

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

Effective July 1, 2022 through June 30, 2025

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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 CRFO 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.
- 1.3 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 terms “faculty” and “faculty member(s)” refer 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 AND PROFESSIONAL DUES AND PAYROLL DEDUCTIONS

- 2.1 Recognition: 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.

- 2.2 Payroll Deductions for CRFO Dues. The District shall deduct from the monthly salary of all CRFO members 100% of dues and other assessments, deductions, or obligations identified by the CRFO, in accordance with the membership roster. District payments of all dues, assessments, deductions, and other obligations to the CRFO shall be on paid to CRFO within ten working days of the District receiving these funds.

- 2.3 All changes or updates to a CRFO member’s status as a member of the CRFO shall be processed by the CRFO. The CRFO shall provide the District updates to the membership roster by the fifteenth of each month, in order for the dues and/or fees to be deducted from the employee’s wages in that month and paid to the CRFO. The CRFO shall retain the right to initiate changes to the deduction rates or amounts, or to the scope of assessments or other obligations, by requesting to meet and confer with the District.
 - 2.3.1 The District is under no obligation to make payroll deductions for periods during which a member is either terminated from employment or not on the District’s payroll for any reason.

 - 2.3.2 For any employee covered by this agreement who is a dues-paying member of CRFO at the time the employee leaves District employment for any reason, the employee shall be treated as a continuing member of CRFO for the purpose of making payroll deductions for the payment of dues for any member who returns to a position covered by this agreement within one academic year of the member having left District employment, unless and until CRFO informs the District in writing that the employee has revoked authorization to make dues deductions.

- 2.4 CRFO fully indemnifies the District for dues deducted pursuant to this article and shall hold the District harmless and shall fully and promptly reimburse the District for any fees, costs, charges, or penalties incurred in responding to or defending against any claims, disputes or challenges which are actually brought against the District in connection with the administration or enforcement of any section in this article pertaining to any claims made by any employee, or any individual on the employee’s behalf, for payroll deductions made by the District in reliance on the information provided by CRFO regarding the content of its authorization form and/or the authorization of individual employees for payroll deductions to be made.
 - 2.4.1 Upon notice that the District is going to seek indemnification and be held harmless under this provision, CRFO shall have the right to meet with the District regarding the reasonableness and merit of any claim, demand, suit, or action for which the

District seeks indemnification, and shall attempt to agree whether any such action listed above shall be compromised, resisted, defended, tried, or appealed.

- 2.4.2 In determining whether such actions shall be compromised, resisted, defended, tried or appealed, the District shall defer to CRFO interests if the District does not have a distinct and separate legal interest in the disputed matter.
- 2.4.3 The District shall not be entitled to be reimbursed for any costs for which CRFO was not properly notified and provided the opportunity to discuss as set forth herein; nor shall the District be entitled to any reimbursement when the District's efforts in defending against such action would be duplicative, or when the District does not have a separate and distinct interest to defend.
- 2.5 CRFO agrees to provide the District with thirty (30) days advance notice of any change in dues structure following notification of such changes to the CRFO membership.
- 2.6 With respect to all authorized sums deducted by the District for membership dues, the District agrees to promptly remit such moneys to CRFO accompanied by an alphabetical list of employees for whom such deductions have been made.
- 2.7 CRFO agrees to furnish any information needed by the District to fulfill the provisions of this article.
- 2.8 Upon appropriate written authorization from a unit member, the District shall deduct from the salary of that unit member and make appropriate remittance for approved voluntary deductions, such as: [EXAMPLES, charitable donations, or any other plan or programs for which the unit member is eligible. Such authorization shall remain in effect until withdrawn in writing by the unit member.]

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 Academic Calendar:

- 3.2.1 The academic calendar will be negotiated annually by CRFO and the administration and agreed to by December 15.
- 3.2.2 While negotiating the calendar in any given year the negotiation team will also create a draft calendar for the second year out.
- 3.2.3 On or before October 1 of each year, CRFO will request in writing to initiate the process for academic calendar negotiations.
- 3.2.4 Definitions:

3.2.4.1 Academic Calendar: A calendar that establishes the following:

- The beginning and ending dates of the fall and spring semesters.
- The time frames within which the District may offer winter and summer sessions.
- The dates on which census rosters, final grade reports, and flex forms are due.

3.2.4.2 Current Academic Calendar: Calendar for the current year.

3.2.4.3 Proposed Academic Calendar: Calendar for the next year.

3.2.4.4 Draft Proposed Academic Calendar: Calendar intended to become the next year’s proposed calendar.

	2017-2018	2018-2019	2019-2020	2020-2021
Current Year	Calendar	Calendar	Calendar	Calendar
Next Year	Proposed	Proposed	Proposed	Proposed
Year after Next	Draft Proposed	Draft Proposed	Draft Proposed	Draft Proposed

3.2.5 Process

- 3.2.5.1 Designate “Draft Proposed Academic Calendar” as “Proposed Academic Calendar.”
- 3.2.5.2 Review the “Proposed Academic Calendar” to correct technical errors and negotiate changes to ensure legal compliance.
- 3.2.5.3 Designate the “Proposed Academic Calendar” as the following year’s “Academic Calendar.”
- 3.2.5.4 On mutual agreement, changes beyond legal or technical compliance may be negotiated to the “Academic Calendar.”
- 3.2.5.5 Negotiate a new “Draft Proposed Academic Calendar.”
- 3.2.5.6 The DISTRICT and CRFO will agree on an “Academic Calendar” and a “Draft Proposed Academic Calendar” by November 15 of each year.
- 3.2.5.7 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.
- 3.2.5.8 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.
- 3.2.5.9 Upon mutual agreement, DISTRICT 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.
- 3.2.5.10 The “Academic Calendar” will be sent to the Board of Trustees for approval pursuant to board policy.

3.3 Workload Measures

3.3.1 Class Size

- 3.3.1.1 Class sizes will be determined through the Academic Senate’s curriculum approval process.

- 3.3.1.2 Minimum class size shall be twenty for all lecture, laboratory, and seminar classes.
 - 3.3.1.3 Independent study and research classes are not subject to this minimum.
 - 3.3.1.4 Exceptions to this minimum may be authorized by the Vice President of Instruction and Student Development 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 unreassignable part of the faculty member's regular load.
- 3.3.2 All full-time teaching 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 full-time teaching and non-teaching 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.
- 3.3.3 The workload of teaching faculty and associate faculty is measured in Teaching Load Units (TLUs) computed as follows for each course taught:
- 3.3.3.1 Lecture course units will be compensated at the rate of 1.5 TLUs per course unit.
 - 3.3.3.2 Tier 1 laboratory course units will be compensated at the rate of 3.6 TLUs per course unit.
 - 3.3.3.3 Tier 2 laboratory course units will be compensated at a rate of 3.15 TLUs per course unit.
 - 3.3.3.4 Tier 3 laboratory course units will be compensated at a rate of 2.7 TLUs per course unit.
 - 3.3.3.5 Tier placement of new laboratory courses and tier placement changes to existing laboratory courses shall be negotiated by RCCD and CRFO using Schedule I: Lab Course Tier Placement Application. Any changes to laboratory course compensation rates takes effect the academic year following agreement on tier placement.

3.3.3.5.1 Laboratory Course Tiers. Laboratory course tiers are defined as follows:

Tier 1 (3.6 TLU per course unit): Written laboratory course assignments are typically stand-alone from week to week, necessary for students to demonstrate one or more outcome on the official course outline of record and are distinct from lecture assignments. Laboratory assignments result in weekly grading that is distinct from lecture grading and is performed outside of laboratory hours.

Tier 2 (3.15 TLU per course unit): Laboratory assignments are typically multi-week projects OR writing assignments that are not distinct from lecture assignments. Laboratory assignments may result in some grading that is distinct from lecture assignment grading and some grading may be performed during lab hours.

Tier 3: (2.7 TLU per course unit): Laboratory assignments require little to no instructor preparation and little to no weekly grading (e.g. drop-in labs).

3.3.3.6 Effective fall 2019, any laboratory courses not placed in tier 1 or tier 3 using the process described in 3.3.3.5 will be placed in tier 2.

3.3.3.7 Nursing clinical labs will be compensated at the rate of 3.75 TLUs per course unit.

3.3.3.8 Career Development and College Preparation (CDCP) non-credit lecture courses are compensated at the equivalent TLU rate as credit lecture courses (i.e., 1.5 TLUs per 18 lecture hours).

3.3.3.7.1 Only non-credit lecture courses associated with a CDCP will be compensated at the credit lecture rate.

3.3.3.9 All non-credit lab courses are compensated at the equivalent TLU rate as credit lab courses (i.e., 1 TLU per 18 lab hours).

3.3.3.10 Non-credit capitation-based courses will be compensated at \$50 per course plus \$3 per student per documented contact hour (i.e. actual student attendance) up to the maximum number of hours indicated on the course outline.

3.3.3.11 Assignments to non-credit capitation courses and independent study courses do not carry teaching load units (TLUs). These courses are not considered part of a full-time faculty member's regular teaching load.

- 3.3.3.12 Faculty and associate faculty will be compensated for each student enrolled in a field experience course to which that faculty or associate 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 or 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).
- 3.3.3.13 Faculty and associate faculty assigned as a 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.
- 3.3.4 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).
- 3.3.5 The workload for nonteaching faculty is measured in work hours. The standard workload for nonteaching faculty is 1,204 work hours and will not be scheduled in more than 190 weekdays over the fiscal year unless mutually agreed to by the non-teaching faculty and their administrative supervisor and will not normally exceed 35 hours/week. Unless otherwise mutually agreed to by the faculty member and the administration, work hours for nonteaching faculty will not be scheduled on weekends or holidays.

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

- 3.3.5.1 Counseling faculty yearly assignments shall consist of a minimum of 963 hours of direct scheduled counseling, a minimum of 72 hours of college service activities as described in schedule F-0, and a minimum of 169 hours of professional counseling activities (e.g., responding to email, updating curriculum, etc.).
- 3.3.5.2 Typically counseling faculty weekly assignments shall consist of a minimum of twenty-eight (28) hours of direct scheduled counseling, a minimum of two (2) hours of college service activities as described in Schedule F-0, and a minimum of five (5) additional hours of professional counseling faculty activities.
- 3.3.5.3 The 963 hours of direct scheduled counseling shall include appointment counseling faculty hours, drop-in counseling faculty

hours, student orientations, and any synchronous direct contact with students or prospective students related to the development of a student education plan.

- 3.3.5.4 The 169 hours of professional counseling faculty activities include preparation; follow-up and email involving student contact; program & curriculum development; workshop and orientation preparation; and serving as liaisons with high schools and instructional divisions.
 - 3.3.5.5 Appointment counseling faculty hours are scheduled on the basis of an average of two (2) appointments per hour except for the development of Student Education Plans, Veteran Plans, and EOPS Plans and personal or crisis counseling.
 - 3.3.5.6 Drop-in counseling faculty hours are scheduled on an as needed basis.
 - 3.3.5.7 If a student scheduled for appointment counseling is a “no show” or leaves the appointment early, counseling faculty shall provide drop-in counseling services if needed.
 - 3.3.5.8 When a counseling faculty member provides more than 28 scheduled appointment counseling hours in a week, their pro rata will be adjusted to reduce by the same number the scheduled appointment counseling hours in a future week or weeks.
 - 3.3.5.9 When counseling faculty perform credit instruction for load, their regularly scheduled counseling hours shall be reduced by 1.5 hours per week for every unit of lecture taught and by 1 hour a week for every unit of lab taught.
 - 3.3.5.10 Reassignment of counseling faculty from any portion of the twenty-eight (28) weekly hours of direct scheduled counseling for the purpose of providing TLU-based instruction will be approved by the CIO. All other reassignments of counseling faculty from any portion of the twenty-eight (28) weekly hours of direct scheduled counseling will be negotiated through the SARTCo process.
 - 3.3.5.11 All full-time counselors will be scheduled to provide direct student counseling two weeks prior to and after the beginning of each semester.
- 3.3.6 Associate Faculty: Associate faculty will not be assigned a teaching load in excess of 80% of a full-time equivalent in any semester or 67% of a full-time equivalent workload in any academic year.
- 3.3.6.1 The academic year for non-teaching associate faculty begins two weeks

before the first day of fall classes, end the last day of spring classes, and does not include days during summer session.

- 3.3.6.1.1 Non-teaching associate faculty may be scheduled to work up to but not more than 806 hours in an academic year.
- 3.3.6.1.2 Under no conditions will a non-teaching associate faculty be assigned to work more than 403 hours in any fall or spring semester.
- 3.3.7 Summer session and Intersession do not count towards the 67% load limit for Associate Faculty in accordance with Ed Code 87474.
- 3.3.8 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.
- 3.3.9 Large-class Format: Additional TLUs will be provided to faculty and associate faculty who teach large classes.
 - 3.3.9.1 Courses approved by the Curriculum Committee to be taught in the large-class format will be compensated at the rate of 115% TLU for 50 students and an additional 1% for every student beyond 50. Only students who are officially enrolled in and attending class at census count toward the class size calculation. In no case will the large-class format TLU multiplier described here apply to courses not approved by the Curriculum Committee to be offered in a large-class format.
 - 3.3.9.2 The TLUs for the large-format classes may be shared among two or more faculty/associate faculty members who are assigned to the same large-format class section or may all be allocated to a single faculty/associate faculty member.
 - 3.3.9.3 The TLUs for large-format classes may be part of a faculty member's regular load or may be carried by a full-time faculty member as an overload. In no case will an associate faculty member be assigned to teach a large-format class if doing so will cause the associate faculty member's teaching load to exceed in an academic year 67% or exceed in a single semester 80% of a full-time teaching load.
 - 3.3.9.4 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.

- 3.3.9.5 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 CIO or designee as assigned by the President/Superintendent.
- 3.3.9.6 Combined class sections are not eligible for large-class format except for the combined lecture of a science or health occupation lecture/lab course or other combined class sections approved by the DISTRICT and CRFO through the SARTCo process.
- 3.3.9.7 No courses offered by means of distance education technology will be eligible for large-class format as defined above.
- 3.3.10 Telepresence courses are scheduled, synchronous courses in which the instructor of record at one CR location provides instruction via interactive video-based technology to students at other locations who are enrolled in concurrent course sections.
 - 3.3.10.1 Telepresence enrollment is defined as the number of students enrolled and attending via interactive video-based technology at census a designated telepresence course in a section other than the one for which the instructor of record is physically present.
 - 3.3.10.2 If a faculty or associate faculty member periodically teaches in-person at different telepresence course locations, then the instructional location at which the faculty or associate faculty member teaches most will be designated as their “home instructional site” and all other instructional sites will be designated as “telepresence sites.”
 - 3.3.10.3 The total number of students enrolled in and attending a given telepresence course in all its concurrently offered sections will not exceed the maximum class size as established by the course outline of record. Instructors may, but are not required to, authorize students beyond the maximum class size via the add process.
 - 3.3.10.4 Any telepresence course scheduled to enroll 50 or more students must first be approved by the Curriculum Committee as a large-format class.

3.3.10.5 Additional TLUs will be provided to faculty and associate faculty who teach telepresence courses. Courses approved by the Curriculum Committee to be taught via telepresence will be compensated at the rate of 100% TLU + .05 TLU for each telepresence course section. In no case will the telepresence TLU multiplier described here apply to courses not approved by the Curriculum Committee to be offered via telepresence. In no case will an associate faculty member be assigned to teach a telepresence course if doing so will cause the associate faculty member's teaching load to exceed in an academic year 67% or exceed in a single semester 80% of a full-time teaching load.

3.4 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:

3.4.1 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.

3.4.2 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 3.9.3.

3.4.3 If there remains an underload, additional activities to meet the faculty member's workload obligation within three (3) semesters will be determined through the SARTCo process to ensure that the workload is equivalent to the remaining underload TLU's

3.5 Additional Standard Responsibilities:

3.5.1 Additional Full-Time Faculty Responsibilities

3.5.1.1 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.

3.5.1.2 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.

- 3.5.1.3 In addition to their regular assignment, a faculty member is expected to engage in at least two college service activities as part of their professional responsibilities. Committees/activities approved to meet these requirements are listed on Schedule F-0.
- 3.5.1.4 Full-time faculty are expected to usually attend committee, department, and division meetings in person (i.e. not via phone or teleconference) when the meeting is held at their primary campus location. In general, full-time faculty should participate in committee, department, and division meetings by phone or by teleconference only when a meeting is held at a location other than the faculty member's primary campus location, when the faculty member is off campus on CR-related business or at a conference, or when the faculty member is unable to be present on campus due to illness or other unavoidable circumstances.
- 3.5.1.5 Full-time faculty are not required to attend committee, department, and division meetings called before 8am or after 5pm.

3.5.2 Additional Associate Faculty Responsibilities:

- 3.5.2.1 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 at the rate established in Article 3.6.6. When the District determines that an outcome assessment project requires more than one hour of participation during a contract term, compensation will be made available through the Stipend & Reassigned Time Committee (SARTCO) request process.

3.6 Stipends, Reassignments, Special Assignments, and Salary Supplements

- 3.6.1 Temporary Assignment Changes: Temporary changes (of one year or less) in an individual faculty member's work year may be made through the SARTCO process.
- 3.6.2 While faculty teaching 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 teaching reassignment. The faculty member shall receive written rationale upon request.

- 3.6.3 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.
- 3.6.4 For additional duties beyond normal faculty assignments, coaches will be paid a stipend according to Schedule C.
- 3.6.5 For special assignments in addition to or in place of their regular responsibilities, faculty 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 District and CRFO using the SARTCo process (see Schedule H).
- 3.6.6 The hourly rate of pay for work identified through the SARTCo process and hourly-paid work established in this agreement is \$55.
- 3.6.7 Summer Work. Full-time faculty requested by the District to attend District-called meetings or perform other work after commencement and before fall convocation will be paid at the hourly rate established by Article 3.6.6. All work eligible for payment must be preapproved by the District, and the maximum number of hours of summer work is 20 hours per faculty member for each activity unless mutually agreed to by the District and CRFO. Faculty work after commencement and before convocation is voluntary. Preparation time, drive time, and mileage are not included in the stipend.
- 3.6.8 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.
 - 3.6.8.1 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.
- 3.6.9 Faculty Administrative Activities: Compensation for faculty members performing administrative or coordination activities will be established by memorandum of understanding (MOU) to this contract.
 - 3.6.9.1 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.
- 3.6.10 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 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 the New Faculty Orientation Program. In addition, new first-time faculty will not normally carry overload schedules. New faculty are expected to serve on committees and perform college service as established by Schedule F-0. 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.

3.7 Overload

3.7.1 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 - 1,204 hours per year or equivalent

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

3.7.2 Overload for faculty will be compensated per TLU at the associate faculty parity percentage of the faculty member's current annual salary.
($\text{\$Faculty Salary} / 45\text{TLU} \times \text{Parity}\% \times \text{Number of TLU}$)

3.7.3 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. 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.

3.7.4 The chief business officer (CBO) or designee as assigned by the President/Superintendent may 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 CFO 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.

3.7.5 Overload assignments shall be voluntary.

3.8 Load banking

A faculty member is allowed to teach additional classes above the normal class load. Nonteaching hours will be converted to TLUs using the formula established in section 3.7.3. Overload for work other than TLU-based instruction will be negotiated through the SARTCo process. In lieu of payment for this overload, the faculty member may elect to bank those TLUs for future use as released time.

- 3.8.1 The banked TLUs will be accumulated at a rate of 100 percent of the actual TLUs worked.
- 3.8.2 Faculty members with accumulated banked TLU may draw upon the banked TLU in future semesters in order to reduce duty assignment to less than a full assignment or earn one semester of leave while receiving full salary.
- A faculty member may use a total of 22.5 TLU of reassigned time in a single semester every six semesters.
- 3.8.3 Banked TLUs may not be accumulated and used in the same semester.
- 3.8.4 Each semester a faculty member wishing to bank TLUs must complete a "banking application," which includes approval by their dean or director and the CIO or designee as assigned by the President/Superintendent. This completed form is submitted to the Human Resources Office.
- 3.8.5 No more than 22.5 TLUs can be accumulated.
- 3.8.6 If a section being banked is canceled, the banking is canceled and the faculty member is paid for the classes that met.
- 3.8.7 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.
- 3.8.8 The faculty member must apply for banked time off at least one month before the class schedule development deadline.
- 3.8.9 Prior to using banked time, the following must be certified by the faculty member, the appropriate dean or director, and the CIO or designee as assigned by the President/Superintendent:
- The quality of the program in which the faculty member teaches or serves will not be jeopardized by the absence of the faculty member, and/or
 - Competent faculty and/or associate faculty are available to teach the classes/provide the services ordinarily provided by the faculty member requesting to use banked time vacated by the faculty member.
- 3.8.9.1 If the request to use banked time is denied, the faculty member will receive written rationale for the denial via email.
- 3.8.10 In the event the faculty member is no longer employed by the District, the banked TLUs will be paid to the individual or their estate.

3.9 Regular Salary

3.9.1 For the purposes of calculating wages, fee-based, non-FTES-generating classes and not-for-credit contract classes are excluded from this section of the agreement.

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

Class I: AA + 6 years occupational experience; and BA + 2 years of occupational experience.

Class II: MA; BA + 30 units post BA; BA + 4 years occupational experience; AA + 8 years occupational experience.

Class III: MA with 50 units post BA; BA + 50 units post BA; BA + 6 years occupational experience; AA + 10 years occupational experience.

Class IV: MA with 70 units post BA; BA + 70 units post BA; BA + 8 years occupational experience.

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

3.9.2.2 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.

3.9.2.3 Nursing faculty and those faculty whose initial assignment is in disciplines the *Minimum qualifications for Faculty and Administrators in California Community Colleges* identifies as “disciplines in which a master’s degree is not generally expected or available” may be credited in class placement for years of full-time, paid occupational experience.

3.9.2.3.1 Full-time, paid occupational experience as an apprentice qualifies for credit toward column placement.

3.9.2.3.2 Experience as a teaching or laboratory assistant does not count towards initial salary placement.

3.9.2.3.3 Experience years as an intern paid or unpaid do not count as occupation years.

3.9.3 Step Placement: Up to seven steps may be credited to a faculty member for prior teaching experience. Maximum step placement for teaching experience is step 7.

3.9.3.1 Credit for college teaching experience will be computed as follows:

- One step for each one year of experience.

3.9.3.2 Credit for high school teaching experience will be computed as follows:

- One step for each two years of experience.

3.9.6 Initial salary schedule placement for a faculty member occurs prior to the first day of employment with the District as a faculty member. Documentation of education and of prior work experience that may affect initial class and step placement must be submitted to the Office of Human Resources within 30 days of signing the Initial Employment Agreement. Only work experience completed prior to the first day of employment with the district can be considered. The District shall provide notice to new faculty of this requirement. If documentation is received after the 30 days, changes to step/ class placement will take effect the following semester.

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

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

Class 0: Faculty Intern as defined by [§ 53500](#).

Class I: AA + 6 years occupational experience; and BA + 2 years of occupational experience.

Class II: MA; BA + 30 units post BA; BA + 4 years occupational experience; AA + 8 years occupational experience-

Class III: MA with 50 units post BA; BA + 50 units post BA; BA + 6 years occupational experience; AA + 10 years occupational experience-

Class IV: MA with 70 units post BA; BA + 70 units post BA; BA + 8 years occupational experience; AA + 12 years occupational experience.

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

3.10.2 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.

- 3.10.3 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.
- 3.10.4 Nursing faculty and those faculty whose initial assignment is in disciplines the *Minimum qualifications for Faculty and Administrators in California Community Colleges* identifies as “disciplines in which a master’s degree is not generally expected or available” may be credited in class placement for years of full-time, paid occupational experience.
- 3.10.4.1 Full-time, paid occupational experience as an apprentice qualifies for credit toward column placement.
- 3.10.4.2 Experience as a teaching or laboratory assistant does not count towards initial salary placement.
- 3.10.4.3 Experience years as an intern paid or unpaid do not count as occupation years.
- 3.10.5 Step Placement: Up to two steps may be credited to a faculty member for prior teaching experience. Maximum step placement for teaching experience is step 2.
- 3.10.5.1 Credit for college teaching experience will be computed as follows:
- One step for each one year of experience.
- 3.10.5.2 Credit for high school teaching experience will be computed as follows:
- One step for each two years of experience.
- 3.10.6 Full time faculty who resign or retire from RCCD and are subsequently offered an assignment as associate faculty will be placed at the step on Schedule B that corresponds to the step on Schedule A they would have assumed if they had not resigned or retired.
- Example #1: A full-time faculty member at column 4 & step 14 on Schedule A retires at the end of the spring term and is subsequently hired as an associate faculty member will be placed at column 4 & step 14 on

Schedule B or the highest number step if there are fewer than 14 steps on Schedule B.

- Example #2: A full-time faculty member at column 3 & step 8 on Schedule A retires at the end of the spring term and is subsequently hired as an associate faculty member will be placed at column 3 & step 9 on Schedule B.
- Example #3: A full-time faculty member at column 2 & step 7 on Schedule A retires at the end of the fall term and is subsequently hired as an associate faculty member will be placed at column 2 & step 7 on Schedule B.

3.10.7 Initial salary schedule placement for an associate faculty member occurs prior to the first day of employment with the District as an associate faculty member. Documentation of education and of prior work experience that may affect initial class and step placement must be submitted to the Office of Human Resources within 30 days of signing the Initial Employment Agreement. Only work experience completed prior to the first day of employment with the district can be considered. The District shall provide notice to new associate faculty of this requirement. If documentation is received after the 30 days, changes to step/ class placement will take effect with next semester's contract, if issued.

3.10.8 Each Step increase requires the completion of an additional 30 TLUs.

3.11 Salary:

3.11.1 Faculty:

3.11.1.1 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.

3.11.1.2 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.

- 3.11.1.3 Effective fall semester 2022, all faculty members will advance to their next step.
- 3.11.1.4 Effective fall semester 2022: Increase all cells of Schedule A by \$6000 and then add COLA (6.56%) multiplicative, both retroactive to the beginning of the fall 2022 semester (to include any faculty and associate faculty employed in fall 2022).
- 3.11.1.5 2023-24: Increase Schedule A by the COLA amount as identified in the 2023-24 State Budget Act. The District agrees to reopen salary negotiations for 2023-24. Add one step to all columns of Schedule A and Schedule B. All faculty and associate faculty continue to advance to their next step. Associate faculty parity rate is 76%. Additionally, for 2023-2024, either party may request on or after June 1, 2023 to reopen salary negotiations for Schedule A for a potential increase above the State COLA amount as identified in the 2023-24 State Budget Act. Neither party may reopen any other component of compensation or salary, including the above-identified increase to State COLA, the provision of the additional step, and the associate faculty parity rate increase to 76%.
- 3.11.1.6 2024-25: Increase Schedule A by the COLA amount as identified in the 2024-25 State Budget Act. The District agrees to reopen salary negotiations for 2024-25. Add one step to all columns of Schedule A and Schedule B. All faculty and associate faculty continue to advance to their next step. Associate faculty parity rate is 77%. Additionally, for 2024-2025, either party may request on or after June 1, 2024 to reopen salary negotiations for Schedule A for a potential increase above the State COLA amount as identified in the 2024-25 State Budget Act. Neither party may reopen any other component of compensation or salary, including the above-identified increase to State COLA, the provision of the additional step, and the associate faculty parity rate increase to 77%.

3.11.2 Associate Faculty

- 3.11.2.1 Effective fall semester 2022, associate faculty will be paid according to Schedule B, which is based on a TLU rate and is at

least 75% percent parity of Schedule A in effect fall semester 2022. All associate faculty continue to advance to their next step.

- 3.11.2.2 Effective fall semester 2023, associate faculty will be paid according to Schedule B, which is based on a TLU rate and is at least 76% percent parity of Schedule A in effect fall semester 2023. Add one step to all columns of Schedule B. All associate faculty continue to advance to their next step.
- 3.11.2.3 Effective fall semester 2024, associate faculty will be paid according to Schedule B, which is based on a TLU rate and is at least 77% percent parity of Schedule A in effect fall semester 2024. Add one step to all columns of Schedule B. All associate faculty continue to advance to their next step.
- 3.11.2.4 Hourly Lecture Rate: Placement on the associate faculty salary schedule, divided by 12.
- 3.11.2.5 Hourly Lab Rate: Placement on the associate faculty salary schedule, divided by 18.
- 3.11.2.6 Hourly Counselor Rate: Placement on the associate faculty salary schedule, divided by 21.6.
- 3.11.2.7 Class Advancement. With appropriate further education, faculty shall advance to a higher class.
- 3.11.2.8 Faculty at the terminal salary cell of any column who submit evidence that supports movement to a new column shall be placed at the equivalent step in the new column plus the number of years the faculty member spent in the terminal cell minus 1.

3.12 Associate Faculty: Other Compensation

3.12.1 Student Consultation: A regular part of an associate faculty member's assignment is to provide guidance and advice to students throughout the academic year. Student consultation hours are part of an associate faculty member's professional responsibility

3.12.2 Associate Faculty Curriculum Updating

Associate faculty may be eligible to receive a stipend of \$150 to revise or update an existing course outline provided all of the following criteria have been met:

- A dean, director, or other appropriate administrator has determined that a specific course needs to be revised or updated.
- There are no full-time faculty with relevant expertise available to revise or update the course outline.
- The associate faculty member possesses relevant expertise.
- The dean, director, or appropriate administrator has provided written approval for the associate faculty member to update or revise the course outline.

3.12.3 Associate Faculty Committee Service

3.12.3.1 The District will provide stipends for up to two (2) associate faculty elected to the CRFO Executive Committee. The District may bring forward to SARTCo proposals for and additional associate faculty to participate on any college or Academic Senate committees where the District has identified needs.

3.12.3.2 Any associate faculty member selected to complete paid committee service is expected to attend committee meetings regularly, participate fully with the assigned committee, and is limited to compensation for convened meetings.

3.12.3.3 Compensation for paid committee service is at the hourly rate established in Article 3.6.6 per hour of convened meetings up to a maximum of 25 meeting hours per semester. Meeting preparation, travel time, and mileage are not included in the stipend.

3.12.3.4 All paid associate faculty committee service must be authorized by the CIO before the first hour of service is performed.

3.13 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.

3.14 Independent study: Independent Study courses will be compensated only when an Independent Study course is needed for a student to meet a degree requirement at a rate of \$55 per course plus \$55 per unit per student. Associate Faculty can be compensated according to this agreement only when there are no full-time faculty teaching in the program.

3.15 CRFO Nonteaching Load Credit:
The District will grant 74 TLU's 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 TLU's 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.

- 3.15.1 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.

3.16 Distance Education and Correspondence Instruction:

Distance education is instruction in which the faculty or associate faculty member and students are regularly scheduled to be separated by distance for some or all instructional time and interact with communication technology in accordance with the distance education rules and regulations established by the U.S. Department of Education and Title 5 of the California Code of Regulations.

Correspondence education is instruction in which the faculty and associate faculty provides to students by mail or electronic transmission exclusively all instructional materials and assignments in accordance with the correspondence education rules and regulations established by the U.S. Department of Education and Title 5 of the California Code of Regulations.

3.16.1 Faculty members may agree to teach distance education and correspondence courses on a voluntary basis. The scheduling of a faculty member to teach distance education courses will occur according to the processes and timelines established in Article XV.

3.16.2 The District may employ new faculty members with the understanding that their regular schedule may include assignments in distance education or

correspondence education instruction, provided the job announcement and the faculty member's employment agreement so indicate.

- 3.16.3 Any changes to CR administrative procedures or board policies, state or federal education codes (such as modifications to RSI requirements), ADA standards, or ACCJC requirements that impact faculty or associate faculty working conditions will be referred for impacts and effects negotiations.
- 3.16.4 The District is responsible for ensuring that instructional materials meet ADA accessibility requirements.
- 3.16.5 The District and CRFO agree that the purpose of accessibility software and accessibility checkers is to provide individual faculty tools with which to improve the accessibility of their online learning sites. No data or accessibility reports generated by any such accessibility checkers will be used in the evaluation of any faculty or associate faculty.
- 3.16.6 Faculty and associate faculty are expected to work collegially with DSPS staff creating accessible instructional materials for a qualifying DSPS student by providing DSPS whatever required instructional materials need to made accessible. The instructional materials provided by a faculty or associate faculty member and the accessible versions of these materials remain the exclusive property of the faculty or associate faculty member and may not be shared with or given to any administrator, staff member, or other faculty or associate faculty without the written permission of the faculty or associate faculty who created the original instructional materials.
- 3.16.7 All distance education classes shall include regular and substantive interaction between the instructor and students using the district adopted learning management system. This does not preclude integration or use of external resources and communication methods.
- 3.16.8 The same standards regarding course content quality (i.e. the quality of assignments and instructional materials) that apply to face-to-face courses also apply to distance education and correspondence education courses.
- 3.16.9 Prior to teaching an online course for College of the Redwoods, faculty and associate faculty must do at least one of the following:
 - Complete the College of the Redwoods Online Teaching and Learning Training.

- Earn a score of 100% on the Online Education Requirements Multiple-Choice Quiz. The quiz can be retaken an unlimited number of times. (Quiz content will be agreed to by the CIO and the Academic Senate)
- Provide at least one satisfactory evaluation report (F-5 or AF-5) that indicates prior successful experience teaching online at College of the Redwoods.

3.16.10 When a faculty or associate faculty member teaches a specific course via distance education or correspondence education at the request of the District for the first time, the faculty or associate faculty member is compensated \$500 per TLU for the development of the course. If the faculty or associate faculty teaches the same course online or via correspondence in a subsequent semester, no stipend shall be given. If the instructor teaches multiple sections of the same course during the semester it is first taught, compensation will be awarded for one section.

For the purposes of this article the phrase “at the request of the District” means that the District has created a schedule of course offerings to be staffed.

- For example, if Instructor A is scheduled to teach GARD 1A via distance education in fall 2025 and has not taught GARD 1A via distance education in any previous semester at CR, Instructor A’s fall 2025 distance education section of GARD 1A will be compensated per the terms of Article 3.16.10.
- Instructor B is also scheduled to teach GARD 1A via distance education in fall 2025, but Instructor B taught GARD 1A via distance education at CR in spring 2018. Instructor B’s fall 2025 distance education GARD 1A is not eligible for compensation per the terms of Article 3.16.10.
- Instructor C is scheduled to teach GARD 1A via distance education and GARD 1A via correspondence education in fall 2025. Instructor C taught GARD 1A via distance education in fall 2022 but has never taught GARD 1A via correspondence education at CR in a previous semester. Instructor C’s GARD 1A via correspondence education will be compensated per the terms of Article 3.16.10, but Instructor C’s GARD 1A via distance education will not be compensated per the terms of Article 3.16.10.

3.16.11 Instructional materials developed by an associate faculty or faculty member for use in, online, or correspondence instruction are fully the property of the

faculty or associate faculty member who developed the materials. Faculty and associate faculty may use instructional materials they develop in any ways they wish, including, authorizing the for-profit publication of such materials in exchange for remuneration from a non-District entity.

3.16.12 The District may request through the SARTCo process that faculty and associate faculty develop instructional materials in exchange for additional compensation or substantial support. The District will own the right to any work created with additional compensation or substantial support from the District.

3.16.12.1 “Additional compensation” refers to compensation in the form of stipend or TLUs which are over and above the cost of the faculty member’s normal compensation and is offered in place of compensation for the first-time development of distance education and correspondence education courses, as established in Article 3.16.10.

3.16.12.2 “Substantial support” refers to the cost of providing secretarial, technical, legal or creative services specifically for the creation of instructional materials. Substantial support does not include the use of office or classroom space, office computer, local telephone use, minimal office supplies, or copy services.

3.16.12.3 Grant funds obtained by faculty members for the creation of instructional materials shall be considered substantial support provided by the District only if the District is involved in the fiscal administration of the grant.

3.16.13 Faculty members shall have a non-exclusive license to use instructional materials they created, whose rights are owned by the District, in the following ways:

- to reproduce such instructional materials (for example, by photocopying them, by duplicating computer disks on which they have been saved, or by installing them on computer networks);
- to distribute such instructional materials (for example, to students in classes);
- to perform such instructional materials (for example, in classroom teaching, by webcasting, or by broadcasting);
- to display such instructional materials (for example, over the web); and to create derivative instructional materials (for example, companion materials or updated versions).

- Faculty members may do these things themselves, but may not authorize them to be done by others, unless they first obtain the written consent of the District.

3.17 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

4.1.1. Calculation of leave usage for faculty members: Deductions will be made proportionate to assignments, in one-quarter-day increments, regardless of how many hours were involved. For example, if a faculty member misses an entire day's assignment, they 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.

4.1.2 Calculation of leave usage for associate faculty members: Deductions will be made as follows:

≤ 2 hours of missed scheduled work = ¼ day leave.

> 2 but ≤ 4 hours of missed scheduled work = ½ day leave.

> 4 but ≤ 6 hours of missed scheduled work = ¾ day leave.

> 6 hours of missed work = 1 day leave.

4.2 Sick Leave: Every year, each faculty member of the District shall be granted ten days of injury or illness leave.

Every semester, each associate faculty member shall earn injury or illness leave in accordance with the table below. Unused injury or illness leave carries over and accumulates. Injury and illness leave for associate faculty is granted on the first day of the semester, and any subsequent adjustments to load will cause adjustments to injury and illness leave accrual as appropriate.

0 – 4.5 TLU = 1 Day

4.51 – 9.0 TLU = 2 Days

9.01 – 13.5 TLU = 3 Days

13.51 – 18.0 TLU = 4 Days

By January 1, 2018, the District will calculate and the total accumulated sick leave earned for each associate faculty member.

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 shall be credited with unused accumulated sick leave acquired at their previous district of employment (Education Code 53125). It is the responsibility of the faculty member to initiate a request with the former employer to communicate to Human Resources how much sick leave shall be credited.

4.2.2 Faculty or associate faculty members absent due to illness or injury or personal necessity for a period of three consecutive days or less will not be charged illness or injury leave if during his or her absence the position is filled by a faculty or associate faculty member who meets minimum qualifications, is currently employed as a faculty or associate faculty member by the district, and voluntarily agrees to assume the instructional or non-instructional duties at no cost to the District. It is the sole responsibility of the absent faculty or associate faculty member to obtain a voluntary substitute. This provision applies only when the class is not cancelled or when the duties of the non-instructional faculty are assumed for that day by a faculty member who is not scheduled to work on that day. If a faculty member is aware of the leave at least 24 hours in advance, then he or she must notify his or her dean/director to confirm that the substitute meets minimum qualifications in the class for which they will substitute. Otherwise the dean/director shall be notified the following workday.

4.2.3 Injury or Illness 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 their administrator informed as to when they expect 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.

When reporting absence, associate faculty must indicate the exact number of scheduled work hours missed.

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 their regular paycheck under the Industrial Accident or Illness Leave for up to 60 working days if they have 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 their duties as a result of an industrial accident or illness, they shall be paid such portion of the salary due him/her for any month in which the absence occurs that when added to their 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 their 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 In accordance with Education Code Section 87787 (a) – (f), 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, their 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, they may elect to take as much of their accumulated sick leave which, when added to their temporary disability indemnity, will result in a payment to him/her of not more than their 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 their 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.
- 4.4 Bereavement Leave: Absence due to death in the immediate family of the faculty/associate 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/associate faculty member or of the spouse or domestic partner of the faculty/associate 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/associate 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/associate faculty member.

4.5 Legal and Civic Duties:

4.5.1 Jury Duty and Subpoenas: Faculty/Associate Faculty members shall be granted a paid leave to appear as a witness in court other than as a litigant, to serve on a jury, or to respond to an official order from another governmental jurisdiction for reasons not brought about through connivance or misconduct of the member. Faculty/Associate Faculty shall pay to the district any per diem fees paid by the court for their jury duty service or may waive the per diem fee. Members shall return to work during any day in which they do not have to report to court.

4.5.2 Military Leave: A faculty/associate faculty member shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave. Time on military leave does not count toward acquisition of tenure.

4.6 Family Medical Leave and Parental Leave: Family Medical and Parental leave will be provided to faculty/associate faculty members in accordance with established law. This leave includes, but is not limited to, absences due to pregnancy, miscarriage, childbirth, and recovery therefrom.

4.7 Personal Necessity Leave: Faculty members may use up to six days of personal necessity per year and associate faculty members may use up to two days of personal necessity per semester to be used as follows and charged to available sick leave.

4.7.1 Accident, death or serious illness of immediate family member, as "immediate family" is defined in Section 4.4.

4.7.2 Court appearance as party or witness.

4.7.3 Other compelling reasons as approved by the appropriate supervisor.

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 they would have achieved had there been continuous faculty service.

4.9 Personal Use Day: Faculty members may use up to two personal use days per semester and associate faculty members may use up to 1 personal use day per semester, subject to prior written approval of their administrative supervisors, Unused Personal Use Days will not carry forward. Except under extraordinary circumstances, personal use days shall not be used during convocation or commencement.

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 their 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 their 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

their 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 they can furnish the District with an acceptable replacement for their 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 they assume 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 their 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 they 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 their 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 their annual salary
 - b) For all other activities, the faculty member will receive 60 percent of their annual salary.
2. For a sabbatical leave of one semester or, at the discretion of the President/Superintendent, any 4½-month period, they shall receive their 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 they continue 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 they plan 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.

4.11 Professional Development: All faculty who receive professional development funds from the district are entitled to paid leave for the duration of the professional development activity plus necessary travel time. Leave to attend professional development activities must be approved in accordance with district travel policy.

Faculty may request paid leave to attend professional development activities not funded by the district. Leave to attend professional development activities not funded by the District must be approved in accordance with district travel policy.

ARTICLE V – BENEFITS

- 5.1. The Board of Trustees agrees to maintain a faculty insurance program. This program shall include:
 - 5.1.1 Medical coverage – (currently Self-Insured Schools of California (SISC)).
 - 5.1.1.1 Faculty shall be able to choose from among the following Plans available through Self-Insured Schools of California: 100-D, 90-G, and Anchor Bronze.
 - 5.1.1.2 Each plan year will start on October 1 of each year and continue until September 30 of the subsequent year. During the open enrollment of each subsequent calendar year (August 1 through August 31), the employee may elect the option of changing plans.
 - 5.1.1.3 The District shall be obligated to make a maximum contribution towards faculty member medical benefits equivalent to the actual monthly premiums of the Prudent Buyer Plan –90-G for the faculty, spouse, or domestic partner, and dependents.
 - 5.1.1.3.1 Faculty who voluntarily select a medical plan with a higher premium than the 90-G Plan shall be responsible for the additional cost to be deducted from their monthly salary as a payroll deduction.
 - 5.1.1.3.2 Selection of a plan with a lower premium cost to the District than the 90-G Plan will not result in any payment or reimbursement back to the faculty.
 - 5.1.2 Dental insurance administered through Delta Dental Incentive Unlimited— faculty member, spouse or domestic partner, and dependents.
 - 5.1.3 Salary continuation insurance.
 - 5.1.4 Vision insurance through VSP – faculty member, spouse or domestic partner, and dependents.
 - 5.1.5 A faculty member, surviving spouse or domestic partner, or dependent has right of access to COBRA benefits as defined by law.

- 5.1.6 Life Insurance with Accidental Death and Dismemberment Insurance:
The District agrees to provide and fully fund a life insurance policy of up to \$50,000 and 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 \$9 per month per faculty member. Additional coverage may be available at the faculty member's expense.
- 5.1.7 The district shall immediately inform CRFO if it receives notification from the provider of any of the plans identified in this article 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.
- 5.1.8 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.
- 5.1.9 Employee Benefit Trust Fund (medical hardware not covered by faculty member's medical insurance):
- 5.1.9.1 Hearing Aids: The District will reimburse any unpaid balance of eligible claims for hearing aids, provided the unpaid balance is not part of the member's required annual deductible or doctor office visit co-pay.
- 5.1.9.2 Other Medical Hardware: The District will reimburse any unpaid balance of eligible claims for medical hardware other than hearing aids, provided the unpaid balance is not part of the member's required annual deductible or doctor office visit co-pay.
- 5.1.9.2.1 Eligible claims for medical hardware other than hearing aids will be subject to the following maximums:
1. One claim per year.
 2. Three claims maximum while in the program.
 - a. No more than \$2,000 per claim or \$5,000 total benefit per family from the program.

- 5.1.9.3 Valid claims for all Medical Hardware must meet all the following criteria:
1. Prescribed by a health care provider.
 2. Of no further use when medical need ends.
 3. Usable only by the patient-.
 4. Not for environmental control.
 5. Not for exercise.
 6. Manufactured specifically for medical use.
- 5.1.9.4 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).
- 5.1.9.5 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 Benefits for Associate Faculty Members:

- 5.2.1 The District will make available, within the restrictions of its insurance carriers, all of its 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 these benefits will be paid for by the associate faculty member.
- 5.2.2 The District will fund the Associate Faculty Medical Reimbursement Program up to \$25,000 per period, defined as January 1 through June 30 for associate faculty employed during the spring semester, and July 1 through

December 31 for associate faculty employed during the fall semester.
Unused funds do not roll over to the next period.

5.2.2.1 Associate faculty must submit a completed and signed Associate Faculty Medical Reimbursement Request Form (available for download at the CR Human Resources webpage) to Payroll with appropriate documentation for each period claimed by the due date on the form, and must comply with all other requirements on the form. Late forms will not be considered.

5.2.2.2 Reimbursement to eligible individual associate faculty will be limited to not more than \$1,000 per period. If more than \$25,000 in eligible reimbursement claims are received in a period, then the \$25,000 will be distributed on a pro-rata basis.

5.2.2.3 Associate faculty working only during the summer term are ineligible to participate in Associate Faculty Medical Reimbursement Program.

5.3 The District also provides a Health and Wellness Plan and an Employee Assistance Plan for full time and part time faculty, anyone living in their household and their dependents.

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 SISC.
- 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 at least ten years prior to such retirement. The ten years of faculty employment need not occur in the ten years immediately prior to 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 OR PERS SERVICE CREDIT**

- 7.1 Faculty may participate in the Reduced Workload Program as set forth in this Article.

The Reduced Workload Program allows a full-time faculty member of CalSTRS or PERS to reduce their workload from full-time to part-time duties and receive the service credit the faculty member would have received if the faculty member were employed on a full-time basis and have their retirement allowance as well as health benefits in the same manner as if employed on a full-time basis. It is this article that this program be carried out in compliance with the Education Code and any other applicable laws.

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

- 7.3 Faculty working under this article are responsible for a prorated amount of additional faculty responsibilities (see section 3.7.1)

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 to faculty member's immediate administrative supervisor to the appropriate senior administrator who forwards the request with a recommendation for action by the Board of Trustees. 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 and Public Employees' Retirement System:

The faculty member and the District shall make contributions to STRS or PERS 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 submitted to an administrative supervisor will be forwarded to the Board of Trustees with a recommendation. All requests for modifications must be approved by the Board.

8.8 Notification Dates:

A faculty member requesting participation in the partial leave program must submit this request in writing to their immediate supervisor at least 45 days before the first day the partial leave is to begin or at a later time based upon mutual consent of the parties involved.

8.9 The Board of Trustees will consider the partial leave request at the next regularly scheduled meeting.

8.10 A period of two years of full-time faculty service must precede a partial leave request for two consecutive semesters. Exceptions may be granted by mutual agreement of RCCD and CRFO.

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 or CRFO on behalf of the grievant shall have thirty-five days to 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 the grievant or 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 All full-time faculty are assigned a primary instructional site upon hire. Instructional sites are Eureka Campus (EKA), Del Norte Education Center (DN), Klamath-Trinity (KT), Pelican Bay State Prison (PBSP) and Pelican Bay State Prison/Del Norte (PBSP DN).
- 10.2 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 their primary instructional site. Neither permanent transfer, whether voluntary or administrative, nor temporary reassignment affects a faculty member's seniority status.
- 10.3 Voluntary Permanent Transfer to EKA, DN, and KT: When a vacant faculty position is authorized to be filled at EKA, DN, or KT, qualified faculty members already employed by the District may request, in writing, a transfer from their current assignment into the vacant position within ten (10) business days of the internal announcement. For the purposes of this section, a business day is defined as any day, Monday through Friday, excluding District holidays.
- 10.3.1 Any faculty member possessing a current FSA in the service area associated with the open position will be automatically granted transfer and/or reassignment to the open position.
- 10.3.2 If more than one faculty member possessing a current FSA in the service area associated with the open position requests transfer and/or reassignment to the open position, the faculty member with highest seniority will be granted transfer and/or reassignment to the open position.
- 10.3.3 If no faculty member possessing a current FSA in the service area associated with the open position requests reassignment and/or transfer, any tenured faculty member who meets the minimum qualifications for the open position as defined in Minimum Qualifications for Faculty and Administrators by California Community Colleges System Office but who does not possess a current FSA in the service area associated with the open position may apply for transfer and or reassignment to the open position by submitting the following to the Office of Human Resources:
- 10.3.3.1 A cover letter expressing interest in reassignment and/or transfer.
- 10.3.3.2 Copies of academic transcripts.

10.3.3.3 A current curriculum vitae.

If one or more applications are received, the office of Human Resources will initiate the screening committee process in accordance with AP 7120-3. 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 7120-3. 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 7120-3, 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.

10.4 Voluntary Permanent Transfer to PBSP and PBSP/DN: When a vacant faculty position is authorized to be filled at PBSP or PBSP/DN, qualified faculty members already employed by the District may request, in writing, a transfer from their current assignment into the vacant position within ten (10) business days of the internal announcement. For the purposes of this section, a business day is defined as any day, Monday through Friday, excluding District holidays.

10.4.1 If a vacant faculty position is authorized to be filled at PBSP or PBSP/DN, a faculty member whose primary instructional site is PBSP or PBSP/DN and who possesses a current FSA in the service area associated with the position, will be automatically granted transfer and/or reassignment to the open position.

10.4.2 To be granted transfer to PBSP or PBSP/DN from EKA, DN, or KT, the faculty member requesting transfer must possess a current FSA in the service area associated with the open position AND be approved by the District to transfer to the vacant position.

10.4.3 If no faculty member possessing a current FSA in the service area associated with the open position requests reassignment and/or transfer, any tenured faculty member who meets the minimum qualifications for the open position as defined in Minimum Qualifications for Faculty and Administrators by California Community Colleges System Office but who does not possess a

current FSA in the service area associated with the open position may apply for transfer and/or reassignment to the open position by submitting the following to the Office of Human Resources:

10.4.3. 1 A cover letter expressing interest in reassignment and/or transfer.

10.4.3.2 Copies of academic transcripts.

10.4.3.3 A current curriculum vitae.

If one or more applications are received, the office of Human Resources will initiate the screening committee process in accordance with AP 7120-3. 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 7120-3. 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 7120-3, 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.

10.5 Administrative Permanent Transfer: Upon recognition by the administration that workload conditions necessitate such action, the President/Superintendent or designee may administratively transfer a faculty member from their current assignment to another assignment within the District at EKA, DN, or KT. No faculty may be administratively transferred to PBSP or PBSP/DN without the faculty member's consent. This administrative transfer may preempt voluntary transfer. The faculty member being transferred must meet the minimum academic qualifications for the position into which they are 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 instructional sites separated by 50 or more miles (EKA, DN, KT, PBSP, PBSP/DN) and if the faculty member chooses to move to the new location, a \$1, 800 moving expense allowance will be paid to the faculty member.

10.6 Temporary Full Reassignment: In consultation with the appropriate Vice President or designee the President/Superintendent may temporarily reassign a faculty member to perform all of their assignment at a location other than their primary instructional site. Temporary full reassignment may be voluntary or administrative. Administrative reassignment will only be pursued if voluntary reassignment fails to produce an

appropriate candidate. In all cases, the faculty member being reassigned must meet the minimum academic qualifications for the new assignment.

10.6.1 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.

10.6.2 Temporary full reassignments will normally be for one academic term but may be extended by mutual agreement of the faculty member, the administration, and CRFO.

10.6.3 If temporary full reassignment is to or from the Del Norte, Klamath Trinity or Eureka campus, the faculty member will be paid a ten-percent salary differential, based on their current regular salary for the duration of the reassignment. In addition, a reassigned faculty member who uses their 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 round trip from the faculty member's primary instructional site to the site of reassignment.

10.7 A faculty member will not normally be simultaneously assigned to instructional sites more than fifty miles apart. However, in consultation with the appropriate vice president or designee, the President/Superintendent may seek a faculty volunteer to fill part of their load at an instructional site located more than fifty miles from their primary instructional site in a single semester. In all cases, the faculty member being temporarily partially reassigned must meet the minimum academic qualifications for the reassignment.

10.7.1 Under this article faculty who are voluntarily assigned simultaneously to instructional sites more than 50 miles apart will be compensated as follows:

10.7.1.1 Current IRS rate for mileage reimbursement calculated in accordance with IRS regulations.

AND

To compensate for the standard travel time as determined by Google maps, faculty shall be paid either at the hourly rate established in Article 3.6.6 for such travel time or receive the TLU equivalent.

10.7.1.1.1 If the faculty member teaches at both their primary instructional site and non-primary instruction site on the same day, then the mileage calculation shall be to and from the non-primary instructional site and personal residence.

10.7.1.2 Faculty may bank the TLU equivalent or use the TLU equivalent for reassignment during the simultaneous assignment.

10.7.2 In the event no faculty member volunteers for temporary partial reassignment and the District considers the staffing of the course to be mission critical, the President/Superintendent, in consultation with the appropriate vice president or designee, may consider voluntary assignment of associate faculty. Associate faculty will be compensated in accordance with 10.6.1.1 subject to the 67% of faculty load limitations.

ARTICLE XI – FACULTY TENURE AND EVALUATIONS

All tenured faculty, temporary full-time faculty, grant-funded full-time faculty, and associate faculty will be evaluated according to the processes established by this Article.

- 11.1 PROBATIONARY TENURE-TRACK FACULTY EVALUATION PROCESS:
The purpose of the tenure review process is to ensure that College of the Redwoods provides students with the most knowledgeable, talented, creative, professional, and student-oriented faculty available. The four-year probationary period provides sufficient time for probationary tenure-track faculty to understand the expectations for tenure, to develop the skills and acquire the experience necessary to participate successfully in the educational process, to use the District’s and other resources for professional growth, and to become a fully-participating and effective member of the college’s professional community. The process should promote professionalism and enhance academic growth by providing a useful, comprehensive assessment of all areas of performance.

Contents of 11.1:

- 11.1.1 – Documentation of Process
- 11.1.2 – Evaluation Process Time Line
- 11.1.3 – Evaluation Components
- 11.1.4 – Probationary Faculty Evaluation Committee
- 11.1.5 – Tenure process
- 11.1.6 -- Consideration of Input from Outside of the Formal Evaluation Process

11.1.1 Documentation of Process. To properly document the evaluation process, the following standardized District forms will be used:

- 11.1.1.1 Faculty Evaluation Form 1 (F-1): Confidentiality Agreement
- 11.1.1.2 Faculty Evaluation Form 2A (F-2A) and if necessary 2DE (F-2DE): Faculty Evaluation forms
- 11.1.1.3 Faculty Evaluation Form 3A, B, C or D: Student Evaluation of Evaluatee Effectiveness.
- 11.1.1.4 Faculty Evaluation Form 4A (F-4A): Self-Evaluation and Professional Development Inventory
- 11.1.1.5 Faculty Evaluation Form 5A (F-5A): Evaluation Conference Report for Probationary Tenure-Track Faculty form.
- 11.1.1.6 All completed forms will be held in the faculty member’s personnel file, which is housed in the Office of Human Resources.

11.1.2 Evaluation Process Timeline. The PFEC process will be followed during each evaluation period until final recommendation is made. For short-term courses, courses that begin after the first week of the semester, and courses that end before the final week of the semester, the PFEC chair will modify the student-evaluation timeline so that student evaluations and worksite observations occur after the course is 50% complete. Any other deviations from the timeline requires mutual agreement of the District and the CRFO.

11.1.2.1 Weeks 1-4

11.1.2.1.1 The Academic Senate President appoint PFEC members, and the evaluatee selects one PFEC member.

11.1.2.1.2 The PFEC chair notifies the evaluatee in writing of the membership of the PFEC. The process by which a candidate removes a committee member (as described in 11.1.5.5) must occur within this week 1-4 period.

11.1.2.2 Weeks 4 – 7

11.1.2.2.1 The PFEC chair convenes an orientation meeting of the committee members to review the expectations of the faculty member relative to the current year of the tenure process, review previous evaluations, review faculty member's class or work schedule, and determine availability of PFEC members to conduct worksite or classroom observations. All PFEC members sign a copy of the Form 1 (Confidentiality Agreement). No evaluation work should occur prior to the orientation meeting, where the Confidentiality Agreement will be signed.

11.1.2.2.2 The PFEC chair convenes a meeting of the PFEC and the evaluatee to review the expectations of the faculty member relative to the current year of the tenure process, review process timelines, review evaluation instruments and criteria, and schedule worksite or classroom observations.

11.1.2.2.3 The probationary tenure-track faculty member's self-evaluation Faculty Evaluation Form 4A (F-4A) is completed and submitted to the PFEC chair. Probationary tenure-track faculty do not complete the Faculty Evaluation Form 4A (F-4A) during the first fall of employment as a full-time tenure-track faculty member.

11.1.2.2.4 Any member of the PFEC may request supporting documentation from the evaluatee in order to prepare for their worksite observation.

11.1.2.3 Weeks 7 – 12

11.1.2.3.1 Student evaluations are conducted and reports statistics and student comments are sent to the PFEC chair who then distributes these to all members of the PFEC and evaluatee. The PFEC may consider the report statistics and student comments as part of their evaluations.

11.1.2.3.2 PFEC members perform classroom/site observations, review evaluatee's self-evaluation form (F-4A), review other documents related to evaluatee's job performance, and complete Faculty Evaluation Form 2A (F-2A), and if needed F-2DE (for online assignments) . PFEC members will forward their F-2 forms to the PFEC chair.

11.1.2.3.3 Any member of the PFEC may request additional supporting documentation from the evaluatee following a worksite observation.

11.1.2.4 Weeks 12 – 14

The PFEC chair shall distribute the peer evaluation forms (F-2A and F2DE, if necessary) to the PFEC members prior to the meetings listed below.

11.1.2.4.1 The PFEC meets without the evaluatee to evaluate the faculty member's performance in all areas. The faculty member or the PFEC may request additional input; this additional input shall be limited to further worksite visitation(s), further discussion with the evaluatee, and/or the request for additional records/documents.

11.1.2.4.2 The PFEC will meet without the evaluatee to decide if the evaluatee has met the evaluation criteria and, if appropriate, to recommend a specific course of action to help the faculty member improve their performance. The PFEC will create a draft evaluation summary and employment recommendation using Faculty Evaluation Form 5A (F-5A).

11.1.2.4.3 The PFEC chair shall distribute the peer evaluation forms (F-2A and F2DE, if necessary) to the evaluatee at least 3 working days prior to the meeting described in this section.

The PFEC will meet with the evaluatee to share its draft evaluation summary and employment recommendation. PFEC makes revisions, if any, to its F-5A and shares the revised report with the probationary tenure-track faculty.

11.1.2.5 Week 14 – 16

- 11.1.2.5.1 The probationary tenure-track faculty member submits to the PFEC chair any optional narrative statement in response to the PFEC's F-5A recommendations to be attached to the F-5A.
- 11.1.2.5.2 The PFEC chair will submit the following to the evaluatee's immediate supervisor: completed evaluation conference report (F-5A), student evaluation summaries (F-3A forms), peer evaluation forms (F-2A and F2DE forms), the evaluatee's professional activities inventory (F-4B), and any written response to the evaluation by the evaluatee. The immediate supervisor then submits the forms to the CIO.

11.1.3 Evaluation Components

Evaluation Components. Probationary tenure-track faculty evaluation shall be comprised of the following components:

11.1.3.1 Records Evaluation

- 11.1.3.1.1 The PFEC shall assess the teaching faculty's classroom records such as syllabi, handouts, tests, and/or assignments and grading rubrics. The PFEC shall also assess the timeliness of the submission of census rosters and final grade reports. This assessment shall be within the bounds of professional ethics and academic freedom.
- 11.1.3.1.2 The PFEC shall assess the counselor/librarian/learning disabilities specialist faculty's maintenance of appropriate documentation. This assessment shall be within the bounds of professional ethics and academic freedom.

11.1.3.2 Professional Responsibilities Evaluation

- 11.1.3.2.1 The PFEC shall assess the candidate's professional engagement as quantified in Form 4A. Professional engagement includes activities such as conference/workshop attendance, staff development participation, professional association memberships,

scholarly publications, research, and relevant community activity. Faculty are strongly encouraged to attend regional, state, and national conferences and participate in state level committees.

11.1.3.2.2 The PFEC shall assess the faculty member's participation in institutional governance.

11.1.3.2.3 The PFEC shall assess the faculty member's participation in department and division meetings.

11.1.3.2.4 The PFEC shall assess the faculty member's demonstrated ability to work collegially and collaboratively with faculty, staff, managerial, and administrative colleagues.

11.1.3.2.5 The PFEC shall assess the faculty member's ability to follow district policies and procedures.

11.1.3.2.6 The PFEC shall assess the faculty member's participation in course, program, and institutional assessment.

11.1.3.3 Self-Evaluation

11.1.3.3.1 The probationary tenure-track faculty member shall evaluate on Form 4A their performance since the previous evaluation. Probationary tenure-track faculty do not perform a self-evaluation during the first semester in which they are evaluated as a full-time tenure-track faculty member.

11.1.3.3.2 The faculty member shall include in their self-evaluation a response to any previous recommendations of by the PFEC and a report on progress made toward correcting areas of deficiency.

11.1.3.4 Evaluation of Performance in Primary Area of Assignment

11.1.3.4.1 Evaluation of performance shall consist of worksite observations of all aspects of the tenure track teaching faculty's assignment, excluding office hours and committee work. This means at least one observation of every class, lab and clinical assignment. An observation means one worksite visitation regardless of the number of evaluators visiting.

11.1.3.4.2 Two PFEC members may evaluate in the same visit.

11.1.3.4.3 The faculty member shall provide all PFEC members faculty-level access to all active LMS course shells during the evaluation cycle.

11.1.3.5 Student Evaluation of Performance

11.1.3.5.1 Classroom student evaluations shall be administered electronically at the request of the PFEC Chair or their designee using Evaluation Kit via the district LMS, Canvas. Evaluations will include standardized instructions for students.

For student evaluations of a particular course to be included in the probationary tenure-track faculty evaluation, the response rate for at least one question on the student evaluation must be at least 60%. In special circumstances (such as when it is highly unlikely that the 60% threshold will be met or the 60% was almost met) the evaluatee PFEC chair or designee and the CRFO President can mutually agree to any of the following remedies: 1. Extend the availability window of the LMS-administered evaluation; 2. Accept the number of completed evaluations as satisfactory; 3. Administer the Form 3A survey during a face-to-face meeting.

In cases where the instructor being evaluated is teaching multiple sections during the same class period, these aggregated sections will be considered as one section for the purpose of determining the student evaluation response rate.

11.1.3.5.2 Student evaluations of classroom faculty shall be administered to all classes of the evaluatee using Schedule Form 3A, which will be entered into Evaluation Kit.

11.1.3.5.3 For non-teaching faculty, a minimum of 30 student evaluations shall be administered either electronically or on paper. Student evaluations administered on paper shall be maintained in a sealed envelope and shall be submitted to the appropriate office for tally.

In special circumstances (such as when it is highly unlikely that 30 student evaluations can be collected or there are nearly 30 student evaluations collected) the PFEC Chair or designee and the CRFO President can mutually agree to any of the following remedies: 1. Extend the window

during which student evaluations can be collected; 2. Accept the number of completed evaluations as satisfactory.

11.1.4 Establishing the Probationary Faculty Evaluation Committee (PFEC) and the role of the PFEC

- 11.1.4.1 A PFEC evaluates all aspects of a probationary tenure-track faculty member's job performance and makes reemployment recommendations to the president/superintendent and board of trustees.
- 11.1.4.2 A PFEC is comprised of two tenured faculty members appointed by the Academic Senate President, one tenured faculty member selected by the evaluatee, and the CIO or designated administrator. Whenever possible, the PFEC will include at least one faculty member from the evaluatee's discipline and one faculty member from the evaluatee's hiring committee. One PFEC faculty member may serve as both the discipline peer and hiring committee member.
- 11.1.4.3 If there are no tenured faculty from the evaluatee's discipline available to serve on a PFEC, the PFEC will include at least one faculty member from a closely-related discipline. The Academic Senate President determines which disciplines qualify as "closely-related."
- 11.1.4.4 If there are no tenured faculty from a closely-related discipline available to serve on a PFEC, faculty from a non-related discipline shall be appointed by the Academic Senate President. When necessary, replacement committee members shall be appointed by the Academic Senate President in consultation with the PFEC members.
- 11.1.4.5 PFEC members appointed by the Academic Senate President typically serve as members of the PFEC for the duration of the tenure process. PFEC members appointed by the Academic Senate President may be removed from the PFEC by mutual agreement of the Academic Senate President and the Director of Human Resources. Reasons for removal will be communicated in writing to the removed PFEC member.
- 11.1.4.6 An PFEC member selected by the evaluatee serves on the PFEC for one year and may, if requested by the evaluatee, serve multiple years.
- 11.1.4.7 The faculty member shall have the right to remove one committee member appointed by the Academic Senate during the probationary period. If the candidate removes a committee member, a replacement committee member shall be appointed by the Academic Senate

President in consultation with the PFEC members. This must occur within the week 1-4 period established in section 11.1.11.1

To remove a PFEC member from the PFEC, the probationary tenure-track faculty member must submit their request in writing to the PFEC chair and the Director of Human Resources. The written request need not include reasons for requesting removal of a PFEC member.

11.1.4.8 The New Faculty Mentoring Program Coordinator is not eligible to serve as a PFEC member.

11.1.4.9 The CIO or designated administrator will serve as PFEC chair.

11.1.4.10 Faculty Tenure Evaluation Committee Appointment Process

11.1.4.10.1 The Academic Senate shall select PFEC members by the end of the second week of the fall semester. The evaluatee shall select their peer by the end of the fourth week. The CIO or designated administrator will be appointed by week two.

11.1.4.10.2 Once the PFEC members have been appointed by the evaluatee and the Academic Senate President, the CIO or designated administrator shall then convene the PFEC.

11.1.4.10.3 PFEC members have the right and responsibility to fully discuss their professional judgment of the candidate's strengths and weaknesses during the PFEC meetings.

11.1.4.10.4 All individuals involved shall maintain the confidentiality of the evaluation process and sign a statement to that effect (see Form 1: Confidentiality Agreement). All information gathered or reports generated as part of the evaluation shall be treated confidentially. PFEC members shall enjoy all of the protections afforded those who participate in a statutory evaluation process, including but not limited to, the qualified privileges associated with defamation as described in Evidence Code Section 411. Concerns regarding confidentiality must be reported to the Director of Human Resources within the academic year when the breach of confidentiality was alleged to take place. If there is no resolution, the PFEC shall address its concerns to the President. The college president will determine whether a re-evaluation of the evaluatee is necessary.

11.1.5 Tenure Review Process

The purpose of the tenure review process is to ensure that College of the Redwoods provides students with the most knowledgeable, talented, creative, professional, and student-oriented faculty available. The four-year probationary period provides sufficient time for probationary tenure-track faculty to understand the expectations for tenure, to develop the skills and acquire the experience necessary to participate successfully in the educational process, to use the District's and other resources for professional growth, and to become a fully-participating and effective member of the college's professional community. The process should promote professionalism and enhance academic growth by providing a useful, comprehensive assessment of all areas of performance.

11.1.5.1 A probationary tenure-track faculty member's first evaluation will occur in the first fall of employment, with subsequent evaluations in the spring semester following that first fall, and the next three fall semesters.

11.1.5.2 As stated in Education Code 87776, "No leave of absence when granted to a contract employee shall be construed as a break in the continuity of service required for the classification of the employee as tenure. However, 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."

A probationary tenure-track faculty member must provide at least 75% of full service in an academic year for the academic year to count toward tenure.

11.1.5.3 The criteria upon which probationary tenure-track faculty members will be evaluated are as follows:

11.1.5.3.1 Student Engagement

- Willingness, availability, and ability to assist students in achieving their educational goals
- Responsiveness to the educational needs of students by exhibiting awareness of and sensitivity to the following:
 - Diversity of cultural backgrounds, gender, age, and lifestyles
 - Variety of learning styles
 - Student goals and aspirations
 - The special needs of students with physical or other disabilities

- The importance of effective methods for resolving problems between the faculty member and students
- The role and value of student support services
- Concern for student welfare

11.1.5.3.2 Classroom Assignment

- Knowledge of subject matter
- Awareness of current developments and research in the discipline
- Demonstration of effective oral and written communication with students, including the ability to respond effectively to student questions and comments
- Effective use of teaching methods appropriate to the subject matter and course objectives
- Demonstrated ability to effectively and consistently organize and prepare courses and class meetings in accordance with the course outline of record
- Demonstrated ability to evaluate student work fairly and effectively
- Ability to create and maintain a classroom atmosphere of mutual respect and regard

11.1.5.3.3 Non-Classroom Assignment (Librarians, Counselors, Learning Disabilities Specialists, and Special Assignments)

- Ability to effectively resolve problems between the faculty member and students
- Ability to make referrals to appropriate student support services
- Knowledge and appropriate utilization of community resources
- Knowledge of area of expertise
- Awareness of current developments and research in the field
- Demonstration of effective oral and written communication with students, including the ability to respond effectively to student questions and comments
- Effective use of methods appropriate to area of assignment
- Demonstrated ability to effectively and consistently organize and prepare for day-to-day work and ongoing initiatives

- Ability to create and maintain a workplace of mutual respect and regard

11.1.5.3.4 Professional Responsibilities Evaluation

- Active, effective, and collegial participation in institutional governance.
- Ability to work consistently in a constructive, professional manner that fosters collegiality among faculty, staff, managers, administrators, and students.
- Demonstrated commitment to and enthusiasm for the profession, the college, and student success.
- Demonstrated ability to accurately collect and report final grades, census rosters, and other documentation in a timely manner.
- Demonstrated adherence to District policies and procedures.
- Participation in course, program, and institutional assessment.
- Participation in department and division meetings.
- Demonstrated ability to work collegially and collaboratively to meet accreditation standards.
- Demonstrated commitment to professional development.
- Consistent, effective participation in required college service activities.
- When under contract, usually responds to email inquiries from District administrators sent to an official CR email address in a timely manner (i.e., within 3 workdays).

11.1.5.4 Steps of Tenure Review Process. The steps of the tenure review process are as follows:

- 11.1.5.4.1 A formal evaluation of the evaluatee.
- 11.1.5.4.2 A committee meeting without the candidate to determine a recommendation for the evaluatee’s subsequent contract status.
- 11.1.5.4.3 At any time, the evaluatee may request a convening of the committee.
- 11.1.5.4.4 A committee meeting with the candidate to recognize meritorious performance, discuss committee’s employment

recommendation and, if appropriate, to develop a course of action for correcting deficiencies.

- 11.1.5.4.4.1 For a faculty member serving under the first full-time academic contract, the committee will make one of the following recommendations:
- Recommend entering into a contract for the following academic year.
 - Recommend not entering into a contract for the following academic year.
- 11.1.5.4.4.2 For a faculty member serving under the second consecutive academic contract, the committee will make one of the following recommendations:
- Recommend entering into a contract for the next two consecutive academic years.
 - Recommend not entering into a contract for the next two consecutive academic years.
- 11.1.5.4.4.3 For a faculty member serving under the third consecutive academic contract, the committee will make one of the following recommendations:
- Recommend employment as a tenured faculty.
 - Recommend non-reemployment.

11.1.5.5 Committee Criteria for Employment Recommendation

- 11.1.5.5.1 Not to rehire: Faculty member's performance is unsatisfactory and continued employment is not recommended.
- 11.1.5.5.2 To grant 2nd probationary contract: Faculty member has consistently participated in the New Faculty Orientation Program and has performed all duties and responsibilities satisfactorily OR has agreed to a performance improvement plan developed by the PFEC in F-5A.
- 11.1.5.5.3 To grant 3rd probationary contract: Faculty member continues to perform all duties and responsibilities satisfactorily OR after having implemented the plan developed by the PFEC for improving performance, has begun to perform all duties and responsibilities satisfactorily. The faculty member is becoming a fully-participating, effective member of the college community.

- 11.1.5.5.4 Recommend Tenure: Faculty member has demonstrated continual professional growth, has performed consistently satisfactorily in all areas of responsibility, has become a fully-participating member of the college community, and would be an asset to the institution.
- 11.1.5.5.5 President/Superintendent or designee will notify all probationary faculty of the date on which the Board of Trustees will be considering the PFEC and President's employment recommendations.
- 11.1.5.5.6 By March 15 of any given year, the president/superintendent will present to the Board of Trustees their reemployment recommendations and PFEC reemployment recommendations for probationary tenure-track faculty.
- 11.1.5.5.7 By March 15 of any given year, the Board of Trustees will notify all probationary tenure-track faculty of their reemployment status.
- 11.1.5.5.8 All decisions regarding reemployment are made by the Board of Trustees and are based on recommendations from the PFEC and the president/superintendent.

11.1.5.6 Recommendations to Deny Tenure.

- 11.1.5.6.1 The PFEC must have written justification and documentation of a recommendation not to grant tenure.
- 11.1.5.6.2 Recommendation to grant or not to grant tenure must be by majority vote of the PFEC.

A recommendation to reemploy under an additional contract or to grant tenure requires three out of four of the PFEC members to vote yes. If the PFEC is unable to reach a majority decision regarding a probationary tenure-track faculty member's subsequent contract status, the PFEC chair will notify the director of the Office of Human Resources and the Academic Senate President. The director of the Office of Human Resources and the senior Academic Senate Co-President will then convene and co-chair a meeting of the PFEC. The purpose of this meeting is to assist the PFEC in its effort to achieve a majority vote regarding its recommendation. If after this meeting the PFEC is still unable to reach a majority vote, the PFEC will

recommend not to enter into a subsequent contract or not to grant tenure, whichever is appropriate, and will send its recommendation to the president/superintendent.

- 11.1.5.6.3 The PFEC shall submit its recommendation for the faculty member's subsequent contract status to the college president. The college president shall review all materials and make a written recommendation for the faculty member's subsequent contract status to the PFEC. If the recommendations are the same, the president/superintendent shall send to the Board of Trustees for consideration both their recommendation and the PFEC recommendation for the faculty member's subsequent contract status. If the recommendations differ, the PFEC and the president/superintendent shall meet and attempt to resolve the differences before sending the recommendations to the board of trustees for consideration.
- 11.1.5.6.4 Until a candidate is tenured or terminated, the president shall each year forward the PFEC's Faculty Evaluation Form 5A (F-5A) and recommendations to the Board of Trustees.
- 11.1.5.6.5 The College of the Redwoods Board of Trustees considers the recommendations of the PFEC and the president/superintendent when making the final decision to grant or deny tenure.
- 11.1.5.6.6 The Board of Trustees is responsible for all employment decisions.

11.1.6 Consideration of Input from Outside of the Formal Evaluation Process

- 11.1.6.1 The PFEC will consider only complaints and commendations that have been thoroughly documented and substantiated. Any complaint will be contextualized by the complainant in an email or signed letter. No anonymous complaints will be considered by the PFEC.
- 11.1.6.2 All written complaints will be investigated and substantiated by the entire PFEC or, if the PFEC members agree, by the PFEC chair. Unsubstantiated, unwarranted, and inappropriate complaints and concerns will be disregarded. The committee chair is responsible for printing and distributing all documents relevant to complaints.

11.1.6.3 The evaluatee has the right to be informed of and to respond to any and all input which the committee is weighing as part of the evaluation process.

11.1.6.4 Complaints and all other evaluation materials will be kept confidential among the PFEC except as required by law. All documentation associated with any substantiated complaint will be included with the evaluation materials in the faculty member's personnel file.

11.2 TENURED FACULTY EVALUATION PROCESS: The purpose of the tenured faculty evaluation process is to ensure that College of the Redwoods provides students with the most knowledgeable, talented, creative, professional, and student-oriented faculty available and to provide tenured faculty an opportunity to share and discuss educational philosophies and practices. The tenured faculty evaluation process verifies that a tenured faculty member continues to develop the skills and acquire the experiences necessary to participate successfully in the educational process, uses the District's and other resources for professional growth, and continues to be a fully-participating and effective member of the college's professional community. The process should promote professionalism and enhance academic growth by providing a useful, comprehensive assessment of all areas of performance.

Contents of 11.2:

11.2.1 Documentation of Process

11.2.2 Evaluation Process Timeline

11.2.3 Evaluation Components

11.2.4 Evaluation Criteria

11.2.5 Tenured Faculty Evaluation Committee (TFEC)

11.2.6 Consideration of input from outside the formal evaluation process

11.2.1 Documentation of Process. To properly document the evaluation process, the following standardized District forms should be used:

11.2.1.1 Faculty Evaluation Form 1 (F-1): Confidentiality Agreement

11.2.1.2 Faculty Evaluation Form 2B (F-2B): Tenured, Associate, and Non Tenure-Track Full Time Temporary Faculty Evaluation form, and if necessary 2DE (F-2DE)

11.2.1.3 Faculty Evaluation Form 3A, B, C or D: Student Evaluation of Evaluatee Effectiveness

11.2.1.4 Faculty Evaluation Form 4B (F-4B): Professional Activities Inventory

11.2.1.5 Faculty Evaluation Form 5B (F-5B): Evaluation Conference Report for Tenured, Associate, and Non Tenure-Track Full Time Temporary Faculty form

11.2.2 Tenured Faculty Evaluation Process Timeline.

11.2.2.1 Tenured faculty will be evaluated once every three years, unless intermediate evaluations have been required by a previous evaluation.

11.2.2.2 Tenured faculty may be evaluated in either fall or spring. The CIO or designee and the tenured faculty member being evaluated will agree to which semester the evaluation will take place. For short-term courses, courses that begin after the first week of the semester, and courses that end before the final week of the semester, the TFEC chair will modify the student-evaluation timeline so that student evaluations and worksite observations occur after the course is 50% complete. Any other deviations from the timeline requires mutual agreement of the District and the CRFO.

11.2.2.3 Weeks 1-4

11.2.2.3.1 The CIO or designee notifies a tenured faculty that they are due for evaluation, indicates their peer faculty selection for the TFEC (if any), and requests the tenured faculty member to indicate an additional peer faculty selection for the TFEC (if any).

11.2.2.3.2 The tenured faculty member being evaluated submits to the TFEC chair the name of a peer faculty member selected for the TFEC (if any). The process by which an evaluatee removes a committee member (as described in 11.2.4.2) must occur within this week 1-4 period.

11.2.2.4 Weeks 4 – 7

11.2.2.4.1 The TFEC chair convenes a meeting of the TFEC, and the tenured faculty member being evaluated to review the process timelines, review evaluation instruments and criteria, and schedule worksite or classroom observations. In lieu of a face-to-face meeting, the TFEC can accomplish the tasks of this meeting via email if the tenured faculty member being evaluated agrees. All TFEC members sign a copy of the Faculty Evaluation Form 1 (Confidentiality Agreement). No evaluation work should occur prior to the orientation meeting, where the Confidentiality Agreement will be signed.

11.2.2.4.2 The tenured faculty member's Professional Activity Inventory (F-4B) is completed and submitted to the TFEC chair.

11.2.2.5 Weeks 7 – 12

11.2.2.5.1 Student evaluations are conducted, and reports statistics and student comments are sent to the TFEC chair who then distributes these to all members of the TFEC and evaluatee. The TFEC may consider the report statistics and student comments as part of their evaluations.

11.2.2.5.2 TFEC member(s) perform classroom/site observation (s), review evaluatee's self-evaluation form (F-4B), review other documents related to evaluatee's job performance, and complete Faculty Evaluation Form 2B (F-2B), and if needed F-2DE (for online assignments) . TFEC member(s) will forward F-2 forms to the TFEC chair.

11.2.2.5.3 Any member of the TFEC may request supporting documentation from the evaluatee in order to prepare for their worksite observation.

11.2.2.6 Weeks 12 – 14

The TFEC chair shall distribute the peer evaluation forms (F-2A and F2DE, if necessary) to the PFEC members prior to the meetings listed below.

11.2.2.6.1 The TFEC meets without the tenured faculty member being evaluated to evaluate the faculty member's performance in all areas. The evaluatee or the TFEC may request additional input; this additional input shall be limited to further worksite visitation(s), further discussion with the evaluatee, and/or the request for additional records/documents.

11.2.2.6.2 The TFEC will meet without the tenured faculty member to decide if the faculty member has met the evaluation criteria and, if appropriate, to recommend a specific course of action to help the tenured faculty member improve their performance. The TFEC will create a draft evaluation summary and recommendation using Faculty Evaluation Form 5B (F-5B).

11.2.2.6.3 The TFEC chair shall distribute the peer evaluation forms (F-2A and F2DE, if necessary) to the evaluatee at least 3 working days prior to the meeting described in this section.

The TFEC will meet with the evaluatee to share its draft evaluation summary and recommendations, if any.

11.2.2.6.4 The evaluatee may submit to the TFEC chair within 10 workdays of the TFEC meeting with the evaluatee, a written response to the TFEC's findings and recommendations.

11.2.2.7 Weeks 14 – 16

11.2.2.7.1 The TFEC will use F-5B to record its findings and its recommendations (if any). The TFEC chair will submit the following to the evaluatee's immediate supervisor: completed evaluation conference report (F-5B), student evaluation summaries (F-3A forms), peer evaluation forms (F-2B and F-2DE forms), the evaluatee's professional activities inventory (F-4B), and any written response to the evaluation by the evaluatee. The immediate supervisor then submits the forms to the CIO.

11.2.2.7.2 All documents related to the evaluation will be stored in the tenured faculty member's personnel file housed in the Office of Human Resources.

11.2.3 Evaluation Components. Tenured faculty evaluation shall be comprised of the following components:

11.2.3.1 Records Evaluation

11.2.3.1.1 The TFEC shall assess the teaching faculty's classroom records such as syllabi, handouts, tests, and/or assignments and grading rubrics. The TFEC shall also assess the timeliness of the submission of census rosters and final grade reports. This assessment shall be within the bounds of professional ethics and academic freedom.

11.2.3.1.2 The TFEC shall assess the counselor/librarian/learning disabilities specialist faculty's maintenance of appropriate documentation. This assessment shall be within the bounds of professional ethics and academic freedom.

11.2.3.2 Professional Responsibilities Evaluation

- 11.2.3.2.1 The TFEC shall assess the candidate’s professional activities such as conference/workshop attendance, staff development participation, professional association memberships, scholarly publications, research, and relevant community activity.
- 11.2.3.2.2 The TFEC shall assess the faculty member’s participation in institutional governance.
- 11.2.3.2.3 The TFEC shall assess the faculty member’s participation in department and division meetings.
- 11.2.3.2.4 The TFEC shall assess the faculty member’s demonstrated ability to work collegially and collaboratively with faculty, staff, managerial, and administrative colleagues.
- 11.2.3.2.5 The TFEC shall assess the faculty member’s ability to follow district policies and procedures.
- 11.2.3.2.6 The TFEC shall assess the faculty member’s participation in course, program, and institutional assessment.

11.2.3.3 Professional Activity and Goals Inventory

- 11.2.3.3.1 The tenured faculty member will complete Faculty Evaluation Form F-4B to record their goals and participation in professional activities, curriculum development, program and college initiatives, and any other activities relevant to their faculty assignment since the last evaluation.
- 11.2.3.3.2 The faculty member shall include on their F-4B a response to any recommendations by the previous TFEC and a report on any actions taken in response to these recommendations.

11.2.3.4 Evaluation of Performance in Primary Area of Assignment

- 11.2.3.4.1 Evaluation of performance shall consist of a minimum of one worksite observation.
- 11.2.3.4.2 The faculty member will receive at least one week’s written notice prior to the observation visit.
- 11.2.3.4.3 The faculty member shall provide all TFEC members access to all active Canvas course shells during the

evaluation period. TFEC members will have access to Canvas course shells for two weeks.

11.2.3.5 Student Evaluation of Performance

- 11.2.3.5.1 Classroom student evaluations shall be administered electronically at the request of the TFEC Chair or their designee using Evaluation Kit via the district LMS, Canvas. Evaluations will include standardized instructions for students.

For student evaluations of a particular course to be included in the tenured faculty evaluation, the response rate for at least one question on the student evaluation must be at least 60%. In special circumstances (such as when it is highly unlikely that the 60% threshold will be met or the 60% was almost met) the PFEC chair or designee and the CRFO President can mutually agree to any of the following remedies: 1. Extend the availability window of the LMS-administered evaluation; 2. Accept the number of completed evaluations as satisfactory; 3. Administer the Form 3A survey during a face-to-face meeting.

In cases where the instructor being evaluated is teaching multiple sections during the same class period, these aggregated sections will be considered as one section for the purpose of determining the student evaluation response rate.

- 11.2.3.5.2 Student evaluations of classroom faculty shall be administered to all classes of the evaluatee using Schedule F-3, which will be entered into Evaluation Kit.

- 11.2.3.5.3 For non-teaching faculty, a minimum of 30 student evaluations shall be administered either electronically or on paper. Student evaluations administered on paper shall be maintained in a sealed envelope and shall be submitted to the appropriate office for tally.

In special circumstances (such as when it is highly unlikely that 30 student evaluations can be collected or there are nearly 30 student evaluations collected) the TFEC Chair or designee and the CRFO President can mutually agree to any of the following remedies: 1. Extend the window during which student evaluations can be collected; 2. Accept the number of completed evaluations as satisfactory.

11.2.4 Evaluation Criteria: criteria upon which tenured faculty members will be evaluated are as follows:

11.2.4.1 Student Engagement

- Willingness, availability, and ability to assist students in achieving their educational goals
- Responsiveness to the educational needs of students by exhibiting awareness of and sensitivity to the following:
 - Diversity of cultural backgrounds, gender, age, and lifestyles
 - Variety of learning styles
 - Student goals and aspirations
 - The special needs of students with physical or other disabilities
 - The importance of effective methods for resolving problems between the faculty member and students
 - The role and value of student support services
 - Concern for student welfare

11.2.4.2 Classroom Assignment

- Knowledge of subject matter
- Awareness of current developments and research in the discipline
- Demonstration of effective oral and written communication with students, including the ability to respond effectively to student questions and comments
- Effective use of teaching methods appropriate to the subject matter and course objectives
- Demonstrated ability to effectively and consistently organize and prepare courses and class meetings in accordance with the course outline of record
- Demonstrated ability to evaluate student work fairly and effectively
- Ability to create and maintain a classroom atmosphere of mutual respect and regard

11.2.4.3 Non-Classroom Assignment (Librarians, Counselors, Learning Disabilities Specialists, and Special Assignments)

- Ability to effectively resolve problems between the faculty member and students
- Ability to make referrals to appropriate student support services
- Knowledge and appropriate utilization of community resources
- Knowledge of area of expertise

- Awareness of current developments and research in the field
- Demonstration of effective oral and written communication with students, including the ability to respond effectively to student questions and comments
- Effective use of methods appropriate to area of assignment
- Demonstrated ability to effectively and consistently organize and prepare for day-to-day work and ongoing initiatives
- Ability to create and maintain a workplace of mutual respect and regard

11.2.4.4 Professional Responsibilities Evaluation

- Active, effective, and collegial participation in institutional governance.
- Ability to work consistently in a constructive, professional manner that fosters collegiality among faculty, staff, managers, administrators, and students.
- Demonstrated commitment to and enthusiasm for the profession, the college, and student success.
- Demonstrated ability to accurately collect and report final grades, census rosters, and other documentation in a timely manner.
- Demonstrated adherence to District policies and procedures.
- Participation in course, program, and institutional assessment.
- Participation in department and division meetings.
- Demonstrated ability to work collegially and collaboratively to meet accreditation standards.
- Demonstrated commitment to professional development.
- Consistent, effective participation in required college service activities.
- When under contract, usually responds to email inquiries from District administrators sent to an official CR email address in a timely manner (i.e., within 3 work days).

11.2.5 Tenured Faculty Evaluation Committee (TFEC)

- 11.2.5.1 A TFEC evaluates all aspects of a tenured faculty member's job performance.
- 11.2.5.2 The TFEC will consist of 1-3 people. The CIO or designee normally functions as chair of the TFEC. The CIO's designee may be either an administrator or a tenured faculty member. The CIO/designee and the evaluatee may each request one additional peer faculty evaluator to serve on the TFEC. For the purpose of evaluation, "peer" is defined as a tenured faculty member currently employed by the District. The TFEC must consist of at least one tenured faculty member.

If there is a conflict in the choice of an optional peer evaluator, the faculty member or CIO or designee whose choice is objected to will submit two additional names from which the other party will select one.

11.2.6 Consideration of Input from Outside of the Formal Evaluation Process

- 11.2.6.1 The TFEC will consider only complaints and commendations that have been thoroughly documented and substantiated. Any complaint will be contextualized by the complainant in an email or signed letter. No anonymous complaints will be considered by the TFEC.
- 11.2.6.2 All written complaints will be investigated and substantiated by the entire TFEC or, if the TFEC members agree, by the TFEC chair. Unsubstantiated, unwarranted, and inappropriate complaints and concerns will be disregarded. The committee chair is responsible for printing and distributing all documents relevant to complaints.
- 11.2.6.3 The evaluatee has the right to be informed of and to respond to any and all input which the committee is weighing as part of the evaluation process.
- 11.2.6.4 Complaints and all other evaluation materials will be kept confidential among the TFEC except as required by law. All documentation associated with any substantiated complaint will be included with the evaluation materials in the faculty member's personnel file.

11.3 ASSOCIATE FACULTY EVALUATION PROCESS:

The purpose of the associate faculty evaluation process is to ensure that College of the Redwoods provides students with the most knowledgeable, talented, creative, professional, and student-oriented faculty available. The process should promote professionalism and enhance academic growth by providing a useful, comprehensive assessment of all areas of performance.

Contents of 11.3:

- 11.3.1 Documentation of Process
- 11.3.2 Evaluation Process Timeline
- 11.3.3 Evaluation Components
- 11.3.4 Evaluation Criteria
- 11.3.5 Associate Faculty Evaluation Committee (AFEC)
- 11.3.6 Associate Faculty Evaluation Cycle
- 11.3.7 Consideration of input from outside the formal evaluation process

11.3.1 Documentation of Process.

11.3.1.1 To properly document the evaluation process, the following standardized District forms should be used:

- 11.3.1.1.1 Faculty Evaluation Form 1 (F-1): Confidentiality Agreement
- 11.3.1.1.2 Faculty Evaluation Form 2B (F-2B): Tenured, Associate, and Non Tenure-Track Full Time Temporary Faculty Evaluation form, and if necessary 2DE (F-2DE)
- 11.3.1.1.3 Faculty Evaluation Form 3A, B, C or D: Student Evaluation of Evaluatee Effectiveness
- 11.3.1.1.4 (Optional) Faculty Evaluation Form 4C (F-4C): Associate Faculty Teaching & Self-Evaluation Inventory
- 11.3.1.1.5 Faculty Evaluation Form 5B (F-5B): Evaluation Conference Report for Tenured, Associate, and Non Tenure-Track Full Time Temporary Faculty form

11.3.2 Associate Faculty Evaluation Process Timeline.

A new associate faculty member will be evaluated in his or her first semester of employment as an associate faculty member with the District (excluding summer and winter intersessions) by the 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.

For short-term courses, courses that begin after the first week of the semester, and courses that end before the final week of the semester, the AFEC chair will modify the student-evaluation timeline so that student evaluations and worksite observations occur after the course is 50% complete. Any other deviations from the timeline requires mutual agreement of the District and the CRFO.

11.3.2.1 Weeks 1-4

- 11.3.2.1.1 The CIO or designee notifies evaluatee that they are due for evaluation, indicates their full-time faculty member selection for the AFEC (if any), and requests the evaluatee to indicate an additional full-time faculty selection for the AFEC (if any).
- 11.3.2.1.2 The evaluatee submits to the AFEC chair the name of a full-time faculty member selected for the AFEC (if any).

The process by which an evaluatee removes a committee member (as described in 11.3.5.2) must occur within this week 1-4 period.

11.3.2.2 Weeks 4 – 7

11.3.2.2.1 The AFEC chair convenes a meeting of the AFEC and the evaluatee to review the process timelines, review evaluation instruments and criteria, and schedule worksite or classroom observations. In lieu of a face-to-face meeting, the AFEC can accomplish the tasks of this meeting via teleconference or email if the associate faculty member being evaluated agrees. All AFEC members sign a copy of the Faculty Evaluation Form 1 (Confidentiality Agreement).

11.3.2.2.2 If desired, the evaluatee completes F-4C (Optional Associate Faculty Teaching and Self Evaluation Inventory) and submits document to the AFEC chair.

11.3.2.2.3 The evaluatee submits to the AFEC chair any requested classroom records or materials and professional activities documentation.

11.3.2.3 Weeks 7 – 12

11.3.2.3.1 AFEC members perform classroom/worksites observations. Professional responsibilities evaluation begins.

11.3.2.3.2 Student evaluations are conducted and reports statistics and student comments are sent to the TFEC chair who then distributes these to all members of the TFEC and evaluatee. The TFEC may consider the report statistics and student comments as part of their evaluations.

11.3.2.3.3 AFEC member(s) perform classroom/site observation (s), review evaluatee's optional self-evaluation form (F-4C), review other documents related to evaluatee's job performance, and complete Faculty Evaluation Form 2B (F-2B), and if needed F-2DE (for online assignments) . AFEC member(s) will forward F-2 forms to the AFEC chair.

11.3.2.3.4 Any member of the AFEC may request additional supporting documentation from the evaluatee following a worksite observation.

11.3.2.4 Weeks 12 – 14

The AFEC chair shall distribute the peer evaluation forms (F-2A and F2DE, if necessary) to the AFEC members prior to the meetings listed below.

- 11.3.2.4.1 The AFEC meets without the associate faculty member being evaluated to evaluate the associate faculty member's performance in all areas. The associate faculty member being evaluated or the AFEC may request additional input; this additional input shall be limited to another peer classroom visitation, further discussion with the tenured faculty member being evaluated, and/or the request for additional records/documents.
- 11.3.2.4.2 The AFEC will meet without the associate faculty member to decide if the associate faculty member has met the evaluation criteria and, if appropriate, to recommend a specific course of action to help the associate faculty member improve their performance.
- 11.3.2.4.3 The AFEC chair shall distribute the peer evaluation forms (F-2A and F2DE, if necessary) to the evaluatee at least 3 working days prior to the meeting described in this section. The AFEC will meet with the associate faculty member to communicate its findings and recommendations, if any.
- 11.3.2.4.4 The evaluatee may submit to the AFEC chair within 10 workdays of the AFEC meeting with the evaluatee, a written response to the AFEC's findings and recommendations.

11.3.2.5 Weeks 14 – 16

- 11.3.2.5.1 The AFEC will use F-5B to record its findings, its performance enhancement recommendations (if any), and its reemployment recommendation. The AFEC chair will submit the following to the evaluatee's immediate supervisor: completed evaluation conference report (F-5B), student evaluation summaries (F-3A forms), peer evaluation forms (F-2B forms), and candidate's optional Professional Activity Inventory (F-4C) and any written response to the evaluation by the evaluatee.

- 11.3.2.5.2 Upon receipt of an unsatisfactory evaluation and decision to not rehire, associate faculty shall, upon request, be provided written notification of the reason for non-rehire from the appropriate Chief Instructional Officer or designee.
- 11.3.2.5.3 The evaluatee may submit to the Chief Instructional Officer a written response.
- 11.3.2.5.4 All documents related to the evaluation will be stored in the associate faculty member's personnel file housed in the Office of Human Resources.
- 11.3.2.5.5 The evaluation process timeline for associate faculty whose teaching assignment begins or ends on dates other than the first and last week of semester will be mutually agreed to by the associate faculty member and the AFEC.

11.3.3 Evaluation Components. Associate faculty evaluation shall be comprised of the following components:

11.3.3.1 Records Evaluation

- 11.3.3.1.1 The AFEC shall assess the teaching faculty's classroom records such as syllabi, handouts, tests, and/or assignments and grading rubrics. The AFEC shall also assess the timeliness of the submission of census rosters and final grade reports. This assessment shall be within the bounds of professional ethics and academic freedom.
- 11.3.3.1.2 The AFEC shall assess the counselor/librarian/learning disabilities specialist faculty's maintenance of appropriate documentation. This assessment shall be within the bounds of professional ethics and academic freedom.

11.3.3.2 Professional Responsibilities Evaluation

- 11.3.3.2.1 The AFEC shall assess the evaluatee's demonstrated ability to work collegially and collaboratively with faculty, staff, managerial, and administrative colleagues.
- 11.3.3.2.2 The AFEC shall assess the evaluatee's ability to follow district policies and procedures.

11.3.3.2.3 The AFEC shall assess the evaluatee’s use course, program and institutional learning outcome assessment results to inform improvements in student learning.

11.3.3.3 Faculty Evaluation Form 4C (F-4C): Optional Associate Faculty Teaching and Self Evaluation Inventory

11.3.3.3.1 It is not required that associate faculty complete a professional activity inventory during the semester of evaluation. However, if they choose to, associate faculty can complete the optional inventory in F-4C to record their participation in professional activities, curriculum development, program and college initiatives, and any other activities that are relevant to their faculty assignment since the last evaluation.

11.3.3.3.2 If the associate faculty member completes F-4C, s/he may choose to include a response to any recommendations by the previous AFEC and a report on any actions taken in response to these recommendations.

11.3.3.4 Evaluation of Performance in Primary Area of Assignment

11.3.3.4.1 Evaluation of performance shall consist of a minimum of one worksite observation.

11.3.3.4.2 The associate faculty member will receive at least one week’s written notice prior to the observation visit.

11.3.3.4.3 The associate faculty member shall provide AFEC members access to all active Canvas course shells during the evaluation period. AFEC members will have access to Canvas course shells for two weeks.

11.3.3.5 Student Evaluation of Performance

11.3.3.5.1 Classroom student evaluations shall be administered electronically at the request of the AFEC Chair or their designee using Evaluation Kit via the district LMS, Canvas. Evaluations will include standardized instructions for students.

For student evaluations of a particular course to be included in the associate faculty evaluation, the response rate for at least one question on the student evaluation must be at least 60%. In special circumstances (such as when it is highly

unlikely that the 60% threshold will be met or the 60% was almost met) the evaluate PFEC chair or designee and the CRFO President can mutually agree to any of the following remedies: 1. Extend the availability window of the LMS-administered evaluation; 2. Accept the number of completed evaluations as satisfactory; 3. Administer the Form 3A survey during a face-to-face meeting.

In cases where the instructor being evaluated is teaching multiple sections during the same class period, these aggregated sections will be considered as one section for the purpose of determining the student evaluation response rate.

11.3.3.5.2 Student evaluations of classroom faculty shall be administered to all classes of the evaluatee using Schedule F-3, which will be entered into Evaluation Kit.

11.3.3.5.3 For non-teaching faculty, a minimum of 30 student evaluations shall be administered either electronically or on paper. Student evaluations administered on paper shall be maintained in a sealed envelope and shall be submitted to the appropriate office for tally. In special circumstances (such as when it is highly unlikely that 30 student evaluations can be collected or there are nearly 30 student evaluations collected) the AFEC Chair or designee and the CRFO President can mutually agree to any of the following remedies: 1. Extend the window during which student evaluations can be collected; 2. Accept the number of completed evaluations as satisfactory.

11.3.4 Evaluation Criteria: criteria upon which associate faculty members will be evaluated are as follows:

11.3.4.1 Student Engagement

- Willingness, availability, and ability to assist students in achieving their educational goals
- Responsiveness to the educational needs of students by exhibiting awareness of and sensitivity to the following:
 - Diversity of cultural backgrounds, gender, age, and lifestyles
 - Variety of learning styles
 - Student goals and aspirations

- The special needs of students with physical or other disabilities
- The importance of effective methods for resolving problems between the faculty member and students
- The role and value of student support services
- Concern for student welfare

11.3.4.2 Classroom Assignment

- Knowledge of subject matter
- Awareness of current developments and research in the discipline
- Demonstration of effective oral and written communication with students, including the ability to respond effectively to student questions and comments
- Effective use of teaching methods appropriate to the subject matter and course objectives
- Demonstrated ability to effectively and consistently organize and prepare courses and class meetings in accordance with the course outline of record
- Demonstrated ability to evaluate student work fairly and effectively
- Ability to create and maintain a classroom atmosphere of mutual respect and regard

11.3.4.3 Non-Classroom Assignment (Librarians, Counselors, Learning Disabilities Specialists, and Special Assignments)

- Ability to effectively resolve problems between the faculty member and students
- Ability to make referrals to appropriate student support services
- Knowledge and appropriate utilization of community resources
- Knowledge of area of expertise
- Awareness of current developments and research in the field
- Demonstration of effective oral and written communication with students, including the ability to respond effectively to student questions and comments
- Effective use of methods appropriate to area of assignment
- Demonstrated ability to effectively and consistently organize and prepare for day-to-day work and ongoing initiatives
- Ability to create and maintain a workplace of mutual respect and regard

11.3.4.4 Professional Responsibilities Evaluation

- Ability to work consistently in a constructive, professional manner that fosters collegiality among faculty, staff, managers, administrators, and students
- Demonstrated commitment to and enthusiasm for the profession, the college, and student success
- Demonstrated ability to accurately collect and report final grades, census rosters, and other documentation in a timely manner
- Demonstrated adherence to District policies and procedures
- Use course, program and institutional learning outcome assessment results to inform improvements in student learning.
- Demonstrated ability to work collegially and collaboratively within accreditation standards
- Use of district-provided email
- When under contract, usually responds to email inquiries from District administrators sent to an official CR email address in a timely manner (i.e., within 3 work days).

11.3.5 Associate Faculty Evaluation Committee (AFEC)

11.3.5.1 An AFEC evaluates all aspects of an associate faculty member’s job performance.

11.3.5.2 The AFEC will consist of 1-3 people. The CIO or designee normally functions as chair of the AFEC. The CIO’s designee may be either an administrator or a tenured faculty member. The CIO/designee and the evaluatee may each request one additional peer faculty evaluator to serve on the AFEC. For the purpose of evaluation, “peer” is defined as a Tenured or Probationary Tenure-Track faculty member currently employed by the District. The AFEC must consist of at least one faculty member.

If there is a conflict in the choice of the optional full-time evaluator, the associate faculty member or CIO/designee whose choice is objected to will submit two additional names from which the other party will select one.

11.3.6 Associate Faculty Evaluation Cycle:

A new associate faculty member will be evaluated in his or her first semester of employment as an associate faculty member with the District (excluding summer and winter intersessions) by the 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 all aspects of the associate faculty member's job performance. The AFEC will submit its report and

reemployment recommendation to the CIO or designee. Recommendations are limited to the following:

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

These recommendations shall be based on peer evaluations (F-2B), student evaluations (F-3A), direct supervisory administrator's evaluations (F-2B), an optional self-evaluation (F-4C), and past evaluations (F-5B), supplemental distance education teaching evaluation form (F-2DE) is to be completed and attached to Schedule AF-2 if the faculty teaching load includes distance education. All associate faculty evaluation documents shall be filed with the Human Resources Office and placed in the associate faculty member's personnel file.

11.3.6.1 Associate Faculty Off-Cycle, Special Evaluation

- 11.3.6.1.1 The CIO, deans, and directors may request a special evaluation of an associate faculty member based on credible, documented complaints that an instructor is not teaching the approved course curriculum.
- 11.3.6.1.2 All requests for off-cycle, special evaluations must be approved by the CIO.
- 11.3.6.1.3 If a request for off-cycle, special evaluation is approved by the CIO, the District must provide in writing to the associate faculty member subject to off-cycle, special evaluation and to the CRFO the reason(s) why it is requiring an off-cycle, special evaluation for the associate faculty member.
- 11.3.6.1.4 All off-cycle, special evaluations are separate from faculty investigations and disciplinary processes.
- 11.3.6.1.5 No off-cycle, special evaluation may be initiated based on unsubstantiated allegations that have not been investigated.
- 11.3.6.1.6 Off-cycle, special evaluations are not to be requested in issues involving academic freedom.

- 11.3.6.1.7 An associate faculty member who alleges a violation of the off-cycle, special evaluation process or in their off-cycle, special evaluation may use the grievance procedures under Article IX of this Agreement.
- 11.3.6.1.8 The timeline, process, and AFEC composition for any off-cycle, special evaluation shall follow the same guidelines and processes outlined in this section for associate faculty evaluation.

11.3.7 Consideration of Input from Outside of the Formal Evaluation Process

- 11.3.7.1 The AFEC will consider only complaints and commendations that have been thoroughly documented and substantiated through written and signed instruments.
- 11.3.7.2 All written complaints will be investigated and substantiated by the entire AFEC or, if the AFEC members agree, by the AFEC chair. Unsubstantiated, unwarranted, and inappropriate complaints and concerns will be disregarded.
- 11.3.7.3 The associate faculty member being evaluated has the right to be informed of and to respond to any and all input which the committee is weighing as part of the evaluation process.
- 11.3.7.4 Complaints and all other evaluation materials will be kept confidential among the AFEC except as required by law. All documentation associated with any substantiated complaint will be included with the evaluation materials in the faculty member's personnel file.

11.4 NON-TENURE TRACK FULL-TIME TEMPORARY FACULTY EVALUATION PROCESS:

The purpose of the non-tenure track full-time temporary faculty evaluation process is to ensure that College of the Redwoods provides students with the most knowledgeable, talented, creative, professional, and student-oriented faculty available. The process should promote professionalism and enhance academic growth by providing a useful, comprehensive assessment of all areas of performance.

Contents of 11.4:

- 11.4.1 Documentation of Process
- 11.4.2 Evaluation Process Timeline
- 11.4.3 Evaluation Components
- 11.4.4 Evaluation Criteria
- 11.4.5 Non-tenure Track Full-time Temporary Faculty Evaluation Committee
- 11.4.6 Evaluation Cycle and Recommendations

11.4.7 Consideration of input from outside the formal evaluation process

11.4.1 Documentation of Process.

To properly document the evaluation process, the following standardized District forms should be used:

- 11.4.1.1 Faculty Evaluation Form 1 (F-1): Confidentiality Agreement
- 11.4.1.2 Faculty Evaluation Form 2B (F-2B): Tenured, Associate, and Non Tenure-Track Full Time Temporary Faculty Evaluation form
- 11.4.1.3 Faculty Evaluation Form 3A, B, C or D: Student Evaluation of Evaluatee Effectiveness
- 11.4.1.4 Faculty Evaluation Form 4B (F-4B): Professional Activities Inventory
- 11.4.1.5 Faculty Evaluation Form 5B (F-5B): Evaluation Conference Report for Tenured, Associate, and Non Tenure-Track Full Time Temporary Faculty form

11.4.2 Non-Tenure Track Full-Time Temporary Faculty Evaluation Process Timeline.

A new non-tenure track full-time temporary faculty member will be evaluated in his or her first semester of employment as a non-tenure track full-time temporary faculty member with the District (excluding summer and winter intersessions) by the NFEC. Thereafter, the non-tenure track full-time temporary 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 NFEC.

For short-term courses, courses that begin after the first week of the semester, and courses that end before the final week of the semester, the NFEC chair will modify the student-evaluation timeline so that student evaluations and worksite observations occur after the course is 50% complete. Any other deviations from the timeline requires mutual agreement of the District and the CRFO.

11.4.2.1 Weeks 1-4

- 11.4.2.1.1 The CIO or designee notifies evaluatee that they are due for evaluation, indicates their full-time faculty member selection for the NFEC (if any), and requests the evaluatee indicate an additional full-time faculty selection for the NFEC (if any).

11.4.2.1.2 The evaluatee submits to the NFEC chair the name of a full-time, tenured faculty member selected for the NFEC (if any). The process by which an evaluatee removes a committee member (as described in 11.4.5.2) must occur within this week 1-4 period.

11.4.2.2 Weeks 4 – 7

11.4.2.2.1 The NFEC chair convenes a meeting of the NFEC and the evaluatee to review the process timelines, review evaluation instruments and criteria, and schedule worksite or classroom observations. In lieu of a face-to-face meeting, the NFEC can accomplish the tasks of this meeting via teleconference or email if the evaluatee agrees. All NFEC members sign a copy of the Faculty Evaluation Form 1 (Confidentiality Agreement).

11.4.2.2.2 The evaluatee’s Professional Activity Inventory (F-4B) is completed and submitted to the NFEC chair.

11.4.2.3 Weeks 7 – 12

11.4.2.3.1 NFEC members perform classroom/site observations. Professional responsibilities evaluation begins.

11.4.2.3.2 Student evaluations are conducted and reports statistics and student comments are sent to the NFEC chair who then distributes these to all members of the NFEC and evaluatee. The NFEC may consider the report statistics and student comments as part of their evaluations.

11.4.2.3.3 NFEC member(s) perform classroom/site observation (s), review evaluatee’s self-evaluation form (F-4B), review other documents related to evaluatee’s job performance, and complete Faculty Evaluation Form 2B (F-2B), and if needed F-2DE (for online assignments) . NFEC member(s) will forward F-2 forms to the NFEC chair.

11.4.2.3.4 Any member of the NFEC may request supporting documentation from the evaluatee in order to prepare for their worksite observation.

11.4.2.4 Weeks 12 – 14

The NFEC chair shall distribute the peer evaluation forms (F-2A and F2DE, if necessary) to the PFEC members prior to the meetings listed below.

- 11.4.2.4.1 The NFEC meets without the evaluatee to evaluate the evaluatee’s performance in all areas. The evaluatee or the NFEC may request additional input; this additional input shall be limited to another peer classroom visitation, further discussion with the evaluatee, and/or the request for additional records/documents.
- 11.4.2.4.2 The NFEC will meet without the evaluatee to decide if the evaluatee has met the evaluation criteria and, if appropriate, to recommend a specific course of action to help the evaluatee improve their performance. The NFEC will create a draft evaluation summary and recommendation using F-5B.
- 11.4.2.4.3 The NFEC chair shall distribute the peer evaluation forms (F-2A and F2DE, if necessary) to the evaluatee at least 3 working days prior to the meeting described in this section. The NFEC will meet with the evaluatee to share its findings and recommendations, if any.
- 11.4.2.4.4 The evaluatee may submit to the NFEC chair within 10 work days of the NFEC meeting with the evaluatee, a written response to the NFEC’s findings and recommendations.

11.4.2.5 Weeks 14 – 16

- 11.4.2.5.1 The NFEC will use Form F-5B to record its findings, its recommendations (if any), and its reemployment recommendation. The NFEC chair will submit the following to the evaluatee’s immediate supervisor: completed evaluation conference report (F-5B), student evaluation summaries (F-3A forms), peer evaluation forms (F-2B and F2DE forms), the evaluatee’s professional activities inventory (F-4B), and any written response to the evaluation by the evaluatee. The immediate supervisor then submits the forms to the CIO.
- 11.4.2.5.2 All documents related to the evaluation will be stored in the temporary, full-time, non-tenure track faculty member’s personnel file housed in the Office of Human Resources.

11.4.3 Evaluation Components. Non-tenure track full-time temporary faculty evaluation shall be comprised of the following components:

11.4.3.1 Records Evaluation

- 11.4.3.1.1 The NFEC shall assess the teaching faculty's classroom records such as syllabi, handouts, tests, and/or assignments and grading rubrics. The NFEC shall also assess the timeliness of the submission of census rosters and final grade reports. This assessment shall be within the bounds of professional ethics and academic freedom.
- 11.4.3.1.2 The NFEC shall assess the counselor/librarian/learning disabilities specialist faculty's maintenance of appropriate documentation. This assessment shall be within the bounds of professional ethics and academic freedom.

11.4.3.2 Professional Responsibilities Evaluation

- 11.4.3.2.1 The NFEC shall assess the evaluatee's professional activities such as conference/workshop attendance, staff development participation, professional association memberships, scholarly publications, research, and relevant community activity.
- 11.4.3.2.2 The NFEC shall assess the evaluatee's participation in institutional governance.
- 11.4.3.2.3 The NFEC shall assess the evaluatee's participation in department and division meetings.
- 11.4.3.2.4 The NFEC shall assess the evaluatee's demonstrated ability to work collegially and collaboratively with faculty, staff, managerial, and administrative colleagues.
- 11.4.3.2.5 The NFEC shall assess the evaluatee's ability to follow district policies and procedures.
- 11.4.3.2.6 The NFEC shall assess the evaluatee's participation in course, program, and institutional assessment.

11.4.4 Professional Activity and Goals Inventory

- 11.4.4.1 The evaluatee will complete F-4B to record their goals and participation in professional activities, curriculum development, program and college initiatives, and any other activities that relevant to their faculty assignment since the last evaluation.

11.4.4.2 The temporary, full-time, non-tenure track faculty member shall include on their F-4B a response to any recommendations by the previous NFEC and a report on any actions taken in response to these recommendations.

11.4.4.3 Evaluation of Performance in Primary Area of Assignment

11.4.4.3.1 Evaluation of performance shall consist of a minimum of one worksite observation.

11.4.4.3.2 The evaluatee will receive at least one week's written notice prior to the observation visit.

11.4.4.3.3 The evaluatee shall provide all NFEC members access to all active Canvas course shells during the evaluation period. NFEC members will have access to Canvas course shells for two weeks.

11.4.4.4 Student Evaluation of Performance

11.4.4.4.1 Classroom student evaluations shall be administered electronically at the request of the NFEC Chair or their designee using Evaluation Kit via the district LMS, Canvas. Evaluations will include standardized instructions for students.

For student evaluations of a particular course to be included in the non-tenure-track faculty evaluation, the response rate for at least one question on the student evaluation must be at least 60%. In special circumstances (such as when it is highly unlikely that the 60% threshold will be met or the 60% was almost met) the ~~evaluatee~~ PFEC chair or designee and the CRFO President can mutually agree to any of the following remedies: 1. Extend the availability window of the LMS-administered evaluation; 2. Accept the number of completed evaluations as satisfactory; 3. Administer the Form 3A survey during a face-to-face meeting.

In cases where the instructor being evaluated is teaching multiple sections during the same class period, these aggregated sections will be considered as one section for the purpose of determining the student evaluation response rate.

- 11.4.4.4.2 Student evaluations of classroom faculty shall be administered to all classes of the evaluatee using F-3, which will be entered into Evaluation Kit.
- 11.4.4.4.3 For non-teaching faculty, a minimum of 30 student evaluations shall be administered either electronically or on paper. Student evaluations administered on paper shall be maintained in a sealed envelope and shall be submitted to the appropriate office for tally.

In special circumstances (such as when it is highly unlikely that 30 student evaluations can be collected or there are nearly 30 student evaluations collected) the NFEC Chair or designee and the CRFO President can mutually agree to any of the following remedies: 1. Extend the window during which student evaluations can be collected; 2. Accept the number of completed evaluations as satisfactory.

11.4.5 Evaluation Criteria: criteria upon which non-tenure track full-time temporary members will be evaluated are as follows:

11.4.5.1 Student Engagement

- Willingness, availability, and ability to assist students in achieving their educational goals
- Responsiveness to the educational needs of students by exhibiting awareness of and sensitivity to the following:
 - Diversity of cultural backgrounds, gender, age, and lifestyles
 - Variety of learning styles
 - Student goals and aspirations
 - The special needs of students with physical or other disabilities
 - The importance of effective methods for resolving problems between the faculty member and students
 - The role and value of student support services
 - Concern for student welfare

11.4.5.2 Classroom Assignment

- Knowledge of subject matter
- Awareness of current developments and research in the discipline
- Demonstration of effective oral and written communication with students, including the ability to respond effectively to student questions and comments

- Effective use of teaching methods appropriate to the subject matter and course objectives
- Demonstrated ability to effectively and consistently organize and prepare courses and class meetings in accordance with the course outline of record
- Demonstrated ability to evaluate student work fairly and effectively
- Ability to create and maintain a classroom atmosphere of mutual respect and regard

1.4.5.3 Non-Classroom Assignment (Librarians, Counselors, Learning Disabilities Specialists, and Special Assignments)

- Ability to effectively resolve problems between the faculty member and students
- Ability to make referrals to appropriate student support services
- Knowledge and appropriate utilization of community resources
- Knowledge of area of expertise
- Awareness of current developments and research in the field
- Demonstration of effective oral and written communication with students, including the ability to respond effectively to student questions and comments
- Effective use of methods appropriate to area of assignment
- Demonstrated ability to effectively and consistently organize and prepare for day-to-day work and ongoing initiatives
- Ability to create and maintain a workplace of mutual respect and regard

11.4.5.4 Professional Responsibilities Evaluation

- Active, effective, and collegial participation in institutional governance.
- Ability to work consistently in a constructive, professional manner that fosters collegiality among faculty, staff, managers, administrators, and students.
- Demonstrated commitment to and enthusiasm for the profession, the college, and student success.
- Demonstrated ability to accurately collect and report final grades, census rosters, and other documentation in a timely manner.
- Demonstrated adherence to District policies and procedures.
- Participation in course, program, and institutional assessment.
- Participation in department and division meetings.
- Demonstrated ability to work collegially and collaboratively to meet accreditation standards.
- Demonstrated commitment to professional development.

- Consistent, effective participation in required college service activities.
- When under contract, usually responds to email inquiries from District administrators sent to an official CR email address in a timely manner (i.e. within 3 work days).

11.4.6 Non-Tenure Track Full-Time Temporary Evaluation Committee (NFEC)

11.4.6.1 An NFEC evaluates all aspects of a non-tenure track full-time temporary faculty member’s job performance.

11.4.6.2 The NFEC will consist of 1-3 people. The CIO or designee normally functions as chair of the NFEC. The CIO’s designee may be either an administrator or a tenured faculty member. The CIO/designee and the evaluatee may each request one additional peer faculty evaluator to serve on the NFEC. For the purpose of evaluation, “peer” is defined as a tenured faculty member currently employed by the District. The NFEC must consist of at least one tenured faculty member.

If there is a conflict in the choice of the optional full-time evaluator, the evaluatee or CIO/designee whose choice is objected to will submit two additional names from which the other party will select one.

11.4.7 Evaluation Cycle and Recommendations:

A new non-tenure track full-time temporary faculty member will be evaluated in his or her first semester of employment as a non-tenure track full-time temporary faculty member with the District (excluding summer and winter intersessions) by the NFEC. Thereafter, the non-tenure track full-time temporary 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 NFEC. The NFEC assesses all aspects of the non-tenure track full-time temporary faculty member's job performance. The NFEC will submit its report and reemployment recommendation to the CIO or designee. Recommendations are limited to the following:

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

These recommendations shall be based on peer evaluations (AF-2), student evaluations (F-3), CIO or designee’s evaluations (AF-2), self-evaluations (AF-4), and past evaluations (AF-5), supplemental distance education teaching evaluation form (F-2DE) is

to be completed and attached to Schedule AF-2 if the faculty teaching load includes distance education. All temporary, full-time, non-tenure track faculty evaluation documents shall be filed with the Human Resources Office and placed in the temporary, full-time, non-tenure track faculty member's personnel file.

11.4.8 Consideration of Input from Outside of the Formal Evaluation Process

- 11.4.8.1 The NFEC will consider only complaints and commendations that have been thoroughly documented and substantiated through written and signed instruments.
- 11.4.8.2 All written complaints will be investigated and substantiated by the entire NFEC or, if the TFEC members agree, by the NFEC chair. Unsubstantiated, unwarranted, and inappropriate complaints and concerns will be disregarded.
- 11.4.8.3 The temporary, full-time, non-tenure track faculty member being evaluated has the right to be informed of and to respond to any and all input which the committee is weighing as part of the evaluation process.
- 11.4.8.4 Complaints and all other evaluation materials will be kept confidential among the TFEC except as required by law. All documentation associated with any substantiated complaint will be included with the evaluation materials in the faculty member's personnel file.

ARTICLE XII – INSTRUCTION ACTIVITIES BY ADMINISTRATORS

12.1. The District and CRFO agree that the college and students are served best when administrators, directors, and managers are able to focus on the duties associated with their administrative assignments. However, there may be times when it is appropriate for administrators, directors, and managers to perform instructional activities not associated with their administrative assignments. In recognition of this, The District may assign an administrator, director, or manager instructional activities when one or more of the following conditions have been met:

12.1.1. The District/CRFO mutually agree that there are no existing qualified associate faculty available for the assignment, there are no qualified full-time faculty willing to take the course as overload, and assigning the administrator, director, or manager to the course is the only alternative to cancelling the course.

12.1.1.1. When an emergency arises and an administrator, director, or manager must be assigned instructional duties before The District/CRFO have had the opportunity to meet and mutually agree, The District may assign an administrator, director, or manager to instructional duties without first gaining agreement from CRFO. In such situations, The District and CRFO agree to waive 12.1.2.

12.1.2. The District/CRFO mutually agree that the benefits to the college of having the administrator, director, or manager teach the course outweigh the benefits to the college of not having the administrator, director, or manager teach the course. The relevant benefits to be compared are the value of classroom experience and direct contact with students versus the value of having the administrator, director, or manager focused on their non-instructional primary duties.

12.1.2.1. No individual administrator will be assigned instructional activities more than once during any three-year period, including summer, unless mutually agreed to by The District and CRFO.

12.2. Administrators, directors, and managers who are assigned instructional activities are not employed as associate faculty, are not represented by the CRFO, are not covered by any articles in The District/CRFO Collective Bargaining Agreement, are not paid according to any salary schedule in The District/CRFO Collective Bargaining Agreement, and are not evaluated according to any processes described in The District/CRFO Collective Bargaining Agreement.

12.3. Any administrator, director, or manager assigned instructional activities must be certified by the Faculty Qualifications Committee as meeting the minimum qualifications for the assignment as defined by the CCCO's *Minimum Qualifications for Faculty and Administrators in California Community Colleges*.

12.3.1. If The District seeks to assign an administrator, director, or manager instructional duties under the provisions of Article 12.1.1 or 12.1.2 and the Faculty Qualifications Committee is unable to meet before the assignment begins, the CIO may, after review of the administrator's, director's, or manager's official academic transcripts, grant a one-time emergency equivalence to minimum qualifications. The Faculty Qualifications Committee will review the administrator's, director's, or manager's transcripts at its next meeting.

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 grievable 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 lay off 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 after previous satisfactory District employment in the FSA for at least two semesters within the previous 10 semesters as part of their regular faculty load. Once a faculty member has attained an additional FSA, the faculty member retains that FSA for the length of uninterrupted employment with the District.

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 – FACULTY AND ASSOCIATE FACULTY SCHEDULING

Definitions:

- 15.1.1 Course Rotation Plan: 2-year course rotation plan by location and modality.
- 15.1.2 Schedule of Course Offerings: Yearly plan that includes location, modality, day and time.
- 15.1.3 Faculty Assignment: will be a 2-semester assignment of courses including instructor's name, location, modality, day and time.
 - 15.1.3.1 For faculty whose primary instructional location is PBSP/DN the District will determine the amount of load to be offered at PBSP and DN to meet enrollment needs at both PBSP and DN.
- 15.1.4 Associate Faculty Assignment: a one or two semester assignment offer that includes instructor's name, location, modality, day and time.
- 15.2 Usual timeline for course rotation plan review and development of the next year's (fall and spring semesters) schedule of course offerings:
 - 15.2.1 During the first 4 weeks of the fall semester deans and directors, in consultation with faculty, will review and revise their course rotation plan.

The administrator determines how the consultation will take place - typical options include via email, teleconference, face-to-face, or at a scheduled discipline meeting.
 - 15.2.2 Between weeks 4 and 8, after deans and directors and faculty have reviewed and revised the schedule of offering for the next academic year, deans and directors will submit to the scheduling specialist revised schedules of course offering for the next academic year.
 - 15.2.3 For disciplines that have unusually complex scheduling needs (for example, the high-level course scheduling coordination required among the math, nursing, bio, physics, and chemistry disciplines) the District may initiate a stipend through the SARTCO process to compensate faculty needed to assist in schedule development. This work will be compensated at the rate established by Article 3.6.6.
- 15.3 Full-time faculty assignment process:

15.3.1 Usually by the end of the third week of the spring semester, deans and directors will send a discipline schedule of course offerings to full-time faculty. Full-time faculty will have ten (10) business days to submit to their deans or directors their course assignment requests for the following academic year.

15.3.1.1 Full-time faculty will have right of first refusal to overload up to 18 TLUs for the academic year.

15.3.1.1.1 If there is a greater number of faculty interested in teaching overload than courses scheduled, the most senior faculty will be offered one course, and then the next senior faculty will be offered one course etc.

15.3.1.1.2 The District can provide an exception to the maximum TLU overload with approval of the CIO.

15.3.1.2 The dean or director will reconcile conflicts in assignment and load requests.

15.3.2 Usually by the end of the 6th week of the spring semester, the deans and directors will send Draft Faculty Assignments to full-time faculty. Draft Faculty Assignments will be sent to faculty on an instructional day or, if emailed on a non-instructional day, will be considered “sent” to faculty on the next occurring instructional day.

15.3.2.1 Full-time faculty will have five business days to respond to the draft Faculty Assignment and request to meet with the appropriate dean or director to discuss possible changes. The decision of the dean or director shall be final.

15.3.2.1.1 For the purpose of this article, “business day” means any day Monday through Friday excluding holidays and college closure days identified on the Academic Calendar.

15.3.2.1.2 The day Draft Faculty Assignments are emailed to faculty is not included in the five business-day response window.

For example, if a dean or director emails a faculty member a Draft Faculty Assignment on a Tuesday, the faculty member has until 5pm the following Tuesday to respond.

15.3.2.2 No further faculty response constitutes acceptance of the Faculty Assignment.

15.4 Associate Faculty

15.4.1 To be considered for course assignment, associate faculty must annually complete the online Associate Faculty Availability Form.

15.4.1.1 By the end of the second week of spring semester of every academic year, a link to the online Associate Faculty Availability Form will be sent via District email to all associate faculty members with instructions for its completion.

15.4.1.2 To ensure an associate faculty member's assignment preferences will be considered, the Associate Faculty Availability Form must be submitted by the associate faculty member by the end of the 5th week of spring semester. The District will send an email reminder to all associate faculty at the end of the 4th week of the spring semester.

15.4.1.3 In the event that an associate faculty member fails to submit the Associate Faculty Availability Form by the end of the 5th week of the spring semester, the deans, directors, and CIO will be at liberty to fill staffing vacancies using another instructor.

15.4.2 One Year Associate Faculty Assignment.

15.4.2.1 After the fulfillment of a teaching or non-teaching assignment for six semesters out of the last 10 semesters, an associate faculty member is eligible for a one-year Associate Faculty Assignment that is equal to or greater than the number of TLUs offered the previous spring and fall semesters not to exceed 67% of a full-time faculty load in the course of any academic year (per Education Code 87482.5). Availability of load is contingent on the District meeting its obligation to full-time faculty load, funding, availability of courses, and timely submission of online Associate Faculty Availability Form.

15.4.2.2 Faculty who resign or retire from RCCD and are subsequently hired as Associate Faculty will have the number of semesters taught as full time faculty count towards Associate Faculty prioritization status.

15.4.2.3 Load commitment is not specific to a day, time, modality or course. Associate faculty will not lose their eligibility if load is unavailable.

15.4.2.4 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. The annually updated

seniority list will be published to the District's Office of Human Resources webpage each year by January 15 of each year. TLU accumulation for the purpose of the Seniority list will be calculated beginning with the fall 2007 semester.

15.4.3 Associate Faculty Rehire Rights: When there is need for additional faculty service in a subject area beyond that provided by tenured or contract employees, preference shall be given according to the following priority order:

15.4.3.1 Priority One - Full-Time Faculty Overload (as per Article 15.3.1)

Assignments are made at Priority One to full-time faculty overload following the assignment of tenured and contract faculty regular load. Assignments are made as per Article 15.3.1 and are contingent on the availability of classes, service hours, funding, and enrollment.

15.4.3.2 Priority Two -Associate Faculty Who Have Completed Six out of Ten Semesters

15.4.3.2.1 Following the assignment of tenured and contract faculty regular load and the assignment of faculty at Priority One, assignments are made at Priority Two to associate faculty who have completed six (6) of the last ten (10) semesters. Assignments are contingent on the availability of classes, service hours, funding, and enrollment.

15.4.3.2.2 Tie-breaker criteria

When there is not sufficient load available for all priority two associate faculty in a discipline, the District shall make assignments based on total TLUs taught or equivalent in hourly employment in a non-teaching assignment placement for the District as indicated on seniority list. This seniority criteria may be waived only if an eligible associate faculty member is clearly best qualified for a particular assignment based on their discipline expertise and or demonstrated professional experience in the specific requirements of the assignment. In such cases, the associate faculty member(s) who did not receive the assignment shall, upon request, be provided a written explanation of the District's decision to waive the seniority criteria. Seniority waivers are applicable to for-credit courses only. Exceptions for non-

credit courses may be agreed to by the District and CRFO.

15.4.3.2.3 Maintenance of Priority Two Rehire Preference

An associate faculty member whose last evaluation was "unsatisfactory" or whose last two evaluations were "needs improvement" under Article 11.3 is no longer eligible for a Priority Two Rehire Preference until such a time that he or she receives a "satisfactory" evaluation.

15.4.3.3 Priority Three -Associate Faculty Who Have Completed Less Than Six out of Ten Semesters and other candidates without Rehire rights.

Following the assignment of tenured and contract faculty regular load and the assignment of regular and associate faculty at Priority One and Two, assignments are made at Priority Three to associate faculty who have completed less than six (6) out of ten (10) semesters, new associate faculty hires, and regular faculty overload beyond that provided by Priority One. Assignments are contingent on the availability of classes, service hours, funding, and enrollment.

15.4.4 Usually by the end of the 9th week of the spring semester, the deans and directors will send Associate Faculty Assignment offers to associate faculty.

15.4.4.1 Associate Faculty Assignment offers will be sent to faculty on an instructional day or, if emailed on a non-instructional day, will be considered "sent" to associate faculty on the next occurring instructional day.

15.4.5 Associate faculty will have five business days to respond to the Associate Faculty Assignment offer.

15.4.5.1 For the purpose of this article, "business day" means any day Monday through Friday excluding holidays and college closure days identified on the Academic Calendar.

15.4.5.2 The day Associate Faculty Assignment offers are emailed to associate faculty is not included in the five business-day response window.

For example, if a dean or director emails an associate faculty member an Associate Faculty Assignment offer on a Tuesday, the associate faculty member has until 5pm the following Tuesday to respond.

- 15.4.6 If an associate faculty member fails to respond to the dean or director within five business days, the dean, director, or CIO will be at liberty to fill staffing vacancies using another instructor.
- 15.4.7 If an associate faculty class assignment is cancelled, the cancellation will not give that associate faculty member a right to automatically "bump" a currently employed less senior associate faculty member from an already-assigned class.
- 15.4.7.1 If an associate faculty class assignment is cancelled, a reasonable effort will be made to provide a class for the associate faculty member depending upon the needs of the District. "Reasonable efforts" include actions such as considering the associate faculty member for late-start class assignment or a class assignment in a different discipline for which the faculty member possesses the required qualifications (e.g. General Studies, Guidance).
- 15.4.7.2 When an associate faculty member class assignment is cancelled, the associate faculty member's dean or director will email the associate faculty member notification that the class has been cancelled. The notification will include the reason for the cancellation and a brief description of the reasonable efforts undertaken to identify an alternative class assignment. The CRFO President will be included as a recipient of this email.
- 15.4.8 If an associate faculty assignment is cancelled less than two weeks (14 calendar days) prior to the first scheduled class meeting, the associate faculty member will be paid for one week of instruction. If a class meets more than once per week, part-time faculty should be paid for all classes that were scheduled for that week (Education Code 87482.8).

15.5 Summer Class Assignments

Summer class assignment offers will be included in the fall /spring associate faculty and faculty assignment processes and shall be assigned in the following order:

- 15.5.1 Full-time faculty will have the right to be initially assigned the greater of either (1) up to twelve (12) TLUs or two (2) two courses). The assignments shall be offered in order of seniority.
- 15.5.2 Priority 2 associate faculty will be offered in order of seniority the greater of 1) two remaining available classes OR 2) 12 available TLU. After the least senior Priority 2 associate faculty member is offered available classes, Priority 2 associate faculty will be offered in order of seniority one additional class. This process is repeated until Priority 2 associate faculty have either accepted as

many available classes as they want or until there are no more available classes. A Priority 2 associate faculty member whose last evaluation was "unsatisfactory" or whose last two evaluations were "needs improvement" is not eligible for summer class assignment.

15.5.3 Any remaining classes will be re-offered to full-time faculty.

15.5.4 Priority 3 associate faculty who have taught fewer than 6 semesters of the last 10 and whose last evaluation was satisfactory, will be offered any remaining available classes. A Priority 3 associate faculty member whose last evaluation was "unsatisfactory" or whose last two evaluations were "needs improvement" is not eligible for summer class assignment.

15.5.5 Any remaining classes not assigned will be offered to new associate faculty.

15.6 Assignment of Online Sections

Faculty and associate faculty who develop a course for online delivery will have "first right of refusal" to teach the course the second and third semester it is offered online.

15.7 Scheduling and Assignment of Adult Education Courses

Adult Education provides classes throughout the district in collaboration with various outside agencies such as the Humboldt County Correctional Facility, the California Conservation Corps, the Humboldt County Library, the Humboldt County Probation Department, and the Workforce Development Board.

15.8 Adult Education course schedules will be finalized by July 1 for the fall semester and by November 1 for the spring semester.

15.9 Within two weeks of course schedule finalization, deans and directors will email Associate Faculty Adult Education Assignment offers to associate faculty.

15.9.1 Associate Faculty Adult Education Assignment offers will be sent to faculty on an instructional day or, if emailed on a non-instructional day, will be considered "sent" to associate faculty on the next occurring instructional day.

15.10 Associate faculty will have five business days to respond to the Associate Faculty Adult Education Assignment offer.

15.10.1 For the purpose of this article, "business day" means any day Monday through Friday excluding holidays and college closure days identified on the Academic Calendar.

15.10.2 The day Associate Faculty Adult Education Assignment offers are emailed to associate faculty is not included in the five business-day response window.

For example, if a dean or director emails an associate faculty member an Associate Faculty Adult Education Assignment offer on a Tuesday, the associate faculty member has until 5pm the following Tuesday to respond.

15.10.3 If an associate faculty member fails to respond to the dean or director within five business days, the dean, director, or CIO will be at liberty to fill staffing vacancies using another instructor.

15.10.4 If an associate faculty adult education class assignment is cancelled, the cancellation will not give that associate faculty member a right to automatically "bump" a currently employed less senior associate faculty member from an already assigned class.

15.10.4.1 If an adult education class assignment is cancelled, a reasonable effort will be made to provide a class for the associate faculty member depending upon the needs of the District. "Reasonable efforts" include actions such as considering the associate faculty member for late-start class assignment or a class assignment in a different discipline for which the faculty member possesses the required qualifications (e.g., General Studies, Guidance).

15.10.4.2 When an associate faculty member adult education class assignment is cancelled, the associate faculty member's dean or director will email the associate faculty member notification that the class has been cancelled. The notification will include the reason for the cancellation and a brief description of the reasonable efforts undertaken to identify an alternative class assignment. The CRFO President will be included as a recipient of this email.

15.10.5 If an associate faculty adult education assignment is cancelled less than two weeks (14 calendar days) prior to the first scheduled class meeting, the associate faculty member will be paid a flat dollar amount equal to 1/16th of the contract. (Education Code 87482.8).

15.10.5.1 When an adult education course is "end-dated" (i.e., the course ceases to hold class meetings because of student attrition) associate faculty pay is prorated to account for the number of class meetings held.

15.10.5.2 Article 15.5.5 does not apply to end-dated adult education courses.

15.11 Scheduling and Assignment of Courses at Pelican Bay State Prison

Because the scheduling of classes at Pelican Bay State Prison (PBSP) requires coordination with PBSP administration and the ability to create offerings that meet the changing needs of particular student cohorts housed at PBSP, scheduling and assignment of courses at PBSP will be conducted according to the timelines set forth.

Faculty whose primary instructional site is other than PBSP or PBSP/DN are not required to teach at or to visit PBSP.

Assignments at PBSP are voluntary, and refusal to accept an assignment at PBSP shall not be subject to discipline, shall not negatively affect consideration for tenure, and shall not be counted against associate faculty seniority

15.11.1 Timeline for course offerings and full-time faculty course assignment:

15.11.1.1 By the end of the 13th week of the spring semester, the dean will send a schedule of PBSP anticipated course offerings for the following academic year to full-time faculty. Full-time faculty will have five (5) business days to submit to the dean their course assignment requests for the fall and spring semesters or request to meet with the dean to discuss possible changes to the Schedule of Course Offerings. The decision of the dean shall be final.

By the end of the 9th week of the fall semester the dean will send Draft Faculty PBSP Assignments to full-time faculty for the following spring.

15.11.1.2 By the end of the 14th week of the spring semester, the deans will send Draft Faculty PBSP Assignments to full-time faculty for the following fall semester. Draft Faculty PBSP Assignments will be sent to faculty on an instructional day or, if emailed on a non-instructional day, will be considered “sent” to faculty on the next occurring instructional day.

15.11.1.3 Draft Faculty PBSP Assignments will be sent to faculty on an instructional day or, if emailed on a non-instructional day, will be considered “sent” to faculty on the next occurring instructional day.

15.11.1.4 Full-time faculty will have five business days to respond to Draft PBSP Faculty Assignments and request to meet with the dean to discuss possible changes. The decision of the dean shall be final.

15.11.1.5 For the purpose of this article, “business day” means any day Monday through Friday excluding holidays and college closure days identified on the Academic Calendar.

15.11.1.6 The day Draft Faculty PBSP Assignments are emailed to faculty is not included in the five business day response window.

For example, if a dean or director emails a faculty member a Draft Faculty PBSP Assignment on a Tuesday, the faculty member has until 5pm the following Tuesday to respond.

15.11.1.7 No further faculty response constitutes acceptance of the Faculty PBSP Assignment.

15.11.2 Timeline for associate faculty PBSP assignment offers:

15.11.2.1 To be considered for a PBSP course assignment, associate faculty must annually complete the online Associate Faculty Availability Form.

15.11.2.2 By the end of the second week of spring semester of every academic year, a link to the online Associate Faculty Availability Form will be sent via District email to all associate faculty members with instructions for its completion.

15.11.2.3 To ensure an associate faculty member's assignment preferences will be considered, the Associate Faculty Availability Form must be submitted by the associate faculty member by the end of the 5th week of spring semester. The District will send an email reminder to all associate faculty at the end of the 4th week of the spring semester.

15.11.2.4 In the event that an associate faculty member fails to submit the Associate Faculty Availability Form by the end of the 5th week of the spring semester the dean will be at liberty to fill staffing vacancies using another instructor.

15.11.2.5 By the end of the 9th week of the fall semester, the deans will send Associate Faculty PBSP Assignment offers to associate faculty for the following spring.

15.11.2.6 By the end of the 14th week of the spring semester, the deans will send Associate Faculty PBSP Assignment offers to associate faculty for the following fall semester. Associate Faculty PBSP Assignment offers will be sent to associate faculty on an instructional day or, if

emailed on a non-instructional day, will be considered “sent” to faculty on the next occurring instructional day.

15.11.2.6.1 Included in the email containing a fall semester Associate Faculty PBSP Assignment offer will be an indication of the number of courses at PBSP the dean anticipates offering the associate faculty member the following spring semester.

15.11.2.7 Associate Faculty PBSP Assignment offers will be sent to associate faculty on an instructional day or, if emailed on a non-instructional day, will be considered “sent” to faculty on the next occurring instructional day.

15.11.2.8 Associate faculty will have five business days to respond to Associate Faculty PBSP Assignment offers.

15.11.2.9 For the purpose of this article, “business day” means any day Monday through Friday excluding holidays and college closure days identified on the Academic Calendar.

15.11.2.10 The day Associate Faculty PBSP Assignment offers are emailed to associate faculty is not included in the five business-day response window.

For example, if a dean or director emails an associate faculty member an Associate Faculty PBSP Assignment offer on a Tuesday, the associate faculty member has until 5pm the following Tuesday to respond.

15.11.2.11 Associate Faculty PBSP Assignment offers will be sent to faculty on an instructional day or, if emailed on a non-instructional day, will be considered “sent” to associate faculty on the next occurring instructional day.

If an associate faculty member fails to respond to the Associate Faculty PBSP Assignment offer the dean within five business days, the dean will be at liberty to fill staffing vacancies using another instructor.

ARTICLE XVI – ACADEMIC FREEDOM

16.1 General Principles

The District and CRFO recognize that education conducted for the common good in a democratic society depends on earnest, unceasing pursuit of truth; on free and unrestricted examination and communication of ideas; and on the ability of professors to take pedagogical risks without fear of retribution or punishment. To those ends, the District promotes and protects the full freedom of its faculty and associate faculty to teach, research, and pursue knowledge.

16.2 Scope

Though tenure has historically provided some measure of protection of academic freedom, all College of the Redwoods faculty and associate faculty (including tenured, probationary, temporary, and non-tenured track) shall enjoy the protections provided by this article. No faculty or associate faculty member will be retaliated against, disciplined, reassigned, or have their assignment terminated for any reason that violates the protections of this article.

The District and CRFO agree that Academic Freedom is essential to the fulfillment of the College's mission and in keeping with the Institution's values.

- 16.2.1 Nothing in this article modifies or diminishes a faculty or associate faculty member's obligation to fulfill the duties set forth in Article III, to adhere to official course outlines of record, and to conform to state and District policies and regulations and applicable laws. Nothing in this article prevents the District from pursuing disciplinary action against a faculty or associate faculty member who has engaged in unprofessional or unlawful conduct or who has violated the terms of the collective bargaining agreement.
- 16.2.2 Employment by the District does not in any way restrict or limit the Federal First Amendment and California Constitutional right to Freedom of Expression and political activity that Faculty enjoy as members of their communities during non- work time.
- 16.2.3 In the performance of their duties, faculty and associate faculty have the right to speak and write free from viewpoint censorship and shall not be restricted in
 - a. displaying buttons, clothing, insignias, or symbols which convey expressive speech, provided such speech is not obscene or defamatory according to current legal standards;
 - b. displaying posters, photographs, art, comics, or similar material in their offices or private work space, immediately outside their offices or

work space, or on the outside of their office doors or windows, provided such displays are not obscene or libelous according to current legal standards; violate State or Federal law; or state or imply that the display expresses the views of the District;

- c. their speech and associational rights as provided under the California Educational Employment Relations Act (EERA).

16.3 Academic Freedom and Responsibility

All faculty and associate faculty members shall be free to pursue instruction, grading, scholarship, policy discussions, and public discourse in an environment free of intimidation and censorship. The merits of academic ideas, theories, arguments, and views shall be measured solely against the standards of relevant academic and professional disciplines. Academic freedom includes, but is not limited to, freedom to

- a. Teach in an environment free of intimidation, censorship, and deliberate disruption or interference.
- b. Examine, explore, or endorse unpopular or controversial ideas either in classroom teaching or in discussions with students outside the classroom or in academic research or publication.
- c. Select course texts and other instructional materials.
- d. Engage in pedagogical experimentation with the intent to improve student learning.
- e. Express in a professional manner with and among students, faculty, staff, and administrators differences of opinion about academic matters, college plans or policies, and administrative decisions.

16.4 Grading

Every faculty and associate faculty member shall maintain the exclusive authority to determine grades based on professional judgment. The determination of a student's grade shall be made by the course instructor of record—and in the absence of mistake, fraud, bad faith, unlawful discrimination, or incompetence—shall be final. Every faculty and associate faculty member has a responsibility to base grades solely on considerations that are intellectually relevant to the subject matter described in the official course outline of record and to describe clearly the basis for grading in the course syllabus.

16.5 Campus Events

Every faculty and associate faculty member shall have the freedom to organize or participate in campus events and the responsibility to do so in a manner that is consistent with the District's mission and the standards or relevant academic and/or professional disciplines. The merit of each event and its participants shall be measured solely against the District's mission and the standards of relevant academic and professional disciplines.

The District retains the right to determine the time, place, and manner for the scheduling of events.

16.6 Scholarship

Every faculty and associate faculty member is a member of a learned profession and shall have the freedom to use their professional scholarship and present this scholarship in any academic discourse.

16.7 Policy and Procedures

Faculty and associate faculty members will observe the stated policies and procedures of the District, provided those policies and procedures do not contravene academic freedom. Nothing in this article permits faculty or associate faculty to interfere with, subvert, or attempt to sabotage any established college process, including processes related to personnel matters.

16.8 Public Discourse

The District recognizes the right of faculty and associate faculty to speak or write as citizens. When faculty and associate faculty members speak or write as citizens, they will not claim they are speaking for the institution, unless specifically authorized to do so, nor will they state or imply that their views reflect those of the institution unless specifically authorized to do so.

16.9 Prohibition of Compelled Speech

Except as required by United States law, California law, California Education Code, outside accrediting agencies, and course outlines of record, the District cannot compel faculty or associate faculty to include any specific content as a part of their course instruction or course materials. This means, in part, that the District

- a. Cannot require faculty or associate faculty to provide content warnings on course syllabi or assignments.
- b. Cannot require faculty or associate faculty to provide alternative assignments at student request, except as required by law.
- c. Cannot add, remove, or modify course readings or instructional materials.

16.10 Communications Media

In some instances, the District provides various electronic media, including telephones and laptop and/or desktop computers, for use by faculty and associate faculty. Faculty and associate faculty members are encouraged to use these media in their work to communicate with students, with each other, and with the administration, and to improve their access to research and instructional tools. It is understood that the District may, through shared governance, enact policies to regulate use of such devices, including the

development and maintenance of web sites that support, or otherwise pertain to, District services and instructional programs. It is not the purpose of this article to dictate how such policies are enacted; however, insofar as such policies apply to faculty and associate faculty, the District and CRFO agree to the following:

16.10.1 District email or computer services may not be used for any unlawful activities, commercial purposes not under the auspices of the District, or for personal financial gain. This restriction does not include the following:

- a. Communications announcing or describing a unit member's publications, presentations or other activities in their fields of study, so long as they do not solicit sales or violate any applicable conflicts of interest laws;
- b. Communications announcing nonprofit fundraising activities so long as they are occasional and non-disruptive of the work environment.

16.10.2 Copyright Observance: Computer software that is protected by copyright is not to be copied from, into, or through the use of District computers, except in the case of copies (e.g., backup copies) as permitted by law or by the contract with the owner of the copyright.

16.10.3 Personal Use: Unit members may use District telephones, email, and other electronic resources for incidental personal purposes, provided that, in addition to following the provisions herein, such use does not directly interfere with the normal performance of duties or with the normal operation of District facilities.

16.10.4 Privacy: The District shall afford privacy protections in email and computer use that are comparable to those traditionally observed for paper mail as well as in-person and telephone communications. Except as noted in in Article 16. Below, the District shall not inspect, monitor, or disclose email or other computer files without the holder's consent.

16.10.4.1 Notwithstanding, users should be advised that electronic communications may be less private than they anticipate. The District cannot routinely protect users' confidentiality in some situations.

16.10.4.2 Some email or computer use, when created or stored on District equipment, may constitute a District record subject to disclosure under the California Public Records Act or other laws, or as a result of litigation. Users of District computer resources should be aware that such situations or laws may not permit the confidentiality of email in some circumstances. For example, an Academic Senate may be considered a "governmental body," and as such certain documents created by an Academic Senator may be subject to disclosure under the California Public Records Act, and that might include information included within or attached to email.

16.10.5 Academic Freedom With Regard To Communications: The District cannot and does not wish to be the arbiter of contents of documents in any physical or electronic media; nor shall the District protect users from receiving transmitted or physically conveyed language or images which they may find offensive or objectionable in nature or content, regardless of whether such documents originated within the District or without. Unit members are strongly encouraged to use the same personal and professional courtesies and considerations in such communications as they would with regards to face-to-face conversation.

16.10.6 Academic Freedom and the Internet: The following affirmations of academic freedom rights are suggested by the ever-increasing use of web sites and the Internet in the professional activities of unit members. It is understood that academic freedom rights apply in many ways that are not exemplified herein:

16.10.6.1 Presentation of Web Sites: In principle, District policy, including regulation of web-site performance parameters such as appearance, organization, and navigability, should not infringe upon a unit member's professional judgment and Academic Freedom rights as he or she seeks to develop and/or update web pages that deliver course or program-specific content in a manner that most efficaciously satisfies the needs of the course or program.

16.10.6.2 Controversial Content: The District and CRFO recognize that the Internet offers exceptional access to a wide range of materials, and that some of these materials may be offensive, controversial, even obscene or pornographic. Further, it is understood that access to such materials may be related to a legitimate pedagogical inquiry or course of instruction. The District and the faculty and associate faculty should employ common sense in accessing any such materials, and satisfy themselves that access is appropriate for the situation.

16.11 Web Material Housed Outside of District Facilities

Pursuant to the principles of Academic Freedom, unit members should retain the right to utilize web-based materials that are housed off-site, that students, colleagues and others may access as they progress through, or seek information pertaining to, the unit member's course or program. Web sites that fall under this provision are not subject to regulation or other standards imposed by the colleges or District, except as follows:

16.11.1 Unit members may not intentionally incorporate the following into materials that support District services and instructional programs:

- a. copyrighted or licensed materials for which the necessary permissions for use have not been obtained;
- b. material for commercial gain unrelated to the college or District;

- c. material that is intended to damage, to interfere with, or place an excessive load on a computer system or network.

16.12 District Access Without Consent: The District shall permit the inspection, monitoring or disclosure of email or computer usage without the consent of the holder of such email or user of such equipment only

- a. when required by and consistent with the law;
- b. when there is a substantiated reason to believe that violations of law or provisions herein have taken place and the holder or user is the subject of suspicion; or
- c. under time-dependent emergency circumstances or critical compelling circumstances.

Substantiated reason means that reliable evidence indicates the probability that violation of law or provisions herein has occurred, as distinguished from rumor, gossip, speculation or other unreliable evidence.

Time-dependent, emergency circumstances means where time is of the essence and where there is a high probability that delaying action would almost certainly result in critical compelling circumstances.

Critical compelling circumstances means that a failure to act may result in significant bodily harm, significant property damage or loss, loss of significant evidence of the violation of law or provisions herein, significant liability to the District or District employees or students.

16.12.1 Authorization and Notification: Except in emergency circumstances as defined above, such actions as described above must be authorized in advance and in writing by the President/Superintendent or designee. The District shall make a complete written record of the rationale for such access, which shall be provided to the affected unit member and to the CRFO within two (2) work days of obtaining access.

16.12.2 Limitation on Scope: Authorization shall be limited to the least perusal of contents and the least action necessary to resolve the situation. All inspection and/or monitoring pursuant to this section is limited to the specific computer hardware which the District has a substantiated reason to believe were used in the violations as alleged and described in the written authorization. All inspection and/or monitoring shall be limited to the investigation of the violations as alleged and described.

Routine Maintenance Disclaimer: Users should be aware that during the performance of their duties, Information Technology Services (ITS) personnel occasionally need to observe certain transactional addressing information to ensure proper functioning of the District's computer services, including email. Except as provided in this section, they are not permitted to intentionally read the

contents of email or other electronically transmitted documents, or to read transactional information where not germane to the foregoing purpose, or to disclose or otherwise use what they have seen.

16.13 Right to Grievance

Any faculty or associate faculty member who believes their academic freedom has been violated by the District has the right to pursue conciliation, grievance, or arbitration as described in Article IX: Grievance. Any faculty member who thinks that their academic freedom is being threatened by student(s), faculty or staff, other organizations, or by members of the public should contact either the Academic Senate or CRFO. Either the Academic Senate President or the CRFO President can request and will be granted a timely meeting with appropriate academic administrators and/or the Superintendent/President of the District to discuss how to best assure and protect academic freedom.

ARTICLE XVII – EARLY NOTICE OF INTENT TO RETIRE INCENTIVE PROGRAM

- 17.1 The Early Notice of Intent to Retire Incentive Program shall consist of a base amount which shall be payable in the payroll following the participant becoming a retired faculty employee.
- 17.2 Faculty must submit to the Office of Human Resources a letter of intent to retire AND a signed Early Notice of Intent to Retire Incentive Program Agreement (Schedule J).
- 17.3 If, after submitting a letter of intent to retire and a signed Early Notice of Intent to Retire Incentive Program Agreement, a faculty employee changes his or her retirement plans or submits a letter of resignation for the purpose of retirement with an effective date that is different from the date specified in his or her Early Notice of Intent to Retire Incentive Program Agreement, the Early Notice of Intent to Retire Incentive Program Agreement shall be entirely disregarded and all amounts in the Early Notice Incentive account established for the employee shall remain the property of the District.
- 17.4 However, the faculty employee may submit a new Early Notice of Intent to Retire Incentive Program Agreement, provided that it is submitted in accordance with the terms of this article.
- 17.5 Faculty who provide notice of retirement by May 1 AND at least 12 months in advance of their date of retirement shall receive \$2,500.00.
- 17.6 Faculty who provide notice of retirement by May 1 AND at least 24 months in advance of their date of retirement shall receive \$3,000.00.

ARTICLE XVIII– INVESTIGATIONS & DISCIPLINE

- 18.1 The RCCD and CRFO agree that the primary function of discipline is to afford faculty and associate faculty with opportunities to improve their performance. The intent of this article is to provide fair, objective, and reasonable processes to conduct investigations and administer discipline when appropriate, to promote the highest standards of integrity, and to preserve confidentiality as required.
- 18.2 Dismissal: Full-time faculty members shall be subject to discipline in the form of dismissal and suspension from employment pursuant to provisions of the California Education Code 87732.
- 18.3 Discipline Other Than Dismissal and Suspension of Full-time Faculty
- 18.3.1 Progressive Discipline: The District shall implement progressive discipline for those matters set forth in this article. The District may consider any mitigating circumstances when deciding on appropriate discipline. In some cases, progressive discipline may not be warranted due to the serious nature of the employee infraction (including but not limited to examples such as gross insubordination, theft, etc.).
- 18.3.2 Causes for Discipline under this Section: Just cause is required for discipline under this article. Causes for the discipline under this article are those causes for discipline set forth in California Education Code section 87732.
- 18.3.3 Progressive Discipline usually includes the following intervention steps in order to provide the faculty member opportunities to correct behavior before discipline occurs: (1) Verbal counseling (2) written warning (3) written reprimand, (4) notice of unprofessional conduct.
- 18.3.4 Reprimand: A reprimand is any formal written rebuke by the District’s administration that is placed in a faculty member’s official personnel file. No reprimand shall be issued more than 50 school days after the District discovered or reasonably could have discovered the circumstance or action giving rise to the reprimand.
- 18.3.4.1 The District shall not issue a reprimand to any faculty employee unless:
- a. The faculty member is informed of the complaints upon which the reprimand is based and is given the opportunity to respond to the complaints at a meeting conducted by the Director of Human Resources;

- b. The faculty member receives written notification of the purpose of the meeting at least three days before the date of the meeting and of his or her right to CRFO representation at the meeting;
 - c. CRFO has been notified, in writing, of the intent to conduct such a meeting.
- 18.3.4.2 The faculty member and his or her CRFO representative may examine the material upon which the reprimand is based. The faculty member's response may be written or oral and must be submitted to the President or his or her designee. The meeting does not include witnesses or the right to cross-examine.
- 18.3.4.3 If a faculty member is not represented by CRFO at the meeting provided for in Article 18.2.4.1.b the CRFO Grievance Officer or designee shall, nevertheless, have the right to be present at the meeting and to state the CRFO's views on the issue at hand, unless the faculty employee objects in writing to CRFO's presence.
- 18.3.4.4 If a faculty employee is reprimanded, he or she may submit the matter to the grievance procedure set forth in Article IX by alleging that the procedures contained in this article were not followed or that the action of the administration in reprimanding the faculty member was arbitrary or capricious.
- 18.3.4.5 A faculty employee has the right to respond in writing to a reprimand and to have this written response accompany the District's letter of reprimand in the faculty member's personnel file. The faculty must submit their written response to the Director of Human Resources within ten days of receiving the District's written letter of reprimand.
- 18.3.4.6 The CRFO Grievance Officer or designee has the right to respond in writing to a reprimand issued to a faculty member and to have this written response accompany the District's letter of reprimand in the faculty member's personnel file. The CRFO Grievance Officer or designee must submit their written response to the Director of Human Resources within ten days of receiving the District's written letter of reprimand
- 18.4 Five years after a faculty member has been reprimanded, he or she may ask the President/Superintendent to direct the Director of Human Resources to remove the reprimand and any written replies as provided in Articles 18.2.4.5 and 18.2.4.6 from the faculty member's personnel file if no further District reprimands have been issued since the original reprimand. If further District reprimands have been issued since the original reprimand, then all reprimands and accompanying letters of response remain in the faculty member's personnel file.
- 18.5 Provisions of Grievance Procedure: The provisions of Article IX: Grievance shall apply to

both disciplinary documents which are placed in the faculty member's Personnel File, to reprimands, and other discipline under this article.

18.6 Provisions of Grievance Procedure: The provisions of Article IX: Grievance shall apply to both disciplinary documents which are placed in the faculty member's Personnel File, to reprimands, and other discipline under this article.

18.7 Contract Faculty Members: Nothing in this article shall be construed to in any way limit or otherwise inhibit the District from exercising its authority to deny renewal of a contract faculty member's contract or to refrain from granting tenure to a contract faculty member under applicable provisions of the California Education Code.

18.8 If there is a reasonable expectation that a meeting between an administrator and a faculty member may lead to any type of discipline, the administration shall notify the faculty member in advance of this potential eventuality. The faculty member so notified shall have the right to bring a CRFO officer or their designee to the meeting. In addition, a faculty member may act independently to bring a CRFO officer or their designee.

18.9 Investigative Process

Mutual Respect for a Fair Investigative Process: The RCCD and CRFO understand and agree that the District has the authority and obligation to investigate complaints, reports, and other credible information that a faculty member has engaged in misconduct. The RCCD and CRFO further understand and agree that faculty members are entitled to be presumed innocent of wrongdoing during the investigation process and are entitled to certain protections during the investigation process.

18.10 Misconduct Investigation Defined

A misconduct investigation is a District-initiated investigation of a faculty member based on one or more of the following: credible allegations by an identifiable source that the faculty member has violated District policy or law; a report of misconduct made by an identifiable source; administrative observation of misconduct; or other credible, identifiable sources of information. An investigation is initiated at the point that the District determines to go beyond meeting with the accuser and the accused to interview other potential witnesses. An anonymous accusation shall not form the basis for initiating an investigation.

18.11 Non-Investigatory Meetings and Conversations

The RCCD and CRFO understand and agree that in the day-to-day operation of the District, administrators and faculty members meet regularly to share information. These are not investigatory interviews. However, the RCCD and CRFO further understand and agree that if an administrator reasonably expects that such a meeting may elicit

information that warrants discipline, the administrator shall notify the faculty member in advance. The faculty member so notified will also be informed of the right to bring the appropriate CRFO officer to the meeting. In addition, a faculty member may act independently to bring a CRFO officer or their designee to a meeting if the faculty member reasonably believes that the meeting could lead to discipline.

18.12 Notice of Investigation

A faculty member who is under investigation shall be sent a notice of investigation letter at least five (5) business days before their appointment for an investigatory interview. The letter shall include at least the following:

18.12.1 An introductory statement that:

- a. The District takes a neutral stance when investigating possible misconduct and no findings of wrong-doing have been made;
- b. The District maintains the confidentiality of the investigation to the fullest extent possible;
- c. No findings will be made prior to completion of the investigation, and the investigation will not be closed until after the scheduled date of the employee's final interview;
- d. The information received could lead to discipline and the employee is entitled to have CRFO representation at the meeting;
- e. Every effort will be made to complete the investigation within ninety (90) days of when the District first received the complaint or information triggering the investigation. Where this is not possible, two things will occur: the faculty member will receive a status update on where the District is in its investigation and when it expects to be completed; and the District and CRFO will have a status update meeting in person or via Zoom to discuss the District's progress and timeline;
- f. The faculty member will receive notice of the findings of the investigation and indication of whether the allegation(s) investigated were or were not sustained;
- g. In the event the investigation leads to disciplinary action, the faculty member will be afforded all of the pre-discipline due process rights to which they are entitled. This includes providing the faculty member, and CRFO with the faculty member's consent, with a copy of the information relied upon to issue the charges.

- h. Employment law prohibits retaliation of any kind against anyone the employee believes to have provided information or otherwise cooperated in the investigation, and that such conduct constitutes an independent basis for serious discipline up to and including termination.
- i. The District strongly recommends that the faculty member refrain from contacting the complainant(s) or witnesses to avoid even the appearance of interference or retaliation. (1) However, the faculty member may contact and discuss the investigation with CRFO, their CRFO representative, or legal counsel, and confer with their colleagues for their mutual aid and protection. (2) Alternatively, if the District determines that it is necessary to restrict the faculty member from discussing the investigation because of witness or complainant protection, danger of evidence being destroyed, danger of testimony being fabricated, or to prevent a cover-up, and determines that any such concerns outweigh the faculty member's rights, the District may instead inform the faculty member that they are required to keep the investigation confidential, except for communications with the faculty member's legal counsel or CRFO representatives. The District's determination and direction to the faculty member under this subsection are subject to grievance.

18.12.2 A summary of the subject matter of the interview including:

- a. If appropriate, and at the discretion of the Director of Human Resources or designee, the name of the complainant(s) or individual(s) whose concerns caused the District to initiate an investigation.
- b. A brief description of what allegedly occurred. The faculty member shall be entitled to a description of the subject matter of the investigation, including the alleged conduct, statements, or omissions giving rise to the investigation.
- c. Indication of when the alleged incident(s) occurred. The notice will be as specific as possible, based on the information available at the time the notice is given.
- d. Indication of where the alleged incident(s) occurred. The notice will be as specific as possible, based on the information available at the time the notice is given.

18.13 Placement of a faculty member on Involuntary Paid Administrative Leave of Absence while an investigation into alleged misconduct is pending shall conform to the following standards and procedures:

- 18.13.1 Placement on Involuntary Paid Administrative Leave of Absence while an investigation is pending constitutes a non-disciplinary action, and the member shall be entitled to all compensation, stipends, and other benefits to which they would otherwise receive.
- 18.13.2 A faculty member will be notified in writing at least two business days before being placed on Involuntary Paid Administrative Leave.
- 18.13.3 The two-day notice established in 17.5.2 may be waived if:
- a. The allegations, if true, indicate that the faculty member poses a safety threat to him/herself or others;
 - b. Other extenuating circumstances with the written approval of the President/Superintendent, which approval will state the nature of the extenuating circumstance.
- 18.13.4 A faculty member placed on immediate Involuntary Paid Administrative Leave of Absence will be provided, at minimum, the general nature of the accusations made against the faculty member within five business days of the faculty member being placed on involuntary paid administrative leave.
- 18.13.5 In addition to the above notice, an employee on Paid Administrative Leave of Absence will be provided information about the leave, including but not limited to the following:
- a. The basis or bases on which they are being placed on Paid Administrative Leave of Absence;
 - b. That, as this investigation could lead to discipline, the faculty member is entitled to representation during their investigatory interview;
 - c. That placement on Paid Administrative Leave of Absence constitutes a directive not to attend work or perform work duties and that the faculty member is not to be present at work or in the work area without prior written consent; and
 - d. That placement on Paid Administrative Leave of Absence does not constitute a directive to stay away from public events or public areas of campus.
- 18.14 Every effort will be made to complete the investigation within ninety (90) days, and where this is not possible, the member under investigation will receive a status update on where the District is in its investigation and when it expects to be completed. The extension may

not exceed 30 calendar days (for 17.6 “working days” means Monday through Friday and does not include weekends or state and federal holidays).

18.15 In the event that an investigation does not lead to discipline, the District will maintain the investigation file in a secure location within the District, separate and apart from the employee’s Personnel File. Further, access to these files shall be on a “needs to know” basis only, as determined by the Director of Human Resources.

18.16 A pending, non-final investigation shall not be used in any employee evaluations.

ARTICLE XIX-SAFETY

The District shall provide safe working conditions for all faculty and associate faculty members as required by law, regular monitoring of working conditions, and the correction of unsafe working conditions. The responsibility for safe working conditions is that of the District, and the responsibility for the maintenance of safe procedures and practices is that of each individual faculty and associate faculty members.

19.1 Required Faculty and Associate Faculty Safety Training

Faculty and associate faculty will complete any trainings required by law (for example, Sexual Harassment Training as mandated by SB 1343) and any other trainings agreed to by the District and the CRFO.

19.1.1 The District will provide faculty and associate faculty at no cost all trainings required by law and all trainings agreed to by the District and CRFO.

19.1.2 Faculty and associate faculty may count hours spent completing unpaid mandatory trainings toward their flex obligation.

19.2 Immediate Serious Threats to Safety

In the event of an immediate serious threat to the safety of any CR employee or student, the faculty or associate faculty member must immediately report the immediate threat to Campus Safety and Security (or 911 when appropriate), who will determine when the threat has been alleviated and issue a return to work announcement. The faculty or associate faculty member may vacate the class or workstation without loss of pay until the emergency has been alleviated.

19.3 Reporting of Threats

If a faculty or associate faculty member becomes aware of any real or implied threat of bodily injury or property destruction, the faculty or associate faculty member must

19.3.1 report the threat immediately to Campus Safety and Security and to the faculty or associate faculty member's immediate administrative supervisor;

19.3.2 request the removal of the person or persons from class meetings for a period of time as authorized under the California Education Code Sections 76030, et seq; and

19.3.3 report immediately any instance of actual assault and/or battery or property destruction to the faculty or associate faculty member's administrative supervisor and Campus Safety and Security.

19.4 Health and Safety Complaints

Faculty and associate faculty shall make all health or safety complaints in writing to their direct administrative supervisor. The administrative supervisor has ten business days to resolve the complaint. If the nature of the complaint is such that the complaint cannot be reasonably resolved within ten business days, then the supervisor will provide an update to the complainant and identify an anticipated date of resolution. If the issue is not resolved to the satisfaction of the faculty or associate faculty member within ten business days, then the faculty or associate faculty member may appeal to the appropriate vice president. The vice president shall notify, in writing, within thirty business days the faculty or associate faculty member who complained and the CRFO president the actions taken by the District, if any, to remedy the problem. Faculty and associate faculty members shall not be retaliated against for filing a health or safety complaint.

19.5 Disruptive, Harassing, or Defamatory Student Behavior

The District shall take reasonable steps, including those set forth in this article, to provide a workplace environment free from disruptive, harassing, and defamatory behavior by students. When a faculty or associate faculty member has reported to his or her administrative supervisor that a student is behaving in a disruptive, harassing, or defamatory manner the following will occur:

- 19.5.1 The district shall begin an investigation within ten (10) working days to determine the validity of the claim, the seriousness of the alleged behavior, and appropriate responses. Written confirmation that the investigation has started shall be provided to the faculty or associate faculty member who registered the complaint.
- 19.5.2 At the request of the faculty or associate faculty member, the administration shall include the CRFO President in all communications from the District to the faculty or associate faculty member that are made pursuant to this article to the extent permitted by law.
- 19.5.3 The administration shall notify the faculty or associate faculty member in writing of the outcome of the investigation and any subsequent disciplinary process, to the extent permitted by law, including but not limited to information on any expectations or conditions of student behavior if the student is to return to class, the worksite, or the college.
- 19.5.4 If the investigation and written notification are not completed within thirty (30) days of the report by the faculty or associate faculty member, the administration shall provide to the faculty or associate faculty member a written report, containing information on the status of the investigation and anticipated timeline

for resolution. Such reports shall continue to be provided every thirty (30) days until the notification of outcome required by this article is provided.

19.5.5 If, after the investigation and any subsequent student discipline process has been completed, the faculty or associate faculty member continues to experience disruptive, harassing, or defamatory behavior by the student, the faculty or associate faculty member shall notify the Student Conduct Officer who shall take each of the following steps:

19.5.6 Investigate the complaint consistent with Article XX (i.e. above process) if not already done.

19.5.7 Arrange a meeting with the affected faculty or associate faculty member and the appropriate administrative supervisor to discuss reasonable solutions, other than or in addition to student discipline, which can be taken to address the faculty or associate faculty member's concerns. At the request of the faculty or associate faculty member, the Student Conduct Officer will arrange for the meeting to be attended by the CRFO President and/or CRFO Grievance Officer. This meeting shall be held within five (5) business days of the notification by the faculty or associate faculty member of continuing disruptive, harassing, or defamatory behavior

19.5.8 The District's decision whether or not to impose student discipline is not grievable.

19.6 PBSP Orientation

19.6.1 The District will provide all faculty and associate faculty scheduled to teach in PBSP an annually-updated Pelican Bay Scholars Faculty Handbook.

19.6.2 The District will provide a "PBSP Safety and Security Orientation" at the beginning of each semester.

19.6.3 Faculty and associate faculty who have not previously completed the PBSP Safety and Security Orientation must successfully complete this orientation before their first schedule class meeting in PBSP.

19.6.4 Faculty and associate faculty shall be compensated at the hourly rate established in Article 3.6.6 for attending the "PBSP Safety and Security Orientation"

19.6.5 Faculty and associate faculty who have previously completed the PBSP Safety and Security Orientation and are requested by the District to attend the "PBSP

Safety and Security Orientation” shall be compensated at the hourly rate established in Article 3.6.6.

19.6.6 The District will convene meetings as needed for faculty and associate faculty to discuss issues specific to PBSP.

19.7 Active Shooter/Assailant Preparation

During the 2023-2024 academic year, the District will develop a Districtwide active shooter/assailant training plan that will include various active shooter/assailant scenarios and a campus safety assessment and recommendations for increasing the campuses preparedness for such an event. The plan will consider faculty classroom safety, including but not limited to, inside classroom door locks and possible classroom communication devices. The District may hire a professional consultant specializing in active shooter/assailant training to assist in the plan development.

19.8 Other Safety Concerns

Any changes in faculty and associate faculty safety needs that fall within the scope of mandatory bargaining will be referred to Problem Solving.

ARTICLE XX – COMPLETION OF MEETING AND NEGOTIATING

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.

The District and CRFO agree that each party may annually request to reopen on any three articles of choice during 2023-2024 and 2024-2025, of which only two may relate to economic issues, as well as any other articles mutually agreed upon.

The District and CRFO agree to continue negotiating criteria for applying occupational experience for initial step and column placement of new faculty and associate faculty in vocational-technical disciplines.

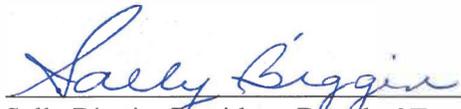
The District and CRFO agree to continue negotiating articles related to distance education.

The District and CRFO agree to continue negotiating revisions to Article XI: Faculty Tenure and Evaluations.

The District will provide an opening proposal related to Assembly Bill 190 for providing associate faculty medical insurance to CFRO by July 1, 2023. It is understood that negotiation of this subject will be conducted using traditional (i.e. “positional”) bargaining methods and not interest-based methods of bargaining.

ARTICLE XXI – TERM

21.1 The term of the agreement shall be from July 1, 2022, through June 30, 2025.



Sally Biggin, President, Board of Trustees



Dr. Keith Flamer, District President/Superintendent

Michelle Haggerty

Michelle Haggerty, CRFO President

John Johnston
John Johnston (Mar 8, 2023 08:55 PST)

John Johnston, CRFO Chief Negotiator

SCHEDULE A 2022-2023 - FACULTY SALARY SCHEDULE
EFFECTIVE FALL 2022

CLASS	I	II	III	IV
Step 1	63,688	66,938	70,382	74,033
2	65,854	69,233	72,816	76,612
3	68,107	71,621	75,346	79,296
4	70,450	74,105	77,980	82,086
5	72,887	76,688	80,717	84,988
6	75,421	79,374	83,564	88,007
7	78,056	82,167	86,526	91,145
8	80,797	85,073	89,605	94,410
9	83,647	88,095	92,808	97,805
10	86,612	91,238	96,139	101,335
11	89,696	94,506	99,604	105,008
12	92,902	97,904	103,207	108,827
13	96,236	101,439	106,953	112,799
14	99,705	105,115	110,850	116,929
15	103,312	108,938	114,903	121,225
16	105,250	110,990	117,010	123,459
17			119,160	125,738
18			121,353	128,062
19			123,652	130,433
20				132,850
21				135,316
22				137,895

Class I: AA + 6 years occupational experience; or BA + 2 years of occupational experience.

Class II: MA; BA + 30 units post BA; BA + 4 years occupational experience; AA + 8 years occupational experience.

Class III: MA with 50 units post BA; BA + 50 units post BA; BA + 6 years occupational experience; AA + 10 years occupational experience.

Class IV: MA with 70 units post BA; BA + 70 units post BA; BA + 8 years occupational experience; AA + 12 years occupational experience.

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

Placement for initial employment is limited to Step 7.

SCHEDULE B 2022-2023- SEMESTER-BASED ASSOCIATE FACULTY SALARY

SCHEDULE

EFFECTIVE FALL 2022

CLASS

STEP	0	I	II	III	IV
1	965	1,061	1,116	1,173	1,234
2	998	1,098	1,154	1,214	1,277
3	1,032	1,135	1,194	1,256	1,322
4	1,067	1,174	1,235	1,300	1,368
5	1,104	1,215	1,278	1,345	1,416
6	1,143	1,257	1,323	1,393	1,467
7	1,183	1,301	1,369	1,442	1,519
8	1,224	1,347	1,418	1,493	1,574
9	1,267	1,394	1,468	1,547	1,630
10	1,312	1,444	1,521	1,602	1,689
11	1,359	1,495	1,575	1,660	1,750

Class 0: Faculty Intern as defined by [§ 53500](#).

Class I: AA + 6 years occupational experience; or BA + 2 years of occupational experience.

Class II: MA; BA + 30 units post BA; BA + 4 years occupational experience; AA + 8 years occupational experience.

Class III: MA with 50 units post BA; BA + 50 units post BA; BA + 6 years occupational experience; AA + 10 years occupational experience.

Class IV: MA with 70 units post BA; BA + 70 units post BA; BA + 8 years occupational experience; AA + 12 years occupational experience.

Associate faculty will be placed on the bargaining unit member salary schedule and advanced one Step on the schedule for each 30 teaching load units of service to a maximum of Step 11.

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

Placement for initial employment is limited to Step 2.

SCHEDULE C – COACHING & RECRUITING STIPENDS

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 recruiting and coaching preseason, regular season, and applicable postseason activities, which may include weekends and holidays:

<u>Sport</u>	<u>Stipend</u>
Baseball	\$8,500
Basketball (men's)	\$8,500
Basketball (women's)	\$8,500
Football	\$8,500
Softball	\$8,500
Cross Country (men's)	\$7,000
Cross Country (women's)	\$7,000
Football Coordinator (offensive)	\$7,000

Football Coordinator (defensive)	\$7,000
Soccer (men's)	\$7,000
Soccer (women's)	\$7,000
Tennis (women's)	\$7,000
Track/Field (men's)	\$7,000
Track/Field (women's)	\$7,000
Volleyball (women's)	\$7,000
Wrestling (men's)	\$7,000
Wrestling (women's)	\$7,000

These stipends will be adjusted accordingly when salary changes are negotiated

SCHEDULE F-0 FULL-TIME FACULTY PROFESSIONAL RESPONSIBILITIES
ANNUAL INVENTORY

To be completed by Probationary Tenure-Track Faculty, Tenured Faculty, and Non-Tenure Track Full-Time Temporary Faculty, each year of employment by the end of the fourth week of each fall semester.

According to California law (AB 1725), full-time faculty have the privilege and responsibility to participate in the shared governance of the college. The work of shared governance is essential both to policy making and to maintaining sanction-free, full accreditation status. The RCCD and CRFO agree that the importance of this faculty work is second only to the work faculty do directly with students and that this work should be distributed equitably among all faculty. To these ends, Article 3.5.1.3 establishes that faculty will engage each academic year in at least two college service activities listed below. The purpose of this annual report is to give full-time faculty an opportunity to inventory their efforts in this regard.

Alternative college service activities: The RCCD and CRFO recognize that as active members of their profession, faculty also perform work in addition to the work of shared governance that contributes meaningfully to their disciplines, to student life, to campus culture, and to the daily operations of the college. This work can be of equal importance to the college as the work of shared governance and should be recognized by the college as such. Faculty requesting that college service activities other than the ones listed below count toward satisfying their minimum college service requirement will indicate these activities in the "other" boxes below. Service activities listed as "other" will count toward meeting the minimum two college service activities required by only by mutual agreement of the RCCD and CRFO.

Name: _____ **Academic Year:** _____

Discipline: _____

Status: Full-Time Tenured Full-Time Probationary Tenure-Track
 Full-Time Temporary/Non-Tenure Track

Faculty Leadership

- | | |
|--|--|
| <input type="checkbox"/> Associate Faculty Committee Chair | <input type="checkbox"/> CRFO President |
| <input type="checkbox"/> Faculty Development Committee Chair | <input type="checkbox"/> Curriculum Committee Chair |
| <input type="checkbox"/> New Faculty Mentoring Program Director | <input type="checkbox"/> Faculty Qualifications Committee Chair |
| <input type="checkbox"/> ASCR Club Advisor | <input type="checkbox"/> Senate Executive Committee |
| _____ (club name) | <input type="checkbox"/> Multicultural and Diversity Committee Chair |
| <input type="checkbox"/> Academic Standards and Policies Committee Chair | <input type="checkbox"/> CRFO Vice-President |
| <input type="checkbox"/> Probationary Faculty Evaluation Committee | <input type="checkbox"/> Chief Negotiator |
| _____ (probationary faculty name) | <input type="checkbox"/> Program Viability Committee Co-chair |
| <input type="checkbox"/> CRFO Grievance Officer | <input type="checkbox"/> Other faculty leadership position: |
| <input type="checkbox"/> Budget Advisory Committee Co-Chair | _____ |
| | _____ |

College Committee Service

- | | |
|--|--|
| <input type="checkbox"/> Academic Senate | <input type="checkbox"/> Academic Standards and Policy Committee |
| <input type="checkbox"/> Curriculum Committee | <input type="checkbox"/> Faculty Development Committee |
| <input type="checkbox"/> Budget Advisory Committee | <input type="checkbox"/> Faculty Qualifications Committee |
| <input type="checkbox"/> Technology Planning Committee | <input type="checkbox"/> CRFO Executive Committee |
| <input type="checkbox"/> Facilities Planning Committee | <input type="checkbox"/> Distance Education Planning Committee |
| <input type="checkbox"/> Life Safety Committee | <input type="checkbox"/> Education Master Planning Committee |
| <input type="checkbox"/> Program Review Committee | <input type="checkbox"/> Institutional Effectiveness Committee |

- College Council
- Professional Development Committee
- Assessment Committee
- Student Equity Committee

- Multicultural and Diversity Committee
 - Program Viability Committee
 - Guided Pathways Committee
 - Other college committee:
-

Other Shared Governance Responsibilities

- Selection Committee(s)
Which One(s): _____
 - Associate Faculty Evaluation(s)
Total number (must be more than 2 to count as service): _____
 - Accreditation Self-Study
 - Senate Ad Hoc Committee(s)
Which One(s): _____
-

- Flex Advisory Committee
- Outside Agency Accreditation Committee
Program: _____
- Tenured Faculty Evaluation(s)
Total number (must be more than 2 to count as service): _____
- Other college service: _____

Faculty Signature: _____

Date: _____

Received by: Administrator: _____

Date: _____

SCHEDULE F-1 - FACULTY EVALUATION CONFIDENTIALITY AGREEMENT

To be completed by each evaluator on every Faculty Evaluation Committee, including the Probationary Tenure-Track Faculty Evaluation Committee (PFEC), Tenured Faculty Evaluation Committee (TFEC), Associate Faculty Evaluation Committee (AFEC), and Non-Tenured Full Time Temporary Faculty Evaluation Committee (NFEC).

In order to protect the integrity of the faculty and associate faculty evaluations, all evaluation team members must accept their ethical and professional responsibilities related to the evaluation process.

By signing below you

1. Agree to comply with applicable state and federal laws and the terms of the DISTRICT/CRFO Collective Bargaining Agreement.
2. Affirm your commitment to maintain confidentiality of all evaluation materials and all discussions related to the evaluation.

Evaluatee Name: _____

Evaluation Committee Member Name: _____

Evaluation Committee Member Signature: _____

Date: _____

SCHEDULE F-2A - PROBATIONARY TENURE-TRACK FACULTY EVALUATION FORM

To be completed by each evaluator on the Probationary Tenure-Track Faculty Evaluation Committee (PFEC).

Name of Evaluatee: _____ Date: _____

Name of Evaluator: _____ Faculty Administrator

Instructions: Please describe, in some detail, the faculty member's performance in the areas listed below. Within each evaluation category, please refer to the cited section of the contract for additional guidance. In addition to your descriptive summary, include your analysis of any accomplishments, strengths, limitations/weaknesses, or areas of concern.

1. Student Engagement as defined in Article 11.1.5.3.1

2. Classroom assignment as defined in Article 11.1.5.3.2.

3. Non-Classroom assignment (librarians, counselors, learning disability specialist and special assignments) as defined in Article 11.1.5.3.3.

4. Professional responsibilities as defined in Article 11.1.5.3.4.

Evaluator Signature

Date

The signature below indicates this evaluation has been discussed with me, but does not necessarily constitute agreement with the content of the evaluation. I understand that if I choose, I have 10 business days to prepare a narrative statement to be attached to this document.

Evaluatee Faculty Signature

Date

**SCHEDULE F-2B - TENURED, ASSOCIATE, AND NON TENURE-TRACK FULL TIME
TEMPORARY FACULTY EVALUATION FORM**

To be completed during classroom observations by each evaluator on the Tenured Faculty Evaluation Committee (TFEC), Associate Faculty Evaluation Committee (AFEC), and Non-Tenured Full Time Temporary Faculty Evaluation Committee (NFEC).

Name of Evaluatee: _____ Date: _____ Face-to-Face DE Correspondence

Name of Evaluator: _____ Faculty Administrator

	Satisfactory	Needs Improvement	Not Observed	Not Applicable	Comments (required for any item marked "Needs Improvement.")
PLANNING					
Shows evidence of advanced preparation.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Objectives of instruction are clear.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Provides clear and meaningful instruction and/or activities related to content and objectives.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
COMMUNICATION					
Demonstrates effective written and oral communication skills with students and colleagues.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Demonstrates patience, fairness, and promptness in evaluating student work.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
INSTRUCTION					
Presents material/lessons in an organized manner.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Makes reasonable provisions for differences in ability, experience, physical disability, and cultural values.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Shows currency and depth of knowledge in discipline.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Encourages engagement among students and between instructor and students (Does not apply to correspondence).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Demonstrates enthusiasm for subject matter.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Course materials (assignments, handouts, webpages, etc.) are clear, complete, and appropriate for the course.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Engages students in a regular cycle of assignment submission and delivery of feedback.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

INTERACTIVE TECHNIQUES	Satisfactory	Needs Improvement	Not Observed	Not Applicable	Comments (required for any item marked "Needs Improvement.")
Encourages questions.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Responds effectively to questions and comments.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Encourages relevant student participation.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Encourages and guides critical thinking and analysis.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Displays flexibility and respect for the ideas of others.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
STUDENT RELATIONS					
Class atmosphere reflects mutual respect and regard.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Ascertains that students understand difficult ideas before moving on.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Helpful when students have difficulty.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Demonstrates sensitivity to the needs and feelings of others.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Demonstrates effective classroom management.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Provides advice and guidance to students outside of the classroom.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Responds to student inquiries in a timely, professional manner.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
PROFESSIONALISM AND PROFESSIONAL RESPONSIBILITIES					
Knowledgeable of and abides by District policies, procedures, and proper communication channels.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Demonstrates professionalism.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Works in a spirit of cooperation to develop and maintain a collegial atmosphere among faculty and staff.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Meets operational clerical requirements (e.g. census rosters and final grades are submitted on	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
When under contract, usually responds to email inquiries from District administrators sent to an official CR email address in a timely manner (i.e. within 3 work days).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
The following are not applicable to associate faculty:					
Completely fulfills additional responsibilities of a faculty member as described in Article III	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Participates in SLO and PLO development and assessment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Participates in professional growth activities, such as workshops, seminars, conferences, publications,	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
ADDITIONAL COMMENTS					

 Evaluator Signature

 Date

The signature below indicates this evaluation has been discussed with me, but does not necessarily constitute agreement with the content of the evaluation. I understand that if I choose, I have 10 business days to prepare a narrative statement to be attached to this document.

 Evaluatee Signature

 Date

	Strongly agree	Agree	Neutral	Disagree	Strongly Disagree	Not Applicable
INTERACTIVE TECHNIQUES						
My instructor encourages questions.	<input type="checkbox"/>					
My instructor listens attentively.	<input type="checkbox"/>					
My instructor responds effectively to questions and comments.	<input type="checkbox"/>					
My instructor encourages relevant student participation.	<input type="checkbox"/>					
My instructor encourages and guides critical thinking and analysis.	<input type="checkbox"/>					
My instructor displays flexibility and respect for the ideas of others.	<input type="checkbox"/>					
STUDENT RELATIONS						
The class atmosphere reflects mutual respect and regard.	<input type="checkbox"/>					
My instructor makes sure that students understand difficult ideas before moving on.	<input type="checkbox"/>					
My instructor is helpful when students have difficulty.	<input type="checkbox"/>					
My instructor demonstrates sensitivity to the needs and feelings of others.	<input type="checkbox"/>					
My instructor demonstrates effective classroom management.	<input type="checkbox"/>					
My instructor generally meets the class on time and as scheduled.	<input type="checkbox"/>					
My instructor generally responds to inquiries I send via email or Canvas in a timely manner.	<input type="checkbox"/>					
PROFESSIONALISM AND PROFESSIONAL RESPONSIBILITIES						
My instructor demonstrates professionalism.	<input type="checkbox"/>					
Please comment on the strengths and weaknesses of your instructor.						

	Strongly agree	Agree	Neutral	Disagree	Strongly Disagree	Not Applicable
STUDENT RELATIONS						
The librarian exhibited awareness of and sensitivity to my unique needs and background.	<input type="checkbox"/>					
The librarian treated me with respect and courtesy.	<input type="checkbox"/>					
The librarian asked questions to make sure I understood their explanations.	<input type="checkbox"/>					
The librarian was friendly and created a warm, positive atmosphere.	<input type="checkbox"/>					
If necessary, the librarian demonstrated effective techniques for resolving problems between people.	<input type="checkbox"/>					
PROFESSIONALISM AND PROFESSIONAL RESPONSIBILITIES						
My instructor demonstrates professionalism.	<input type="checkbox"/>					
Please comment on the strengths and weaknesses of this librarian:						

	Strongly agree	Agree	Neutral	Disagree	Strongly Disagree	Not Applicable
INTERACTIVE TECHNIQUES						
My counselor encourages questions.	<input type="checkbox"/>					
My counselor listens attentively.	<input type="checkbox"/>					
My counselor responds effectively to questions and comments.	<input type="checkbox"/>					
My counselor encourages me to think carefully about my educational goals and my plans for achieving those goals.	<input type="checkbox"/>					
My counselor displays respect for my ideas.	<input type="checkbox"/>					
STUDENT RELATIONS						
My counselor demonstrates respect for me.	<input type="checkbox"/>					
My counselor makes sure that I understand difficult ideas before moving on.	<input type="checkbox"/>					
My counselor is helpful when I have difficulty.	<input type="checkbox"/>					
My counselor is patient when I have difficulty.	<input type="checkbox"/>					
My counselor demonstrates sensitivity to my needs.	<input type="checkbox"/>					
My counselor is friendly, warm, and positive. Or My counselor creates a welcoming environment.	<input type="checkbox"/>					
My counselor generally responds to inquiries I send via email or Canvas in a timely manner.	<input type="checkbox"/>					
PROFESSIONALISM AND PROFESSIONAL RESPONSIBILITIES						
My counselor demonstrates professionalism.	<input type="checkbox"/>					
Please comment on the strengths and weaknesses of your counselor.						

**SCHEDULE F-3D - STUDENT EVALUATION FORM FOR LEAD LEARNING
DISABILITY SPECIALISTS**

Name of Instructor: _____ Date: _____
Course Title: _____

Your thoughtful responses to the following items will help your instructor improve their 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 their 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-4A - SELF-EVALUATION AND PROFESSIONAL DEVELOPMENT INVENTORY

To be completed by Probationary Tenure-Track Faculty during each evaluation throughout the tenure process, EXCEPT for the first evaluation.

Name of Faculty: _____ Date: _____

The purpose of this document is to provide probationary tenure-track faculty with an opportunity to reflect upon their effectiveness in their assignment and their contributions to the institutional mission. Answer all questions in reference to the period of time since your last formal evaluation. This form will be completed in all stages of a faculty member's tenure-track sequence, except in the semester of your initial evaluation.

Primary Teaching/Non-teaching Assignment

1. Provide an inventory of your activities performed since your last evaluation, including:
 - a. Classes taught/primary assignment description
 - b. Committee service
 - c. Assessment activities
 - d. Curriculum updated or developed
 - e. Other

Professional Development and Outreach

2. Describe any professional development activities you have completed since your last evaluation cycle. Explain how these activities contribute to your development as a college professor.
3. Describe any recent contributions to your discipline, including research, presentations, publications, and/or exhibitions.

Pedagogy

4. Describe any innovations or changes in pedagogy you have attempted since your last evaluation.
5. How have you utilized CLO/PLO/ILO assessment results to inform your teaching? What specific changes have you made in your classroom as a result of assessment activities?

Student Evaluations

6. Reflect on what you have learned from the student evaluations performed since your last evaluation. What changes have you or will you make in your classroom as a result of these evaluations?

Collegiality and Professionalism

7. Assess the state of collegiality and professionalism at CR in your department, division, and college. Then describe any efforts you have made to promote respectful relationships with peers, staff, administrators and/or students.

Plans, Goals, and Follow-through

8. Describe your goals and plans related to your teaching or non-teaching assignment at the college.
9. Reflect on the goals and plans you described in your previous evaluation and report on the status of those goals and plans.
10. Describe how you have addressed any recommendations made, if any, in your last evaluation.

Summary

11. Explain why you believe you are satisfactorily progressing as a probationary tenure-track faculty member and deserve to move to the next stage of the tenure process (Please limit your response to 500 words or less).

Signature of Evaluatee

Date

SCHEDULE F-4B - PROFESSIONAL ACTIVITIES INVENTORY

To be completed by Tenured and Non-Tenure Track Full-Time Temporary Faculty, during each evaluation.

Name: _____ Date: _____

Use this form to document any relevant contributions to the discipline, college, and community since your last evaluation. Items should be bulleted or numbered.

1. Activities related to course, curriculum, or program development, maintenance, or improvement. Indicate academic semesters of activity.

2. Activities related to discipline, department, division, or college initiatives. Indicate academic semesters of activity.

3. Activities related to course, program, or institutional assessment and explain how assessment data informed your teaching. Indicate academic semesters of activity.

4. Activities related to participatory institutional governance. Include committee names, roles, and terms of service.

5. Activities related to accreditation. Include approximate dates.

6. Activities related to professional development. Include approximate dates.

7. Activities related to probationary tenure-track faculty hiring and evaluation. Include approximate dates.

8. Optional: Provide any additional reflection or information you want to share with your evaluation committee.

Faculty signature _____ date _____

SCHEDULE F-4C - (OPTIONAL) ASSOCIATE FACULTY TEACHING & SELF-EVALUATION INVENTORY

OPTIONAL- May be completed by Associate Faculty, during each evaluation.

Name of Associate Faculty: _____ Date: _____

The purpose of this document is to provide associate faculty an opportunity to reflect upon and share with their AFEC their contributions to the discipline, college, and community. Completion of this form is entirely voluntary and not a required component of the evaluation process.

1. Describe any accomplishments related to your primary teaching or non-teaching assignment you would like to share with your AFEC.
2. Describe any contributions to your discipline, the college, or the community you would to share with your AFEC.
3. Describe any innovations or changes in pedagogy you have attempted that you would like to share with your AFEC.
4. Describe any professional development activities you have completed that you would like to share with your AFEC.
5. Describe any efforts you have made to promote respectful relationships with peers, staff, administrators, students.
6. Describe any challenges related to your work at the college that you would like to share with your AFEC.
7. Describe how you have addressed any recommendations made, if any, in your last evaluation.
8. Describe any goals related to your teaching or non-teaching assignment at the college that you would like to share with your AFEC.

Signature of Evaluatee

Date

**SCHEDULE F-5A - EVALUATION CONFERENCE REPORT: PROBATIONARY
TENURE-TRACK FACULTY**

To be completed by the Probationary Faculty Evaluation Committee (PFEC).

Evaluatee: _____ **Conference Date:** _____

Tenured faculty (selected by evaluatee): _____

Tenured faculty (appointed by Academic Senate): _____

Tenured faculty (appointed by Academic Senate): _____

CIO or designated administrator: _____

Attach the following documents to this form:

- F-1: Confidentiality Agreement(s)
- F-2: Faculty Evaluation form(s)
- F-4A: Self Evaluation
- Student Evaluation Summary Report(s)

CONFERENCE SUMMARY

1. Does evaluatee use assessment results to inform teaching and improve student learning? Yes No
2. Limitations/weaknesses and/or concerns noted at last evaluation:
 - a. Progress on plan to address recommendations noted at last evaluation:
3. Significant accomplishments since last evaluation:
4. Strengths noted during this evaluation:
5. Limitations/weaknesses noted during this evaluation:
6. Current areas of concern:
7. Specific plan to address limitations/weaknesses and/or concerns

EVALUATION TEAM RECOMMENDATION

YEAR 1	YEAR 2	YEAR 3	YEAR 4
<input type="checkbox"/> Evaluate during the next regular interval	<input type="checkbox"/> Evaluate during the next regular interval	<input type="checkbox"/> Evaluate during the next regular interval	<input type="checkbox"/> Grant tenure
<input type="checkbox"/> Evaluate during the next regular semester	<input type="checkbox"/> Evaluate during the next regular semester	<input type="checkbox"/> Evaluate during the next regular semester	<input type="checkbox"/> Contract nonrenewal
<input type="checkbox"/> Contract nonrenewal	<input type="checkbox"/> Contract nonrenewal		

SIGNATURES

Tenured faculty (selected by evaluatee) Date

Tenured faculty (appointed by Academic Senate): Date

Tenured faculty (appointed by Academic Senate): _____ Date

CIO or designated administrator _____ Date

The signature below indicates this evaluation has been discussed with me, but does not necessarily constitute agreement with the content of the evaluation. I understand that if I choose, I have 10 business days to prepare a narrative statement to be attached to this document.

Evaluatee _____ Response attached _____ Date

Vice President, Instruction and Student Services or designee _____ Date

SCHEDULE F-5B - EVALUATION CONFERENCE REPORT:

TENURED, ASSOCIATE, AND NON-TENURED FULL-TIME FACULTY

To be completed by the Tenured Faculty Evaluation Committee (TFEC), Associate Faculty Evaluation Committee (AFEC), and Non-Tenured Full Time Temporary Faculty Evaluation Committee (NFEC).

Evaluatee: _____ **Conference Date:** _____

Chair: _____ Faculty Administrator

Peer evaluator selected by district: (optional): _____ Faculty

Peer evaluator selected by evaluatee (optional): _____ Faculty

Attach the following documents to this form:

- F-1: Confidentiality Agreement(s)
- F-2: Faculty Evaluation form(s)
- F-4B: (tenured and non-tenured faculty) or F-4 C (optional for associate faculty)
- Student Evaluation Summary Report(s)

CONFERENCE SUMMARY

1. Does evaluatee use assessment results to inform teaching and improve student learning? Yes No
2. Limitations/weaknesses and/or concerns noted at last evaluation:
 - a. Progress on plan to address recommendations noted at last evaluation:
3. Significant accomplishments since last evaluation:
4. Strengths noted during this evaluation:
5. Limitations/weaknesses noted during this evaluation:
6. Current areas of concern:
7. Specific plan to address limitations/weaknesses and/or concerns

EVALUATION TEAM RECOMMENDATION

Tenured Faculty	Associate Faculty	Non-Tenured Full-Time
<input type="checkbox"/> Satisfactory: Evaluate at the next regular interval.	<input type="checkbox"/> Satisfactory: Recommend rehire with evaluation at the next regular interval.	<input type="checkbox"/> Satisfactory: Evaluate at the next regular interval.
<input type="checkbox"/> Needs improvement: Evaluate at the next regular interval.	<input type="checkbox"/> Needs improvement: Recommend rehire with evaluation at the next regular interval.	<input type="checkbox"/> Needs improvement: Evaluate at the next regular interval.
<input type="checkbox"/> Needs improvement: Evaluate in two semesters.	<input type="checkbox"/> Needs improvement: Recommend rehire with evaluations in two semesters.	<input type="checkbox"/> Needs improvement: Evaluate in two semesters.
<input type="checkbox"/> Needs improvement: Evaluate in the next semester.	<input type="checkbox"/> Needs improvement: Recommend rehire with evaluation in the next assigned semester.	<input type="checkbox"/> Needs improvement: Evaluate in the next semester.
	<input type="checkbox"/> Unsatisfactory: Recommend non-rehire.	<input type="checkbox"/> Unsatisfactory: Recommend non-rehire.

SIGNATURES

Chair Date

Additional evaluator (selected by district) Date

Additional evaluator (selected by evaluatee) Date

The signature below indicates this evaluation has been discussed with me, but does not necessarily constitute agreement with the content of the evaluation. I understand that if I choose, I have 10 business days to prepare a narrative statement to be attached to this document.

Evaluatee Response attached Date

Received by: Administrator Date

Vice President, Instruction and Student Services or designee Date

SCHEDULE G – APPLICATION FOR AN ADDITIONAL FACULTY SERVICE AREA

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 H – STIPEND

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, the Director of Human Resources, and any other administrators selected by the District.
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 and reassigned time may be initiated by the District.
5. That no stipend or reassigned time may be provided to a faculty or associate faculty member without approval of SARTCo.
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.

SCHEDULE I-LABORATORY COURSE TIER PLACEMENT APPLICATION

The RCCD and CRFO agree to use this form in negotiations to tier placement of laboratory courses. This form should be completed and forwarded to the appropriate dean or director. Incomplete forms will not be considered. Any changes to laboratory compensation rates takes effect the academic year following agreement on tier placement.

Course (discipline and number): _____

Application Author: _____

Faculty Consulted in the Development of this Application: _____

- Requesting Tier 1. Describe the types, quantity, and frequency of written laboratory assignments that are graded outside of lab hours that students will typically complete for this course in order to demonstrate at least one course outcome listed on the official course outline of record. Be sure to explain how these assignments are distinct from the assignments students do as part of any lecture portion of the course or its corequisite (See Article 3.3.3.5.1 for criteria):

- Requesting Tier 2. No justification required (See Article 3.3.3.5.1 for criteria).

- Requesting Tier C. No justification required (See Article 3.3.3.5.1 for criteria).

Required Attachments for Tier 1 Placement

Current Course Outline of Record

Example Syllabus, including a schedule of lab assignments

Examples of Writing Assignment Prompts

CRFO President or Designee _____	Date _____
Authorized Administrator _____	Date _____

SCHEDULE J-EARLY NOTICE OF INTENT TO RETIRE INCENTIVE PROGRAM AGREEMENT

Redwood Community College District

In accordance with the terms and conditions of Article XII: Early Notice of Intent to Retire Incentive Program, I _____ hereby submit my notice of intent to resign
(print name)

for the purpose of retirement effective _____
Month Year

I understand and agree to the following terms and conditions of the Early Notice Incentive Program:

1. The filing period for the Early Notice of Intent to Retire Incentive Program ends on May 1st annually. A notice is considered filed when received in the District Office of Human Resources;
2. If, after submitting an Early Notice of Intent to Retire Incentive Program Agreement, I change my retirement plans and submit a letter of intent to retire with an effective date that is different from the date specified on this Early Notice of Intent to Retire Incentive Program Agreement, this Early Notice of Intent to Retire Incentive Program Agreement shall be entirely disregarded. However, I understand that I may submit a new Early Notice of Intent to Retire Incentive Program Agreement by May 1st;
3. Continued eligibility for the Early Notice of Intent to Retire Incentive is conditional upon my submitting a separate irrevocable letter of intent to retire for the purpose of retirement to the Board of Trustees for the Board's formal acceptance. The letter of retirement must be submitted at least twelve months before my retirement date. **This Early Notice of Intent to Retire Incentive Program Agreement does not satisfy this requirement;** and
4. The Early Notice of Intent to Retire Incentive will be payable in the payroll following my effective date of resignation for the purpose of retirement.

Signature of Faculty Employee

Date

Campus

Division
