatre, touring groups, etc.)

Theatre Arts: Costumer

Responsibilities include designing costumes; attending production meetings as required; creating drawings and renderings; building and/or supervising the construction of costumes; supervising the actors and the wardrobe crew during dress rehearsals and performance; maintaining costumes throughout run of show.

Maximum Stipend: Based on the number and complexity of the costumes that have to be built.

Proportional Stipend: Same definition as maximum stipend.

Theatre Arts: Choreographer

Responsibilities include conducting dance tryouts; helping to decide on casting; choreographing the show; teaching the dances; conducting regular dance rehearsals; providing notes throughout run of show.

Maximum Stipend: One (1) main stage (full-length) musical with at least four (4) performances per production.

Proportional Stipend: One-quarter (1/4) of maximum stipend for each performance. Special productions (i.e., children's theatre, touring groups, etc.).

Theatre Arts: Promotions/Box Office

Responsibilities include supervising the business and promotional side of a production per institutional policy; ordering tickets; creating a publicity campaign to include mailing list advertising, press releases and fliers; organizing photo shoots; supervising audience development; creating a season subscription drive; promoting community involvement; developing a lobby display; supervising box office and nightly front-of-house duties.

Maximum Stipend: All of the responsibilities for a semester for all theatre productions, including at least one (1) main stage performance.

Proportional Stipend: A percentage for each production based on the number productions per semester.

Limit Exception: One (1) maximum stipend per semester.

TV/Radio: Program Producer

Responsibilities include producing television and/or radio productions for broadcast working with faculty, students and staff in meeting the objectives of the production, including script writing, acting, lighting and editing.

Maximum Stipend: Three (3) productions per semester of at least one half (1/2) hour each.

Proportional Stipend: One-third (1/3) per half-hour production.

Limit Exception: One (1) maximum stipend per semester.

**Los Rios Community College District
2007-08 Interim**

**Faculty Salary Schedule "A-164"
(Tenure-Track and Long-Term Temporary Faculty Working a 164-Day Schedule)**

Step	Class I	Class II	Class III	Class IV	Class V
1	39,416	43,797	48,168	52,554	55,178
2	40,993	45,549	50,095	54,656	57,385
3	42,633	47,371	52,099	56,842	59,681
4	44,338	49,266	54,183	59,116	62,068
5	46,112	51,236	56,350	61,481	64,551
6	47,956	53,286	58,604	63,940	67,133
7	49,874	55,417	60,948	66,498	69,818
8	51,869	57,634	63,386	69,157	72,611
9	53,944	59,939	65,922	71,924	75,515
10	56,102	62,337	68,558	74,801	78,536
11	58,346	64,830	71,301	77,793	81,677
12	60,680	67,423	74,153	80,904	84,944
13	63,107	70,120	77,119	84,141	88,342
14			80,204	87,506	91,876
15				91,006	95,551
Longevity*	65,631	72,925	83,412	94,647	99,373

***After 20 years of full-time, tenure-track service with Los Rios, a longevity increment will be awarded which is 4% of the appropriate range and step. Figures provided reflect the longevity increment applied to the last step in each class.**

This salary schedule may be retroactively increased for services rendered in the academic/contract year, contingent upon designated revenues realized in 2007-08. Estimated distribution date is July/August 2008.

Subject to audit, and, if necessary, correction to meet intent of negotiations.

Effective: July 1, 2007

Approved: August 2007

**Los Rios Community College District
2007-08 Interim**

**Faculty Salary Schedule "A-164"
(Tenure-Track and Long-Term Temporary Librarians Working a 164-Day Schedule)**

Step	Class I	Class II	Class III	Class IV	Class V
1	39,577	43,976	48,365	52,768	55,404
2	41,160	45,735	50,299	54,879	57,620
3	42,807	47,564	52,311	57,074	59,924
4	44,519	49,467	54,404	59,357	62,321
5	46,300	51,445	56,580	61,732	64,814
6	48,152	53,503	58,843	64,201	67,407
7	50,078	55,643	61,197	66,769	70,103
8	52,081	57,869	63,645	69,440	72,907
9	54,164	60,184	66,191	72,217	75,824
10	56,331	62,591	68,838	75,106	78,856
11	58,584	65,095	71,592	78,110	82,011
12	60,927	67,699	74,455	81,235	85,291
13	63,365	70,407	77,434	84,484	88,703
14			80,531	87,863	92,251
15				91,378	95,941
Longevity*	65,899	73,223	83,752	95,033	99,779

*** After 20 years of full-time, tenure-track service with Los Rios, a longevity increment will be awarded which is 4% of the appropriate range and step. Figures provided reflect the longevity increment applied to the last step in each class.**

This salary schedule may be retroactively increased for services rendered in the academic/contract year, contingent upon designated revenues realized in 2007-08. Estimated distribution date is July/August 2008.

Subject to audit and, if necessary, correction to meet intent of negotiations.

Effective: July 1, 2007

Approved: August 2007

**Los Rios Community College District
2007-08 Interim**

**Counselors, Coordinators and Nurses
Faculty Salary Schedule "A-174"
(Tenure-Track and Long-Term Temporary Faculty Working a 174-Day Schedule)**

Step	Class I	Class II	Class III	Class IV	Class V
1	41,991	46,657	51,314	55,986	58,782
2	43,670	48,523	53,366	58,225	61,133
3	45,417	50,464	55,501	60,555	63,578
4	47,234	52,483	57,721	62,977	66,122
5	49,123	54,582	60,030	65,496	68,766
6	51,088	56,766	62,431	68,116	71,517
7	53,131	59,036	64,928	70,840	74,378
8	55,257	61,398	67,526	73,674	77,353
9	57,467	63,854	70,227	76,621	80,447
10	59,766	66,408	73,036	79,686	83,665
11	62,156	69,064	75,957	82,873	87,011
12	64,643	71,827	78,995	86,188	90,492
13	67,228	74,700	82,155	89,635	94,112
14			85,411	93,221	97,876
15				96,950	101,791
Longevity*	69,917	77,688	88,859	100,828	105,863

*** After 20 years of full-time, tenure-track service with Los Rios, a longevity increment will be awarded which is 4% of the appropriate range and step. Figures provided reflect the longevity increment applied to the last step in each class.**

This salary schedule may be retroactively increased for services rendered in the academic/contract year, contingent upon designated revenues realized in 2007-08. Estimated distribution date is July/August 2008.

Subject to audit and, if necessary, correction to meet intent of negotiations.

Effective: July 1, 2007

Approved: August 2007

**Los Rios Community College District
2007-08 Interim**

**Faculty Salary Schedule "B-1"
(Adjunct Faculty / Overload Assignments)
Lecture and Laboratory Hourly Rates**

	Step	Class I	Class II	Class III	Class IV	Class V
Lecture	1	54.74	60.83	66.90	72.99	76.63
Lab		41.05	45.63	50.17	54.74	57.47
Lecture	2	56.94	63.27	69.57	75.92	79.71
Lab		42.70	47.45	52.18	56.93	59.78
Lecture	3	59.21	65.79	72.36	78.95	82.89
Lab		44.41	49.34	54.27	59.21	62.17
Lecture	4	61.59	68.43	75.25	82.10	86.21
Lab		46.19	51.32	56.44	61.58	64.66
Lecture	5	64.04	71.16	78.26	85.39	89.66
Lab		48.03	53.37	58.70	64.04	67.25
Lecture	6	66.61	74.00	81.39	88.80	93.24
Lab		49.96	55.50	61.05	66.60	69.93
Lecture	7	69.27	76.96	84.66	92.35	96.97
Lab		51.95	57.72	63.49	69.26	72.73
Lecture	8	72.04	80.05	88.03	96.06	100.84
Lab		54.03	60.04	66.02	72.04	75.63
Lecture	9	74.92	83.25	91.55	99.90	104.87
Lab		56.19	62.44	68.66	74.92	78.65
Lecture	10	77.92	86.58	95.23	103.90	109.08
Lab		58.44	64.93	71.42	77.92	81.81
Lecture	11	81.03	90.05	99.03	108.05	113.43
Lab		60.77	67.54	74.27	81.04	85.07
Lecture	12	84.27	93.65	102.99	112.37	117.98
Lab		63.20	70.24	77.25	84.27	88.49
Lecture	13	87.64	97.40	107.11	116.86	122.70
Lab		65.73	73.05	80.34	87.65	92.03
Lecture	14			111.40	121.53	127.61
Lab				83.55	91.15	95.71
Lecture	15				126.40	132.71
Lab					94.80	99.54

Subject to audit, and, if necessary, correction to meet intent of negotiations.

This salary schedule may be retroactively increased for services rendered in the academic/contract year, contingent upon designated revenues realized in 2007-08. Estimated distribution date is July/August 2008.

Effective: July 1, 2007

Approved: August 2007

**Los Rios Community College District
2007-08 Interim**

**Faculty Salary Schedule "B-2 & B-3"
(Adjunct/Overload Counselor/Coordinator/Nurse Hourly Rates/185 Days B-2)
(Adjunct/Overload Librarian Hourly Rates/175 Days B-3)**

Step	Class I	Class II	Class III	Class IV	Class V
1	32.17	35.76	39.32	42.91	45.04
2	33.47	37.18	40.90	44.62	46.85
3	34.80	38.67	42.53	46.40	48.72
4	36.20	40.22	44.23	48.27	50.67
5	37.63	41.83	46.00	50.19	52.70
6	39.14	43.49	47.83	52.20	54.80
7	40.71	45.24	49.74	54.28	56.99
8	42.34	47.05	51.74	56.46	59.28
9	44.04	48.92	53.82	58.71	61.64
10	45.79	50.89	55.96	61.06	64.11
11	47.63	52.92	58.20	63.51	66.67
12	49.54	55.04	60.53	66.04	69.35
13	51.52	57.24	62.95	68.68	72.12
14			65.47	71.43	75.01
15				74.29	78.01

Subject to audit, and, if necessary, correction to meet intent of negotiations.

This salary schedule may be retroactively increased for services rendered in the academic/contract year, contingent upon designated revenues realized in 2007-08. Estimated distribution date is July/August 2008.

Effective: July 1, 2007

Approved: August 2007

Attachment 1

Calculation of Available Growth Revenues & Related Growth Cost 2008-09 to 2010-11

1. Calculation of Available Growth Revenues

Eighty percent (80%) of growth funds per Program Based Funding provisions received in 2008-09, 2009-10, or 2010-11 shall be initially appropriated in the following manner:

1.1 The increased costs associated with each year's actual full-time equivalent (FTE) instructional level above the previous year's actual instructional staffing level

1.1.1 The actual instructional staffing level for each year shall be determined after the end of the fourth week Spring and shall be based upon the average of the Fall / Spring fourth week instructional FTE level for that year plus the change in FTE for the Summer term above the base level of 122.34. For this provision the Summer term is the term occurring prior to the Fall term for the fiscal year. This provision requires the agreement of all units to be implemented.

1.1.1.1 To calculate the growth in instructional FTE for the Summer term, a productivity level of 450 will be used. If the actual Summer term productivity is below 450, growth funds will not be charged for FTE utilized below the 450 level.

1.1.2 Such costs shall be computed based upon the 2007-08 standard adjunct FTE cost of \$47,053 (except the standard adjunct cost for Summer term instruction will not include the health and welfare benefit costs), and

- 1) for 2008-09 any salary schedule improvements provided in 2007-08 after August 2008 and salary improvements provided for 2008-09; then
- 2) for 2009-10, additional improvements provided for 2008-09 applied to the standard adjunct FTE cost, as adjusted, for 2007-08; then
- 3) for 2010-11 additional improvements provided for 2009-10 applied to the standard adjunct FTE cost, as adjusted, for 2010-11.

- 1.1.3 The determination of actual staffing level utilized and actual enrollment growth revenues received for the contract year shall be made no later than sixty (60) days following the close of the district's fiscal year-end. Potential State funding deficits may reduce expected growth revenue. The records maintained by the District Office Business Services Department shall be used to determine actual staffing levels.
- 1.2 The salary and fringe benefit annual contract cost in the contract year of additional certificated counselors required to maintain a counselor/student ratio of 900:1;
 - 1.2.1 such positions shall be hired for the start of the following Fall semester; and
 - 1.2.2 continuing growth funds shall be committed for the additional authorized counseling positions and any unused continuing funds set aside for this purpose in the contract year shall be proportionately distributed to the unit on a one-time-only basis; then
- 1.3 The cost of additional full-time faculty required to be hired as specified in Title V provisions. The incremental salary and fringe benefits costs due to conversion of part-time instructional FTE to regular instructional positions and salary and benefit costs of other non-classroom faculty positions shall be funded from specified growth funds. The standard cost of salary and payroll related fringe benefit costs for 2007-08 is currently established at \$29,776 for converted instructional FTE. The standard cost of salary and payroll related fringe benefit costs or actual cost for newly hired non-classroom faculty (164 or 174 day) is \$73,841 or \$81,809, respectively. The established district contribution costs towards health benefits shall also be considered. Calculated standard costs for required faculty hires pursuant to Title V provisions shall be increased by any salary schedule and fringe benefit improvements provided in 2008-09 through 2010-11 as applicable;
 - 1.3.1 The salary and benefit costs of the additional full-time faculty hired shall consider whether such hires were for the start of the Spring semester or the following Fall semester.
 - 1.3.2 Continuing growth funds shall be committed for any positions authorized in the contract year; and
 - 1.3.3 Any unused continuing growth funds set aside for this purpose shall be proportionately distributed to the unit on a one-time-only basis; then
- 1.4 The salary and fringe benefit cost of additional classified positions which are needed as a result of district enrollment growth or new educational sites.
 - 1.4.1 The maximum number of additional full-time equivalent (FTE) classified staff required due to enrollment growth shall be

based upon the District's current growth factor percentage assigned by the State multiplied by the total classified FTE level authorized for the year. Authorized classified FTE includes White Collar, Specialists, Blue Collar, Supervisory and Confidential positions funded with general purpose revenues.

- 1.4.2 Classified positions (FTE) which are funded with categorical resources/revenues are excluded from this computation; then
- 1.4.3 The additional classified FTE shall be in place no earlier than the Spring semester of the contract year or July 1 of the succeeding year.
- 1.4.4 The actual number of additional classified staff (FTE) authorized for the contract year and the related salary and benefit costs of such positions shall be funded from continuing growth funds.
- 1.4.5 The cost of any retroactive salary improvements for the additional classified positions which are authorized in a given contract year shall be provided from growth funds; and
- 1.4.6 Any unused continuing growth funds shall be proportionately distributed to the unit on a one-time-only basis.
- 1.5 Additional administrative positions shall not be funded from growth funds.
- 1.6 The remaining available growth funds shall be distributed proportionately to LRCFT in accordance with Appendix A.
- 1.7 **Cost Reductions**

The cost savings or cost reductions related to those items listed below shall be calculated and applied as an additional source of funds. Typical items are student growth costs previously funded from growth revenues and are:

 - 1.7.1 The cost reductions associated with the actual instructional FTE utilized for the academic year based upon the average of the Fall / Spring fourth week instructional FTE level which is below the previous year's actual instructional staffing level. The standard 2007-08 part-time cost per FTE of, as defined per Section 1.1, shall be used to determine instructional cost savings, and
 - 1.7.2 The cost reductions in the contract year attributed to the annual salary and fringe benefit cost due to the reduced number of full-time-equivalent (FTE) certificated counselors required per the terms of the LRCFT contract. The previous year's required counseling FTE shall be used as a base to determine the net reduction in FTE for the current contract year. The standard 2007-08 counseling part-time cost per FTE of \$66,879 (@174 days) or the 2007-08 standard cost for entry

level Schedule A shall be used to determine such cost reductions. Actual counselor staffing FTE levels above the required staffing level shall be used in the determination of cost if such levels are greater.

- 1.7.3 Any other cost reductions due to staffing changes (reduction) previously funded from growth funds as further described in Sections 1.1 to 1.4.
- 1.7.4 The total amount of cost savings as determined above shall be proportionately distributed to LRCFT.
- 1.8 Available Growth Revenue for 2009-10 and 2010-11 shall be determined in the same manner as 2008-09 contract year except that:
 - 1.8.1 The actual instructional staffing levels expressed in full-time equivalent (FTE) terms in either 2009-10 or 2010-11 which is greater than the actual FTE level of the previous year shall be determined for the particular contract year; and
 - 1.8.2 Standard part-time FTE cost of \$47,053 as defined in 2007-08 shall be adjusted for salary schedule improvements provided in 2008-09, 2009-10, and 2010-11.
 - 1.8.3 The standard net cost increase amounting to \$29,776 plus the established district contribution cost towards health benefits for any conversions of part-time instructional FTE shall be adjusted for any salary schedule and benefit improvements provided in 2007-08, 2008-09, and 2009-10.

Appendix B

Salary and Benefits 2009-10 and 2010-11

Any salary, fringe benefit, and stipend improvements, including:

- 1) step and class changes; and
- 2) improvements to District contribution for medical and dental insurance; and
- 3) increase in premium cost for the term life insurance and accidental death and dismemberment coverage; and
- 4) increased parking costs incurred by members; and
- 5) increased Professional Development Leaves; and
- 6) funding the package for:
 - a) Department Chair Level I and Level II Stipend Improvement
 - b) Adjunct Faculty Office Hour Hourly Rate Improvement; and
- 7) setting aside \$50,000 from each year's lottery funds above base (one-time) for the following year's Paid Catastrophic Sick Leave Program; in addition, lottery funds will be charged for costs incurred in the 2009-10 and 2010-11 years in excess of \$50,000 as defined in Appendix A.

shall be determined for fiscal years 2009-10 and 2010-11 in accordance with the provisions stated in Sections A.1 through A.16 of the Salary and Benefits - 2008-09. All such improvements as determined for 2009-10 and 2010-11 shall be effective at the start of the particular academic/contract year.

B.1 Funding Sources

Eighty percent (80%) of such revenues defined in Section A.1, Salary and Benefits - 2008-09, shall be allocated and distributed in the same manner for the 2009-10 and 2010-11 defined revenues received. Related base amounts for each contract year shall be computed as follows.

B.1.1 Program Based Funding (PBF) Revenue

The base amount is the amount recognized or received in the previous year per Program Based Funding (PBF) provisions, which includes any Growth Funds, Program Improvement Funds and any other revenues which are computed as base revenue, including Partnership for Excellence and Equalization, per PBF provisions by the State of California, Chancellor's Office. Such PBF base revenues may also be reduced by any retroactively applied State deficit.

New or increased Program Based Funding revenues above the base amount are generally derived from two sources: 1) Cost of Living Adjustments

(COLA); and 2) Growth Funds. Any other categories of unrestricted Program Based Funding financing formula which are added or modified in 2009-10 or 2010-11 shall also be allocated to LRCFT unit members in accordance with provisions stated in Appendix A. Any reduction in funds resulting from Title V, Section 53310 provisions (75:25 Full-time/Part-time faculty ratio) shall reduce new or increased funds.

B.1.2 *State Program Improvement Funds (PIF)*

Unrestricted Program Improvement Funds received in 2009-10 or 2010-11 shall be proportionately allocated to the bargaining unit. Base revenue for State Program Improvement Funds is established at zero since previous year's PIF revenue are typically added to PBF revenue and becomes part of PBF base amounts stated in Section B.1.1.

B.1.3 *Lottery Revenue*

The base amount for Lottery revenue is established at \$3.3 million. Effective July 1, 2000, fifty percent (50%) of Lottery revenues above 1997-98 revenues are restricted per the conditions set forth in Proposition 20. Such restricted amounts may not be used for salaries and benefits and, therefore, are excluded from the provisions of this article.

B.1.4 *District Contribution Reduction*

Should the District contribution for medical/dental coverage be reduced in either year covered by this appendix below the preceding year's established level, the related reduction in District contribution costs for unit members shall be returned to the unit as a source of funds which are available for redistribution.

B.1.5 *Cost Reduction/Salary Savings*

The proportionate share of any cost savings which were previously funded from student growth revenues and as further described in Attachment 1 and salary savings described in Appendix A shall be available to the unit as another source of revenue.

B.1.5.1 Should the Summer instructional FTE be lower than the base of 122.34 established in Attachment 1, then the savings would be shared equally between the District and LRCFT not to exceed the amount funded by LRCFT under the provisions of Section A.2.13.1. Such savings will be regarded as one-time-only funds until the base is fully funded from continuing resources.

B.1.6 *Other Funding Sources*

Should revenues for Program Based Funding, Basic Skills Growth Revenue be increased or reduced as a result of retroactive calculations performed by the State Chancellor's Office (February 2009 or 2010 Recalculation or other State computations) such revenue adjustments shall be applied to the related revenue computations as per Section A.1 provisions.

B.2 Distribution or Allocation of Funds

LRCFT unit members shall receive their proportionate share of such increased revenues which shall be applied in the same priority order as listed in Section A.2 of

Appendix A provisions, except that any previous year's continuing costs of LRCFT unit members funded from one-time-only revenues in that year shall have first priority. The cost of any additional stipends or stipend categories mutually agreed to during the term of the contract shall also be funded from LRCFT's proportionate share of revenues.

B.2.1 Summer term salaries will not be retroactively improved for any continuing or one-time-only salary schedule improvements. Summer term salaries will continue to be paid from the interim salary schedule from the fiscal year preceding the term. However, Summer term salary improvements due to a continuing improvement of Schedule B are provided for in the determination of the use of continuing resources for the fiscal year preceding the Summer term.

B.3 Available Growth Revenues

Available Growth Funds, as defined in Attachment 1, shall be proportionately distributed to LRCFT on a continuous or one-time-only basis dependent upon the nature of such funds received by the District. The same terms stated in Attachment 1 shall apply to 2009-10 and 2010-11 contract year.

B.4 Reduction or Insufficient Defined Revenues

Should the total of all defined revenues be less than or equal to the base amounts stated in Section B.1, or sufficient revenues are not received to fund the full cost step and class changes and other increased payroll related benefits, LRCFT unit members shall bear their proportionate share of eighty percent (80%) of such reduced or insufficient funds.

LRCFT's proportionate share of computed revenue reductions shall be applied, but not limited to: a) salary schedule adjustments; b) workload adjustments; or c) other adjustments as mutually agreed to by LRCFT and the District.

Appendix C

Forms

This Appendix provides a listing of forms available that support contract language. It is the intent of this Agreement to have these available online in addition to the Human Resources and LRCFT offices. [The following on-line forms are available at: http://www.losrios.edu/hr/HumanResourcesForms.htm](http://www.losrios.edu/hr/HumanResourcesForms.htm)

Application for Credit for Salary Schedule Advancement for
Lower Division Units and Non-Academic Activities

Application for Faculty Position

Cumulative Absence Report - Certificated Employees

Department Chair Evaluation:

Department Chair Feedback: Instructional Departments

Department Chair Feedback: Counseling Departments

Employment Service Agreement

Employment Service Agreement Ancillary Activities

Faculty Performance Review:

Administrative Observation Checklist

Athletic Coach Performance Review

Classroom Faculty Performance Review

Coordinator Performance Review (2 pages)

Counselor Performance Review

Librarian Performance Review

Nurses Performance Review

Performance Review Narrative Comments

Student Review of Counselors

Student Review of Faculty

Student Review of Faculty (Online)

Student Review of Nurses

Tenure-Track Faculty Evaluation Checklist

Workstation Observation Worksheet

Faculty Stipend Evaluation Criteria

Instructor Availability / Preference Form

Interest Form for Adjunct Faculty Office Hours Program

Parking Reimbursement Form - Outreach Centers

Petition for Additional Faculty Service Area

Request for Health Insurance - Adjunct Faculty

Request for Inclusion of Sierra College FTE

Request for Faculty Transfer

Sabbatical / Professional Development Leave Application

Travel Authorization and Reimbursement Claim

Appendix D

Professional Development Leaves

	<u>Type A</u> Research Section 11.6	<u>Type B</u> Service Section 11.6	<u>Type C</u> Overload Bank Section 11.7	<u>Type D</u> Difference in Pay Section 11.8	<u>Type E</u> Retrain/ Renew Section 11.9
% of Workload	100% or 50%	Up to 100%	100%	100%	Up to 100%
Term	One Semester or One Year	Up to One year	One Semester or One Year (except when used to supplement maternity/ paternity leave)	One Semester or One Year	Up to One year
Salary	100% (one semester) or 50% (one year)	100%	100% Schedule A	Subtract Class II, Step 6, Schedule A-164 from Regular Pay	100%
Who Recommends	Professional Standards Committee	Professional Standards Committee	College President	College President	College President
Availability	At Least Six per Year	At Least 4.0 FTE per Year	Limited Only by Program Needs	Limited Only by Program Needs	2.0 FTE per Year
Service Requirement—Before	Four Years from Date of Employment and Seven Years from Last Type A Leave	Three Years from Date of Employment and Last Professional Development Leave	Deferred Overload Equivalent Formula Hours Required	Seven Years from Date of Employment and Three Years from Last Professional Development Leave	Seven Years from Date of Employment and Seven Years from Last Professional Development Leave
Service Requirement—After	Report and Twice the Period of the Leave	Report	None	One Year	Two Years Progress Reports and Final Report

Appendix E

Self-Study Format: Tenured/Tenure-Track Faculty

Purpose: The purpose of the self-study is to provide an opportunity for introspection and planning for the future in your performance review. If you have made goals in the past, you should review your progress. If you have goals for the future, you should state them. Please adhere to the following guidelines:

- You are expected to follow the appropriate format below. Include all of the headings of the format in your report (they are in boldface.)
- Please type your report; this is a professional document and should reflect your professional standards.
- Please limit your report to no more than four (4) pages, single-spaced.
- If you attach supporting documents, be sure they are clearly referenced in the text of your report.

Tenured / Tenure-Track Faculty Review – Self-Study Format

- I. ***Response to Recommendations of Previous Review***
List all recommendations from your previous review and the steps you have taken to remedy them.
- II. ***Review Cycle History***
Please list changes in assignment, course development activities, or any other activities that have affected your assignment since your last review.
- III. ***Professional Activities***
These would include workshops attended, textbooks written or being written, service in a professional organization, research undertaken, conference presentations, etc.
- IV. ***Service***
Please list all activities you have undertaken since your last review. These service activities may include, but not be limited to, those activities defined in Article 4.
 - a. Service to your department/area.
 - b. Service to the college/district.
 - c. Service to the community.
- V. ***Efforts Taken to Stay Current***
These would include workshops attended, research undertaken, conference presentations, service on advisory or departmental committees, speaking engagements, etc.

- a. Efforts taken to stay current in your field
- b. Efforts taken to stay current in your assignment (teaching or delivery of services such as counseling, library, etc.)

VI. *Future Directions*

- a. **Assessment:** Reflect about your strengths and weaknesses in areas such as, but not limited to, student learning outcomes, professional growth, program development, research and scholarship, teaching effectiveness, or discipline currency. What information (qualitative or quantitative data) helped you in this assessment?
- b. **Goals:** Comment on your future goals to address the identified strengths and weaknesses.
- c. **Resources:** Please identify specific departmental, college or district resources needed to help you reach your goals.

VII. *Other*

You may include anything here you feel is pertinent but did not get covered in any of the other articles.

VIII. *Attachments*

Please attach copies of your course syllabi for the courses you are teaching during the semester of your review. You may also attach any supporting documents you wish, for example, for classroom faculty, department objectives, course manuals, classroom materials developed during this review cycle, etc. For non-classroom faculty, work portfolios may be submitted. These will be returned.

Appendix F

Self-Study Format: Adjunct Faculty

Purpose: The purpose of the self-study is to provide an opportunity for introspection and planning for the future in your performance review. If you have made goals in the past, you should review your progress. If you have goals for the future, you should state them. Please adhere to the following guidelines:

- You are expected to follow the appropriate format below. Include all of the headings of the format in your report (they are in boldface).
- Please type your report; this is a professional document and should reflect your professional standards.
- Please limit your report to no more than four pages, single-spaced.
- If you attach supporting documents, be sure they are clearly referenced in the text of your report.

Adjunct Faculty Review – Self-Study Format

I. ***Response to Recommendations of Previous Review***

List all recommendations from your previous review and the steps you have taken to remedy them.

II. ***Remedy Cycle History***

Please list changes in assignment, course development activities, or any other activities that have affected your assignment since your last review.

III. ***Efforts Taken to Stay Current***

These would include workshops attended, service in a professional organization, research undertaken, conference presentations, service on advisory or departmental committees, speaking engagements, etc.

- a. Efforts to stay current in your field
- b. Efforts to stay current in your assignment (teaching or delivery of services such as counseling, library, etc.)

IV. ***Future Directions***

- a. **Assessment:** Reflect about your strengths and weaknesses in areas such as, but not limited to, student learning outcomes, professional growth, program development, research and scholarship, teaching effectiveness, or discipline currency. What information (qualitative or quantitative data) helped you in this assessment?
- b. **Goals:** Comment on your future goals to address the identified strengths and weaknesses.

- c. Resources: Please identify specific departmental, college or district resources needed to help you reach your goals.

V. ***Other***

You may include anything here you feel is pertinent but did not address in any of the other articles.

VI. ***Attachments***

Please attach copies of your course syllabi for the courses you are teaching during the semester of your review. You may also attach any supporting documents you wish; for example, departmental objectives, course manuals, classroom materials developed during this review cycle, etc. These will be returned.

Appendix G

Department Chair Compensation

1.0 Department Status

1.1 Department status shall be defined on three (3) levels according to a weighted point system as follows:

1.1.1 Level I: under 15 points

1.1.2 Level II: 15 - 19.9 points

1.1.3 Level III: 20 points or more

1.2 LRCFT and LRCCD will meet to adjust points for criteria or point totals so that there will be minimal negative redistribution in the number of Level I, II and III Department Chairs. Points shall be assigned for instructional departments based on the following criteria:

1.2.1 Number of Certificated Staff

0.5 per FTE regular/contract certificated staff

0.2 per each adjunct faculty

1.2.2 Discretionary Operating Budget

Discretionary operating dollars that Department Chair assists to administer (do not include special programs or grants):

1.0 \$0 - 2,000

1.5 \$2,000 - 10,000

2.0 \$10,001 - 25,000

2.5 \$25,001 +

1.2.3 Equipment Inventory

Value of the equipment inventory that the department and the Department Chair work to keep usable, current, and in good repair (that is managed and maintained by the Department Chair):

1.0 \$1 - 50,000

1.5 \$50,001 - 150,000

2.0 \$150,001 - 300,000

2.5 \$300,001 +

1.2.4 Number of Class Sections per semester in the Department

1.0	1 - 40 sections
1.5	41 - 80 sections
2.0	81 - 120 sections
2.5	121 - 160 sections
3.0	161 + sections

1.2.5 Subject Areas

1.0	Per subject area where the Department Chair assists in the coordination of the instructional offerings [maximum of three (3)].
-----	--

1.2.6 Geographic Relationships

Separate sites of class offerings, exceeding three (3) classes in a semester at a single site, at which the Department Chair has contact by site visitation and/or responsibility for staffing and evaluation.

1.0	1 to 3 geographic locations
1.5	4 to 5 separate geographic locations

1.2.7 Complexity

The complexity of tasks differs among departments, and it is the intention of this article to provide a way to recognize and give a value to this varying complexity. Thus, the assignment of point values below is based on the variable presence of the following representative tasks in the normal operating culture of the department.

0.5 to 11.0 points total, with no more than three (3) points possible in each Task Area

Task Areas:

1. Articulation councils/committees, accreditation or licensure coordination, and advisory committee coordination:

0.5 Each (maximum 3.0 points)

2. Adjunct faculty performance review team oversight:

1.0	1 to 5 Performance Review Teams
2.0	6 to 10 Performance Review Teams
3.0	11 or more Performance Review Teams

3. Initiate and coordinate the completion of program review(s) in a timely manner:

1.0	Per scheduled program review
-----	------------------------------

4. Grant oversight and new program development:

1.0 Per grant or new program under development
(maximum 2.0 points)

5. Career and Technology activities as they relate to outside agencies (i.e., licensing), industry partners, graduate job placement, lab material ordering, facility maintenance, solicitation of industry donations, VTEA updates, recruiting, program accreditation / certification, record keeping and reporting, etc.

2.0 (maximum 2.0 points)

1.3 Points shall be assigned for counseling and student services departments based on the following annual criteria:

1.3.1 Number of Certificated Staff

0.5 per FTE regular/contract certificated staff
0.2 per each adjunct faculty

1.3.2 Discretionary Operating Budget

Discretionary operating dollars that Department Chair assists to administer (do not include special programs or grants):

1.0 \$0 - 2,000
1.5 \$2001 - 10,000
2.0 \$10,001 - 25,000
2.5 \$25,000 +

1.3.3 Equipment Inventory

Value of the equipment inventory which the department and the Department Chair work to keep usable, current, and in good repair (that is managed and maintained by the Department Chair):

1.0 \$1 - 50,000
1.5 \$50,001 - 150,000
2.0 \$150,001 - 300,000
2.5 \$300,001 +

1.3.4 Full-time Equivalent Students (FTES) Based on the Annual Attendance Report

0.5 2,500 - 6,000 FTES
1.0 6,001 - 10,000 FTES
1.5 10,001 - 15,000 FTES
2.0 15,001 - 20,000 FTES
3.0 20,001 + FTES

1.3.5 Subject Areas

- 1.0 Per subject area in departments where the Department Chair assists in the coordination of the instructional offerings.

1.3.6 Geographic Relationships

Separate sites for student appointments where the Department Chair has contact by site visitation, and/or responsibility for staffing, coordination and evaluation.

- 1.0 1 to 3 geographic locations
1.5 4 to 5 separate geographic locations

1.3.7 Complexity

The complexity of tasks differs among departments, and it is the intention of this article to provide a way to recognize and give a value to this varying complexity. Thus, the assignment of point values below is based on the variable presence of the following representative tasks in the normal operating culture of the department

0.5 to 9.0 points total, with no more than three (3) points possible in each task area.

Task Areas

1. Articulation councils/committees and advisory committee coordination:

0.5 Each (maximum 3.0 points)

2. Adjunct faculty performance review team oversight:

1.0 1 to 5 Performance Review Teams
2.0 6 to 10 Performance Review Teams
3.0 11 or more Performance Review Teams.

3. Initiate and coordinate the completion of program review(s) in a timely manner:

1.0 Per scheduled program review

4. Grant oversight and new program development:

1.0 Per grant or program new under development
(maximum 2.0 points)

Glossary

Board	Los Rios Community College District Board of Trustees
COBRA	COBRA is a federally mandated program providing certain former employees, spouses, former spouses and dependent children the right to temporary continuation of health coverage at group rates plus a small administrative fee. COBRA benefits at Los Rios also extend to domestic partners and children of domestic partners. This coverage, however, is only available when coverage is lost due to certain specific events. COBRA can extend health benefits for up to 18, 29 or 36 months, depending on the specific circumstances.
COLA	Cost of living adjustment
FSA	Faculty service areas
FTE	FTE means “full-time equivalent” and refers to the workload of a full-time faculty member. 1.0 FTE is the workload of one (1) full-time faculty member (see Article 4: Workload).
FTES	FTES means “full-time equivalent-student” and refers to the course load of a full-time student.
FTF	Full-time faculty
PFE	Partnership for Excellence
Preference	Preference, as in “workload preference,” refers to the assignments of part-time, temporary unit members and the overload assignments of full-time unit members. All faculty indicating the desire for such an assignment (by the timely filing of an availability form) will be offered courses to teach in descending order of preference (see Article 4.8). Preference is limited by course overload maximums and by established load.
TCS	The "Tentative Class Schedule" is an offer of employment form specifying the class(es), the faculty assignment, hours, workdays, location and FTE.
Unit Member	A unit member is a member of the bargaining unit and is covered by the provisions of this contract. All regular and adjunct faculty become unit members the first day of employment.
WSCH	WSCH means “weekly student contact hour” and is a measure of faculty workload. WSCHs are determined by class size, number of class meetings, number of hours per class meeting, and number of instructors (see Article 4: Workload).

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