

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

January 1, 2021 – June 30, 2023

**2020-2023 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 Appendix A.

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

The Department Chair Stipend Schedule appears in Appendix A. An explanation of the pay structure can be found in Appendices A and G. The level of stipend is dependent upon the criteria listed in Appendix G.

2.2.4.1 Department Chairs are elected by the department and recommended to the College President for approval. The position of Department Chair is an auxiliary position assumed at the employee's discretion and is not a mandatory assignment.

2.2.4.2 The Area Dean shall meet with each Department Chair individually at least annually to review the Department Chair's responsibilities and performance expectations for the upcoming academic year. If possible, this meeting should take place each spring, after the department chair elections and before finals. If this is not possible, the meeting must occur no later than the end of the third week of the fall semester. If additional requests, from or through the department faculty or

Area Dean, 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.

2.2.4.3 Responsibilities and Duties

The primary role of a Department Chair is that of a liaison between the department members and the Area Dean. Directly responsible to the Dean of an area / division, the Department Chair advises and assists in performing department-related duties. The Department Chair gains consensus and facilitates communication, coordination, and cooperation among faculty within the department. The Department Chair effectively communicates faculty issues and concerns to the Area Dean. The Department Chair also serves as a liaison between the department members and the college administration and represents the department to the college community.

The Department Chair engages in multiple tasks that are normally beyond the responsibilities of a regular faculty member. The typical duties of a Department Chair may include, but are not limited to:

2.2.4.3.1 Assisting in recommending to the Academic Senate President faculty appointments to hiring and peer review committees;

2.2.4.3.2 Assisting in the recruitment, hiring process, mentoring and evaluation of faculty;

2.2.4.3.3 Assisting in the recruitment and hiring process of substitutes;

2.2.4.3.4 Advising and assisting in the preparation of departmental proposals or requests relating to:

2.2.4.3.4.1 Curriculum;

2.2.4.3.4.2 Department scheduling and staffing;

2.2.4.3.4.3 Department budgeting;

2.2.4.3.4.4 Facilities planning and utilization;

2.2.4.3.4.5 Ordering instructional materials for the department, such as textbooks, films, and other items that augment the instructional program (not to be interpreted as overriding the academic freedom of individual faculty members)

to order instructional materials for their own classrooms);

- 2.2.4.3.5 Initiating and coordinating program review and departmental planning in a timely manner;
- 2.2.4.3.6 Calling regular meetings of the department members and serving as presiding officer at department meetings.
 - 2.2.4.3.6.1 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.
 - 2.2.4.3.6.2 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.
- 2.2.4.3.7 Deriving department consensus and communicating resulting recommendations with specified timelines to the administration.
 - 2.2.4.3.7.1 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 2.2.4.2).
 - 2.2.4.3.7.2 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.
- 2.2.4.3.8 Representing the department as needed in coordination with college committees, college advisory committees, articulation councils/committees, and other educational institutions and governmental agencies and for other duties as agreed.

2.2.4.4 The department members will be provided an opportunity to offer the Department Chair input through the annual submission of the Department Chair Feedback Form. The Area Dean will modify the Feedback Form so that only those identified responsibilities are selected for department faculty input. The input will be gathered only for those responsibilities and performance expectations identified in the meeting between the Department Chair and Area Dean. 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.

2.2.4.5 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 Elections/Recall/Vacancies

2.2.4.6.1 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.

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

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

2.2.4.6.1.3 There are no term limitations for incumbent Department Chairs.

2.2.4.6.1.4 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.

2.2.4.6.1.4.1 If no department faculty meet the requirements in section 2.2.4.6.1.4, first and second year tenure track faculty shall be eligible as a qualified candidate for the position.

2.2.4.6.1.5 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. Area Deans of single full-time faculty departments whose full-time faculty member volunteers for the position, shall recommend that faculty member to the College President consistent with 2.2.4.6.1.6.

2.2.4.6.1.6 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.

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

2.2.4.6.2.1 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.

2.2.4.6.2.2 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.

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

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

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

2.2.4.6.6 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. The LRCFT and District have agreed to fund selected Participatory Governance and College Service activities for adjunct faculty.

2.3.1 Regular faculty who are off-contract and are not otherwise released from a summer assignment who serve on hire committees during the summer may count this time worked as college service or be compensated for scheduled hire committee meetings and interviews. Compensation shall be from the B2/B3 salary schedule class 1 step 1.

2.4 **Employee Categories**

2.4.1 Regular Faculty Member

A person who is employed in a regular position for more than sixty-seven percent (67%) 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-seven percent (67%) 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-seven percent (67%) 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-seven percent (67%) 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-seven percent (67%) 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 2.4.1 and 2.4.2.

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 contract year (164-days) over ten (10) pay periods for regular classroom faculty and librarians. However, faculty members working over a ten-month period (academic year) may elect to receive salary payments over a twelve-month period. If this election is made, all voluntary deductions, including credit union deductions, will be scheduled over the ten-month pay period.

The District shall schedule payments for services rendered in a fiscal contract year (174-days) over twelve (12) pay periods for regular Counselors, Coordinators and College Nurses.

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 2.6.1 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-seven percent (67%) 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 8. 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 three (3) years of credit toward initial salary placement.

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. Regular faculty who resign or retire from the District and are subsequently employed as adjunct faculty shall be initially placed on the Salary Schedule B-1, B-2, or B-3 step earned per 2.7.2 at the time of resignation/retirement.
- 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 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 California Code of Regulations Title 5 Section 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 California Code of Regulations Title 5 section 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 California Code of Regulations Title 5 section 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-two (42) 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, subject to Education Code 87731, 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 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, see glossary).
- 3.2.5 The District will continue health insurance benefits for the faculty member and those family members covered by the faculty member's District-provided plan for three months in the event the employee is forced to leave the United States as per 9.4.1.1.

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 plan(s). Adjunct faculty are not eligible for Health Savings Account contributions.
- 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, 2017, and not continuing coverage through COBRA, would not be eligible to re-enroll until September 1, 2018.

Employees who are continually employed by Los Rios but lose eligibility for health coverage due to lack of sections to receive the required minimum load may re-enroll in the active employees health coverage as soon as they are assigned sufficient load to regain eligibility without having to wait eighteen months. If the employee does not re-elect health coverage when he/she regains eligibility, the eighteen month waiting period will remain in effect.

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 Appendix A 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 Article 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 *Retirement from the District*

3.6.1.1 To be eligible to retire, an employee must have the equivalent of five years of full time service with Los Rios, be vested in either CalSTRS or CalPERS, and (a) be at least age fifty-five (55), or (b) between the ages of fifty (50) and fifty-five (55) and receiving disability income under the District's Disability Income Protection Plan immediately prior to retirement. Retirement from the District requires that the employee submit a request for retirement to Human Resources and receive Chancellor or designee approval for that request (approval is not required for Adjunct faculty).

3.6.2 *District Contribution for Post-Employment (Retiree) Medical Costs*

3.6.2.1 Eligibility: The District shall make monthly contributions for full-time regular members of the bargaining unit as defined in Article 2.4, who retire from the District as defined in 3.6.1 are collecting retirement benefits from either CalSTRS or CalPERS, and who, at the time of retirement, meet any of the following conditions.

3.6.2.1.1 have ten (10) full-time prior years of service with the District and were employed on or before June 30, 1990; or

- 3.6.2.1.2 were hired after June 30, 1990 and have fifteen (15) full-time prior years of service with the District; or
- 3.6.2.1.3 retire between the ages of fifty (50) and fifty-five (55), and are receiving disability income under the District's Disability Income Protection Plan just prior to retirement and the qualifying years of service (10 or 15 years as required under 3.6.2.1.1 or 3.6.2.1.2) have been met.

3.6.2.2 Amount and Processing of Contribution

Contributions shall be established by the Board of Trustees and shall be provided for the premium cost of medical insurance for the retiree only. 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 maximum monthly contribution is the lesser of the amount determined by the Board or the total combined health care and Medicare premiums for the individual retiree.

- 3.6.2.2.1 The monthly District contribution for health care benefits for the retiree shall be processed electronically utilizing the retiree's selected financial institution.
- 3.6.2.2.2 If the retiree enrolls in a medical plan outside of the Los Rios plans, the retiree is eligible for monthly reimbursement of premiums up to the District contribution. If the retiree enrolls in a Los Rios medical plan, the premium owed will be reduced by the District contribution. Documentation for retirees with coverage outside the District's plans must be submitted annually verifying that the retiree is covered by health insurance and the monthly cost for the retiree's insurance.
- 3.6.2.2.3 If the premium is greater than the District contribution, a monthly withdrawal will be made from the retiree's bank account for the difference. Two or more failed transactions due to lack of funds will result in termination of coverage and the loss of the ability to be covered under a Los Rios plan, except as provided in 3.6.4.
- 3.6.2.2.4 If the monthly contribution is stopped due to lack of proof/evidence of premium cost, a closed bank

account, etc., the contribution will be restarted prospectively, only.

- 3.6.2.2.5 If the premium owed is less than the District contribution, the retiree will be eligible for reimbursement of other medical premiums such as Medicare Part B or D, provided proof/evidence of premium cost is received.

3.6.3 Eligibility to Participate in Retiree Medical Plans

3.6.3.1 Retirees who are eligible for the District Contribution as specified in 3.6.2 are eligible to participate in the District's retiree medical plans.

3.6.3.2 Retirees who are not eligible for the District Contribution as specified in 3.6.2 may enroll in a retiree medical plan upon retirement provided the following conditions are met:

3.6.3.2.1 Adjunct Faculty who retire from the District and who were participating in a Los Rios medical plan the last five years prior to retirement.

3.6.3.2.2 Regular faculty who have the equivalent of ten (10) years of full-time service.

3.6.3.3 Dependents of retirees are eligible to participate in the District's plan, as long as the retiree is also a participant, and may enroll at the same time as the retiree or during any open enrollment period. Enrolled dependents may continue to participate in a District plan following the retiree's death, but may not re-enter the plan if they dis-enroll after the retiree's death.

3.6.3.4 *Selection of District Medical Plan*

3.6.3.4.1 Retirees may enroll or change plans at the time of retirement if allowed by the medical carriers and must participate continuously in the retiree group plan in order to remain on a District retiree medical plan, except as provided in Articles 3.6.6.1, 3.6.6.2 and 3.6.6.3. In addition, the retiree will be provided the opportunity to change to a different District health plan during each annual open enrollment period.

3.6.4 *Non-District Plan*

3.6.4.1 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 retiree is eligible for the District contribution and incurs an-out-of-pocket for

premium expense. Annual verification of premium cost is required. If verification is not received when requested, the District contribution will be stopped until verification is received and will be reinstated prospectively only. Except as provided in Articles 3.6.4.1, 3.6.4.2 and 3.6.4.3, 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 and offered by Los Rios.

3.6.4.1.1 Retirees eligible to participate in a District Retiree Medical plan who retire before the age of sixty-five (65) may choose a health plan other than a District health plan either at the time of retirement or during retirement, prior to age 65, without forfeiting their ability to enroll in a District health plan upon turning sixty-five (65).

3.6.4.1.2 If such enrollment paperwork is not received in Employee Benefits within the 7-month window of turning sixty-five (65), the retiree will not be able to enroll at a later date. The 7-month window coincides with the Medicare enrollment window and includes the three months prior to turning sixty-five (65), the month of turning sixty-five (65), and the three months after turning sixty-five (65). The retiree must be enrolled in Medicare Parts A and B. Enrollment in the Los Rios plan must coincide with enrollment in Medicare.

3.6.4.1.3 To enroll in a District health plan, retirees who were not enrolled in a District plan must provide evidence of continued coverage from the date of retirement, or cancellation of the Los Rios coverage, whichever is later, to the date of enrollment in Medicare and a Los Rios plan. The retiree must provide evidence of enrollment in Medicare Parts A and B. It is the retiree's responsibility to monitor this and contact the Los Rios Employee Benefits Department and submit required paperwork within the timeline allowed.

3.6.4.2 Article 3.6.6 applies to retirees who become Medicare eligible for a health-related, or any other, reason prior to turning age sixty-five (65). The same requirements apply as stated in Article 3.6.4.1.2, but the 7-month window is based upon the date they become Medicare Eligible.

- 3.6.5 Dental
The District may offer a group dental insurance plan to retirees. The District contribution cannot be used toward dental premiums.
- 3.6.6 A feasibility study group shall be convened by the parties for the purpose of making a recommendation regarding provision of a post-employment health care benefit for adjunct faculty and for the spouses of retired faculty. The work of the committee and its recommendations should be concluded before March 31, 2023. The committee's charge is to explore options that do not result in any on-going cost increase nor unfunded liability. The LRCCD and LRCFT will meet for continuing negotiation of this issue once the committee work is concluded.

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. The pre-retirement program agreement must begin in the fall semester and be for complete school years, up to a maximum of five years.
- 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.
- 3.9.3 Regular faculty and preferenced adjunct faculty shall receive two-year LRCCD parking passes.

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 obligation by all full-time faculty to the institution. Participation, to be determined by the faculty member. College Service may include, but not be limited to the following activities: efforts to close the opportunity gaps for students, faculty and staff and other anti-racism and equity related work, advisory committees, college planning processes, professional growth activities such as online and on-

ground instructional skills workshops, developing and assessing student learning outcomes, accreditation work, college sponsored student success initiatives, college outreach activities, division and department meetings, program planning, search and selection committees, evaluation teams, sponsoring and supporting student activities, college and district governance, state-wide faculty organization meetings, conferences and workshops, State Chancellor Office task force assignments, and activities of the LRCFT that are reasonably related to college service.

4.1.3.1 College Service activities shall be checked off or listed by the faculty member on the College Service Activities & Compliance Training form and turned in to the dean or appropriate administrator by the end of each semester. The College Service Activities & Compliance Training form may not be used as the sole source of evidence for either a less than satisfactory performance review or an out-of-cycle review.

4.1.3.2 Effective July 1, 2023, the above changes will be incorporated as part of the 2023-2026 collective bargaining agreement, unless either party indicates, in writing, its desire to modify or eliminate the statement.

4.1.4 Compliance Training

Faculty are required to complete and maintain currency in the following trainings: Sexual Harassment Prevention Training and Mandated Reporter Training. These trainings do not constitute college service. Any additions or deletions to this list of compliance trainings must be mutually agreed to by LRCCD and LRCFT.

The College Service and Compliance Training form now includes a compliance component. The hours spent on these trainings are deducted from existing college service obligations.

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 significantly 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 oversized classes.

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

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

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

| Minimum # Of Students | Maximum # Of Students | Load Factor |
|--------------------------|--------------------------|----------------|
| 55 | 64 | 1.25 |
| 65 | 74 | 1.5 |
| 75 | 84 | 1.75 |

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 oversized 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.

- 4.4.1.1 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.
- 4.4.4 Faculty choosing to accept an assignment in distance education modes of instruction shall demonstrate preparation to teach in these modes by meeting a minimum eligibility requirement. The District shall provide a standard distance education professional development training opportunity for faculty to meet this requirement. Completion of the training can be applied towards tenured and tenure-track faculty Flex, College Service obligations, or one unit of class advancement. Adjunct faculty can choose to be compensated for completion of the training through either a non-load attributable stipend, for fifteen (15) hours of training at the Class II, Step 1 placement on Schedule B2, or one (1) unit of class advancement, or to meet Flex obligation. Faculty participating in this training, or those who have taught an online course for any of the four Los Rios colleges are eligible to teach online across the District. Faculty may teach an online course in the same semester/term in which they participate in the professional development training but must complete the training within the first 50% of the course schedule.

All faculty are eligible to participate in the training program, regardless of prior experience teaching online, given available space/funding. Priority for participation will be given in the following order: 1) Faculty with an online assignment who do not meet the minimum eligibility requirement; 2) faculty with an online assignment who meet the minimum eligibility requirement and want more training; 3) faculty considering a future online assignment.

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.

Faculty members who are unable to attend a regularly scheduled office hour due to an illness or approved leave may reschedule such office hour, up to a maximum of four (4) office hours per semester. Faculty shall notify the appropriate administrator of the cancelled/rescheduled office hour(s) as soon as reasonably possible. Faculty shall notify students of the cancelled/rescheduled office hour(s) as soon as reasonably possible by posting notice on the faculty office door and other communication methods which may include email, the learning management system, class announcements, or other means. Office hours shall be rescheduled within ten (10) instructional days.

Office hours will be cancelled without loss of pay and not rescheduled when, on the infrequent occasion, the faculty member is directed by the appropriate administrator to participate in a meeting or other activity which conflicts with the scheduled office hour. Faculty shall notify students of the cancelled office hour as soon as reasonably possible via posting on the faculty office door and other communication methods which may include email, the learning management system, class announcements, or other means.

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, time and day, 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).

- 4.7.2.2.2 Faculty members not teaching distance education courses may choose to hold up to two (2) online office hours off campus.

Online office hour format, email address, time and day, 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, group counseling sessions (on and off campus) and/or drop-ins within a regular workweek or other assigned duties; responding to student emails and/or student phone calls which are directly related to student contact time, not to interfere with drop-ins or scheduled appointments.

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.

College Service

Counselors shall perform college service as defined in article 4.1.3. College service should average five (5) hours per regular work week, or one hour per work day. College service is reduced to not less than one hour per week during peak time occurring during the regular semester. College service is not

performed during peak time occurring outside the regular semester. When college service is not performed as described above, it is replaced with student contact time.

Compliance Training

Faculty are required to complete and maintain currency in the following trainings: Sexual Harassment Prevention Training and Mandated Reporter Training. These trainings do not constitute college service. Any additions or deletions to this list of compliance trainings must be mutually agreed to by LRCCD and LRCFT.

The College Service and Compliance Training form now includes a compliance component. The hours spent on these trainings are deducted from existing college service obligations. Counselors are entitled to two (2) compliance hours per fiscal year that are scheduled at their discretion.

Effective July 1, 2023, the above changes will be incorporated as part of the 2023-2026 collective bargaining agreement, unless either party indicates, in writing, its desire to modify or eliminate the statement.

Office Time

Office time is for counseling services carried out either partially or completely outside direct student contact. Office time can also be used to maintain skills, knowledge and abilities as an effective counselor in the district, which may include but not be limited to, research and review of counseling programs and services, training, and related professional growth activities. There will be five (5) hours of Office Time per work week, or one hour per work day. Office time shall be listed on the SARS schedule. Any off-campus office time must be pre-approved by the appropriate administrator, and listed as “off campus office time”. Should a counselor fail to obtain pre-approval and identify his/her off-campus office time on the schedule, absence slips shall be provided for the missing time.

A description of adjunct office time is defined in section 4.10.5.

4.8.3.2

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.

4.8.3.2.1 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.

4.8.3.2.2 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, which includes an average of five (5) hours per week of college service as defined in section 4.1.3.

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.

4.8.4.4 Compliance Training

Faculty are required to complete and maintain currency in the following trainings: Sexual Harassment Prevention Training and Mandated Reporter Training. These trainings do not constitute college service. Any additions or deletions to this list of compliance trainings must be mutually agreed to by LRCCD and LRCFT.

The College Service and Compliance Training form now includes a compliance component. The hours spent on these trainings are deducted from existing college service obligations.

Effective July 1, 2023, the above changes will be incorporated as part of the 2023-2026 collective bargaining agreement, unless either party indicates, in writing, its desire to modify or eliminate the statement.

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 census report (third 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.

Counseling FTEF funded from sources such as categorical programs or through a separate, distinct allocation of general purpose funds are not counted toward the authorized counseling level.

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**

- 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 A Faculty Availability/Preference Form will be available to adjunct faculty members so they may indicate their interest in an assignment for a subsequent semester. The form will be available in the Area Dean’s office, on the college website, and on the Los Rios Human Resources’ Forms webpage. The deadline for submission of the form will be provided by the Area Dean and on each college’s website. The form must be submitted to the appropriate Area Dean at each college where the adjunct faculty member wishes to receive an assignment. Those adjunct faculty members who submit the form to the appropriate Area Dean 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 (1) by District mail, (2) by U.S. Mail using the address provided on the Faculty Availability / Preference Form, or (3) by email using the faculty member’s Los Rios email address.

- 4.10.4 The Tentative Class Schedule form in use will not be changed without LRCFT approval.

4.10.5 Adjunct Counselor Office Time

Adjunct counselors scheduled for four (4) hours in a day shall have thirty (30) minutes for office 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 office time. Office time is not to be reduced during peak time. Article 4.8.3.1 provides definition of Counselor Office 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. Preference for the purpose of assignments for those unit members with first level priority shall not exceed 40% of a regular full-time load per semester.

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.

- a. Adjunct faculty at the second level of preference shall have a preference load of "60%" per semester if the faculty member has been employed for at least 59.5% of a regular full-time load for five of the previous six semesters. The adjunct faculty member's actual "60%" semester load offering must be at least 59.5%.
 - i. The 60% preference load eligibility was implemented beginning the Spring 2019 semester. Eligibility determination may include semester teaching loads that occurred at preference level three.
 - ii. If the most recent evaluation is overall less than satisfactory, the individual is ineligible for 60% load preference, but maintains eligibility for level two preference of 40% (section 4.10.8.1 remains applicable).

The 60% preference load eligibility identified in *Second* (a), (a)(i), and (a)(ii) is a pilot program. These changes will be reviewed annually by the LRCFT and LRCCD Steering committee. This pilot program will expire on June 30, 2023 unless the parties agree to continue and/or modify this pilot program for any future contracts.

- b. For all other adjunct faculty at preference level two, load preference shall be set at the average FTE of the two (2) highest of the previous three (3) semesters worked. For these individuals, preference for the purpose of assignments shall not exceed 40% of a regular full-time load per semester.

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.

Third level preference priority shall be set at the average FTE of the two (2) highest of the previous three (3) semesters worked. Preference for the purpose of assignments for any individual in the third level priority shall not exceed 40% of a regular full-time load per semester.

Non-preferenced

All other district faculty who meet minimum qualifications and all other qualified applicants with a completed District application in an adjunct pool.

Full-time faculty members teaching overloads in subjects outside their regular assignment may earn preference in the same manner as adjunct faculty.

- 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. A Faculty Availability / Preference Form must be submitted to the appropriate Area Dean at the college with the opening before the deadline provided by the Area Dean and posted on the college website. Forms will also be available on the Los Rios Human Resources' Forms webpage.
 - 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. Preference will be used for purposes of staffing during the summer term; however, the summer term is not counted as a semester for purposes of obtaining a preference priority as described in 4.10.6. Load preference shall not exceed 40% for summer assignment for any individual, including all level two preference adjuncts.

4.10.6.2.1 No adjunct faculty member without preference shall receive a load before each individual adjunct faculty member in preference levels 2 and 3 has received an assignment according to 4.10.6.2 above.

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 another faculty member for the purpose of making a full load for a full-time faculty member, such adjustments will be made in the order below, when possible. When not possible, upon request of the adjunct faculty member, a written explanation will be provided to the adjunct faculty member.

1. The full-time faculty member's current overload will be moved to load.

2. Non-preferenced adjunct faculty.

3. Adjunct faculty will lower level of preference.

4. Adjunct Faculty with higher level of preference.

5. Other full-time faculty with overload.

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 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.

4.10.6.4.3 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).

4.10.6.4.4 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.

4.10.6.5 Employment as a long-term temporary faculty member (LTT) shall be included when calculating a faculty member's semesters of employment for purposes of determining preference level consistent with Section 4.10.6. Semester(s) of long-term temporary service shall be counted for purposes of determining preference level at the college and in the discipline where the service was rendered.

4.10.6.5.1 Employment as a long-term temporary faculty member shall not be included for purposes of calculating averaged preference load pursuant to Section 4.10.6. When calculating FTE load at any preference level consistent with Section 4.10.6, the faculty member's most recent and relevant semesters of adjunct load will be considered and averaged as appropriate. Semesters of long-term temporary service will not be considered for purposes of calculating averaged preference load.

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 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 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 Faculty 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 87885 (AB 301, Chapter 933, Statutes of 1977) and other terms as further defined in this article. This program provides for incremental hourly usage over the course of the assignment with the addition of one extra hour (as a result of the compressed calendar). This program provides a maximum of eighteen hours/semester of compensated office hour time. Office hours will be typically scheduled on days that classes meet and evenly distributed across the semester each week that the class is scheduled, unless approved by the Area Dean. All assignments will be combined for one stipend.

- 4.10.11.1 Adjunct faculty maintaining a minimum of 0.2 FTE up to .399 FTE assignment will be provided compensation for a semester total of nine (9) hours or eighteen (18) hours, at the option of the adjunct faculty member.
- 4.10.11.2 Adjunct faculty maintaining a minimum of 0.4 FTE assignment will be provided compensation for a semester total of nine (9), eighteen (18), twenty-seven (27), or thirty-six (36) hours, at the option of the adjunct faculty member.

- 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 .670 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 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 equity 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.)

5.8 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, encourage reflection, 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; to encourage regular and substantive faculty student interaction; 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 with diverse and/or special needs and/or different learning styles.
- 8.4.1.4 Provides clear course information, assignments and directives to students, including an introduction to the class.
- 8.4.1.5 Interacts with students and colleagues across employee groups with dignity and respect.
- 8.4.1.6 Promotes an inclusive 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 by the end of the second week of the term for 16-week classes and end of first week for 8-week classes.
- 8.4.1.8 Provides students with timely grading on assignments/assessments. Informs students of grades/academic status on a regular basis.
- 8.4.1.9 Maintains required office hours (may not be applicable to adjunct faculty); makes oneself available to students; meets classes as assigned.
- 8.4.1.10 Meets obligations on time; e.g., grades, requisitions, schedules, textbook orders, rosters, syllabi.
- 8.4.1.11 Maintains current knowledge of field in performance of assignment.
- 8.4.1.12 Demonstrates evidence of preparation in area of assignment.
- 8.4.1.13 Demonstrates evidence of participation in professional growth and development activities.

- 8.4.1.14 Demonstrates evidence of participation in college service activities as defined in Section 4.1.3 (not required for adjunct faculty).
- 8.4.1.15 Works cooperatively and effectively with others.
- 8.4.1.16 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 diverse and/or special needs and/or different learning styles.
- 8.4.2.3 Provides clear information and directives to students.
- 8.4.2.4 Interacts with students and colleagues across employee groups with dignity and respect.
- 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 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 schedules, event or travel requisitions, etc.).
- 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 Promotes an inclusive 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 diverse and/or 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 Interacts with students and colleagues across employee groups with dignity and respect.
- 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 Promotes an inclusive classroom or 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 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/clientele with diverse and/or 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 Promotes an inclusive 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 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 Promotes an inclusive 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 oneself available to students, staff, clientele, and appropriate administrators.
- 8.4.5.5 Meets obligations on time; e.g., requisitions, schedules, reports, syllabi, grades, textbook orders, rosters, and student/clientele 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 diverse and/or special needs and/or different learning styles.
- 8.4.5.13 Provides clear course information, assignments and directives to students, including an introduction to the class.
- 8.4.5.14 Demonstrates evidence of careful preparation in area of assignment.
- 8.4.5.15 Provides students with timely grading on assignments/assessments. Informs students of grades/academic status on a regular basis.
- 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 by the end of the second week of the term for 16-week classes and end of the first week of the term for 8-week classes.
- 8.4.5.17 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.
- 8.4.5.18 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:

- 8.4.5.19 Effectively interprets and applies relevant regulations and laws governing program or service.
- 8.4.5.20 Works effectively with outside agencies, intern providers or business and industry partners.
- 8.4.5.21 Works effectively with faculty and administrators in creating partnerships and completing projects.

- 8.4.5.22 Effectively coordinates and/or communicates with a community advisory board.
- 8.4.5.23 Coordinates and/or supervises community internship placements.
- 8.4.5.24 Functions effectively as a liaison and/or resource to the larger community.

When coordinator does research, scheduling or planning:

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

Other selectable standards and criteria:

- 8.4.5.30 Demonstrates flexibility in providing coverage to meet the needs of the department or program.
- 8.4.5.31 Adheres to appropriate professional standards, as applicable.
- 8.4.5.32 Effectively schedules, assigns and/or monitors student help.
- 8.4.5.33 Effectively updates, revises and/or creates programs and/or services.
- 8.4.5.34 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 students/clientele with diverse and/or special needs and/or different learning styles.
- 8.4.6.4 Interacts with students and colleagues across employee groups with dignity and respect.
- 8.4.6.5 Promotes an inclusive 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 by the end of the second week of the term for 16-week classes and end of first week of the term for 8-week classes.
- 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 Maintains required office hours; is available to students/clientele; meets classes as assigned.
- 8.4.6.10 Meets obligations on time; e.g., grades, requisitions, schedules, textbook orders, rosters, syllabi.
- 8.4.6.11 Maintains current knowledge of the field, including District, COA and sports association compliance and certification, and safety standards.
- 8.4.6.12 Demonstrates evidence of preparation and active participation in area of assignment.
- 8.4.6.13 Demonstrates evidence of participation in professional growth and development activities.
- 8.4.6.14 Demonstrates evidence of participation in college service activities as defined in Section 4.1.3 (not required of adjunct faculty).
- 8.4.6.15 Works cooperatively and effectively with others, including working with athletic counselors and other faculty to assist students in achieving their educational goals.
- 8.4.6.16 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 and Equity Reflection | 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. *Equity Reflection*

Each faculty member will prepare an Equity Reflection using the approved format as described in Appendix E1. This reflection is intended to foster a conversation and to facilitate discussion among colleagues that reflects on how faculty can individually and collectively work to improve student outcomes for historically under-represented groups and disproportionately impacted populations. The reflection should be used to help advance individual professional development and institutional dialogue on change.

The reflection document must not be used as evidence to support a less than satisfactory rating; however, nothing in the reflection process shall limit a performance review team's ability to address a faculty member's less than satisfactory performance issues utilizing evidence or information consistent with Section 8.15.1.2.

8.6.2.d.1 Effective July 1, 2023, this equity reflection will be incorporated as part of the 2023-2026 collective bargaining agreement, unless either party indicates, in writing, its desire to modify or eliminate the statement.

e. *Workstation Observation*

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.

f. *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).

g. *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.

h. *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.

i. *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.

j. *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 and Equity Reflection | 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 <i>(Unless an overall “Needs Improvement” or “Unsatisfactory” is marked)</i> | 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. *Equity Reflection*

Each faculty member will prepare an Equity Reflection using the approved format as described in Appendix E1. This reflection is intended to foster a conversation and to facilitate discussion among colleagues that reflects on how faculty can individually and collectively work to improve student outcomes for historically under-represented groups and disproportionately impacted populations. The reflection should be used to help advance individual professional development and institutional dialogue on change.

The reflection document must not be used as evidence to support a less than satisfactory rating; however, nothing in the reflection process shall limit a performance review team's ability to address a faculty member's less than satisfactory performance issues utilizing evidence or information consistent with Section 8.15.1.2.

8.7.3.1.c.1 Effective July 1, 2023, this equity reflection will be incorporated as part of the 2023-2026 collective bargaining agreement, unless either party indicates, in writing, its desire to modify or eliminate the statement.

d. *Workstation Observation*

A minimum of three (3) workstation observations will be conducted by members of the team.

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. 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).

f. *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.

g. *Post-Review Conference*

All review team members and the faculty member meet. 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.

h. *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. *Equity Reflection*

Each faculty member will prepare an Equity Reflection using the approved format as described in Appendix E1. This reflection is intended to foster a conversation and to facilitate discussion among colleagues that reflects on how faculty can individually and collectively work to

improve student outcomes for historically under-represented groups and disproportionately impacted populations. The reflection should be used to help advance individual professional development and institutional dialogue on change.

The reflection document must not be used as evidence to support a less than satisfactory rating; however, nothing in the reflection process shall limit a performance review team's ability to address a faculty member's less than satisfactory performance issues utilizing evidence or information consistent with Section 8.15.1.2.

8.7.3.2.c.1 Effective July 1, 2023, this equity reflection will be incorporated as part of the 2023-2026 collective bargaining agreement, unless either party indicates, in writing, its desire to modify or eliminate the statement.

d. *Workstation Observations*

Do not normally occur in Procedure B. Only at the request of the faculty member under review may workstation observations occur.

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 (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).

f. *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.

g. *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.

h. *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 and Equity Reflection 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 <i>(Unless an overall “Needs Improvement)” or “Unsatisfactory” is marked)</i> | 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 from the discipline or related discipline and the Area Dean. For the purposes of reviewing online courses, if the faculty member serving on the review team does not have experience teaching online, an ex-officio faculty member may be appointed at the request of the adjunct faculty member undergoing review or the peer review team. Appointment as an ex-officio member requires consensus by the Area Dean and the appointed faculty member and approval by the Academic Senate President (or designee). The ex-officio faculty member has no vote in the final evaluation decision.
- 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. *Equity Reflection*

Each faculty member will prepare an Equity Reflection using the approved format as described in Appendix F1. This reflection is intended to foster a conversation and to facilitate discussion among colleagues that reflects on how faculty can individually and collectively work to improve student outcomes for historically under-represented groups and disproportionately impacted populations. The reflection should be used to help advance individual professional development and institutional dialogue on change.

The reflection document must not be used as evidence to support a less than satisfactory rating; however, nothing in the reflection process shall limit a performance review team's ability to address a faculty member's less than satisfactory performance issues utilizing evidence or information consistent with Section 8.15.1.2.

8.8.2.1.c.1 Effective July 1, 2023, this equity reflection will be incorporated as part of the 2023-2026 collective bargaining agreement, unless either party indicates, in writing, its desire to modify or eliminate the statement.

d. *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.

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 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.

f. *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.

g. *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.

h. *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 and Procedures 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. *Equity Reflections*

Each faculty member will prepare an Equity Reflection using the approved format as described in Appendix F1. This reflection is intended to foster a conversation and to facilitate discussion among colleagues that reflects on how faculty can individually and collectively work to improve student outcomes for historically under-represented groups and disproportionately impacted populations. The reflection should be used to help advance individual professional development and institutional dialogue on change.

The reflection document must not be used as evidence to support a less than satisfactory rating; however, nothing in the reflection process shall limit a performance review team's ability to address a faculty member's less than satisfactory performance issues utilizing evidence or information consistent with Section 8.15.1.2,

8.8.2.2.c.1 Effective July 1, 2023, this equity reflection will be incorporated as part of the 2023-2026 collective bargaining agreement, unless either party indicates, in writing, its desire to modify or eliminate the statement.

d. *Workstation Observation*

Does not occur in Procedure B.

e. *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.

f. *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.

g. *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.

h. *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 §87663 *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 LRCFT 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, the “workstation observation” shall include both an opportunity for the assigned team reviewer(s) to meet with the faculty member for a joint overview of the course and separate work station observations through reviewer log-in to the course.

8.9.2.a The joint overview of the course includes time in which the assigned reviewer(s) will meet with the faculty member under review to observe the online course, including course organization and instructional design, assessment of student work, accuracy and currency of course materials, and how the faculty member maintains regular and substantive/effective faculty initiated contact with students.

8.9.2.b When making arrangements for the separate observations, the reviewer(s) will request of the faculty member under review “Reviewer” role long-in information and any particular handouts specific to the online course.

8.9.2.c The reviewer(s) and the faculty member being reviewed, shall jointly determine timing of the workstation observations, within the confines of the timelines outlined in Sections 8.6, 8.7, and 8.8. Reviewers will have access to the online course for 7 days for all classes (regular term, 8w1 and 8w2, etc.)

- 8.9.3 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.
- 8.9.4 If a tenure-track or tenured 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.
- 8.9.5 LRCFT and LRCCD will jointly develop training materials to help ensure that peer review team members are educated about distance education courses and prepared to effectively review online instruction.

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

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

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

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

8.11 **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.

8.12 **Evaluation for Counselors and Librarians Teaching Classes as Overload**

This provision only applies to the evaluation of overload teaching assignments for counselors and librarians within their primary service area.

8.12.1 Timelines and Membership

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 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, if required, so that it will be prepared by the sixth week of the semester of the review. A 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 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 academic year. Failure on the part of the team to meet its obligations will invoke the provisions of section 8.12.1.1c.

8.12.1.1 Faculty Review Team Appointments

- a. The review team shall consist of one (1) faculty member and the Area Dean.
- b. 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.
- c. 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.

8.12.2 Typically the review shall take place outside the regular review cycle.

8.12.3 One member of the peer review team must have classroom teaching experience as instructor of record.

8.12.4 Evaluation Criteria

- 8.12.4.1 Communicates subject matter clearly, correctly and effectively.
- 8.12.4.2 Adheres to the approved course outline and effectively assesses the student learning outcomes as stated in the approved course outline.
- 8.12.4.3 Adjusts methodologies for students/clientele with special needs and/or different learning styles.
- 8.12.4.4 Provides clear course information, assignments and directives to students.
- 8.12.4.5 Interacts with students and colleagues across employee groups with dignity and respect.
- 8.12.4.6 Promotes an inclusive classroom or workplace environment that is free from harassment, prejudice or bias.
- 8.12.4.7 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 by

the end of the second week of the term for 16-week classes and end of first week for 8-week classes.

- 8.12.4.8 Provides students with timely grading on assignments/assessments. Informs students of grades/academic status on a regular basis.
 - 8.12.4.9 Makes oneself available to students/clientele; meets classes as assigned.
 - 8.12.4.10 Meets obligations on time; e.g., grades, requisitions, schedules, textbook orders, rosters.
 - 8.12.4.11 Maintains current knowledge of field in performance of assignment.
 - 8.12.4.12 Demonstrates evidence of careful preparation in area of assignment.
 - 8.12.4.13 Demonstrates evidence of participation in professional growth and development activities.
 - 8.12.4.14 Works cooperatively and effectively with others.
- 8.12.5 Self-Study: A self-study shall only be required if the previous evaluation of the overload teaching assignment contained recommendations. If required, the self-study can be limited to a response to the recommendations.
- 8.12.5.1 The performance review of Counselors and Librarians teaching overload within their primary service area shall consist of two (2) tracks. Procedure A, the more rigorous procedure, shall be used for the first review and at least every other review cycle thereafter. Procedure B, the less rigorous procedure, will be used only after a “satisfactory” Procedure A performance review.
 - 8.12.5.2 Elements and Procedures of A
 - a. *Pre-Review Arrangements*

A 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 if required per 8.14.5 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.

c. *Equity Reflection*

Each faculty member will prepare an Equity Reflection using the approved format as described in Appendix F1. This reflection is intended to foster a conversation and to facilitate discussion among colleagues that reflects on how faculty can individually and collectively work to improve student outcomes for historically under-represented groups and disproportionately impacted populations. The reflection should be used to help advance individual professional development and institutional dialogue on change.

The reflection document must not be used as evidence to support a less than satisfactory rating; however, nothing in the reflection process shall limit a performance review team's ability to address a faculty member's less than satisfactory performance issues utilizing evidence or information consistent with Section 8.15.1.2.

8.12.5.2.c.1 Effective July 1, 2023, this equity reflection will be incorporated as part of the 2023-2026 collective bargaining agreement, unless either party indicates, in writing, its desire to modify or eliminate the statement.

d. *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 has the option of performing a workstation observation.

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 one (1) class and, whenever practicable, for each course preparation. 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.

f. *Review Team Conference*

The review team will meet to jointly determine the performance rating of the faculty member under review using the syllabi, self-study if required, 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.

g. *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.

h. *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.

8.12.5.3 Elements and Procedures 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. A 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 if required per 8.14.5 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.

c. *Equity Reflection*

Each faculty member will prepare an Equity Reflection using the approved format as described in Appendix F1. This reflection is intended to foster a conversation and to facilitate discussion among colleagues that reflects on how faculty can individually and collectively work to improve student outcomes for historically under-represented groups and disproportionately impacted populations. The reflection should be used to help advance individual professional development and institutional dialogue on change.

The reflection document must not be used as evidence to support a less than satisfactory rating; however, nothing in the reflection process shall limit a performance review team's ability to address a faculty member's less than satisfactory performance issues utilizing evidence or information consistent with Section 8.15.1.2

8.12.5.3.c.1 Effective July 1, 2023, this equity reflection will be incorporated as part of the 2023-2026 collective bargaining agreement, unless either party indicates, in writing, its desire to modify or eliminate the statement.

d. *Workstation Observation*

Does not occur in Procedure B.

e. *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. 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.

f. *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.

g. *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.

h. *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.

8.12.6 Payment for Workstation Observations: A faculty member who conducts workstation observations will be paid the rate agreed upon by the LRCFT and LRCCD.

8.12.7 The outcome of the evaluation process for overload teaching assignments shall not affect the counselor's or librarian's evaluation of their regular assignment.

8.13 Evaluation for adjunct counselors and adjunct librarians teaching HCD or Library classes

This provision only applies to the evaluation of HCD or Library teaching assignments for adjunct counselors and adjunct librarians.

8.13.1 Timelines and Membership

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 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, if required, so that it will be prepared by the sixth week of the semester of the review. A 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 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 academic year. Failure on the part of the team to meet its obligations will invoke the provisions of Section 8.12.1.1c.

8.13.1.1 Faculty Review Team Appointments

- a. The review team shall consist of one (1) regular faculty member, part-time tenured faculty member or adjunct faculty member with preference and the Area Dean.
- b. 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 faculty named in "a" above.

- c. 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.

8.13.2 Typically the review shall take place outside the regular review cycle.

8.13.3 One member of the peer review team must have classroom teaching experience as instructor of record.

8.13.4 *Evaluation Criteria*

- 8.13.4.1 Communicates subject matter clearly, correctly and effectively.
- 8.13.4.2 Adheres to the approved course outline and effectively assesses the student learning outcomes as stated in the approved course outline.
- 8.13.4.3 Adjusts methodologies for students/clientele with special needs and/or different learning styles.
- 8.13.4.4 Provides clear course information, assignments ~~or~~ and directives to students.
- 8.13.4.5 Interacts with students and colleagues across employee groups with dignity and respect.
- 8.13.4.6 Promotes a classroom or workplace environment that is free from harassment, prejudice or bias.
- 8.13.4.7 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 by the end of the second week of the term for 16-week classes and end of first week for 8-week classes.
- 8.13.4.8 Provides students with timely grading on assignments/assessments. Informs students of grades/academic status on a regular basis.
- 8.13.4.9 Makes oneself available to students/clientele; meets classes as assigned.
- 8.13.4.10 Meets obligations on time; e.g., grades, requisitions, schedules, textbook orders, rosters.
- 8.13.4.11 Maintains current knowledge of field in performance of assignment.

- 8.13.4.12 Demonstrates evidence of careful preparation in area of assignment.
- 8.13.4.13 Demonstrates evidence of participation in professional growth and development activities.
- 8.13.4.14 Works cooperatively and effectively with others.

8.13.5 Self-Study

A self-study for the teaching element shall only be required if the previous evaluation of the teaching assignment contained recommendations. If required, the self-study can be limited to a response to the recommendations. (Referenced above in 8.13.1).

- 8.13.5.1 The performance review of Adjunct Counselors and Librarians teaching HCD/Library Science classes 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.

8.13.5.1.1 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 if required per 8.13.5 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.

c. *Equity Reflection*

Each faculty member will prepare an Equity Reflection using the approved format as described in Appendix F1. This reflection is intended to foster a conversation and to facilitate discussion among colleagues that reflects on how we can individually and collectively work to improve student outcomes for historically under-represented groups and disproportionately impacted populations. The reflection should be used to help advance individual professional development and institutional dialogue on change.

The reflection document must not be used as evidence to support a less than satisfactory rating; however, nothing in the reflection process shall limit a performance review team's ability to address a faculty member's less than satisfactory performance issues utilizing evidence or information consistent with Section 8.15.1.2.

8.13.5.1.1.c.1 Effective July 1, 2023, this equity reflection will be incorporated as part of the 2023-2026 collective bargaining agreement, unless either party indicates, in writing, its desire to modify or eliminate the statement.

d. *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 has the option of performing a workstation observation.

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 one (1) class and,

whenever practicable, for each course preparation. 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.

f. *Review Team Conference*

The review team will meet to jointly determine the performance rating of the faculty member under review using the syllabi, self-study if required, 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.

g. *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.

h. *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.

8.13.5.1.2 Elements and Procedures 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. A 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 if required per 8.13.5 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.

c. *Equity Reflection*

Each faculty member will prepare an Equity Reflection using the approved format as described in Appendix F1. This reflection is intended to foster a conversation and to facilitate discussion among colleagues that reflects on how we can individually and collectively work to improve student outcomes for historically under-represented groups and disproportionately impacted populations. The reflection should be used to help advance individual professional development and institutional dialogue on change.

The reflection document must not be used as evidence to support a less than satisfactory rating; however, nothing in the reflection process shall limit a performance review team's ability to address a faculty member's less than satisfactory performance issues utilizing evidence or information consistent with Section 8.15.1.2

8.13.5.1.2.c.1 Effective July 1, 2023, this equity reflection will be incorporated as part of the 2023-2026 collective bargaining agreement, unless either party indicates, in writing, its desire to modify or eliminate the statement.

d. *Workstation Observation*

Does not occur in Procedure B.

e. *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. 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.

f. *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.

g. *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.

h. *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.

8.13.6 Payment for Workstation Observations: A faculty member who conducts workstation observations will be paid the rate agreed upon by the LRCFT and LRCCD.

8.13.7 The outcome of the evaluation process for teaching assignments shall not affect the adjunct counselor’s or adjunct librarian’s evaluation of their counseling or librarian assignment.

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. Documented evidence of behavior suggesting mental or physical impairment which causes significant concern regarding the ability of the faculty member to perform the normal duties assigned.
- c. Abusive treatment of students and/or employees.

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, the LRCFT College President, and the special review team will meet jointly with the faculty member to be reviewed 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.

For leaves defined under 9.3, 9.4, 9.7, 9.8, 9.9, and 9.11, appendix B may be used as a reference on the implementation of those sections.

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.

9.1.6 Parental Leave

Parental Leave means leave for reason of the birth of a child of the employee, or the placement of a child with an employee in connection with the adoption or foster care of the child by the employee (Ed. Code §87780.1(f)).

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 from a physician supporting the employee's need for absence. Documentation shall be required for any absence in excess of ten (10) days. A physician is any person licensed as a physician or designee, nurse practitioner, surgeon, physician's assistant or psychiatrist by the Medical Board of California or by the California Board of Dental Examiners to practice medicine and to prescribe controlled medications. Also covered is treatment by a chiropractor as specified in the Labor Code.

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, and who is hired by Los Rios within one (1) year of employment with the former district shall have accumulated sick leave transferred to this District (Education Code §87782). Such transfer for regular faculty shall normally happen within one year of accepting employment with the District.

9.3.7.1 The District will include notice of the adjunct faculty's right to transfer sick leave to Los Rios from another school district or community college district at the time of employment with Los Rios.

9.3.7.2 For regular employees, sick leave transferred from another district will be credited to either the regular or overload leave accrual bank dependent upon how it was earned in terms of regular or adjunct/overload service in the former district(s).

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.

9.3.8.2 The following provisions specify the use of sick leave for maternity and paternity reasons. Please refer to Sections 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 thirty (30) days of accrued sick leave to care for and or bond with his/her newborn child within the first year of birth, less any days previously used in that year for Personal Necessity (Ed. Code §87784.5). The use of this accrued sick leave is in addition to the one (1) day provided 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 thirty (30) days of accrued sick leave for the purpose of caring for the needs of a newly adopted child within the first year of

adoption, less any days previously used in that year for Personal Necessity (Ed. Code §87784.5).

9.3.8.2.4 Parental Leave – An employee who has worked for the District for 12 months may use up to 12 workweeks of sick leave for parental leave to bond with their newborn or newly adopted child. When an employee has exhausted all available sick leave and continues to be absent from his or her duties on account of parental leave, the employee shall be compensated no less than 50 percent of the employee’s regular salary for the remaining portion of the 12-workweek period on parental leave. This leave shall run concurrently with leave provided under the California Family Rights Act (Ed. Code §877801.1) and with leave provided in 9.3.8.2.2 and 9.3.8.2.3.

9.3.8.2.4.1 Parental leave means leave for reason of the birth of a child of the employee, or the placement of a child with an employee in connection with the adoption or foster care of the child by the employee (Ed. Code §87780.1 (f)).

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

9.3.8.2.6 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.

- 9.4.1.1 Upon written request, if a faculty member or their immediate family member is subject to an immigration action(s) that impacts their stay in the United States, the faculty member shall be eligible for Personal Necessity Leave in order to attend to immigration or citizenship status matters up to the annual amount included in Section 9.4.1. Immigration actions include, but are not limited to revocation or cancellation of DACA, Temporary Protected Status, or the denial or cancellation of asylum (including immigration protections afforded under the Violence Against Women Act).
- 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 travel in excess of a three hundred (300) mile radius from the District office 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 they are working in the temporary position. The employee must specify the relationship of the deceased on the absence report.

9.7.1 Pilot Program

The provision of up to five (5) working days of bereavement leave for required travel in excess of 300 miles from the district office is a pilot program for the 2020 – 2023 contract cycle. This 300 mile radius provision will be discontinued after June 30, 2023 and replaced with the out-of-state travel provision identified in section 9.7 of the 2017 – 2020 collective bargaining agreement unless the parties agree to continue and/or modify these changes.

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. In order to receive the difference in pay, the employee must submit a copy of their military pay stub to the Employee Benefits Department.

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**

Employees may be eligible for additional sick leave benefits as outlined below.

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.

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.

9.13.5 Definitions

For purposes of this section, the following terms are defined as follows:

9.13.5.1 Catastrophic Illness or Injury

Catastrophic illness or injury means an illness or injury that is expected to incapacitate an employee from work for an extended period of time, and taking extended time off work creates a financial hardship for the employee because he or she has exhausted all of his or her eligible sick leave and other paid time off and is in less than full pay status.

9.13.5.2 Eligible Employee

An eligible employee is a permanent employee of the District who is not receiving benefits under the District's Industrial Accident and Illness program and who is not eligible for or receiving benefits from the District's Disability Income Protection program. An eligible employee is further defined as an employee who due to catastrophic illness or injury is in less than full pay status.

9.13.6 Catastrophic Illness or Injury Committee

A Catastrophic Illness or Injury Committee shall oversee the Extended Paid Catastrophic Sick Leave program.

9.13.6.1 Committee Composition

The Committee shall be composed of three (3) voting members with two (2) members appointed by LRCFT, and one representative from management. The Associate Vice

Chancellor, Human Resources or designee, shall serve as the chair of the Committee. The Committee shall have access to resource staff as deemed appropriate by the Committee in discharging their responsibility.

9.13.6.2 Release Time

Committee members will be provided release time without loss of compensation and benefits, including a reasonable amount of travel time to and from the member's work location, to attend official meetings of the Committee.

9.13.6.3 Committee Charge

The Committee will be charged with oversight of the Extended Paid Catastrophic Sick Leave program, including approval or disapproval of applications for Extended Paid Catastrophic Sick Leave. The decisions of the Committee shall be final. Committee deliberations are confidential and decisions on approving or disapproving a requested leave shall be made by majority, secret vote of members present. In order to approve or disapprove a requested leave, a quorum of the Committee, defined as two (2) or more voting members, must be present to vote.

9.13.6.4 Committee Limitation

The Committee may not approve an Extended Paid Catastrophic Sick Leave that exceeds the available funding.

9.13.7 Application for Extended Paid Catastrophic Sick Leave

An eligible employee may apply for Extended Paid Catastrophic Sick Leave by submitting an application for such leave to the Associate Vice Chancellor, Human Resources. Applications for the Extended Paid Catastrophic Sick Leave will be reviewed and acted upon by the Catastrophic Illness and Injury Committee. In order for an application to be acted upon, a Release of Medical Information form must accompany the application.

9.13.7.1 Physician Statement Required

A physician's statement verifying the employee's incapacitation must accompany the application for Extended Paid Catastrophic Sick Leave.

9.13.7.2 Length of Leave

The length of an Extended Paid Catastrophic Sick Leave shall not exceed one semester (82 days), commencing from the first day that the employee is in less than full pay status.

9.13.7.3 Requirement to Exhaust All Eligible Paid Leaves

An eligible employee must have exhausted all eligible paid leaves, including accrued sick leave, and be in less than full pay status to qualify for an Extended Paid Catastrophic Sick Leave.

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.

10.1.1 Adjunct faculty members are eligible for the following unpaid leaves: Military Leave (10.13) and Leaves related to Immigration Actions (10.15).

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.
- 10.14 Full time faculty members may be granted a leave without pay because they or an immediate family member are subject to an immigration action(s) that impacts their stay in the United States. Upon their return, they will be assigned to the same college, department, and position held prior to taking the leave, except in extraordinary circumstances, including those identified in section 10.12. Immigration actions include, but are not limited to revocation or cancellation of DACA, Temporary Protected Status (TPS), or the denial or cancellation of asylum (including immigration protections afforded under the Violence Against Women Act). Full time faculty members may be granted a leave without pay for a period of up to two (2) years under this section, which may be extended for one (1) additional year upon request of the member and approval by the District. The member will retain their tenure, class, step, and years of service that were achieved before the leave without pay occurred.
- 10.15 Adjunct faculty members who are subject to immigration actions that impact their stay in the United States will remain in the hiring pool of the college and department where they were previously employed as adjunct faculty. Adjunct faculty members who are subject to an immigration action shall retain their preference, class and step placement, and years of service upon return and upon receiving an assignment from the District.

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, participate in institutional planning processes and accreditation efforts, and submit course and department-related documents, such as, but not limited to, syllabi, student grades, updated rosters, schedules, requisitions, textbook orders.
- 11.2.5 All instructional faculty shall have the following level of minimum usage of the mutually approved Learning Management System (LMS) for all classes irrespective of modality, except in instances where the use of an LMS is prohibited:
 1. Include instructor contact information
 2. Post course syllabus
 3. Publish Learning Management System course shell
 4. Require students to visit their LMS course

In the event of an emergency closure as declared by the District, faculty shall create an announcement or page that informs students of what to expect from the course during the period of remote operations.

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). Use of Type C leave to supplement maternity/paternity leave consistent with this section will be granted so long as the employee completes the District application and provides necessary information to support the leave request.

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.

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 Education Code 87610.

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

Participatory Governance (District Level)

14.1 Faculty/Management Participatory 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 Participatory Governance Defined

Participatory 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 participatory 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: Ten (10) faculty members consisting of the District Academic Senate President, one Academic Senate President from each College, the LRCFT union President, and one LRCFT College President from each College.

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.
- 14.7 The Steering Committee is composed of members of the Federation and District Leadership. The primary function of this group is to consult on matters related to the LRCFT/LRCCD Collective Bargaining Agreement.
 - 14.7.1 The Steering Committee shall be composed of the following members: For the Federation: LRCFT President, Chief Negotiator, Secretary-Treasurer, Executive Director and other members on an as-needed, temporary basis. For the District: The Deputy Chancellor, the Vice Chancellor of Finance and Administration, the Associate Vice Chancellor of Human Resources, a fourth administrator to be appointed by the District, and other positions on an as-needed, temporary basis.
 - 14.7.2 The Steering Committee will generally meet once a month to discuss issues related to the Federation and the District. The leadership of either organization can call a 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, immigrant status (except as required by law), 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 ethnic group identification, race, color, sex, gender, gender identity, gender expression, pregnancy or childbirth-related condition, sexual orientation, sexual identity, religion or religious creed, age (over forty), national origin, ancestry, physical or mental disability, medical condition, political affiliation or belief, military and veteran status, marital status, immigration status, or citizenship status. LRCFT commends the Board's commitment to equal opportunity and diversity.

Article 19

Federation Rights

19.1 LRCFT Access to District Facilities

19.1.1 LRCFT shall have the right to use the District's email system, 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) other than email communications, 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 send emails, 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 3.50 FTE annually of reassigned time for LRCFT representatives for the purpose of representation in matters involving grievance and contract administration. Prior to the start of each term, LRCFT will designate in writing to District Human Resources, the members who will be reassigned. Substitutions may be made within the academic year on ten (10) day notice by LRCFT.

19.2.1 The District shall provide an additional .50 FTE of reassigned time for the purpose of contract negotiations during the triennial period in which the contract is being renegotiated.

19.2.2 In any year, the LRCFT may request additional reassigned time above the stated levels. LRCFT will reimburse the District for additional time at the standard replacement rate.

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 The District will provide safety information and inform the Federation as soon as practicable regarding any emergency actions that may or may not require the temporary closure of District facilities. Nothing in this section shall be interpreted to limit the District's authority to take emergency action in the event of a health or safety emergency.
- 19.3.6 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.

19.3.6.1 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.

19.3.6.1.1 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.

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

19.3.6.1.3 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 Copies of This Agreement

Copies of this Agreement shall be printed at the expense of the District after it becomes effective. The Agreement shall be available in digital format on the District's Human Resources website, and up to 100 copies made available to the LRCFT upon request during the term of this agreement.

19.6 District Indemnification

19.6.1 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

Safety is a mutual concern to both employees and employer. 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.

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.

Emergency preparedness plan(s) and training shall be provided by the District. 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 or immediate instructional environment for non-classroom faculty (i.e. counselors, librarians, etc.) 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.

21.2.1.2 The sole basis for imposing disciplinary sanctions on a student is the student’s behavior.

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 and the dean or management employee directly responsible for the faculty member.
- 21.3.2 The Dean or other management employee directly responsible for the faculty member, who either has knowledge of the incident or has been informed by the faculty member, 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.
 - 21.3.4.1 Protection of a faculty member shall include a threat assessment carried out by the Los Rios Police Department (LRPD) when a direct and serious threat to the safety of the faculty member exists. A student shall not be allowed to return to the classroom until such threat assessment has been completed.

- 21.3.4.1.1 The LRPD shall be responsible for conducting and reporting the results of a threat assessment to the faculty member within three (3) instructional days. This timeline may be extended due to extenuating circumstances. Should an extension be required, the faculty member will be notified of the expected completion date and status of the student.
 - 21.3.4.1.2 Faculty may appeal the conclusion of the threat assessment to the Vice Chancellor of Finance and Administration.
 - 21.3.4.1.3 The Vice Chancellor of Finance and Administration will usually respond in writing to the appeal within six instructional days, unless exceptional circumstances exist in which case the faculty member will be notified of the status, provided regular updates, and the response will be completed in writing within thirty calendar days.
- 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, and the LRCFT to meet the District's needs. The District Safety Committee will include at least one faculty member from a career education area, and the committee must be comprised of at least one member appointed by the LRCFT. This committee may meet during off contract time in order to be responsive to safety 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.

27.1.3 Corrective Action

- 27.1.3.1 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 **Investigation Procedures**

- 27.2.1 **Misconduct Investigation Defined.** A misconduct investigation is a District-initiated investigation of a faculty member alleged to have engaged in misconduct, based on information received from a formal or informal complaint made by an identifiable author, a credible report of misconduct, manager observations, or other credible sources of information. An anonymous accusation of specific misconduct that--if true--would constitute material misconduct or present a threat to the health or safety of others may also be investigated, however an employee may not be disciplined based on any such anonymous claims unless there are sufficient corroborating details to require an investigation and the investigation establishes misconduct.

- 27.2.2 The District must adhere to this Article and the procedures outlined in District Administrative Regulation 2423 or misconduct investigations regarding unlawful discrimination complaints, including complaints of sexual harassment. Violations of these procedures may be subject to the grievance procedures as outlined in Article 13.
- 27.2.3 The Federation must be informed of any proposed changes in the procedures of Administrative Regulation 2423 and, to the extent allowed by law, such proposed changes shall be negotiated upon request.
- 27.2.4 Employees who are the subject of misconduct investigations must have the right to request representation by LRCFT in the investigation. LRCFT has the right, upon request, to represent employees in such investigations. Those employees who are involved in misconduct investigations may request to be accompanied by a representative of LRCFT to any meetings with the District relating to the investigation.
- 27.2.5 If LRCFT is representing an employee who is the subject of a misconduct investigation a complainant, or witness, the Federation must be provided all information, including documents, provided to the represented employee within five school days.
- 27.2.6 If LRCFT is representing an employee who is the subject of a misconduct investigation, the District must, provide to employees who are the subject of a misconduct investigation an opportunity to confer with the Federation prior to any investigatory interview.
- 27.2.7 Prior to the investigatory interview of the employee, if LRCFT is representing an employee who is the subject of a misconduct investigation , the District will, provide LRCFT with the following information related to the alleged misconduct, to the extent it is available to the District: (1) a description of the alleged misconduct by the employee, including the basic facts giving rise to the allegation(s) in the complaint; (2) the specific date(s), time(s), and location(s) of the alleged misconduct by the employee; and (3) a description of whether the complainant is a student, a faculty member, an administrator, or not a member of the college community. If appropriate, and at the discretion of the Associate Vice Chancellor of Human Resources, the District may also provide LRCFT with the name of the complainant(s) or individuals(s) whose concerns caused the District to initiate an investigation. The District will provide this information to LRCFT no later than five school days before any investigatory interview of the employee, and the parties will reschedule the interview as may be necessary to comply with this requirement.

In the event that new allegations arise during the scope of an investigation but before the interview of the employee, the District will provide LRCFT with information related to the new allegations consistent with the requirements of this section no later than five school days before any investigatory interview of the employee, and the parties will reschedule the interview as may be necessary to comply with this requirement.

After the completion of the investigatory interview with the employee, and upon request from LRCFT, the District must provide LRCFT with a copy of any written complaint received by the District and a detailed summary of all of the allegations of any verbal complaint received by the District, including any emails or other writings setting forth verbal complaints.

- 27.2.7.1 The information provided to LRCFT after the completion of the interview must include detailed allegations, including dates, times, and specific details of alleged incidents, to the extent that information is available to the District.
- 27.2.7.2 In the event that the district may need to spend additional time gathering information and materials, the parties will communicate with each other and mutually adjust any timelines or scheduled investigatory interviews as needed.
- 27.2.7.3 If the materials to be provided include identifiable information about a student, the District will redact the student's name, any title, and any information that would identify the student with reasonable certainty to a reasonable person in the school community lacking personal knowledge of the relevant circumstances. Typically, this would be the student's name, their role in the college, and other identifiable characteristics. In the event the District redacts this information, it will, upon request by the Federation, meet and confer about the information request, including its reasons for the redactions and any alternate methods to provide the requested information, such as non-publication agreements or providing the information to LRCFT separately from the provision of complaint and allegation materials.
- 27.2.8 Upon completion of any misconduct investigation in which LRCFT has represented the employee, the District will provide a copy of the summary investigation report to LRCFT within five school days.
- 27.2.9 Upon receipt by LRCFT of the summary investigation report, LRCFT may request additional information from the District, including but not limited to investigation documents, correspondence, witness statements, notes, and both summary and complete investigation reports.
 - 27.2.9.1 The District must use the preponderance of evidence standard for any findings from a misconduct investigation, including whether the employee engaged in any misconduct or violated any District policies or procedures. If the District intends to impose discipline, corrective action, or take any employment action regarding the employee as a result of a misconduct investigation, all such requested materials under 27.2.9, and any materials the District will use in the imposition of that discipline, must be provided to the employee and LRCFT. The District must provide all such requested materials along with

any notice of intended discipline, at least five school days prior to any disciplinary processes.

27.2.9.2 If the District does not conclude the employee engaged in any misconduct or violated any District policies or procedures and if the District also does not intend to impose discipline/corrective action or take any employment action regarding the employee as a result of a misconduct investigation, LRCFT agrees that it will limit its requests for disclosure of additional information to those instances where LRCFT has reasonable concerns about the investigative process or is evaluating potential grievances, rather than as a matter of course. If such a request is made, the parties must meet and confer to discuss the request and any District objections to the request, including any objections based upon confidentiality. The District must not withhold documents based upon a generalized fear of retaliation.

27.3 Student Complaints Not Resulting in Misconduct Investigation (General, Non-Formal)

27.3.1 General, non-formal complaints (exclusive of student reviews) to a dean which do not result in a misconduct investigation 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 not resulting in a misconduct investigation must 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 is filed by a student which does not result in a misconduct investigation. 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)

27.5 Statutory Rights to Information and Documents

Nothing in this Article shall waive or supersede the District's, LRCFT's, or a faculty member's right to request and receive information and documents as allowed by the EERA, Education Code, or other law.

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; choreography; Learning Management System (LMS) teaching material, including the course shell.
- 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 they teach or design, or other duties they perform as a faculty member while they are employed by the District and in connection with their 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 or the Learning Management System); 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 or the Learning Management System); 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 January 1, 2020, through June 30, 2023.
- 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 _th day of 2020, 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 _____
Dustin Johnson, Board President

By _____
Jason Newman, LRCFT Interim President

Brian King, Chancellor

Belinda Lum, LRCFT Chief Negotiator

Robert Perrone LRCFT Executive Director

Date:

Date:

Negotiating Team Members:

District

LRCFT

Davin Brown

Teresa Aldredge

Ryan Cox

Paul Baltimore

Theresa Cuny

Annette Barfield

Tadael Emiru

Oranit Limmaneeprasert

Albert Garcia

Veronica Lopez

Kim Harrell

Belinda Lum

Kate Jaques

Nicole McCormack

Jacob Knapp

Dean Murakami

Robert Montañez

Jason Newman

Jamey Nye

Robert Perrone

Sonia Ortiz-Mercado

Linda Sneed

Torence Powell

James Telles

Mario Rodriguez

Gabriel Torres

Deborah Saks

Lingling Zhang

Connie Zuercher

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

A.1 Funding Sources/Fiscal Years

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 which is compared to the total District salary benefit and contribution costs for authorized/filled positions of all District employee groups.
- 2) Authorized/filled positions which are funded from special programs/categorical funds are excluded from both LRCFT unit's cost and other employee group costs.
- 3) The related salary and benefit costs associated with District contract managers are also excluded.
- 4) Contract year consists of the fiscal years 2017-18, 2018-19, 2019-20.
- 5) Any reference to prior year refers to the fiscal year preceding one of the contract years stated above.

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 law or regulations. Such revenues and related base amounts are defined as follows:

A.1.1 Base Revenues (Basic Allocation plus Base Full-Time Equivalent Students; funded by State General Apportionment, Property Taxes, Education Protection Act (EPA), and Student Enrollment Fees)

The base amount for a contact year is the revenue level recognized in the prior fiscal year that was used for retroactive salary improvement calculations for that year including any prior year Cost of Living Adjustments (COLA), and prior year Growth Funds and reduced by any State deficit, which may be applied retroactively. Base revenues are generally considered continuing funds and shall be used to fund continuing salary and benefit costs applicable to LRCFT unit members.

A.1.2 COLA

New or increased revenues above the base amount are generally derived from two primary sources: 1) Cost of Living Adjustments (COLA); and 2) Growth Funds. The determination, availability, and distribution of the bargaining units proportionate share of new or increased revenues due to the COLA factor applied to Base Revenue is dependent upon the final adoption of the State Budget and the reliability of receiving such entitlements. An initial salary schedule improvement may be 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) and subject to the use of such funds as provided in section A.2.

A.1.3 Growth Funds

After providing for specified costs associated with student growth, as described in Attachment 1, net available Growth are considered continuing funds and are proportionally allocated to the unit. Growth funds are attributed to either an increase in funded Full-Time Equivalent Students (FTES) or an increase in the District's Basic Allocation.

A.1.3.1 Cost Reduction

As described in Attachment 1, any cost savings which were previously funded from student growth funds shall be included in the calculation of net available Growth Funds.

A.1.4 Lottery Revenue

The initial base amount for Lottery revenue was established at \$3.3M. 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.

In 2014-15, the base amount for unrestricted Lottery revenue was increased by \$2.6M to a new established base of \$5.9M. Eighty percent (80%), which is \$2.08M, of the increase was considered a continuing resource and the proportionate amount of such funds was provided to LRCFT through the proportionate share calculation as a continuing resource.

Lottery revenues below the base amount of \$5.9M shall reduce available continuing funds.

Any revenue received above the established base of \$5.9M is considered one-time-only revenue and the proportionate amount of eighty percent (80%) of such funds provided to LRCFT as a non-continuing resource.

A.1.5 State Mandates

Mandate Block Grant is unrestricted funding provided to districts that elect to receive a block grant in lieu of filing claims seeking reimbursement for mandated activities for a specific fiscal year. If the State budget includes mandate block grant funding during the contract year and the District elects to receive the block grant in lieu of filing a claim, eighty percent (80%) of that amount will be allocated to the compensation calculation to be distributed to LRCFT unit members based upon its proportionate share. This resource is categorized as one-time only funding.

A.1.6 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.1.6.1 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 and for benefits provided to adjunct faculty who participate in the District's plan.
- A.1.6.2 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.1.6.3 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.1.7 *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 twenty percent (.20 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.1.7.1 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.1.7.2 Amounts received by the District from the State shall be used to reduce the cost of this program.
- A.1.7.3 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.1.8 *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 2016-17 level of Part-Time Faculty Compensation funds is \$1,102,403. 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 \$1,137,623 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.1.9 *District Contribution Reduction*

Should District contribution for medical and dental coverage be reduced in a contract year 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 a contract year shall be distributed to unit members in combination with any District growth funds.

A.1.10 *Salary Savings (Decrements)*

Any net salary savings, after actual replacement costs are considered, realized from unit member retirements or resignations will be included as a resource for the unit. Decrements are the difference between the placement (base) salary of the employee who vacated the position and the estimated replacement cost at class III, step five (5). Actual replacement costs are calculated as the difference between the placement of new hires compared to class III, step 5. Decrements for positions vacated at the end of the academic or fiscal year will be included in the calculation for the following fiscal year. Net salary savings may be used to:

A.1.10.1 Address the unit's proportionate share of any reductions in Base revenues below the defined base, and

A.1.10.2 Fund the increased cost of conversions of part-time instructional FTE to regular full-time instructional positions if growth funds per Attachment 1 are not available or are insufficient to fund such increased costs; then,

A.1.10.3 Remaining salary savings shall be available to the unit as another source of revenue.

A.1.11 *State Revenue Recalculations and Other Funding Sources*

Should Base, COLA or Growth revenues be increased or reduced as a result of retroactive calculations performed by the State Chancellor's Office (February of the following year) such revenue adjustments shall be applied to the related revenue computations as per Section A.1.1 through A.1.9.

A.1.12 Carry Forward of Funds from prior year

Should the Unit and the District agree to defer either continuing or one-time funds from a prior year calculation such funds will be combined with other available resources for the following contract year.

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 a contract year 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 a contract year 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 prior year level of providing the District contribution up to the level agreed to by the District and LRCFT for each contract year.
 - A.2.4.1 The 2017-18 District contribution for medical premiums is established at \$1,260.85 per month on a twelve-month basis and shall remain at this level until sufficient continuing funds allow for an increase, subject to agreement by the District and LRCFT to use continuing resources for any additional contribution. The contribution level is only made up to the premium level for the plan selected.
 - A.2.4.1.1 The District will contribute to a Health Savings Account (H.S.A.) for regular employees who select one of two high deductible health plans (HDHP) offered by the District: the Western Health Advantage (WHA) HDHP or the Sutter Health Plus HDHP. The contribution level for 2017-18 is either \$100 per month or \$150 per month dependent upon single or family coverage, respectively. The H.S.A. contribution will remain in effect for the contract term unless the WHA HDHP or Sutter Health Plus HDHP is discontinued or as long as the premium for the plan selected by the employee plus the H.S.A.

contribution is less than or equal to the District contribution. The H.S.A. contribution amount for 2018-19 and 2019-20 will be determined based upon the difference between the District contribution for medical compared to the premium level for the HDHP. Adjunct employees may select either HDHP plan, but are not eligible for the H.S.A. contribution.

- A.2.4.2 Negotiated increases in the District contribution for medical premiums may be determined prior to the open enrollment period for the upcoming fiscal year dependent upon the availability of continuing resources.
- A.2.4.3 The District contribution level may be increased, but not lowered, during or at the end of each contract year subject to the availability of continuing resources. However, this does not preclude a reduction in the contribution level for the subsequent year if the District and LRCFT agree to a lower contribution.
- A.2.5 The cost in a contract year for increasing the District contribution for the monthly dental premium.
 - A.2.5.1 For 2016-17; the District contribution level for dental coverage is established at \$133.00 per month (twelve month basis);
- A.2.6 Any increase in the premium cost above the current premium of \$6.75 for \$50,000 term life insurance, 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 Base, COLA and Growth 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 three percent (3%). Continuing funds earmarked as described in Section A.2.13 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 a contract year from one-time-only revenues (as defined in Section A.1) shall be considered one-time-only distributions/improvements for the contract year. 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 for funding the following items:

A.2.13.1 Funding will first be set aside to fund increasing the lab hour to lecture hour ratio from .75 to 1 to .80 to 1.

A.2.13.2 Following the implementation of the above item, 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. The LRCFT and the District may choose to implement other options as intermediate steps toward this item such as using an alternative step and/or class from the B-2 schedule as funding allows and as mutually agreed.

A.2.13.3 The LRCFT and the District will meet prior to the distribution of remaining funds to consider whether the minimum 3% continuing salary schedule improvement should be lowered or waived for a given year in consideration of implementing the items listed above.

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 Prior to distribution of lottery revenues to unit members, \$50,000 will be charged to the unit for the contract year 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 contract 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 the contract year, the balance of the \$50,000 set aside from the prior year will be carried forward to the following contract year 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 Net Available Resources**

The distribution of available net resources as defined in A.2 shall be made no later than sixty (60) days after the final status of such funds is determined by 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 (Other)**

A.6.1 Salary savings resulting from unclaimed Dependent Care Assistance Program or Flexible Spending Plan elections by LRCFT unit members will revert to unit members who participated in the plan(s) per Internal Revenue Service code net of any costs associated with the plan administration.

A.6.2 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 a contract year 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 contract year 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 the contract year.

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 which relate to the implementation and calculation of LRCFT's proportionate share of the defined funds shall be available for review by representatives designated by the LRCFT Executive Board. LRCFT and Business Services representatives shall meet at a mutually agreeable time. Business Services representatives will provide copies of any records upon the request of the designated representatives during their review of the records.

Annual reports which summarize 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 a contract year 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 the contract year.

A.12 Reduction or Insufficient Defined Revenues

Should the total of all defined revenue/resources for a contract year 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 and Salary Savings

Any cost savings realized per the calculation specified in Attachment 1 and salary savings (decrements) as defined in A.1.10 will offset either the overall reduction in resources or the unit's specific costs for that year.

A.14 Cost Advances

The cost of a contract year compensation improvements and related benefit costs for a contract year 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 future years.

Los Rios Community College District

2020-21 Athletic/Coaching Stipend Schedule for Faculty
Coaching Formula hour assignments and stipend compensation shall be as follows:

Head Coaching Stipend Schedule for Faculty

| Assignment | Formula Hours | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
|---|---------------|---------|---------|---------|---------|---------|
| Baseball | 7 | \$8,294 | \$8,626 | \$8,971 | \$9,330 | \$9,703 |
| Basketball | 7 | \$8,294 | \$8,626 | \$8,971 | \$9,330 | \$9,703 |
| Cross Country | 7 | \$7,062 | \$7,344 | \$7,638 | \$7,944 | \$8,261 |
| Football | 7 | \$8,294 | \$8,626 | \$8,971 | \$9,330 | \$9,703 |
| Golf | 7 | \$7,062 | \$7,344 | \$7,638 | \$7,944 | \$8,261 |
| Hockey | 7 | \$8,294 | \$8,626 | \$8,971 | \$9,330 | \$9,703 |
| Soccer | 7 | \$8,294 | \$8,626 | \$8,971 | \$9,330 | \$9,703 |
| Softball | 7 | \$8,294 | \$8,626 | \$8,971 | \$9,330 | \$9,703 |
| Swimming | 7 | \$7,062 | \$7,344 | \$7,638 | \$7,944 | \$8,261 |
| Tennis | 7 | \$7,062 | \$7,344 | \$7,638 | \$7,944 | \$8,261 |
| Track & Field | 7 | \$8,294 | \$8,626 | \$8,971 | \$9,330 | \$9,703 |
| Volleyball | 7 | \$8,294 | \$8,626 | \$8,971 | \$9,330 | \$9,703 |
| Water Polo | 7 | \$7,062 | \$7,344 | \$7,638 | \$7,944 | \$8,261 |
| Wrestling | 7 | \$8,294 | \$8,626 | \$8,971 | \$9,330 | \$9,703 |
| Steps are awarded for every five years of serving as a head Coach | | | | | | |

Assistant Coaching Stipend Schedule for Faculty*

| Assignment | Formula Hours | Stipend |
|--------------------------|---------------|---------|
| Baseball, Assistant | 5 | \$3,764 |
| Basketball, Assistant | 5 | \$3,764 |
| Football, Assistant | 5 | \$3,764 |
| Soccer, Assistant | 5 | \$3,764 |
| Softball, Assistant | 5 | \$3,764 |
| Track & Field, Assistant | 5 | \$3,764 |

*Assistant coaching stipend is only available to a regular faculty member

Los Rios Community College District

2020-21 Department Chairs Stipend Schedule for Faculty

| Level | | Stipend |
|--------------|-----------------------|---|
| I | | \$3,897 |
| II | OR | \$7,796 10% Reassigned Time per year plus a \$500 annual stipend |
| III | < 20 FTEF | 20% Reassigned Time per semester |
| | 20 - 44.9 FTEF | 30% Reassigned Time per semester |
| | ≥ 45 FTEF | * 40% Reassigned Time per semester |

* Limited to the Math and English Departments at ARC and SCC.

Effective: August 20, 2020

Board Approved: August 12, 2020

Los Rios Community College District
2020-21 Arts & Media Stipend Schedule for Faculty

The District shall provide stipends and/or load equity for instructors in the following areas:

| Subject | Stipend |
|---------------------------------|----------------|
| <i>Art</i> | |
| Art Gallery Director | \$1,728 |
| <i>Dance</i> | |
| Director | \$1,728 |
| <i>Forensics</i> | |
| Coach (districtwide) | \$2,467 |
| Assistant Coach | \$1,728 |
| Tournament Coordinator/Debate | \$1,233 |
| <i>Journalism</i> | |
| Student Newspaper | \$2,467 |
| Literary Journal Advisory | \$2,467 |
| <i>Music (Performing Group)</i> | |
| Director | \$2,467 |
| <i>Theatre Arts</i> | |
| Director | \$2,467 |
| Technical Director | \$2,467 |
| Technical Director, Lighting | \$1,728 |
| Technical Director, Scene/Set | \$1,728 |
| Musical Director | \$2,467 |
| Vocal Director | \$1,728 |
| Costumer | \$2,467 |
| Choreographer | \$1,728 |
| Promotion/Box Office | \$2,467 |
| <i>TV/Radio</i> | |
| Program Producer | \$1,728 |

Effective: August 20, 2020

Board Approved: August 12, 2020

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

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 - Lighting

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, per college

Theatre Arts: Technical Director - Scene/Set

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, per college

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/performances.

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/performances.

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
2020-21 Interim**

**Faculty Salary Schedule "A-164"
(Regular and Long-Term Temporary Faculty Working a 164-Day Schedule)
Annual Salary Schedule**

| | AA/AS or BA/BS | AA/AS+90 or BA/BS+30 or MA/MS | BA/BS+54 or MA/MS+24 | BA/BS+78 or MA/MS+48 | PhD or J.D. or D.C. or D.V.M. |
|-----------------------|-------------------|-------------------------------------|-------------------------|-------------------------|--|
| Step | Class I | Class II | Class III | Class IV | Class V |
| 1 | 43,495 | 48,329 | 53,153 | 57,993 | 60,888 |
| 2 | 45,235 | 50,262 | 55,279 | 60,312 | 63,324 |
| 3 | 47,045 | 52,273 | 57,490 | 62,725 | 65,857 |
| 4 | 48,926 | 54,364 | 59,790 | 65,234 | 68,491 |
| 5 | 50,884 | 56,538 | 62,181 | 67,843 | 71,231 |
| 6 | 52,919 | 58,800 | 64,669 | 70,557 | 74,080 |
| 7 | 55,036 | 61,152 | 67,255 | 73,379 | 77,043 |
| 8 | 57,237 | 63,598 | 69,946 | 76,314 | 80,125 |
| 9 | 59,527 | 66,142 | 72,744 | 79,367 | 83,330 |
| 10 | 61,908 | 68,788 | 75,653 | 82,541 | 86,663 |
| 11 | 64,384 | 71,539 | 78,679 | 85,843 | 90,130 |
| 12 | 66,959 | 74,401 | 81,827 | 89,277 | 93,735 |
| 13 | 69,638 | 77,377 | 85,100 | 92,848 | 97,484 |
| 14 | 72,423 | 80,472 | 88,504 | 96,562 | 101,384 |
| 15 | | | 92,044 | 100,424 | 105,439 |
| Longevity 1 * | 75,320 | 83,691 | 95,725 | 104,441 | 109,657 |
| Longevity 2 ** | 76,826 | 85,365 | 97,640 | 106,530 | 111,850 |

*After 20 years of full-time, tenure-track service with Los Rios, a longevity increment will be awarded which is 4% of the appropriate class and step. Figures provided reflect the Longevity 1 increment applied to the last step in each class.

**After 25 years of full-time, tenure-track service with Los Rios, a longevity increment will be awarded which is 2% above Longevity 1 placement (6.08% compounded rate above appropriate class/step).

Please note that there is an alternate initial class placement (and advancement) for Career and Technology faculty hired under Education Code 53410 (reference section 2.8.3.2 of LRCFT agreement)

Effective: July 1, 2020

Board Approved: August 12, 2020

**Los Rios Community College District
2020-21 Interim**

**Librarian Salary Schedule "A-164"
(Regular and Long-Term Temporary Librarians Working a 164-Day Schedule)
Annual Salary Schedule**

| | AA/AS or BA/BS | AA/AS+90 or BA/BS+30 or MA/MS | BA/BS+54 or MA/MS+24 | BA/BS+78 or MA/MS+48 | PhD or J.D. or D.C. or D.V.M. |
|-----------------------|-------------------|-------------------------------------|-------------------------|-------------------------|--|
| Step | Class I | Class II | Class III | Class IV | Class V |
| 1 | 43,673 | 48,527 | 53,370 | 58,229 | 61,137 |
| 2 | 45,420 | 50,468 | 55,505 | 60,558 | 63,582 |
| 3 | 47,237 | 52,486 | 57,725 | 62,981 | 66,126 |
| 4 | 49,126 | 54,586 | 60,034 | 65,500 | 68,771 |
| 5 | 51,091 | 56,769 | 62,435 | 68,120 | 71,522 |
| 6 | 53,135 | 59,040 | 64,933 | 70,845 | 74,383 |
| 7 | 55,260 | 61,402 | 67,530 | 73,679 | 77,358 |
| 8 | 57,471 | 63,858 | 70,231 | 76,626 | 80,452 |
| 9 | 59,770 | 66,412 | 73,040 | 79,691 | 83,670 |
| 10 | 62,160 | 69,068 | 75,962 | 82,878 | 87,017 |
| 11 | 64,647 | 71,831 | 79,001 | 86,194 | 90,498 |
| 12 | 67,233 | 74,704 | 82,161 | 89,641 | 94,118 |
| 13 | 69,922 | 77,693 | 85,447 | 93,227 | 97,882 |
| 14 | 72,719 | 80,800 | 88,865 | 96,956 | 101,798 |
| 15 | | | 92,419 | 100,834 | 105,870 |
| Longevity 1 * | 75,627 | 84,032 | 96,116 | 104,868 | 110,104 |
| Longevity 2 ** | 77,140 | 85,713 | 98,039 | 106,965 | 112,306 |

*After 20 years of full-time, tenure-track service with Los Rios, a longevity increment will be awarded which is 4% of the appropriate class and step. Figures provided reflect the Longevity 1 increment applied to the last step in each class.

**After 25 years of full-time, tenure-track service with Los Rios, a longevity increment will be awarded which is 2% above Longevity 1 placement (6.08% compounded rate above appropriate class/step).

Please note that there is an alternate initial class placement (and advancement) for Career and Technology faculty hired under Education Code 53410 (reference section 2.8.3.2 of LRCFT agreement)

Effective: July 1, 2020

Board Approved: August 12, 2020

**Los Rios Community College District
2020-21 Interim**

**Faculty Salary Schedule "A-174"
(Regular and Long-Term Temporary Faculty Working a 174-Day Schedule)
Annual Salary Schedule**

| | AA/AS or BA/BS | AA/AS+90 or BA/BS+30 or MA/MS | BA/BS+54 or MA/MS+24 | BA/BS+78 or MA/MS+48 | PhD or J.D. or D.C. or D.V.M. |
|-----------------------|-------------------|-------------------------------------|-------------------------|-------------------------|--|
| Step | Class I | Class II | Class III | Class IV | Class V |
| 1 | 46,336 | 51,485 | 56,624 | 61,780 | 64,865 |
| 2 | 48,189 | 53,545 | 58,889 | 64,251 | 67,459 |
| 3 | 50,117 | 55,687 | 61,245 | 66,821 | 70,158 |
| 4 | 52,122 | 57,914 | 63,695 | 69,494 | 72,964 |
| 5 | 54,207 | 60,231 | 66,242 | 72,274 | 75,883 |
| 6 | 56,375 | 62,640 | 68,892 | 75,165 | 78,918 |
| 7 | 58,630 | 65,146 | 71,648 | 78,171 | 82,075 |
| 8 | 60,975 | 67,751 | 74,514 | 81,298 | 85,358 |
| 9 | 63,414 | 70,461 | 77,494 | 84,550 | 88,772 |
| 10 | 65,951 | 73,280 | 80,594 | 87,932 | 92,323 |
| 11 | 68,589 | 76,211 | 83,818 | 91,449 | 96,016 |
| 12 | 71,332 | 79,260 | 87,170 | 95,107 | 99,856 |
| 13 | 74,185 | 82,430 | 90,657 | 98,911 | 103,851 |
| 14 | 77,153 | 85,727 | 94,283 | 102,868 | 108,005 |
| 15 | | | 98,055 | 106,983 | 112,325 |
| Longevity 1 * | 80,239 | 89,156 | 101,977 | 111,262 | 116,818 |
| Longevity 2 ** | 81,844 | 90,939 | 104,016 | 113,487 | 119,154 |

*After 20 years of full-time, tenure-track service with Los Rios, a longevity increment will be awarded which is 4% of the appropriate class and step. Figures provided reflect the Longevity 1 increment applied to the last step in each class.

**After 25 years of full-time, tenure-track service with Los Rios, a longevity increment will be awarded which is 2% above Longevity 1 placement (6.08% compounded rate above appropriate class/step).

Please note that there is an alternate initial class placement (and advancement) for Career and Technology faculty hired under Education Code 53410 (reference section 2.8.3.2 of LRCFT agreement)

Effective: July 1, 2020

Board Approved: August 12, 2020

**Los Rios Community College District
2020-21 Interim
Faculty Salary Schedule "B-1"
(Adjunct Faculty / Overload Assignments)
Lecture and Laboratory Hourly Rates/164 Days B-1**

| | Step | AA/AS or BA/BS Class I | AA/AS+60 or BA/BS+30 or MA/MS Class II | BA/BS+94 or MA/MS+24 Class III | BA/BS+78 or MA/MS+48 Class IV | PhD, J.D., M.D., D.C. or D.V.M. Class V |
|---------|-----------------------|---------------------------------------|---|---|--|--|
| Lecture | 1 | 60.40 | 67.13 | 73.82 | 80.54 | 84.56 |
| Lab* | | 48.32 | 53.70 | 59.05 | 64.43 | 67.65 |
| Lab | | 45.30 | 50.35 | 55.36 | 60.41 | 63.42 |
| Lecture | 2 | 62.83 | 69.81 | 76.77 | 83.77 | 87.95 |
| Lab* | | 50.28 | 55.85 | 61.42 | 67.01 | 70.38 |
| Lab | | 47.12 | 52.36 | 57.58 | 62.82 | 65.97 |
| Lecture | 3 | 65.34 | 72.59 | 79.85 | 87.12 | 91.47 |
| Lab* | | 52.27 | 58.07 | 63.88 | 69.70 | 73.18 |
| Lab | | 49.01 | 54.44 | 59.88 | 65.34 | 68.60 |
| Lecture | 4 | 67.96 | 75.51 | 83.04 | 90.60 | 95.13 |
| Lab* | | 54.37 | 60.41 | 66.43 | 72.48 | 76.11 |
| Lab | | 50.97 | 56.63 | 62.28 | 67.95 | 71.35 |
| Lecture | 5 | 70.67 | 78.52 | 86.36 | 94.23 | 98.94 |
| Lab* | | 58.54 | 62.82 | 69.09 | 75.38 | 79.15 |
| Lab | | 53.00 | 58.89 | 64.77 | 70.67 | 74.21 |
| Lecture | 6 | 73.50 | 81.66 | 89.82 | 97.99 | 102.89 |
| Lab* | | 58.80 | 65.33 | 71.85 | 78.39 | 82.31 |
| Lab | | 55.12 | 61.24 | 67.36 | 73.49 | 77.17 |
| Lecture | 7 | 76.44 | 84.93 | 93.42 | 101.91 | 107.00 |
| Lab* | | 61.15 | 67.94 | 74.73 | 81.53 | 85.60 |
| Lab | | 57.33 | 63.70 | 70.06 | 76.43 | 80.25 |
| Lecture | 8 | 79.49 | 88.33 | 97.14 | 106.00 | 111.28 |
| Lab* | | 63.59 | 70.67 | 77.71 | 84.80 | 89.02 |
| Lab | | 59.62 | 66.25 | 72.86 | 79.50 | 83.46 |
| Lecture | 9 | 82.67 | 91.86 | 101.03 | 110.24 | 115.73 |
| Lab* | | 66.14 | 73.49 | 80.82 | 88.19 | 92.58 |
| Lab | | 62.01 | 68.90 | 75.77 | 82.68 | 86.79 |
| Lecture | 10 | 85.98 | 95.54 | 105.08 | 114.65 | 120.37 |
| Lab* | | 68.79 | 76.43 | 84.06 | 91.72 | 96.29 |
| Lab | | 64.49 | 71.65 | 78.81 | 85.99 | 90.28 |
| Lecture | 11 | 89.41 | 99.37 | 109.28 | 119.23 | 125.17 |
| Lab* | | 71.53 | 79.50 | 87.43 | 95.38 | 100.14 |
| Lab | | 67.06 | 74.53 | 81.96 | 89.42 | 93.88 |
| Lecture | 12 | 92.99 | 103.35 | 113.65 | 123.99 | 130.19 |
| Lab* | | 74.39 | 82.68 | 90.92 | 99.20 | 104.15 |
| Lab | | 69.74 | 77.51 | 85.24 | 93.00 | 97.64 |
| Lecture | 13 | 96.71 | 107.48 | 118.20 | 128.95 | 135.40 |
| Lab* | | 77.37 | 85.98 | 94.56 | 103.16 | 109.32 |
| Lab | | 72.53 | 80.61 | 88.65 | 96.72 | 101.55 |
| Lecture | 14 | 100.58 | 111.78 | 122.93 | 134.11 | 140.82 |
| Lab* | | 80.46 | 89.42 | 98.34 | 107.29 | 112.65 |
| Lab | | 75.43 | 83.83 | 92.20 | 100.58 | 105.61 |
| Lecture | 15 | | | 127.84 | 139.48 | 146.45 |
| Lab* | | | | 102.28 | 111.58 | 117.16 |
| Lab | | | | 95.88 | 104.61 | 109.84 |
| Lecture | Longevity 1 ** | 104.60 | 116.25 | 132.96 | 145.06 | 152.31 |
| Lab* | | 83.68 | 93.00 | 106.37 | 116.04 | 121.85 |
| Lab | | 78.45 | 87.19 | 99.72 | 108.79 | 114.23 |
| Lecture | Longevity 2 ** | 106.69 | 118.58 | 135.62 | 147.96 | 155.35 |
| Lab* | | 85.35 | 94.88 | 108.49 | 118.37 | 124.28 |
| Lab | | 80.02 | 88.93 | 101.71 | 110.97 | 116.51 |

Per section 22138.5 of the California Education Code, the full-time equivalent requirement, as defined in hours of service, is 540 lecture hours for adjunct instructional faculty in a fiscal year (which includes Summer Session). Standard Lab hours equals to 3/4 of a lecture hour.

* Lab * equates to .80 of a lecture hour. Effective Fall 2020, this lab rate is used in calculation for disciplines that meet the intersegmental General Education Transfer Curriculum science laboratory requirement.

** Per section 2.15.2 of LRCFT collective bargaining agreement, a 20 year longevity factor (equivalent to a minimum 300 instructional formula hours completed) will be added which is 4% of the member's appropriate class and step. A 25 year longevity factor (equivalent to a minimum 375 instructional formula hours completed) will be added which is 2% above longevity 1 placement (5.018 % compounded rate above appropriate class/step). Amounts above reflect longevity increment calculated on highest step in respective class.

Please note that there is an alternate initial class placement (and advancement) for Career and Technology faculty hired under Education Code 93410 (reference section 2.8.3.2 of LRCFT agreement).

Effective: August 20, 2020
Board Approved: August 12, 2020

**Los Rios Community College District
2020-21 Interim**

**Faculty Salary Schedule "B-2 & B-3"
(Adjunct/Overload Counselor/Coordinator/Nurse Hourly Rates/174 Days B-2)
(Adjunct/Overload Librarian Hourly Rates/164 Days B-3)**

| Step | AA/AS or BA/BS Class I | AA/AS+90 or BA/BS+30 or MA/MS Class II | BA/BS+54 or MA/MS+24 Class III | BA/BS+78 or MA/MS+48 Class IV | PhD, J.D., M.D., D.C. or D.V.M. Class V |
|----------------|---------------------------------------|---|---|--|--|
| 1 | 35.50 | 39.46 | 43.39 | 47.35 | 49.70 |
| 2 | 36.93 | 41.03 | 45.13 | 49.23 | 51.69 |
| 3 | 38.40 | 42.67 | 46.93 | 51.20 | 53.76 |
| 4 | 39.95 | 44.38 | 48.80 | 53.26 | 55.91 |
| 5 | 41.53 | 46.16 | 50.76 | 55.38 | 58.15 |
| 6 | 43.19 | 48.00 | 52.78 | 57.60 | 60.47 |
| 7 | 44.92 | 49.92 | 54.89 | 59.90 | 62.89 |
| 8 | 46.72 | 51.92 | 57.10 | 62.30 | 65.41 |
| 9 | 48.60 | 53.99 | 59.39 | 64.79 | 68.02 |
| 10 | 50.53 | 56.15 | 61.75 | 67.37 | 70.74 |
| 11 | 52.56 | 58.40 | 64.23 | 70.08 | 73.57 |
| 12 | 54.67 | 60.73 | 66.80 | 72.87 | 76.53 |
| 13 | 56.85 | 63.16 | 69.47 | 75.79 | 79.59 |
| 14 | 59.13 | 65.69 | 72.25 | 78.82 | 82.77 |
| 15 | | | 75.14 | 81.97 | 86.08 |
| Longevity 1 * | 61.49 | 68.31 | 78.14 | 85.25 | 89.52 |
| Longevity 2 ** | 62.72 | 69.68 | 79.70 | 86.96 | 91.31 |

** Per section 2.10.2 of LRCFT collective bargaining agreement, a 20 year longevity factor (equivalent to a minimum 300 instructional formula hours completed) will be added which is 4% of the member's appropriate class and step. A 25 year longevity factor (equivalent to a minimum 375 instructional formula hours completed) will be added which is 2% above longevity 1 placement (6.018 % compounded rate above appropriate class/step). Amounts above reflect longevity increment calculated on highest step in respective class.

Please note that there is an alternate initial class placement (and advancement) for Career and Technology faculty hired under Education Code 53410 (reference section 2.8.3.2 of LRCFT agreement)

Effective: August 20, 2020

Board Approved: August 12, 2020

Attachment 1

Calculation of Available Growth Revenues & Related Growth Cost

1. Calculation of Available Growth Revenues

Eighty percent (80%) of Growth Funds as defined in Appendix A received in a contract year 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 third week spring and shall be based upon the average of the Fall / Spring instructional FTE level for that year plus the change in FTE for the Summer term above the base level of 122.34 subject to 1.1.1.1 below. For this provision the summer term is the term occurring prior to the fall term for the fiscal year.

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 The cost for the additional FTE will be based upon the standard adjunct cost for the contract year, except the standard adjunct cost for summer term instruction will not include health and welfare benefit costs. In computing the standard adjunct cost for the purposes of this calculation, the 2020-21 STRS rate of 19.10% for employer contribution will be used in place of the rate in effect for the contract year. This is done to set-aside the increased pension costs for these additional positions. The 2016-17 rate using the 2020-21 rates is \$58,116 and

- 1) for 2017-18 the standard rate as determined by averaging the fall 2017 actual payments for adjunct and overload instructional assignments and the standard benefit rate for part-time instructional service as adjusted for the 2020-21 STRS rate then
- 2) for 2018-19, the standard rate as determined by averaging the fall 2018 actual payments for adjunct and overload instructional assignments and the standard benefit rate for part-time instructional service as adjusted for the 2020-21 STRS rate: then

- 3) for 2019-20 the standard rate as determined by averaging the fall 2019 actual payments for adjunct and overload instructional assignments and the standard benefit rate for part-time instructional service as adjusted for the 2020-21 STRS rate.
- 1.2 The increased cost over the previous year's cost related to contracted instruction such as public safety instructional programs and other contracts.
- 1.3 The determination of actual staffing level utilized, increased contracted instruction costs, 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.
- 1.4 The cost of additional counselors required to maintain a counselor/student ratio of 900:1. The cost will be based upon the average salary and fringe benefit annual contract cost in the contract year for adjunct and overload counselors using the 2020-21 STRS rate.
 - 1.4.1 such positions shall be authorized as a continuing appropriation for the start of the following fiscal year; and
 - 1.4.2 continuing growth funds committed for the additional authorized counseling positions and set aside for this purpose in the contract year shall be proportionately distributed to the unit on a one-time-only basis; then
- 1.5 The cost of additional full-time faculty required to be hired as specified in Title V provisions (faculty obligation number). The incremental salary and fringe benefits costs due to conversion of part-time instructional and counseling FTE to regular instructional and counseling positions and salary and benefit costs of other non-classroom faculty positions shall be funded from Growth funds. The 2016-17 rate for converted instructional FTE is using the 2020-21 STRS employer rate is \$32,494. The 2016-17 rate for new or re-authorized regular faculty positions (164 or 174 day) using the increased pension rates is \$85,499 and \$102,005, 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 determined annually and typically increases by salary schedule and fringe benefit improvements provided in 2017-18 through 2019-20 as applicable;
 - 1.5.1 Continuing growth funds shall be committed for any positions authorized in the contract year; and
 - 1.5.2 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. Any unused continuing growth funds set aside for this purpose in the

contract year shall be proportionately distributed to the unit on a one-time-only basis; then

- 1.6 The salary and fringe benefit cost of additional classified positions which are needed as a result of district enrollment growth or new educational sites.
 - 1.6.1 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, Blue Collar, Supervisory and Confidential positions funded with general purpose revenues. Classified positions (FTE) which are funded from categorical resources/revenues are excluded from this computation.
 - 1.6.2 For any given contract year, it is the District's intent to distribute the additional classified staff funded from growth funds across all classified units; then
 - 1.6.3 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.
 - 1.6.4 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.
 - 1.6.5 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 at \$73,000 per FTE, based on the average salary from the prior year 1% calculation and the 2020-21 PERS projected rate of 19.80%; and
 - 1.6.6 Any unused continuing growth funds in the contract year shall be proportionately distributed to the unit on a one-time-only basis.
- 1.7 Additional administrative positions shall not be funded from growth funds.
- 1.8 The net Growth funds shall be proportionately allocated to LRCFT in accordance with Appendix A. The difference between the current employer contributions for STRS and PERS and the rates used in 1.1, 1.4, 1.5, and 1.6 shall be credited back as a one-time resource until required.
- 1.9 The cost savings or cost reductions related to those items listed below shall be calculated and applied as an additional source of funds. Items previously funded from Growth revenues are:

- 1.9.1 Cost reductions associated with the actual instructional FTE utilized for the academic year based upon the average of the Fall / Spring third week instructional FTE level which is below the previous year's actual instructional staffing level. The standard 2016-17 part-time cost per FTE of \$58,116, as defined per Section 1.1, shall be used to determine instructional cost savings, and
- 1.9.2 Cost reductions in the contract year attributed to the annual salary and fringe benefit cost due to a reduced number of full-time-equivalent (FTE) 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 2016-17 counseling part-time cost per FTE (@174 days) using the increased pension rates is \$80,558. Actual counselor staffing FTE levels above the required staffing level shall be used in the determination of cost if such levels are greater.
- 1.9.3 Any other cost reductions due to staffing changes (reduction) previously funded from growth funds as further described in Sections 1.1 to 1.6.
- 1.9.4 The total amount of cost savings as determined above shall be proportionately distributed to LRCFT as per section 1.8.
- 1.10 Available Growth Revenue for 2018-19 and 2019-20 shall be determined in the same manner as 2017-18 contract year except that:
 - 1.10.1 The actual instructional staffing levels expressed in full-time equivalent (FTE) terms in either 2018-19 or 2019-20 compared to the actual FTE level of the previous year shall be determined for the particular contract year as well as the standard cost; and the actual cost for contract instruction for the 2018-19 and 2019-20 compared to the cost charged in the previous year, and
 - 1.10.2 The change in authorized level, the conversion of part-time to regular FTE and classified positions will be determined using the basis described for the 2017-18 year and the salary schedule and fringe benefit rates in effect for the 2018-19 and 2019-20 years.

Appendix B

LRCFT Short Term Leaves With Pay Matrix

The purpose of this matrix is to provide additional clarity to the implementation of contract language for short-term paid leaves. The leaves below are not inclusive of all paid leaves offered under the contract.

Immediate Family Definition (Article 9.1.4)

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.

| LEAVE TYPE | DETAILS | APPROVAL EXAMPLES | DENIAL EXAMPLES |
|--|---|--|--|
| Bereavement (BER) | 3 days within 300 mile radius of District office /5 days if greater than 300 mile radius of District Office for immediate family member Relationship should be included on absence report (and destination if over 350 miles or out of state) Can be supplemented by Personal Necessity leave Reported in days | Mother or father passed away | Nephew passed away--not immediate family (see Personal Necessity) Close friend or cousin died--not immediate family (see Personal Necessity) |
| Critical Illness (CRT) | 3 days if immediate family member is critically ill (in danger of dying) Reported in days Can be supplemented with Personal Necessity | Father critically ill --doctor's note provided which says father's condition was "critical" Grandparent ill and passed away--note NOT required if immediately followed by bereavement for same individual | Mother ill --doctor's note says the mother's condition is "serious" Niece critically ill, not immediate family |
| Jury Duty (JRY) | Such time as necessary to complete jury obligation | Court documentation attached to absence report confirming attendance | No documentation, or summons only, provided |
| Maternity / Paternity Leave (BOC) | 1 day Birth of Child – report in a day 10 days of earned sick leave to care for newborn child or mother of newborn child <i>Recovery period following birth of child is reported under sick leave (subject to leave balance)</i> | Partner had a baby (used BOC immediately followed by 10 days sick leave) | Partner had baby but leave was requested outside of period of mother's disability or when child was no longer a newborn (exception has been made if wife returning to work and extending period baby is cared for by a parent) |

| <u>LEAVE TYPE</u> | <u>DETAILS</u> | <u>APPROVAL EXAMPLES</u> | <u>DENIAL EXAMPLES</u> |
|---------------------------------|---|--|---|
| Personal Necessity (PRN) | <p>Serious in nature, cannot be expected to disregard, need immediate attention, cannot be taken care of outside of work hours</p> <p>General nature of absence must be reported on absence report</p> <p>Can supplement bereavement leave, critical illness and judicial appearance leave</p> <p>Classroom Faculty = 6 days (24 hours)</p> <p>Coordinators, counselors, nurses, librarians = 6 days (45 hours)</p> | <p>Child's illness and doctor appointments</p> <p>Child's school meeting/appointment, including parent/teacher conference; elementary, middle school or high school graduation ceremonies</p> <p>Emergency home repair</p> <p>Unplanned child care need (e.g. provider illness)</p> <p>Religious observances</p> <p>Marriage of Son or Daughter</p> <p>To attend funeral for someone who is not an immediate family member, but the employee is close to and would not be reasonably expected to miss the funeral (e.g. coworker, niece, etc.)</p> <p>Car issues/trouble (if reasonable time)--including picking car up from shop</p> <p>Transportation issues such as major incident on travel route.</p> | <p>Pick up child from school--unless other reason for PRN like child was sick or person who scheduled to pick up child cancelled unexpectedly</p> <p>No childcare--unless unplanned, e.g. daycare provider called that morning saying daycare was closed</p> <p>Family illness (need relationship)</p> <p>To care for boyfriend/girlfriend unless qualifying under immediate family definition</p> <p>Home repair (non-emergency)</p> <p>Transportation issues such as no parking spaces; not allowing sufficient time to arrive at work.</p> |
| Personal Business (PRB) | <p>Responsibility and rightful concern of individual</p> <p>Could not reasonably be expected to accomplish during non-duty times</p> <p>Classroom Faculty = 8 hours per fiscal year</p> <p>Coordinators, counselors, nurses, librarians = 15 hours</p> <p>General reason must be provided to supervisor but not required on absence report.</p> <p>Can use in increments of less than 1 hour</p> | <p>Child's school meeting/appointment</p> <p>Parent/teacher conference</p> <p>Scheduled home repair</p> <p>Legal appointment</p> <p>Meeting with tax preparer or other financial business</p> | <p>Pick up car from shop--planned car maintenance could be done outside of work hours (if shop only open during work hours, then it would be allowed under PRB; emergency repairs fall under PRN.)</p> <p>Travel</p> |
| Sick (SCK) | <p>Accrual is 1 day/month. for 10 months (pro-rated for less than full-time employees)</p> | <p>Employee's own illness</p> <p>Employee's own doctor appointments</p> | <p>Family member ill</p> |

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.

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 Availability/Preference Form

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

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

| | Type A Research Section 11.6 | Type B Service Section 11.6 | Type C Overload Bank Section 11.7 | Type D Difference in Pay Section 11.8 | Type E 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 | 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

(When a self-study is required for a Counselor or Librarian being evaluated on their overload HCD or Library classes, item 4 (Service) is not required.)

- 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, service or professional development related to diversity and equity in your field 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 E1 Equity Reflection Format: Tenured/Tenure-Track Faculty

Purpose: This reflection is intended to foster a conversation and to facilitate discussion among colleagues that reflects on how we can individually and collectively work to improve student outcomes for historically under-represented groups and disproportionately impacted populations. The reflection should be used to help advance individual professional development and institutional dialogue on change.

The reflection document must not be used as evidence to support a less than satisfactory rating; however, nothing in the reflection process shall limit a performance review team's ability to address a faculty member's less than satisfactory performance issues utilizing evidence or information consistent with Section 8.15.1.2

Please answer the following Reflection Questions:

1) What have you done to improve your understanding of anti-racism, equity, equity-mindedness, and/or equity as it relates to your field and the LRCCD? This might include, but is not limited to the following:

- curriculum review related to anti-racism, decolonization, and equity
- participation in anti-racism and equity related workshops/institutes,
- review of professional materials and best practices for equity in your field and/or
- review of your student success data

2) How have you used and/or how will you use these understandings to improve your practice and/or help close opportunity gaps?

3) What additional trainings and resources, whether offered by LRCCD or others, would be helpful in continuing your development of anti-racist practices?

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, service or professional development related to diversity and equity in your field, 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 F1

Equity Reflection Format: Adjunct Faculty

Purpose: This reflection is intended to foster a conversation and to facilitate discussion among colleagues that reflects on how we can individually and collectively work to improve student outcomes for historically under-represented groups and disproportionately impacted populations. The reflection should be used to help advance individual professional development and institutional dialogue on change.

The reflection document must not be used as evidence to support a less than satisfactory rating; however, nothing in the reflection process shall limit a performance review team's ability to address a faculty member's less than satisfactory performance issues utilizing evidence or information consistent with Section 8.15.1.2

Please answer the following Reflection Questions:

1) What have you done to improve your understanding of anti-racism, equity, equity-mindedness, and/or equity as it relates to your field and the LRCCD? This might include, but is not limited to the following:

- curriculum review related to anti-racism, decolonization, and equity
- participation in anti-racism and equity related workshops/institutes,
- review of professional materials and best practices for equity in your field and/or
- review of your student success data

2) How have you used and/or how will you use these understandings to improve your practice and/or help close opportunity gaps?

3) What additional trainings and resources, whether offered by LRCCD or others, would be helpful in continuing your development of anti-racist practices?

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 – The Consolidated Omnibus Budget Reconciliation Act (COBRA). COBRA is a federally mandated program providing 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. The District will continue to comply with any federally mandated modifications to COBRA. |
| 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 |
| 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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