

AGREEMENT BETWEEN
REDWOODS COMMUNITY COLLEGE DISTRICT
AND
COLLEGE OF THE REDWOODS FACULTY ORGANIZATION

Effective July 1, 2013 through June 30, 2016

This agreement is the result of collegial negotiations involving administrative representatives of the Redwoods Community College District and faculty representatives of the College of the Redwoods Faculty Organization. Working as a single team, these representatives participated in many hours of formal negotiation conducted according to the Center for Collaborative Solutions principles of interest-based collective bargaining. The negotiation team wishes to acknowledge the efforts of everyone involved in making this agreement possible.

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ARTICLE I
PREAMBLE

- 1.1 This is an agreement between the Redwoods Community College District (hereinafter referred to as "District") and the College of the Redwoods Faculty Organization (hereinafter referred to as "CRFO" or "Organization") with the intent of enumerating the rights and responsibilities of the District and the Organization during the period of this agreement.
- 1.2 The District and CRFO shall meet and negotiate regarding matters that arise during the period of this agreement that are within the mandatory scope of representation specified in Government Code 3543.2.
- 1.2 The language in this agreement shall prevail in the event there is a conflict between a provision(s) of this agreement and District policies, regulations, or procedures.
- 1.4 For the purposes of this agreement, the term "faculty" and "faculty member(s)" refers to full-time faculty. Associate faculty are identified if included in an article or section of the agreement. The term "employee(s)" refers to faculty and associate faculty.

ARTICLE II
RECOGNITION

- 2.1 The District hereby recognizes that CRFO is the exclusive representative for the employees in the representation unit, which is composed of all faculty and associate faculty.

ARTICLE III
WAGES AND WORKING CONDITIONS

3.1 Definitions:

- 3.1.1 Fiscal Year – July 1 of any year through June 30 of the following year.
- 3.1.2 Calendar Year – January 1 through December 31.
- 3.1.3 Academic Year – The combination of the fall and spring semesters of any fiscal year, excluding the intervening winter and summer sessions, totaling 175 instructional days.

3.2 Minimum Class Size:

- 3.2.1 Minimum class size shall be twenty for all lecture, laboratory, and seminar classes.
- 3.2.2 Independent study and research classes are not subject to this minimum.
- 3.2.3 Exceptions to this minimum may be authorized by the Vice President, Instruction and Student Services or designee as assigned by the President/Superintendent. Exceptions may include but are not limited to courses required for graduation; courses required in a major or in career subject areas; courses offered irregularly based on enrollment and need, limited classroom or laboratory facilities, campus size, and geographical location; experimental or pilot programs; statutory and state regulations mandating class size; and a class of unanticipated small size as an unassignable part of the faculty member's regular load.

3.3 Workload Measures:

- 3.3.1 Faculty: All faculty are expected to participate in convocation activities, which will be held on a maximum of two weekdays immediately prior to the first day of fall semester classes. All faculty are also expected to participate in their campus commencement exercises, which will be held within eight calendar days following the end of the spring semester final examination week.

The workload of teaching faculty is measured in Teaching Load Units (TLUs) computed as follows for each course taught:

$(1.5) \times (\text{Semester Credit Units of Lecture Courses}) + (3.0) \times (\text{Semester Credit Units of Laboratory Courses})$.

Nursing clinical labs will be compensated at the rate of 1.25 TLU's per course unit.

- 3.3.1.1 The standard workload for teaching faculty is 22.5 TLUs per semester or 45.0 TLUs per academic year, which is sufficient to meet the minimum of 1050 annual hours as required by Education Code 22138.5(c)(1).

- 3.3.1.2 The workload for nonteaching faculty is measured in work hours. The standard workload for nonteaching faculty is 1,204 work hours during the year and will not exceed 35 hours/week. Unless otherwise mutually agreed to by the faculty member, the department faculty, and the administration, work hours for nonteaching faculty will not be scheduled on weekends or holidays.

Unless otherwise mutually agreed to by the faculty member, the department faculty, and the administration, work hours for nonteaching faculty appointed prior to August 1, 1992, will be scheduled between August 15 and Commencement. By similar mutual agreement, a maximum of 35 hours of the 1,204 work hours may be scheduled outside of this time period. These 35 hours or portion thereof will be scheduled on a minimum of two consecutive weekdays.

The work hours of nonteaching faculty appointed after August 1, 1992, will be 1204 hours and must not be scheduled in more than 190 weekdays over the fiscal year unless mutually agreed to by the non-teaching faculty and his/her immediate Administrator.

The annual work schedule for nonteaching faculty will be established by April 15 of the previous fiscal year.

- 3.3.2 Associate Faculty: Associate faculty will not be assigned a teaching load in excess of 80 percent of a full-time equivalent in any semester or 67 percent of a full-time equivalent workload in any academic year.
- 3.3.3 Summer session and Intersession do not count towards the 67% load limit for Associate Faculty in accordance with Ed Code 87474.

Clinical nursing Associate Faculty will be exempt from the above two contract sections and instead be governed by California Ed Code Section 87482 subdivision b and c.

- 3.4 Academic Calendar: The academic calendar will be negotiated annually by CRFO and the administration and agreed to by December 15 under the following procedure:

3.4.1 While negotiating the calendar in any given year the negotiation team will also create a draft calendar for the second year out.

3.4.2 On or before October 1 of each year, CRFO will request in writing to initiate the process for academic calendar negotiations.

3.4.3 Definitions –

3.4.3.1 Current Academic Calendar – Calendar for the current year.

3.4.3.2 Proposed Academic Calendar – Calendar for the next year.

3.4.4 Draft Proposed Academic Calendar – Calendar intended to become the next year's proposed calendar.

	2012-2013	2013-2014	2014-2015	2015-2016
Current Year	Calendar	Calendar	Calendar	Calendar
Next Year	Proposed	Proposed	Proposed	Proposed
Year after Next	Draft Proposed	Draft Proposed	Draft Proposed	Draft Proposed

3.4.5 Process

3.4.5.1 Designate “Draft Proposed Academic Calendar” as “Proposed Academic Calendar”.

3.4.5.2 Review the “Proposed Academic Calendar” to correct technical errors and negotiate changes to ensure legal compliance.

3.4.5.3 Designate the “Proposed Academic Calendar” as the following year’s “Academic Calendar.”

3.4.5.4 On mutual agreement changes beyond legal or technical compliance may be negotiated to the “Academic Calendar”.

3.4.5.5 Negotiate a new “Draft Proposed Academic Calendar”.

3.4.5.6 The RCCD and CRFO will agree on an “Academic Calendar” and a “Draft Proposed Academic Calendar” by November 15 of each year.

3.4.5.7 If agreement cannot be reached on either the “Academic Calendar” or “Draft Proposed Academic Calendar” by November 15, parties will contact the State Mediation and Conciliation service and ask for a mediator to be assigned.

3.4.5.8 The next year’s “Academic Calendar” will be forwarded to the President no later than December 15. If negotiations on changes beyond legal and technical compliance issues are not completed by December 15, then the “Academic Calendar” created in step III will be forwarded to the President.

3.4.5.9 Upon mutual agreement RCCD and CRFO may continue to negotiate the “Draft Proposed Academic Calendar” beyond the December 15 deadline. When complete the “Draft Proposed Academic Calendar” will be forwarded to the President.

3.4.5.10 The “Academic Calendar” will be sent to the Board of Trustees for approval pursuant to board policy.

3.5 Temporary Assignment Changes: Temporary changes (of one year or less) in an individual faculty member's work year may be made by the appropriate Vice President, or designee as assigned by the President/Superintendent with the voluntary consent of the faculty member involved. Permanent changes in a faculty member's work year must be negotiated with CRFO.

- 3.6 For the purposes of calculating wages, fee-based, non-FTES-generating classes and noncredit contract classes are excluded from this section of the agreement.
- 3.7 Teaching Faculty with Underloads: If a faculty member does not have a full teaching load because classes are cancelled or are not available, the following options shall be available:
- 3.7.1 The faculty member may elect to withdraw accumulated and banked TLUs sufficient to make up a full load. Banked TLUs may not be used to obtain overload.
- 3.7.2 The faculty member may elect to make up the underload within three (3) semesters by teaching additional classes beyond his or her normal class load or regular obligations. Non-teaching hours will be converted to TLUs using the formula established in Section 3.14.
- 3.7.3 If there remains an underload the faculty member and his/her supervisor will determine, subject to approval of the Vice President, Instruction and Student Services or designee by President/Superintendent, additional activities to meet the faculty member's workload obligation within three (3) semesters. This agreement may include activities that he/she is qualified to perform outside the faculty member's academic discipline, and must be processed through SARTCO to ensure that the workload is equivalent to the underload TLU's
- 3.8 While faculty assignments will not normally be changed after the beginning of a semester, except in cases of low enrollment or underloads, the District reserves the right to change assignments during the semester upon a reasonable determination by the District that such a change is necessary to protect the integrity of instruction, the effectiveness of college operations, or the health and safety of students, faculty, and staff. The administrator must communicate to the faculty member the reasons for the reassignment. The faculty member shall receive written rationale upon request.
- 3.9 Additional Faculty Responsibilities:
- 3.9.1 Student Consultation: A regular part of a faculty member's assignment is to provide guidance and advice to students throughout the academic year. Student consultation hours are part of a faculty member's professional responsibility.
- 3.9.2 Student Learning Outcomes, Program Learning Outcomes, and Assessment: A regular part of a faculty member's assignment is to participate in the program development and assessment of student learning outcomes and program learning outcomes. Faculty members are responsible for ensuring that course outlines of record are current and reflect effective practices for outcomes and assessment.
- 3.9.3 In addition to his/her regular assignment, a faculty member is expected to engage in at least two college service activities as part of his/her professional responsibilities. Committees/activities approved to meet these requirements are as follows:
- List of Committees compiled by the Academic Affairs Office
 - List of Committees compiled by the Academic Senate
 - Accreditation committees
 - Personnel hiring/screening committees

- Committees or other assignments established by the Vice Presidents.
- Committees/activities approved by mutual consent of CRFO and the District.
- Lead Faculty as determined by faculty at the education centers.

3.10 Additional Associate Faculty Responsibilities:

- 3.10.1 A regular part of an associate faculty member's assignment is to provide guidance and advice to students throughout the academic year.
- 3.10.2 Student Learning Outcomes, Program Learning Outcomes, and Assessment: While under contract, a regular part of an associate faculty member's assignment is to participate for up to one hour per contract term in the development and assessment of student learning outcomes and program learning outcomes. Associate Faculty will be compensated a flat rate of \$20 for this hour. When the District determines that an outcome or assessment project will require more than one hour of participation during a contract term, compensation will be made available through the Stipend & Reassigned Time Committee (SARTCO) request process.

3.11 Initial Placement of Faculty Whose Employment Agreement Begins after June 30, 2001:
Placement of all faculty will be determined by Class (column) and Step as described below:

- Class I – without a Master's Degree
 Class II – Master's Degree
 Class III – Master's Degree plus 50 units beyond a Bachelor's Degree
 Class IV – Master's Degree plus 70 units beyond a Bachelor's Degree or earned Doctorate Degree

- 3.11.1 For all Classes, all degrees and units must be from regionally accredited (or equivalent) institutions of higher education.
- 3.11.2 For Classes III and IV, all units beyond a Bachelor's Degree must be upper-division or graduate-level semester units (or equivalent) earned subsequent to the granting of the Bachelor's Degree.
- 3.11.3 Up to five steps may be credited to a faculty member for full-time, non-teaching, professional experience and will be computed as follows: One step for each two years of experience.
- 3.11.4 Up to five steps may be credited to a faculty member for prior teaching experience.
- 3.11.4.1 Credit for college teaching experience will be computed as follows:
- One step for each one year of experience.
- 3.11.4.2 Credit for high school teaching experience will be computed as follows:
- One step for each two years of experience.
- 3.11.5 For any initial placement, no matter the combination, maximum placement is Step 5
- 3.11.6 Documentation that may affect initial placement must be submitted within 30 days of signing the initial Employment Agreement.

3.12 Placement of all associate faculty will be determined by Class (column) and Step as described below:

Class 0 – Below Class I

Class I – Bachelor's Degree plus 8 years of relevant professional experience

Class II – Master's Degree

Class III – Master's Degree plus 50 units beyond a Bachelor's Degree

Class IV – Master's Degree plus 70 units beyond a Bachelor's Degree or earned Doctorate Degree

3.12.1 For all Classes, all degrees and units must be from regionally accredited (or equivalent) institutions of higher education.

3.12.2 For Classes III and IV, all units beyond a Bachelor's Degree must be upper division or graduate level semester units (or equivalent) earned subsequent to the granting of the Bachelor's Degree.

3.12.3 Initial placement of associate faculty will be in Step 1 in Classes 0, I, II, III or IV. However, one additional step may be credited to associate faculty members with more than one full-time equivalent year of prior college teaching experience from an accredited institution. The maximum initial placement for associate faculty is Step 2.

3.12.4 Documentation that may affect initial placement must be submitted within 30 days of signing the initial Employment Agreement.

3.12.5 Each Step increase requires the completion of an additional 45 TLUs.

3.13 Salary:

3.13.1 Faculty:

3.13.1.1 Except as provided below, Faculty members will be paid an annual salary based on education and experience, according to the faculty salary schedule (Schedule A). Contractual changes to the faculty salary schedules agreed to for a given fiscal year become effective with the beginning of the fall semester.

In light of the District's economic condition, a revised salary schedule will be established effective July 1, 2013 (Schedule A-1), which reflects an 8.7% reduction in each cell of Schedule A. In an effort to track and restore reduced wages, Schedule A-1 will be eliminated once the 8.7% reduction has been restored through the restoration triggers set forth in Article 3.13.3.3, after which Schedule A will become the effective schedule.

3.13.1.2 Salary for faculty will be paid in twelve equal installments. Payments will be made at the end of each month of the fiscal year, on the last day that the central administrative office of the District is open for business. The balance of the annual installments will be paid by the end of June.

3.13.2 Associate Faculty: Associate faculty will be paid per TLU based on the associate faculty salary schedule:

3.13.2.1 Except as provided below, associate faculty will be paid according to Schedule B, which is based on a TLU rate and is at least 66 percent parity of the Faculty Salary Schedule A (Total Amount). In light of the District's current economic condition, a revised salary schedule will be established effective July 1, 2013 (Schedule B-1), which reflects an 8.0% reduction in each cell of Schedule B.

3.13.2.2 In an effort to track and restore reduced wages, Schedule B-1 will be eliminated once 8.0% is restored through the triggers (as defined in 3.13.3.3), thereafter Schedule B will become the effective schedule.

3.13.2.3 Hourly Lecture Rate: Placement on the associate faculty salary schedule, divided by 12.

3.13.2.4 Hourly Lab Rate: Placement on the associate faculty salary schedule, divided by 18.

3.13.2.5 Hourly Counselor Rate: Placement on the associate faculty salary schedule, divided by 21.6.

3.13.3 Schedule Advancement and Restoration Triggers:

3.13.3.1 Step Advancement. Faculty will advance one step per year of paid service with the District.

3.13.3.2 Class Advancement. With appropriate further education, faculty shall advance to a higher class.

3.13.3.3 Triggers:

3.13.3.3.1 Beginning July 1, 2013, if the Chancellor's Office Advanced Apportionment Report or quarterly CCFS311 provided to the governing board at a public meeting during a fiscal year indicates that the funding per FTES, has increased by more than 1.6% and there is a minimum 6% general fund reserve, the percentage above 1.6% shall be used to increase the faculty and associate faculty salary schedules pro-rata until such time as the 8.7% and 8.0% reductions for faculty and associate faculty are restored and Schedules A-1 and B-1 (see Articles 3.13.1.1 and 3.13.2.1) are replaced by Schedules A and B, respectively.

3.13.3.3.2 In addition to the trigger in Article 3.13.3.3.1, in years in which there is a minimum 6% unrestricted general fund reserve and the Chancellor's Office Advanced Apportionment Report or quarterly CCFS311 reports indicate that funding per FTES has increased by more than 1.6%, the cells in the faculty and associate salary schedules

may further be increased pro rata by 0.2% (approximately \$20,000.00 of a \$10,000,000.00 faculty and associate faculty salary budget) for each faculty retirement occurring during the prior year, until such time as the 8.7% and 8.0% reductions are restored and Schedules A-1 and B-1 are replaced by Schedules A and B, respectively, subject to the following:

- a. This increase to the salary schedules shall be effective on July 1 of the academic year following the retirements.
- b. Retirement incentive, recruitment and hiring committee costs for replacement faculty shall be deducted one-time only during the academic year of recruitment and shall not exceed the 0.2% (approximately \$20,000.00 of a \$10,000,000.00 faculty and associate faculty salary budget) identified in 3.13.3.3.2.
- c. If the increase in funding per FTES in a given year is less than 1.6% or the general fund reserve is below 6%, the 0.2% per retiree will be held and released in the next year when the funding per FTES is above 1.6% and the year-end reserve is above 6%, as reported to the Board in a CCFS 311.

3.13.4 Stipends and Reassigned Time:

- 3.13.4.1 An annual stipend of \$1,500 per full-time assignment shall be paid for all faculty members who have an earned doctorate degree. Faculty members on reduced load shall receive a prorated portion of the stipend.
- 3.13.4.2 For additional duties beyond normal faculty assignments, coaches will be paid a stipend according to Schedule C.
- 3.13.4.3 For special assignments in addition to or in place of their regular responsibilities, faculty members or associate faculty members may receive stipends in addition to their salaries and/or reassigned time. Stipends and reassigned time will be negotiated between the administration and CRFO using the SARTCO process. (see Schedule H).

3.13.5 The District may create special additional salary supplements for faculty members through an Endowed Faculty Chair Program. The funding would come from privately endowed foundation funds.

- 3.13.5.1 Recipients of these special additional salary supplements will be selected by a committee of three members. One member of the committee shall be appointed by the District, one by the Academic Senate, and one by the grantor. The Human Resources Officer shall convene the committee.

3.14 Overload is defined as any assignment of a faculty member that exceeds:

1. Teaching faculty - 45 TLUs or equivalent per academic year
2. Nonteaching faculty - 35 hours per week or 1,204 hours per year or equivalent

Making up a previous underload will be exempt from the above definition.

Overload for a faculty member will be compensated per TLU at 0.0125 times the amount of the faculty member's current annual salary. The TLU rate so determined shall be converted to the equivalent hourly rate by dividing by a factor of 21.6 for a nonteaching assignment, by 12 for lecture classes, and by 18 for lab classes. A maximum overload will be 15 TLUs per academic year except with prior written approval of the Vice President, Instruction and Student Services or designee as assigned by the President/Superintendent. Winter Session and Summer Session work is not included in the 15 TLU limit for faculty. Overload pay will be paid no later than the April 10 supplemental payroll, provided that all required documentation and approvals are received in the Payroll Office before March 31.

Faculty who have a full-time, nonteaching assignment, who also elect to teach an overload, will be paid for that overload on a monthly basis. The Vice President or designee as assigned by the President/Superintendent may also approve monthly payments or early payment for faculty in special circumstances, such as those teaching short-term classes or small portions of regular classes or those who have a verifiable hardship and whose classes are all certain not to be canceled. Requests for approval of monthly or early payment must be made in writing to the Vice President or designee as assigned by the President/Superintendent. Except for the situations listed above, the normal practice of the District will be to pay overload no later than the April 10 supplemental payroll.

- 3.14.1 Classes eligible for overload will be determined on a semester-by-semester basis by the appropriate administrator.
 - 3.14.2 Faculty members may request overload assignments. If such a request is denied by the appropriate administrator, that administrator must communicate to the faculty member the reasons for the denial. The faculty member shall receive written rationale upon request.
 - 3.14.3 Overload assignments shall be voluntary. Distribution of overload shall rotate among eligible department members who desire overload. In the event that insufficient overload exists to meet demand, the most senior, full-time department member shall be granted the first choice of one overload assignment unless said member had overload in the prior semester, in which case the next most senior, full-time member shall receive first choice of one overload assignment. This formula and seniority pattern shall be followed to allow all department members to share equally in available overload.
- 3.15 Load banking: A faculty member is allowed to teach additional classes above the normal class load. Nonteaching faculty are allowed to teach, counsel, or perform other duties for the District for which they are qualified, beyond their regular obligations. Nonteaching hours will be converted to TLUs using the formula established in section 3.14. In lieu of payment for this overload, the faculty member may elect to bank those TLUs for future use as released time.
- 3.15.1 The banked TLUs will be accumulated at a rate of 100 percent of the actual TLUs worked.
 - 3.15.2 The frequency of released time under this article shall be no more than one semester (or its equivalent) out of every three years.

- 3.15.3 Banked TLUs may not be accumulated and used in the same semester.
- 3.15.4 Each semester a faculty member wishing to bank TLUs must complete a "banking application," which includes approval by his/her Division Chair and the appropriate Vice President or designee as assigned by the President/Superintendent. This completed form is submitted to the Human Resources Office.
- 3.15.5 No more than 22.5 TLUs can be accumulated.
- 3.15.6 If a section being banked is canceled, the banking is canceled and the faculty member is paid for the classes that met.
- 3.15.7 A faculty member who does not carry a full load in any semester will withdraw any accrued TLUs, at the rate earned, from the bank to complete the load.
- 3.15.8 The faculty member must apply for banked time off at least one month before the class schedule development deadline.
- 3.15.9 Banked TLUs may not be held for more than five years. If the faculty member does not take the time off by the eleventh semester after the banking began, he/she will be paid for that time at the hourly rate in effect at the time the TLUs were banked, using a "first in, first out" approach. If denied by administration, the faculty member will get a one-year extension.
- 3.15.10 Prior to taking time off, the following must be certified by the faculty member, Division Chair, and the appropriate Vice President or designee as assigned by the President/Superintendent:
 - 3.15.10.1 The program will not be jeopardized by the absence of the faculty member, and/or
 - 3.15.10.2 Competent staff are available to teach the classes/provide the services vacated by the faculty member.
 - 3.15.10.3 If the requested time off is denied by administration, the faculty member will get a one-year extension.
- 3.15.11 In the event the faculty member is no longer employed by the District, the banked TLUs will be paid to the individual or his/her estate.
- 3.16 Field Experience Courses: Faculty/Associate Faculty shall receive compensation for performing off-campus coordination of students who are enrolled in field experience courses. Assignments to field experience courses are voluntary and, upon application by faculty/associate faculty members, will be made by the Vice President or designee as assigned by the President/Superintendent.
 - 3.16.1 Compensation: Faculty/Associate Faculty will be compensated for each student enrolled in field experience course to which that faculty member is assigned. Compensation will be based on official enrollment as of the census date or date required by the Chancellor's Office for State apportionment funding. Assignments to field experience courses do not

carry teaching load units (TLUs) and are not considered as part of the faculty/associate faculty member's teaching load. The compensation rate shall be \$50.00 per student per semester and \$54 per lab unit for each student enrolled in field experience courses (including ADCT 42, CE 41, CE 42, and DRAMA 38).

Faculty/Associate Faculty assigned as field experience supervisor for ADCT 17 and SOC 38 will be compensated 1.5 TLUs and \$50.00 per student officially enrolled as of the term census date.

- 3.17 Independent study: Faculty members shall not be paid for independent study courses.
- 3.18 Faculty Administrative Activities: Compensation for faculty members performing administrative or coordination activities within their divisions will be established by memorandum of understanding (MOU) to this contract
 - 3.18.1 The allocation of nonteaching load credit for faculty administrative activities beyond what is established in the MOU to this contract will be established by the mutual agreement of the administration, CRFO, and the faculty in the department.
 - 3.18.2 Voluntary Assignment: The acceptance of responsibility for faculty administrative activities for which nonteaching load credit is granted is by the mutual agreement of the faculty member and the appropriate administrator.
 - 3.18.3 Evaluation: The quality of a faculty member's performance in activities for which nonteaching load credit is provided will be evaluated as part of the faculty evaluation process.
- 3.19 CRFO Nonteaching Load Credit: The District will grant 49 TLUs of nonteaching load credit to CRFO for distribution as their Executive Committee determines. The approval and use of this nonteaching load credit for a faculty member is subject to the approval of the faculty member's supervisor. CRFO will have the option to purchase up to another 24.5 TLUs at the faculty overload pay rate. The approval and use of this additional nonteaching load credit is also subject to the approval of the faculty member's supervisor.
 - 3.19.1
 - a. CRFO may bank up to 45 TLU's.
 - b. To the extent allowable by law, banked TLU expenditures will be excluded from the 50% law calculation.
- 3.20 New Faculty Nonteaching Load Credit: In order to provide time for mentoring and staff development for new faculty members, all tenure-track faculty members shall receive 1.5-4.5 TLUs of nonteaching load credit during their first year of employment. The purpose of this nonteaching load credit is to allow participation in in-service training programs. The exact amount of nonteaching load credit for, and type of, in-service training will be determined by the administration in consultation with the mentor and the faculty member and will depend upon the individual's schedule variables. In addition, new first-time faculty will not normally carry overload schedules and shall be excused from student advising and committee assignments for the first year of employment. Administrators reassigned as faculty will not normally be provided nonteaching load credit for in-service training, but exceptions may be approved by the President/Superintendent, or designee as assigned by the President/Superintendent.

- 3.21 Large-class format: Additional TLUs will be provided to faculty and associate faculty who teach very large classes.
- 3.21.1 Courses will be offered in the large-class format only by the mutual agreement of the faculty/associate faculty member and the Vice President, Instruction and Student Services or designee as assigned by the President/Superintendent, or designee as assigned by the President/Superintendent, and if approved for large-class format by the Curriculum Committee. Courses may be offered in the large-class format no more than twice prior to being approved by the Curriculum Committee.
 - 3.21.2 All proposals to offer courses in the large-class format must address the issue of quality and include safeguards to ensure that the number of students does not cause a deterioration in academic quality.
 - 3.21.3 For courses designated to be taught in the large-class format, an additional percent of the normal TLUs will be allocated to the course based on the number of students who are officially enrolled in and attending class at the end of the second week of classes as defined in Schedule E.
 - 3.21.4 The TLUs for the large-format classes may be shared among two or more faculty/associate faculty members or may all be allocated to a single faculty/associate faculty member.
 - 3.21.5 The TLUs for large-format classes may be part of a faculty member's regular load or may be carried as an overload, except for associate faculty.
 - 3.21.6 If classes planned as large format do not enroll the required number of students and if this causes an underload for a faculty member, the underload will be made up in the usual ways provided for in the collective bargaining agreement.
 - 3.21.7 If required, readers or aides will be provided to assist faculty/associate faculty teaching large-format classes. Two hours of assistance per week will be provided for classes of 60-85 students, four hours of assistance per week will be provided for classes of 86 and 110 students, and six hours of assistance per week will be provided for classes of 111 students or more. A greater or lesser number of hours may be allocated, depending on circumstances and by the mutual agreement of the faculty/associate faculty member and the Vice President, Instruction and Student Services, or designee, as assigned by the President/Superintendent.
 - 3.21.8 Combined classes may not be eligible for large-class format, as defined here, except for the combined lecture of a science or health occupation lecture/lab course or other combined classes approved by the Vice President, Instruction and Student Services, or designee, as assigned by the President/Superintendent.
 - 3.21.9 No courses offered by means of distance education technology will be eligible for large-class format as defined above.
- 3.22 Distance Education Instruction: Distance education instruction is defined as instruction in which the faculty/associate faculty member and the students are separated by distance and interact through the assistance of communication technology.

- 3.22.1 Faculty members may agree to teach courses using distance education instruction on a voluntary basis. The scheduling of a faculty member to teach such courses will be by mutual agreement of the faculty member, his/her department, and the administration. The District may employ new faculty members with the understanding that their regular schedule may include assignments in distance education instruction, provided the job announcement and the faculty member's employment agreement so indicate.
- 3.22.1.1 Tele-courses will be compensated using Schedule D based on the total number of students enrolled for distance education for the section.
- 3.22.2 Instructional materials developed by a faculty/associate faculty member on his/her own time using no District funds or other District resources are the property of the faculty/associate faculty member. Instructional materials produced by a faculty/associate faculty member in exchange for additional compensation or released time are the property of the District unless otherwise agreed upon by the District and the faculty/associate faculty member. The ownership of other instructional materials developed by a faculty/associate faculty member in his/her capacity as an employee of the District is determined by individual agreement between the faculty/associate faculty member and the District. Electronic recordings of a faculty/associate faculty member's lectures, performances, or other presentations will not be used by the District for any purpose without the consent of the faculty/associate faculty member. Any agreement for the use of such recordings will be negotiated on an individual basis between the faculty/associate faculty member and the administration, in consultation with a designated representative of CRFO.
- 3.23 Weekend Classes: A faculty member may agree to and accept a schedule that includes Saturdays and/or Sundays. The District may employ new faculty members with the understanding that their regular schedule may include assignments on Saturdays and/or Sundays, provided the job announcement and the faculty member's employment agreement so indicate.

ARTICLE IV
LEAVES

- 4.1 Calculation of Leave Usage: Deductions will be made proportionate to assignments, in one-quarter- day increments, regardless of how many hours were actually involved. For example, if a faculty member misses an entire day's assignment, he/she will be charged one full day. If a faculty member misses one half of an entire day's assignment, the deduction will be one-half day.
- 4.2 Sick Leave: Each faculty member of the District shall be granted ten days of accident or sick leave for each year of employment by the District.
- 4.2.1 Any faculty member who has been an employee of a California school district for a period of one school year or more and who accepts an academic position with the Redwoods Community College District at any time within the succeeding school year in which the previous employment is terminated shall be credited with unused accumulated sick leave acquired at his/her previous district of employment. The amount of accumulated sick leave must be verified by the previous district within one year of initial employment.
- 4.2.2 Sick Leave for Associate Faculty: Each associate faculty member shall earn two days of non-cumulative sick leave each semester.
- 4.2.3 Sick Leave Reporting: Absence will be reported by the faculty/associate faculty member each day to the appropriate administrator before the usual reporting time except in an emergency. The faculty/associate faculty member will keep his/her administrator informed as to when he/she expects to return. When reasonably required by the District, faculty/associate faculty members will provide a health care provider's release to return to work or will provide reasonable verification of the reasons for any absence of more than one day.
- 4.3 Industrial Accident or Illness Leave: A faculty member sustaining an industrial accident or illness who is unable to return to work shall be eligible to receive his/her regular paycheck under the Industrial Accident or Illness Leave for up to 60 working days if he/she has been an employee of the District for three consecutive years. The following regulations shall apply:
- 4.3.1 Allowable leave shall be for 60 days during which the schools of the District are required to be in session or when the faculty member would otherwise have been performing work for the District in any one fiscal year for the same industrial accident.
- 4.3.2 Allowable leave shall not be accumulated from year to year.
- 4.3.3 Industrial accident or illness leave shall commence on the first day of absence.

- 4.3.4 When a faculty member is absent from his/her duties as a result of an industrial accident or illness, he/she shall be paid such portion of the salary due him/her for any month in which the absence occurs that when added to his/her temporary disability indemnity under Division 4 or Division 4.5 of the Labor Code will result in a payment to him/her of not more than his/her full salary.
- 4.3.5 Industrial accident or illness leave shall be reduced by one day for each day of authorized absence regardless of a temporary disability indemnity award.
- 4.3.6 When an industrial accident or illness leave overlaps into the next fiscal year, the faculty member shall be entitled to only the amount of unused leave due him/her for the same illness or injury.
- 4.3.7 Upon termination of the industrial accident or illness leave, the faculty member shall be entitled to the benefits provided in Education Code Sections 87780, 87781, and 87786, and for the purpose of each of these sections, his/her absence shall be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that if the faculty member continues to receive temporary disability indemnity, he/she may elect to take as much of his/her accumulated sick leave which, when added to his/her temporary disability indemnity, will result in a payment to him/her of not more than his/her full salary.
- 4.3.8 During any paid leave of absence, the faculty member shall endorse to the District the temporary disability indemnity checks received on account of his/her industrial accident or illness. The District, in turn, shall issue the faculty member appropriate salary warrants for payment of the faculty member's salary and shall deduct normal retirement and other authorized contributions.
- 4.3.9 Any faculty member receiving benefits as a result of this section shall, during periods of injury or illness, remain within the State of California unless the Board of Trustees authorizes travel outside the state.
- 4.4 Bereavement Leave: Absence due to death in the immediate family of the faculty member not to exceed three days (five days if out of state) shall be granted without loss of pay. Members of the immediate family as used here means the mother, father, grandmother, grandfather, or grandchild of the faculty member or of the spouse or domestic partner of the faculty member; and the mother's or father's spouse or domestic partner, spouse or domestic partner, son, son-in-law, daughter, daughter-in-law, brother, or sister of the faculty member; and the spouse or domestic partner's son, son-in-law, daughter, daughter-in-law, brother, or sister; or any relative living in the immediate household of the faculty member.
 - 4.4.1 Associate Faculty: Absence due to death in the immediate family as described in Section 4.4 shall be granted without loss of pay for up to three consecutive days.
- 4.5 Jury Duty: Faculty members called for jury duty or to serve as a witness when subpoenaed shall receive their regular salary during the required period of absence from duty, less such remuneration (excluding mileage) as they shall receive for their service.

- 4.6 Family Leave: Family leave will be provided to faculty members who have one year of continuous full-time service during the previous twelve months, in accordance with established law.
- 4.7 Personal Necessity Leave: Faculty members may use up to six days of personal necessity and associate faculty members may use up to two days of personal necessity to be used as follows and charged to available sick leave.
 - 4.7.1 Death or serious illness of immediate family member as defined in Section 4.4.
 - 4.7.2 Accident to self or family member.
 - 4.7.3 Court appearance as party or witness.
- 4.8 Leave without Pay or Benefits: Absence may be granted by the Board of Trustees for the following reasons:
 - 4.8.1 Education, academic advancement, or study.
 - 4.8.2 Personal reasons.
 - 4.8.3 Travel.
 - 4.8.4 Administrative assignment

For leave without pay or benefits on the basis of any other than personal reasons or administrative assignment (4.8.2 or 4.8.4 above), application should be made prior to February 1 for the fall semester and prior to September 1 for the spring semester.

Faculty will maintain their seniority as faculty while on unpaid leave. Upon return from unpaid leave, faculty will be placed at the step he/she would have achieved had there been continuous faculty service.

- 4.9 Personal Use Day: The District will grant faculty members two personal use days per year, subject to prior written approval of their administrative supervisors, in addition to other forms of leave. There will be no carrying forward of unused days. Except under extraordinary circumstances, personal use days shall not be used during convocation or commencement.
 - 4.9.1 The parties agree that for the academic years 2013-2014, 2014-2015, and 2015-2016 full time teaching faculty shall be granted 2 personal use days per semester. The personal use days must be used in the semester they are granted. Associate Faculty will be granted 1 personal use day per semester during this period. None of the personal use days may be taken during summer session winter session or any other intersession. The district will not provide instructional substitutes or incur other additional cost during any personal use days. At the end of this contract term the personal use days will revert back to section 4.9.

4.10 Sabbatical Leave Procedure:

- 4.10.1 Purposes: A sabbatical leave shall be granted to faculty members for study, travel, research, related work experience, or any program or activity that will contribute to professional growth, thereby benefiting the District, the District's students, and employees.
- 4.10.1.1 Sabbatical Leaves for Study: If the sabbatical leave is for the purpose of study, a planned program of courses or a special project will be submitted for approval by the Sabbatical Leave Committee.
- 4.10.1.2 Sabbatical Leaves for Travel: Sabbatical leave for the purpose of travel will normally be approved only if the proposed travel program incorporates a plan of study or research in an area related to the applicant's field of work. Applicants will submit a detailed itinerary and program for approval by the Sabbatical Leave Committee with a statement of the objectives of the plan.
- 4.10.1.3 Sabbatical Leaves for Related Work Experience: Sabbatical leaves may be granted for engaging in a work experience program directly related to the faculty member's teaching assignment or administrative activities. Applicants will submit a detailed plan of their proposed program, which will include the company or agency with which they will be associated and explicit details of the work activities to be engaged in, together with the resulting proficiencies to be gained.
- 4.10.2 Guidelines:
- 4.10.2.1 Priority in the selection of applicants for sabbatical leave shall be given primarily in terms of the value of the leave to the District as a whole. In estimating the value of the leave to the District, its worth shall be judged not only in terms of immediate worth, but also in terms of what the applicant may contribute following his/her return to the District, through classroom teaching, leadership, curriculum development, teaching methods, or administrative duties.
- 4.10.2.2 Unless the Board of Trustees approves a larger number of sabbatical leaves, five percent of the total number of faculty members may be granted leave in any one fiscal year. (Administrators are not included in this percentage and are not part of these guidelines.)
- 4.10.2.3 A minimum of \$60,000 will be allocated annually to support the sabbatical leave program.
- 4.10.2.4 All departments of the District shall be given equal consideration in determining priority.
- 4.10.3 The Sabbatical Leave Committee shall consider the merits of each application as follows:

- 4.10.3.1 Twenty-five percent based on service to Redwoods Community College District: Such service is determined on the basis of committee work, participation in shared governance or instructional improvement activities, or other activities beneficial to the District.
- 4.10.3.2 Seventy-five percent based on the worthiness of the sabbatical leave proposal: All other considerations being equal, the Sabbatical Leave Committee shall give consideration to any extenuating circumstances and to the past service given to the District by the individuals.
- 4.10.3.3 Any ties shall be decided by lot.
- 4.10.4 Eligibility:
 - 4.10.4.1 Sabbatical leave must be preceded by at least six consecutive years of employment, all of which shall have been served as a faculty member of the Redwoods Community College District.
 - 4.10.4.2 Leaves authorized by the Education Code and granted by the Board of Trustees will not interrupt the six-year sequence. However, there must be at least a total of six years of actual employment.
- 4.10.5 Application:
 - 4.10.5.1 Persons eligible for and desiring a sabbatical leave shall apply on the "Application for Sabbatical Leave" form obtained from the President/Superintendent's Office. Each application must be submitted with Part A completed.
 - 4.10.5.2 The application shall be filed with the President/Superintendent during the month of September of the academic year prior to desired leave time. All applications shall be forwarded from the President/Superintendent to the Sabbatical Leave Committee during the first week of October for their processing.
 - 4.10.5.3 The Sabbatical Leave Committee shall process the applications and hold a personal interview with each worthy applicant. It may reject those applications not considered worthy. Upon completion of the screening process, the worthy applicants shall be listed in order of the recommendation for leave. This shall be accomplished and returned to the President/Superintendent by November 30. The President/Superintendent shall review the list and submit his/her recommendations for approval and disapproval to the Board for its action at the first Board meeting in February.
 - 4.10.5.4 Those not receiving leave because of the restriction of the number on leave shall be considered alternates in the order listed. In the event that an applicant who has been granted leave cannot take his/her leave, the alternate list will be used to select a replacement. In no case will an alternate be appointed to fill a vacant leave position after May 1 unless he/she can furnish the District with an acceptable replacement for his/her proposed term of absence. In no case will a vacancy be filled after

September 1. Either or both of these last two restrictions may be waived if the Vice President, or designee as assigned by the President/ Superintendent determines that no replacement will be required.

4.10.5.5 The list of applicants shall be valid for the one year under consideration. In no way does a position on the list have any implication for future listings. Applications must be resubmitted each year to be considered for leave.

4.10.6 Faculty Member's Commitment:

4.10.6.1 Acceptance of leave implies an obligation to return as a full-time Redwoods Community College District faculty member for at least two years following return from leave.

4.10.6.2 Should the faculty member return for one year only, then he/she assumes the responsibility to repay the District one-half of the remuneration paid during leave. Two years return to full-time duty shall remove any obligation or commitment to the District as regards to the sabbatical leave.

4.10.6.3 The faculty member's commitment agreement as stated in the application shall be in lieu of the faculty member's posting bond.

4.10.6.4 The faculty member's obligation shall be exonerated in the event that failure of the faculty member to return and render two years of active service is caused by the death or the physical or mental disability of the faculty member.

4.10.6.5 Within sixty days of his/her return to District service, each faculty member shall file with the Sabbatical Leave Committee a written report relative to the purpose of the sabbatical leave. This report must provide evidence that the intent of the sabbatical leave plan has been fulfilled, and the Sabbatical Leave Committee may make recommendations for rewrite if deemed necessary. The Sabbatical Leave Committee will report to the President/Superintendent and the Board of Trustees on whether or not the intent of the sabbatical leave plan was fulfilled.

4.10.6.6 When formal college credit has been earned during the leave, an official transcript shall be attached to this report.

4.10.6.7 Should the Board determine that the intent of the leave had not been reasonably fulfilled, the Board of Trustees reserves the right to take such action as may be necessary to recover the funds paid to the faculty member while on leave.

4.10.6.8 In the case where the program of study, related work experience, or itinerary of travel, as agreed upon by the faculty member and the District, is interrupted by serious accident or illness during such leave and the accident or illness is properly verified by a qualified health care provider, such interruption shall not constitute a violation of the agreement or prejudice the faculty member against receiving the rights and benefits

provided for under the terms of sabbatical leave. However, this is providing such interruption is not extended over a period of time that would cause the purposes of the sabbatical leave to be abandoned. In such latter case, the "sabbatical leave" and its benefits may be terminated. In all cases of serious injury or illness of a faculty member on sabbatical leave, the President/Superintendent shall be promptly notified by registered letter.

4.10.7 Financial arrangements:

4.10.7.1 Salary:

1. A faculty member who is granted a sabbatical leave of absence shall receive such automatic changes in salary rating and placement as would have been received had he/she remained in active service on the campus.
2. Faculty members on sabbatical leave shall be paid at the same intervals as they would if working on campus.
3. The faculty member is responsible for making arrangements to receive his/her payments before leaving the campus area.

4.10.7.2 The amounts paid to the faculty member while on sabbatical leave will be as follows:

1. Full year (July 1 through June 30)
 - a) For full-time graduate study, a faculty member will receive 75 percent of his/her annual salary
 - b) For all other activities, the faculty member will receive 60 percent of his/her annual salary.
2. For a sabbatical leave of one semester or, at the discretion of the President/Superintendent, any 4½-month period, he/she shall receive his/her regular salary.
3. Of the options available, only one may be selected. However, under exceptional circumstances, the Sabbatical Leave Committee may approve additional options.

4.10.7.3 Faculty Member Benefits Conditions:

1. Income Protection Insurance:
 - a) A copy of the application for leave must be submitted and reviewed by the insurance company. Such letter is to state fully the projected activities of the leave and the location, time, purpose, and length of leave.
 - b) The individual applications will be reviewed and approved or disallowed (by the insurance company) on the following criteria:
 - 1) Is there exposure to more hazardous situations?
 - 2) Maximum duration to be one year.
 - 3) Is there provision for payroll deduction?

- 4) Assurance that the faculty member on returning has a position waiting.
 - c) If the insurance company approves the leave (in regard to income protection insurance only), the payroll deduction shall continue as if the faculty member was employed full-time.
2. Workers Compensation: Both the Board of Trustees and the District shall be freed from any liability for the payment of any compensation or damages provided by law for the death or injury of any faculty member of the District employed in a position requiring certification qualifications when the death or injury occurs while the faculty member is on leave of absence granted under provisions of Sections 87775 to 87780, inclusive, of the Education Code.
 3. Retirement: The sabbatical leave year will be counted according to the State Teachers Retirement System regulations.
 4. Sick Leave: All rights of the faculty member regarding sick leave shall accrue in regard to keeping the accumulated earned sick leave. Sick leave is earned during the time on approved sabbatical leave.
 5. Insurance Premiums:
 - a) The District shall pay the same portion of the insurance premiums for the faculty member as it would if the faculty member were actually employed on campus.
 - b) While on leave, the faculty member shall be considered an active member of the staff and shall be entitled to insurance benefits, provided he/she continues to pay any required insurance premiums.

4.10.8 Sabbatical Leave Committee:

4.10.8.1 Membership:

1. The Vice President, Instruction and Student Services (Permanent Chairperson) or designee as assigned by the President/Superintendent
2. One faculty member selected by CRFO
3. Two faculty members chosen by Academic Senate
4. One person appointed by the President/Superintendent.

4.10.8.2 Terms of Office: Except for the Chairperson, each member shall serve for three years.

4.10.8.3 No one may remain on the committee if he/she plans to file or actually files an application for leave. A replacement will be selected by the same procedure as was used for the original appointment.

4.10.9 Employer's Commitment:

- 4.10.9.1 At the expiration of the sabbatical leave, the faculty member shall, unless the faculty member agrees otherwise, be reinstated in the position held by him/her at the time of the granting of leave of absence.
- 4.10.9.2 The Board has the right to reject any and all sabbatical applications.

ARTICLE V
INSURANCE

- 5.1 The Board of Trustees agrees to maintain a staff insurance program. This program shall include:
- 5.1.1 Oak plan administered by North Coast Schools JPA– faculty member and dependents.
 - 5.1.2 Dental insurance including orthodontia – faculty member and dependents.
 - 5.1.3 Salary continuation insurance.
 - 5.1.4 Vision insurance – faculty member and dependents.
 - 5.1.5 Accidental Death and Dismemberment Insurance: The District agrees to provide and fully fund an accidental death and dismemberment insurance policy for each faculty member. The policy will cover the faculty member only, and the premium will be paid in full up to \$3/month/faculty member. Additional coverage will be available at the faculty member’s expense.
 - 5.1.6 The district shall immediately inform CRFO if it receives notification from the provider of any of the above plans indicating that it will no longer offer the plan or of any intended changes to the plan. Thereafter, upon request of either party, negotiations shall begin immediately regarding the impacts and effects of the announced change, including a change to alternative comparable plan. If negotiations are still ongoing by provider’s deadline to switch plans, the district shall switch Faculty to the provider recommended comparable plan until such time as the parties complete negotiations and the rules of the provider allow the District to switch to the agreed upon plan.
 - 5.1.7 Tax Sheltered Annuity Program: The District will take payroll deductions and make annuity premium payments as requested by the faculty member for participation in tax sheltered annuity programs.
 - 5.1.8 Employee Benefit Trust Fund (medical hardware not covered by faculty member’s medical insurance):
 - 5.1.8.1 The District will reimburse any unpaid balance of eligible claims for medical hardware, provided the unpaid balance is not part of the member’s required annual deductible or doctor office visit co-pay.
 - 5.1.8.2 Eligible claims will be subject to the following maximums:
 1. One claim per year.
 2. Three claims maximum while in the program.
 3. No more than \$2,000 per claim or \$5,000 total benefit per family from the program.

5.1.8.3 Valid claims for Medical Hardware must meet all the following criteria:

1. Ordered by a health care provider.
2. Of no further use when medical need ends.
3. Usable only by the patient-faculty member.
4. Not for environmental control.
5. Not for exercise.
6. Manufactured specifically for medical use.

5.1.8.4 A request for claim payment for medical hardware (as defined above) must be initially submitted to the medical insurance provider. Following claim validation by the medical insurance provider, the faculty member may submit the claim to the Business Office for payment of the amount not covered by medical insurance (excluding the annual deductible and/or co-pay, which always remains the responsibility of the faculty member).

5.1.8.5 Coverage is provided for:

1. Faculty members (while employed) and their eligible spouse or domestic partner and dependents during such employment; and
2. Retired faculty members (who are retirees of STRS or PERS, and who participate in the District's Retirement Benefits as described in Article VI) and their spouses or domestic partners.

Definitions of spouse or domestic partner and dependent are the same as for other medical benefits.

5.2 Fringe Benefits for Associate Faculty Members:

5.2.1 The District will make available, within the restrictions of its insurance carriers, all of its fringe benefit plans now available to faculty members. This restriction also applies to those benefit plans legally available and controlled through the State of California.

The cost of this will be paid for by the associate faculty member and will not result in any additional cost to the District.

5.3 Medical Benefits for Surviving Spouses or Domestic Partners: The District will provide the following benefits for the surviving spouse or domestic partner of faculty members of the District.

- 5.3.1 The District will continue, at District cost, to provide medical benefits to the surviving spouse or domestic partner and dependent children for a period not to exceed five years, after which period the surviving spouse or domestic partner may remain in the District program at his/her own cost, in accordance with the following limitations:
- 5.3.1.1 The medical benefit shall be consistent with those being received by current faculty members and their dependents, including any expansion of benefit under the basic benefit program that is in existence.
- 5.3.2 The surviving spouse or domestic partner and his/her dependents will not be eligible to receive new fringe benefit programs or plans that may accrue to then-current faculty members who are on active employment status with the District at the time the new benefit goes into effect that were not an expansion of the basic benefit program in effect at the time of death.
- 5.3.3 This benefit would not be provided if comparable coverage were available to the surviving spouse or domestic partner or upon remarriage or legal domestic union.
- 5.3.4 If Medicare or CHAMPUS is available to the surviving spouse or domestic partner, he/she may remain in the District's medical plan at his/her own cost.
- 5.3.5 The spouse or domestic partner and other dependents shall continue to receive these benefits until the spouse or domestic partner reaches the age of 65, but not longer than five years after the faculty member would have attained the age of 65.
- 5.3.6 Dependents other than the spouse or domestic partner shall have no rights of their own as specified elsewhere in this agreement, as the dependent qualifies, and/or as specified in applicable Federal and State Law (COBRA).
- 5.3.7 For purposes of this program, the dependents covered by this plan means only natural children and legally adopted children.
- 5.3.8 Minimum Requirements:
- 5.3.8.1 Must have been a faculty member for the ten years immediately prior to death.
- 5.3.8.2 Sabbatical leave or faculty exchange will count as eligible time within the ten-year period if accepted and used within the first five years of the ten-year period.
- 5.3.8.3 Leave without pay does not count toward part of the ten-year service requirement but does not constitute a break in the continuity of the ten-year requirement.
- 5.3.8.4 Paid sick leave counts toward the satisfaction of the ten-year requirement.
- 5.3.8.5 Extended sick leave (beyond the paid sick leave time) does not count toward a part of the ten-year service requirement but does not constitute a break in the continuity of the ten-year requirement.

ARTICLE VI
RETIREMENT BENEFITS

- 6.1 Medical, dental, and vision insurance for retirees to age 65: Retirees from the District hired prior to January 1, 2008, who qualify for service or disability retirement under the State Teacher Retirement System (STRS) or Public Employees Retirement System (PERS) and who are drawing retirement pay therefrom shall be eligible to continue with the District's insurance plans, if any, at their own expense subject to the practical limitations of availability. In order to continue participation with the program, the option shall be exercised prior to retirement.
- 6.1.1 Retirees will be allowed to participate at their cost in all fringe benefit programs modified or made available to their bargaining group since their retirement date. It is understood these coverage's or fringe benefits may be offered to these retirees in a separate experience group, if that is the policy or practice of the Joint Powers Agreement or insurance carrier at the time the retiree enrolls in or obtains the coverage.
- 6.2 Early Retirement Benefits:
- 6.2.1 Any faculty members of the Redwoods Community College District hired prior to January 1, 2008 and wishing to avail themselves of the early retirement benefits shall, prior to October 1, write a letter of request to the President/Superintendent. This letter shall outline the facts relative to having met the minimum requirements of the program. Faculty members hired after January 1, 2008 do not qualify for early retirement benefits.
- 6.2.2 The President/Superintendent shall validate the candidate's claims regarding minimum qualifications within ten days.
- 6.2.3 If the faculty member has been found qualified for participation in the early retirement program, the benefits shall commence on the first day of retirement.
- 6.2.4 Benefits for faculty members who were hired prior to September 1, 1994:
- 6.2.4.1 The District will continue to provide health and welfare benefits to the retired faculty member, their spouse or domestic partner, and dependents until the faculty member reaches the age of 65 at no cost to the faculty member.
- 6.2.4.2 The professional benefits shall be consistent with those being received by current faculty members in the unit and their spouse or domestic partner, and dependents including any expansion of benefits under the basic benefits program that is in existence at the time the faculty member retires.
- 6.2.4.3 The retired faculty member, their spouse or domestic partner, and dependents will not be eligible to receive new fringe benefit programs or plans that may accrue to then-current faculty members who are on active employment status with the District at the time the new benefit goes into

effect that were not an expansion of the basic benefit program in effect at the time of retirement.

- 6.2.4.4 If the faculty member predeceases the spouse or domestic partner and other dependents as identified below, the spouse or domestic partner or other dependents shall continue to receive these benefits until the spouse or domestic partner reaches the age of 65, but no longer than ten years after the faculty member would have attained the age of 65.
 - 6.2.4.5 Dependents other than the spouse or domestic partner shall have no rights of their own for benefits under this program but only as the faculty member and/or spouse or domestic partner qualify for such benefits.
 - 6.2.4.6 District payment for participation in this program for the faculty member and/or spouse or domestic partner shall be terminated at the time that the faculty member reaches 65 or, if the faculty member is deceased, at the age or date as set forth above. Upon the District discontinuance of premium payments, the faculty member and/or spouse or domestic partner may elect to continue participation at their own expense provided there has been no break in coverage.
 - 6.2.4.7 This plan or equal coverage when this plan is combined with other coverage for which the faculty member is qualified shall be effective until age 65. Such other coverage shall be, but is not limited to, Medicare A/B and coverage obtained or obtainable through other employment. If an option is available to a faculty member and/or spouse or domestic partner and the coverage is equal, the faculty member shall cooperate with the District to exercise the option provided such exercise does provide equal coverage.
 - 6.2.4.8 For purposes of this program, the immediate family covered by this plan means only natural children, legally adopted children, and spouse or domestic partner.
- 6.2.5 Faculty members who are hired on or after September 1, 1994, through December 31, 2007, and who meet the eligibility requirements for the Early Retirement Program shall be entitled to District-paid medical, dental, and vision insurance coverage's for a maximum period of seventy-two months (six years). The seventy-two month period of eligibility for this benefit may be activated at any time during an eligibility window, which begins at age fifty-five and ends on attainment of age sixty-five. In no case will the District-paid benefits continue beyond age sixty-five. This benefit must be taken over one continuous period of time. Availability of this benefit is conditional upon its being offered by the provider and North Coast Schools Medical Insurance Group.
- 6.2.6 Minimum Requirements:
- 6.2.6.1 Must be a faculty member of the District.
 - 6.2.6.2 Must have been a faculty member of the District for the ten years immediately prior to such retirement.

- 6.2.6.3 Sabbatical leave or faculty exchange will count as eligible time within the ten-year period if accepted and used within the first five years of the ten-year period.
- 6.2.6.4 Leave without pay does not count toward part of the ten-year service requirement but does not constitute a break in the continuity of the ten-year requirement.
- 6.2.6.5 Paid sick leave counts toward the satisfaction of the ten-year requirement.
- 6.2.6.6 Extended sick leave (beyond paid sick leave time) does not count toward a part of the ten-year service requirement but does not constitute a break in the continuity of the ten-year requirement.
- 6.2.6.7 Faculty members eligible for disability retirement are not eligible to participate in this plan.
- 6.2.6.8 The faculty member must have attained the minimum age of 55 by the first day of retirement under this plan.
- 6.2.6.9 Acceptance of this plan is irrevocable. Further, it is understood and agreed by the parties that this program is for the benefit of the faculty members in the unit who wish to retire from active employment with the District; and, therefore, the faculty member is responsible for ascertaining the provisions and coverages of the various retirement plans without assistance from the District. It is also understood and agreed by the parties that the District shall have no responsibility other than as set forth herein, particularly with regard to ascertaining specifics of the various retirement plans available to faculty members in the unit who are retiring and wish to take advantage of this program.

- 6.3 Medical, dental, and vision insurance for retirees post age 65 to age 70 is provided to those eligible faculty members who were hired prior to September 1, 1994: The District will cover 70 percent of the cost of medical, dental, and vision insurance, up to a maximum of \$13,500 total for each eligible, retired faculty member during the five-year period from age 65 to age 70.

Eligible Faculty Members may exercise the option to have the District provide a one-time payment equivalent to \$13,500.00 (net) in lieu of insurance benefits. Current eligible retirees who have not exhausted their \$13,500.00 limit may request to receive a one time payment of the unpaid balance in lieu of continued insurance benefits.

Requirements:

- 6.3.1 Program begins with those faculty members retiring in 1989 who qualify for service or disability retirement under the State Teachers Retirement System (STRS) or Public Employees Retirement System (PERS) and who are drawing retirement pay therefrom.
- 6.3.2 Must have been a faculty member for the ten years immediately preceding retirement.

- 6.3.3 Sabbatical leave or faculty exchange will count as eligible time within the ten-year period if accepted and used within the first five years of the ten-year period.
- 6.3.4 Leave without pay does not count toward part of the ten-year service requirement but does not constitute a break in the continuity of the ten-year requirement.
- 6.3.5 Paid sick leave counts toward the satisfaction of the ten-year requirement.
- 6.3.6 Extended sick leave (beyond the paid sick leave time) does not count toward a part of the ten-year service requirement but does not constitute a break in the continuity of the ten-year requirement.
- 6.3.7 The health and welfare benefits shall be consistent with those being received at the time the faculty member retires.

The retired faculty member and spouse or domestic partner will not be eligible to receive new fringe benefit programs or plans that may accrue to then-current faculty members who are on active employment status with the District at the time the new benefit goes into effect that were not an expansion of the basic benefit program in effect at the time of retirement.

- 6.3.8 If the retired faculty member predeceases the spouse or domestic partner, the spouse or domestic partner shall continue to receive these benefits until the time when the faculty member would have attained the age of 70 or the \$13,500 maximum has been expended.
- 6.3.9 Dependents other than the spouse or domestic partner shall have no rights of their own for benefits under this program.
- 6.3.10 District payment for participation in this program for the faculty member and/or spouse or domestic partner shall be terminated at the time that the faculty member reaches 70 or, if the faculty member is deceased, at the date the faculty member would have reached 70, up to the \$13,500 maximum. Upon the District discontinuance of premium payments, the faculty member and/or spouse or domestic partner may elect to continue participation at their own expense provided there has been no break in coverage.
- 6.3.11 This plan or equal coverage when this plan is combined with other coverage for which the faculty member is qualified shall be effective until age 70. Such other coverage shall be, but is not limited to, Medicare A/B and coverage obtained or obtainable through other employment. If an option is available to a faculty member and/or spouse or domestic partner and the coverage is equal, the faculty member shall cooperate with the District to exercise the option provided such exercise does provide equal coverage.

ARTICLE VII
PRERETIREMENT REDUCTION OF WORKLOAD
WITH STRS SERVICE CREDIT

- 7.1 Initiation of Request: The option of reduced-load employment must be exercised at the timely request of the faculty member. The request for a pre-retirement reduction of workload is initiated by a faculty member and must be forwarded through the supervisor to the appropriate senior administrator for action by the Board of Trustees.
- 7.2 Eligibility Requirements:
- 7.2.1 The faculty member must have reached the age of 55 prior to reduction in workload and may not participate beyond age 70.
- 7.2.2 The faculty member must have been employed in a full-time position requiring certification for at least ten years, of which the immediately preceding five years were full-time employment, and must be a member of the State Teachers Retirement System (STRS). For purposes of the Pre-retirement Reduction of Workload Program, a member of STRS is considered to have been employed full-time if there was an agreement between the faculty member and the employer to perform service equal to that required by the Board of Trustees of other full-time faculty members in similar grades and positions to receive a full-time compensation for each day the schools of the Districts were maintained during the academic year. On-the-job performance is not required. As long as there was an agreement to perform full-time service at the beginning of the academic year, the faculty member will still be considered as being employed full-time if he/she is unavoidably absent due to illness, bereavement, etc., during the academic year. Sabbaticals and other approved leaves do not constitute a break in service. Such leave, however, is not used to compute the five-years full-time service requirement prior to entering the program.
- 7.2.3 The faculty member in community colleges who is a participant in good standing in the State Teachers Retirement System may hold any position.
- 7.3 Participation Requirements:
- 7.3.1 The minimum workload shall be the equivalent of at least 50 percent of service required during the last year served in a full-time faculty position. This requirement can be met in many different ways. The faculty member may work at least one-half time for the complete year or full-time for at least one-half year, etc. The determination of how the leave is apportioned is made by the Board of Trustees based on the instructional needs of the District. The measurement of full and half workload will be by TLU.
- 7.3.2 The faculty member shall be paid a salary that is the pro rata share of the salary that would have been earned had the faculty member not elected to enter the Pre-retirement Reduction of Workload Program. The salary received must be at least half the salary the faculty member would have earned on a full-time basis. If the faculty member is

paid less than half of the full-time salary, the minimum participation requirement will not have been met.

- 7.3.3 It is mandatory that both the minimum salary and minimum employment requirements are met. If the faculty member serves more than half-time but is not paid at least half of a full-time salary, the participation requirements will not have been met and the faculty member will not be entitled to a full year of service credit. All employment agreements will be written to provide for more work than half-time so that the faculty member who takes an unanticipated leave for bereavement, illness, etc. and is docked will still meet the minimum equivalent of 50 percent of service and be paid at least half salary. If this cannot be done, the faculty member must make up any days docked in the same academic year if the participation requirements are to be met.
- 7.3.4 The employer and faculty member must each contribute to STRS the required percentage contribution based on the full-time compensation the faculty member would have earned if employed on a full-time basis.
- 7.3.5 The faculty member cannot participate in the plan for more than five years and must retire no later than at the end of that five-year period unless otherwise mutually agreed to by the district and CRFO.
- 7.3.6 During the period of participation, the faculty member is entitled to all other rights and benefits for which payments are made that would be required if employed full-time, including health benefits as provided in Section 53201 of the Government Code.
- 7.3.7 The faculty member failing to meet any of the above requirements will receive only that service credit based on the ratio of earnings to earnable salary and will not receive the service credit that would have been received if employed on a full-time basis.

7.4 Administrative Requirements:

- 7.4.1 The agreement must be executed by the employer and faculty member, in writing, and submitted to the State Teachers Retirement System through the County Superintendent of Schools to arrive at STRS at least 15 days prior to the participation in the Pre-retirement Reduction of Workload Program at the beginning of the academic year or before the beginning of the second half of the academic year, if only the second half is to be considered pre-retirement reduction of workload service.
- 7.4.2 The participant must be identified and reported to STRS in accordance with the County/District Procedures Manual instructions.
- 7.4.3 Contributions for the participant and employer must be submitted to STRS based on the amount the participant would have earned if employed on a full-time basis regardless of the schedule of employment.

7.5 Notification Dates: A faculty member requesting participation in this Pre-retirement Reduction of Workload with STRS Service Credit Program must apply at least 120 days in advance of the period of reduced load or at a later time based upon mutual consent of parties involved.

7.6 Faculty Responsibilities:

7.6.1 Faculty working under this article are responsible for attending convocation and commencement.

7.6.2 Faculty working under this article are responsible for a prorated amount of additional faculty responsibilities (see section 3.9)

ARTICLE VIII
PARTIAL LEAVE PROGRAM

- 8.1 Eligibility: Any faculty member is eligible for, and may request, a partial leave.
- 8.2 Initiation of Request: The partial leave request is initiated by a faculty member and must be forwarded through the supervisor to the appropriate senior administrator for action by the Board. The Board of Trustees will determine whether to grant such a leave based on the instructional needs of the District.
- 8.3 Workload: The minimum load shall be one-half of the annual full-time load as defined in Article III of this agreement. Faculty members who serve under this plan shall be given the same consideration as other faculty members in regard to class assignments, scheduling, and class sizes. Faculty members shall meet contractual obligations other than teaching in proportion to the load worked, except that faculty working under this article are responsible for attending convocation and commencement.
- 8.4 Salary: Salary shall be in direct proportion to load and may, at the request of the faculty member, be prorated over twelve months.
- 8.5 Fringe Benefits: The faculty member on partial leave shall retain all rights and benefits of a full-time faculty member, including all fringe benefits.
- 8.6 State Teachers Retirement System: The faculty member and the District shall make contributions to the STRS in proportion to the load worked, and the faculty member shall receive proportionate service credit.
- 8.7 Modification of Load: Requests for modification of the partial leave must be approved by the Board.
- 8.8 Notification Dates: A faculty member requesting participation in this partial leave option must apply for consideration at least 120 days in advance of the period of reduced load or at a later time based upon mutual consent of parties involved.
- 8.9 The Board of Trustees shall respond to the request within two months of application.
- 8.10 Partial leave is limited to two consecutive semesters.

ARTICLE IX

GRIEVANCE

- 9.1 Purpose: To provide a prompt, orderly, and fair means of resolving grievances at the lowest level.
- 9.2 Definitions:
- 9.2.1 Grievance: Allegation by a grievant that there has been misinterpretation, misapplication, or violation of this agreement.
 - 9.2.2 Grievant: CRFO, a unit member, or group of unit members affected by the alleged violation of this agreement.
 - 9.2.3 Day: A day in which the central administrative office of the District is open for business, with the exception of the break between the fall and spring semesters and spring break.
- 9.3 General Provisions:
- 9.3.1 If a grievance is not initiated or appealed by the grievant in accordance with the time limits set forth in this article, it shall be considered void or settled on the basis of the last decision rendered.
 - 9.3.2 If a decision is not reached by the District in accordance with the time limits set forth, the grievance will be automatically appealed to the next level.
 - 9.3.3 If the grievant chooses to have representation by other than CRFO, the matter shall not be covered by this grievance procedure.
 - 9.3.4 A written summary of the decision and actions taken shall be provided to CRFO at all levels. Any record(s) pertaining to a Formal Level grievance shall be kept in a file separate from the grievant's official District personnel file.
 - 9.3.5 Grievances of a similar or like nature may be joined as a single grievance by mutual agreement of the District and CRFO.
 - 9.3.6 For the purpose of this procedure, the terms "Human Resources Officer," "President/Superintendent," "Vice President," and "Grievance Officer" can also mean their respective designees.
 - 9.3.7 A formal-level grievance can be amended by either the District or CRFO if new relevant information has come to the attention of either party. Such new, relevant information can be submitted up to but not beyond the first five days of the appeal to the President/Superintendent (Step 3).

9.4 Process: The following times specified may be altered by mutual written consent. Other procedures herein may also be altered for extenuating circumstances by mutual agreement.

9.4.1 Step One: Within fifteen days of the time that the grievant first knew or could reasonably be expected to have known of the event or condition upon which the alleged grievance is based, the grievant will initiate an attempt to resolve the alleged grievance with the immediate administrative supervisor. The administrator shall render a written or oral decision to the grievant within fifteen days after the initial contact from the grievant.

9.4.2 Step Two: If the grievant is not satisfied with the response (either written or oral) from the administrative supervisor, the grievant shall have fifteen days to file a dated "Request for Grievance" with the CRFO Grievance Officer. The Grievance Officer will meet with the grievant and discuss the grievant's concerns. Within twenty days of receiving the "Request for Grievance," the CRFO Grievance Officer will determine if a formal grievance is appropriate and can file a formal grievance with the appropriate Vice President. A copy of the formal grievance will be forwarded to the CRFO President and the Human Resources Officer. This formal, written grievance shall include:

9.4.2.1 A description of the specific factual basis for the grievance, including names, dates, and places necessary for a complete understanding of the grievance.

9.4.2.2 A listing of the article or section of the agreement alleged to have been violated or misapplied.

9.4.2.3 A statement of the nature and degree of adverse effects.

9.4.2.4 A listing of the specific remedies.

The Vice President shall render a written decision to the grievant within fifteen days after receiving the grievance.

9.4.3 Step Three: If the grievant is not satisfied with the decision of the Vice President, an appeal to the President/Superintendent may be filed by CRFO on behalf of the grievant within fifteen days of the date the decision was rendered or should have been rendered by the Vice President. The appeal shall include a copy of all material included in Step Two, the decision and rationale thereof, and reason(s) for appeal. The President/Superintendent shall have fifteen days after receiving the appeal to render a decision and rationale thereof.

9.4.4 Step Four: If the decision of the President/Superintendent is not satisfactory to the grievant or no decision is rendered, CRFO may, within fifteen days of receipt of the notification of the decision, submit a request for arbitration. The grievance, including but not limited to disputes over procedural or substantive arbitrability, shall then be submitted to an arbitrator for advisory determination.

- 9.4.4.1 Within five days of receiving the request for arbitration, CRFO and the District will first attempt to agree upon an arbitrator. If no agreement is reached, the parties shall request the State Conciliation Service to supply a panel of seven names of persons experienced in hearing grievances in public education. Each party will alternately strike a name until only one name remains. That person will be the arbitrator. The order of striking will be by lot. Upon mutual agreement, the list of arbitrators may be obtained from the American Arbitration Association.
- 9.4.4.2 CRFO and the District shall each bear their own costs associated with representation at any step in the grievance procedure, except for the costs of the arbitrator. CRFO and the District shall share equally the costs of the arbitrator's fees and expenses and any costs for a court reporter and transcript.
- 9.4.4.3 As soon as possible after the arbitrator's selection, the arbitrator shall conduct a hearing into the matter and render written findings of fact and conclusions on all the issues submitted. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issues by referring to the written grievance and the answers at each step. After the hearing both parties will have an opportunity to submit written briefs.
- 9.4.4.4 The arbitrator will have no power to alter, amend, add to, subtract from, or disregard any of the terms of this agreement but will recommend only if there has been a violation of this agreement. The arbitrator will be without power or authority to make any recommendation that requires the commission of an act prohibited by law or that violates the terms of this agreement.
- 9.4.4.5 The findings of fact and the recommendation of the arbitrator will be advisory to the Board of Trustees, which will make the final determination. Upon review of the record, if the Board of Trustees is unable to render a final determination on the record, the Board may reopen the record for the taking of additional evidence and may adopt its own written findings of fact and conclusions.

ARTICLE X
TRANSFER AND REASSIGNMENT

10.1 General Principles: This article deals with the permanent transfer of a faculty member from one assignment to another and the temporary reassignment or scheduling of a faculty member to teach one or more courses or assignments at a location other than at his/her primary campus. Neither permanent transfer, whether voluntary or administrative, nor temporary reassignment affects a faculty member's seniority status.

10.2 Voluntary Transfer: When a vacant faculty position is authorized to be filled, qualified faculty members already employed by the District may request a transfer from their current assignment into the vacant position. The screening committee (See AP 7123) for the vacant position reviews the qualifications of the faculty members seeking voluntary transfer before the position is posted for external applicants. If the screening committee decides to open the process to external applicants, the position is posted and the selection process continues according to the procedures in AP 7123.

If the screening committee decides to pursue the applications of one or more of the faculty members seeking voluntary transfer, candidate interviews are conducted according to the procedures described in AP 7123. If, following the interviews, the screening committee wishes to pursue the appointment of any of the internal applicants, the screening committee chair prepares a committee report according to the procedures specified in AP 7123, which governs the remainder of the appointment process. If at any time in the review process a decision is made to no longer pursue the candidacy of internal applicants, the voluntary transfer process ends and the review of external applicants begins. The applications of all internal applicants are automatically included in the pool of external applicants unless withdrawn by the applicant.

10.3 Administrative Transfer: Upon recognition by the administration that workload conditions necessitate such action, the President/Superintendent, in consultation with the Vice President, Instruction and Student Services, or designee as assigned by the President/Superintendent, may administratively transfer a faculty member from his/her present assignment into another vacant faculty position. This administrative transfer may preempt voluntary transfer. The faculty member being transferred must meet the minimum academic qualifications for the position into which he/she is being transferred. If more than one faculty member meets the minimum qualifications, the faculty member with lowest seniority will be transferred. If the transfer is between two of the District's primary campus locations (Eureka, Del Norte, Mendocino) and if the faculty member chooses to move to the new location, an \$1,800 moving expense allowance will be paid to the faculty member.

10.4 Temporary Reassignment: In consultation with the appropriate Vice President or designee as assigned by the President/Superintendent may temporarily reassign a faculty member to perform part of his/her assignment at a location other than his/her primary campus. In all cases, the faculty member being reassigned must meet the minimum academic qualifications for the new assignment.

10.5 Reassignment may be voluntary or administrative. However, administrative reassignment will only be pursued if voluntary reassignment fails to produce an appropriate candidate. When more than one faculty member is being considered for reassignment, preference will be given to

volunteers according to seniority; reverse seniority will be applied in cases of involuntary reassignment.

- 10.6 If voluntary reassignment is to or from the Del Norte, Mendocino Coast, or Eureka campus the faculty member will be paid a ten-percent salary differential, based on his/her current regular salary. In addition, a reassigned faculty member who uses his/her own automobile for transportation to and from the distant location will be reimbursed for travel expenses at the current IRS mileage rate. This rate will be applied to the total mileage of the round trips required to complete the assignment.
- 10.7 A faculty member will not be simultaneously reassigned to two instructional sites each more than fifty miles from the faculty member's primary campus. Temporary reassignments will normally be for one academic term but may be extended by mutual agreement of the faculty member, the administration, and CRFO.

ARTICLE XI
FACULTY TENURE AND EVALUATION

- 11.1 **FACULTY TENURE:** Redwoods Community College District is dedicated to appointing faculty who exhibit knowledge, ability, enthusiasm, and commitment to education and to students. The faculty evaluation system was established to preserve and ensure this dedication to quality. A rigorous and demanding tenure review process is another method of assuring the continued excellence of instruction and learning at the Redwoods Community College District.
- 11.1.1 The Board of Trustees shall make tenure decisions based primarily on the recommendations made by the Academic Senate and also on the recommendation of the President/Superintendent
- 11.1.1.1 For a faculty member serving under the first academic year of his or her employment by contract, the Board of Trustees shall elect one of the following alternatives:
1. Not enter into a contract for the following academic year.
 2. Enter into a contract for the following academic year.
- 11.1.1.2 For a faculty member serving under his or her second consecutive contract, the Board of Trustees shall elect one of the following:
1. Not enter into a contract for the following academic year.
 2. Enter into a contract for the following two academic years.
- 11.1.1.3 For a faculty member employed under his or her third consecutive contract, the Board of Trustees shall elect one of the following alternatives:
1. Employ the probationary faculty member as a tenured faculty member for all subsequent academic years.
 2. Not employ the probationary faculty member as a tenured faculty member.
- 11.1.1.4 As stated in Ed Code Section 87776, "...time spent on any unpaid leave of absence shall not be included in computing the service required as a prerequisite to attainment of, or eligibility for, tenure."

- 11.1.2 Faculty Evaluation Committee: Each new nontenured faculty member will be evaluated throughout his or her four-year probationary period by a Faculty Evaluation Committee (FEC) and Tenure Review Committee (TRC). The FEC assesses all aspects of the faculty member's performance, with the primary focus on teaching effectiveness. Each year this committee will submit its recommendations to the TRC of the Academic Senate as well as to the Vice President, Instruction and Student Services, or designee as assigned by the President/Superintendent. This report will include recommendations on the reemployment and tenure of each nontenured faculty member. Possible recommendations will include contract renewal with evaluation at the next regular interval, contract renewal with reevaluation in the next semester (years two and three only), or contract non-renewal. These recommendations will be based on peer evaluations student evaluations, direct supervisory administrators evaluations, self-evaluations, and past evaluations. An evaluation from the Associate Dean is optional at the discretion of the FEC chair. Evaluation of nonteaching faculty will be based on specific measures and procedures appropriate to their duties. All tenure review documents shall be filed in the Academic Affairs Office until the tenure process is complete and then forwarded to the Human Resources Office. All information used in the tenure process described in Section 11.1.3 must be considered by the Faculty Evaluation Committee.
- 11.1.3 Tenure Review Committee: The Tenure Review Committee's responsibility in the tenure process is to review documents provided by the Faculty Evaluation Committee and issue an annual report and recommendations to the Academic Senate and the President/Superintendent. This report will include recommendations on the reemployment and tenure of each nontenured faculty member. At its discretion, the TRC may meet with the FEC as part of its deliberations. If the TRC is considering a recommendation that is different from that made by the FEC, the two committees must meet to attempt to resolve their differences. The outcome of this meeting will be part of the annual report to the Academic Senate. Before February 15, the Academic Senate will make a recommendation to the Board of Trustees regarding reemployment or tenure for each nontenured faculty member. The Board of Trustees will make all faculty reemployment decisions primarily based upon the judgment and recommendations of the Academic Senate. If the Academic Senate recommendation is not accepted, the Board of Trustees or its designee shall communicate its reason in writing to the Academic Senate and the faculty member.
- 11.1.3.1 The Tenure Review Committee is a standing committee of the Academic Senate. The committee is composed of four faculty members, one of whom will serve as the chair, and the Vice President, Instruction and Student Services, or designee as assigned by the President/Superintendent. The term of service for each faculty member is four years.
- 11.1.3.2 The Chair of the Tenure Review Committee must ensure that all committee responsibilities are met each academic year. The Chair schedules committee meetings and arranges for recording the decisions of the committee. The Chair is also responsible for compiling the annual report and recommendations and forwarding them to the Academic Senate and the President/Superintendent by January 15 of each year.

- 11.1.4 Academic Senate: The Academic Senate is responsible for the review of the Tenure Review Committee's recommendations; review of all documents, if necessary; and submission of recommendations to the Board of Trustees regarding the reemployment or tenure of all nontenured faculty members.
- 11.1.5 Board of Trustees: Before making a decision relating to the continued employment of a nontenured faculty member, the Board will ensure that the following requirements have been satisfied:
 - 11.1.5.1 The faculty member has been evaluated in accordance with this article.
 - 11.1.5.2 The Board of Trustees has received the recommendation of the Academic Senate, including statements of the most recent evaluations of the faculty member.
 - 11.1.5.3 The Board of Trustees has received the recommendation of the President/Superintendent.
 - 11.1.5.4 The Board of Trustees has considered the statement of evaluation and the recommendations in a lawful meeting of the Board.
- 11.2 FACULTY EVALUATION: The central purpose of evaluation is the continued improvement of the educational process. An effective faculty evaluation process is critical to ensure continued educational excellence at the Redwoods Community College District. Faculty, students, and administrators all share the responsibility for the evaluation process, seeing that it is thorough, fair, relevant, consistent, and rigorous. The process should not only highlight, reaffirm, and commend faculty for positive contributions but also foster continued improvement in the delivery of instruction and related services. Where appropriate, specific recommendations for improvement should be indicated.
 - 11.2.1 Effective teaching supports the fundamental goal of student success. Faculty are responsible primarily for facilitating learning and for optimizing the conditions that will permit learning to take place. Evaluation of faculty should be a precise, systematic assessment of performance based on how effectively the faculty member is meeting the established philosophy and mission statements of the institution and fulfilling the professional responsibilities as established in the "Faculty Professional Responsibilities" (Schedule F-1). Evaluation provides an opportunity for a positive, interactive learning experience and for recognition of the value of faculty accomplishments and contributions to the purpose of the institution. The principles guiding this process are the following:
 - 11.2.1.1 Evaluation will assess the effectiveness and quality of instruction and related services, using agreed-upon criteria.
 - 11.2.1.2 Evaluation will assess the current level of success and, where appropriate, the need for improvement or change, and will provide a framework for implementing new instructional objectives or service enhancements.
 - 11.2.1.3 Evaluation will provide feedback on student learning, faculty effectiveness, and professional growth as assessed by peers, students, administrators, and self-evaluation. Each member of the evaluation team provides constructive

input to the evaluation process. Students address the effectiveness of communication, instruction, or service delivery; peers assess faculty expertise (quality of teaching) or relevant materials; the administrator reviews contributions to the program, institution, or service, as well as indications of student learning and/or success; and the faculty member determines how effectively personal teaching or service goals and objectives have been met.

- 11.2.1.4 Evaluation provides the opportunity for the faculty member to demonstrate successful strategies, innovations, discipline-related expertise, currency, and commitment to excellence as evidenced by activities such as organizational memberships, research, writing, or other appropriate discipline-related activities.
- 11.2.1.5 Evaluation provides the opportunity for faculty to demonstrate commitment to students, to the campus community, and to the local community by involvement in activities that support but also transcend their primary faculty role.

11.2.2 NONTENURED, FULL-TIME TEACHING FACULTY PROCESS

- 11.2.2.1 **FREQUENCY OF EVALUATIONS:** Nontenured faculty will, at a minimum, be evaluated for the first two semesters of employment and then each fall semester until tenured. Classroom evaluations by students, peers, and the immediate administrator, and the faculty member's self-evaluation, shall normally be completed by the end of the tenth week of the semester.
- 11.2.2.2 **FACULTY EVALUATION COMMITTEE:** The Faculty Evaluation Committee (FEC) consists of the faculty member's immediate administrator and two peer evaluators. For the purpose of evaluation committee membership, "peer" is defined as a District tenured faculty member normally in the same or a related discipline. One peer is selected by the immediate administrator and one by the faculty member being evaluated. The immediate administrator normally functions as chair of the committee. If there is a conflict in the choice of either of the peer evaluators, the faculty member or immediate administrator whose choice is objected to will submit two additional names from which the other party will select one. The FEC engages in a four-step procedure: (1) pre-evaluation orientation, (2) evaluation of the faculty member, (3) evaluation conference, and (4) preparation of the Evaluation Conference Report.
- 11.2.2.3 **SELF-EVALUATION:** Prior to the pre-evaluation orientation, the faculty member will complete the approved Professional Growth and Self-Evaluation Inventory (Schedule F-4) and submit it to the immediate administrator.
- 11.2.2.4 **PRE-EVALUATION ORIENTATION:** Prior to evaluation, the FEC will review the evaluation criteria and process, establish a timetable, and review the last Evaluation Conference Report (Schedule F-5 with attachments) and the faculty member's Professional Growth and Self-

Evaluation Inventory (Schedule F-4). Members of the FEC may conduct this review process by meeting in-person, by phone, or by e-mail.

- 11.2.2.5 PEER EVALUATIONS: Each peer will make a scheduled visit and evaluate at least one classroom presentation. Most or all of the sections taught by the faculty member should be evaluated by the FEC. Peers shall also review and evaluate instructional materials, which may include but are not limited to, course syllabi, example tests, and any major assignments, projects, or reports. Conclusions regarding the evaluations will be reported to the immediate administrator using the Faculty Evaluation Form (Schedule F-2).
- 11.2.2.6 STUDENT EVALUATIONS: Student evaluations of each of the faculty member's sections will be conducted using the Student Evaluation For Teaching Faculty form (Schedule F-3). Student evaluations may be distributed by the faculty member, peer, or administrator after providing standard written instructions to the students. Evaluations will be collected by the peer, administrator, or a student monitor. The evaluations will be placed in a sealed envelope and promptly delivered to the office of the immediate administrator. Student evaluations normally occur at the beginning of the class period on days other than those when a member of the faculty evaluation committee is observing the class.
- 11.2.2.7 ADMINISTRATIVE EVALUATION: The immediate administrator will conduct at least one scheduled classroom evaluation and subsequent scheduled visits as deemed appropriate. Conclusions regarding the administrator's evaluation(s) will be reported on the Faculty Evaluation Form (Schedule F-2). The immediate administrator is also responsible for collecting, analyzing, and forwarding all evaluation material, including student evaluations and comments, in accordance with this article.
- 11.2.2.8 EVALUATION CONFERENCE: Normally before the end of the twelfth week of the semester, the faculty member and FEC shall meet at least once to review all evaluation materials and to discuss the faculty member's performance. The faculty member's immediate administrator will forward all evaluation materials (Professional Growth and Self-Evaluation Inventory [Schedule F-4], student response statistics and typed comments from Schedule F-3, peer evaluations [Schedule F-2], and administrative evaluations [Schedule F-2]) to the faculty member and to each member of the FEC at least three working days prior to the scheduled evaluation conference. If requested, the faculty member may have one representative from CRFO attend the conference. Members of the committee may participate in the meeting using teleconferencing if agreed to by the FEC and the faculty member. If the recommendation is for reevaluation, the FEC and the faculty member will develop a written program for improvement with a time-line. The program for improvement and time-line are included as part of the Evaluation Conference Report (Schedule F-5) and delivered to the faculty member within two weeks of the evaluation conference. The final FEC recommendation is determined by majority vote of the committee.

11.2.2.9 **EVALUATION CONFERENCE REPORT:** Each committee member signs the report, followed by a signature of acknowledgement from the faculty member. Prior to signing and within ten days of receiving the report, the faculty member may attach an optional written response to the Evaluation Conference Report (Schedule F-5). All evaluation materials including the Evaluation Conference Report (Schedule F-5) signed by all FEC members and faculty member, the optional written response to the Evaluation Conference Report (Schedule F-5), student response statistics and typed comments from Schedule F-3, schedules F-2 and F-4, and the program for improvement and timeline, if the recommendation is for reevaluation, are forwarded to the Vice President, Instruction and Student Services, or designee as assigned by the President/Superintendent. The Evaluation Conference Report (Schedule F-5) is signed by the Vice President, Instruction and Student Services, or designee as assigned by the President/Superintendent and forwarded with all evaluation materials to the Tenure Review Committee. (See endnote at the end of Article XI).

11.2.3 **TENURED, FULL-TIME TEACHING FACULTY PROCESS**

11.2.3.1 **FREQUENCY OF EVALUATIONS:** Tenured faculty will, unless indicated by previous evaluation, be evaluated every three years during either the fall or spring semester. The immediate Administrator (non-faculty) will normally notify designated faculty by the second week of the semester in which they are to be evaluated. Classroom evaluations by students, peers, the immediate administrator shall normally be completed by the end of the tenth week of the semester.

11.2.3.2 **FACULTY EVALUATION COMMITTEE:** The faculty Evaluation Committee (FEC) consists of the faculty member's immediate administrator and two peer evaluators. For the purpose of evaluation committee membership "peer" is defined as a District tenured faculty member normally in the same or a related discipline. One peer is selected by the immediate administrator and one by the faculty member being evaluated. The immediate administrator normally functions as chair of the committee. If there is a conflict in the choice of either of the peer evaluators, the faculty member or immediate administrator whose choice is objected to will submit two additional names from which the other party will select one. The FEC engages in a four-step procedure: (1) Pre-evaluation orientation, (2) evaluation of the faculty member, (3) evaluation conference, and (4) preparation of the Evaluation Conference Report.

11.2.3.3 **SELF-EVALUATION:** Prior to the pre- evaluation orientation, the faculty member will complete the approved Professional Growth and Self-Evaluation Inventory (Schedule F-4) and submit it to the immediate administrator.

11.2.3.4 **PRE-EVALUATION ORIENTATION:** Prior to evaluation, the FEC will review the evaluation criteria and process, establish a timetable, and review the last Evaluation Conference Report (schedule F-5 with

attachments) and the faculty member's Professional Growth and Self-Evaluation Inventory (schedule F-4). Members of the FEC may conduct this review process by meeting in-person, by phone, or by e-mail.

- 11.2.3.5 PEER EVALUATIONS: Each peer will make a scheduled visit and evaluate at least one classroom presentation. Most or all of the sections taught by the faculty member should be evaluated by the FEC. Peers shall also review and evaluate instructional materials, which may include but are not limited to, course syllabi, example tests, and any major assignments, projects, or reports. Conclusions regarding the evaluations will be reported to the immediate administrator using the Faculty Evaluation Form (Schedule F-2).
- 11.2.3.6 STUDENT EVALUATIONS: Student evaluations of each of the faculty member's sections will be conducted using the Student Evaluation for Teaching Faculty form (Schedule F-3). Student evaluations may be distributed by the faculty member, peer, or administrator after providing standard written instructions to the students. Evaluations will be collected by the peer, administrator, or a student monitor. The evaluations will be placed in a sealed envelope and promptly delivered to the office of the immediate administrator. Student evaluations normally occur at the beginning of the class period on days other than those when a member of the faculty evaluation committee is observing the class.
- 11.2.3.7 ADMINISTRATIVE EVALUATION: The immediate administrator will conduct at least one scheduled classroom evaluation and subsequent scheduled visits as deemed appropriate. Conclusions regarding the administrator's evaluation(s) will be reported on the Faculty Evaluation Form (Schedule F-2). The immediate administrator is also responsible for collecting, analyzing, and forwarding all evaluation material, including student evaluations and comments, in accordance with this article.
- 11.2.3.8 EVALUATION CONFERENCE: Normally before the end of the twelfth week of the semester, the faculty member and FEC shall meet at least once to review all evaluation materials and to discuss the faculty member's performance. The faculty member's immediate administrator will forward all evaluation materials (Professional Growth and Self-Evaluation Inventory [Schedule F-4], student response statistics and typed comments from Schedule F-3, peer evaluations [Schedule F-2], and administrative evaluations [Schedule F-2]) to the faculty member and to each member of the FEC at least three working days prior to the scheduled evaluation conference. If requested, the faculty member may have one representative from CRFO attend the conference. Members of the committee may participate in the meeting using teleconferencing if agreed to by the FEC and the faculty member. If the recommendation is for reevaluation, the FEC and the faculty member will develop a written program for improvement with a time-line. The FEC will consult with the Vice President, Instruction and Student Services, or designee as assigned by the President/Superintendent before the program for improvement and the time-line are finalized. The program for improvement and time-line are included as part of the Evaluation Conference Report (Schedule F- 5) and

delivered to the faculty member within two weeks of the evaluation conference. The final FEC recommendation is determined by majority vote of the committee.

11.2.3.9 **EVALUATION CONFERENCE REPORT:** Each committee member signs the report, followed by a signature of acknowledgement from the faculty member. Prior to signing and within ten days of receiving the report, the faculty member may attach an optional written response to the Evaluation Conference Report (Schedule F-5). All evaluation materials including the Evaluation Conference Report (F-5) signed by all FEC members and the faculty member, the optional written response to the Evaluation Conference Report (F-5), student response statistics and typed comments from Schedule F-3, schedules F-2 and F-4, and the program for improvement and timeline, if the recommendation is for reevaluation, are forwarded to the Vice President, Instruction and Student Services, or designee as assigned by the President/Superintendent. The Evaluation Conference Report (Schedule F-5) is signed by the Vice President, Instruction and Student Services and forwarded with all evaluation materials to the personnel file. (See endnote at end of Article XI)

11.2.4 **ASSOCIATE FACULTY EVALUATION** – Each new associate faculty member will be evaluated in his or her first semester of instruction (excluding summer and winter intersessions) by an Associate Faculty Evaluation Committee (AFEC). Thereafter, the associate faculty member will be evaluated every 6th semester under contract with the District in a teaching assignment or the equivalent in hourly employment in a non-teaching assignment or as requested by the current AFEC. The AFEC assesses the associate faculty member's performance. The AFEC will submit its report and reemployment recommendation to the appropriate administrator. Recommendations are limited to the following:

- Satisfactory, recommend rehire with evaluation at the next regular interval.
- Needs improvement, recommend rehire with reevaluation in the next assigned semester.
- Unsatisfactory, recommend non-rehire.

These recommendations shall be based on peer evaluations (AF-2), student evaluations (F-3), direct supervisory administrator's evaluations (AF-2), self-evaluations (AF-4), and past evaluations (AF-5). All associate faculty evaluation documents shall be filed with the Human Resources Office and placed in the associate faculty member's personnel file.

11.2.4.1 **STRUCTURE OF ASSOCIATE FACULTY EVALUATION COMMITTEE:** The Associate Faculty Evaluation Committee (AFEC) for the initial evaluation of an associate faculty member, consists of the associate faculty member's immediate administrative supervisor or designee, and one peer evaluator mutually agreed to by the administrative supervisor and the evaluatee. If the initial evaluation conference report records a recommendation of "Satisfactory," subsequent evaluations, and evaluation conference report, (per section 11.2.4.6) shall be conducted by one person, a faculty peer, Administrative supervisor, or their designee.

The evaluatee, the immediate administrative supervisor or designee, or the faculty peer has the option of requesting a two person evaluation committee.

If any recommendation other than “Satisfactory” is recorded at any evaluation, the subsequent evaluation committee shall again consist of two persons, the immediate administrative supervisor and one peer evaluator.

For the purpose of evaluation committee membership, “Peer” is defined as a District faculty member preferably in the same or a related discipline. The immediate administrative supervisor functions as chair of the committee. The AFEC engages in a two-step procedure: (1) evaluation of the associate faculty member, (2) preparation of the Associate Faculty Evaluation Conference Report (AF-5) at the evaluation conference. Evaluation shall

- Assess the effectiveness and quality of instruction and related services;
- Assess the current level of success and, where appropriate, the need for improvement or change;
- Provide a framework for implementing new instructional objectives or service enhancements; and
- Provide associate faculty with an opportunity to document any additional contributions to the college or the community.

11.2.4.2 SELF-EVALUATION: Prior to the evaluation conference, the associate faculty member will complete the approved Teaching and Self-Evaluation Inventory for Associate Faculty (Schedule AF-4) and submit it to the immediate administrative supervisor.

11.2.4.3 PEER EVALUATION: The peer shall schedule an observation session with the evaluatee and shall base the evaluation on observation(s) of teaching or non-teaching work performance and relevant materials. Conclusions regarding the evaluations shall be reported to the immediate administrative supervisor using the Associate Faculty Evaluation Form (Schedule AF-2).

11.2.4.4 STUDENT EVALUATIONS: During the evaluation semester, up to two class sections taught by the associate faculty member shall have student evaluations (Schedule F-3) administered by the peer, administrator or designee of the AFEC, and reviewed by the AFEC.

In the case of non-teaching faculty, not less than 15 and not more than 25 student evaluations shall be distributed and collected.

11.2.4.5 ADMINISTRATOR EVALUATION: The immediate administrator shall conduct at least one scheduled observation. The administrator shall evaluate the associate faculty using Schedule AF-2. The administrator shall collect and forward all evaluation material in accordance with this article to the AFEC members and the associate faculty member at least five working days prior to the evaluation conference.

- 11.2.4.6 **EVALUATION CONFERENCE:** Normally, before the end of the twelfth week of the semester, the associate faculty member and AFEC shall meet at least once to review all evaluation materials and to discuss the faculty member's performance. The following evaluation materials shall be given to the associate faculty member and the members of the AFEC at least 5 working days prior to the evaluation conference:
- Teaching and Self-Evaluation (AF-4)
 - Student response statistics and all comments from the F-3
 - Peer and administrators evaluation (AF-2)
 - If applicable, most recent recommendations for improvement and timelines (previous AF-5)

The associate faculty member may have one representative from CRFO attend the conference. Members of the committee may participate in the meeting using teleconferencing if agreed to by the AFEC and the associate faculty member.

Recommendations are limited to the following:

- Satisfactory, recommend rehire with evaluation at the next regular interval.
- Needs improvement, recommend rehire with reevaluation in the next assigned semester.
- Unsatisfactory, recommend non-rehire.

- 11.2.4.7 **ASSOCIATE FACULTY EVALUATION CONFERENCE REPORT:** The AFEC, at the conference, produces an Associate Faculty Evaluation Conference Report (Schedule AF-5), and each member signs the report. The associate faculty member may, within ten working days of receiving the report, attach an optional written response prior to signing. All evaluation materials listed below shall be forwarded to the appropriate vice president or designated administrator and housed in the Human Resources office:
- AFEC Conference Report (AF-5)
 - AF optional written response
 - Student response statistics from the F3
 - Peer and administrator's evaluation (AF-2 and AF-4)
 - Program for improvement and timeline, if the AFEC has recommended re-evaluation.

A copy of the AFEC Conference Report and, if applicable, program for improvement and timeline shall be given to the associate faculty member within 5 working days of the completion of the conference. All original student evaluation forms shall be given to the Associate Faculty member at the end of the semester. Members of the AFEC shall return all evaluation materials to the Administrator at the end of the conference

- 11.2.5 **ASSOCIATE FACULTY RE-HIRE:** It is in the best interest of the District to rehire experienced, competent associate faculty.

The administration retains the right to rehire associate faculty relying primarily on the recommendations of faculty. The following factors (not in priority order) are to be considered in assigning available work load to associate faculty:

- Consistent pattern of satisfactory evaluations
- Ranking on the appropriate seniority list
- Relevant expertise, specialization and/or recognized accomplishments
- Enhancement of staff diversity
- Consistent adherence to district policies and procedures

Upon request, associate faculty will receive written notification of the reason for non-rehire from the appropriate vice president or designee.

After the fulfillment of a teaching or non-teaching assignment for six semesters, an associate faculty member is eligible for a one-year assignment. Before the end of each Spring semester, eligible associate faculty will be sent a letter of commitment offering an anticipated load for the subsequent fall/spring semesters, contingent upon the availability of funding and load. Associate faculty will not lose their eligibility if load is unavailable.

The Human Resources office shall maintain a current seniority list of associate faculty based on total TLUs taught or equivalent in hourly employment in a non-teaching assignment. Each division shall be provided an updated seniority list each year. Seniority list will be calculated beginning with the Fall 2007 semester.

11.2.6 **NONTEACHING FACULTY (TENURED AND NONTENURED) PROCESS:** The process, procedures, and forms for evaluating nonteaching faculty will be the same as for teaching faculty except for the variations listed in this section.

- 11.2.6.1 **PEER EVALUATIONS:** Counselors, librarians, and other nonteaching faculty will be evaluated using the standard approved faculty evaluation form (Schedule F-2). However, where specific job descriptions exist, they should be reviewed by the faculty member's peers and administrator performing the evaluations and used where appropriate in their assessment of the faculty member's performance.
- 11.2.6.2 **STUDENT EVALUATIONS:** Special student evaluation forms may be used for counselors (Schedule F-3A), librarians (F-3B), and Lead Learning Disability Specialist (F-3C) with the approval of the administrator to whom they report and CRFO. Student evaluations will not be used for other nonteaching faculty unless they have direct and continual contact with students as determined by the administrator to whom they report.
- 11.2.6.3 **ADMINISTRATIVE EVALUATION:** Prior to the evaluation, the manager or administrator to whom a nonteaching faculty member reports shall conduct at least one formal scheduled observation of the nonteaching faculty member's performance and subsequent visits as may be deemed appropriate. The administrative evaluation will incorporate the content of the faculty member's job description into the assessment of the faculty member's performance. The administrative evaluator is responsible for collecting, analyzing, and forwarding all evaluation material including any student evaluations and comments in accordance with this article.

11.2.6.4 EVALUATION CONFERENCE: The manager or administrator to whom a nonteaching faculty member reports will conduct the conference. Separate evaluations may be required for dual or split assignments, but they must be done in conjunction with one another and as part of the regular evaluation. Any deletions, additions, corrections, or other alterations made or suggested by the Vice President must be communicated in writing to the nonteaching faculty member and Evaluation Committee prior to being forwarded to the Tenure Review Committee, if appropriate, or personnel file (see endnote at end of Article XI).

11.2.7 ADDITIONAL EVALUATIONS: Nothing in this article should be taken to preclude or obviate additional evaluations of faculty that may be required by the state or federal government or by specialized accreditation bodies.

NOTES

The evaluatee will be given an opportunity to review and respond to recommendations or to other materials before they are placed in the personnel file. The evaluatee may respond within ten working days of receiving the recommendations and/or materials, and that written response will be included in the personnel file.

ARTICLE XII
INSTRUCTION ACTIVITIES BY ADMINISTRATORS

- 12.1 Administrators may occasionally teach a course or courses, provided the administrator meets minimum qualifications for teaching in that discipline and the assignment is approved by the Vice President, Academic Affairs or designee as assigned by the President/Superintendent after consideration of the recommendation of the faculty within that division.
- 12.2 Transfer of administrative personnel into teaching positions: CRFO and the District agree that administrators who meet minimum qualifications in the discipline may be assigned to classroom instructional positions in the pertinent discipline when there is a partial or full load available in the form of an existing or planned overload for a faculty member or in the form of courses assigned to an associate faculty member in that discipline.
- 12.2.1 Administrators hired after June 30, 1990, who did not have faculty tenure in this District at the time of hire, may be reassigned to a first-year probationary position.
- 12.2.2 Administrators hired before June 30, 1990, have earned tenure in the District and have both seniority and bumping rights.
- 12.3 The initial salary placement for an individual transferring under the provisions of this article will be consistent with District practices for academic employees. Redwoods Community College District experience as an administrator will be credited one step for each year of experience. Thereafter, the salary advancement would be in accordance with regular practice. This salary placement has no effect on seniority or bumping rights.

ARTICLE XIII
FACULTY SERVICE AREAS AND REDUCTION IN FORCE

- 13.1 A Faculty Service Area (FSA) is a service or instructional subject area or group of related services or instructional subject areas performed by faculty. The function of FSAs is to provide a rational and workable framework within which seniority and bumping rights can be exercised by faculty when a reduction in force, or layoff, is being effected.
- 13.2 The Board shall notify CRFO before implementing any reduction in force. "Reduction in force" means termination or reduction of the employment of any faculty member because of a reduction or discontinuation of a particular kind of service or a decline in enrollment pursuant to Education Code Sections 87743, 87744, 87745, and 87746.
- 13.3 On or before February 1, the Board shall provide CRFO with the reasons the Board believes a reduction in force is necessary and a list of potentially affected programs based on then available information. This provision shall not be greivable nor shall it invalidate the reduction in force.
- 13.4 Before the initiation of any formal reduction in force proceedings as described below in Section 13.6, an appropriate administrator shall meet with the faculty member whose program is subject to reduction or discontinuation. The purpose of this meeting shall be to discuss alternatives listed as part of this section. The faculty member shall have the right to be accompanied by a CRFO representative. Subsequent to this meeting, the Board shall assign the faculty member who would otherwise be subject to layoff to one or more of the following if, in the judgment of the Board, any of them are available and appropriate:
- 13.4.1 Transfer or reassignment under provision of Article 10
 - 13.4.2 Multi-campus assignment
 - 13.4.3 Saturday, day-evening, on-line, or other non-traditional assignments
 - 13.4.4 Other duties beneficial to the District as determined by the Board
- 13.5 In addition, to avoid layoffs the Board may, in consultation with CRFO, offer to any faculty members who agree to do so, voluntary reduction in contract and/or transfer or reassignment under Article 10.
- 13.6 Formal reduction in force proceedings shall commence with Board action at a regularly scheduled Board meeting within the thirty day period immediately preceding March 15th. Faculty members subject to layoff in the event of a reduction in force shall be notified by the Board in accordance with the Education Code.
- 13.6.1 At the commencement of probationary employment with the District a faculty member shall be assigned to an appropriate Faculty Service Area(s) (FSA) for which he or she qualifies by the terms of employment. After initial employment, a faculty member who is eligible for additional FSAs shall declare and provide proof of such eligibility in accordance with sections 13.9 and 13.10.

- 13.6.2 In the event of a reduction in force, faculty members in an FSA shall be subject to layoff in the inverse order of their seniority.
- 13.6.3 Seniority shall be determined by the first date of paid employment as a probationary faculty member of the District.
- 13.6.3.1 The seniority date for a faculty member initially hired as an academic administrator prior to June 30, 1990 shall be the first date of his or her paid employment in the District in a probationary position.
- 13.6.3.2 For probationary faculty who share the same first date of paid employment, a lottery will be held to determine their ranking on the seniority list.
- 13.7 In the event of reduction in force proceedings, tenured and/or probationary faculty members shall be assigned in such a manner that they shall be retained to render service in any FSA in which the faculty member is both qualified and competent. In order to be retained to render service in an FSA during a reduction in force, the faculty member must both:
- 1) Meet state minimum qualifications adopted by the State Board of Governors as prescribed in Title 5 or possess a valid credential in the appropriate discipline, and
 - 2) Be competent in the applicable faculty service area as set forth in the competency criteria in Section 13.7.1 below.
- 13.7.1 For the purposes of this article only, a faculty member shall be considered to be competent to serve in a FSA if he or she fulfills at least the following:
- 13.7.1.1 Has had previous satisfactory District employment in the FSA for at least two semesters within the previous 10 semester as part of their regular faculty load.
- 13.8 The District Human Resources office shall maintain a list of the faculty service areas and the faculty members who are competent in each FSA. A copy of the current list shall be available in each division office, the Academic Affairs office and CRFO. Changes to the designation of faculty service areas may be made through the negotiations process.
- 13.9 Each faculty member's official personnel file shall reflect the Faculty Service Area(s) for which the faculty member is competent. Upon attaining competence in additional FSA(s) in accordance with the provision of section 13.7.1 of this article, the faculty member may submit an application (Schedule G – Application form for Additional FSAs) to the Director, Human Resources. Upon approval of the information provided in the application, Human Resources will add the FSA to the faculty member's file and update the Faculty Seniority List.
- 13.9.1 In the event a dispute arises from an allegation that a faculty member has been improperly denied a FSA, the faculty member may request a meeting with CRFO and Human Resources in an attempt to resolve the dispute.
- 13.10 It shall be the responsibility of the individual faculty member to furnish any necessary valid credential or credentials to establish the necessary minimum qualifications in the appropriate discipline, to establish competency in the applicable FSA in accordance with the terms of Subsection 13.7.1 and its subsections, and to provide all necessary information to the Director, Human Resources or designee on or before February 15th of the year during which reduction in force proceedings are commenced.
- 13.11 The Board shall furnish to CRFO copies of all notifications of termination because of reduction in force.

13.12 A faculty member who has been notified that his or her employment may be reduced or terminated because of a reduction in force may either:

13.12.1 Initiate the grievance procedure under provision of Article 9 if the member believes that the Board has violated, misapplied, or misinterpreted the specific provisions of this article (in which case the grievance shall be the exclusive means of reviewing the reduction or termination of employment); or

13.12.2 Request a hearing under Education Code Section 87740 (in which case the hearing shall be the exclusive means of reviewing the reduction or termination of employment).

If the faculty member elects to file a grievance, the decision that results from that grievance shall be final and the employee may not request a hearing under Education Code Section 87740. If the faculty member elects instead to request a hearing under Education Code Section 87740, the decision that results from the hearing shall be final (unless appealed to the Superior Court), and the employee may not allege a violation misapplication, or misinterpretation of this article by filing a grievance under Article 9.

13.13 A faculty member who has been laid off because of reduction in force shall be provided three (3) months (June, July, and August) of paid benefits following layoff and subsequently may continue to receive medical, dental, and vision care benefits in accordance with COBRA rights.

13.14 The District shall follow Education Code requirements related to rehire provisions for faculty employees laid off by a reduction in force.

ARTICLE XIV
PERSONNEL FILE

- 14.1 For each employee, there shall be one official personnel file maintained at the District's Human Resources Office.
- 14.2 Official personnel files shall be stored and maintained in a manner that ensures confidentiality. Such files are available for review only to authorized District personnel and other persons having a legal right to review.
- 14.3 Employees may inspect their personnel file upon request. An employee may, in writing, authorize a representative to have access to and to review the employee's official personnel file. All reviews shall be done in the presence of a management employee or designee to ensure confidentiality and security of the file.
- 14.4 Material may only be placed in an employee's personnel file by the employee's Vice President, the President/Superintendent, or the Human Resources Director. Information of a derogatory nature shall not be placed in a personnel file unless and until the employee is given written notice, furnished a copy of the material, and given ten working days to review and respond in writing and have that response included in the file.
- 14.5 Any material placed in an employee's file shall be identified as to its source or originator and its date of receipt by the District. No anonymous material shall become a part of an employee's personnel file.

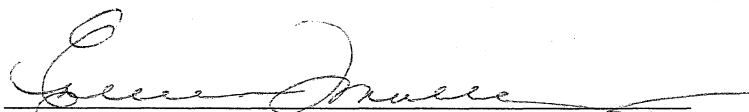
ARTICLE XV
COMPLETION OF MEETING AND NEGOTIATING


- 15.1 This agreement shall constitute the full and complete agreement between both parties and may be modified only through the voluntary, mutual consent of the parties in a written and signed memorandum of understanding or amendment to this agreement.
- 15.2 The District and CRFO agree to continue discussions on the Distance Education Evaluation Procedure.
- 15.3 The District and CRFO agree that each party may annually request to reopen on any three articles of choice during 2013-2014, 2014-2015 and 2015-2016, of which only two may relate to economic issues, as well as any other articles mutually agreed upon.


ARTICLE XVI
TERM

16.1 The term of the agreement shall be from July 1, 2013, through June 30, 2016.

Approved by the Redwoods Community College District Board of Trustees on August 6, 2013, and by the College of the Redwoods Faculty Organization on July 17, 2013.


Dr. Colleen Mullery, President, Board of Trustees


Kathryn G. Smith, District President/Superintendent


Ryan Emenaker, CRFO President

SCHEDULE A-1
FACULTY SALARY SCHEDULE
EFFECTIVE JULY 1, 2013
(Article III, Section 3.13.1)

2013-14	CLASS			
	I BA	II MA	III MA (BA+50)	IV MA (BA+70)
1	41,614	44,111	46,758	49,563
2	43,279	45,875	48,628	51,546
3	45,010	47,710	50,573	53,607
4	46,810	49,619	52,596	55,752
5	48,683	51,604	54,700	57,982
6	50,630	53,668	56,888	60,301
7	52,655	55,814	59,163	62,713
8	54,761	58,047	61,530	65,222
9	56,952	60,369	63,991	67,831
10	59,230	62,784	66,551	70,544
11	61,599	65,295	69,213	73,366
12	64,063	67,907	71,981	76,300
13	66,626	70,623	74,861	79,352
14	69,291	73,448	77,855	82,526
15	72,062	76,386	80,969	85,827
16			82,589	87,544
17			84,240	89,295
18			85,925	91,081
19				92,902
20				94,760
21				96,655

Note: Faculty with an earned doctorate degree from an accredited school in the appropriate field will receive \$1,500 above his/her annual salary as developed by placement on the above schedule.

Placement for initial employment is limited to Step 5.

SCHEDULE A
FACULTY SALARY SCHEDULE
 EFFECTIVE JULY 1, 2013
 (Article III, Section 3.13.1)

Step	CLASS			
	I BA	II MA	III MA/BA+50	IV MA/BA+70
1	45,579	48,314	51,213	54,286
2	47,402	50,247	53,261	56,457
3	49,299	52,256	55,392	58,715
4	51,270	54,347	57,607	61,064
5	53,321	56,521	59,912	63,506
6	55,454	58,781	62,308	66,047
7	57,672	61,133	64,801	68,689
8	59,979	63,578	67,393	71,436
9	62,378	66,121	70,088	74,294
10	64,873	68,766	72,892	77,265
11	67,468	71,517	75,808	80,356
12	70,167	74,377	78,840	83,570
13	72,974	77,352	81,993	86,913
14	75,893	80,446	85,273	90,390
15	78,929	83,664	88,684	94,005
16			90,458	95,885
17			92,267	97,803
18			94,112	99,759
19				101,754
20				103,789
21				105,865

Note: Faculty with an earned doctorate degree from an accredited school in the appropriate field will receive \$1,500 above his/her annual salary as developed by placement on the above schedule.

Placement for initial employment is limited to Step 5.

SCHEDULE B-1
SEMESTER-BASED
ASSOCIATE FACULTY SALARY SCHEDULE
 EFFECTIVE JULY 1, 2013
 (Article III, Section 3.13.2)

2013-14	CLASS				
Step	0 < Class I	I BA+8Yrs	II MA	III MA/BA+50	IV MA/BA+70
1	559	615	651	691	732
2	581	639	678	718	761
3	604	665	705	747	792
4	629	691	733	777	823
5	654	719	762	808	856
6		748	793	840	891
7		778	824	874	926
8		809	857	909	963
9		841	892	945	1,002
10		875	927	983	1,042

Associate faculty will be placed on the bargaining unit member salary schedule and advanced one Step on the schedule for each 45 teaching load units of service to a maximum of Step 10.

Fee-based, non-FTE-generating classes and noncredit contract classes are excluded from this schedule.

SCHEDULE B
SEMESTER-BASED
ASSOCIATE FACULTY SALARY SCHEDULE
EFFECTIVE JULY 1, 2013
(Article III, Section 3.13.2)

Step	CLASS				
	0 < Class I	I BA+8Yrs	II MA	III MA/BA+50	IV MA/BA+70
1	608	668	709	751	796
2	632	695	737	781	828
3	657	723	766	812	861
4	684	752	797	845	896
5	711	782	829	879	931
6		813	862	914	969
7		846	897	950	1,007
8		880	932	988	1,048
9		915	970	1,028	1,090
10		951	1,009	1,069	1,133

Associate faculty will be placed on the bargaining unit member salary schedule and advanced one Step on the schedule for each 45 teaching load units of service to a maximum of Step 10.

Fee-based, non-FTE-generating classes and noncredit contract classes are excluded from this schedule.

SCHEDULE C
STIPENDS

Coaching (Article III, Section 3.13.5)

For work performed beyond normal faculty assignments, coaches will be paid stipends. Responsibilities will include supervision of athletic contests and athletes and activities on weekends and holidays. Coaches will not be additionally compensated for travel time.

Stipends will be paid the month after the specific athletic season concludes and after the appropriate supervising administrator has certified that the faculty/associate faculty member has completed the required activities.

Stipends are set at the following amounts for coaching preseason, regular season, and applicable postseason activities, which may include weekends and holidays:

Stipend	2013-14
Baseball	\$ 3,772.04
Basketball	\$ 4,279.66
Cross-Country	\$ 1,450.33
Football	\$ 2,683.11
Soccer*	\$ 1,886.62
Softball	\$ 3,772.04
Track	\$ 1,886.62
Volleyball	\$ 1,886.62
Trainer**	\$ 5,367.41
**Trainer is not a Certificated position. It is paid as a Classified PRME	

These stipends will be adjusted by the same percentage as faculty/associate faculty salaries when salary changes are negotiated.

Special Assignments

For special assignments, faculty members or associate faculty members may receive stipends in addition to their salaries as stipulated in Article III, Section 3.13.5.

SCHEDULE D
TELE-COURSE MULTIPLIER SCHEDULE
Effective Fall, 2007

Distance Enrollment	TLU Multiplier
1	1.02
2	1.04
3	1.06
4	1.08
5	1.10
6	1.12
7	1.14
8	1.16
9	1.18
10	1.20
11	1.22
12	1.24
13	1.26
14	1.28
15	1.30
16	1.32
17	1.34
18	1.36
19	1.38
20	1.40
21	1.42
22	1.44
23	1.46
24	1.48
25	1.50

Distance Enrollment	TLU Multiplier
26	1.52
27	1.54
28	1.56
29	1.58
30	1.60
31	1.62
32	1.64
33	1.66
34	1.68
35	1.70
36	1.72
37	1.74
38	1.76
39	1.78
40	1.80
41	1.82
42	1.84
43	1.86
44	1.88
45	1.90
46	1.92
47	1.94
48	1.96
49	1.98
50	2.0

Note 1: A faculty member may choose to have an instructional aide instead of the TLU credit if the cost to the college is less.

Note 2: Additional TLU credit for distance students is based on the assumption that local, on-site section has sufficient enrollment.

SCHEDULE E
LARGE CLASS FORMAT
ADDITIONAL TEACHING LOAD UNITS
(Section 3.21)

Additional TLUs will be provided to faculty and associate faculty who teach very large classes.

For courses designated to be taught in the large-class format, the percent of the normal TLUs will be allocated to the course based on the number of students who are officially enrolled in and attending class at the end of the second week of classes as defined below:

Class Size	Percent of TLUs
60	125%
65	130%
70	135%
75	140%
80	145%
85	150%
90	155%
95	160%
100	165%
105	170%
110	175%
115	180%
120	185%
125	190%
130	195%
135	200%
140	205%
145	210%
150	215%
155	220%
160	225%
165	230%
170	235%
175	240%
180	245%
185	250%

SCHEDULE F-1
FACULTY PROFESSIONAL RESPONSIBILITIES
(Includes Teaching, Nonteaching, and Associate Faculty)

- A. Teaching and Nonteaching Assignments
- *1. Demonstrates effective performance of duties and responsibilities of the assignment.
 2. Shows currency and depth of knowledge in the discipline and/or area of assignment.
 3. Demonstrates patience, fairness, and promptness in the evaluation and discussion of student work.
 4. Shows sensitivity and responsiveness to the needs of individual students and their special circumstances, when appropriate.
 5. Shows sensitivity to and knowledge of the diverse ways students learn and is responsive to individual needs.
 6. Uses effective written and oral communication skills with students and colleagues.
 7. Demonstrates effective organizational skills in the classroom and/or work site.
 8. Exercises effective judgment in following college policy.
 9. For faculty with teaching assignments, uses teaching methods and materials challenging to the student and appropriate to the subject matter, consistent with departmental curriculum, while encouraging within a department a variety of successful pedagogical approaches to learning.
 10. For faculty with nonteaching assignments, effectively fulfills responsibilities in terms of:
 - a) communication and coordination with students, colleagues, and administrators;
 - b) quality of work; and, if appropriate,
 - c) program development, budget planning and implementation, program leadership, and collegial governance.
 11. Ensures currency and appropriateness of curriculum, course outlines, and written materials.
 12. Ensures that the following are incorporated into materials in the area of assignment: communication skills, computational skills, critical thinking, and cultural diversity.
 13. Adheres to state and federal regulations applicable to area of assignment.

* Duties and responsibilities of the discipline or area of assignment are delineated in specific job descriptions and/or department procedure manuals.

- B. Responsibilities additional to Teaching/Nonteaching Assignment may include the following:
1. Participates, where appropriate, in peer mentoring and evaluation processes and demonstrates objectivity in the professional evaluation of colleagues.
 2. Meets contractual obligations, including advising and maintaining regular office hours, when applicable to the position.
 3. Demonstrates responsibility in fulfilling division/department obligations and other district requirements.
 4. Participates in professional growth activities, such as workshops, seminars, conferences, publications, artistic exhibits, performances, research, or other activities appropriate to assignment.
 5. Provides leadership and demonstrates commitment to the profession through activities such as involvement in professional organizations, participation in collegial governance, college committees, campus activities, development of new curriculum, classroom research, or other appropriate activities.
 6. Works with colleagues to provide an educational program and environment that supports the success of each student, and otherwise implements the college philosophy and mission statement.
 7. Participates in program review and accreditation processes.
- C. Professional Conduct
1. Promotes and defends intellectual inquiry and the exchange and analysis of ideas among colleagues and students; values the diversity of opinions.
 2. Demonstrates respect for the college community and the profession.
 3. Promotes a nonthreatening campus environment free from verbal and nonverbal discrimination and sexual harassment.
 4. Supports gender equity and cultural diversity, and displays sensitivity to these issues.

SCHEDULE F-2
FACULTY EVALUATION FORM
(TO BE COMPLETED BY PEERS AND ADMINISTRATORS)

Name of Faculty: _____ Date: _____

Name of Evaluator: _____

Type of Evaluation: Peer
 Administrator

Instructions: Please describe in some detail the faculty member's performance in the following areas. Within each category, prompts are provided to help you in your evaluation. In addition to your descriptive summary, include your analysis of strengths and limitations.

Teaching/Nonteaching Assignment

- Currency and depth of knowledge in discipline,
- Effective teaching and nonteaching performance,
- Effective course organization (including course syllabi) or nonteaching assignment organization,
- Development and assessment of Student Learning Outcomes (SLO's) and Program Learning Outcomes (PLO's),
- Effective Communication skills (written and oral), and
- Sensitivity to student diversity and special needs.

Responsibilities additional to Teaching/Nonteaching Assignment

Service and/or creative activities (college, professional, and/or community):

Professional Conduct

Values the diversity of ideas on campus, demonstrates respect to students and colleagues/staff, and follows ethical standards of the profession:

Faculty Signature

Date

Evaluator Signature

Date

SCHEDULE F-3
STUDENT EVALUATION FOR TEACHING FACULTY

Name of Instructor: _____ Date: _____

Course Title: _____

Your thoughtful responses to the following items will help your instructor improve his/her teaching and this course. This evaluation should be done anonymously. Your written responses will be typed and given to the instructor. Thank you for your cooperation.

PART 1: With respect to your experience in this instructor's classroom, lab, and/or faculty office, please comment on his/her strengths and/or areas that could be improved.

PART 2: Choose the answer that best describes your response to the following statements. If an item is not applicable to a particular course, subject, or instructor, choose F.

A. Strongly agree B. Agree C. Neutral D. Disagree E. Strongly disagree F. No opinion

1. The instructor seems organized and well prepared for class. A B C D E F
2. The instructor seems to enjoy teaching. A B C D E F

3. I understand the instructor's explanations. A B C D E F
4. The instructor fosters an open exchange of ideas in the classroom. A B C D E F
5. The instructor makes learning this subject interesting. A B C D E F
6. The instructor grades my work fairly. A B C D E F
7. The assignments help me to understand the course content. A B C D E F
8. I know what is expected of me in this course. A B C D E F
9. The instructor provides the information necessary to determine my current grade. A B C D E F
10. The instructor evaluates and returns my work in a timely fashion. A B C D E F
11. The instructor is available to help me. A B C D E F
12. Overall, I think the instructor is a good teacher. A B C D E F

PART 3: Please write comments that support your ratings for statements 1 through 12.

SCHEDULE F-3A
STUDENT EVALUATION OF COUNSELOR

Name of Instructor: _____ Date: _____

Your thoughtful responses to the following items will help your counselor improve. This evaluation should be done anonymously. Your written responses will be typed and given to the counselor. Thank you for your cooperation.

PART 1: With respect to your experience in counseling sessions, workshops or other office visits, please comment on his/her strengths and/or areas that could be improved.

PART 2: Choose the answer that best describes your response to the following statements. If an item is not applicable to a particular course, subject, or instructor, choose F.

A. Strongly agree B. Agree C. Neutral D. Disagree E. Strongly disagree F. No opinion

- | | |
|--|-------------|
| 1. The counselor seemed to understand and be interested in my questions and concerns. | A B C D E F |
| 2. The counselor provided me with a better understanding of my educational goals and how to obtain them. | A B C D E F |
| 3. The counselor was informative and will to answer any questions I had. | A B C D E F |
| 4. The counselor was friendly and created a warm, positive atmosphere. | A B C D E F |
| 5. The counselor provided me with information about other available student services. | A B C D E F |

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Counselor
SCHEDULE F-3A (continued)

- | | |
|--|-------------|
| 6. The counselor maintains an educational environment that is free from sexual harassment and discrimination related to sex, faith, color, nationality, religion, age, or handicap. | A B C D E F |
| 7. The counselor's remarks, examples, and illustrations are free from terminology or inference that might reflect negatively upon or be degrading to persons of a particular sex, nationality or religion. | A B C D E F |

PART 3: Please write comments that support your ratings for statements 1 through 7.

SCHEDULE F-3B
STUDENT EVALUATION FOR LIBRARIAN

Course Title: _____ Name of Instructor: _____

Date of Library Presentation: _____ Name of Librarian: _____

Your thoughtful responses to the following items will help the librarian improve future library or research instruction sessions. Your comments will be kept strictly anonymous, and will be typed and given to the librarian. Thank you for your cooperation.

PART 1: Based on your experience in the library session, please comment on the librarian's strengths or weaknesses and provide any suggestions for improvement of the presentation content or delivery.

PART 2: Choose the answer that best describes your response to the following statements. If an item is not applicable to a particular course, subject, or instructor, choose F.

A. Strongly agree B. Agree C. Neutral D. Disagree E. Strongly disagree F. No opinion

- | | |
|--|-------------|
| 1. The librarian is organized and well prepared for the session. | A B C D E F |
| 2. The librarian demonstrates mastery of the subject matter. | A B C D E F |
| 3. The librarian explains or demonstrates the material clearly. | A B C D E F |
| 4. Students felt free to ask questions during the session. | A B C D E F |
| 5. This presentation has helped improve my ability to do library research and prepare for my research and writing assignments. | A B C D E F |
| 6. The librarian is fair and prompt in providing help to students when they need it. | A B C D E F |
| 7. The handouts and exercises have helped me to understand how to do research for my class. | A B C D E F |

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Librarian

SCHEDULE F3B (continued)

- | | | | | | | | |
|-----|---|---|---|---|---|---|---|
| 8. | The librarian is respectful and accommodating of student differences, including ability, academic preparation and learning style. | A | B | C | D | E | F |
| 9. | The librarian is available and helpful during the session. | A | B | C | D | E | F |
| 10. | Overall rating for this librarian. | A | B | C | D | E | F |
| 11. | Overall rating for the method of presentation. | A | B | C | D | E | F |
| 12. | Overall rating for the content of the presentation. | A | B | C | D | E | F |

Part 3 - Please write comments explaining in more detail your ratings for statements 1 through 12.

SCHEDULE F-3C
STUDENT EVALUATION FOR LEAD LEARNING DISABILITY SPECIALIST

Name of Instructor: _____ Date: _____

Course Title: _____

Your thoughtful responses to the following items will help your instructor improve his/her teaching and this course. This evaluation should be done anonymously. Your written responses will be typed and given to the instructor. Thank you for your cooperation.

PART 1: With respect to your experience in this instructor's classroom, lab, and/or faculty office, please comment on his/her strengths and/or areas that could be improved.

PART 2: Choose the answer that best describes your response to the following statements. If an item is not applicable to a particular course, subject, or instructor, choose F.

A. Strongly agree B. Agree C. Neutral D. Disagree E. Strongly disagree F. No opinion

- | | |
|---|-------------|
| 1. I understand the instructor's explanations. | A B C D E F |
| 2. Instructor respects and listens to student's needs and concerns. | A B C D E F |
| 3. Instructor is available to speak with students. | A B C D E F |
| 4. Instructor is typically on time for appointments. | A B C D E F |
| 5. I understand what is expected of me in this class. | A B C D E F |
| 6. Instructor provides an effective learning environment. | A B C D E F |
| 7. Instructor helps me understand my learning differences and suggests ways to assist me in my education. | A B C D E F |
| 8. Overall, I think the instructor is effective. | A B C D E F |

SCHEDULE F-4
PROFESSIONAL DEVELOPMENT & SELF-EVALUATION INVENTORY

Name of Faculty: _____ Date: _____

The purpose of this document is to provide faculty with an opportunity to reflect upon effectiveness in their assignment and their contributions to the institutional mission.

Teaching/Nonteaching Assignment

Provide an inventory of your activities performed since your last evaluation including:

- Classes taught or work assigned since your last evaluation;
- Revisions of existing courses or programs, new courses or programs developed;
- Participation in Student Learning Outcome (SLO) and Program Learning Outcome (PLO) development and assessment
- Other activities related to your teaching/nonteaching assignment, including the development and improvement of materials and delivery systems within your area.

Responsibilities Additional to Teaching/Nonteaching Assignment

A. Provide an inventory of your service and/or creative activities since your last evaluation, such as

- work on campus committees;
- work on student advising, recruitment, and retention;
- contributions to your discipline including research, presentations, publications, and exhibitions;
- institutional representation or other activities, which represent a contribution to the college and/or community.

B. Provide a written statement highlighting your accomplishments within the activities listed above. Describe how your contributions to these professional activities have benefited the college and improved student success.

Professional Development Activities

A. Provide an inventory of your professional development activities since your last evaluation, such as

- lectures, conferences, workshops, and memberships in professional organizations;
- coursework, independent study, research;
- other growth activities.

B. Provide a written statement describing how you stay current in your discipline and in your understanding of student learning and success. Discuss how the activities you listed above have contributed to your development as a college professor.

Professional Relations

- A. Provide a written statement describing your specific activities and actions that promote respect for faculty/staff relationships, students, student learning, and the diversity of ideas on campus.

Concerns and Issues

- A. Provide a written statement describing any concerns and issues discussed at your last evaluation conference, and explain how you have addressed them.

Plans and Goals

- A. Provide a written statement describing your plans and goals relative to your assignment and future professional development.

Signature of Evaluatee

Date

Signature of Associate Dean or Immediate Supervisor

Date

SCHEDULE F-5
EVALUATION CONFERENCE REPORT
 Tenured and Nontenured Faculty

Faculty Member: _____ **Conference Date:** _____

Peer Evaluator (selected by faculty member): _____

Peer Evaluator (selected by immediate administrator): _____

Immediate Administrator: _____

- **Attach F-2 Faculty Evaluation forms and F-4 Self Evaluation form.**
- **Attach appropriate Student Evaluation statistical summary and typed comments.**

CONFERENCE SUMMARY

1. Concerns and recommendations noted at last evaluation:
2. Progress on plan to address concerns and recommendations noted at last evaluation:
3. Significant accomplishments since last evaluation:
4. Current concerns and recommendations:
5. Specific plan to address concerns and recommendations:
6. Special commendations:

EVALUATION TEAM RECOMMENDATION

Tenured Faculty
<input type="checkbox"/> Evaluate during the next regular interval
<input type="checkbox"/> Reevaluate during the next regular semester
<input type="checkbox"/> Administrative Review (only after at least one reevaluation)

Non-Tenured Faculty
<input type="checkbox"/> Evaluate during the next regular interval
<input type="checkbox"/> Reevaluate during the next regular semester (not available in fourth year)
<input type="checkbox"/> Contract Nonrenewal (not available in third year)

SIGNATURES

Peer (selected by faculty member)

Date

Peer (selected by immediate administrator)

Date

Immediate Administrator

Date

Faculty Member Response attached

Date

In signing this report, I do not necessarily agree with the conclusions. Prior to signing, I may provide a written response within ten days of receiving this report.

Vice President, Instruction and Student Services or designee

Date

SCHEDULE F-6
OPTIONAL INSTRUCTOR SELF-EVALUATION FORM

Instructor _____ **Course No.** _____ **Date** _____

Period of Evaluation: _____

Thoughtful self-evaluation may assist you in improving your teaching performance. This self-appraisal is designed for that purpose. You are asked to assess your own teaching performance.

Directions. Using the following scale, please rate your performance with regard to each statement. Upon completion, return this form to the evaluation administrator.

A = Strongly Agree; B = Agree; C = Disagree; D = Strongly Disagree; E = No Opinion

- ____ 1. I handed out a course syllabus during the first class session.
- ____ 2. Major course objectives were made clear to students.
- ____ 3. Lessons presented were in agreement with course objectives.
- ____ 4. My class preparations are well planned and organized.
- ____ 5. Important ideas (new knowledge/skills) are clearly explained.
- ____ 6. I speak clearly (pronunciation, vocabulary, speed of delivery).
- ____ 7. My voice carries so all students can hear.
- ____ 8. I encourage critical thinking and analysis.
- ____ 9. I encourage learning-relevant student involvement.
- ____ 10. I am knowledgeable about my subject area.
- ____ 11. I am sensitive to student learning difficulties.
- ____ 12. My students feel free to express opinions or ideas.
- ____ 13. Tests are appropriate for the course material covered.
- ____ 14. I am punctual; classes begin on time.
- ____ 15. I make full use of the class periods.
- ____ 16. Students feel free to ask me for assistance.
- ____ 17. My grading system is fair and consistently followed throughout the semester.
- ____ 18. Students respect my position as an instructor.
- ____ 19. I capture students' interest.
- ____ 20. My presentations are "enthusiastically" delivered.
- ____ 21. Homework is appropriate for the course.
- ____ 22. I use a variety of teaching methods.
- ____ 24. I use the blackboard, overhead projector, or other technology effectively.
- ____ 25. I rate my overall teaching as better than average.

In about a week your Division Office will be submitting to you the results of the Student Evaluation of Instruction and your Instructor Self-Evaluation. You will be able to match and correlate student responses with your own. Also, you will be receiving a typed compilation of your students' written comments. Please keep in mind that the purpose of this assessment is to provide you with information aimed at assisting you in assessing your own teaching performance and in making adjustments, if necessary. After comparing your self-evaluation with your students' evaluation of instruction, please feel free to use this data as a forum for discussion with your students, Associate Dean, Executive Dean, Vice President, mentor, or others.

SCHEDULE F-7
OPTIONAL STUDENT EVALUATION OF INSTRUCTION

Directions:

1. **DO NOT** write on this form.
2. Mark your responses on the Scantron form; make sure you are using a No. 2 lead pencil.
3. Using the rating scale (below), rate your instructor on each statement.
4. You are encouraged to add written comments. Write your comments on the form provided. Prior to sharing written comments with your instructor, all comments will be typed. Please do not sign your name.

A = Strongly Agree; B = Agree; C = Disagree; D = Strongly Disagree; E = No Opinion

- ___ 1. A course syllabus was handed out during the first class session.
- ___ 2. Major course objectives were made clear to students.
- ___ 3. Lessons presented were in agreement with course objectives.
- ___ 4. Class presentations are well planned and organized.
- ___ 5. Important ideas (new knowledge/skills) are clearly explained.
- ___ 6. Instructor speaks clearly (pronunciation, vocabulary, speed).
- ___ 7. Instructor speaks loud enough so all students can hear.
- ___ 8. Instructor encourages critical thinking and analysis.
- ___ 9. Instructor encourages learning-relevant student involvement.
- ___ 10. Instructor is knowledgeable about the subject area.
- ___ 11. Instructor is sensitive to student learning difficulties.
- ___ 12. Students feel free to express their opinions or ideas.
- ___ 13. Tests are appropriate for the course material covered.
- ___ 14. Instructor is punctual; classes begin on time.
- ___ 15. Instructor makes full use of the class periods.
- ___ 16. Students feel free to ask the instructor for assistance.
- ___ 17. The grading system is fair and consistent throughout the semester.
- ___ 18. Fellow students show respect for the instructor.
- ___ 19. Instructor maintains my interest.
- ___ 20. Instructor displays "enthusiasm" for subject matter.
- ___ 21. Homework is appropriate for the course.
- ___ 22. Textbook matches course content and instructor's lectures.
- ___ 23. Instructor uses a variety of teaching methods.
- ___ 24. Instructor uses the blackboard, overhead projector, or other technology effectively.
- ___ 25. My instructor is a better-than-average teacher.

SCHEDULE F-8

THE SMALL GROUP INSTRUCTIONAL DIAGNOSIS (SGID) METHOD

SGID is a five-step process involving the course instructor, students in the instructor's class, and a faculty colleague trained to act as a facilitator.

STEP ONE – The initial step is a conference between the instructor and the facilitator in which the facilitator explains the SGID process and gets to know something about the instructor's style.

STEP TWO – The classroom procedure is scheduled for the middle of the term during a regular class meeting. The instructor teaches as usual for the first part of the period, then introduces the facilitator and leaves the room for the last 25 to 30 minutes. The facilitator briefly explains to the students his or her role and the SGID process, emphasizing that the information will be given only to the instructor and that the students have an opportunity to have direct affect on the remainder of their course. The facilitator then asks them to divide themselves into groups of about five and to select one person from each group to act as recorder and spokesperson.

The groups each address and arrive at a consensus on two questions.

1. What do you like about the course?
2. (A) What do you think needs improvement?
(B) What suggestions do you have for bringing about these improvements?

After seven to eight minutes of discussion time, the facilitator asks each spokesperson to report one response to each of the questions (more than one round can be made if time and class size permit).

The facilitator writes the responses on the board, being sensitive to dissension and minority views. When a statement is not shared by most, the facilitator requests a show of hands and records the approximate breakdown. The facilitator will ask for two student volunteers to record what is written on the board. The facilitator will share this information with the instructor.

STEP THREE – The next step in SGID is the feedback session between the facilitator and the instructor in which they discuss the students' comments, the instructor's reaction to them, and strategies for change. They also discuss what the instructor should say to the students.

This step has been identified as the most difficult in the process. It requires that the facilitator has adequate teaching experience and that he or she also possesses a number of interpersonal skills; the facilitator should be supportive, warm, sensitive, understanding, nonjudgmental, and should listen actively.

The facilitator's role requires that he or she operates on several levels. On the first level, the facilitator is a communication channel with primary concern for conveying the student's sentiments in such a way as to avoid offensive reactions from the instructor that may block the flow of information.

On the second level, the facilitator is an information source, perhaps sharing his or her own teaching experiences or telling the instructor about various resources and techniques.

On the third level, which only should be incorporated by the most experienced, the facilitator gives possible interpretations of student reasoning and concerns. He or she may hypothesize about the instructor's teaching strategies for the instructor's reaction and reflection.

STEP FOUR – In this step, the instructor uses the first 10 minutes of the ensuing class period to get clarification from students about comments that were unclear and summarize the student's comments to allow them to correct distortions and check for accuracy. The instructor should offer some reaction to the comments and perhaps outline intended changes of adaptations.

STEP FIVE – The instructor fills out the response form and forwards it to the facilitator. This step involves a follow-up session between the facilitator and the instructor to discuss the success of the review session with the students. The session should emphasize a self-evaluation by the instructor of how the changes are working as well as an analysis of the impact upon the students. This session should serve to reinforce the instructor's changes and improvements.

STEP SIX – The facilitator will attach a summary of the entire SGID process.

SCHEDULE G

**Application for an
Additional Faculty Service Area**

Name: _____ ID#/SSN: _____
(Please Print)

Article 13.9 of the CRFO contract details the process for obtaining additional faculty service areas. Please list the requested information below and attach any necessary documentation. The request should be forwarded to the Director, Human Resources for processing.

Faculty Service Area Requested: _____

Discipline MQ: _____
Discipline Date approved

Qualifying load: 1) _____
Semester Course

Course

2) _____
Semester Course

Course

Employee Signature

Date Submitted

Approval:

Director, Human Resources

Date

Entered on FSA Seniority Listing

Notification Letter dated _____

SCHEDULE AF-2
ASSOCIATE FACULTY EVALUATION FORM
(TO BE COMPLETED BY PEERS AND ADMINISTRATORS)

Name of Associate Faculty: _____ Date: _____

Name of Evaluator: _____

Type of Evaluation: Peer
 Administrator

Instructions: Please describe in some detail the associate faculty member's performance in the following areas. Within each category, prompts are provided to help you in your evaluation. In addition to your descriptive summary, include your analysis of strengths and limitations.

Teaching/Nonteaching Assignment

- Currency and depth of knowledge in discipline,
- Effective teaching and nonteaching performance,
- Effective organization (including course syllabi) or nonteaching assignment organization,
- Development and assessment of Student Learning Outcomes (SLOs) and Program Learning Outcomes (PLO's),
- Effective communication skills (written and oral), and
- Sensitivity to student diversity and special needs.

Professional Conduct

Values the diversity of ideas on campus, demonstrates respect to students and colleagues/staff, and follows ethical standards of the profession:

Activities additional to Teaching/Nonteaching Assignment

Service and/or creative activities (college, professional, and/or community):

Associate Faculty Signature

Date

Evaluator Signature

Date

SCHEDULE AF-4
ASSOCIATE FACULTY TEACHING & SELF-EVALUATION INVENTORY

Name of Associate Faculty: _____ Date: _____

The purpose of this document is to provide associate faculty with an opportunity to reflect upon effectiveness in their assignment and their contributions department, institution, and field.

Teaching Assignment

Please provide an inventory of the classes taught since your last evaluation:

Course Number	Course Title	Year Taught	Term Taught

- 1). Please write a statement of your contributions to the Department, Institution and Field and list any accomplishments or contributions.
- 2). Please attach copies of all your Staff Development forms (Flex-time) since your last evaluation
- 3). Describe any professional development activities that have contributed to your development as a college professor, promoted respectful relationships with peers, staff, students, student learning, and/or diversity of ideas on campus.
- 4). Describe your participation in Student Learning Outcome (SLO) and Program Learning Outcome (PLO) development and assessment.
- 5). Please write a statement about your future goals towards teaching. This information might relate to professional improvement, teaching style, learning environment.

 Signature of Evaluatee

 Date

 Signature of Associate Dean or Immediate Supervisor

 Date

SCHEDULE AF-5
ASSOCIATE FACULTY EVALUATION CONFERENCE REPORT

Associate Faculty Member: _____ Conference Date: _____

Peer Evaluator: _____

Immediate Administrator: _____

- Attach AF-2 Associate Faculty Evaluation form and AF-4 Associate Faculty Teaching and Self Evaluation Inventory form.
- Attach appropriate Student Evaluation statistical summary and typed comments.

CONFERENCE SUMMARY

Provide a brief written summary of the evaluation conference.

Evaluation Team Recommendation

- Satisfactory, recommend rehire with evaluation at the next regular interval*
- Needs improvement, recommend rehire with reevaluation in the next assigned semester*
- Unsatisfactory, recommend non-rehire*

SIGNATURES

Peer

Date

Immediate Administrator

Date

In signing this report, I do not necessarily agree with the conclusions. Prior to signing, I may provide a written response within ten days of receiving this report.

Associate Faculty Member Response attached

Date

Vice President, Instruction and Student Services or designee

Date

SCHEDULE H
Stipend and Reassign Time Committee (SARTCO)

In the interest of providing a clear and transparent process for the allocation of stipends and reassigned time to faculty and to fulfill each party's legal obligation to negotiate, the District and C.R.F.O. agree:

1. To the establishment of the Stipends and Reassigned Time Committee (SARTCO).
2. That the SARTCO will consist of the following membership: CRFO Chief Negotiator, CRFO Grievance Officer, CRFO President, CRFO Vice-President, 2 representatives appointed by the President/Superintendent, an administrator selected by the Human Resources Director, Human Resources Director, and Human Resources Analyst or designee.
3. That the SARTCO shall meet bi-monthly during the fall and spring semesters and that additional meetings may be scheduled as necessary.
4. That requests for stipends or reassigned time may be requested by either faculty or managers by completing the attached Stipend and Reassigned Time Form.
5. That no stipend or reassigned time may be provided to a faculty member without following the process delineated in this MOU.
6. When agreement cannot be reached, an interest-based/consensus model with a mutually agreed upon facilitator will be used.
7. The committee shall publish semi-annual reports of all stipends and reassigned time approvals in December and May.