

- D. Office Hours: Office hours held by unit members teaching a distance education course shall be consistent with the provisions of Article XII, Section 6. OFFICE HOURS.
- E. The District and the Federation agree that if and when guidelines regarding training for and evaluation of distance education instructors are approved on a districtwide basis, the two parties will seek to reach agreement regarding aspects which are mandatory subjects of negotiation for inclusion in a Memorandum of Understanding.

Section 14. ASSIGNMENT:

Assignment to more than one location within a college shall be at the discretion of the District and shall take into consideration any aspects related to the assignment, such as necessary travel time between locations. However, faculty members, including special assignment faculty, shall be entitled to consultation with the immediate supervisor regarding their assignment. Mileage shall be paid in accordance with Article XVII, Section 6. TRAVEL OFF CAMPUS/MILEAGE.

**ARTICLE XIII
FACULTY CONDITIONS**

Section 1. TENURE REVIEW/EVALUATION OF CONTRACT FACULTY:

A. PURPOSE

The tenure review process should ensure that students have access to the most knowledgeable, talented, creative, and student-oriented faculty available. A four-year probationary period provides sufficient time for certificated contract employees to understand the expectations for tenure, to continue developing skills and acquiring experience to participate successfully in the educational process, and to use the District's and other resources for professional growth. The tenure review process should promote professionalism, enhance academic growth, and evaluate contract employees relative to continued employment consideration by providing a useful assessment of performance, using clear evaluation criteria.

B. PROCEDURES

1. Contract provisions for the evaluation of the contract certificated faculty shall be clarified for tenured faculty and supervisors early in the college year by District and Federation representatives.
2. A contract employee's evaluation committee shall consist of three (3) members, including two (2) tenured department members (from contract employee's discipline, whenever possible) and the immediate supervisor (or his/her representative). Faculty serving as a mentor to a contract employee shall not serve on that contract employee's evaluation committee. If the department of the contract employee does not have two

tenured faculty, division members may be used. Faculty members shall be drawn randomly by the department chair from the discipline/department pool of volunteers. At a department's discretion, the department chair may serve regularly as one of two faculty members on the committee. A faculty member serving on the evaluation committee shall not also serve as a mentor to that contract employee. At the request of the contract employee and based on sufficient cause, the committee may be augmented by one member beginning in the second semester of the first year provided there is approval by the District and the Federation. The District and Federation shall receive input from both the contract employee and the committee.

Except for persons who are in a need-to-know position, the evaluation process shall be confidential to the extent provided by law. An evaluation committee member may be removed from the committee by the District for a breach of confidentiality, a material breach of the contractual obligations of a committee member or a conflict of interest. The committee member who is removed shall be replaced in the same manner as committee members are selected. This provision is not subject to the grievance procedures. This provision shall be subject to appeal to the College/Campus President who shall render a final decision within five (5) working days.

3. The immediate supervisor shall schedule all committee meetings, retain evaluation-related paperwork in his/her office, and make sure that all contractual timelines are followed.
4. The following steps will occur in the evaluation process:
 - a. The evaluation committee shall meet to review evaluation regulations and timelines.
 - b. The contract employee meets with his/her evaluation committee to review the evaluation criteria, evaluation process and procedures, and timelines. The contract employee shall be responsible to review the duties and responsibilities for his/her position and, if applicable, the course outlines for that position.
 - c. First- and second-contract employees will receive a minimum of one (1) classroom visitation (or other appropriate observation for other than classroom instructors) from each member of his/her evaluation committee. The person being evaluated shall be given at least twenty-four (24) hours notice of an intended visitation listing the specific (class) section to be visited where appropriate. The contract employee shall provide the observer a brief (instructional) plan prior to the visitation.
 - d. Third-contract employees shall receive a minimum of two (2) classroom visitations over this evaluation period. Committee members need not give prior notice of any intended visitation/observation.

- e. A committee member(s) shall administer a standard District evaluation questionnaire to students in at least one class of each of the contract employee's preparations. The questionnaire shall be administered at the end of the class session, unless otherwise mutually agreed upon by a committee member and the contract employee, allowing students a minimum of fifteen minutes to complete the form. The contract employee shall not be present at the time. (In the event the contract employee has a non-teaching assignment, the student questionnaire shall be administered to an appropriate number of students associated with the individual's assignment.)

All student questionnaire results shall be made available to the evaluation committee and the contract employee prior to week 14 (for 9-week courses, prior to week 8). Should the results of the questionnaire raise serious concerns regarding the contract employee, committee members may solicit verbal comments from students as part of the evaluation process.

- f. The committee shall meet to consider all evaluation input ("See Other Evaluation Procedures"), decide on a recommendation regarding subsequent employment status, and if appropriate, devise a plan for instructional or professional improvement articulated in writing that clearly identifies: (1) areas of deficiency from Article XIII, Section 1(D) and 1(E); (2) objectively observable behaviors to correct areas of deficiency; and (3) a specific timeline to correct areas of deficiency.
- g. The committee meets with the contract employee to discuss the evaluation results, the employment recommendation, and, if appropriate, the plan for improvement to be monitored by the members of the committee. The contract employee may offer his/her own additional performance assessment to be incorporated into the plan for improvement.
- h. A written employment recommendation (based upon the evaluation criteria), along with all pertinent documentation, shall be submitted by the committee to the College/Campus President through the Vice President of Instruction, Vice President of Student Services, or Vice President of Instruction and Student Services.
- i. The College/Campus President shall make a recommendation to the Chancellor and to the Board of Trustees. However, if the College/Campus President does not concur with the evaluation committee's recommendation, he or she will meet with the committee to discuss differences. If the meeting does not produce a concurrence of opinion, both the president's and the committee's recommendation

shall be forwarded to the Chancellor and Board of Trustees, with pertinent documentation provided.

C. COMMITTEE COMPENSATION

1. Each faculty committee member shall receive up to ten (10) hours or the actual number of logged hours, whichever is less, of compensation equivalent to the top of Schedule C Lab rate for each year he or she serves on the evaluation committee and completes the evaluation cycle. To be eligible to receive the compensation, counselors, librarians, college nurses, and tutorial instructors must perform such evaluation services outside of their regularly assigned work week under Article XII, Section 5. WORK WEEK.

D. OTHER EVALUATION PROCEDURES

1. Duties and Responsibilities Evaluation

- a. Immediate supervisor conducts a "duties and responsibilities evaluation" in accordance with District Policy. The contract employee will be evaluated on requirements such as holding classes, maintaining roster and attendance records, turning in grades, posting and holding office hours, and performing departmental/institutional duties such as attending meetings, serving on committees, advising students, etc.

2. Records Evaluation

- a. Contract employee shall submit classroom (or other appropriate) records for evaluation, including syllabi, course objectives for students, tests, grading criteria, etc.

3. Professional Activities Evaluation

- a. Contract employee shall submit a written record of professionally related activities such as conference/workshop attendance, staff development and participation, institutional/District committee participation, professional association memberships, scholarly publications, research, etc.

4. Self-Evaluation

- a. The contract employee shall submit to the committee a written evaluation of his/her job performance with respect to the criteria on which he/she is being evaluated.

5. Relevant Input for Outside of Formal Evaluation Process

- a. The committee will consider only complaints, concerns, or commendations that have been documented (signed, dated, and presented to supervisor or department chair) or verbal complaints, concerns, or commendations of a consistent, recurring nature.
- b. The contract employee has the right to respond to any complaint or concern which the committee is considering as part of the evaluation process.

E. EVALUATION CRITERIA

1. STUDENTS

- a. Responsive to the educational needs of students by exhibiting awareness of and sensitivity to the following:
 - i. Diversity of cultural backgrounds, gender, age, and lifestyles;
 - ii. Variety of learning styles;
 - iii. Student goals and aspirations.
- b. Concern for student rights and welfare.
- c. Respect for the opinions and concerns of students.
- d. Willingness and availability to assist students.

2. PROFESSIONAL RESPONSIBILITIES

- a. Participation in departmental, college, or related activities.
- b. Maintenance of ethical standards in accordance with American Association of University Professors (AAUP) ethical standards statement (1940; revised 1987)
- c. Maintenance of workable relationship with colleagues.
- d. Demonstrates commitment to the profession (Code of Ethics).

3. CLASSROOM TEACHING

- a. Knowledge of subject matter.
- b. Awareness of current developments and research in field.
- c. Demonstration of effective communication with students.
- d. Effective use of teaching methods appropriate to subject matter.
- e. Institutionally approved course outline.
- f. Evidence of course objectives being met through evaluation of student work that measures those objectives, through tests and examinations, written assignments, oral responses, etc.
- g. Maintenance of classroom records in accordance with District Policy.
- h. Evaluation of student progress in keeping with the course objectives and institutionally adopted course outlines.
- i. No later than completion of the seventh semester in contract status or prior to receiving tenure status, whichever occurs first, contract employees must be knowledgeable and be able to demonstrate computer proficiencies, including operating a computer, using the storage devices, printer controls, essential operating system commands, browsing the internet, receiving and sending e-mail, and the basic features of word processing and spreadsheet applications. Additionally, the contract employee will be able to demonstrate proficiency as to particular computer applications designed to meet the needs of students in the employee's teaching field or other work area, as determined by the evaluation team and department.

4. COUNSELORS

- a. Evidence of appropriate counseling techniques as designated by review of student educational plans, career test interpretations, etc.
- b. Maintenance of counseling session records in accordance with District Policies.
- c. Effective use of counseling methods appropriate to student need.
- d. Knowledge of subject matter.

- e. Awareness of current developments and research in the field.
- f. Demonstration of effective communication with students.
- g. Demonstration of respect for all students through the development of a warm and accepting environment.
- h. Maintains confidentiality of the counseling session.
- i. No later than completion of the seventh semester in contract status or prior to receiving tenure status, whichever occurs first, contract employees must be knowledgeable and be able to demonstrate computer proficiencies, including operating a computer, using the storage devices, printer controls, essential operating system commands, browsing the internet, receiving and sending e-mail, and the basic features of word processing and spreadsheet applications. Additionally, the contract employee will be able to demonstrate proficiency as to particular computer applications designed to meet the needs of students in the employee's teaching field or other work area, as determined by the evaluation team and department.

5. LIBRARIANS

- a. Knowledge of library usage.
- b. Awareness of current developments and publications in the field.
- c. Demonstration of effective communication with students and faculty.
- d. Effective use of research methods appropriate to faculty and student needs.
- e. Awareness of college curricula.
- f. Maintenance of appropriate records.
- g. No later than completion of the seventh semester in contract status or prior to receiving tenure status, whichever occurs first, contract employees must be knowledgeable and be able to demonstrate computer proficiencies, including operating a computer, using the storage devices, printer controls, essential operating system commands, browsing the internet, receiving and sending e-mail, and the basic features of word processing and spreadsheet applications. Additionally, the contract employee will be able to demonstrate proficiency as to

particular computer applications designed to meet the needs of students in the employee's teaching field or other work area, as determined by the evaluation team and department.

6. NURSES

- a. Knowledge of subject matter.
- b. Awareness of current development and research in the field.
- c. Effective communication with students.
- d. Effective use of nursing procedures.
- e. Evidence of appropriate nursing objectives which are met through a student evaluation of services.
- f. Appropriate maintenance of student records which protect the confidentiality of all service users.
- g. Evaluation of student's progress in keeping current with nursing protocols and public health procedures.
- h. No later than completion of the seventh semester in contract status or prior to receiving tenure status, whichever occurs first, contract employees hired must be knowledgeable and be able to demonstrate computer proficiencies, including operating a computer, using the storage devices, printer controls, essential operating system commands, browsing the internet, receiving and sending e-mail, and the basic features of word processing and spreadsheet applications. Additionally, the contract employee will be able to demonstrate proficiency as to particular computer applications designed to meet the needs of students in the employee's teaching field or other work area, as determined by the evaluation team and department.

7. COORDINATORS

- a. Shall be evaluated on the basis of their duties and responsibilities statement.
- b. No later than completion of the seventh semester in contract status or prior to receiving tenure status, whichever occurs first, contract employees must be knowledgeable and be able to demonstrate computer proficiencies, including operating a computer, using the storage devices, printer controls, essential

operating system commands, browsing the internet, receiving and sending e-mail, and the basic features of word processing and spreadsheet applications. Additionally, the contract employee will be able to demonstrate proficiency as to particular computer applications designed to meet the needs of students in the employee's teaching field or other work area, as determined by the evaluation team and department.

F. EVALUATION TIMELINE FOR FIRST OR SECOND CONTRACT EMPLOYEES

1. The following timeline is repeated each year in the fall for contract employees.
 - a. WEEKS 1 – 5 (For 9-week courses, typically in weeks 1-3)
 - i. Tenure committee established by division dean.
 - ii. Committee orientation meeting convened by immediate supervisor serving on committee.
 - iii. Committee meeting with contract employee to discuss evaluation process and timelines.
 - iv. Immediate supervisor begins "duties and responsibilities" evaluation.
 - v. Contract employee submits copies of classroom records.
 - b. WEEKS 6 – 13 (For 9-week courses, typically in weeks 3-7)
 - i. Classroom visitations made by committee members.
 - ii. Student questionnaires are administered (no earlier than 6th week). Student questionnaire results shall be provided to contract employee prior to week 14 (for 9-week courses, prior to week 8).
 - iii. Contract employee submits list of professional activities.
 - iv. Additional visitations may be conducted if deemed necessary by the committee.
 - c. WEEKS 14 – 16 (For 9-week courses, typically in weeks 8)
 - i. Contract employee submits self-evaluation.

- ii. Committee meets and reviews all pertinent areas of evaluation and evaluation materials.
 - iii. Committee decides upon employment recommendation for contract employee and, if the recommendation is a second or third contract, establishes a course of action by which the employee can improve in areas of weakness.
 - iv. Committee meets with contract employee to discuss the employment recommendation. If appropriate, the committee will recommend a course of action for instructional/professional improvement.
- d. WEEKS 17 – 18 (For 9-week courses, typically in weeks 7-9)
- Committee submits employment recommendation to the College/Campus President, along with copies of all pertinent documents.
- e. This timeline does not preclude a committee member's or administrator's right to visit a contract faculty member's classroom during the spring term should such be deemed necessary.

G. TIMELINE FOR THIRD-CONTRACT EMPLOYEES

1. YEAR 3

- a. WEEKS 1-5 (For 9-week courses, typically in weeks 1-3)
- Committee meets with contract employee to review calendar and activities for the year.
- b. WEEKS 6 – 13 (For 9-week courses, typically in weeks 3-7)
- i. Classroom visitations made by committee members.
 - ii. Student questionnaires are administered (no earlier than 6th week). Student questionnaire results shall be provided to contract employee prior to week 14 (for 9-week courses, prior to week 8).
 - iii. Contract employee submits list of professional activities.

- c. WEEKS 14 – 20 (For 9-week courses, typically in weeks 7-10)
 - i. Contract employee submits self-evaluation.
 - ii. Committee meets and reviews all pertinent areas of evaluation and evaluation materials.
 - iii. Committee meets with contract employee to present and discuss progress report and, if appropriate, a professional improvement plan.
- d. WEEKS 20 – 35 (For 9-week courses, typically in weeks 10-18)
 - i. Committee conducts additional classroom visitations as deemed appropriate.
 - ii. Committee meets with contract employee to discuss the third-year evaluation.

2. YEAR 4

- a. WEEKS 1 – 5 (For 9-week courses, typically in weeks 1-3)
 Committee meets with contract employee to review calendar and activities for the year.
- b. WEEKS 6 – 13 (For 9-week courses, typically in weeks 3-7)
 - i. Classroom visitations made by committee members.
 - ii. Student questionnaires are administered (no earlier than 6th week). Student questionnaire results shall be provided to contract employee prior to week 14 (for 9-week courses, prior to week 8).
 - iii. Contract employee submits list of professional activities.
- c. WEEKS 14 – 15 (For 9-week courses, typically in weeks 7-8)
 - i. Contract employee submits self-evaluation.
 - ii. Committee meets and reviews all pertinent areas of evaluation and evaluation materials.

- iii. Committee decides upon employment recommendation for contract employee.
 - iv. Committee meets with contract employee to discuss the employment recommendation.
- d. WEEKS 16 – 17 (For 9-week courses, typically in weeks 8-9)

Committee submits employment recommendation to the College/Campus President, along with copies of all pertinent documents.

H. RIGHT TO GRIEVE

1. In the event there is a negative decision made regarding the granting of tenure, that to a reasonable person was unreasonable, or violated, misinterpreted, or misapplied, any policy or procedure concerning the evaluation of a contract (probationary) employee, the effected contract employee shall have the right to grieve such negative decision in accordance with the provisions of Education Code section 87610.1.
2. Allegations that the District, in a decision to reappoint a contract (probationary) employee, violated, misinterpreted, or misapplied any of its policies and procedures concerning the evaluation of contract (probationary) employees shall be classified and addressed as grievances in accordance with the provisions of Education Code section 87610.1.

I. RECONSIDERATION

In the event the arbitrator rules that the District must reconsider its decision not to grant tenure, the arbitrator's decision and findings of fact shall be served upon the Board of Trustees President or Secretary, along with all evidence, exhibits, documents, and briefs which were provided to the arbitrator. Either party may additionally submit a written argument, stating why the Board of Trustees should or should not grant tenure to the employee and stating the reasons therefore. Not later than 60 days after having been served the arbitrator's decision, the Board of Trustees shall determine upon reconsideration whether the decision not to grant tenure shall stand, or whether to grant tenure to the contract (probationary) employee. The decision of the Board of Trustees upon reconsideration shall be final in all respects and served on the employee.

Section 2: EVALUATION OF TEMPORARY FACULTY:

- A. Inclusion in the full-time faculty bargaining unit of temporary faculty who serve at least 75 percent of the academic year will not alter the employees' temporary status. Such

employment may be terminated at any time without regard to termination proceedings in this agreement or with respect to provisions in the Education Code concerning the termination of contract (probationary) or tenured (permanent) employees.

- B. Collective bargaining agreement, Article XIII, Sections 1(A)-1(C), 1(F)-1(I) and Section 3 will not apply to temporary faculty who serve at least 75 percent of the academic year.
- C. The evaluation criteria set forth in the collective bargaining agreement, Article XIII, Sections 1(D) and 1(E) will apply to temporary faculty who serve at least 75 percent of the academic year.
- D. The following provisions will apply to the evaluation of temporary faculty who serve at least 75 percent of the academic year:
 - 1. Temporary faculty will be evaluated (at least) as follows:
 - a. Their performance during their first semester of teaching or service.
 - b. Their performance during their second and/or third semesters of teaching or service.
 - c. Their performance over every six (6) semesters of teaching or service thereafter.
 - 2. The evaluation process of temporary faculty will include the following:
 - a. Classroom visitation(s) by peer reviewer and immediate supervisor or his/her designee. Visitation dates and times shall be scheduled within a three-week period announced to the temporary faculty member. (Both peer reviewer and evaluator need not be present during a visitation.);
 - b. Student questionnaires administered by peer reviewer or immediate supervisor. The student questionnaire results shall be provided to temporary faculty prior to week 14 (for 9-week courses, prior to week 8).
 - c. The results of the evaluation will be discussed with the temporary faculty member;
 - d. The evaluatee shall receive a copy of the final written evaluation;
 - 3. 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 3. EVALUATION OF REGULAR (TENURED) FACULTY:

A. PURPOSE

The purpose of the evaluation procedure of regular (tenured) faculty is to enhance the quality of education, to recognize outstanding performance, to enhance performance and to further the growth and development of faculty members, to identify areas of performance needing improvement and to assist faculty members in achieving improvement, and to maintain the educational quality and standards of the College District.

B. EVALUATION TEAM

1. The evaluation team shall consist of a peer reviewer and the immediate supervisor. The peer reviewer shall be selected by the immediate supervisor from a list of three names provided and in order of preference by the regular (tenured) faculty member being evaluated from the regular (tenured) faculty member's department or division (with prior approval from the immediate supervisor, the regular (tenured) faculty member may offer one or more names for peer review selection from a different department, division, and/or campus).
2. Except for persons who are in a need-to-know position, the evaluation process shall be confidential to the extent provided by law. An evaluation committee member may be removed from the committee by the District for a breach of confidentiality, a material breach of the contractual obligations of a committee member or a conflict of interest. The committee member who is removed shall be replaced in the same manner as committee members are selected. This provision is not subject to the grievance procedures. This provision shall be subject to appeal to the College/Campus President who shall render a final decision within five (5) working days.
3. The evaluation team shall meet a sufficient number of times during the evaluation period in order to formalize the evaluation plan, perform visitations, observations and review, and to discuss the results of the evaluation.

C. TIMELINE

1. The regular evaluation of tenured faculty shall take place at least once in every three academic years. More frequent evaluation may occur in the event job performance is less than acceptable.
2. The evaluation process will normally be completed within one semester.

3. The evaluation team and the regular (tenured) faculty member being evaluated shall endeavor to reach consensus on specific timelines (except as otherwise set forth in the evaluation provisions of this article) for visitations and observations, the administration of student questionnaires, the discussion of the results of the evaluation, and the procedures required in the evaluation process. In the event consensus is not reached regarding the timeline, the immediate supervisor shall determine the timeline to be used.

D. OTHER EVALUATION PROCEDURES

1. Duties and Responsibilities of Evaluation

Immediate supervisor conducts a “duties and responsibilities evaluation” in accordance with District Policy. The regular (tenured) faculty member will be evaluated on requirements such as holding classes, maintaining roster and attendance records, turning in grades, posting and holding office hours, and performing departmental/institutional duties such as attending meetings, serving on committees, advising students, etc.

2. Records Evaluation

Regular (tenured) faculty member shall submit classroom (or other appropriate) records for evaluation, including syllabi, course objectives for students, tests, grading criteria, etc.

3. Professional Activities Evaluation

Regular (tenured) faculty member shall submit a written record of professionally related activities such as conference/workshop attendance, staff development and participation, institutional/District committee participation, professional association memberships, scholarly publications, research, etc.

4. Self-Evaluation

Regular (tenured) faculty member shall submit to the committee a written evaluation of his/her job performance with respect to the criteria on which he/she is being evaluated.

5. Relevant Input for Outside of Formal Evaluation Process

- a. The committee will consider only complaints, concerns, or commendations that have been documented (signed, dated, and presented to supervisor or department chair) or verbal complaints, concerns, or commendations of a consistent, recurring nature.

- b. The regular (tenured) faculty member has the right to respond to any complaint or concern which the committee is considering as part of the evaluation process.

E. EVALUATION CRITERIA

1. STUDENTS

- a. Responsive to the educational needs of students by exhibiting awareness of and sensitivity to the following:
 - i. Diversity of cultural backgrounds, gender, age, and lifestyles;
 - ii. Variety of learning styles;
 - iii. Student goals and aspirations.
- b. Concern for student rights and welfare.
- c. Respect for the opinions and concerns of students.
- d. Willingness and availability to assist students.

2. PROFESSIONAL RESPONSIBILITIES

- a. Participation in departmental, college, or related activities.
- b. Maintenance of ethical standards in accordance with American Association of University Professors (AAUP) ethical standards statement (1940; revised 1987).
- c. Maintenance of workable relationship with colleagues.
- d. Demonstrates commitment to the profession (Code of Ethics).

3. CLASSROOM TEACHING

- a. Knowledge of subject matter.
- b. Awareness of current developments and research in field.
- c. Demonstration of effective communication with students.
- d. Effective use of teaching methods appropriate to subject matter.

- e. Institutionally approved course outline.
- f. Evidence of course objectives being met through evaluation of student work that measures those objectives, through tests and examinations, written assignments, oral responses, etc.
- g. Maintenance of classroom records in accordance with District Policy.
- h. Evaluation of student progress in keeping with the course objectives and institutionally adopted course outlines.

4. COUNSELORS

- a. Evidence of appropriate counseling techniques as designated by review of student educational plans, career test interpretations, etc.
- b. Maintenance of counseling session records in accordance with District Policies.
- c. Effective use of counseling methods appropriate to student need.
- d. Knowledge of subject matter.
- e. Awareness of current developments and research in the field.
- f. Demonstration of effective communication with students.
- g. Demonstration of respect for all students through the development of a warm and accepting environment.
- h. Maintains confidentiality of the counseling session.

5. LIBRARIANS

- a. Knowledge of library usage.
- b. Awareness of current developments and publications in the field.
- c. Demonstration of effective communication with students and faculty.
- d. Effective use of research methods appropriate to faculty and student needs.

- e. Awareness of college curricula.
- f. Maintenance of appropriate records.

6. NURSES

- a. Knowledge of subject matter.
- b. Awareness of current development and research in the field.
- c. Effective communication with students.
- d. Effective use of nursing procedures.
- e. Evidence of appropriate nursing objectives which are met through a student evaluation of services.
- f. Appropriate maintenance of student records which protect the confidentiality of all service users.
- g. Evaluation of student's progress in keeping current with nursing protocols and public health procedures.

7. COORDINATORS

Shall be evaluated on the basis of their duties and responsibilities statement.

F. EVALUATION PROCESS:

1. A peer reviewer shall be selected during the first three weeks of the evaluation semester.
2. Typically by the fourth week of the semester, the regular (tenured) faculty member, peer reviewer, and immediate supervisor shall meet to discuss and agree upon the evaluation plan. If consensus cannot be reached, the immediate supervisor, Vice President of Instruction, Vice President of Student Services, or Vice President of Instruction and Student Services and peer reviewer shall determine the plan to be used by majority approval. The evaluation plan shall consist of evaluation procedures and criteria from Article XIII, Sections 3(D) and 3(E) which may include, but are not limited to:
 - a. educational discussions with peers and/or immediate supervisor
 - b. classroom visitations and observations
 - c. video taping of class sessions

- d. peer review
 - e. written and/or oral student evaluations of the unit member
 - f. appropriate service or activities
3. Student questionnaires are a required part of evaluation, to be administered by an evaluation team member to students in two different courses, or in two sections of the same course if unit member teaches only one course. All student questionnaire results shall be made available to the evaluation committee and the regular (tenured) faculty member prior to week 14 (for 9-week courses, prior to week 8).
 4. Between the 6th and 14th weeks (for 9-week courses, between the 3rd and 8th), the evaluation plan is typically carried out and completed.
 5. At the completion of the evaluation process, the regular (tenured) faculty member, peer reviewer, and immediate supervisor shall meet to discuss the results of the evaluation, including the peer written review, student evaluation, regular (tenured) faculty member self-evaluation, and the immediate supervisor's evaluation, as well as suggestions for improving the performance of the regular (tenured) faculty member and, if appropriate, develop a plan for improvement to be monitored by the members of the committee. The plan for improvement shall be articulated in writing that clearly identifies: (1) areas of deficiency from Article XIII Section 3(D) and 3(E); (2) objectively observable behaviors to correct areas of deficiency; and (3) specific timeline to correct areas of deficiency. The regular (tenured) faculty member being evaluated may offer his/her own additional performance assessment to be incorporated into the plan for improvement.

The summary written evaluation report shall be prepared by the immediate supervisor. The summary evaluation shall take into account the peer reviewer's written report as well as the results of each of the evaluation procedure and criteria.

The unit member shall have the opportunity to comment on the results of the written summary evaluation report and have any written comments attached to the written evaluation report which shall thereafter be forwarded to the College/Campus President through the Vice President of Instruction, Vice President of Student Services or Vice President of Instruction and Student Services.

G. AUGMENTED EVALUATION:

In the event the immediate supervisor or peer reviewer indicates unacceptable job performance through a negative summary evaluation, the regular (tenured) faculty member may appeal the evaluation to the augmented team within ten (10) working days. The augmented team will consist of the original team plus one other regular (tenured) faculty member selected by the faculty member being evaluated and one additional administrator.

1. If the regular (tenured) faculty member appeals the negative evaluation, the augmented team will determine whether the negative evaluation finding was warranted. If the negative evaluation is upheld, or if the regular (tenured) faculty member does not appeal, the regular (tenured) faculty member will continue being evaluated by the augmented team until his or her job performance reaches at least a minimally acceptable level, upon which time he or she will return to the regular evaluation cycle, or a determination is made by the District to discharge the regular (tenured) faculty member.
2. The augmented evaluation process will provide ongoing assistance to and evaluation of regular (tenured) faculty members whose job performance must improve to assure continued employment with the District.

Section 4. CLASS ADVANCEMENT SALARY SCHEDULE:

- A. In accordance with salary schedule and unit requirements, the evaluation of requests for class advancement shall be made by the respective campus evaluation committee.
 1. Each College President shall designate an administrator, in addition to the one serving on the campus evaluation committee, who will prepare a thorough analysis of all classification advancement requests before presentation to the committee. This administrator also will have the responsibility of obtaining proper documentation and insuring that these supportive documents are retained in appropriate college files following committee action.
 2. Each campus committee shall consist of one (1) administrator from each college (to be appointed by the College President) and one (1) faculty member from each division at Fresno City College and one (1) faculty member from four (4) different departments at Reedley College. The faculty members shall be selected for the respective college committees by the Academic Senate President at Fresno City College and by the Academic Senate President at Reedley College. Each committee shall elect a faculty member to serve as chairperson.
- B. A unit member anticipating a change in class placement must file a "Letter of Intent" by May 1 of the preceding college year with the administrator designated by the college president to assist the committee.
- C. As proof of completion, official transcripts or other written supporting evidence must be submitted to the designated administrator no later than the Wednesday immediately preceding the first (1st) day of instruction for the year for which the change in salary placement is requested. In the event that the written supporting evidence is not available by the deadline, a notarized statement by the individual concerned on a form provided by the college may be submitted to, and accepted by, the committee on or before the deadline date. However, a

subsequent downward adjustment will be made in the unit member's pay sufficient in amount to offset any prior overpayment if the unit member is not able to provide evidence substantiating his/her claim by the first (1st) school day of the second (2nd) full month of instruction of the fall semester. A statement indicating the unit member's knowledge of this downward adjustment provision shall be included on the notarized statement form.

- D. Committee recommendations for salary class advancements shall be forwarded to the office of the president by Wednesday of the first (1st) week of instruction for his/her review and comment and for filing with the Office of the Chancellor by Wednesday of the second (2nd) week of instruction.
- E. All recommendations for salary schedule class advancement must receive final approval from the Chancellor or his/her designee.
- F. When a faculty member qualifies for a new class, placement in that class will be without loss of annual increment.
- G. Salary Advancement Unit Requirements:

The following regulations pertain to units to be used for class advancement on the certificated salary schedule:

- 1. Units of credit for upper-division and graduate courses from accredited colleges and universities in the unit member's teaching field or other professional assignment may be submitted for a class advancement without obtaining prior approval.
- 2. Units of credit for upper-division and graduate courses from accredited colleges and universities outside of the unit member's teaching field or other professional assignment submitted for a class advancement must have the prior approval of the campus evaluation committee.
- 3. Lower-division units:
 - a. Lower-division units may be applied to salary class advancement only when prior approval has been obtained and the particular units are one of the following: [1] required for a credential or degree fulfillment, [2] required in connection with preparation for a specific institutional assignment, [3] part of an in-service training program, or [4] recognized by the Campus Evaluation Committee as contributing to the unit member's effectiveness in his/her assignment.

- b. In order to obtain prior approval for any lower-division course work, each applicant must submit to the campus evaluation committee the proper application form. Not more than twenty percent (20%) of the units required for advancement from one column to the next may be lower-division units in any case.
4. In addition to total unit requirements, over one-half (1/2) of the total number of units required for placement on a particular salary schedule class must be in the unit member's teaching field or appropriate to his/her professional assignment.
5. Even when they may not carry college credit, National Science Foundation, Industrial Institutes, factory training, and other appropriate courses may be counted for credit for class advancement if, prior to the onset of the course, approval by the campus evaluation committee has been obtained and the committee has determined how much credit for salary advancement purposes shall be granted. Other than exceptional circumstances, approved in advance by the Chancellor or his/her designee, not more than twenty percent (20%) of the units required for advancement from one column to the next may be units that fit in this category.

Section 5. SPECIAL ASSIGNMENTS:

Work week is defined in Article XII, Section 5. WORK WEEK.

A. Counselors

1. The basic work year of the counseling staff shall consist of the same number of duty days assigned to the full-time teaching staff.
2. The number of additional days, if any, to be worked by each counselor on an extended-contract basis shall be determined by management after consultation with the counselor.
3. The work week shall consist of thirty-five (35) hours of assigned duty which may include committee assignments, faculty senate, other college-related meetings, research and orientation, counseling appointments, teaching responsibilities, if assigned, staff development activities, and/or any other professionally related activities as authorized and/or directed by the administration. Assignments shall be consistent with the approved statements of duties and responsibilities for each position.
4. Counselors who have teaching responsibilities as part of their contract assignments shall have the thirty-five (35) hours of assigned duty time reduced by an average of two (2) hours per week over the period of a semester for each lecture hour equivalent

(LHE) taught. (For example, a counselor teaching one (1) section of a one (1) unit Guidance Studies course for two (2) hours a week for a nine (9) week period shall average thirty-three (33) hours per week of other assigned duty time during the semester in addition to his/her teaching assignment.)

5. Duty days and hours shall be assigned by management after consultation between the counselor and the administration with consideration of the unit member's concerns.

B. Librarians:

1. The basic work year of the library staff shall consist of the same number of duty days assigned to the full-time teaching faculty.
2. The number of additional days, if any, to be worked by each librarian on an extended contract basis shall be determined by management after consultation with the librarian.
3. The work week shall consist of thirty-five (35) hours of assigned duties which may include teaching responsibilities, if assigned, scheduled professional meetings, staff development activities, and/or other professionally related activities as authorized and/or directed by the administration.
4. Librarians who have teaching responsibilities assigned as part of their contract assignments may have thirty-five (35) hours of duty time reduced by an average of two (2) hours per week over the period of a semester for each lecture hour equivalent (LHE) taught. (For example, a librarian teaching one (1) section of a library science course for three (3) hours a week for a semester shall average twenty-nine (29) hours per week of other assigned duty time in addition to his/her teaching assignment.)
5. Duty days and hours shall be assigned by management after consultation between the librarian and the administration with consideration of the unit member's concern.

C. College Nurses:

1. The basic work year of the college nursing staff shall consist of the same number of duty days assigned to the full-time teaching faculty.
2. The number of additional days, if any, to be worked by each college nurse on an extended contract basis shall be determined by management after consultation with the college nurse.

3. The work week shall consist of thirty-five (35) hours of assigned nursing duties, office hours, scheduled professional meetings, staff development activities, and other appropriate professional activities as authorized and/or directed by management.
4. Duty days and hours shall be assigned by management after consultation with the individual college nurse affected with consideration of the unit member's concern.

D. Career and Technology Center:

1. The basic work year for the Career and Technology Center instructional staff shall be the same as for other full-time teaching faculty members. The number of additional duty days to be worked on an extended-contract basis shall be determined by management after consultation with the individuals affected.
2. The work week shall consist of thirty-five (35) assigned duty hours which may include instructional activities not to exceed thirty (30) hours per week, and/or any other professionally related activities as authorized and/or directed by management, such as meetings scheduled by the administration, staff development activities, faculty consultations, and student consultations with community agency representatives.
3. Duty days and hours will be assigned by management after consultation with the individual affected, with consideration of the unit member's concerns.

E. Tutorial Instructors:

1. The basic work year of the Tutorial Center instructional staff shall consist of the same number of duty days assigned to full-time teaching faculty members.
2. The number of additional days, if any, to be worked by tutorial instructional staff members on an extended-contract basis shall be determined by management after consultation with the individual affected.
3. The work week shall consist of thirty-five (35) hours of assigned duty which may include teaching responsibilities, staff development activities, meetings, faculty consultations, and/or any other professionally related activities as authorized and/or directed by management. Assignments shall be consistent with the approved statements of duties and responsibilities for each position.
4. Duty days and hours will be assigned by management after consultation with the individual affected, with consideration of the unit member's concerns.

F. Coordinators:

1. It is acknowledged by the Federation and the District that coordinators are part of the bargaining unit. Coordinators are unit members who assist in specific programs but are not considered management employees and perform no significant responsibilities for formulating district policies and administering district programs.
2. The basic work year of the coordinators shall consist of the same number of duty days assigned to the full-time teaching faculty.
3. The number of additional days, if any, to be worked by each coordinator on an extended-contract basis shall be determined by management after consultation with the coordinator.
4. The work week shall consist of thirty-five (35) hours of assigned duties which may include teaching responsibilities, if assigned, scheduled professional meetings, staff development activities and/or other professionally related activities as authorized and/or directed by the administration.
5. Coordinators who have teaching responsibilities assigned as part of their contract assignments may have thirty-five (35) hours of duty time reduced by an average of two (2) hours per week over the period of a semester for each lecture hour equivalent (LHE) taught. (For example, a coordinator teaching one (1) section of a course for three (3) hours a week for a semester shall average twenty-nine (29) hours per week of other assigned duty time in addition to his/her teaching assignment.)
6. Duty days and hours shall be assigned by management after consultation between the coordinator and the administration, with consideration of the unit member's concerns.

Section 6. EXTENDED CONTRACT SALARY FORMULA:

The determination of salary for Salary Schedule "A" personnel on extended contracts shall utilize the following formula:

$$P + (D)(N) = T$$

P = Annual salary figure shown for Salary Schedule "A" placement.

D = Per diem rate of pay for Salary Schedule "A" placement.

N = Number of duty days assigned beyond the number of duty days in the academic year.

T = Total extended contract salary.

Section 7. FACULTY RIGHTS:

Individual members have the right of consultation with the immediate supervisor on matters relating to the members' teaching assignment, instructional program changes, analysis and/or evaluation of instructional programs, and the educational direction of their department and institution.

Section 8. TRANSFER AND REASSIGNMENT:

A. Voluntary Transfer:

1. A voluntary transfer is initiated by the unit member.
2. Any regular (tenured) faculty member may request a transfer from one (1) college to another college or North Centers, or from the North Centers to another college where his/her training, experience, skills, degrees and/or credentials coincide with the requirements of a vacant position.
3. Applications for transfer will be considered for vacancies before other outside applicants. The District will post vacancies at District sites as well as on the District website and intranet.
4. A regular (tenured) faculty member may transfer within the District to a vacant faculty position for which he or she is qualified once all of the following conditions occur and are completely satisfied:
 - a. Job announcements shall be posted for transfer through the District's bulk e-mail for a five (5) calendar-day period.
 - b. Transfer applicants shall submit to the Human Resources Department a letter containing why they wish to transfer to the posted vacancy and an updated resume, within that five (5) day posting period.
 - c. Following an interview with each applicant and within ten (10) days of receipt of the files from Human Resources, the department shall reach one of the following recommendations regarding the applicants:
 - i. acceptance of request to transfer
 - ii. rejection of request to transfer
 - iii. consideration to include applicant in the pool along with all other applicants.

Each applicant shall be notified by the appropriate administrator.

- d. The transfer request is preliminarily approved by both the department and the immediate supervisor for the department in which the position is available.
 - e. If the immediate supervisor does not accept the departmental recommendation, he/she will meet and notify the department of the reason or reasons.
 - f. The transfer request is forwarded for approval to the office of the relevant College/Campus President.
 - g. A suitable replacement is found for the position being vacated by the applicant.
5. Any such transfer shall be considered permanent only upon the completion of each and every condition precedent stated above.
 6. The District reserves the right to open to outside applicants any subsequent full-time position resulting from the transfer.
 7. Any unit member accepted by another college or center will be permitted to make the transfer when a suitable replacement is found. Any such transfer shall be considered permanent.

B. Involuntary Transfer:

1. An involuntary transfer is initiated by the District, and shall not be done capriciously or as a punitive action.
2. Where the District finds it necessary to transfer an employee from one college to another, qualified volunteers will be sought. Where there are no qualified volunteers, the District will determine which qualified person is to be transferred.
3. Transferees involuntarily transferred from one college to another to meet District needs shall be returned to the original college, upon request, to fill a vacancy which occurs for which the transferee is deemed qualified.
4. If a split assignment between campuses is made to a unit member and that split assignment requires the unit member to travel additional miles, the District will pay mileage for travel for the additional miles.

Section 9. USE OF FACILITIES:

Unit members may use District physical education facilities during regular work hours when the facilities are not in use for classes, athletic events, or authorized special events, provided the facility

is open or an authorized District employee is available "to open and secure" the facility. Unit members will be required to abide by institutional rules in effect at each campus.

Section 10. ACADEMIC ATTIRE:

Academic attire required by the District for unit members to wear at the graduation ceremony shall be provided at District-expense. Academic attire includes cap, gown and hood.

Section 11. PERSONNEL RECORDS:

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 by the person 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. The unit member may be accompanied by a Federation representative, if desired, or a Federation representative may inspect such materials individually at the request of the unit member.

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 given an opportunity to respond.

An employee is entitled to know the identity or source of all such complaints. (Any retaliatory action shall be deemed to be unprofessional conduct.)

The unit member shall acknowledge that such material 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 signified only that the material has been read and does not indicate agreement with its contents.

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.

The content of material in personnel files shall not be subject to Article XVI, Grievance and Arbitration Procedure of this Agreement.

During the 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 District Board Policy and Administrative Regulations)

The official files for all personnel shall be housed and maintained at the District office, except that files containing official evaluations, job-performance related data, directives, complaints, and other personal communications will be located in the college/campus president's office.

Materials being held out of a personnel file due to a grievance may be submitted as evidence in a punitive action. No other performance evaluation materials outside the personnel file may be used as evidence in a punitive action.

Personnel files for certificated personnel shall be maintained by the District Office.

The following material should be obtained for, and retained in, all certificated/academic personnel files located in the District Human Resources Office:

1. Initial employment records

Application

Official transcripts of academic records

Transcript evaluation form

Pre-employment confidential materials, including:

a) Interview reports

b) Placement office papers

c) Letters of recommendation

Health verification documents

Verification of related work experience

Copies of credential documents

Certificated/academic employment recommendation form (P22)

Offer of employment letter

Original signed contracts and employment agreements

Leaves of absence approval documents

Copies of early retirement agreements

Sick leave transfer letters

Periodic evidence of chest x-ray or approved intradermal tuberculin test

Notices of employment

2. Salary schedule classification advancement information

Petition for advancement

Supportive documents

Action on petition

The following materials should be retained in certificated/academic personnel files located in the college/campus president's office:

1. Evaluations and other correspondence related to job performance, including professional growth reports.
2. Directives and other personal communications.
3. Written complaints and commendations.
4. Employee response to written complaints.

For any of the preceding materials not contained within existing files, only those which are considered essential will be required to be added to these files.

**ARTICLE XIV-A
LEAVES WITH PAY**

Section 1. SICK LEAVE PROVISIONS:

A. Sick Leave:

1. Sick leave for a unit member's illness or injury shall be granted to each unit member as follows:

<u>Annual Duty Days</u>	<u>Days of Sick Leave Accrued Annually</u>
220-229	12.0
210-219	11.5
200-209	11.0
190-199	10.5
177-189	10.0

2. Earned sick leave which is not used may be accumulated indefinitely from one (1) year of service to the next and may be used as required during such subsequent years of service.
3. Sick leave usage shall be calculated based on percent of scheduled day missed including scheduled office hour(s), if applicable. Percent of day should be calculated to the nearest hundredth.

If a unit member was assigned and missed a class that is calculated as an overload assignment due to illness or injury, unit member shall use his/her accumulated Schedule C sick leave.