



AGREEMENT BETWEEN THE
STATE CENTER COMMUNITY COLLEGE DISTRICT
AND THE
PART-TIME FACULTY BARGAINING UNIT
STATE CENTER FEDERATION OF TEACHERS



JULY 1, 2014 – JUNE 30, 2017

Section 9. DISTANCE EDUCATION:

- A. Definition: Distance Education is a method of instruction where the instructor and student are physically separate for most, if not all, of the instruction. Interaction is mediated by some form of technology, e.g. audio, video, and computer, that allows for students and the instructor to engage in the educational process.
- B. Teaching Load Factor: A faculty member teaching a distance education course (as designated by the College) shall receive LHE credit on the ratio of four (4) LHE per three (3) units taught. This provision shall remain in effect only for the term of this agreement (June 30, 2015). LGI factors shall apply to distance education courses in the same manner as for traditional courses.
- C. Course Development Factor: A faculty member assigned by the College administration to develop a course for distance education shall receive released time during the semester when the course is being developed. The ratio of released time shall be one (1) LHE per one (1) unit of course development. This provision shall remain in effect only for the term of this agreement (June 30, 2015).

**ARTICLE XII
FACULTY CONDITIONS**

Section 1. EVALUATION OF FACULTY:

- A. The purpose of the evaluation process for unit members is to improve the quality of instruction, enhance academic growth, promote professionalism, and assess performance of unit members.
- B. Unit members will be evaluated based on criteria including the following:
 - 1. Responsive to the educational needs of students by exhibiting awareness of and sensitivity to the diversity of cultural backgrounds, gender, age, and lifestyles; variety of learning styles; and student goals and aspirations.
 - 2. Concern for student rights and welfare, respect for the opinions and concerns of students, and willingness to assist students.
 - 3. Maintenance of ethical standards in accordance with American Association of University Professors (AAUP) ethical standards statement (1940; revised 1987).
 - 4. Maintenance of workable relationships with colleagues.

5. Specific criteria for each employee designations are as follows:

a. For Classroom Teachers:

Knowledge of subject matter; awareness of current developments and research in the field; demonstration of effective communication with students; effective use of teaching methods appropriate to subject matter, adherence to institutionally approved curriculum course outlines of record; evaluation of student progress through tests and examinations, written assignments, oral responses, etc. in keeping with course objectives; providing course syllabi to students; maintaining classroom records in accordance with District Policy; turning in all required student grading and evaluation reports in a timely manner; and maintaining a reasonable student retention rate.

b. For Counselors:

Evidence of appropriate counseling techniques as designated by review of student educational plans, career test interpretations, etc.; maintenance of counseling session records in accordance with District Policies; effective use of counseling methods appropriate to student need; knowledge of subject matter; awareness of current developments and research in the field; demonstration of effective communication with students; demonstration of respect for all students through the development of a warm and accepting environment; maintenance of confidentiality of the counseling session;

c. For Librarians:

Knowledge of library usage; awareness of current developments and publications in the field; demonstration of effective communication with students and faculty; effective use of research methods appropriate to faculty and student needs; awareness of college curricula; maintenance of appropriate records.

d. For Nurses:

Knowledge of subject matter; awareness of current development and research in the field; effective communication with students; effective use of nursing procedure; evidence of appropriate nursing objectives which are met through a student evaluation of services; appropriate maintenance of student records which protect the confidentiality of all service users; evaluation of students' progress in keeping current with nursing protocols and public health procedures.

C. The college administration shall be responsible for seeing that the evaluation process is followed as set forth in this section.

D. The evaluation team will consist of the immediate supervisor or his/her designee and a peer reviewer identified by the department chair. Student evaluation will be provided through a standardized District student questionnaire. Nothing in these provisions shall preclude student evaluations during any semester, regardless of whether the regular evaluation is being conducted.

E. Unit members will be evaluated (at least) as follows:

1. Their performance during their first semester of teaching or service.
2. Their performance during their second and/or third semesters of teaching or service.
3. Their performance over every six (6) semesters of teaching or service thereafter.

The results of the evaluation process shall to the extent reasonably practicable be discussed with the evaluatee. The evaluatee shall also receive a copy of the final written evaluation.

F. The evaluation process of unit members will include the following:

1. Classroom visitation(s) by peer reviewer and immediate supervisor or his/her designee. Visitation dates and times shall be scheduled within a three-week window period announced to the unit member. (Both the reviewer and immediate supervisor need not be present during the same classroom visitation.);
2. Student questionnaires will be administered by peer reviewer or immediate supervisor;
3. The results of the evaluation will typically be discussed with the unit member;
4. The unit member shall receive a copy of the final written evaluation;

G. Any violation by the District of procedures contained in this Article shall be grievable. The substance of any evaluation shall not be the subject of any grievance.

Section 2. PERSONNEL RECORDS

A. Materials in the personnel file of a unit member which may serve as a basis for affecting the status of his/her employment are to be made available for inspection to the unit member involved. Every unit member shall have the right to inspect material in his/her personnel file at any time mutually convenient to the employee and the District. If desired, the unit member may be accompanied by a Federation representative, or may request in writing to allow a Federation representative to inspect such materials.

- B. Any complaints made by any person directed toward a unit member deemed serious enough to become a matter of formal record shall be promptly called to the unit member's attention, by copy, and the unit member shall be given an opportunity to respond. The unit member shall acknowledge that any derogatory material or complaint has been read by affixing his/her signature and the date on the actual copy to be filed, with the understanding that his/her signature signifies **only** that the material has been read and does not indicate agreement with its contents.
- C. Any derogatory material and/or complaint shall not be placed in the unit member's personnel file prior to ten (10) working days from the date it was sent or served. The unit member may respond and have any written response attached to the material and/or complaint to be included in the personnel file. During this ten (10) working day period, the content of material to be added to the personnel files shall be subject to the District Complaint Procedure. (Refer to the District Board Policy and Administrative Regulations.) The content of material in personnel files shall not be subject to Article XIV, Grievance and Arbitration Procedure, of this Agreement.
- D. The official files (e.g., application, etc.) for all personnel shall be housed and maintained at the District Human Resources Office, and files containing official evaluations, job-performance related data, directives, complaints, and other personal communications will be located in the appropriate college supervisor's office.

**ARTICLE XIII
LEAVES WITH PAY**

Section 1. SICK LEAVE:

Sick leave for a unit member's illness or injury shall be accrued at the rate of one (1) hour of leave for each hour of assignment. If there exists a reasonable belief that abuse of any sick leave has occurred, as a condition of paid sick leave, an employee may be requested to submit a physician's statement or other acceptable verification within five (5) days of a request from the Dean of Instruction. The District may require a statement from a physician verifying fitness to return to duty.

Up to three (3) hours of accrued sick leave may be used each semester for:

- A. Court appearance under subpoena or official order as a non-litigant witness or
- B. Bereavement in the case of a death in the immediate family defined as: mother, father, grandmother, grandfather, or grandchild of the unit member or of the unit member's spouse or domestic partner and the spouse or domestic partner's son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, or any relative living in the immediate household of the unit member, or stepmother, step-father, step-daughter or step-son.