

AGREEMENT

BETWEEN

BOARD OF TRUSTEES

SIERRA JOINT COMMUNITY
COLLEGE DISTRICT

AND

SIERRA COLLEGE FACULTY
ASSOCIATION

July 1, 2024 – June 30, 2027

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PREAMBLE

This is an Agreement made and entered into this first day of July, 2024, between the Sierra Joint Community College District (hereinafter referred to as “District”) and the Sierra College Faculty Association (hereinafter referred to as “Association”).

Website Information

This contract is available on the Sierra College website and the Association website. Updates will be posted as amendments are made to this contract.

District Email

All faculty shall be assigned a District email address. The District email systems shall be the vehicle by which direct written communication to faculty shall occur, including regular district correspondence that requires faculty notification for matters of collective bargaining (such as notification and requests for information necessary to conduct ongoing business).

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1 **RECOGNITION**

2 The District confirms its recognition of the Association as the exclusive representative for the Faculty as
3 per Sierra Community College District Resolution No. 76-19 as amended by mutual agreement (see
4 Appendix A).

5 All newly created or modified positions, except those that are Classified, Management, Confidential, or
6 Supervisory shall be assigned to the Unit.

7 For the purpose of this Agreement, faculty members who help supervise Classified staff will not be
8 designated as a Supervisory employee.

9 The provisions of this Agreement are solely applicable to members of the bargaining unit as described in
10 this Article.

11 **SAFETY**

12 The District shall provide and maintain a safe educational environment including safe facilities and
13 equipment which shall conform and comply with all health, safety, and sanitation requirements by law.

14 The following appointments to the District's General Safety Committee shall be made by the Association:

- 15 • Two (2) faculty at large
- 16 • One (1) College Health Nurse
- 17 • One (1) Enabler for the Disabled

18 Safety problems within the jurisdiction of the Occupational Safety and Health Administration shall not go
19 to arbitration.

20 Faculty members of the District who perform a safety-rated or safety sensitive function as determined by
21 the Omnibus Transportation Employees Testing Act of 1991 shall be required to adhere to Board Policy
22 7327 and Administrative Regulation 7327 as of this date.

23 **SAVINGS PROVISION**

24 If any provision of this Agreement is held to be contrary to law by a court of competent jurisdiction, such
25 provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other
26 provisions will continue in full force and effect.

ARTICLE 1: GENERAL PROVISIONS

1 The parties shall begin to negotiate a replacement provision or provisions for any invalidated terms of the
2 Agreement within fifteen (15) working days of the new decision.

3 **SUPPORT OF AGREEMENT**

4 The District and the Association agree that it is to their mutual benefit to encourage the resolution of
5 difference through the negotiation process. It is agreed that the District and Association will support this
6 Agreement for its length.

7 **EFFECT OF AGREEMENT**

8 It is understood and agreed that the specific provisions contained in this Agreement shall prevail over
9 District practices and procedures and over State laws to the extent permitted by State law.

10 The provisions of this Agreement constitute the full, complete and sole agreement between the
11 Association and the District. The provisions of the Agreement may be altered, changed, added to, deleted
12 from or modified only through the voluntary mutual consent of the parties, unless otherwise specifically
13 provided herein, in a written signed amendment to this Agreement.

14 Such waiver does not preclude bargaining collectively for subsequent new collective bargaining
15 agreements during the term of the Agreement.

16 **CONCERTED ACTIVITIES**

17 The Association recognizes the duty and obligation of its representatives to comply with the provisions of
18 the Agreement and to make every effort toward including all faculty to do so.

19 It is understood that the Association, its officers and agents shall not suggest, encourage, or in any way
20 condone the violation of this Agreement nor any concerted activity during the term of the Agreement.

21 The Association agrees to take all necessary steps in good faith to cause faculty to cease any such actions
22 or activities.

23 It is understood that in the event this Article is violated by the Association or its agents, the District shall
24 be entitled to withdraw any rights, privileges, or services provided for in the Agreement or in District
25 policy to any faculty and/or the Association. Should this Article be violated, any action taken by the Board
26 of Trustees or Management in the event of any Association-initiated or sanctioned violation of this Article
27 by faculty who are represented by the Association, will not be subject to the grievance procedure.

28

ARTICLE 1: GENERAL PROVISIONS

1 **PARITY FOR PART-TIME TEACHING FACULTY**

2 The Association and the District believe that for part-time teaching faculty, “parity” is eighty percent of
3 full-time pay.

4 This belief is based upon our analysis of full-time faculty’s workload, which indicates that eighty percent
5 of a full-time faculty person’s work week is directly related to teaching, and the remaining twenty percent
6 is related to instructional support (committees, etc.) and professional development.

7 Parity for “senior” part-time teaching faculty should be one hundred percent of proportionate full-time
8 base pay, as we define the responsibilities of “senior” part-time faculty to correspond to those of full-time
9 faculty, including the maintenance of office hours, and participation in peer evaluations, curriculum
10 development, and shared governance.

11 **PARITY FOR PART-TIME NON-TEACHING FACULTY**

12 The Association and the District believe that “parity” for non-teaching faculty (such as counselor and
13 librarians) is ninety percent of full-time base pay.

14 **SIDE LETTER REVIEW**

15 All side letters shall be reviewed jointly on an annual basis to determine their relevancy. The side letters
16 and a record of the dates of implementation and expiration shall be maintained in the Human Resources
17 office.

18 **FORMS MANUAL**

19 All forms mentioned in this Agreement are available through the Human Resources office and are subject
20 to review and approval by the joint bargaining team.

ARTICLE 1: GENERAL PROVISIONS

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ARTICLE 2: LENGTH OF AGREEMENT

1 The agreement shall be in full force and effect until June 30, 2027; and thereafter, shall continue in effect
2 year-by-year unless one of the parties notifies the other in writing, no later than March 15th of each year,
3 of its intention to modify, amend, or terminate the Agreement. During the term of this agreement, two
4 (2) articles as determined by each party may be reopened annually. Additionally, annually the parties
5 shall negotiate salary, compensation and health and welfare benefits through the Mutual Interest
6 Negotiations Team (MINT). Upon mutual agreement of both parties, any portion of the contract may be
7 reopened and amended. During the 2024-2025 school year, the parties agree that Additional
8 Compensation (Article 12), Work Year and Calendar (Article 14) Work Load (Article 16), Evaluations
9 (Article 18), Department Chair Provision (Article 21), Distance Learning Instruction (Article 22), and
10 Appendix C (Evaluation Forms) will be reopened and it shall not count against either party as one of their
11 two (2) reopeners.

12 Except as otherwise provided, the procedures shall be the exclusive method by which this Agreement
13 shall be modified during its term.

14

15 Dated: Jul 30, 2024

16 FOR THE DISTRICT

FOR THE ASSOCIATION

17

18 *Ryan Davis*
19 Ryan Davis, Vice President – HR

Kara Perry
Kara Perry, Chief Negotiator

20

21 *William H. Duncan, IV*
22 William H. Duncan, IV
23 Superintendent/President

24

25

ARTICLE 2: LENGTH OF AGREEMENT

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ARTICLE 3: EMPLOYEE RIGHTS

1 The District and the Association recognize the rights of employees to form, join, and participate in
2 activities of employee organizations and the equal alternative right of employees to refuse to form, join,
3 and participate in such activities.

4 **Maintenance of Membership**

5 An Association member is expected to maintain membership in SCFA for the duration of the Agreement.
6 Faculty members may join the Association at any time during the Agreement. Any faculty member
7 desiring to terminate membership may only do so during the termination period from April 1 to June 30
8 of each academic year.

9

ARTICLE 3: EMPLOYEE RIGHTS

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ARTICLE 4: ASSOCIATION RIGHTS

1 **Reassign Time**

2 Each school year the District and the Association shall agree to a release time schedule for Association
3 leadership. The Association president shall designate Association members to these positions. It is the
4 responsibility of SCFA to provide the District with a list of those faculty members receiving reassigned
5 time or compensation prior to the end of the academic year for the next academic year.

6 The release time is to be used for Association business including such things as negotiations, grievances,
7 impasse proceedings, and unfair labor practice hearings with the appropriate P.E.T.B. representatives.
8 This agreement is contingent upon the District and Association continuing to work together utilizing a
9 collaborative model.

10 The Association shall be provided 1.4 FTE of annual release time. The Association may secure up to an
11 additional .8 FTE release time. This accounting shall appear as a line item in the Omniparty formula.
12 Additional release above 2.2 FTE shall be purchased by the Association with Association funds. The cost
13 of the release time shall be calculated based upon the actual replacement cost or the actual payment
14 when a stipend is paid.

15 Ordinarily, faculty serving release time appointments may either be paid or released from regular duties.
16 At no time shall a faculty member be given the option of release from regular duties if such a release
17 jeopardizes the integrity of the program.

18 **Purchase of Additional Release Time**

19 The Association may purchase from the District a maximum total of ten (10) days, in hourly increments,
20 per academic year of release time for the purpose of Association business. The Association shall
21 reimburse the District for such released time at the part-time laboratory rate.

22 A minimum of two (2) days advanced written notice shall be presented to the District.

23 **Association Access**

24 Authorized representatives of the Association shall be permitted to transact official Association business
25 on school property and utilize District facilities at all reasonable times, provided normal room utilization
26 procedures are followed and provided that such activities do not interfere with instruction.

27 **Bulletin Boards and Mailboxes**

28 The Association shall have the right to post notices of activities and matters of Association concern on
29 appropriate bulletin board spaces located in such places as the Staff Dining Room, Library, Administration
30 Building, Part-Time Faculty workroom, Staff Development, and in or adjacent to each division office. In
31 addition, the Association shall have the right to post these notices electronically through the District's
32 intranet facilities.

ARTICLE 4: ASSOCIATION RIGHTS

1 The Association may use the District mail service and faculty mailboxes for communications to Faculty. All
2 postings for bulletin boards or items for school mailboxes shall contain the date of posting or distribution,
3 and the identification of the Association together with a designated authorization by the Association
4 officer. A copy of such postings or distributions will be delivered to the Superintendent or designee, at
5 the same time as posting or distribution. The Association agrees to abide by Federal and State laws.

6 **District Equipment and Supplies**

7 The Association shall be permitted to use typewriters, copy equipment, and audio-visual equipment, and,
8 subject to availability, word processing and micro-computers provided the Association reimburses the
9 District for its cost of materials, supplies and personnel time, subject to law.

10 The Association shall have reasonable access to computerized institutional files. Access to any
11 computerized institutional files must be authorized by the President/Superintendent or designee to the
12 same extent as afforded to private citizens under the law or District policy.

13 **District Budget and Agenda**

14 The President of the Association will be supplied with two (2) copies of the District's preliminary and final
15 budget and no more than ten (10) copies of the Board agenda as soon as provided to the Board.

16 **Information**

17 The District shall provide and maintain a website displaying this Agreement. As the Agreement is
18 modified, the District must, within reasonable limits, keep the website current.

19 The District shall provide all current full-time and part-time faculty with a copy of this Agreement within a
20 reasonable amount of time after ratification by the Association and approval of the Board of Trustees.

21 During the term of this contract, new hires both full-time and part-time faculty shall be provided a copy of
22 this Agreement.

23 Periodic updates to provisions of this Agreement shall be distributed by the District within a reasonable
24 period of time after ratification by the Association and approval of the Board of Trustees.

25 **Association Representatives**

26 The Association shall provide the District with the names of Association-designated representative and
27 shall indicate their authorized area of responsibility. The District agrees to deal only with the designated
28 representatives as submitted by the Association in all matters relating to grievance and the terms and
29 conditions of employment as set forth in this Agreement.

30 **Office Space**

31 The Association shall be entitled to the use of office space for the purpose of conducting Association
32 business and to meet privately with faculty.

ARTICLE 4: ASSOCIATION RIGHTS

- 1 The District shall furnish the office with a desk, chairs, and a filing cabinet.
- 2 The Association, at its expense, will provide any additional equipment and office supplies.
- 3

ARTICLE 4: ASSOCIATION RIGHTS

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ARTICLE 5: DISTRICT RIGHTS

1 It is understood and agreed that the District retains all of its powers and authority to direct, manage, and
2 control the business of the district to the full extent of the law, unless limited by the specific and express
3 terms of this Agreement, and then only to the extent such specific and express terms are in conformance
4 with the law.

5 In cases of emergency, however, the District may take reasonable action which might otherwise amend
6 this Agreement for the duration of the emergency. Before taking such action, the District must make
7 every reasonable effort to consult with the Association concerning what appropriate action should be
8 taken.

9 An emergency shall be defined as an unforeseen set of circumstances that would constitute imminent
10 danger to personnel and property such as fire, flood, and other acts of God.

11

ARTICLE 5: DISTRICT RIGHTS

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ARTICLE 6: PAYROLL DEDUCTIONS

- 1 The District will deduct membership dues from the pay of faculty and forward the amount collected to the
- 2 Association.

- 3 The District shall not be obligated to effect new, changed, or discontinued deductions until the pay period
- 4 commencing fifteen (15) days or more after formal notification from the Association.

- 5 The District shall make other deductions which are approved by the District and authorized by the
- 6 employee.

- 7

ARTICLE 6: PAYROLL DEDUCTIONS

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ARTICLE 7: PROHIBITION OF SEXUAL HARASSMENT AND COMPLAINT PROCEDURE

1 The procedure for filing and processing of complaints of sexual harassment found in Board Policy (BP
2 3430) on sexual harassment is adopted and incorporated into this Agreement by reference.

3

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ARTICLE 7: PROHIBITION OF SEXUAL HARASSMENT AND COMPLAINT PROCEDURE

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ARTICLE 8: NONDISCRIMINATION AND NO REPRISALS

1 **Nondiscrimination Policy**

2 The District and the Association agree that neither Party shall unlawfully discriminate against faculty in
3 accordance with applicable laws and policies.

4 **Physical or Mental Disability**

5 The District and the Association agree that a “physical or mental disability” shall mean any injury or illness
6 as defined under the Americans with Disabilities Act or Rehabilitation Act of 1973, 1990, and 2000, as
7 amended which would require an individual employee to receive “reasonable accommodation” under the
8 law that does not impose an undue hardship on the organization.

9 **No Reprisals and Unfair Labor Practices**

10 The District and the Association agree that neither party shall unlawfully discriminate against faculty
11 because of their participation or lack of participation in Association activities. The District and the
12 Association agree not to take reprisals against members of the Association for lawful exercise of rights
13 guaranteed by Government Code Section 3542, et seq. regarding the Agreement, including but not limited
14 to the grievance procedure, etc.

15 Employees who believe an unfair practice has been committed in their area are encouraged to contact
16 the Association. The Association agrees whenever possible, consistent with filing deadlines, to contact
17 the Chief Human Resources Officer in advance of filing the unfair practice charge and the parties agree to
18 attempt to resolve the issue using interest-based methods. If the charge must be filed in advance of the
19 notification, the parties agree to attempt to resolve the issue using interest-based methods in advance of
20 a hearing.

21 Violations by the District or the Association of rights guaranteed by Government Code Section 3542, et
22 seq. (the Educational Employment Relations Act) may be unfair labor practices. Unfair practice charges
23 are adjudicated by the State of California, Public Employment Relations Board and should be filed with
24 that board.

25 **Grievance Article Applicability**

26 The parties agree that any alleged violations of District policies regarding nondiscrimination or physical or
27 mental disability will not be subject to the grievance procedure set forth in Article 19 of this Collective
28 Bargaining Agreement, unless the claim is based solely on discrimination in the administration of this
29 Agreement. Allegations of discrimination will be processed through the District’s complaint procedure as
30 provided in the Sierra College District Faculty and Staff Equal Employment Opportunities Plan.

31 Allegations of sexual harassment and any discipline resulting therefrom, will be processed through the
32 District’s then current policy prohibiting sexual harassment and complaint procedure.

33

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ARTICLE 8: NONDISCRIMINATION AND NO REPRISALS

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ARTICLE 9: SALARY SCHEDULES

1 **Publication of Salary Schedules**

2 The salary schedules shall be published on the website.

3 **Full-Time Faculty**

4 Salary Schedule (effective July 1, 2024)

	Class B CCC Credential OR Minimum Qualifications as listed on the Disciplines List OR Bachelor's Degree plus 40 units	Class C A Bachelor's Degree plus 60 semester units OR A CCC Instructor Credential AND a Bachelor's Degree plus 20 semester units	Class D A Bachelor's Degree plus 80 semester units	Class E Earned Doctorate PhD, EdD, JD
Track I				
Track II	A Master's Degree	A Master's Degree plus 20 semester units	A Master's Degree plus 40 semester units	
1	\$ 54,966.86	\$ 57,715.20	\$ 60,600.97	\$ 63,631.02
2	\$ 57,715.20	\$ 60,600.97	\$ 63,631.02	\$ 66,812.56
3	\$ 60,600.97	\$ 63,631.02	\$ 66,812.56	\$ 70,153.20
4	\$ 63,631.02	\$ 66,812.50	\$ 70,153.20	\$ 73,660.86
5	\$ 66,812.56	\$ 70,153.20	\$ 73,660.86	\$ 77,343.90
6	\$ 70,153.20	\$ 73,660.86	\$ 77,343.90	\$ 81,211.08
7	\$ 73,660.86	\$ 77,343.90	\$ 81,211.08	\$ 85,271.64
8	\$ 77,343.90	\$ 81,211.08	\$ 85,271.64	\$ 89,535.23
9	\$ 81,211.08	\$ 85,271.64	\$ 89,535.23	\$ 94,011.99
10	\$ 85,271.64	\$ 89,535.23	\$ 94,011.99	\$ 98,712.59
11	\$ 89,535.23	\$ 94,011.99	\$ 98,712.59	\$ 103,648.22
12		\$ 98,712.59	\$ 103,648.22	\$ 108,830.63
13			\$ 108,830.63	\$ 114,272.16
14			\$ 114,272.16	\$ 119,985.75

5 Faculty with earned Doctorates from regional institutional accrediting organizations shall be placed in the
6 E column of the Salary Schedule provided that the Doctorate is *relevant to the curriculum* they are
7 employed to teach. Once placed in the E Column, regardless of future assignments, the faculty member
8 will remain.

9 Should a faculty member be denied placement and challenge the determination by the Human Resources
10 Department, an appeal can be submitted in writing to the Chief Human Resources Officer (CHRO).

11 Appeals must be filed within 20 days of notification of denial. The appeal must be made in writing and

ARTICLE 9: SALARY SCHEDULES

1 include the reason for the challenge and appropriate documentation to support the challenge claim. The
2 CHRO will convene an Ad Hoc committee comprised of the CHRO, the SCFA President, and a full-time
3 faculty member appointed by SCFA who is teaching in the curriculum area. If no full-time faculty member
4 is assigned to the area, the CHRO and SCFA President will mutually agree upon the appointment of a third
5 faculty. The committee will utilize the consensus model to reach a decision regarding the placement, and
6 their decision shall be the final authority with regard to this matter.

7 **Longevity – Salary Adjustments**

8 A full-time faculty member will be granted longevity pay for all years of full-time service whether they are
9 consecutive or non-consecutive on the following basis:

10 An employee commencing his/her 10th year of service with the District: 4% above base pay.

11 An employee commencing his/her 15th year of service with the District: 8.16% above base pay.

12 An employee commencing his/her 20th year of service with the District: 12.49% above base pay.

13 An employee commencing his/her 24th year of service with the District: 16.99% above base pay.

14 **Emeritus Faculty**

15 Retired full-time faculty members who are re-employed by the District as instructional or special services
16 faculty in accordance with the provision of Education Code Section 23919 referring to earnings
17 limitations, shall start at their placement on the part-time faculty salary schedule at the time of
18 retirement. Subsequent movement on the salary schedule shall follow the part-time process.

19

ARTICLE 9: SALARY SCHEDULES

1 The salary schedules shall be published on the website.

2 **Full-Time Faculty – Counselor 190 Days**

3 Salary Schedule (effective July 1, 2024)

	Class B CCC Credential OR Minimum Qualifications as listed on the Disciplines List OR Bachelor’s Degree plus 40 units	Class C A Bachelor’s Degree plus 60 semester units OR A CCC Instructor Credential AND a Bachelor’s Degree plus 20 semester units	Class D A Bachelor’s Degree plus 80 semester units	Class E Earned Doctorate PhD, EdD, JD
Track I				
Track II	A Master’s Degree	A Master’s Degree plus 20 semester units	A Master’s Degree plus 40 semester units	
1	\$ 59,678.31	\$ 62,662.22	\$ 65,795.34	\$ 69,085.11
2	\$ 62,662.22	\$ 65,795.34	\$ 69,085.11	\$ 72,539.35
3	\$ 65,795.34	\$ 69,085.11	\$ 72,539.35	\$ 76,166.33
4	\$ 69,085.11	\$ 72,539.35	\$ 76,166.33	\$ 79,974.65
5	\$ 72,539.35	\$ 76,166.33	\$ 79,974.65	\$ 83,973.38
6	\$ 76,166.33	\$ 79,974.65	\$ 83,973.38	\$ 88,172.03
7	\$ 79,974.65	\$ 83,973.38	\$ 88,172.03	\$ 92,580.64
8	\$ 83,973.38	\$ 88,172.03	\$ 92,580.64	\$ 97,209.68
9	\$ 88,172.03	\$ 92,580.64	\$ 97,209.68	\$ 102,070.16
10	\$ 92,580.64	\$ 97,209.68	\$ 102,070.16	\$ 107,173.67
11	\$ 97,209.68	\$ 102,070.16	\$ 107,173.67	\$ 112,532.35
12		\$ 107,173.67	\$ 112,532.35	\$ 118,158.97
13			\$ 118,158.97	\$ 124,066.92
14			\$ 124,066.92	\$ 130,270.24

4 Faculty with earned Doctorates from regional institutional accrediting organizations shall be placed in the
 5 E column of the Salary Schedule provided that the Doctorate is *relevant to the curriculum* they are
 6 employed to teach. Once placed in the E Column, regardless of future assignments, the faculty member
 7 will remain.

8 Should a faculty member be denied placement and challenge the determination by the Human Resources
 9 Department, an appeal can be submitted in writing to the Chief Human Resources Officer (CHRO).
 10 Appeals must be filed within 20 days of notification of denial. The appeal must be made in writing and
 11 include the reason for the challenge and appropriate documentation to support the challenge claim. The
 12 CHRO will convene an Ad Hoc committee comprised of the CHRO, the SCFA President, and a full-time
 13 faculty member appointed by SCFA who is teaching in the curriculum area. If no full-time faculty member

ARTICLE 9: SALARY SCHEDULES

1 is assigned to the area, the CHRO and SCFA President will mutually agree upon the appointment of a third
2 faculty. The committee will utilize the consensus model to reach a decision regarding the placement, and
3 their decision shall be the final authority with regard to this matter.

4 **Longevity – Salary Adjustments**

5 A full-time faculty member will be granted longevity pay for all years of full-time service whether they are
6 consecutive or non-consecutive on the following basis:

7 An employee commencing his/her 10th year of service with the District: 4% above base pay.

8 An employee commencing his/her 15th year of service with the District: 8.16% above base pay.

9 An employee commencing his/her 20th year of service with the District: 12.49% above base pay.

10 An employee commencing his/her 24th year of service with the District: 16.99% above base pay.

11 **Emeritus Faculty**

12 Retired full-time faculty members who are re-employed by the District as instructional or special services
13 faculty in accordance with the provision of Education Code Section 23919 referring to earnings
14 limitations, shall start at their placement on the part-time faculty salary schedule at the time of
15 retirement. Subsequent movement on the salary schedule shall follow the part-time process.

16

ARTICLE 9: SALARY SCHEDULES

1 Part-Time Faculty and Full-Time Faculty Overload

2 Salary Schedule (effective July 1, 2024)

3 Class C & D are assigned subsequent to the awarding of an MA. Class E is assigned subsequent to the
4 awarding of an earned doctorate.

5 Lecture Rate

	Class B CCC Credential OR Minimum Qualifications as listed on the Disciplines List OR Bachelor's Degree plus 40 units	Class C A Bachelor's Degree plus 60 semester units OR A CCC Instructor Credential AND a Bachelor's Degree plus 20 semester units	Class D A Bachelor's Degree plus 80 semester units	Class E Earned Doctorate PhD, EdD, JD
Track I				
Track II	A Master's Degree	A Master's Degree plus 20 semester units	A Master's Degree plus 40 semester units	
Units Experience	B	C	D	E
0 to < 30	\$77.44	\$81.32	\$85.37	\$89.63
30 to < 60	\$78.21	\$82.11	\$86.23	\$90.53
60 to < 90	\$79.00	\$82.95	\$87.08	\$91.44
90 to < 120	\$79.77	\$83.76	\$87.95	\$92.35
120 to < 150	\$80.59	\$84.61	\$88.84	\$93.26
150 to < 180	\$82.17	\$86.29	\$90.61	\$95.15
180 to < 210	\$83.83	\$88.02	\$92.43	\$97.05
210 to < 240	\$85.51	\$89.78	\$94.26	\$98.98
240 to < 270	\$87.20	\$91.57	\$96.15	\$100.97
270 to < 300	\$90.41	\$94.92	\$99.67	\$104.66
300 to < 330	\$94.91	\$99.66	\$104.65	\$109.86
330 to < 360	xx	\$104.65	\$109.86	\$115.38
360 to < 390	xx	xx	\$115.38	\$121.14
390 or more	xx	xx	\$121.14	\$127.21

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ARTICLE 9: SALARY SCHEDULES

1 **Lab Rate** (effective July 1, 2024)

2 3 4 5 6 7 8 9 10 11 12	Track I	Class B CCC Credential OR Minimum Qualifications as listed on the Disciplines List OR Bachelor's Degree plus 40 units	Class C A Bachelor's Degree plus 60 semester units OR A CCC Instructor Credential AND a Bachelor's Degree plus 20 semester units	Class D A Bachelor's Degree plus 80 semester units	Class E Earned Doctorate PhD, EdD, JD
13 14 15	Track II	A Master's Degree	A Master's Degree plus 20 semester units	A Master's Degree plus 40 semester units	
16 17	Units Experience	B	C	D	E
18	0 to < 30	\$58.08	\$60.99	\$64.03	\$67.22
19	30 to < 60	\$58.66	\$61.58	\$64.67	\$67.90
20	60 to < 90	\$59.25	\$62.21	\$65.31	\$68.58
21	90 to < 120	\$59.83	\$62.82	\$65.96	\$69.26
22	120 to < 150	\$60.44	\$63.46	\$66.63	\$69.95
23	150 to < 180	\$61.63	\$64.72	\$67.96	\$71.36
24	180 to < 210	\$62.87	\$66.02	\$69.32	\$72.79
25	210 to < 240	\$64.13	\$67.34	\$70.70	\$74.24
26	240 to < 270	\$65.40	\$68.68	\$72.11	\$75.73
27	270 to < 300	\$67.81	\$71.19	\$74.75	\$78.50
28	300 to < 330	\$71.18	\$74.75	\$78.49	\$82.40
29	330 to < 360	xx	\$78.49	\$82.40	\$86.54
30	360 to < 390	xx	xx	\$86.54	\$90.86
31	390 or more	xx	xx	\$90.86	\$95.41

32 (xx) Note: Maximum pay rate for Column B is Range 11 and maximum pay rate for Column C is Range 12.
33
34
35

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37
38 Faculty with earned Doctorates from regional institutional accrediting organizations shall be placed in the
39 E column of the Salary Schedule provided that the Doctorate is *relevant to the curriculum* they are
40 employed to teach. Once placed in the E Column, regardless of future assignments, the faculty member
41 will remain.

42 Should a faculty member be denied placement and challenge the determination by the Human Resources
43 Department, an appeal can be submitted in writing to the CHRO. Appeals must be filed within 20 days of
44 notification of denial. The appeal must be made in writing and include the reason for the challenge and
45 appropriate documentation to support the challenge claim. The CHRO will convene an Ad Hoc committee
46 comprised of the CHRO, the SCFA President, and a full-time faculty member appointed by SCFA who is

ARTICLE 9: SALARY SCHEDULES

1 teaching in the curriculum area. If no full-time faculty member is assigned to the area, the CHRO and
2 SCFA President will mutually agree upon the appointment of a third faculty member. The committee will
3 utilize the consensus model to reach a decision regarding the placement, and their decision shall be the
4 final authority with regard to this matter.

5 **Adult Non-Credit Courses**

6 (Sierra Emeritus College)

7 The rate of pay for faculty teaching adult non-credit courses shall be fixed at a multiplier of .5 of the part-
8 time hourly rate based upon Track II, Class C, 240 to <270 units as described in the part-time faculty
9 lecture rate salary schedule in the Collective Bargaining Agreement. This step and column remains
10 constant for all adult non-credit instruction with modification only by negotiated adjustments to the Part-
11 Time Faculty Salary Schedule.

12 It is further agreed that the hourly rate is based upon the Carnegie Unit of a 50 minute hour, consistent
13 with the hourly rate calculation prescribed for regular academic faculty.

14 **Non-Credit Career Development & College Preparation Courses (CDCP)**

15 The rate of pay for faculty teaching a non-credit CDCP course that has been approved by the Curriculum
16 Committee, District and Chancellors Office as eligible for enhanced funding will be the same as that for
17 credit courses.

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ARTICLE 9: SALARY SCHEDULES

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1 **NEW FULL-TIME FACULTY, INITIAL CLASSIFICATION**

2 **Track Placement**

3 A faculty member will be placed in the track that gives maximum credit for the degrees held and
4 subsequent units earned subject to the limitations in Article 11.

5 **Class Placement**

6 A faculty member holding a valid California Community College Credential OR possesses the appropriate
7 minimum qualifications on the Disciplines List OR has a Bachelor's degree plus 40 semester units will be
8 placed in Class B. Placement in Class C or D will be based on degree(s) held, and/or units completed
9 subsequent to degree(s) subject to the limitations description in Article 11.

10 **Step Placement**

- 11 • A faculty member will receive year-for-year credit for full-time teaching experience.
- 12 • A faculty member will receive credit for all part-time teaching experience as the percentage
13 of a load relates to a full-time assignment.
- 14 • A faculty member will receive one year of teaching experience credit for every two years of
15 related full-time work experience.
- 16 • No more than seven (7) steps will be granted at the time of original hire without special
17 action by the Sierra College Board of Trustees. Effective July 1, 1993, minimum placement
18 will be Step 5. Maximum placement will be Step 8.

19 **Verification Period**

20 A new faculty member has six (6) calendar months from the date of original hire, excluding the months of
21 June, July, and August, to apply for credit for degrees, units, teaching, and work-related experiences
22 gained prior to employment at Sierra College and not considered at date of original hire. Initial
23 classification placement will be made by the Human Resources Department. Any disputes not mutually
24 resolved at the Human Resources level will be referred to the Joint Review Committee. Any changes in
25 initial placement within the first six month period will be retroactive to the date of first hire. The result of
26 the final salary placement is not a matter for grievance.

27 Placement on the salary schedule is subject to verification of experience and education. In the event that
28 final salary placement is different than the step and column on the current salary schedule, the salary will
29 be adjusted (up or down) retroactively to the first day of first paid service.

30 **New Part-Time Faculty, Initial Classification**

31 Part-time faculty and full-time faculty teaching an overload will receive up to seven (7) years of full-time
32 and/or part-time teaching experience. Placement on the part-time schedule will be done at initial hire.
33 Faculty must submit verification relative to the percentage of a load taught at other institutions to the
34 Human Resources Department.

ARTICLE 10: INITIAL SALARY PLACEMENT

1 The Human Resources Department will make the initial judgment for placement on the part-time salary
2 schedule.

3 Credit will be given for teaching at accredited institutions of higher education. Credit may be given for
4 teaching at other post-secondary institutions, public, and private elementary and secondary schools, or
5 equivalent.

6 Credit may be given for vocational/technical experience related to the teaching assignment on a two year
7 for one-year basis (2 years' experience = 1-year credit).

8 Placement on the part-time faculty hourly schedule is subject to verification by the Human Resources
9 Department of teaching experience. The Joint Review Committee will decide disputes as to proper
10 placement on the part-time hourly schedule and the Faculty Employees' Reclassification Committee
11 (FERC) will determine questions as to the appropriateness of coursework for salary schedule
12 advancements. The result of the final salary placement is not a matter for grievance.

13 **Verification Period**

14 A new part-time faculty member has six (6) calendar months from the date of original hire, excluding the
15 months of June, July, and August, to apply for credit for degrees, units, teaching, and work-related
16 experiences gained prior to employment at Sierra College and not considered at date of original hire.
17 Initial classification placement will be made by the Human Resources Department. Any disputes not
18 mutually resolved at the Human Resources level will be referred to the Joint Review Committee. Any
19 changes in initial placement within the first six month period will not be retroactive. The result of the
20 final salary placement is not a matter for grievance.

21 **Joint Review Committee**

22 A review Committee consisting of the Chief Human Resources Officer and one tenured faculty member
23 appointed by SCFA and a third member jointly selected by the SCFA appointee and the Chief Human
24 Resources Officer.

25 **Faculty Employees' Reclassification Committee**

26 The Faculty Employees' Reclassification Committee (FERC) is the recognized body having responsibility for
27 making recommendations to the Superintendent/President, in matters dealing with the awarding of units
28 for salary reclassification.

1 **Application for Reclassification**

2 After initial placement on the salary schedule, faculty members may advance by means of approved
3 coursework, projects and/or institutes. Applications will be due to the Faculty Employees’ Reclassification
4 Committee (FERC) on the first business day of March, May, July, September, November, and December;
5 applicants will normally be notified of the committee’s decision within two weeks. If the committee
6 needs additional information, the faculty member may be asked to submit documentation or meet with
7 the committee.

8 **Verification of Successful Completion**

9 Once an approved course or project is successfully completed, appropriate verification must be provided
10 to FERC:

- 11 • For courses; transcripts, a certificate of completion, or similar documentation
- 12 • For project; documentation of project completion and a log of project hours

13 **Effective Date of Reclassification**

14
15 Once appropriate documentation has been provided, movement on the full-time part-time, or full-time
16 overload salary schedule will occur at the beginning of the following Fall semester. Proof of completion
17 must be received by 7/1.

18 **Units**

19 All units applied for salary advancement on the Faculty Salary Schedule must meet the following
20 conditions:

- 21 • All upper and lower division courses, except those preapproved by FERC, required prior approval.
- 22 • At least 10 of the required 20 units needed for movement on the salary schedule must be upper
23 division or graduate level work. This work may be in credit courses, extension courses, and/or
24 approved projects.
- 25 • With prior FERC approval, a maximum of 10 units of lower division courses or projects (as
26 defined in this article) may be used for each salary reclassification by column.
- 27 • When a faculty member accrues more than the required 20 units from a combination of units
28 described above, those in excess of 20 will be applied toward future FERC credit (lower division
29 units will only be applied to future lower division FERC credit).
- 30 • FERC units will be earned in the following increments:

31 Classes*: 18 hours = 1 unit (lower or upper as stated in the college catalog)
32 Projects: 54 hours = 1 unit (except for private lessons which are calculated at 18 hours
33 = 1 unit)
34 Institutes: variable lower or upper division units

35 *Continuing Education Units (CEUs) for FERC purposes are calculated on the Carnegie unit, where 54
36 hours of instruction/out of class work in any combination is equivalent to 1 unit. Some institutions may

1 advertise courses with a higher unit value but the FERC will determine the unit value of particular CEU
2 courses(s). Continuing education includes, but is not limited to, professional development classes and
3 many extension-type courses.

4 **MEANS OF ACQUIRING UNITS FOR RECLASSIFICATION**

5 Reclassification units may be acquired through courses that FERC has preapproved for all faculty, courses
6 that a faculty member individually requests for approval, projects, or approved institutes. Any
7 coursework or other project for which the District compensates a faculty member cannot be claimed for
8 FERC credit. This includes coursework or projects completed as part of an approved sabbatical. (Note:
9 The district paying for, or reimbursing for, expenses associated with training, or a project does not
10 disqualify that training or project from receiving FERC credit.)

11 **1. Course Preapproved by FERC**

12 If FERC determines that a particular course will be of benefit to faculty members in any discipline, the
13 committee may place it on a list of preapproved courses. Any faculty member may take courses on the
14 list for upper or lower division FERC credit (as determined by the committee). FERC credit will
15 automatically be granted when verification of completion is provided. Each course on the list may be
16 taken only once for FERC credit. Any costs associated with the course will be borne by the faculty
17 member.

18 FERC will periodically review the list and add or remove course as it determines appropriate. The list will
19 be maintained by the Instruction Office and posted in MySierra or another place accessible to Sierra
20 faculty. If a course is removed from the list for any reason, a faculty member who began the course prior
21 to its removal will be granted FERC credit.

22 **2. Individually Approved Courses**

23 Faculty members may request FERC credit for coursework relevant to their assignment. As part of the
24 application process, faculty members will be asked to provide documentation that the course has
25 appropriate rigor for upper or lower division credit. This documentation may include a syllabus, course
26 outline of record, course outcomes, communication from the instructor, etc. Online courses are expected
27 to meet the USDE definition of distance education. FERC will use documentation provided by the faculty
28 member to determine if continuing education courses are upper or lower division.

29 **Course Requirements**

- 30 • Upon completion of an approved course, the faculty member must provide evidence of
31 satisfactory completion. All courses will be counted to the appropriate decimal value unit of
32 credit.
- 33 • All units must be relevant to the faculty member's assignment, either through
- 34 • Discipline specific coursework;
- 35 • Coursework related to the learning of specific student populations the faculty member works
36 with or expects to work with;

ARTICLE 11: SALARY ADVANCEMENT

- 1 • Coursework dealing with pedagogic or andragogic methodologies appropriate to higher
- 2 education; or
- 3 • Other relevant courses that improve faculty members' competence in their assignment.

4 Notes:

5 Courses intended for K-12 educators may be considered for approval if they are directly relevant to

6 college learners.

7 Lower-division courses falling within a faculty member's own discipline may be considered if they can be

8 shown to address a gap in the applicant's exiting coursework or a need to update knowledge/skills.

9 Courses that are submitted by full-or-part-time faculty for credit toward salary reclassification must be

10 completed at accredited institutions. [NOTE: Exceptions may be considered by FERC.] Any requests for

11 exceptions must include full justification.

12 A faculty member cannot receive FERC credit for classes which are the same as (or substantially similar

13 to) classes that the faculty member completed in the course of obtaining a degree(s) or for which the

14 faculty member was previously given FERC credit.

15 **3. Projects**

16 All project proposals must receive prior approval of FERC. Upon completion of any project, the faculty

17 member will return to FERC for an evaluation and determination, by the committee, of the final number

18 and level of units to be awarded. Faculty may earn upper or lower division credit for the completion of

19 projects based on the complexity of the project, in the professional judgment of FERC committee

20 members. For approval of a project the faculty member's application must provide justification which

21 addresses the value of the project.

22 If a faculty member who has completed a project for FERC credit subsequently applies for credit for a

23 project with a similar topic, the application must explain how the second project is substantively different

24 from the first.

25 **PROJECT DEFINITIONS**

26 **Original Scholarly Works**

27 Original scholarly works that are evident products of substantial research and editing, and which are

28 published by a commercial publishing company, may receive a maximum of 10 semester units of credit as

29 upper or lower division upon completion and publication. An author may receive schedule credit for a

30 **Creative Arts Projects**

31 Creative arts projects in the liberal or practical arts, for which credit has not been granted by any other

32 college or university may receive a maximum of ten (10) semester units in either upper or lower division

33 upon completion of the project. FERC will act as an evaluation panel and may request aid of established

34 experts in the field of study. In addition, the application for unit credit must be accompanied by:

- 35 • A portfolio or literary manuscript, or original musical composition, or the equivalent of any of the
- 36 preceding, and

- 1 • A written exposition of the artistic theme, thesis, or development which is explored in the
2 project, and the relationship of the project to the improvement of instruction and/or service.

3 **Private Lessons**

4 Advanced, private lessons completed in a faculty member's assigned area will be counted as one semester
5 unit of credit for each 18 hours of such lessons. Verification must be submitted in writing; a maximum of
6 six (6) semester units of lower division may be awarded upon completion of lessons.

7 **Other Projects**

8 Other projects, for which credit has not been granted at any other college or university, may receive a
9 maximum of ten (10) semester units of either upper or lower division credits. Applicant must
10 demonstrate that the work accomplished is substantial and involves educational innovation and credits
11 will be awarded upon completion of the project.

12

13 **4. Institutes**

14 **Participant Credit**

15 Sierra College offers a variety of institutes that are open to all faculty members (subject to application
16 process and space limitations). FERC establishes the number of upper- or lower-division units that will be
17 granted for each institute and credit is awarded upon completion. The list of approved institutes is
18 maintained by the Instruction Office.

19 Faculty who chose to receive a stipend, released time or flex credit for attendance at a Sierra College
20 institute may not additionally earn units for salary advancement (FERC credit) for attending the institute.
21 A faculty member can receive FERC credit for each institute only one time.

22 **Establishment of FERC credit for Newly-Created Institutes**

23 FERC approval must be obtained prior to the start of the first offering of any new institute.

ARTICLE 12: ADDITIONAL COMPENSATION

1 Head and Assistant Coaches

2 Head coaching duties include pre-season practice, vacation practice, scouting/recruiting, evening and
 3 weekend competition, travel, supporting student-athlete academic success, administrative duties and
 4 other related coaching duties outside of a faculty assignment. Evaluation of head coaches will follow the
 5 evaluation process as outlined in Article 18.

6 Assistant coach duties include pre-season practice, vacation practice, scouting/recruiting, evening and
 7 weekend competition, travel, supporting student-athlete academic success, and other related coaching
 8 duties. Evaluation of assistant coaches (including assistant coaches employed as faculty and those who
 9 are not employed as faculty) will follow the evaluation process outlined in Article 18.

10 All Head and Assistant Coaches are eligible to receive a single stipend according to the chart below. Each
 11 head and assistant coach shall receive only one (1) stipend per sport coached. Stipends are non-
 12 transferrable.

Sport	Head Coach Maximum Total # and \$ Amount of Stipends	Assistant Coaches Maximum Total Asst. Coaches/Sport	Level A Assistant Coaches Maximum Level A Asst. Coaches and \$ Amount of Stipends	Level B Assistant Coaches Maximum Level B Asst. Coaches and \$ Amount of Stipends
TIER 1 SPORTS				
Baseball	1 @ \$10800	3	1 @ \$6500	2 @ \$3500 each
Basketball (men's)	1 @ \$10800	2	1 @ \$6500	1 @ \$3500
Basketball (women's)	1 @ \$10800	2	1 @ \$6500	1 @ \$3500
Football	1 @ \$10800	6	4 @ \$6500 each	2 @ \$3500 each
Soccer (women's)	1 @ \$10800	2	1 @ \$6500	1 @ \$3500
Softball	1 @ \$10800	3	1 @ \$6500	2 @ \$3500 each
TIER 2 SPORTS				
Diving	N/A	1	1 @ \$5508	N/A
Swimming (men's)	1 @ \$9180	1	1 @ \$5508	N/A
Swimming (women's)	1 @ \$9180	1	1 @ \$5508	N/A
Volleyball (women's)	1 @ \$9180	1	1 @ \$5508	N/A
Water Polo (men's)	1 @ \$9180	1	1 @ \$5508	N/A
Water Polo (women's)	1 @ \$9180	1	1 @ \$5508	N/A
Wrestling	1 @ \$9180	1	1 @ \$5508	N/A
Sand Volleyball (women's)	1 @ \$9180	1	1 @ \$5508	N/A
TIER 3 SPORTS				
Cross Country (women's)	1 @ \$7560	1	1 @ \$4536	N/A
Track & Field (women's)	1 @ \$7560	1	1 @ \$4536	N/A
Golf (men's)	1 @ \$7560	0	N/A	N/A
Golf (women's)	1 @ \$7560	0	N/A	N/A
Tennis (women's)	1 @ \$7560	1	1 @ \$4536	N/A

13

14

ARTICLE 12: ADDITIONAL COMPENSATION

1 *[It should be noted that the table above becomes effective on July 1, 2023, and incorporates the changes*
2 *from both the Memorandum of Understanding between the Parties regarding Athletic Coaching Stipends*
3 *entered into during the 2022-2023 school year as well as the 8% salary increase included in the salary*
4 *schedule for Full-Time Faculty included in Article 9 of this Agreement effective July 1, 2023. Once this*
5 *clarifying language has been included in the Collective Bargaining Agreement (“CBA”) for one full school*
6 *year (the 2023-2024 school year), this clarifying language, within the brackets, will be automatically*
7 *removed from the CBA.]*

8 In subsequent years, (beyond the 2023-2024 school year) the Head Coach Stipend amount described in
9 the table above will be modified by the same Salary adjustment as is applied to the Full-Time Faculty
10 Salary Schedule in Article 9 of this CBA and rounded to the nearest dollar. The stipend amount for the
11 Level A Assistant Coaches will be set at 60% of the Head Coach amount for each Tier and rounded to the
12 nearest dollar. The stipend amount for the Tier 1 Level B Assistant Coach will be set at 53.8% of the Tier 1
13 Level A Assistant Coach amount and rounded to the nearest dollar. *[It should be noted that where the Tier*
14 *1 Level A Assistant Coach is above the 60% ratio with the Tier 1 Head Coach, which is currently the case,*
15 *the Tier 1 Level A Assistant Coach will stay at its current amount (not reduced) until such time as the Tier 1*
16 *Head Coach amount has moved up enough to set the 60% amount in place. Once the 60% amount has*
17 *been set in place, this clarifying language, within the brackets, will be automatically removed from the*
18 *CBA.]*

19 The three tiers are determined by the number of student-athletes, the length of the competitive season,
20 and number of evenings and weekends required.

21 The AEA, in consultation with the head coach, has the discretion to determine placement of assistant
22 coaches in either Level A or B. Placement of assistant coaches in Level A or B shall not be subject to
23 Article 19: Dispute Resolution and Grievances.

24 Coaching stipends do not count toward the limitation of part-time faculty employment (65%) as described
25 in Article 16, nor is the assignment creditable for step movement on the part-time hourly schedule.

26 **SCCP Facilitation**

27 Full-time faculty who are appointed to facilitate up to three (3) collaborative processes for the District in
28 an academic year shall receive a stipend of 5% of Class B, Step 2 on the full-time Faculty Salary Schedule.
29 This stipend is provided to those faculty members who have been jointly nominated by the Association
30 and the District. The number of appointments for the academic year will be made jointly by the
31 Association and the District on or about the start of the Fall Semester.

32 Consideration to be appointed as a facilitator includes observable experience as an apprentice facilitator
33 and experience as a trainer/facilitator in an off-campus training session on the collaborative process.
34 Stipends will be paid at the end of each school year subject to verification of participation in the above.

35

ARTICLE 12: ADDITIONAL COMPENSATION

1 **Internship/Career Supervision Program**

2 Full-time and part-time faculty (faculty) members participating in the Internship/Career Supervision
3 Program will be paid four (4) hours at the laboratory rate of each student.

4 Faculty will be allowed up to a maximum of twenty (20) students per semester enrolled in the
5 Internship/Career Supervision Program.

6 The faculty member will be required to make two (2) student worksite visits to observe the student. The
7 first hour will be a meeting with the student to discuss the requirements of the work experience. The last
8 visit at the worksite will be for the purpose of contacting the supervisor for an evaluation of the students.
9 Faculty members will be provided with a District vehicle subject to availability. In the event a District
10 vehicle is not available, the faculty member will be eligible for mileage reimbursement to and from the
11 students' worksite.

12 Faculty members participating in the program will adhere to all the conditions set forth for the
13 Internship/Career Supervision Program.

14 Loading units for faculty member participating in the Internship/Career Supervision Program are based on
15 the following formula:

16 Each student enrolled as of the class' census date= $0.03 \text{ loading units}/15=0.002 \text{ FTE}$ (0.20% of a load).

17 Payment of the Internship Program stipend is provided as follows:

18 50% payment if the student received a "W"

19 100% payment if the student receives a grade "A, B, C, D, F or incomplete.

20 **INDEPENDENT STUDY**

21 **Independent Study: Full-Time Faculty**

22 All independent study courses are considered overload and will not be counted towards a full-time
23 faculty's regular teaching assignment(s).

24 Full-time faculty members who enroll students in independent study courses will be paid a total of one (1)
25 hour at the appropriate laboratory rate for each student per unit of credit enrolled per semester. The
26 maximum number of students enrolled by a faculty member in any given semester shall not exceed ten
27 (10).

28 Approval for each independent study project must be obtained from the appropriate educational
29 administrator prior to student registration in an independent study course. Faculty members enrolling
30 students in independent study courses will adhere to all other conditions set for the approval,
31 registration, and grading processes.

32 Payment of the independent study stipend is provided as follows:

ARTICLE 12: ADDITIONAL COMPENSATION

1 50% payment if the student receives a “W”

2 100% payment if the student receives a grade “A, B, C, D, F, or incomplete”

3 **Independent Study: Part-Time Faculty**

4 Part-time faculty members who enroll students in independent study courses will be paid a total of one
5 (1) hour at the appropriate laboratory rate for each student for each unit of credit enrolled per semester.
6 The maximum number of students in any given semester will be five (5).

7 Approval for each independent study project must be obtained from the appropriate educational
8 administrator prior to student registration in an independent study course. Approval will be subject to
9 the loading status of each part-time faculty member. Part-time faculty loading is affected based on the
10 following calculations and example:

# Students (e.g.)	X Total Units of Credit	X .7/270 - % of a Semester Load
2	X2	x.7/270 – 1%
3	X3	x.7/270 – 2%
4	X3	x.7/270 – 3%
5	X2	x.7/270 – 2.5%

11 Faculty members enrolling student in independent study courses will adhere to all other conditions set for
12 the approval, registration, and grading processes.

13 Payment of the independent study stipend is provided as follows:

14 50% payment if the student receives a “W”

15 100% payment if the student receives a grade of “A, B, C, D, F, or incomplete”

16 **Evaluation Stipend: Full-Time Faculty**

17 Faculty members are required to participate in one performance appraisal or evaluation of a full-time
18 faculty member per year, if requested, as part of their professional responsibility under the provisions of
19 Article 18. Any faculty member who participates as a peer evaluator beyond the required minimum of
20 one evaluation per year shall receive a stipend of \$100 per evaluation.

21 **Evaluation Stipend: Distance Learning Modality Experts**

22 Faculty members who are appointed to an evaluation committee for the specific purpose of providing
23 instructional modality expertise (see Article 18, page 18.16) will receive a stipend of \$100 per evaluation.

24 **Distance Learning Course Development Review Stipend**

25 Faculty members who are appointed to a review committee as part of the online or hybrid development
26 review and approval process (see Article 22, page 22.2) will receive a stipend of \$50 per course reviewed.

27

ARTICLE 12: ADDITIONAL COMPENSATION

1 **Math ILP Program Coordination Stipend**

2 Full time faculty members who are designated as lead faculty for Individualized Learning Programs (ILP) in
3 Algebra or Statistics are credited with one (1) loading unit of reassigned time per semester. The purpose
4 of this reassigned time is to allow for effective program coordination including: scheduling, Classified
5 supervision, and oversight of recordkeeping.

6 **Mileage Reimbursement**

7 When a full-time faculty member is assigned (excluding overload) to a location other than his/her primary
8 work site, the faculty member will be paid at the standard District reimbursement rate for those miles in
9 excess of the mileage normally incurred in his/her commute to his/her primary work site.

10 **Travel Time**

11 When a full-time faculty member is assigned (excluding overload) to a location other than his/her primary
12 work site, the faculty member will be entitled to that amount of travel time that is in excess of the time
13 normally incurred in his/her commute to his/her primary work site. Travel time will be calculated as
14 assigned time and will be substituted for office hours under the assigned time provision of Article 16. If
15 travel time exceeds six (6) hours per week, the faculty member will be compensated at the lab rate as
16 provided in Article 9. Travel time will be calculated in increments of 30 minutes.

17 **Parking Fee**

18 The District agrees to pay the parking fee for one vehicle for a full-time faculty member.

19 The District agrees to pay the parking fee for one vehicle for a newly hired part-time faculty members for
20 the first semester of employment. Continuing part-time faculty (2nd semester or more) shall be issued
21 annual parking permits.

22 The faculty member shall pay for the replacement cost of a parking decal if stolen or lost.

23 **Part-Time Instructional Faculty Office Hours Program**

24 Part-Time Instructional Faculty Office Hours Program is a voluntary program which will provide
25 compensation for one part-time instructional faculty office hour per week of scheduled instruction as long
26 as a minimum 5% FTE assignment is maintained for the Fall or Spring sessions. For full-term semester
27 length courses, the maximum office hours payable to faculty members maintaining a minimum 5% FTE
28 assignment is seventeen (17) hours. This program is established in compliance with the provisions of
29 Education Code Section 87880 to 87855 (AB 301, Chapter 933 Statutes of 1997) and other terms as further
30 defined in the section.

31 Part-time instructional faculty members who wish to participate in the Office Hours program for either
32 the Fall or Spring semester, may apply by completing the designated form and submitting the form to the
33 appropriate educational administrator no later than the last day of the add/drop period for the course.

ARTICLE 12: ADDITIONAL COMPENSATION

1 Forms will be available from the area Deans. Individuals who do not submit the form by the above date
2 are not eligible to participate in the Part-Time Instructional Faculty Office Hour Program. All other
3 conditions/provisions of the tentative class schedules apply.

4 For full semester classes, the FTE assignment will be confirmed immediately after the end of the first
5 week of the semester. For short-term classes, FTE confirmation will occur immediately after the first
6 week the classes are held. In order to receive compensation for an office hour worked during the term
7 the classes are held, a 5% FTE workload must be maintained.

8 Sick leave and other paid leaves may not be applied toward office hours as scheduled. The faculty
9 member may not reschedule any missed office hours during the instructional time period.

10 Compensation provided for services rendered in the Fall and Spring semesters are as a “stipend” at a rate
11 of \$40.00 per hour. Payment for office hours worked for full term courses will be scheduled for
12 distribution on the February 10th payroll for the Fall term and June 10th payroll for the Spring term. Office
13 hour payments for short-term classes will generally be scheduled for distribution 30-days after the classes
14 are completed, on the tenth of the month payroll cycle. A maximum of one paid office hour per week of
15 instruction conducted by a faculty member will be paid as long as the 5% load is maintained.

16 Part-time instructional faculty office hours do not count toward the 67% FTE limit (E.C. 87882 and
17 87482.5), nor is the compensation creditable for step movement on the part-time hourly schedule.

18 **Academic Senate Reassigned Time**

19 Each semester the District shall provide the Academic Senate with 1.4 FTE of reassigned time to be used
20 for Senate officers and committee chairs, vice-chairs, etc. The Senate president shall designate faculty
21 members to these positions. It is the responsibility of the Academic Senate to provide the District with a
22 list of those faculty members receiving reassigned time or compensation prior to the end of the academic
23 year for the next academic year.

24 Ordinarily, faculty serving reassigned time appointments may either be paid or reassigned from regular
25 duties. At no time shall a faculty member be given the option of reassignment from regular duties if such
26 a reassignment jeopardized the integrity of the program.

27 **Compensation for Assignments in Addition to Those Covered in this Article**

28 This does not preclude both parties to such contracts from mutually agreeing on the appropriate
29 remuneration for services rendered.

30

1 **ELIGIBILITY AND BENEFITS OFFERINGS**

2 **Faculty Eligibility**

3 For purposes of this Article, a full-time faculty employee is eligible for health and welfare benefits if
4 he/she is employed for 175 days plus designated service days and has a 100% work load. A less than full-
5 time faculty member employed for more than 60% of a workload, but less than 100% of a work load, shall
6 be eligible for the same benefits at the pro-rated cost of a full-time employee. The faculty member’s pro-
7 rated cost shall be made through payroll deduction.

8 **Dependent Eligibility**

9 Benefit-eligible faculty may enroll eligible dependents in medical, dental and vision plans as described
10 below.

11 **Domestic Partners**

12 Medical, dental, and vision coverage and its pro-ration only shall be made available to domestic partners
13 of benefits-eligible faculty. For purposes of this Article, domestic partners shall be defined as provided in
14 California Family Code.

15 To receive the benefits of this section; the domestic partnership must be registered with the California
16 Secretary of State in accordance with Family Code. [Forms for registration are available from the
17 Secretary of State or the office of the county clerk in each county].

18 Termination of the domestic partnership shall be determined by the provisions of Family Code Section
19 299. Notification of termination to Sierra College shall be made in the manner described in Section
20 299(c).

21

22 **BENEFIT OFFERINGS**

23 **Medical, Dental and Vision Insurance**

24 The union shall participate, through MINT (Mutual Interest Negotiations Team), in the development and
25 maintenance of health and welfare benefits offerings for eligible faculty employees.

26 The term “health and welfare benefits” incorporates medical, dental, vision, life and income protection
27 (long-term disability) insurances. Medical, dental and vision plans shall be offered to benefit-eligible
28 faculty and the faculty’s eligible dependents. Faculty are required to choose a medical plan, a dental
29 plan, and a vision plan.

30

1 **Part-Time Medical Benefits**

2 The District agrees to provide medical insurance for part-time faculty as long as funding under AB 3099
3 remains in effect. This medical insurance shall be administered in conformance with the memorandum of
4 understanding with the Los Rios Community College District and the proposed process for providing
5 medical insurance to “eligible adjuncts” as outlined in Appendix C.

6 The effective date for this medical insurance shall be the Fall Semester 1998.

7 **Income Protection**

8 Income protection shall be provided for full-time faculty employees. Such coverage shall provide for a
9 maximum benefit of 66 2/3rd percent coverage of the first \$10,000 of gross monthly salary. This plan will
10 provide for a 60 working day elimination period and will be full coordinated with existing benefits.

11 **Life Insurance**

12 Life insurance shall be provided for full-time faculty employees only. This District will pay the cost of a
13 \$40,000 life insurance policy and \$40,000 AD&D.

14 **Contribution Cap**

15 Effective October, 2024, the MINT established base contribution per eligible faculty employee for health
16 and welfare benefits shall be fixed at \$15,168 annually and this contribution shall be pooled and allocated
17 in a manner determined by the MINT. The base contribution shall be referred to as “the cap”. Health and
18 welfare premium costs beyond the \$15,168 annual cap shall be paid for by the employee through payroll
19 deductions. A full-time faculty member employed for more than 60% of a work load, but less than 100%
20 of a work load, shall receive a pro-rated amount of the \$15,168 annual cap based on the percentage of
21 their work load.

22 **Enrollment**

23 Upon initial employment, a benefit-eligible faculty employee must enroll in the above described health
24 and welfare plans within thirty (30) calendar days of date of employment or wait until the next open
25 enrollment period. The open enrollment period normally falls in the month of October of each year. A
26 faculty employee who fails to enroll during the first thirty (30) days and waits until the next open
27 enrollment period may be required to submit evidence of insurability to the respective insurance carriers.

28 **Commencement and Termination Date of Coverage**

29 Health and welfare benefits shall commence for eligible faculty employees the first day of the month
30 following their initial date of employment. Health and welfare benefits will end the last day of the month
31 in which employment was terminated.

32

1 **Continuance of Health Benefits for Faculty Employees on a Leave of Absence without**
2 **Pay**

3 Employees on a Leave of Absence (LOA) approved by the Board of Trustees may remain covered the same
4 as an active employee for up to one (1) year for themselves and their dependents. If they continue
5 coverage while on an approved LOA, they must remain enrolled in all coverage offered through SISC by
6 the District. Payments for employees on an approved LOA should be made directly to the District or their
7 third party administrator (TPA). Payments must be received by the Business Office for TPA by the 8th day
8 of each month to remain covered. Late or nonpayment will be cause for termination of benefits and the
9 faculty employee may not be reinstated in the plan until his/her reemployment or return from LOA
10 without pay.

11 **Continuance of Medical Insurance**

12 A faculty employee on a medical leave of absence who is eligible and applying for disability allowance or
13 for whom the District is applying for disability allowance shall utilize all paid leaves first. Upon exhaustion
14 of paid leaves, the faculty employee shall be considered on a leave of absence without pay.

15 Application for disability allowance normally takes up to one year. The District will continue the medical
16 payments for up to two years commencing with the first day of absence due to a work-related injury or
17 illness while the retirement system is evaluating the request for disability allowance. For faculty
18 employees who are not eligible for disability allowance, the District will continue the medical payment for
19 faculty employees injured on the job for up to two (2) years. Additional benefits may be provided in
20 accordance with the Industrial Accident and Illness Leave for faculty employees as per Education code
21 Section 87787 and 87789.

22 Since a faculty employee may be receiving disability income protection, such premiums are waived by the
23 disability policy including life insurance. Upon completion of two years and in the event a determination
24 has not been made by the retirement system, the faculty employee is allowed to purchase the medical
25 insurance subject to the provisions outlined in this Agreement. Faculty employees who are not eligible for
26 disability allowance and are disabled due to a non-work related injury will be placed on a leave of absence
27 without pay upon the exhaustion of all paid leaves. Such faculty employees are allowed to purchase the
28 health and welfare benefits subject to the provisions as outlined in the Agreement.

29 **MEDICAL INSURANCE FOR RETIRED FACULTY EMPLOYEES**

30 **POST-JULY 1, 1994 COVERAGE**

31 **Medical Insurance for Retired Faculty Employees Hired After June 30, 1994**

32 Effective July 1, 1994, faculty employees hired after this date may purchase medical insurance subject to
33 carrier approval. The District's obligation to pay the cost of medical insurance for faculty employees hired
34 after June 30, 1994 is discontinued. Unfunded Liability shall not apply to faculty employees hired after
35 June 30, 1994.

1 **Medical Insurance for Retirement Eligible Faculty Employee’s Beneficiaries**

2 Faculty members eligible for retirement medical benefits subject to this article who have obtained the age
3 of 55 eligibility for STRS ordinary retirement and subsequently die prior to retirement will have the
4 medical insurance implemented as though the faculty member retired under STRS or PERS from the
5 District.

6 **Medical Benefits Trust for Permanent Employees Hired on or after July 1, 1994**

7 This section shall apply only to those permanent employees who participate in the Medical Benefits Trust
8 as such employees are defined and eligible to participate as of July 1, 2004, and who are hired on or after
9 July 1, 1994. This section does not apply to any employees eligible for retiree medical benefits under any
10 provision of this agreement.

11 Beginning July 1, 2004, the District will deduct 1% from each participating employee’s base salary to be
12 placed in the Medical Benefits Trust. The District will match this 1% of the employee’s base salary. All
13 eligible employees are required to participate. Since the 1% employee contribution is from the
14 employee’s salary, the District shall report such amount as salary for purpose of calculating retirement
15 benefits.

16 **POST-JULY 1, 1988 COVERAGE**

17 **Medical Insurance for Retired Faculty Employees Hired after July 1, 1988**

18 If permissible under contract in force with carriers at the time, the District will pay the full cost of medical
19 insurance as set forth herein for an ordinary or disability-retired faculty employee and their dependents
20 upon completion of twelve (12) years of paid service until such time as the member is eligible for benefits
21 under Part A and Part B of Medicare or any other governmental program. The employee shall notify the
22 District of other private and/or government coverage available to them at a level and cost similar to the
23 offered hereunder, and the District, will coordinate medical District coverage with such benefits,
24 particularly Medicare or other governmental benefits. Upon notice of the death of a retired faculty
25 employee of the District, the District will continue medical insurance for three (3) months for the
26 dependents after the death of the retired faculty employee, if such continuance is permissible under the
27 contract with the carriers at the time. This section shall apply to all employees and their dependents who
28 retire pursuant hereto.

29 **POST-NOVEMBER 27, 1984 COVERAGE**

30 **Medical Insurance for Retired Faculty Employees Hired after November 27, 1984**

31 If permissible under contract in force with carriers at the time, the District will pay the full cost of medical
32 insurance as set forth herein for an ordinary or disability-retired faculty employee and their dependent(s)
33 upon completion of five (5) years of service with the District. Medical insurance shall continue in force
34 until such time as the member is eligible for benefits under Part A and Part B of Medicare or any other
35 governmental program. The faculty shall notify the District of other private and/or government coverage

1 available to them, at a level and cost similar to that offered hereunder, and the District will coordinate
2 medical District coverage with such benefits, particularly Medicare or other governmental benefits. Upon
3 notice of the death of a retired faculty employee to the District, the District will continue medical
4 insurance for the spouse until the spouse remarries after the death of the retired faculty employee, if
5 such continuance is permissible under the contract with the carriers at the time. This section shall apply
6 to all employees and their dependent(s) who retire pursuant hereto.

7 **PRE-NOVEMBER 27, 1984 COVERAGE**

8 **Medical Insurance for Retired Faculty Employees Hired before November 27, 1984**

9 The District will pay the full cost of medical insurance for all ordinary and disability-retired faculty
10 employees, their spouses, and their dependent children. If a retired employee should die, his/her
11 surviving spouse and dependent children will continue to be covered by the District until such time as the
12 surviving spouse remarries. Medical insurance will be coordinated with Medi-Cal and Medicare at age 65.

13 **UNFUNDED LIABILITY FOR PRE 1994 FACULTY**

14 **Contribution**

15 For faculty hired prior to July 1, 1994, the District will deduct 1% from each full-time faculty employees'
16 salary to be placed in a restricted fund for medical benefits for retirees. The District shall match this
17 contribution of 1% of the employees' salary. The purpose of the fund is to guarantee fully paid life-time
18 medical benefits for District faculty retirees.

19 **Oversight of Unfunded Liability**

20 A joint labor management benefit committee has been established comprised of representatives from the
21 District, SCFA, SCMA and FUSE. The purpose of this committee is to oversee the retiree medical benefit
22 trust and to recommend modifications to the contributions as needed; to analyze alternative benefit
23 structures and recommend implementation of new and/or revised benefit plans; to review all payroll
24 processes to assure adherence to the Collective Bargaining Agreement and to recommend changes as
25 needed.

26 The joint committee shall establish procedures for administering the fund and shall develop an annual
27 report for all employees regarding the fund. This committee shall meet on a regular basis and evaluate
28 the unfunded liability of the retiree medical benefits, investments, and interests on the contributions and
29 to determine when the fund is solvent, or determine when to start or stop contributions to the fund.
30 Agreements made by the Joint labor management benefit committee will be brought back to respective
31 negotiations table for final approval.

32 **Distribution of Funds upon Resignation of Employment**

33 Employees who do not elect to retire or who are not eligible for retirement at date of resignation will
34 have their contributions refunded. Employer contributions for those employees shall remain in the fund.

1 **Refusal of District Medical Benefits**

2 Any faculty employee who refuses District medical benefits shall make the 1% contribution into the fund.
3 Faculty employees refusing medical benefits shall not be eligible for retiree medical benefits, unless they
4 contribute into the fund.

5 **Discontinuance of Fund**

6 If the fund is discontinued for any reason, the faculty employees shall be paid the amount of employee
7 contributions paid into the fund up to the time of termination. The joint benefit committee shall
8 determine the procedures and any other related questions regarding the fund at that time.

9 **Process for Refunding of Employee Contributions**

10 Employees who have had payroll deductions for the Post-Retirement Medical Benefit and who are
11 permanently separated for other than retirement from the employment of the District will automatically
12 receive a refund unless otherwise directed by the separating employee.

13 **Refund of Employee Contributions**

14 Employees who have had payroll deductions for the Post-Retirement Medical Benefit and who are
15 permanently separated for other than retirement from the employment of the District will receive a
16 refund of all of their contributions plus interest through the preceding June 30. Employees may elect to
17 receive their refund on June 30 of the separated fiscal year and will receive interest through that date.

18 **Interest Earnings on Contributions**

19 The interest which will be applied to the employee’s contributions at June 30 of each year is established
20 by the Management and Labor Benefits Committee. The rate paid will be annually calculated at 4%
21 simple interest for the individual’s actual contributions as averaged for the fiscal year with all funds
22 invested in the “Post Medical Retirement Benefit Trust Fund” held in the Placer County Treasury.

23 **Part-Time Retirement Plans**

24 The District and the Association agree to offer the State Teachers’ Retirement plan to part-time faculty.
25 Part-time faculty will have the option to participate in either:

- 26 1. STRS Defined Benefit Plan; OR
- 27 2. STRS Cash Benefit Plan

28

ARTICLE 13: HEALTH AND WELFARE BENEFITS

1 Contribution rates for the Defined Benefit Plan as of the 2022/2023 year are as follows and are subject to
2 change as determined by STRS:

Defined Benefit Member Pre-2013	
District Contribution	Employee Contribution
19.10% of payroll	10.25% of payroll

3

Defined Benefit Member Post-2013	
District Contribution	Employee Contribution
19.10% of payroll	10.205% of payroll

4

5

6 Contribution rates for the Cash Balance Plan will be as follows and subject changes as determined by
7 STRS:

District Contribution	Employee Contribution
4% of payroll	4% of payroll

8

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ARTICLE 14: WORK YEAR AND CALENDAR

1 The normal work year of 175 service days, ten (10) of the 175 days are designated as “flex” days, 4 of
2 which include institutionally scheduled activities that full-time faculty must attend (6 hours each day for a
3 total of 24 hours) plus commencement as required in this article.

4 **Days Beyond the Normal Work Year**

5 The following faculty positions will be assigned additional service days beyond the normal work year. All
6 additional days for coordinators shall consist of a workweek of thirty-five (35) assignable hours. All
7 additional days for counselors shall consist of a workweek of thirty (30) assignable hours.

Faculty Position	Number of Days
Administration of Justice Coordinator	185
Campus Life Coordinator	180
Counselor	190
Fire Technology Coordinator	185
Learning Disabilities Specialist	190
Learning Resource Center Faculty Coordinator	195
DSPS Coordinator	195
Counseling Coordinator	195
Writing Center Coordinator	195

8 Additional schedule modifications for the additional days positions described above may be made on or
9 before May 15th with prior consultation with the faculty member. Changes subsequent to May 15th of
10 each year shall be with the consent of the faculty member.

11 Pay shall be at the appropriate daily rate.

12 Faculty members will be entitled to twenty-two (22) consecutive work days off. Leave may be taken at
13 any time during the year based upon prior approval of the AEA.

14 **Nursing Faculty: Extra Service Days**

15 The work day for full-time Nursing faculty may be scheduled at any time during the academic calendar.
16 The District will assign additional service days beyond the normal work year to Nursing faculty.

17 Additional schedule modifications for the Nursing faculty may be made on or before May 15th with prior
18 consultation with the faculty member. Changes subsequent to May 15th of each year shall be with the
19 consent of the faculty member.

20 All days under this section must be calendared as full service days. Pay shall be at the appropriate daily
21 rate.

22 **Calendar Committee**

23 The Association will appoint up to 8 representatives to the committee. The President of the College will
24 appoint additional representatives, while ensuring that faculty maintain a majority of representatives.

ARTICLE 14: WORK YEAR AND CALENDAR

1 The committee shall convene to consider and recommend the District’s college calendar for the following
2 year consistent with all applicable articles of the Agreement. The committee will present the
3 recommended calendar to the Academic Senate for consultation and the SCFA Executive Board for
4 approval. The Committee’s approved recommendation will be forwarded to the President of the College.
5 The action taken by the President of the College as a result of the Committee’s recommendation is not a
6 matter for grievance. Compliance with this provision shall fulfill the District’s obligation to negotiate the
7 calendar.

8 **Holidays and Non-Student Attendance Days**

9 The District agrees not to schedule any of the normal work year service days on any of the following days:

Independence Day	New Year’s Day
Labor Day	Dr. Martin Luther King, Jr. Day
Veterans’ Day	Lincoln Day
Thanksgiving Day	Washington Day
Day After Thanksgiving	Week of Spring Vacation
Christmas Day	Memorial Day
	Juneteenth

10 **Commencement Participation**

11 Any full-time faculty member may participate in any commencement exercise at Sierra College. Full-time
12 faculty participating in commencement exercise may choose to attend the Rocklin, Nevada County, or
13 Truckee campus ceremonies by notifying the AEA. All other faculty may elect to participate on a voluntary
14 basis. There shall be no additional compensation for participating in commencement exercises.

15 On even-numbered years, the full-time faculty whose last names begin with the letters “A” through “K”,
16 will participate in the commencement exercises. On odd-numbered years, the other half of the full-time
17 faculty whose last names begin with the letters “L” through “Z”, will participate.

18 Failure of a full-time faculty member to participate in commencement when required, unless excused
19 through any of the normal leave provisions of the Contract or by decision of the appropriate
20 administrator, will result in the loss of one-half (1/2) day’s pay calculated at the appropriate daily rate as
21 defined in Article 9.

22

23 **Collaborative Training**

24 For the collaborative process to be maintained and supported, all full-time faculty employed are required
25 to attend a multi-day District sponsored training session during either their first or second year of
26 employment.

27 An institutionally planned flex activity is one that has been planned and offered through the college’s
28 Professional and Organizational Development (POD) department. To get an activity approved for an

1 institutionally planned Flex activity, employees must submit a flex request form to POD in advance of the
2 event.

3 **Flexible Calendar**

4 The Flexible Calendar Program allows California Community Colleges to use one to fifteen days of state-
5 mandated 175-day instructional year for faculty development. The purpose of the Flexible Calendar
6 Program is to provide time for faculty to participate in development activities that are related to “staff,
7 student, and instructional improvement” (Title 5, section 55720).

8 Sierra College Board of Trustees has adopted the flexible calendar option allowed under Title 5, Article 2
9 §55720 et seq. The District has allocated ten (10) of the 175 required days as “flex” days, 4 of which are
10 institutionally scheduled activities that full-time faculty must attend (6 hours each day).

11 **Definitions**

12 Flexible calendar year is July 1 through June 30.

13 For institutionally planned activities flex time will be calculated in increments of a quarter hour. For
14 asynchronous online trainings through the ProDev website flex will be accounted for as designated by the
15 training.

16 A full-term course is a course that begins within one week of the first day of instruction of each semester
17 as designated in the official school calendar and ends within one week of the scheduled last day of
18 instruction in each semester.

19 Courses not subject to flex are summer school, short-term, or positive attendance courses for which hours
20 have not been reduced because of the flexible calendar.

21 Full-term assignment for special services faculty is an assignment for which hours have not been reduced
22 because of the flexible calendar.

23 Institutionally planned activities are posted in and tracked through the professional development
24 employee learning management systems (ELMS) via participation verification by facilitators. For non-
25 institutionally planned activities (i.e., External Training) faculty shall enter any External Training completed
26 during the flexible calendar year in the college’s ELMS. Hours will be recorded in the ELMS for full-time
27 faculty. Hours must be uploaded to the employee LMS by May 1st of each academic year. For part-time
28 faculty, hours must be submitted by December 15th for fall and May 15th for Spring. For full-time faculty,
29 an External Training for the academic year may be completed between May 1 and June 30 with prior
30 approval from the Flex Review Committee. The flexible calendar runs from July 1 through June 30.

31 **Flex Calendar Days**

32 Full-time faculty are accountable for fulfilling the ten (10) flex days of accountable time.

33 The 175 service days for full-time faculty shall include 4 days (24 hours) of mandatory “flex” days and 6
34 days (36 hours) of institutionally and/or non-institutionally planned “flex” activities. The 4 days (24 hours)

ARTICLE 14: WORK YEAR AND CALENDAR

1 of required flex activities include attendance at convocation, division meetings, and other professional
2 development training as required by the District.

3 Flex days shall be converted to hours (6 hours per flex day). If faculty participate in flex activities that
4 exceed 6 hours in a single day, those hours can still be claimed for flex. Flex days shall be accounted for a
5 total of 60 hours during the flex year for faculty members with a full-time load.

6 **Part-Time Flex Obligation**

7 Part-time or overload instructional faculty shall be remunerated for flex hours for attending institutionally
8 planned activities or non-institutionally planned activities (i.e., External Training) only when assigned to
9 teach full-term courses or activities subject to reduction of hours under the flexible calendar. The number
10 of hours for which part-time instructional faculty may be remunerated shall equal the number of hours
11 per week for which the faculty member is assigned to teach full-term courses (e.g. 3 hours class per week
12 = 3 hours of flex time per semester).

13 Professional and Organizational Development (POD) will provide a minimum of 10 District planned flex
14 activities within the Fall and Spring semesters with the intent of maximizing participatory opportunities
15 for all faculty. This will result in the ability to receive flex training in a timely and compliant manner
16 without requiring faculty to schedule compensatory activities during a non-instructional period.

17 **Exemptions**

18 Regular and part-time faculty whose curriculum requires State approval such as an administration of
19 justice program, emergency medical technology program, nursing program, and fire technology program
20 will be exempted from the flex activities as described in this Article.

21 **Loading Calculation**

22 The loading formula for part-time faculty will be calculated on a regular work week of assigned time based
23 on a normal work year as described in Article 16.

24 **Overlap of Assigned Hours**

25 Flex activities may not overlap assigned hours.

26 The Board of Trustees retains the right to determine the continuation of the Flexible Calendar Option in
27 subsequent years after consultation with the faculty.

28 **Flex Presenters**

29 Any faculty member presenting workshops planned by the District shall be granted one (1) additional flex
30 hour for each hour of presentation.

31

1 **Utilization of Credit for Coursework**

2 Full-time faculty who receive flex activity credit for coursework cannot apply that credit toward
3 advancement on the Faculty Salary Schedule.

4 **Workload Outside Flexible Calendar Parameters**

5 When courses not subject to flex are part of regular loading, full-time faculty will not have the
6 responsibility to complete flex activities for the percent by which these courses make up their regular
7 work load.

8 **Flexible Calendar Obligation Review**

9 Institutionally planned activities organized by the District are automatically approved for flex hours (see
10 below for exceptions).

11 Non-institutionally planned activities (i.e., External Training) shall be reviewed and approved by the Flex
12 Review Committee. Acceptable non-institutionally planned flex activities are:

- 13 • Workshops, webinars, conferences, and other organized professional development opportunities
14 (not otherwise compensated by the college) that align with the faculty core
15 competencies/outcomes and the District’s goals for equity and Guided Pathways, except those
16 that are mandated as a condition of employment
- 17 • Discipline specific trainings and professional development which may include trainings,
18 conferences, reading books, and CTE outreach if not otherwise compensated
- 19 • Attendance at flex week department meetings
- 20 • Coursework in own field or related area (but not if used for FERC)
- 21 • Facilitation of Serra College workshops/trainings/orientations (an additional hour of preparation
22 time for each hour of presentation)
- 23 • Professional learning communities
- 24 • Statewide participatory governance activities, but not Sierra College governance committees
- 25 • Participation in a peer-to-peer coaching or mentoring program with colleague and/or students
- 26 • Club advising (up to 16 hours per semester)
- 27 • Honors contracts supervision (no more than 3 hours per contract)
- 28 • Student academic advising during new student orientation (when done outside of assigned time
29 with AEA approval).
- 30 • Event Planning for Sierra College events

31 Activities that are considered professional responsibilities/time are not eligible as flex activities. These
32 include, but are not limited to:

- 33 • Completing mandated trainings as a condition of employment
- 34 • Attending department meetings outside of flex week (part-time faculty can claim flex for
35 attending department meetings throughout the semester)
- 36 • Assisting in scheduling process

- 1 • Developing or revising curriculum
- 2 • Participating in program review
- 3 • Participating in facility and equipment process
- 4 • Participatory governance bodies (Academic Senate and subcommittees, PARAC, Strategic
- 5 Council)
- 6 • Any activity that is otherwise compensated by the district through stipend or reassign time
- 7 • Engaging in routine instructional and student services activities (e.g., updating/developing
- 8 curriculum, updating degrees, and revising course materials, such as PowerPoints, lesson plans,
- 9 and course texts)
- 10 • Serving on participatory governance committees (part-time faculty can claim flex for serving on
- 11 participatory governance committees)

12 Additionally, any activity for which faculty are remunerated above their regular salary shall not qualify for
13 flex activity. If attending a conference or professional development training during an assigned day or as
14 part of a compensated special assignment, attendance does not qualify as a flex activity.

15 **Part-Time and Overload Faculty Requirements under the Flexible Calendar**

16 When assigned to full-term courses or activities, part-time and overload faculty members are not required
17 to participate in flex activities. However, part-time and overload faculty may attend institutionally
18 planned or non-institutionally planned flex activities and be paid at the lecture rate for up to the
19 maximum hours for which they may be paid for flex activities. One hour of flex time is available for each
20 teaching hour per week per semester.

21 When assigned to courses not subject to flex, part-time and overload faculty will not have the opportunity
22 to use these courses or activities toward the maximum hours for which they may be paid for flex
23 activities. Faculty teaching exempted course or activities are encouraged to participate in flex activities
24 but will not be remunerated for such attendance.

25 Flex hours that are not submitted for remuneration by December 15th for Fall semester and May 15th for
26 the Spring semester will be forfeited.

27 **Utilization of Sick Leave for Flexible Calendar Obligation**

28 For full-time faculty, if unable to complete flexible hours due to illness, sick leave may be utilized in the
29 same manner as other assigned time.

30 If full-time faculty members fail to perform flex activities, those faculty members shall have their pay
31 reduced according to the following formula:

32 Annual salary per salary schedule

33
$$\text{Total assigned hours per year} \times \text{flex hours missed} = \text{cost}$$

34

1 **Flex Time Leaves**

2 Sick leave and personal necessity leave may be used for mandatory flex days and/or institutionally
3 planned flex days. One-half (1/2) hour of leave will be deducted for each one-half (1/2) hour of flex time
4 scheduled.

5 **Flex Review Committee**

6 The Flex Review Committee reports to the Vice President of Instruction and is chaired by the Faculty
7 Professional Development Coordinator. The membership is made up of the Faculty Professional
8 Development coordinator and the Dean of Professional and Organizational Development.

9 The Flex Review Committee will do the following:

- 10 • Meets to review ProDev Transcripts throughout the academic year.
- 11 • Reviews and approves/disapproves the External Trainings submitted by faculty.
- 12 • In collaboration with the Flex Review Committee Chair and other committee members, the
13 Joint Review Committee resolves any decision discrepancies not otherwise resolved by the
14 Flex Review Committee.

15 .

1 **General Provisions**

2 A leave is an authorized absence from duty for a specific period of time.

3 **Sick Leave – Full Time Faculty**

4 **Accrual**

5 Full-time faculty members who work a full work year shall accrue ten (10) days sick leave per year.

6 Full-time faculty members who work fewer days than a full work year shall earn sick leave on a
7 proportionate basis.

8 Assignments beyond the normal work year of 175 days, as stated in Article 14, shall earn additional sick
9 leave credit on a pro-rata basis.

10 At the beginning of each fiscal year, the full amount of sick leave granted under this section shall be credited
11 to each full-time faculty member.

12 Unused sick leave may be accumulated without limit.

13 Upon retirement, unused sick leave shall be coordinated with the retirement systems as provided by law.

14 **Usage**

15 Available sick leave days shall be translated into available hours of sick leave at the beginning of each year,
16 or at the beginning of each new assignment or change of assignment that results in a change of assigned
17 time per week.

18 Translation of sick leave days into sick leave hours shall be according to the following formula:

<u>Total days sick leave</u> 5	X	Assigned Time Per Contract/Per Week	=	Total Available Hours of Sick Leave
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19 At the end of each fiscal year, or upon a change in assignment resulting in a change in assigned time, or
20 upon retirement or termination of employment, total available hours of sick leave shall be retranslated into
21 days according to the following formula:

<u>Total days sick leave</u> 5	X	Assigned Time Per Contract/Per Week	=	Total Available Hours of Sick Leave
--------------------------------	---	-------------------------------------	---	-------------------------------------

22 For full-time faculty members who have combined assignment in both instructional and special service
23 areas, accrual and usage shall be maintained separately for each area.

24 Sick leave can be used in increments of one-half (1/2) hour. The total hours accrued sick leave will be
25 reduced an hour-for-hour basis for each hour of assigned time the full-time faculty member is absent.

ARTICLE 15: LEAVES

1 If an instructor's assignment includes partial hours, we round down if the time is less than 15 minutes and
2 round up to the nearest ½ hour if the minutes are 15 or more.

3 Examples:

Class Meeting Time	Usage	Class Hour
8:00-9:05	1 hour	1.3
8:00-9:10	1 hour	1.4
8:00-9:15	1 ½ hours	1.5
8:00-9:20	1 ½ hours	1.6
8:00-9:25	1 ½ hours	1.7
8:00-9:30	1 ½ hours	1.8
8:00-9:35	1 ½ hours	1.9
8:00-9:50	2 hours	2.0

4 Sick leave need not be accrued prior to taking such leave and sick leave may be taken at any time during the
5 fiscal year.

6 A full-time faculty member who leaves the District and has used more sick leave than they have earned, will
7 have the appropriate amount deducted from their final salary warrant.

8 **Notification**

9 A faculty member who must be absent due to illness or injury must notify the office of the appropriate Dean
10 or supervisor of intended absence prior to the start of their work day unless conditions make notification
11 impossible. In such case, notification should be made as soon as possible.

12 Upon return, the faculty member shall complete the agreed upon absence form available in the Manual of
13 Forms.

14 **Doctor Verification**

15 A faculty member absent for five (5) working days or more may be required to present a doctor's statement
16 stating the nature of the illness or injury and the date the faculty member is able to return. If the supervisor
17 has reason to believe the faculty member is abusing sick leave privileges, the supervisor shall so notify the
18 faculty member in writing and give the faculty member an opportunity to respond, and may require that the
19 faculty member provide a doctor's statement to verify the illness or injury.

20 **Overload**

21 Full-time faculty shall earn overload sick leave equal to 6% of the total overload hours contracted per
22 semester. Full-time overload sick leave shall be credited no later than one week after census.

23 Overload sick leave hours shall not be accumulated beyond the semester in which it is earned, shall be
24 zeroed out at the end of each academic semester and shall not be used for STRS or PERS service credit.

1 **Sick Leave – Part-Time Faculty**

2 Part-time faculty employees shall accrue sick leave equal to 6% of the total hours contracted per semester.
3 The part-time faculty sick leave shall be credited no later than one week after census. Part-time faculty who
4 teaches less than .5 of a loading unit (<9 hours of lecture load, or <27 hours of lab load, or <18 hours of
5 activity load unit) during any semester shall not accrue sick leave in accordance with this article.

6 Part-time faculty may apply personal necessity leave in lieu of authorized sick.

7 Part-time faculty who are provided a contract to teach in the Fall or Spring Semesters and due to an
8 accident or serious illness as verified by a physician prior to commencing the semester and are unable to
9 perform the obligations of the part-time assignment may apply accrued sick leave toward the scheduled
10 hours.

11 Part-time faculty sick leave accruals shall be accessible on Sierra College’s intranet.

12 Unused sick leave for part-time faculty shall be accrued pursuant to the provisions of Ed Code Section
13 87781.

14 **Notification**

15 A part-time faculty member who must be absent due to illness or injury shall notify the office or the
16 appropriate Dean or supervisor of intended absence prior to the start of their work day unless conditions
17 make notification impossible. In such case, notification should be made as soon as possible. Part-time
18 faculty shall report sick leave usage based on the class contracted hour(s) missed.

19 **Summer School Sick Leave**

20 All summer instructional faculty shall be granted one (1) absence of sick leave per class taught not to be
21 accumulated.

22 All summer special services faculty shall be granted 6% of the total hours contracted for the summer not be
23 accumulated.

24 Faculty members may apply accrued sick leave toward summer school session in case of extended illnesses
25 or injuries as verified by doctor’s statement.

26 **Additional Sick Leave**

27 At the beginning of each fiscal year, each full-time faculty employee shall be credited with a total of 100
28 working days of paid additional sick leave which shall be compensated at 50% or more of the employee’s
29 regular salary.

30 Such paid leave becomes available only after the faculty employee has exhausted all entitlement to sick
31 leave.

ARTICLE 15: LEAVES

1 For purposes of counting, the 100 days shall begin to run on the eleventh day of absence of the school year
2 due to illness or accident.

3 The amount a faculty is paid while such leave is running shall not exceed the employee's regular pay. This
4 leave shall not accumulate from year-to-year. Additional sick leave can only be used for extended illnesses
5 or injuries. In any event, the absence or illness must be verified by a physician.

6 **Personal Necessity Leave**

7 A maximum of six (6) days leave may be used by the full-time faculty at his/her election, in cases of personal
8 necessity, for any of the following:

- 9 • Death or serious illness of a member of the faculty's immediate family when additional leave is
10 required beyond that provided in the bereavement leave provisions of the Agreement.
- 11 • Accident, involving the faculty's persons or property of a member of the immediate family.
- 12 • Appearance in any court or before any administrative tribunal as a litigant, party, or witness under
13 subpoena or any order made with jurisdiction.
- 14 • Other reason, solely with prior approval and within the discretion of the AEA.

15 Members of the "immediate family" shall mean:

- 16 • Any member of the immediate household of the faculty member.
- 17 • Mother, father, son, daughter, grandmother, grandfather, or grandchild of the faculty member or
18 of the faculty member's spouse or domestic partner.
- 19 • Spouse, domestic partner, son-in-law, daughter-in-law, brother, sister of the faculty member.

20 Up to two (2) days may be utilized by the faculty for personal business with 24 hours prior notification, if
21 circumstances permit, to the AEA.

22 When circumstances permit, full-time employees are required to request personal necessity leave from
23 their immediate supervisor prior to the start of their work day in which the absence is requested. It shall be
24 the faculty's responsibility to identify the nature of the absence, if applicable, immediately upon return.

25 Personal necessity is charged against sick leave.

26 **Birth and Adoption Leave**

27 A full-time faculty member is entitled to up to ten (10) days paid leave each year (non-accumulative) for the
28 purposes of childcare after birth or adoption, or processing an adoption. Birth and Adoption leave stands
29 alone and shall not be deducted from other leave entitlements.

30 Part-time faculty shall be entitled to the equivalent of two consecutive calendar week assignments paid
31 leave each year (non-accumulative) for purposes of childcare immediately after the birth or adoption, or
32 processing an adoption. Birth and Adoption leave stands alone and shall not be deducted from other leave
33 entitlements. Part-time faculty shall provide a minimum of 30 days advanced written notice to their AEA of
34 their intent to utilize Birth or Adoption Leave. In case of unforeseen circumstances when 30 days' notice is

1 impracticable, the part-time faculty shall contact their AEA as soon as possible regarding the need to access
2 their Birth or Adoption Leave.

3 **Bereavement Leave**

4 The District agrees to grant necessary leave of absence with pay at the full-time faculty's full salary not to
5 exceed three (3) days if less than 250 miles travel is required or five (5) days if more than 250 miles or out-
6 of-state travel is required on account of the death of any family member of the immediate family of the
7 employee as defined previously in this Article.

8 The District agrees to grant a necessary leave of absence with pay at the part-time faculty's salary not to
9 exceed three (3) consecutive scheduled days in a workweek if less than 250 miles travel is required or five
10 (5) consecutive scheduled days in a workweek if more than 250 miles or out-of-state travel is required on
11 account of the death of any family member of the immediate family of the employee as defined previously
12 in this Article.

13 It shall be the faculty member's responsibility to verify a bereavement leave upon return to work by filling
14 out and signing the absence verification form.

15 Bereavement Leave stands alone and shall not be deducted from other leave entitlements. The
16 Superintendent may grant additional days of absence with compensation in cases of demonstrated need.

17 **Industrial Accident and Illness Leave**

18 Full-time faculty who sustain an injury or illness arising directly out of and in the scope of their employment
19 shall be eligible for a maximum of 60 working days of paid leave in any one fiscal year.

20 **Commencement of Industrial Accident or Illness Leave**

21 Industrial Accident or Illness Leave shall commence on the first day of absence. Industrial Accident or Illness
22 Leave will be reduced by one day for each day of authorized absence, regardless of a compensation award
23 made under workers' compensation.

24 **Usage**

25 Industrial Accident or Illness Leave is to be used in lieu of normal sick leave benefits. When entitlement to
26 Industrial Accident or Illness under this section has been exhausted, entitlement to other sick leave, or other
27 paid leave shall be used. If, however, a faculty member is still receiving temporary disability payments under
28 the workers' compensation laws of the State at the time of the exhaustion of benefit under this section,
29 he/she shall be entitled to use only so much of his/her accumulated and available sick leave or other paid
30 leave, which when added to the workers' compensation award provides for a day's pay at the faculty
31 member's full-time salary. Payment for salaries on any day shall not, when added to an award granted
32 under the workers' compensation laws of this State, exceed the normal wage for the day.

33

ARTICLE 15: LEAVES

1 This leave shall not be accumulative from year to year. When an industrial accident or illness occurs at a
2 time when the full sixty (60) days will overlap into the next fiscal year, the faculty member shall be entitled
3 to only that amount remaining at the end of the fiscal year in which the industrial injury or illness occurred,
4 for the same illness or injury.

5 Upon exhaustion of all leaves provided, the faculty member may request a leave of absence without pay
6 not to exceed the remainder of the school year plus one year.

7 **Jury Service Leave**

8 The District agrees to grant full-time faculty called for jury duty leave of absence without loss of pay for the
9 time the faculty member is required to perform jury duty during the faculty member's regular scheduled
10 work day.

11 The District agrees to grant part-time faculty members called for jury duty leave of absence without loss of
12 pay for the time the part-time faculty member is required to perform jury duty at a time that is scheduled
13 during the faculty member's scheduled assigned time.

14 The District shall pay the faculty member the difference, if any, between the faculty member's regular
15 salary and the amount received for jury duty less meals, travel, and parking allowances. Fees received from
16 jury service rendered during any portion of the faculty member's regularly scheduled work day shall be
17 turned over to the Payroll Department.

18 Faculty members called for jury duty shall notify their supervisor of service date(s) upon receiving notice
19 from the officer of the court.

20 Upon completion of jury service, it shall be the faculty member's responsibility to verify dates and hours of
21 service.

22 **Military Leave**

23 Faculty of the District shall be granted military leave to which they are entitled, under law, as full-time or
24 part-time faculty employees. Faculty members shall be required to request military leaves in writing, and
25 upon request, to supply the District with orders and status reports.

26 **Sabbatical Leave**

27 **General**

28 Sabbatical leaves may be granted to full-time faculty employees for study, research, and other professional
29 development plans acceptable to the Board of Trustees.

30 **Type of Sabbaticals:**

31 Year – 2 consecutive semesters

32 Semester – any one semester

33

1 **Eligibility**

2 A sabbatical leave applicant must have rendered a minimum of six (6) consecutive years of full-time service
3 with the District prior to the commencement of his/her first sabbatical leave. After completion of his/her
4 first sabbatical leave, a faculty member may apply for additional sabbatical leaves every six (6) consecutive
5 years of full-time service with the District.

6 **Number of Leaves**

7 The number of sabbatical leaves granted is at the discretion of the Board of Trustees. A maximum of 6% of
8 eligible faculty members may be granted sabbatical leaves as charged to a school year. All approved
9 sabbatical(s) shall be charged to the subsequent school year to determine eligibility for the following school
10 year. A sabbatical for one year or one semester shall be counted as “one”.

11 **Compensation**

12 Salaries of faculty employees for the academic year during which his/her sabbatical leave occurs shall be as
13 follows:

- 14 • Full academic year – 80% of annual salary
- 15 • Full semester – 95% of annual salary

16 During the academic year in which the sabbatical is granted, the faculty member may receive non-District
17 compensation for sabbatical-related activities, which when added to the District-paid compensation will not
18 exceed 100% of the faculty member’s regular salary. Compensation for sabbatical-related activities in
19 excess of this amount must have prior authorization by the Board of Trustees.

20 Under special circumstances the teaching of an overload while on sabbatical may be permitted if the
21 sabbatical proposal includes the overload and the overload is recommended for approval by the Sabbatical
22 Leave Committee.

23 The recipient (faculty member) of a full- or half-year sabbatical shall be required to both return to District
24 employment for a period of service equal to twice the length of his/her sabbatical leave and comply with
25 the terms of his/her approved sabbatical leave. The sabbatical leave recipient shall be required to furnish a
26 bond or sign an agreement obligating him/her to make restitution to the District in the full amount of
27 annual salary (one half annual salary in the case of a half-year sabbatical) for either failure to return to
28 District employment for a period of service equal to twice the length of his/her sabbatical leave or failure to
29 comply with the terms of his/her approved sabbatical leave.

30 The sabbatical leave shall be considered as time in service in the District for salary schedule purposes.

31

1 **Sabbatical Leave Committee**

2 The Sabbatical Leave Committee shall consist of the following:

- 3 • Vice President of Instruction, Chair
- 4 • Appropriate Educational Administrator (AEA) – at least one representing each of the instructional
- 5 divisions and at least one representing Student Services, with a minimum of six (6) up to a
- 6 maximum of eight (8).
- 7 • Faculty member selected by the Association, with a minimum of six (6) up to a maximum of eight
- 8 (8).

9 **Process for Granting Sabbaticals**

10 The Committee will agree on its own procedures. By October 15th of each year, the Sabbatical Leave

11 Committee shall prepare and publish a statement of sabbatical criteria regarding sabbaticals for the

12 following year.

13 Applicants for sabbatical leave must submit a Sabbatical Leave application which includes a detailed

14 description of the proposed program.

15 Sabbatical leave applications must be submitted to the Vice President of Instruction no later than the first

16 instructional day in December of the year preceding the academic year for which the sabbatical leave is

17 requested.

18 The Sabbatical Leave Committee shall meet within the second week of December to screen applications for

19 sabbatical leaves and hear proposal presentations by applicants.

20 The Committee shall forward the names of those faculty members recommended for sabbaticals to the

21 President in force-ranked order. Those faculty members not recommended shall be notified of denial.

22 Faculty members whose sabbatical requests are denied shall be given an opportunity to meet with the

23 chairperson to discuss the reasons for denial.

24 The President will review the sabbatical leave proposals submitted by the Committee and determine the

25 number to be recommended. The final list will be forwarded to the Board of Trustees. Faculty members

26 will be notified of the Board of Trustees approval of sabbatical leaves.

27 **Return from Sabbatical**

28 Within thirty (30) days after the beginning of the term following the sabbatical, a written report shall be

29 submitted to the Sabbatical Leave Committee including, where applicable:

- 30 • A transcript of work taken and units earned.
- 31 • A summary of his/her travel or activities.
- 32 • A statement of the educational benefits derived.

- 1 • Evidence that the objectives stated in the initial application have been met.

2 A faculty member shall not be considered as having completed the requirement of a sabbatical leave until
3 the report has been approved by the Committee and the President.

4 Upon the faculty member's return from leave, he/she shall be entitled to return to the position held at the
5 beginning of the leave, if it exists, or to an equivalent position.

6 No grievance may be filed in regard to any decision of the Sabbatical Leave Committee other than for
7 alleged procedural violations.

8 **IN-SERVICE LEAVE**

9 **General**

10 **Full In-Service Leave (100%)**

11 Full-time faculty employees may request a leave of absence without pay for up to two (2) years in full
12 semester increments for study, research, related employment, travel or other activities to increase their
13 knowledge, skills, and abilities necessary to perform their duties upon approval of the Board of Trustees.

14 **Partial In-Service Leave (Less than 100%)**

15 Partial In-Service leave may be requested for the same purposes as stated above.

16 **Eligibility**

17 A full-time faculty member may request an in-service leave upon completion of three (3) consecutive years
18 of service. Such leave may be granted not more than once every five (5) years. Such leave shall not be
19 counted in computing the next five-year period which must elapse before the granting of another in-service
20 leave.

21 **Number of Leaves**

22 The maximum number of full-time faculty on such leave at any one time may not exceed five percent (5%) of
23 full-time faculty in the bargaining unit.

24 **Employment Status**

25 Time spent on an in-service leave shall be considered as time in active status for salary step advancement
26 and for sabbatical leave eligibility.

27 During an in-service leave, benefits will be provided only if the faculty member complies with the provisions
28 of Sabbatical Leaves (above) regarding posting a bond or signing an agreement as specified therein. This
29 provision is subject to the approval of the carriers.

30

1 During an in-service leave, the faculty member’s date of first paid service shall remain unchanged.

2 The granting of an in-service leave gives an employee the right to return to the position held at the
3 beginning of the leave if it exists, or to an equivalent position.

4 **In-Service Leave Committee**

5 The Committee will consist of the Vice President of Instruction, a member appointed by the Association, and
6 the applicant’s Dean.

7 **Application/Return from Leave**

8 The application for such leave must be submitted at least one semester prior to commencement of the
9 leave.

10 A faculty member requesting such a leave shall submit in writing a detailed description of the study,
11 research, related employment, travel, or other activity identifying particularly those areas that will improve
12 his/her ability to carry out the duties and functions of his/her job.

13 Upon return from the in-service leave, the faculty member will submit in writing a detailed report of the
14 objectives accomplished and a plan for the implementation of the acquired skills as it related to their job.

15 The recipient of the in-service leave shall, if the Board of Trustees directs, sign an agreement obligating the
16 recipient to notify the Board of intent not to return. In the case of leaves of a year or longer, such
17 notification shall be made six (6) months prior to the date expected to return. In the case of leaves of one (1)
18 semester, such notification shall be made thirty (30) days prior to the date expected to return.

19 A faculty member who does not return upon completion of the leave shall be deemed to have abandoned
20 his/her position.

21 **Leave of Absence without Pay**

22 A leave of absence without pay may be granted to a full-time faculty member upon written request of the
23 employee and the approval of the immediate supervisor and the Board of Trustees.

24 Leaves of absence, without pay, may be granted for a period not to exceed one year. This sub-section allows
25 a full-time faculty member to apply for additional leave without pay by following the guidelines of this
26 section.

27 During periods of absence without pay under this section, benefits will not be paid by the District. However,
28 faculty members may purchase health insurance by paying the premium to the Business Office no later than
29 the eighth (8th) day of the month preceding the month of coverage. If a premium payment is not received
30 by the Business Office by this date, the coverage will be terminated and may not be reinstated until the
31 faculty member returns to active status. The above provisions are subject to the rules and regulations of the
32 health carriers.

ARTICLE 15: LEAVES

1 Time spent on an unpaid leave under this section shall not be considered as time in active status for salary
2 step advance. However, the faculty member's date of first paid service shall remain unchanged.

3 Upon the faculty member's return from leave, he/she shall be entitled to return to the position held at the
4 beginning of the leave, if it exists, or to an equivalent position.

5 A faculty member who does not return upon completion of the leave shall be deemed to have abandoned
6 his/her position.

7 **Reduced Load**

8 A full-time tenured faculty member may request a reduced load for one semester or one year for any
9 purpose. The request must be submitted in writing to the appropriate Dean in the semester preceding the
10 requested leave.

11 Faculty members who are on reduced load shall have their flex time reduced by the same percentage
12 amount as their percentage of reduced load. The faculty member shall be required to attend the mandatory
13 institutionally planned days and any reduction shall be applied to their individually planned days.

14 A reduced load shall be maintained at sixty percent (60%) or more as defined in Article 16. Salary and
15 benefits shall be prorated according to the percent of load retained, and the faculty member will contribute
16 the remaining amount to continue health and welfare benefits at 100% of the full-time level, subject to
17 carrier approval.

18 The Vice President of Instruction, subject to Board approval, shall send a written notice of approval or
19 disapproval of a reduced load request to the faculty member within a reasonable time after the request is
20 made. When a reduced load request is disapproved, a reason for the action shall be given in the written
21 notice.

22 **Leave of Absence with a Disability Allowance**

23 A member of the faculty who is applying for a disability allowance or for whom the District is applying for
24 disability allowance shall be given a leave of absence without pay for a duration not to exceed 30 days
25 beyond final determination of the disability allowance by S.T.R.S. If the employee is determined to be
26 eligible for disability allowance by the system, such leave shall be extended for the term of the disability, but
27 not more than 39 months. Continuation of benefits under this leave shall adhere to the provisions as
28 outlined in Article 13 of this Agreement.

29 **Catastrophic Leave**

30 The District Board is authorized to grant additional leave in accordance with Education Code Section 87764.
31 4.

32 In the event of catastrophic illness or injury, the District agrees to provide catastrophic leave to a full-time
33 faculty member in accordance with the following provisions:

34

ARTICLE 15: LEAVES

1 “Catastrophic illness or injury” means an illness or injury that is expected to incapacitate the faculty member
2 for an extended period of time.

3 The faculty member has exhausted all entitlement to sick leave and has submitted a claim for income
4 protection benefits.

5 The District will supplement the pay of the faculty member to 100% of contract until such time as the
6 employee is eligible for the long-term disability payments which commence at the 61st work day of absence.

7 All requests for catastrophic leave must be approved by the standing committee comprised of two (2)
8 representatives from the District and two (2) representatives from SCFA.

9 Faculty who assume the duties of the absent faculty member will be compensated at the appropriate hourly
10 rate of pay.

11 The amount paid shall be decreased by extended leave benefits paid as a result of Education Code Section
12 87780. If the code section is modified, this leave program will sunset and the parties will meet to negotiate a
13 successor program.

14 Any reimbursement received by the faculty member from workers’ compensation or STRS for payments
15 previously received for catastrophic leave will be returned to the District.

16 **Catastrophic Leave Program for Part-Time Faculty**

17 Part-time faculty may donate eligible sick leave hours to a part-time faculty colleague when that employee
18 suffers from a catastrophic illness or injury. For purposes of this program, the terms are defined as follows:

- 19 • “Catastrophic illness” or “injury” means an illness or injury that is expected to incapacitate the
20 employee for an extended period of time, and taking extended time off work creates a financial
21 hardship for the employee because he or she has exhausted all of his or her sick leave and other
22 paid time off.
- 23 • “Eligible leave credits” means sick leave accrued to the donating employee.
- 24 • “Part-time faculty” is identified as employees of the District whose status is exclusively that of the
25 employee group whose employment status with the District is certificated and part-time.
26 Excluded from this provision are all other groups including Administrators, Regular Contract
27 Certificated faculty teaching regular and overload sections, and Regular Classified staff contracted
28 to teach.
- 29 • “Representative of employee” is one to whom the employee has given medical power of attorney
30 in such cases where the employee is unable to represent him/herself due to incapacitation
31 resulting from a catastrophic illness or injury.

32 For purposes of this program, the following conditions are not covered: elective surgery; normal
33 pregnancy; worker’s compensation claims; disabilities resulting from substance abuse;
34 intentionally self-inflicted injuries; or, normal illnesses, such as colds, flu, allergies, headaches,
35 etc.

1 **Eligibility to Receive Donated Leave**

2 Part-time faculty who wish to participate in this program should contact Human Resources to obtain
3 information pertaining to medical absence reporting and required documentation. Upon verification and
4 approval by the Associate Vice President-Human Resources, eligible leave credits may be donated to a part-
5 time faculty member for a catastrophic illness or injury if all of the following requirements are met:

- 6 • Part-time faculty who are provided a written offer to teach by the District in either a Fall or Spring
7 semester, or who have initiated their contractual agreement, and due to catastrophic illness or
8 injury prior to the commencement of the semester may apply donated leave credits upon
9 exhaustion of all accrued paid leave credits.
- 10 • The potential recipient or their representative must complete the “Part-Time Faculty Catastrophic
11 Leave Request Form.”
- 12 • The potential recipient or their representative provides a physician’s statement of verification of the
13 catastrophic injury or illness to Human Resources each semester, if needed. All medical information
14 is held in confidence by Human Resources.

15 **Donation Process:**

16 If the transfer of leave credits is approved, any part-time faculty may donate eligible leave credits at a
17 minimum of one hour increments thereafter, to a maximum of 16 hours per catastrophic illness. Requests
18 for sick leave credits will be addressed on an individual basis. Human Resources will notify part-time faculty
19 by District email of an eligible candidates request for donation.

- 20 • A donating part-time employee must retain no fewer than 9 hours of sick leave on record to be
21 eligible to donate sick leave hours.
- 22 • All transfers of eligible leave credits are irrevocable. Part-time faculty who are donating sick leave
23 must complete the Part-Time Faculty Catastrophic Leave Donation Form” available at Human
24 Resources.
- 25 • **IMPORTANT:** Sick leave accrual is a component of the CalSTRS/PERS retirement pension calculation.
26 Since the donation of sick leave is irrevocable, the donating employee transfers all rights to the
27 accrued leave. Donating employees are required to sign a leave waiver form.
- 28 • Any unused donated sick leave will be transferred to a pool of donated leave to be used for the next
29 catastrophic illness or injury event as defined in the program.

30 **Use of Donated Leave by Recipient:**

31 The maximum amount of time for which donated leave credits may be used may not exceed any one
32 semester and no more than two semesters in a five year period. Donated sick leave will not be used in
33 excess of the District’s contractual offer of employment nor will it be counted toward attainment of regular
34 employment.

35

1 **Family and Medical Leave**

- 2 Faculty members of the District shall be entitled to family and medical leave pursuant to state and federal
3 law.

1 **Definitions**

2 For purposes of this article only, the following terms shall be defined as follows:

3 **Work Day**

4 Is the period of assigned time which shall occur within the range of 6:30 a.m. to 10:30 p.m. except for
5 athletic events and/or field trips, Nursing instructional program and Student Government Advisor.

6 **Work Week**

7 Shall consist of forty (40) hours, including assigned time and unscheduled time, from Monday through
8 Sunday.

9 **Assigned Time – Instructional Faculty**

10 Is time which includes lecture hours, laboratory hours, office hours, and other assignments. Full-time
11 faculty are required to have not less than twenty-two (22) hours of assigned time per week.

12 **Assigned Time – Special Services Faculty – Librarians and Coordinators (as defined in
13 Section 14.1)**

14 Is time which includes services and activities related to assignment. Special Services faculty are required to
15 have not less than thirty-five (35) hours of assigned time per week.

16 **Assigned Time – Special Services Faculty – Counselors and Learning Disability
17 Specialists**

18 Is time, which includes services and activities, related to assignment. These special services faculty are
19 required to have not less than thirty (30) hours of assigned time per week.

20 **Unit**

21 Is that amount of credit received by the student.

22 **Loading Unit**

23 Is the equivalent value a faculty member receives for a lecture and/or laboratory hour.

24 **Primary Work Site**

25 Is the location of the majority (51% or more) of the faculty member's assigned time for the semester.

26 **Appropriate Educational Administrator (AEA)**

27 For example, one of the following: Vice President; Executive Dean; Dean; Associate Dean.

28 **Professional Time – Instructional Faculty**

29 Includes not less than eighteen (18) hours per week of classroom preparation and professional activities
30 such as, but not limited to, grading, departmental staff meetings, recordkeeping, course development,
31 program development, and committee participation.

32

1 **Professional Time – Special Services Faculty – Librarians and Coordinators (as defined**
2 **in Section 14.1)**

3 Includes not less than five (5) hours per week of professional activities such as, but not limited to
4 recordkeeping, program development, and committee participation.

5 **Professional Time – Special Services Faculty – Counselors and Learning Disability**
6 **Specialists**

7 Includes not less than ten (10) hours per week of professional activities as follows:

- 8 a) Mandatory meetings: two (2) hours per week of Common Professional Time (CPT) or two (2)
9 hours per week of training (CTRRAIN). The total annual mandatory meetings obligation shall
10 include forty (40) hours of CPT and forty (40) hours of CTRRAIN for a total of eighty (80) hours
11 per year.
- 12 1. CPT: The purpose of CPT is to provide common, scheduled departmental time to
13 identify and resolve student issues and concerns; assist in developing or revising
14 academic policies and procedures; and/or create or improve programs and services.
15 It may include: direct service-related meetings and work groups, meetings with or
16 among other counselors, management, classified staff, programs and departments.
17 CPT shall be scheduled in Microsoft Outlook.
 - 18 2. CTRRAIN provides regular professional development in service training. The annual
19 schedule will be developed by the AEA in consultation with the designated
20 Counselor Lead and disseminated to Counselors. CTRRAIN shall be scheduled in
21 Microsoft Outlook.
- 22 b) Eight (8) hours per week of recordkeeping, professional development, shared governance
23 activity, committee participation, voluntary and required evaluation actions, hiring
24 committee activities and meetings, program development, and all other duties not included
25 in the 30 hours of direct scheduled student contact per week, CPT or CTRRAIN.

26

1 **GENERAL PROVISIONS**

2 **Minimum/Maximum Class Sizes**

3 This Article does not change the District’s responsibility to establish minimum and maximum class sizes
4 and to establish work load schedules.

5 **Voluntary Assignments**

6 Faculty members will not be prohibited by this Article from accepting additional assignments or activities
7 on a voluntary basis. Faculty volunteering for additional courses without pay shall receive the course
8 hours as part of their non-instruction assigned time.

9 **Elapsed Time between Daily Assignments**

10 The District will provide at least nine (9) hours of consecutive elapsed time between the end of the last
11 regular contract assignment on one day and the beginning of the first regular contract assignment on the
12 following day. With the faculty member’s consent, there may be fewer than nine (9) hours of consecutive
13 elapsed time.

14 **Faculty Loading – Instructional**

15 One (1) lecture hour equals one (1) loading unit.

16 One (1) non-credit CDCP lecture hour equals one (1) loading unit.

17 One (1) laboratory hour equals seventy-five hundredths (.75) of a loading unit.

18 One (1) non-credit CDCP laboratory hour equals seventy-five hundredths (.75) of a loading unit.

19 One (1) adult non-credit hour equals five-tenths (.5) of a loading unit.

20 A full-time yearly work load shall consist of at least thirty (30) loading units.

21 No more than eighteen (18) loading units may be assigned per semester without the consent of the
22 employee.

23 If the yearly work load exceeds thirty (30) loading units, no additional loading units will be added without
24 the faculty member’s consent. Additional loading units above thirty (30) shall be compensated at the
25 appropriate part-time hourly rate.

26 If the yearly work load is less than thirty (30) loading units, additional loading unit may be assigned
27 without the faculty member’s consent.

28 **Assigned Time – Instructional Faculty**

29 Full-time faculty will maintain a minimum of twenty-two (22) hours per week of assigned time exclusive of
30 the extra service days.

31 All time shall be assigned and scheduled by the AEA and reflected on the assigned time card.

32 Flex activities must not overlap assigned hours during the regular school year, or any special service days
33 for which the full-time faculty member is compensated.

1 **Office Hours**

2 Seven (7) office hours per week are required for full-time faculty teaching fifteen (15) lecture hours per
3 week. Office hours shall be at one-half (1/2) or one hour increments. ***After the first one-half hour
4 increment the office hour may occur at a fifteen (15) minute increment, however leave taken during
5 office hours will be taken in 30 minute increments. (As an example a faculty member could have a 45
6 minute office hour session, however if they were out on leave during that time the leave would be
7 deducted for one hour.)***

8 Faculty teaching online courses may conduct online office hours based upon a ratio of one (1) online office
9 hour per three (3) loading units of instruction.

10 A minimum of one (1) office hour per week is required for full-time faculty teaching lecture and/or
11 laboratory/activity courses where the regular teaching assignment exceeds fifteen (15) hours per week.

12 The maximum number of office hours per week shall not exceed nine (9) hours.

13 **Non-Traditional Schedules**

14 Full-time faculty may submit non-traditional schedules. In the interest of maintaining quality and
15 standards of educational excellence to the benefit of students, departments and the institution, the AEA
16 shall receive and review faculty proposals from non-traditional schedules within the following guidelines.

17 Assigned hours configured without regard to minimum hours per day.

18 The non-traditional schedule shall not preclude participation in professional time as defined in this Article.

19 The District and SCFA will review requests that have not received concurrence from the AEA. The District
20 and the Association agree to conduct an annual review.

21 **ASSIGNED TIME – SPECIAL SERVICES FACULTY**

22 **Assigned Time – Special Services Faculty – Librarians and Coordinators (as defined in**
23 **Section 14.1)**

24 These special Services faculty shall maintain a scheduled work week of thirty-five (35) hours per week.

25 **Assigned Time – Special Services Faculty – Learning Disability Specialists**

26 These special services faculty shall be assigned and maintain a scheduled workweek of thirty (30) hours
27 per week of scheduled student contract. Student contact time shall be scheduled by the AEA in the
28 counseling scheduling system.

29 **Assigned Time – Special Services Faculty – Counselor**

30 These special services faculty shall be assigned and maintain a scheduled workweek of thirty (30) hours
31 per week of scheduled student contact. Student contract time shall include but is not limited to: face to
32 face counseling, academic, career, transfer, personal, crisis counseling, phone & email appointment, “live

1 chat,” facilitating or assisting with new student group counseling, on-campus class and program
2 presentations to current and prospective students, TAG Review, pre-requisite clearances and dismissal
3 appeal reviews. Student contact time shall be scheduled by the AEA in the counseling scheduling system.

4 **Special Service Faculty Overloads**

5 Full-time Special Services Faculty who teach an overload course shall be paid at the appropriate part-time
6 hourly rate per Article 9. Full-time Special Services Faculty who counsel as an overload shall be paid at the
7 appropriate part-time hourly laboratory rate per Article 9.

8 **Review of Counselor Work Schedules**

9 An advisory committee may be formed to review and make recommendations on the annual counselor
10 work schedule as developed by the AEA. The committee shall be comprised of a member from General
11 Counseling, a member from another special services unit, and two educational administrators.

12 **Reassignment of Faculty**

13 Reassignments of full-time faculty to special projects (projects limited in duration, as Accreditation Self-
14 Study Chair, Task Force Chair, Chair for Special Grants) shall be for up to 100% of a full-time load for a
15 semester or for a full academic year. Such faculty shall be responsible for the same flex and
16 commencement assignments.

17 A 100% work week for such faculty shall consist of forty (40) hours devoted primarily to the assigned task.
18 A reassignment of less than 100% shall be pro-rated based on a forty (40) hour work week. The work
19 week may also include professional activities such as, but not limited to, staff meetings, program
20 development, and committee participation.

21 Special projects faculty shall not be required to submit a scheduled work week of assigned time, but shall
22 accrue sick leave at the same rate as instructional and/or special services faculty and shall be subject to the
23 same provisions for leave except as follows:

24 Sick leave, personal necessity leave, and personal business leave will be reported to the office of the
25 appropriate educational administrator and taken in accordance with Article 15, Sick Leave, of the Faculty
26 Agreement. At the end of each fiscal year or at the return of the special projects faculty to regular
27 instructional or special services duties; total available sick leave will be reported back to the appointee in
28 terms of days.

29 **Conflicts Arising from Cancellation in Full-time Faculty Schedules**

30 In the event that a conflict arises between a full-time faculty member’s schedule, due to the cancellation
31 of one or more of such member’s classes, and a part-time faculty members’ seniority rights hereunder, the
32 parties agree to conduct an informal meeting between the Dean and the other affected parties to attempt
33 to resolve the conflict within the parameters of the following provisions:

ARTICLE 16: WORKLOAD

- 1 1. Every effort shall be made to ensure that any displacement by a full-time faculty member of a part-
2 time faculty member shall occur at the least senior level practicable.
- 3 2. Under no circumstances shall the foregoing objective be interpreted to compel a Full-time faculty
4 member to waive his/her rights regarding elapsed time between days as stated above or to teach a
5 class which he/she is not qualified to teach or a class at a location other than the faculty members'
6 primary work site.
- 7 3. If in the Fall Semester, a full-time faculty members' load does not make, the unused portion of a load
8 will be assigned to the following Spring Semester.
- 9 4. If in the Spring Semester, a full-time faculty members' load does not make, the unused portion of a
10 load will be assigned to the following Fall Semester.

11 **Limitation of Part-Time Faculty Employment**

12 Part-time faculty employed pursuant to this Article shall not be employed unless all temporary service to
13 the District does not exceed 65% of the hours considered a full-time assignment for regular employees
14 having comparable duties in accordance with Education Code Section 87482.5.

15 **Part-Time Faculty Seniority Assignments**

16 The work year and assigned time for all part-time instructional and special services faculty shall be
17 assigned by the AEA in accordance with the above and Article 14, Work Year and Calendar of this
18 Agreement.

19 **General Assignment Provisions**

20 Temporary hourly part-time assignments shall be offered in accordance with the following provisions:

- 21 1. Full-time instructional and special services faculty will have first priority of accepting part-
22 time temporary assignments as an overload as offered by the AEA.
- 23 2. Emeritus instructional and special services faculty will have second priority of accepting part-
24 time temporary assignments as offered by the AEA in accordance with the Emeritus Faculty
25 Article of this Agreement.
- 26 3. Part-time instructional, special services, and physical education faculty will have third
27 priority of accepting part-time temporary assignments as offered by the AEA in accordance
28 with this Article. (see also Pattern pg. 16.7 & 16.8)

29 After assignments have been accepted by part-time faculty, full time faculty do not have the right to
30 bump part-time faculty from assignments for classes that constitute an overload.

31 **Compliance with Education Code**

32 Part-time faculty are "temporary employees" in accordance with the California Education Code. Nothing
33 contained in this section or in any Article of this Agreement places a legal obligation on the District to
34 provide continuing employment for part-time faculty.

1 **Limitation of Part-Time Faculty Employment**

2 Nothing contained in this section nor in any other Article of this Agreement shall be construed so as to
3 allow part-time faculty to be assigned a load over the limit permitted for temporary employees in the
4 Education Code or by District practice.

5 **Determination of Qualifications and Establishment of Seniority List**

6 Minimum qualifications to teach in a discipline are established by the Chancellor’s Office through
7 collaboration with the Statewide Academic Senate and administered through Personnel. In collaboration
8 with department faculty, the AEA shall establish and apply criteria for qualification to teach specific
9 courses or serve in specific service areas within a discipline. A seniority list of part-time faculty and the
10 courses and/or service areas for which they are qualified shall be available in each division office and
11 updated yearly.

12 **Assignment of Classes or Services in Accordance to the Seniority List**

13 When assignments are available for part-time faculty, the senior part-time faculty member of that
14 department or discipline may elect to accept those assignments as offered by the AEA and for which he or
15 she is qualified, up to the limits of his or her established pattern.

16 The next senior member may then accept his or her initial load, and on down the seniority list.

17 After one round of assignments, if there are classes and/or service assignments remaining, the most senior
18 part-time faculty may then choose to accept an assignment as offered by the AEA of one or more classes
19 from those remaining (not to exceed the limits as stated above), then the next most senior, and so on
20 down to the end of the list again. When all current part-time faculty have been offered classes by the AEA
21 up to the limits of their current pattern, classes and/or service assignments may be offered to newly hired
22 part-time faculty. (see also Pattern pg. 16.7 & 16.8)

23 Once a senior part-time faculty member has accepted a class and/or service assignment, cancellation of
24 that class shall not invest that senior part-time faculty with the right to “take” (“bump”) an already
25 assigned class from a more junior part-time faculty.

26 **Pattern- Part-Time Instructional Faculty**

27 A part-time instructional faculty member begins to establish a pattern as defined below when they enter
28 seniority in the seventh semester of teaching. A pattern cannot be established by part-time instructional
29 faculty members during their first 6 semesters of employment.

30 A pattern for part-time instructional faculty members is established as follows:

31 1. The same load for two consecutive semesters.

32 e.g.: Fall semester = 20%

33 Spring semester = 20%

34

ARTICLE 16: WORKLOAD

1 2. A consistent yearly load for two consecutive years, when the load varies from semester to semester.

2 e.g.: Fall semester = 20% Fall semester = 20%
3 Spring semester = 40% Spring semester = 40%

4 Teaching assignments during the summer term are excluded from a pattern.

5 A pattern does not include specific courses or course sections, nor specific meeting days or times.

6 The AEA will make a good faith effort to offer part-time instructors an assignment that fits their availability
7 and preserves the integrity of their load within the division's scheduling process and when consistent with
8 sound educational practices. If the AEA is unable to offer an assignment that fits a part-time instructor's
9 preferred availability, the AEA will offer an assignment to preserve the integrity of the part-time
10 instructor's load within the division's scheduling process and when consistent with sound educational
11 practices.

12 A part-time instructional faculty member who has been offered classes according to their pattern and does
13 not accept part or all of that offer will reset that pattern to the load actually taught.

14 **Pattern – Part-Time Special Services Faculty**

15 A part-time special services faculty member begins to establish a pattern as defined below when they
16 enter seniority in the seventh semester of employment. A pattern cannot be established by special
17 services part-time faculty members during their first 6 semesters of employment.

18 A pattern is established based on the annual load (not including summer) beginning with the semester
19 after seniority is established. For example, if a special services faculty member establishes seniority upon
20 completion of the spring semester, their pattern will be established based on their annual load beginning
21 the following fall.

22 Once a pattern is established, assignments will be offered to a part-time special services faculty member
23 according to the "Assignment of Classes or Services in Accordance to the Seniority List" provision. The AEA
24 will make a good faith effort to offer part-time special services faculty an assignment that fits their
25 availability and preserves the integrity of their load within the special services scheduling process and
26 when consistent with sound educational practices. If the AEA is unable to offer an assignment that fits a
27 part-time special services faculty's preferred availability, the AEA will offer an assignment to preserve the
28 integrity of their load within the special services scheduling process and when consistent with sound
29 educational practices.

30 Due to fluctuations that occur in special services, hours actually worked may vary slightly. A part-time
31 special services faculty member's pattern is maintained so long as the annual load worked is within $\pm 2\%$
32 of the pattern. For example, if a part-time special services faculty member has a pattern of 60%, and they
33 work a load of 58% in a given year, their pattern of 60% stays intact. Similarly, if they work a load of 62%
34 in a given year, their pattern of 60% stays intact. However, if the annual load worked is not within $\pm 2\%$ of
35 the pattern, the pattern will reset to the load actually worked. If a part-time special services faculty
36 member is offered a load according to their pattern and does not accept part or all of that offer such that
37 their annual load is not within $\pm 2\%$ of their pattern, the pattern will reset to the load actually worked. If a

1 part-time special services faculty member’s workload is reduced due to involuntary reductions initiated by
2 the District, the “Involuntary Reductions” provision will apply.

3 A pattern does not include specific days, times, or modalities.

4 Assignments during the summer term are excluded from pattern.

5 **Involuntary Reductions**

6 Any part-time faculty of any category whose workload is reduced due to involuntary reductions initiated
7 by the District shall have their load reinstated in following semester for which appropriate load is available
8 for that faculty member to their prior level. Such reinstatements will be by seniority and will go round by
9 round until the available loads are assigned.

10 **Authorized Breaks in Service**

11 Part-time faculty may be granted up to one year of leave within a six year period without loss of seniority,
12 progress toward seniority or change in pattern. The break in service may be either partial (reduced load)
13 or full (no load). Additional leave requests may be authorized by the AEA. A request for such
14 authorization must be submitted in writing by the faculty member and approved in writing by the AEA.

15 **Non-Loaded Assignments**

16 Part-time faculty members with a load 20% or more below the maximum allowed for a part-time faculty
17 member by the Education Code may accept assignments to participate in part-time evaluations, curriculum
18 review, governance committees or curriculum development.

19 **Maximum Total Hours of Non-Loaded Assignments**

20 At no time may the total hours of such assignments exceed 50 per semester. Such assignments are
21 requested by the department with prior approval of the appropriate Dean. The budget for such
22 assignments will be maintained by the office of the Vice-President of Instruction. Timesheets will be
23 submitted and the part-time faculty member will be paid at the appropriate laboratory hourly rate.

24 **Office Hour Assignments**

25 Part-time faculty members at the maximum load may offer office hours in accordance with Article 12,
26 Additional Compensation. No other duties will be assigned to part-time faculty with the maximum load.

27 **Date of Seniority**

28 For part-time instructional faculty, the date of seniority shall be established as the first day of the
29 semester within which the instructor of record’s contract was fulfilled. This shall not include flex time or
30 other paid non-instructional/non-service activities. For part-time special services faculty, the date of
31 seniority shall be established as the date on which the first service assignment was completed.

32

1 **Seniority Waiting Period**

2 All new part-time faculty hired for Spring semester 2004 or thereafter will not have seniority rights until
3 completion of their sixth semester of teaching or service assignment.

4 **Ties in Date of Seniority**

5 Ties in service date shall be broken by a random procedure to establish a seniority order. This process shall
6 be accomplished by each Divisional Dean submitting a list of faculty hired with the same hire date, as
7 described on Page 17.7, Date of Seniority, to the Associate Vice President of Human Resources (AVP). The
8 AVP will carry forward to the SCFA table a set of names for each discipline and lots will be drawn to
9 determine seniority rank. That rank shall establish a permanent seniority order.

10 **Termination of Seniority**

11 Seniority, or progress toward seniority, of an individual part-time faculty member shall be terminated if
12 there is an unauthorized break in service, if the part-time faculty receives an evaluation recommendation
13 of “non-rehire,” or if the part-time faculty is not retained for any job-related reason.

14 **Exclusion of Summer Session in Seniority Assignments**

15 Implementation of seniority assignments of part-time faculty will be applied to the normal work year (Fall
16 and Spring semesters) not including Summer Session. Implementation of seniority assignments for part-
17 time special services faculty will be applied to the fiscal year July 1 – June 30.

18 **Seniority Assignments for Part-Time Physical Education Faculty**

19 When assignments are available for part-time physical education faculty, the assignments shall be made
20 as follows:

- 21 1. Part-time faculty who are head coaches of a sport in the department shall have first choice
22 of available classes as offered by the AEA up to the maximum allowable by the District (not
23 to exceed the limits stated above); a lower maximum may be established by the AEA.
24 Coaches shall be ranked within their own subgroup for priority as a function of length of paid
25 service regarding ties in service dates.

26 Part-time faculty who are assigned assistant coaches of a sport in the department shall have first choice of
27 the sport as offered by the AEA for which they were hired, or a directly related training or conditioning
28 class for the sport for which they were hired. For other class assignments as offered by the AEA, they
29 shall have the regular part-time faculty seniority determined by their date of hire.

30 Remaining classes will be assigned to part-time physical education faculty in accordance with the general
31 provisions of this section.

32

1 **Exemptions**

2 Exempted from this article are non-credit classes (e.g. Emeritus, Community Education, and non-credit
3 Contract Education).

4 **Teaching after Retirement – Instructional Faculty**

5 Beginning with the Fall or Spring Semester following the date of retirement, the retiree will have an
6 option to teach up to the current STRS retiree earnings limitations when:

- 7 • The need and scheduling of such classes have been determined by the AEA, and
- 8 • The classes have not been assigned to full-time faculty as part of a regular assignment (or as
9 a result of the cancellation of a previously scheduled full-time class assignment) or an
10 elective overload, and
- 11 • The retiree has previously taught the course(s) or is qualified to teach the course(s).

12 The retiree will be considered for part-time employment for a period of three years and be given priority
13 consideration in the schedule developed by the AEA; and employment of a retiree as a part-time faculty
14 member is contingent upon the same criteria for employing other part-time faculty. A part-time faculty
15 evaluation will be conducted during the final semester of the 3-year period following retirement. An
16 evaluation that results in a recommendation for rehire will allow the Emeritus faculty to continue
17 employment with the District as part-time faculty member whose part-time seniority reverts to the first
18 date of paid service beginning with the semester during which service in Emeritus status began.

19 The retiree is solely responsible for determining the effect on retirement income by accepting and
20 completing part-time teaching assignments.

21 **Service after Retirement – Special Services Faculty**

22 Beginning with the Fall or Spring semester following the date of retirement, the retiree will have an option
23 to provide service up to fifty percent (50%) of a full-time load per semester (but not to exceed the current
24 STRS retiree earnings limitations) at the pay schedule as stated in Article 9 when:

- 25 • The need and scheduling of such services have been determined by the AEA, and
- 26 • The services have not been assigned to full-time faculty as part of a regular assignment (or as
27 a result of the cancellation of a previously scheduled full-time service assignment) or an
28 elective overload, and
- 29 • The retiree has previously served in a similar capacity or is qualified to serve.

ARTICLE 16: WORKLOAD

1 The retiree will be considered for part-time employment for a period of three years and be given priority
2 consideration in the schedule developed by the AEA, and employment of a retiree as a part-time faculty
3 member is contingent upon the same criteria for employing other part-time faculty. A part-time faculty
4 evaluation will be conducted during the final semester of the 3-year period following retirement. An
5 evaluation that results in a recommendation for rehire will allow the Emeritus faculty to continue
6 employment with the District as a part-time faculty member whose part-time seniority reverts to the first
7 date of paid service beginning with the semester during which services in Emeritus status began.

8 The retiree is solely responsible for determining the effect on retirement income by accepting and
9 completing part-time service assignments.

10

11

1 Faculty lay-off procedures shall be conducted in compliance with Education Code Section 87743 et seq.

2 **Faculty Service Area (F.S.A.)**

3 The Sierra College Faculty shall be grouped into one (1) Faculty Service Area.

4 **Competency Criteria**

5 The competency criteria to serve in a Faculty Service Area shall either be a valid California Community
6 College Credential or the Minimum Qualifications as listed in the Sierra Community College Disciplines
7 List.

8 **Retraining**

9 The Board of Trustees shall make assignments and reassignments in a manner that employees shall be
10 retained to render any service which their seniority and qualifications entitle them to render.

11 The Board retains the right to implement the provisions of Education Code Section 87743 et seq.
12 However, the Board shall attempt to provide retraining opportunities as follows:

13 A faculty member who moves into a new discipline as a result of an anticipated lay-off or to assist the
14 District to avoid a lay-off, is entitled to reassigned time for retraining.

15 The reassigned time is for the benefit of the District and its programs.

16 The amount of reassigned time will be agreed to between equal representatives from the faculty and
17 management subject to Board approval. The employee will be participating in the deliberations.

18 The duration of the assigned time and the percentage of a load for reassignment will be agreed to
19 between equal representatives from the faculty and management subject to Board approval. The
20 employee will be participating in the deliberation. Generally, the employee must show enrollment in
21 three (3) units of college work in the discipline in Education courses related to the discipline, or in an
22 equivalent amount of other appropriate training for each 20% of reassigned time. This retraining may be
23 spread out over a number of semesters.

24 Employees are expected to achieve satisfactory performance in any retraining activity.

25

ARTICLE 17: LAY OFF

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1 **DEFINITIONS**

2 **Evaluee**

3 The person being evaluated.

4 **Tenured Faculty Member**

5 A full-time faculty member who is a regular employee of the District. Tenured faculty are evaluated under
6 section 18.2 of the agreement.

7 **Tenure-Track Faculty Member**

8 Tenure-Track faculty are employed pursuant to Education Code sections 87608 (first contract), 87608.5
9 (second contract), or 87609 (third contract). Tenure-Track faculty are evaluated under section 18.1 of the
10 agreement. Tenure is recommended after successful completion of a four-year tenure review process.

11 **Year-to-Year Non-Tenure Track Faculty Member**

12 A year-to-year non-tenure track faculty member is a full-time, long-term temporary, faculty member,
13 including, but not limited to, faculty members hired pursuant to Education Code sections 87470, 87477,
14 87487, 87480, 87481, 87482, 87608, 87608.5 or 87609. All faculty employed under these conditions are
15 hired on an annual, semester-or-less contract basis. The evaluation will follow the tenure track faculty
16 process for the first four (4) years (section 18.1 of this agreement), except that there will be no
17 recommendation for tenure in the fourth year. After the first four (4) years, the review will follow the
18 processes of tenured faculty (section 18.2 of this agreement).

19 **Special Services Faculty**

20 Special services faculty are hired to provide primarily non-instructional educational support services such
21 as counselors, librarians and nurses.

22 **Athletic Coaches**

23 Athletic coaches, including head and assistant coaches, are hired as full-time or part-time faculty and shall be
24 evaluated in accordance with the appropriate sections of the agreement. Athletic coaching shall be included
25 as a modality to be evaluated for all head and assistant athletic coaches.

26 **Part-Time Faculty Member**

27 A part-time faculty member is one who has been hired pursuant to Education Code section 87482.5. Part-
28 time faculty members shall be evaluated in accordance with the appropriate section(s) of this agreement.

29

1 **Overload Teaching Assignment**

2 Overload teaching assignments exist when full-time faculty members have teaching or services
3 assignments beyond their contractual obligations in excess of a 100% load. Faculty in this category shall be
4 evaluated in accordance with the appropriate section(s) of this agreement.

5 **Online Teaching Assignment**

6 Online teaching assignments exist when faculty members provide online instruction. Faculty in this
7 category shall be evaluated in accordance with the appropriate section(s) of this agreement.

8 **Hybrid Teaching Assignment**

9 Hybrid teaching assignments exist when faculty members teach a class with a designated portion online
10 and a designated portion in a classroom. Faculty with assignments in this category shall be evaluated in
11 accordance with the appropriate section(s) of this agreement.

12 **Appropriate Educational Administrator (AEA)**

13 The AEA is the evaluatee’s first line supervisor, typically one of the following: Vice President, Dean, or
14 Associate Dean.

15 **Evaluation Committee**

16 The Evaluation Committee for tenured and tenure-track faculty shall be comprised of the evaluatee as a non-
17 voting member, the AEA, and two full-time tenured faculty peers.

18 **Division Peer Evaluator**

19 A tenured faculty member from within the evaluatee’s division.

20 **Non-Division Peer Evaluator**

21 A tenured faculty member from outside the evaluatee’s division.

22 **Resource Person**

23 An individual with subject matter or instructional modality expertise (online or hybrid) who can assess and
24 evaluate the knowledge, skills, and abilities of the evaluatee in the discipline(s), program(s), or service(s).

25 **Selection Process**

26 The method by which the division and non-division peers are selected to serve on the Evaluation
27 Committee for either tenured or tenure-track faculty.

28 **Classroom Observation**

29 The observation of the evaluatee’s performance in the classroom by a tenured faculty member or an AEA.

1 **Service Observation**

2 The observation of the evaluatee’s performance during the delivery of educational support services.

3 **Equity Observation**

4 Equity Observations will assist faculty to better understand how policies and practices contribute to
5 racial/ethnic, gender, sexual orientation and other inequities.

6 **Joint Review Committee**

7 Consists of the Chief Human Resources Officer (CHRO) and one tenured faculty member appointed by
8 SCFA and a third member jointly selected by the SCFA appointee and the CHRO.

9 **Required Equity and Inclusion, Emergency Preparedness, Sexual Harassment**
10 **Prevention and Title IX Trainings**

11 All faculty (full and part-time) shall attend district-approved Equity and Inclusion, Emergency
12 Preparedness, Sexual Harassment Prevention and Title IX trainings. Newly hired faculty shall attend these
13 trainings within their first year of employment. Current faculty shall attend these trainings at least every
14 three (3) years or more often at the discretion of the AEA. Sexual Harassment Training must be completed
15 at least every two (2) years. Completion of these trainings shall be noted on the appropriate Evaluation
16 Report. In addition, all faculty shall attend any other trainings required by law.

17

1 **Section 1: Evaluation of Tenure-Track Faculty**

2 *[It should be noted that as this revised language is implemented, current Tenure-Track Faculty are at*
3 *different phases of the tenure-track process. It is the intention of the Parties that for the Tenure-Track*
4 *Faculty still moving through the tenure-track process who were hired into the tenure-track position and*
5 *commenced employment in that capacity prior to January 1, 2023, will continue using the Tenure-Track*
6 *evaluation process described in the Collective Bargaining Agreement (“CBA”) which was in place during*
7 *the 2022-2023 school year, through the completion of their tenure-track process. These pre-January 2023*
8 *Tenure-Track Faculty will also continue to utilize the forms and evaluation criteria from the CBA in place*
9 *during the 2022-2023 school year. Once all pre-January 2023 Tenure Track Faculty have completed the*
10 *tenure-track process or ceased being employed in this capacity, this clarifying language will be removed*
11 *from the CBA.]*

12 Recommendations to the Board of Trustees for granting tenure in the Sierra College District shall be made
13 primarily on the basis of the review conducted under the provisions of this Article. The purposes of the
14 process are:

- 15 1. to recognize and acknowledge good, equitable, and culturally responsive teaching and/or service
16 to the department.
- 17 2. to ensure and acknowledge participatory shared governance participation, serving on committees,
18 and other contributions to the college community.
- 19 3. to provide faculty ongoing tools to further their professional development over time.
- 20 4. to identify areas for growth and assist tenure-track faculty in achieving the needed improvement
21 to meet the tenure objectives.
- 22 5. to document performance improvement needs in the objectives areas listed below.
- 23 6. to recommend renewal or non-renewal of tenure-track faculty.

24 **Objectives of the Tenure-Track Evaluation Process**

25 The tenure-track evaluation process is a continuation of the District’s search, recruitment and selection
26 process. The recommendation made to the Board of Trustees to grant tenure is a more important
27 recommendation than is the initial decision to hire. The objectives of evaluating tenure-track faculty are
28 to assure that those granted tenure demonstrate:

- 29 1. effective communication and collaboration.
- 30 2. effective delivery of teaching or special services, including equity practices that create an
31 environment of inclusion.
- 32 3. self-reflection and self-development.
- 33 4. inclusive, equitable, and learner centered course design and curriculum to include knowledge
34 and application of technology and accessibility.

ARTICLE 18: EVALUATION

- 1 6. consistent, timely, and equity-minded assessments.
- 2 7. performance of college service, including, but not limited to, participatory governance and
- 3 fulfillment of professional responsibilities.
- 4 8. knowledge and currency in their discipline including connecting learning to 21st century skills
- 5 necessary for college and career success.

6 In addition to the objectives described above and pursuant to Title 5 of the California Code of Regulations
7 section 53605 regarding Diversity Equity Inclusion Accessibility (DEIA): “Faculty members shall employ
8 teaching, learning, and professional practices that reflect DEIA and anti-racist principles, and in particular,
9 respect for, and acknowledgement of the diverse backgrounds of students and colleagues to improve
10 equitable student outcomes and course completion.”

11 **Scheduling of the Tenure-Track Review**

12 Each year of the four (4) year tenure-track evaluation process begins in the Fall Semester and continues
13 through the Spring Semester. The Evaluation Committee may schedule tenure review activities in any
14 semester throughout the entirety of the tenure-track evaluation period.

15 A list of evaluatee’s and the list of non-division peer evaluators will be developed by the Human Resources
16 Office.

17 Tenure-track faculty will be reviewed each year through the tenure-track evaluation process.

18 The AEA shall notify the evaluatee of the review process and deadlines for submission of materials.

19 An attempt shall be made to select division or non-divisional peers who will be available for the 4-year
20 tenure-track evaluation process. The Joint Review Committee, as defined in Article 18, shall have the
21 right to remove any division or non-divisional peer committee members who are unable to complete their
22 4-year term or who are deemed to have acted in a manner inconsistent with the goals of evaluation as
23 stated above. Any new faculty committee member will be selected by the Joint Review Committee with
24 input from the evaluatee and the AEA.

25 Faculty employed as a first-year contract employee who will not complete 75% of the school year will be a
26 first year contract employee in the following school year. The evaluation, therefore, will commence at
27 that time.

28 **Tenure-Track Evaluation Responsibilities**

29 The evaluation of tenure-track faculty shall be conducted by the Evaluation Committee.

30 The Chief Instructional Officer or Chief Student Services Officer may meet periodically with the Evaluation
31 Committee of a tenure-track faculty member to discuss the progress of the review.

32 Orientation and training for tenure-track faculty in the evaluation process shall be provided by the
33 District. It will consist, at a minimum, of explaining the procedure of the tenure-track evaluation process
34 and the role of the chair and the Evaluation Committee members, reviewing the objectives and

ARTICLE 18: EVALUATION

1 remediation processes, reviewing the Evaluation Committee structure and its participants, reviewing
2 required forms and recommended timelines, and explaining the role of the Office of Instruction. Training
3 shall also be provided for the committee members. Particular emphasis will be placed on the Evaluation
4 Committee's obligation to provide for clear performance objectives, for the evaluatee's obligation to
5 understand and agree to these objectives, and for the District to provide resources for growth to best
6 ensure the evaluatee is achieving these objectives.

7 These objectives shall in part be based on the evaluatee's job description as well as Sierra College Faculty
8 Evaluation Criteria found in Appendix C. The objectives will have timelines for completion.

9 Should the Evaluation Committee and the evaluatee fail to agree on the objectives or the timelines, the
10 Joint Review Committee shall be notified and after meeting with the evaluatee and the Evaluation
11 Committee shall provide the objectives and timelines.

12 The necessary forms for agreement by the Joint Review Committee and evaluatee on the specific
13 performance objectives are in an Appendix C at the end of this contract.

14 In the event the evaluatee or any member of the Evaluation Committee delays or prevents any element of
15 the tenure review process from taking place (e.g. failure to attend meetings or to perform required tasks
16 as well as items noted in the next paragraph), the Evaluation Committee may proceed with the review.

17 Even if the Evaluation Committee is unable to perform any requirements of the tenure review process
18 (such as conducting classroom observations or service observations, obtaining surveys, or receiving the
19 self-evaluation forms) due to lack of cooperation from the faculty member under review, the review will
20 be considered complete based on the information available.

21 **Composition of Evaluation Committee:**

22 Evaluatee (non-voting member).

23 One (1) division peer evaluator (voting), who will serve as co-committee chair. The division peer
24 co-chairs and co-facilitates, with the AEA, committee discussion of the evaluatee's progress toward
25 their previous plan for enhancing teaching and /or special service and also leads discussion
26 regarding commendations and recommendations for the evaluatee based upon their teaching and
27 service for the current evaluation period.

28 One (1) non-division peer evaluator (voting).

29 One (1) appropriate Educational Administrator (AEA) (voting). The AEA's role on the committee
30 is to co-chair and oversee completion of the committee's responsibilities as defined in this
31 article, participate as a member of the committee, and prepare the final committee report.

32 One (1) resource person (optional and non-voting).

33

1 **TENURE-TRACK EVALUATION PROCESS**

2 The tenure track evaluation process will take place during fall and spring semesters. In the fall semester
3 the following will be completed: The evaluation committee formation and meetings, classroom and
4 service observations, student survey, Complete Data Informed Plan of Action (DIPA), and the final
5 committee report. In the spring semester the following will be completed: Meet with Equity Mentor,
6 equity observations, review success and retention data, implement and evaluate DIPA, complete Self-
7 Reflection/Professional Growth form.

8 **Tenure-Track Fall Semester**

9 **Step 1: Evaluation Committee Selection Process**

10 One division peer shall be a faculty member with appropriate subject matter expertise, if at all possible.

11 If the AEA and the evaluatee cannot agree on the selection, the division peer evaluator will be selected by
12 the Joint Review Committee. The division peer shall serve for the duration of the tenure review process
13 and will serve as committee chair.

14 The non-division peer evaluator is selected from a rotating pool of tenured faculty members who
15 participate in order of seniority. The non-divisional peer evaluator shall serve for the duration of the
16 tenure review process. The evaluatee and AEA each are allowed one preemptory challenge on the selection
17 of non-divisional peer.

18 When appropriate, the Evaluation Committee may bring in a resource person to advise the committee
19 and verify the evaluatee’s expertise in the discipline and who serves as a non-voting member of the
20 Evaluation Committee.

21 If any committee member is unable or unwilling to serve for the duration of the process, they will be
22 replaced by appointment of the Joint Review committee.

23 **Step 2: Initial Meeting**

24 The AEA shall call the initial meeting of the Evaluation Committee.

25 The co-chairs will be the division peer evaluator and the AEA. The co-chairs will coordinate all activities of
26 the Evaluation Committee and are responsible for reporting the progress of the review to the Instruction
27 Office.

28 Observations shall be conducted in at least three (3) of all the regular load classes. If the faculty member
29 is teaching in different modalities, one of the courses will be on-ground and one will be online or hybrid.
30 If teaching an eight (8) week course, and if appropriate, it may be included as one of the three (3) classes
31 observed. Overload classes shall be substituted for the evaluatee’s regular load classes as needed to ensure
32 that at least two instructional modalities taught by the evaluatee are evaluated (lecture, lab, online,
33 televised, hybrid, hy-flex, activity, and athletic coaching).

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1 The evaluation of distance learning classes shall be conducted in accordance with Section 4 of this Article.
2 The Evaluation Committee is responsible for determining when classes are to be visited.

3 There shall be student surveys in all of the evaluatee's regular load classes. A majority of the observations
4 shall be conducted by peer evaluators, whenever feasible. The evaluatee should be advised in advance of
5 the dates and times of observations and surveys.

6 The evaluatee will be given a copy of the observation forms and survey results within two (2) weeks of their
7 being completed, when possible. A minor breach of this timeline does not prejudice the outcome.

8 The Evaluation Committee shall meet with the evaluatee to draft the evaluatee performance goals and
9 objectives for the upcoming year. The evaluatee and Evaluation Committee shall joint agree to these goals
10 and objectives. Any disputes over such goals and objectives that are not able to be resolved within the
11 evaluation committee shall be heard and decided by the Joint Review Committee.

12 **Special Services Faculty and Athletic Coaches**

13 For special services faculty and athletic coaches, the Evaluation Committee shall agree upon an evaluation
14 process which includes services and classroom observations and surveys of students, faculty and staff
15 appropriate to the service provided by the evaluatee. The service and classroom observations and surveys
16 should be of a significant number and of a duration adequate to provide an in-depth evaluation which
17 ensures a valid evaluation process. There will be a minimum of 30 student surveys for any classes taught
18 by the evaluatee, whenever possible. Overload classes shall be evaluated, as needed, to ensure that at least
19 two instructional modalities taught by the evaluatee are evaluated (lecture, lab, online, hybrid, hy-flex,
20 activity and athletic coach). The evaluation of distance learning classes shall be conducted in accordance
21 with Section 4 of this article.

22 The Evaluation Committee determines which committee members shall complete the observations
23 and/or administer the surveys. A majority of the observations shall be done by peer evaluators,
24 whenever feasible. The evaluatee will be advised in advance of the observations, surveys, dates, and times.

25 The evaluatee will be given a copy of the observation forms and survey results within two (2) weeks of their
26 being completed, when possible. A minor breach of this timeline does not prejudice the outcome.

27 The Evaluation Committee shall meet with the evaluatee to draft the evaluatee performance goals and
28 objectives. The evaluatee and Evaluation Committee shall jointly agree to the goals and objectives. Any
29 disputes over such goals and objectives, that are not able to be resolved within the Evaluation Committee,
30 shall be heard and decided by the Joint Review Committee.

31 **Step 3: Classroom Observations or Service Observations**

32 Each classroom observation will be a full class or at least 60 minutes long. A Classroom Observation Form
33 will be completed by each visiting Evaluation Committee member for each class and submitted to the
34 appropriate division office within 72 hours of completion of the observation, when possible.

ARTICLE 18: EVALUATION

1 Each service observation will be at least 30 minutes long. A Service Observation Form will be completed
2 by each visiting Evaluation Committee member for each observation and submitted to the appropriate
3 division office within 72 hours of completion of the observation, when possible.

4 **Step 4: Surveys**

5 The Evaluation Committee will determine the content of any optional items on the Student Survey form.
6 Student surveys are administered in all regular load classes. Overload classes shall be substituted for the
7 evaluatee's regular load classes to ensure that at least two instructional modalities taught by the evaluatee
8 are evaluated (lecture, lab, online, hybrid, activity, and athletic coaching).

9 The evaluation of distance learning classes shall be conducted in accordance with Section 4 of this Article.
10 The evaluatee will leave the classroom prior to the administration of the student surveys.

11 Student Service surveys and/or other appropriate surveys are administered to the number of students or
12 appropriate people as determined by the Evaluation Committee. Students and staff complete the
13 appropriate form and/or survey appropriate for the position. The forms are developed and approved by
14 the District and SCFA negotiation teams and provided in Appendix C.

15 **Results of Surveys**

16 The evaluatee will be given a copy of the observation forms and survey results within two (2) weeks of their
17 being performed, when possible. A minor breach of this timeline does not prejudice the outcome. A
18 second copy shall be held in the division office for review by each Evaluation Committee member.

19 **Step 5: Meeting(s); Objective(s); and Remedial Process(es)**

20 At any stage of the process after the goals and objectives are established, the Evaluation Committee may
21 meet without the evaluatee. The evaluatee shall be notified as to the purpose and outcomes of any such
22 meetings held with the evaluatee not being present. All meetings of the Evaluation Committee shall be
23 documented by the keeping of minutes. The AEA serving on the Evaluation Committee shall be
24 responsible for keeping the minutes.

25 Subsequent evaluation committee meetings are for the purposes of reviewing evaluation results.-Should
26 those evaluation results be deemed at any time after unsatisfactory, it is the Evaluation Committee's
27 obligation to communicate this to the evaluatee in a timely fashion. The Evaluation Committee shall then
28 jointly meet with the evaluatee to produce a plan for professional improvement. This plan shall be in
29 writing and shall have clear objectives and easily understood timelines. The Chief Instructional or Student
30 Services Officer shall be notified of such a professional improvement plan so that appropriate educational
31 resources may be provided to the evaluatee and the Evaluation Committee. Should the evaluatee and the
32 Evaluation Committee fail to agree on a professional improvement plan, the Joint Review Committee shall
33 be notified. The Joint Review Committee, after meeting with the evaluatee and Evaluation Committee, shall
34 then determine the plan for professional improvement.

35 **Step 6: Committee Meetings and Draft Committee Report**

36 The evaluatee and Evaluation Committee members shall meet to discuss all evaluation results (classroom

ARTICLE 18: EVALUATION

1 observation or service observation, surveys, self-evaluation forms).

2 The Evaluation Committee and the committee co-chair shall assist the AEA in drafting the Final Committee
3 Report – Evaluation of Tenure-Track Faculty. Voting committee members shall seek consensus regarding
4 preparation of the contents of the final report. The AEA will note the committee’s commendations and
5 recommendations in the final report but is solely responsible for development of the overall content of the
6 final report.

7 **Step 7: Committee Report – Evaluation of Tenure-Track Faculty**

8 The AEA shall finalize the Final Evaluation Committee Report – Tenure-Track Faculty and submit the
9 report to the evaluatee and Evaluation Committee for signatures.

10 Supporting documents for the Evaluation Committee Evaluation Report – Tenure –Track Faculty include:

- 11 • Surveys (computer tally sheets and transcribed comments)
- 12 • Survey form (appropriate to the position)
- 13 • Classroom Observation or Service Observation Forms

14 The final committee report shall be signed by the evaluatee and all committee members. The signatures on
15 the report acknowledge only the receipt and review of the report. If the tenure-track evaluatee receives a
16 “Needs Improvement” or lower during any year of the tenure-track process, the committee has the
17 option of reevaluating performance in the subsequent semester.

18 **Step 8: Committee Member’s Statement of Exception**

19 A committee member may attach to the Final Committee Report – Evaluation of Tenure-Track Faculty a
20 written statement of exception to any specific portion or all of the report.

21 **Step 9: Evaluatee’s Statement of Exception**

22 The evaluatee may attach to the Evaluation Committee Report – Evaluation of Tenure-Track Faculty a written
23 statement of exception to any specific portion or to all of the report.

24 **Step 10: Review by Vice President**

25 The Evaluation Committee Report-Evaluation of Tenure-Track Faculty and supporting documents are
26 submitted to the appropriate chief instructional or student services officer for review.

27 **Step 11: Review by Superintendent/President**

28 The appropriate chief officer forwards the Evaluation Committee Report-Evaluation of Tenure-Track
29 Faculty and supporting materials to the Superintendent/President for review.

30 **Step 12: Notification to the Evaluation Committee**

31 The Superintendent/President shall notify the Evaluation Committee, in writing, whether they agree or

1 disagree with the Committee Report-Evaluation of Tenure-Track Faculty.

2

3 **Agreement**

4 If the Superintendent/President agrees with the Evaluation Committee Report – Evaluation of Tenure-
5 Track Faculty, they prepare the recommendation and forward it to the Board of Trustees.

6 **Disagreement**

7 If the Superintendent/President disagrees with the Evaluation Committee Report – Tenure-Track Faculty:

8 The Superintendent/President and the Evaluation Committee members shall make efforts to reach
9 agreement. The Superintendent/President may meet with the Joint Review Committee and the Evaluation
10 Committee.

11 Should the Superintendent/President not agree with the Evaluation Committee’s recommendation, they
12 shall present their recommendation, with justification in writing, together with the Evaluation Committee’s
13 recommendation, to the Board of Trustees.

14 The Board of Trustees will make the final decision.

15 The Superintendent/President notifies the tenure-track faculty member of the final decision by March 15th
16 of each year during the tenure process.

17 **Step 13: Written Notification**

18 The Superintendent/President shall send written notification of continued employment or termination to
19 tenure-track faculty by registered or certified mail on or before March 15th to the most recent address on
20 file with the District Human Resources Office.

21 **Step 14: Continuation of the Process**

22 **Tenure-Track Spring Semester**

23 The spring semester activities are intended to continue the professional growth of the tenure-track
24 faculty member. The spring semester of the tenure-track evaluation process includes: Meeting with an
25 Equity Mentor, completing equity observations, reviewing success and retention data, implementing and
26 evaluating the DIPA, completing Self-Reflection/Professional Growth form.

27 Tenure-track faculty will be paired with an Equity Mentor for the spring semester. The faculty will work in
28 collaboration with the Equity Mentor over the course of the spring semester to complete the following:

- 29 a) Discussion of success and retention data
- 30 b) Equity observations
- 31 c) Implementation and evaluation of DIPA
- 32 d) Completion of Self-Reflection/Professional Growth form

33 Faculty shall meet with the Equity Mentor at least two times during the spring semester, but may choose

1 to meet additional times, if needed, to complete the items above.

2 **Step 1: Success and Retention Data**

3 The faculty member will be provided success and retention data from all previous semesters. This
4 data will be used in conversation with the Equity Mentor to identify and support areas for growth and
5 create interventions. This data will be used to inform the faculty member’s conversation with the
6 Equity Mentor. The dialogue with the Equity Mentor with regards to data will not be utilized as part
7 of the formal evaluation process.

8 **Step 2: Equity Observations**

9 The equity Mentor will complete at least two equity observations. The faculty member will
10 determine the modality in which equity observations are completed. The equity observation results
11 will not be utilized as part of the formal evaluation process.

12 **Step 3: Implementation and Evaluation of Data Informed Plan of Action (DIPA)**

13 The tenure-track faculty, in collaboration with the Equity Mentor will implement and evaluate the
14 intervention planned on the DIPA form. The evaluatee shall complete the Data-Information Plan of
15 Action (DIPA) during New Faculty Academy in their first fall semester. In the spring semester the
16 completed form will be used to implement and evaluate the intervention identified in the DIPA form.

17 The DIPA form is intended for personal and professional growth. While this form is a part of the
18 evaluation process, this form is not part of the tenure-track evaluation final report.

19 **Step 4: Completion of Self-Reflection/Professional Growth Form**

20 The evaluatee shall complete the appropriate Faculty Self Reflection/Professional Growth form
21 referencing items from the Sierra College Faculty Evaluation Criteria form as appropriate. The
22 evaluatee is encouraged to use the results of the student surveys, equity observations and success and
23 retention data as a basis for completing the Faculty Self-Reflection/Professional Growth form. The
24 form will be completed by the end of the spring semester and uploaded to the tenure-track faculty-e-
25 Portfolio in Canvas and will be used to guide the tenure-track process in subsequent fall semester(s).

26 The Evaluation Committee may meet after March 15th of the first full academic year, as needed, to
27 determine the work schedule and tenure review activities for the remainder of the tenure process.
28 Evaluations of tenure-track faculty with split assignments (assignments involving different departments or
29 divisions) may continue in the Spring Semester.

30 **Step 15: Disposition of Review Materials**

31 The co-Chairs collect all materials from Evaluation Committee members and arranges for proper
32 disposition. All materials not required for the personnel file shall be shredded or returned to the evaluatee.

33

1 **Step 16: Personnel File**

2 The following documents shall be kept in the personnel file:

- 3 • Committee Report,
4 • Self-Evaluation Forms,
5 • Observation Forms,
6 • Surveys (computer tally sheets and transcribed comments),
7 • Committee Minutes.

8 **Process after Tenure is Granted**

9 After tenure is granted, the faculty member will be evaluated in the third year following tenure and
10 thereafter in accordance with Article 18, Section 2, Evaluation of Tenured Faculty.

11 **Timelines**

12 Every attempt will be made to conform to the timelines specified in this Article. Failure to meet a
13 timeline, however, will not invalidate a determination by the District not to reemploy a tenure-track
14 faculty member so long as the non-reemployment conforms to State law.

15 **Disputes**

16 The result of a tenure-track evaluation is not a matter of grievance.

17

1 **SECTION 2: EVALUATION OF TENURED FACULTY**

2 **Purposes of Evaluation**

3 The purposes of evaluation of tenured faculty are:

- 4 1) to recognize and acknowledge good, equitable, and culturally responsive teaching and/or service
- 5 to the department,
- 6 2) to ensure and acknowledge participatory governance participation, serving on committees, and
- 7 other contributions to the college community,
- 8 3) to help tenured faculty to further their professional growth over time,
- 9 4) to identify and document performance improvement needs in the objectives areas listed below
- 10 and initiate Phase Two evaluation.

11 **Objectives of the Tenured Faculty Evaluation**

12 The objectives of evaluating tenured faculty are to assure that faculty demonstrate:

- 13 1) effective communication and collaboration,
- 14 2) effective delivery of teaching or special services, including equity practices that create an
- 15 environment of inclusion,
- 16 3) self-reflection and self-development,
- 17 4) inclusive, equitable, and learner centered course design and curriculum to include knowledge
- 18 and application of technology and accessibility,
- 19 5) consistent, timely, and equity-minded assessments,
- 20 6) performance of college service, including, but not limited to, participatory governance and
- 21 fulfillment of professional responsibilities.
- 22 7) knowledge and currency in their discipline including connecting learning to 21st century skills
- 23 necessary for college and career success.

24
25 In addition to the objectives described above and pursuant to Title 5 of the California Code of Regulations
26 section 53603 regarding Diversity Equity Inclusion Accessibility (DEIA): “Faculty members shall employ
27 teaching, learning, and professional practices that reflect DEIA and anti-racist principles, and in particular,
28 respect for, and acknowledgment of the diverse backgrounds of student and colleagues to improve
29 equitable student outcomes and course completion.”
30

31 **Evaluation Committee for Tenured Faculty Evaluations**

32 Composition of Evaluation Committee:

33 Evaluatee (non-voting member)

34 One (1) division peer evaluator (voting), who will serve as committee co-chair. The division peer
35 co-chairs and co-facilitates, with the AEA, committee discussion of the evaluatee’s progress toward
36 their previous plan for enhancing teaching and/or special service and also leads discussion
37 regarding commendations and recommendations for the evaluatee based upon their teaching and
38 service for the current evaluation period.

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1 One (1) faculty peer (voting) selected by random process from a rotating pool of tenured full-
2 time faculty members from outside of the evaluatee's division.

3 One (1) appropriate Educational Administrator (AEA) (voting). The AEA's role on the committee
4 is to co-chair and oversee completion of the committee's responsibilities as defined in this
5 article, participate as a member of the committee, and prepare the final committee report.

6 One (1) resource person (optional and non-voting).

7 **Schedule of Evaluation for Tenured Faculty Evaluations**

8 Tenured faculty will be evaluated, as required by California Education Code, once every three (3)
9 academic years.

10 Evaluation schedules, timelines, and the list of evaluators will be developed by the Human Resources
11 Office.

12 The AEA shall notify all evaluatee's of the evaluation procedures and of deadlines for submission of
13 materials.

14 The evaluation may be scheduled for either the Fall or Spring semester of the evaluation year.

15 **Rotation of Evaluations**

16 Tenured faculty shall undergo evaluation in the third year after tenure is granted and every third year of
17 service after that.

18 **Evaluation Responsibilities**

19 The evaluation of tenured faculty shall be conducted by the Evaluation Committee. The AEA serving on
20 the Evaluation Committee shall be responsible for keeping minutes of all meetings. In the event the
21 evaluatee or any member of the Evaluation Committee delays or prevents any element of the evaluation
22 process to take place (e.g. failure to attend meetings or to perform required tasks as well as items noted
23 in the section), the Evaluation Committee may proceed with the process.

24 Even if the Evaluation Committee is unable to perform any requirements of the valuation process (such as
25 conducting classroom observations or service observations; obtaining surveys; receiving the self-
26 evaluation forms; due to lack of cooperation from the faculty member under review, the evaluation will
27 be considered complete on the information available.

28

1 **PHASE ONE EVALUATION PROCESS – TENURED FACULTY EVALUATION**

2 **Step 1: Evaluation Committee Selection Process**

3 The division peer shall be a tenured faculty member with appropriate subject matter expertise, if at all
4 possible. If the AEA and the evaluatee cannot agree on the selection, the division peer evaluator will be
5 selected by the Joint Review Committee. The division peer shall serve for the duration of the evaluation
6 process.

7 The second faculty peer shall be selected by random process from a rotating pool of tenured full-time
8 faculty members from outside of the evaluatee’s division.

9 The Evaluation Committee may bring in a resource person who serves as a non-voting member of the
10 Evaluation Review Committee to advise the Evaluation Committee and verify the evaluatee’s expertise in
11 the discipline or instructional modality.

12 If any committee member is unable to serve for the duration of the process, they will be replaced by the
13 Joint Review Committee.

14 **Step 2: Initial Meeting of Evaluation Committee**

15 The AEA shall call the initial meeting of the Evaluation Committee and coordinate all activities of the
16 Evaluation Committee.

17 A minimum of two (2) classes shall be evaluated. Overload classes shall be substituted for the evaluatee’s
18 regular load classes to ensure that at least two (2) instructional modalities are evaluated (lecture, lab,
19 online, hybrid, hy-flex, activity, and athletic coaching). If teaching an eight (8) week course, and if
20 appropriate, it may be included as one of the two (2) classes observed. The evaluation of distance
21 learning classes shall be conducted in accordance with section 4 of this Article.

22 The Evaluation Committee is responsible for determining which classes are to be visited and which
23 Evaluation Committee member will conduct the classroom observations. The evaluatee will be advised in
24 advance of the observations.

25 There shall be student surveys in each of the evaluatee’s regular load classes. The Evaluation Committee is
26 responsible for determining which Evaluation Committee members will administer the surveys. The
27 evaluatee will be advised in advance of the student surveys.

28 **Special Services Faculty and Athletic Coaches**

29 For special services faculty and athletic coaches, the Evaluation Committee shall agree upon an evaluation
30 process which includes a minimum of thirty (30) service surveys or surveys of 90% or more of applicable
31 student-athletes and two (2) service observations appropriate to the service provided by the evaluatee,
32 whenever possible. The service observations and surveys should be of a significant number and duration
33 adequate to provide an in-depth evaluation. Overload classes shall be evaluated if the evaluatee does not
34 teach as part of their regular load. At least two instructional modalities taught by the evaluatee are to be

ARTICLE 18: EVALUATION

1 evaluated (lecture, lab, online, hybrid, hy-flex, activity, and athletics coaching). The evaluation of distance
2 learning classes shall be conducted in accordance with Section 4 of this Article.

3 The evaluatee will be given a copy of the observation forms and survey results within two (2) weeks of their
4 being performed, when possible. A minor breach of this timeline does not prejudice the outcome. A
5 second copy shall be held in the division office for review by each Evaluation Committee member.

6 The Evaluation Committee will develop a timeline for the valuation process with the evaluatee.

7 **Step 3: Classroom Observation or Service Observation**

8 The classroom observations will be a full class or at least 60 minutes in duration. A Classroom Observation
9 Form will be completed by the visiting Evaluation Committee member and submitted to the appropriate
10 division office within 72 hours of completion of the observation, when possible.

11 Each service observation will be at least 30 minutes in duration. A Service Observation form will be
12 completed by the visiting Evaluation Committee member.

13 **Step 4: Surveys**

14 The committee will determine the content of any optional items on the Student Survey Form. Student
15 surveys will be administered in all of evaluatee's regular load classes. The evaluatee will leave the classroom
16 prior to the administration of the student surveys.

17 Student Service surveys and/or other appropriate surveys will be administered to the number of students
18 or appropriate people as determined by the Evaluation Committee. Students and staff will complete the
19 appropriate forms and/or surveys. The forms will be developed by each category of special services
20 faculty and athletic coaching in conjunction with the AEA and approved by the District and SCFA
21 negotiation teams prior to use.

22 All evaluation forms are included as an appendix at the end of this contract. All of these forms shall include
23 lines for the evaluatee to sign upon completion of the evaluation process thereby indicating awareness of
24 the purposes and contents of each form.

25 The evaluatee will be given a copy of the observation forms and survey results within two (2) weeks of their
26 being performed, when possible. A minor breach of this timeline does not prejudice the outcome. A
27 second copy shall be held in the vision office for review by each Evaluation Committee member.

28 **Step 5: Self-Evaluation Forms**

29 The evaluatee shall complete the appropriate Faculty Self-Evaluation form referencing items from the
30 Faculty Evaluation Criteria form. The evaluatee is encouraged to use the results of the student surveys
31 (computer tally sheets and student comments) as a basis for completing the Faculty Self-Evaluation form.
32

1 **Step 6: Committee Meetings and Draft Committee Report**

2 The evaluatee and Evaluation Committee members shall meet to discuss all evaluation results (classroom
3 observation or service observation, surveys, self-evaluation forms).
4

5 At any stage of the process after the goals and objectives are established, the Evaluation Committee may
6 meet without the evaluatee. The evaluatee shall be notified as to the purpose and outcomes of any such
7 meetings held with the evaluatee not being present. All meetings of the Evaluation Committee shall be
8 documented by the keeping of minutes. The AEA serving on the Evaluation Committee shall be responsible
9 for keeping the minutes.

10 The Evaluation Committee and the Committee chair shall assist the AEA in drafting the Evaluation
11 Committee Report-Tenured Faculty. Voting committee members shall seek consensus regarding
12 preparation of the contents of the final report. The AEA will note the committee’s commendations and
13 recommendations in the final report but is solely responsible for development of the overall content of the
14 final report.

15 **Step 7: Committee Report-Evaluation of Tenured Faculty**

16 The AEA shall finalize the Final Evaluation Committee Report-Tenured Faculty and submit the report to
17 the evaluatee and Evaluation Committee for signatures.

18 Supporting documents for the Evaluation Committee Report-Tenured Faculty shall include:

- 19 • Self-Evaluation Forms
- 20 • Surveys (computer tally sheets and transcribed unedited comments)
- 21 • Survey form (appropriate to the position)
- 22 • Classroom Observation or Service Observation Forms

23 The final committee report shall be signed by the evaluatee and all committee members. The signatures on
24 the report acknowledge only receipt and review of the report.

25 **Step 8: Committee Member’s Statement of Exception**

26 A committee member may attach to the Evaluation Committee Report-Tenured Faculty a written
27 statement of exception to any specific portion or all of the report.

28 **Step 9: Evaluatee’s Statement of Exception**

29 The evaluatee may attach to the Evaluation Committee Report-Tenured Faculty a written statement of
30 exception to any specific portion or all of the report.

31 **Step 10: Personnel File**

32 The following documents shall be kept in the personnel file:

- 33 • Final Evaluation Committee Report;

ARTICLE 18: EVALUATION

- 1 • Self-Evaluation Forms;
- 2 • Observation Forms;
- 3 • Surveys (computer tally sheets and transcribed comments);
- 4 • Evaluation Committee minutes

5 **Tenured Faculty Evaluation – Joint Review Committee**

6 If a faculty member’s performance is rated as “Needs Improvement” or lower by the Evaluation
7 Committee, the Joint Review Committee shall be informed. The Joint Review Committee, after meeting
8 with the Evaluation Committee and evaluatee, may place the evaluatee in a Phase Two evaluation for the
9 following year.

10 Phase Two evaluation will be the same process used for first-year non-tenured faculty, unless the Joint
11 Review Committee agrees that a different process, other than the first-year non-tenured faculty process,
12 would be more appropriate under the circumstances. Regardless of the process used, the Phase Two
13 evaluation shall be documented.

14 During the two (2) years in-between evaluation years, if performance concerns arise, the AEA may request
15 an off-cycle evaluation be conducted. This will occur only when the AEA has made the request for an off-
16 cycle evaluation which is supported by the Vice President of Instruction or the Vice President of Student
17 Services and subsequently approved by the Joint Review Committee after reviewing the request.

18 **Disputes**

19 The results of the evaluation process are not a matter for grievance.

20

1 **SECTION 3: EVALUATION OF PART-TIME FACULTY**

2 **Purpose of Evaluation**

3 The purpose of evaluation of part-time faculty is to maintain the quality of the educational programs and
4 services at Sierra College consistent with the evaluation criteria as outlined in the Sierra College Faculty
5 Evaluation Criteria form.

6 **Scheduling of Evaluation of Part-Time Faculty**

7 Part-time faculty shall be evaluated during the first semester of employment by the AEA or designee.

8

9 Part-time faculty shall be evaluated once every sixth semester, or more often at the discretion of the AEA.

10

11 At least one course will be evaluated. If the evaluatee is teaching on-ground and online, both modalities
12 will be evaluated (hybrid may count for both modalities). Additional instructional modalities may be
13 evaluated (lecture, lab, online, hybrid, hy-flex, activity, and athletic coaching). The evaluation of distance
14 learning classes shall be conducted in accordance with Section 4 of this article.

15 **Evaluation Process for Part-Time Faculty**

16 The AEA or designee shall notify the evaluatee of the evaluation procedure. The evaluatee will be advised in
17 advance of the planned evaluation date and time.

18 **Part-Time Special Services Faculty and Athletic Coaches**

19 For part-time special services faculty and athletic coaches, the Evaluation Committee shall agree upon an
20 evaluation process which includes a minimum of thirty (30) service surveys, when possible or surveys of
21 90% or more of applicable student-athletes, when possible and two (2) service observations appropriate
22 to the service provided by the evaluatee. The services observations and surveys should be of a significant
23 number and duration adequate to provide an in-depth evaluation. If the evaluatee is teaching, at least one
24 course will be evaluated. If the evaluatee is teaching on-ground and online, both modalities will be
25 evaluated (hybrid may count for both modalities). Additional instructional modalities may be evaluated
26 (lecture, lab, online, hybrid, hy-flex, activity, and athletic coaching). The evaluation of distance learning
27 classes shall be conducted in accordance with Section 4 of the article.

28 **Classroom Observation or Service Observation**

29 Classroom observations will be full class or at least 60 minutes in duration. Classroom Observation Forms
30 will be completed by the AEA or designee.

31

32 Service observations will be at least 30 minutes in duration. Service Observation Forms appropriate to the
33 position will be completed by the AEA or designee. The forms will be developed by each category of
34 special services faculty and athletic coaching in conjunction with the AEA and approved by the District and
35 SCFA negotiation teams prior to use.

36

1 **Surveys**

2 The AEA or designee determines the content of any optional items of the Student Survey Form. Student
3 Surveys will be administered in each instructional modality taught (lecture, lab, online, hybrid, hy-flex,
4 activity, and athletic coaching). The evaluatee will leave the classroom prior to the administration of the
5 Student Surveys by the AEA or designee.

6
7 Student Service Survey Forms will be administered by the AEA or designee. Students and/or staff will
8 complete the appropriate form and/or survey. The Educational Administrator will determine the proper
9 number of students or clients to be surveyed.

10 **Results of Surveys**

11 The evaluatee will be given a copy of the observation forms and survey results within two (2) weeks of their
12 being performed, when possible. A minor breach of this timeline does not prejudice the outcome. A
13 second copy shall be held in the division office for review by each Evaluation Committee member.

14 **Self-Evaluation**

15 The evaluatee shall complete the self-evaluation section of the appropriate Evaluation Report.

16 **Educational Administrator Evaluation**

17 The AEA shall complete the educational administrator evaluation section of the appropriate Evaluation
18 Report.

19 **Supporting Documents**

20 Supporting documents for the Evaluation Report include:

- 21
 - Surveys (e.g., completed tally sheets and transcribed unedited comments)
 - Classroom Observation or Service Observation Forms

22
23 All forms shall include a line for the evaluatee to sign after the evaluation thereby indicating awareness of
24 the purpose and content of each form. Forms are included in the appendix at the end of this contract.

25 **Evaluee's Statement of Exception**

26 The evaluatee may submit a written statement of exception to any specific portion or all of the report.

27 **Personnel File**

28 The completed Evaluation Report and supporting documents shall be maintained in the evaluatee's
29 Personnel file.

30 **Disputes**

31 The result of the evaluations process is not a matter for grievance.

1 **SECTION 4: EVALUATION OF DISTANCE LEARNING INSTRUCTION**

2 **Purpose of Evaluation**

3 The purpose of the evaluation of online and hybrid faculty is to maintain the quality of the educational
4 programs and services at Sierra College consistent with the criteria as outlined in the Faculty Evaluation
5 Criteria form.

6 **Scheduling of Evaluation for Distance Learning Assignments**

7 All distance learning modalities (online and hybrid) will be evaluated in accordance with the appropriate
8 section(s) of this article.

9 **Evaluation Process for Distance Learning Assignments**

10 The AEA shall notify the evaluatee of the evaluation procedure. The evaluatee will be advised in advance of
11 the planned evaluation period. A resource person will be appointed by the AEA from a list provided by the
12 Distance Learning Instructional Technology Committee if needed to ensure appropriate instructional
13 modality expertise. Specific electronic evaluation forms for distance learning student surveys and distance
14 learning faculty observations shall be used for the evaluation process. All evaluation forms are included as
15 an appendix at the end of this contract. A course accessibility and effective practices check will be
16 conducted by Distance Learning during the evaluation process. A course may be referred to Distance
17 Learning for additional review and support as needed.

18 **Online Course Observations**

19 Online course observations will occur over a two-week period. The observations should be of a significant
20 number and duration adequate to provide an in-depth evaluation. Evaluation criteria will be consistent
21 with the criteria outlined in the Faculty Evaluation Criteria form. An Online Course Observation form will
22 be completed by the visiting evaluator.

23 **Surveys**

24 Student surveys for all Distance Learning instructional modalities will be administered online in a
25 confidential manner through the District's course management system by the Distance Learning
26 Department. Students will have one week to complete the evaluation from the time that it is posted in the
27 course management system. Data will be compiled and results sent to the AEA.

28 **SECTION 5: EVALUATION OF YEAR-TO-YEAR NON-TENURE TRACK FACULTY**

29 The Year-to-Year Non-Tenure Track Faculty Evaluation Process is a continuation of the District's search,
30 recruitment and selection process. Recommendations to the Board of Trustees for continued employment
31 of Year-to-Year Non-Tenure Track faculty in the Sierra College District shall be made primarily on the basis
32 of the review conducted under the provisions of this article. The evaluation will follow the tenure track
33 faculty process for the first four (4) years except that there will be no recommendation for tenure in the
34 fourth year. After the first four (4) years, the review will follow the processes of tenured faculty.

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SECTION 6: EVALUATION OF DEPARTMENT CHAIRS

All department chairs will be evaluated during the second semester of each term. The evaluation will be conducted by the AEA and will take into account the duties and responsibilities of the chairs listed in Article 21 of this contract. Evaluation forms are included as an appendix in this contract.

Supporting documents will include:

- Department chair Evaluation Form
- Surveys of the department faculty

The process will be used only to evaluation the faculty member’s performance as chair and shall not become part of the official personnel record or file.

ARTICLE 19: DISPUTE RESOLUTION AND GRIEVANCES

1 Faculty members are encouraged to discuss any disputes with an appropriate AEA although this
2 consultation will not alter the term limits for the grievance process.

3 The faculty member may elect to have an SCFA representative with him/her at any stage of the procedure.
4 The faculty member has the right to include a union representative in meetings with an AEA that could
5 result in possible disciplinary action.

6
7 The time limits specified in the grievance process at each level should be considered to be maximums.
8 The time limits may be altered by written mutual agreement between the principal parties to the
9 grievance.

10 **Definitions**

11 **Grievance**

12 A formal written allegation by the faculty employee(s) hereinafter referred to as the “grievant”, that
13 he/she has been adversely affected by an alleged violation of the specific provisions of this Agreement.
14 Actions to challenge or change the policies of the District as set forth in the rules and regulations, Board
15 policies, or Administrative Regulations and procedures, must be undertaken under separate legal
16 processes. Other matters for which a specific method of review is provided by law, by the policies of the
17 Board of Trustees, or by the administrative regulations and procedures of this College District, are not
18 within the scope of this procedure.

19 **Day**

20 A contracted work day of the grievant.

21 **Immediate Supervisor**

22 The management employee having the most immediate jurisdiction over the grievant.

23 **Conditions Disallowing a Grievance**

24 Failure by the grievant at any step to appeal a grievance to the next step within the specified time limit
25 shall disallow the grievance. Failure of District management at any step to submit a written disposition
26 within the specified time limit shall allow the grievance to proceed to the next level.

27 **Filing**

28 The actual receipt in the office of the immediate supervisor, the appropriate Vice President, or the
29 President within the same limits as provided.

30 **Informal Level**

31 Before filing a formal written grievance, the grievant shall attempt to resolve the issue by an informal
32 conference with the Grievant’s immediate supervisor.

33

34

ARTICLE 19: DISPUTE RESOLUTION AND GRIEVANCES

1 **FORMAL LEVEL**

2 **Step 1: Filing of a Grievance**

3 Within twenty (20) days after the occurrence of the act or omission giving rise to the grievance or within
4 twenty (20) days of the time the grievant with due diligence should have been aware of the act or
5 omission, the grievant must file in the office of the immediate supervisor such grievance in writing.
6 (Grievance Form – Step 1)

7 This statement shall be a clear, concise statement of the grievance, the specific Article(s) and Section(s)
8 alleged to have been violated, the circumstances involved, the decision rendered at the informal
9 conference, and the specific remedy sought by the grievant.

10 The supervisor shall communicate a decision in writing to the grievant within ten (10) days after receiving
11 the grievance. (Grievance Answer – Step 1). If the supervisor does not respond within the time limit, the
12 grievant may appeal to the next level.

13 Within the above time limits, either party may request a personal conference with the other party.

14 **Step 2: Appeal to Vice President**

15 In the event the grievant is not satisfied with the decision at Step 1, the grievant may appeal the decision
16 by filing the appropriate form (Grievance Form – Step 2) in the office of the Vice President within ten (10)
17 days of the grievant's receipt of the supervisor's decision.

18 This statement shall include a copy of the original grievance, the decision rendered by the supervisor, and
19 a clear, concise statement of the reasons for the appeal. The Vice President or designee shall
20 communicate a decision in writing to the grievant within ten (10) days after receiving the appeal.
21 (Grievance Answer – Step 2). Within the above time limits, either party may request a personal
22 conference with the other party.

23 **Step 3: Appeal to Superintendent/President**

24 If the grievant is not satisfied with the decision in Step 2, the grievant may appeal the decision by filing the
25 appropriate form (Grievance Form – Step 3) in the office of the President/Superintendent within ten (10)
26 days of the grievant's receipt of the Vice President's decision.

27 This statement shall include a copy of the original grievance, the decision rendered by the supervisor, the
28 decision rendered by the Vice President, and a clear, concise statement of the reasons for the appeal.

29 Within ten (10) days from the date of filing, the president or designee shall meet with the grievant, any
30 involved supervisor or management employee, and the grievant's designated Grievance Representative in
31 an effort to resolve the grievance. The President or designee shall within ten (10) days of said meeting
32 give the answer in writing with respect to the grievance, with a copy to the grievant, the Association, and
33 the Vice President. (Grievance Answer – Step 3).

34 If, by mutual agreement, the grievant and the Superintendent do not wish to proceed with Step 4 or Step
35 5 of the grievance procedure, they may elect to take the grievance directly to the Board of Trustees for
36 action.

ARTICLE 19: DISPUTE RESOLUTION AND GRIEVANCES

1 **Step 4: Advisory Arbitration**

2 If the grievant is not satisfied with the Superintendent's response at Step 3, or if the response is not
3 submitted within agreed time limits, the grievant may, within ten (10) working days of receipt of the
4 Superintendent's decision, notify the Superintendent in writing of his/her intention to proceed to advisory
5 arbitration. If the faculty member is not represented by the Association, the Superintendent will notify the
6 Association of the request.

7 The arbitrator shall have no power to add to, or delete, or amend the terms of this Agreement.

8 The arbitrator shall be selected by mutual agreement. If the parties are unable to agree on an arbitrator,
9 the following procedure will be used:

10 A representative of the grievant and the Board's representative shall select the arbitrator from the
11 California State Conciliation Service's list of five (5) names by eliminating names until one name remains.

12 The first option of elimination shall be determined by lot. The one remaining name shall be the arbitrator.
13 The process of striking names shall occur within ten (10) working days of receipt of the list of both parties.

14 The decision of the arbitrator shall be submitted to the Superintendent, grievant, and Association.

15 The fees of the arbitrator and related costs shall be borne equally by the District and the grievant or the
16 Association.

17 **Step 5: Appeal to the Board of Trustees**

18 If either the grievant or Superintendent is not satisfied with the recommendation of the arbitrator, either
19 may appeal for action to the Board of Trustees by filing a written appeal in the Superintendent's office
20 within ten (10) days upon receipt of the arbitrator's recommendation, and copies of such appeal shall be
21 given to all parties.

22 The appeal shall be considered at the next regularly scheduled District Board of Trustees meeting
23 consistent with the agenda items submission deadline. If the Board desires additional information, it may
24 gather additional facts in a hearing with both parties present and permitted to add to the record. The
25 Board shall make its decision based on the record submitted by the arbitrator and any additional facts
26 presented in the Board hearing. If any management representative, excluding the Superintendent in his
27 capacity of Secretary to the Board unless he participates as a management representative, is present
28 during any Executive Session regarding the grievance, the grievant or his/her designee shall be notified in
29 writing of this Executive Session and have the option of being in attendance. The decision of the District's
30 Board of Trustees shall be communicated in writing within ten (10) working days of the Executive Session
31 hearing.

32 **Grievance Forms**

33 The forms for the Grievance Process are available in the Human Resources Office. The following pages are
34 replicas of the forms used in the process.

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ARTICLE 19: DISPUTE RESOLUTION AND GRIEVANCES

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**SIERRA COLLEGE GRIEVANCE FORM STEP 1
FACULTY**

Upon completion of this form please
Distribute as follows:

- Original - Human Resources
- Copy 1 - Supervisor
- Copy 2 - Grievant
- Copy 3 - Grievant
- Copy 4 - Grievant

PLEASE PRINT

EMPLOYEE NAME _____ POSITION _____ TITLE(S) _____

EMPLOYEE NAME _____ POSITION _____

EMPLOYEE NAME _____ TITLE(S) _____

POSITION TITLE(S) _____

CLEAR CONCISE STATEMENT OF THE GRIEVANCE INCLUDING CIRCUMSTANCES INVOLVED (or please attach):

SPECIFIC ARTICLE(S) AND SECTION(S) ALLEGEDLY VIOLATED:

ARTICLE _____ SECTION _____

ARTICLE _____ SECTION _____

ARTICLE _____ SECTION _____

DECISION RENDERED AT THE INFORMAL CONFERENCE: _____

SPECIFIC REMEDY SOUGHT: _____

DATE: _____ SIGNATURE(S) OF GRIEVANT(S) _____

6-2-12

ARTICLE 19: DISPUTE RESOLUTION AND GRIEVANCES

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**SIERRA COLLEGE GRIEVANCE ANSWER STEP 1
FACULTY**

Upon completion of this form please
Distribute as follows:

- Original - Human Resources
- Copy 1 - Supervisor
- Copy 2 - Grievant
- Copy 3 - Grievant
- Copy 4 - Grievant

PLEASE PRINT

EMPLOYEE NAME _____	POSITION _____	TITLE(S) _____
EMPLOYEE NAME _____	_____	POSITION _____
EMPLOYEE NAME _____	TITLE(S) _____	_____
	POSITION TITLE(S) _____	

IMMEDIATE SUPERVISOR'S DECISION

DATE: _____ SUPERVISOR SIGNATURE: _____

ACCEPTED BY: _____ DATE: _____

_____ DATE: _____

_____ DATE: _____

REJECTED BY: _____ DATE: _____

_____ DATE: _____

_____ DATE: _____

6-12-12

ARTICLE 19: DISPUTE RESOLUTION AND GRIEVANCES

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**SIERRA COLLEGE GRIEVANCE FORM STEP 2
FACULTY**

Upon completion of this form please
Distribute as follows:
Original - Human Resources
Copy 1 - Supervisor
Copy 2 - Grievant
Copy 3 - Grievant
Copy 4 - Grievant

PLEASE PRINT

EMPLOYEE NAME _____ EMPLOYEE NAME _____
EMPLOYEE NAME _____ EMPLOYEE NAME _____
EMPLOYEE NAME _____ EMPLOYEE NAME _____

CLEAR CONCISE STATEMENT FOR THE REASON FOR THE APPEAL:

SPECIFIC REMEDY SOUGHT:

DATE: _____

SIGNATURE(S) OF GRIEVANT(S)

NOTE: SUBMIT COPY OF ORIGINAL GRIEVANCE WITH THIS FORM.

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**SIERRA COLLEGE GRIEVANCE ANSWER STEP 2
FACULTY**

Upon completion of this form please
Distribute as follows:

- Original - Human Resources
- Copy 1 - Supervisor
- Copy 2 - Grievant
- Copy 3 - Grievant
- Copy 4 - Grievant

PLEASE PRINT

NAME OF GRIEVANT _____

NAME OF GRIEVANT _____

NAME OF GRIEVANT _____

ASSISTANT SUPERINTENDENT'S DECISION

DATE: _____ ASSISTANT SUPINTENDENT SIGNATURE: _____

ACCEPTED BY: _____ DATE: _____

_____ DATE: _____

_____ DATE: _____

REJECTED BY: _____ DATE: _____

_____ DATE: _____

_____ DATE: _____

6-12-12

ARTICLE 19: DISPUTE RESOLUTION AND GRIEVANCES

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SIERRA COLLEGE GRIEVANCE FORM STEP 3

FACULTY

Upon completion of this form please
Distribute as follows:

- Original - Human Resources
- Copy 1 - Supervisor
- Copy 2 - Grievant
- Copy 3 - Grievant
- Copy 4 - Grievant

PLEASE PRINT

EMPLOYEE NAME _____ EMPLOYEE NAME _____

EMPLOYEE NAME _____ EMPLOYEE NAME _____

EMPLOYEE NAME _____ EMPLOYEE NAME _____

CLEAR CONCISE STATEMENT FOR THE REASON FOR THE APPEAL:

SPECIFIC REMEDY SOUGHT:

DATE: _____

SIGNATURE(S) OF GRIEVANT(S)

NOTE: SUBMIT COPY OF ORIGINAL GRIEVANCE WITH THIS FORM.

6-2-12

ARTICLE 19: DISPUTE RESOLUTION AND GRIEVANCES

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**SIERRA COLLEGE GRIEVANCE ANSWER STEP 3
FACULTY**

Upon completion of this form please
Distribute as follows:

- Original - Human Resources
- Copy 1 - Supervisor
- Copy 2 - Grievant
- Copy 3 - Grievant
- Copy 4 - Grievant

PLEASE PRINT

NAME OF GRIEVANT _____

NAME OF GRIEVANT _____

NAME OF GRIEVANT _____

PRESIDENT'S DECISION

DATE: _____ PRESIDENT'S SIGNATURE: _____

6-12-12

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1 **General Provision**

2 There shall be one (1) official District personnel file for each faculty member maintained in the District's
3 Personnel Office. The District Personnel Office shall maintain a log indicating the date of placement of
4 any written materials placed in the personnel file.

5 **Contents of Personnel File**

6 The personnel file consists of the following materials developed and received in the course of district
7 business.

8 **Initial Employment Record**

- 9 • Application
- 10 • Supplement Application(s)
- 11 • Transcripts of Academic Records
- 12 • Verification of Related Work Experience
- 13 • Pre-Employment Inquiries such as Interview Records, Letters of Recommendation, Testing
14 Materials
- 15 • Health Verification Documents(s)
- 16 • Approval of Employment – Board Action

17 **Service Records**

- 18 • Evaluation Reports
- 19 • Written Complaints and Disciplinary Actions
- 20 • Written Rebuttals to Written Complaints and Disciplinary Actions
- 21 • Letters of Recommendation
- 22 • Safety Rules Acknowledgement
- 23 • Annual Employee Salary Data Form
- 24 • Periodic Evidence of Chest X-Ray or Approved Intradermal Tuberculin Test

25 **Other Materials**

26 Other materials not listed above that are considered appropriate for inclusion by the Director of Human
27 Resources shall first be forwarded to the employee. The employee shall have ten (10) days from the
28 receipt of the materials to object to the inclusion. If the employee objects to inclusion, the determination
29 whether to include will be by agreement between the District and the Association.

30 Any person who requests placement of material in the personnel file shall sign and date the request.

31 **Usage of Personnel File**

32 Only materials in the official District personnel file shall be used in any proceeding affecting the status of
33 the faculty member's employment with the District.

34

1 **Access to Personnel Files**

2 A faculty member may, by request, inspect his/her personnel file in the Personnel Office.

3 The faculty member's request for inspection shall be during a time when the faculty member is not
4 required to render service to the District.

5 Inspection of the faculty member's personnel file is not to include ratings, reports, or records which:

- 6 • were obtained prior to the employment of the person involved;
- 7 • were prepared by identifiable examination committee members, or;
- 8 • were obtained in connection with the promotional examination

9 Personnel files shall not be removed from the Personnel Office without prior approval of the Director of
10 Human Resources or designee.

11 Personnel files shall be inspected in the presence of an official of the Personnel Office or other designated
12 management employee.

13 The faculty member may be accompanied by a representative when inspecting his/her file. Anyone other
14 than an appropriate District employee must have written authorization by the faculty member, if not
15 accompanied by him/her.

16 **Access by Third Parties**

17 Personnel files are subject to inspection by third parties (1) with the written consent of the faculty
18 member or (2) pursuant to a subpoena issued in accordance with applicable State or Federal law or (3) the
19 order of a court of competent jurisdiction. Upon receiving a subpoena or court order requesting the
20 production of the records, the Personnel Office shall give the faculty member oral or written notice as
21 soon as possible, but no later than five (5) calendar days after receiving the subpoena or other order. In
22 order to protect the faculty member's right to privacy, prior to complying with the subpoena or court
23 order, the Personnel Office shall authenticate the order and consult legal counsel as may be necessary.

24 **Public Record**

25 Information contained in a faculty member's file that is a public record as defined by the California Public
26 Records Act, commencing with Section 6250 of the Government Code, is subject to inspection by the
27 public in accordance with the Act.

28 **Copy of Records**

29 Upon request, any faculty member may receive copies of materials in his/her personnel file. The faculty
30 member shall pay for the cost of reproduction of materials in accordance with the fee schedule in
31 Administrative Regulation R1120.

32

1 **Information of a Derogatory Nature**

2 Information of a derogatory nature, except materials mentioned under “Access to Personnel Files” shall
3 not be entered or filed unless and until the faculty member is given notice and an opportunity to review
4 and comment thereon.

5 The Associate Vice President of Human Resources shall inform the faculty member of receipt of
6 derogatory material. The faculty member shall have ten (10) employee working days to enter a response
7 to any derogatory material.

8 “Derogatory” shall be interpreted to mean any information that would be considered degrading,
9 detracting, or disparaging to the employee. However, if the employee believes that any information to be
10 placed in the personnel file is derogatory, the employee may respond in writing.

11 The information shall be considered a part of the personnel file when (1) time for filing a grievance has
12 lapsed or (2) the document has been sustained by the grievance process. If the grievance is sustained, the
13 information shall not be considered a part of the personnel file and is a Class 3 disposable record.

14 **Sealing of Derogatory Information**

15 After four (4) years, a faculty member may request in writing to the Associate Vice President of Human
16 Resources, to have materials of a derogatory nature in his/her personnel file sealed from access by anyone
17 other than the President/Superintendent.

18 The request shall be acted upon by the President/Superintendent within a reasonable period of time from
19 receipt of the written request.

20 In the event the President/Superintendent needs to unseal the materials, he/she shall notify the faculty
21 member of the time, date, and place of such action. The faculty member may be present and may be
22 accompanied by a representative.

23

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ARTICLE 21: DEPARTMENT CHAIR PROVISION

1 **Statement of Purpose:**

2 This document establishes definitions as they related to department chairs, outlines the duties and
3 responsibilities of a chair, establishes compensation levels, and provides a procedure for the election,
4 evaluations, and removal of a chair.

5 **Definitions**

Discipline:	A specific course of study.
Department:	A group of disciplines whose faculty members, with the approval of the appropriate educational administrator, have agreed to act as a single unit for the purposes of coordinating the program(s). A department must consist of a minimum of 1.0 FTEF.
Department Chair:	A faculty member who has been designated by the members of the department by election or other means as described later to work with the appropriate educational administrator to facilitate department matters.
Appropriate Educational Administrator:	For example, one of the following: Vice President, Dean, or Associate Dean.

6 If a department has a coordinator who already performs the duties as defined in this article, there will not
7 be a department chair for that department.

8 **Determination of Departments**

9 Each division shall determine the composition of the departments within the division based upon the
10 definition above.

11 It is recognized that related disciplines can cluster to act as a department. It is further recognized that
12 disciplines may need to separate from larger departments. When such occasions arise, the appropriate
13 educational administrator(s) will work with the discipline to develop a recommendation. That
14 recommendation will be sent forward for consideration to a review panel consisting of the Vice President
15 of Instruction, the appropriate educational administrator (AEA), an Academic Senate representative and a
16 representative from SCFA. Distribution of any additional costs associated with such revisions, or savings
17 there from, shall be determined at the SCFA – District negotiations table or, if necessary, at MINT (Mutual
18 Interest Negotiations Team).

19 **Duties and Responsibilities**

20 The primary role of a department chair is that of liaison between the department members, all
21 instructional sites, and the AEA, gaining consensus among department members and representing the
22 department. In addition, a chair engages in multiple tasks generally beyond the responsibilities of a
23 regular faculty member.

24 The following are the primary duties and responsibilities normally expected of a department chair. Since
25 the complexities of the tasks will vary by department, each educational administrator will work closely

ARTICLE 21: DEPARTMENT CHAIR PROVISION

1 with the department chair and the department to determine the specific priorities for the department.

- 2 • Advises and assists the AEA in the creation of department course schedules and faculty
- 3 teaching assignments.
- 4 • Chairs departmental meetings.
- 5 • Participates in meetings of department chairs.
- 6 • Facilitates preparation and implementation of the department budget.
- 7 • Facilitates planning for and utilization of equipment and facilities.
- 8 • Facilitates review, development and implementation of department curricula.
- 9 • Facilitates departmental Planning Assessment Reports (PAR).
- 10 • Represents the department in the development of division priorities.
- 11 • Assists in evaluating department classified staff when appropriate.
- 12 • Works with the AEA in recruitment and selection of part-time faculty.
- 13 • Works with the AEA in the evaluation of part-time faculty as appropriate.
- 14 • Works with the AEA to deal with student complaints as appropriate.
- 15 • Represents the department to the community when appropriate.
- 16 • Attends department advisory committee meetings.
- 17 • Organizes and facilitates Planning and Assessment Day activities.
- 18 • Facilitates the discussion, analysis, and reporting of program/course outcomes.

19

20 In the exercise of these duties and responsibilities, department chairs are under the limitations specified in
21 the Educational Employment Relations Act codified at Government Code Section 3540.1(m), as well as
22 Educational Code section 87610.1(e). Any duties of a management or supervisory nature can only be
23 performed in an incidental manner, and department chairs cannot perform those duties independently –
24 they can only assist and advise the AEA, who remains responsible for the performance of those duties.
25 Supervisory duties include, but are not limited to, creating course assignments, hiring part-time faculty,
26 and managing part-time faculty or any other employees of the District.

27 **Compensation**

28 Department chair compensation will be in the form of a stipend, unless a department chair needs
29 reassigned time to achieve a full base load. Stipend equivalents of reassigned time will be calculated using
30 each department chair's current rate on the overload pay schedule. A department chair's compensation
31 will be divided between reassigned time and a stipend if less than the full compensation amount is needed
32 to reach a full base load.

33 Placement on the schedule below for reassigned time or stipends will be based on the number of FTEF in
34 the department. FTEF shall be taken from the prior year's Fall Productivity Report from the District
35 Research Office.

FTEF	Stipend or Reassigned Time
1.0-2.99	\$1,000 stipend per semester
3.0-12.99	20% reassigned time or stipend equivalent per semester
13.00-22.99	40% reassigned time or stipend equivalent per semester
23.00 or more	60% reassigned time or stipend equivalent per semester

1

2 **ELECTION OF DEPARTMENT CHAIRS**

3 **Eligibility**

4 Only full-time tenured and tenure-track faculty members of a department may be considered for the
5 position of chair.

6 Department chairs are elected by eligible department members.

7 Department members who are eligible to vote include all full-time faculty, and those part-time faculty who
8 have attained seniority rights within the department and taught for at least one semester during the
9 current academic year.

10 A full-time faculty member will be eligible to vote in all departments in which he or she has taught during
11 the current academic year (either as part of regular load or as an overload). A part-time faculty member
12 will be eligible to vote in all departments in which he or she meets the requirements above.

13 **Term**

14 Chairs will serve a two year term. Terms begin July 1 of the first year and end June 30 of the second year.

15 **Nominations**

16 The AEA will notify all eligible department members of the election procedure and deadlines for submission of
17 nominations.

18 Any eligible department member interested in serving as department chair shall submit a memo of intent
19 in writing, submitted by paper copy or email, to the AEA prior to the deadline.

20 Additional nominations may be made by members of the department with the approval of the person
21 being nominated.

22 If only one member of a department is eligible to run for chair, the AEA can appoint that faculty member
23 as chair without election.

24 If only one member of a department is nominated for chair at the close of the nomination period, the
25 deadline to indicate intent to serve will be extended by three business days. If at the end of the extended
26 deadline there is still only one nominee, the AEA can appoint that faculty member as chair without
27 conducting an election.

28 **Election Procedure**

29 All department chair elections will be conducted on the same timeline during the month of April, with
30 exact dates to be established by the division deans, and completed by May 1.

31 All balloting will be done electronically through Sierra College email and conducted by the Research Office.

32 Ballots will remain confidential and the results will be certified and reported by the Research Office.

ARTICLE 21: DEPARTMENT CHAIR PROVISION

1 To be elected, a candidate must receive a majority of the ballots cast. If no candidate emerges with the
2 majority of the votes cast, a run-off election shall be held between the top two candidates.

3 Should any nominated department member wish to question the results of a department chair election,
4 they may submit a request to the Joint Review Committee (JRC as referenced in Article 18) and the JRC may
5 elect to review the election results. In the event the JRC agrees to review the election results, all nominees
6 and the AEA will be notified of the request and the review. The JRC does not possess the authority to
7 change or overturn an election, but rather only to make recommendations to the AEA and the department
8 after reviewing the election results.

9 **Appointment in Lieu of Election of Department Chair**

10 If there are no candidates for the office of department chair, the AEA may appoint an interim department
11 chair.

12 **PERFORMANCE EVALUATION**

13 All department chairs will be evaluated during the second semester of each term, as described in Article
14 18, Section 6. The evaluation will be conducted by the AEA and will include surveys of the department
15 faculty. This process will be used only to evaluate the faculty member's performance as chair and shall not
16 become part of the official personnel record or file.

17 In addition to this scheduled evaluation, chairs may be evaluated as necessary by the AEA.

18 **DEPARTMENT CHAIR RECALL OR REMOVAL**

19 **Faculty Recall:**

20 Recall requires two-thirds of the votes cast. A recall election may be instituted by a petition signed by 30%
21 of the full-time faculty in the department and filed with the AEA. The reasons for recall must be stated.
22 The department chair shall have the opportunity at a department meeting to answer to the reasons for
23 recall. The AEA shall oversee the process. The recall vote will be scheduled as soon as possible after the
24 receipt of the recall petition and the meeting held to discuss the recall.

25 Recall may be instituted no sooner than one semester after the chair takes office. A recalled department
26 chair shall not be eligible for the position of department chair until another chair has served in that
27 position and at least one year has elapsed since having been recalled. All balloting will be done
28 electronically through Sierra College email and conducted by the Research Office.

29 **Administrative Removal**

30 The AEA may conclude on the basis of the department chair performance evaluation material, his/her own
31 assessment or both, that the chair should no longer serve. Under these circumstances, the AEA has the
32 following options:

- 33 1. Call for a department chair election, with the current chair eligible to run.
- 34 2. Recommend removal of the chair through the Vice President of Instruction with notice given
35 to the department. If the Vice President concurs with the AEA's recommendation, and no appeals

ARTICLE 21: DEPARTMENT CHAIR PROVISION

1 are received from the department (excluding the chair) by the Vice President within ten (10) days
2 of the receipt of the recommendation, the chair may be removed effective immediately or at the
3 end of the semester.

4 3. If the AEA's decision is appealed in writing by 30% of the full-time faculty of the department,
5 the Vice President must convene a meeting of the department to discuss the matter. The chair
6 and the AEA may be included in that meeting. Following the meeting, the Vice President may
7 remove the chair or not.

8

9

ARTICLE 21: DEPARTMENT CHAIR PROVISION

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ARTICLE 22: DISTANCE LEARNING INSTRUCTION

1 The mission of Sierra College is to provide an inclusive and safe educational environment for our students.
2 We remain committed to meeting the varied needs of our students for both in person and online learning
3 and services. Our mission requires us to provide a strong faculty and staff presence in both online and on-
4 ground modalities, which is integral to creating a collegial, inclusive environment for employees and
5 students. Sierra College recognizes that the availability of both online and on-ground scheduling can
6 provide flexibility for our employees while contributing to student success.

7 Each full-time faculty member is assigned a primary work site (Rocklin, Roseville, NCC or TT) and will work
8 their accountable hours at that primary site with some flexibility to work off campus based on the AEA's
9 right of assignment. Full-time faculty members are expected to be generally available Monday through
10 Friday as needed to work on or off campus.

11 **Definitions**

12 **Online Course**

13 A course that is delivered 100% online with no in-person attendance required.

14 **Synchronous Online**

15 The class has mandatory scheduled meeting times through an online meeting platform (e.g.
16 Zoom).

17 **Asynchronous Online**

18 The class has no mandatory scheduled online class meetings.

19 **Hybrid Course**

20 A course that is delivered partially online and partially in-person. Any course with both online
21 instruction and scheduled in-person meetings is a hybrid course.

22 **Hy-flex Course**

23 A course that is offered in-person and synchronously online. Students may choose their method
24 of attendance each day.

25 **Distance Learning and Instructional Technology Committee (DLIT)**

26 DLIT consists of the Distance Learning Coordinator, distance learning educational administrator
27 and a minimum of seven faculty (full or part-time) appointed by the Academic Senate. Additional
28 faculty may be appointed so that disciplines taught in the distance learning format are
29 represented.

30 These definitions reflect practice at the time of this contract, but may change as student needs
31 and technology evolve.

32

1 **Assignment**

2 AEA's have right of assignment and will work to keep instructor interest and availability in mind while
3 making assignments that best meet student and scheduling needs. As a result, a Full-time faculty member
4 will have a mix of on-ground and online assignments in their teaching load. In unusual circumstances, the
5 AEA may determine that departmental scheduling needs are best met by offering a full-time faculty
6 member a 100% online teaching load. In such cases, the AEA will bring forward the request to be
7 approved by SCFA and the VPI.

8 Full-time faculty teaching online retain the obligation to fulfill professional responsibilities and engage in
9 the participatory governance process, which may include on-ground activities and meetings. Employees
10 may also be required to attend in-person on campus meetings scheduled by the Supervisor or District
11 Administration during the term of the Agreement including potentially on days when they otherwise do
12 not teach on-ground courses.

13 **Class Size**

14 Maximum class sizes are determined for pedagogical reasons; therefore, on-ground, online and hybrid
15 courses will utilize the same maximum class sizes as stated in the curriculum course outline of record.

16 **Summer Load Limit**

17 A faculty member shall not teach more than 10 loading units online in any summer, defined as the period
18 between end of spring semester and beginning of fall semester. To exceed these limits, the faculty
19 member must receive express written permission from the AEA, CIO and the Association (SCFA).

20 **Faculty/Student Interaction for Online Instruction**

21 Online faculty should be online for a minimum of four out of seven days per week and at least three hours
22 per week. Online instruction shall include regular and substantive interactions between students and
23 faculty. In most instances, students should be able to get a response from faculty within a reasonable
24 amount of time which must also be defined in the syllabus for the course.

25 **Online and Hybrid Course Review Process**

26 All faculty must complete online training offered through the Distance Learning Department, from an
27 approved campus, or through @ONE prior to being assigned an online or hybrid course. Additionally, the
28 course will be reviewed for effective practices and accessibility according to the timelines established by
29 the AEA in conjunction with DLIT committee.

30 **Online Training and Online and Hybrid Course Review Stipends**

31 Compensation for online training and online/hybrid course reviews is as follows:

- 32 1. A faculty member who has completed the Distance Learning Department's online training will
33 receive a \$1000 stipend.
- 34 2. Upon successfully passing the course review for their first online or hybrid course, the faculty
35 member will receive an additional \$1500 stipend.

ARTICLE 22: DISTANCE LEARNING INSTRUCTION

- 1 3. After a faculty member has received the initial training and course review stipends totaling
2 \$2500, they will be eligible to receive a stipend of \$500 for each new online or hybrid course that
3 successfully passes course review.
- 4 a. The \$500 stipend will be awarded only once for a specific course, whether it is an online
5 or hybrid course.
- 6 b. If the approved course is an online course, the faculty member can be assigned to teach
7 the course as a hybrid without going back through the course review process. However,
8 if the approved course is a hybrid course, the faculty member must go through the
9 course review process during the first semester of teaching the course online.

ARTICLE 23: INTELLECTUAL PROPERTY RIGHTS

1 **Introduction**

2 All class or research materials developed by a faculty member (videotapes, computer programs,
3 pamphlets, training materials, outlines, syllabi, audio tapes, and similar materials produced for course
4 sections) shall become the property of that unit member. The right to claim copyright (ownership) of the
5 class or research that results from the systematic organization of these materials shall be as follows:

6 **Outside Work**

7 The faculty member claims the copyright of class or research material if it was created outside his or her
8 assigned time with the District.

9 **Work for Hire**

10 The District claims the copyright of the class or research material if it is “work for hire” (i.e. the work was
11 created by the faculty member within his or her assigned time with the District) or the class is an
12 institutional effort.

13 **Joint Work**

14 The District and the faculty member share the copyright if the class or research material is created under
15 circumstances in which the faculty member contributes his or her time outside the assigned time to the
16 District and the District contributes services, staff, and/or financial resources, or under other circumstances
17 not outlined above. The agreement delineating the terms of shared copyright must be signed by the
18 faculty member, SCFA, and the District in advance of the creation of the class.

19 **Royalty Rights**

20 Royalty distribution rights shall be determined by copyright ownership. Faculty members with full
21 copyright ownership retain full royalty distribution rights. The District with full copyright ownership
22 retains full royalty distribution rights. The use of District resources solely for the delivery of instruction
23 will not be construed as giving the District an interest with regard to intellectual property rights.

24 If the District and faculty member share copyright ownership, the District, on behalf of both parties, shall
25 be responsible for registering copyright. Royalty distribution rights shall be allocated as follows: One
26 hundred percent of royalties or other profits shall be distributed to reimburse the district and/or faculty
27 member(s) for documented expenses for the creation and production of the class or project until all such
28 documented expenses are completely reimbursed. The remainder of any royalties or other profits shall be
29 distributed 50% to the District and 50% to the faculty member(s) sharing the copyright. Distribution of
30 royalty income when there is shared ownership shall be based upon the percentage of ownership as
31 determined above.

32 **Advance Agreement**

33 Issues of copyright ownership and royalty distribution under the provisions of this Article shall be resolved
34 in advance by the Committee on Intellectual Property. This Committee shall consist of an educational
35 administrator selected by the District, a faculty member selected by the Faculty Senate and a faculty
36 member selected by SCFA.

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1 **Introduction**

2 The District and the Association support the American Association of University Professors(AAUP)
3 Statement of Principles on Academic Freedom and Tenure, both the rights and the duties specified therein.
4 This Article is intended to reflect the intent of the AAUP statement and Sierra College Board Policy 4030 as
5 approved on 3/9/2004. This Article is further intended to declare the District’s and the Association’s intent
6 to allow those activities protected by constitutional freedom of speech and other forms of academic
7 freedom protected by the laws of the State of California and the laws of the United States. Nothing in this
8 article is intended to supersede State or Federal laws and/or regulations.

9 **Professional Protections**

10 The College shall maintain and encourage full freedom for its faculty members to investigate, discuss,
11 teach, research, publish, and pursue knowledge in line with the tools of their individual disciplines.

12 Faculty members may discuss their own subject or area of competence in the classroom as well as any
13 other relevant matters, including controversial matters, so long as they distinguish between personal
14 opinions and factual information.

15 Faculty shall be free from harassment, interference, or restrictions based on political views in their
16 exercise of academic freedom as described in this section. The Board or its representatives shall not
17 unlawfully inquire into, nor predicate any adverse action upon, a faculty member’s personal, political, or
18 organizational activities or preferences.

19 **Professional Autonomy**

20 Individual faculty members have the principle right and responsibility, according to their own professional
21 judgment, to determine the methods of instruction, the planning and presentation of course materials and
22 text books, and the fair and equitable methods of assessment in their assignment in accordance with the
23 approved curriculum and course outline and the educational mission of the District in accordance with
24 federal and/or state laws and regulations. Individual faculty members are encourages to work
25 collaboratively with their disciplinary colleagues on course rigor, texts and material selections,
26 assessments and policies, but retain the principle rights and responsibilities described above.

27 **Professional Commitments and Obligations**

28 All faculty members should:

- 29
- 30 • Conduct a classroom environment that is conducive to student learning, growth, and
31 development in which students are free from discrimination, prejudice, and harassment
and in which students are free to express relevant ideas and opinions.
 - 32 • Clearly differentiate to students the expression of a faculty member’s personal opinions
33 or convictions from the objective presentation of theory, fact, or ideas.
 - 34 • Participate in the student grievance process in instances where a student believes his or

1 her rights have been violated.

- 2 • Observe the stated policies and procedures of the district; however, faculty maintain
3 their right to express differences of opinion, engage the district in a discussion as to
4 whether policies and procedures contravene academic freedom, and seek revision to
5 policy and procedures through the faculty role in the participatory governance process.

6 **Article 24 Grievances**

7 The District and the Association agree that this Article applied to both full and part-time faculty and that
8 alleged violations of this article shall be handled through the special grievance process described in this
9 section.

10 **Informal Level**

11 Before filing a formal written grievance, the grievant shall attempt to resolve the issue by an informal
12 conference with the grievant's immediate supervisor.

13 **Formal Level**

14 **Step 1: Filing of a Grievance**

15 Within twenty (20) days after the occurrence of the act or omission giving rise to the grievance based on
16 Article 24, Academic Freedom, or within twenty (20) days of the time the grievant with due diligence
17 should have been aware of the act or omission, the grievant must file in the office of the Vice President of
18 Instruction or the Vice President of Student Services (as appropriate) such grievance in writing. (Grievance
19 Form – Step 1)

20 This statement shall be a clear, concise statement of the grievance and the Section(s) of Article 24 alleged
21 to have been violated, the circumstances involved, the decision rendered at the informal conference, and
22 the specific remedy sought by the grievant.

23 The grievance shall be heard by an ad-hoc committee consisting of the Vice-President of Instruction or the
24 Vice President of Student Services (depending on where the grievance was filed) and three appointees
25 from the Academic Senate.

26 The ad-hoc committee shall communicate a decision in writing to the grievant within twenty (20) days
27 after receiving the grievance. (Grievance Answer – Step 1). If the committee does not respond within the
28 time limit, the grievant may appeal to the next level. If the committee cannot reach consensus within the
29 time limit, the grievance is advanced to Step 2.

30 Within the above time limits, either party may request a personal conference with the other party.

31

1 **Step 2: Appeal to Superintendent/President and President of the Academic Senate**

2 In the event the grievant is not satisfied with the decision at Step 1, the grievant may appeal the decision
3 by filing the appropriate form (Grievance Form – Step 2) in the office of the Superintendent/President
4 within ten (10) days of the grievant’s receipt of the committee’s decision.

5 This statement shall include a copy of the original grievance, the decision rendered by the committee at
6 Step 1, and a clear, concise statement of the reasons for the appeal. The grievance shall be heard jointly
7 by the Superintendent/President and the President of the Academic Senate.

8 The Superintendent/President and the President of the Academic Senate shall communicate a decision in
9 writing to the grievant within ten (10) days after receiving the grievance. (Grievance Answer – Step 2). If
10 the Superintendent/President and the President of the Academic Senate do not respond within the time
11 limit, the grievant may appeal to the next level. If the Superintendent/President and the President of the
12 Academic Senate cannot reach consensus within the time limit, the grievance is advanced to Step 3.

13 **Step 3: Appeal to the Board of Trustees**

14 If the grievant or Superintendent is not satisfied with the decision of the Superintendent/President and the
15 President of the Academic Senate, he or she may appeal for action to the Board of Trustees by filing a
16 written appeal in the Superintendent’s office within ten (10) days upon receipt of the Step 2 decision, and
17 copies of such appeal shall be given to all parties.

18 The appeal shall be considered at the next regularly scheduled District Board of Trustees meeting
19 consistent with the agenda items submission deadline. If the Board desires additional information, it may
20 gather additional facts in a hearing with both parties present and permitted to add to the record. The
21 Board shall make its decision based on the record of the grievance and any additional facts presented in
22 the Board hearing. If any management representative, excluding the Superintendent in his capacity of
23 Secretary to the Board unless he participates as a management representative, is present during any
24 Executive Session regarding the grievance, the grievant or his/her designee shall be notified in writing of
25 this Executive Session and have the option of being in attendance. The decision of the District’s Board of
26 Trustees shall be communicated in writing within ten (10) working days of the Executive Session hearing.
27 The grievance may be heard in public session with the agreement of both the grievant and the District.

28
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1 **SIERRA COMMUNITY COLLEGE DISTRICT RESOLUTION NO. 76-19 (as amended)**

2 **VOLUNTARY RECOGNITION GRANTED, E.E.R.B. RULE 30022**

3 WHEREAS, Section 3540, et seq. of the Government Code, Title 1, Division 4, Chapter 10.7 (Rodda Act)
4 provides that the Public School Employer may voluntarily recognize an employee organization as the
5 exclusive representative of an appropriate unit of faculty; and

6 WHEREAS, the Sierra College Faculty Association, affiliated with the California Teachers Association has
7 requested recognition pursuant to the provisions of the "Rodda Act" and has complied with the
8 appropriate sections of the rules and regulations of the Educational Employment Relations Board; and

9 WHEREAS, the Sierra College Faculty Association has agreed not to seek a clarification or amendment of
10 the representation unit as set forth below:

11 THEREFORE, the Board of Trustees hereby grants exclusive recognition to the Sierra College Faculty
12 Association for the faculty in the representation unit which is comprised of the following positions:

- 13 Administrative Intern,
- 14 Assessment Counselor,
- 15 CCC/Work Experience Coordinator,
- 16 College Health Nurse/Practitioner,
- 17 Contract Ed/Small Business Center Coordinator.
- 18 Coordinator LRC,
- 19 Counselors,
- 20 Enabler for the Handicapped,
- 21 English Writing Center Coordinator,
- 22 EOPS Specialist,
- 23 Instructional Faculty,
- 24 Learning Disabilities Specialist,
- 25 Learning Skills Specialist or Reading Professor,
- 26 Librarians,
- 27 Outreach Specialist,
- 28 Professor/Learning Disabilities and Basic Learning Skills,
- 29 Professor/Special Education,
- 30 Professor/Work Experience Education,
- 31 Public Safety Coordinator,
- 32 Reading/Learning Skills Specialist,
- 33 Rehabilitation Counselor,
- 34 Staff Development Coordinator,
- 35 Writing/Learning Skills Center Coordinator,

36 And excluding all other positions not designated, including but not limited to:

- 37 Assistant Director-Plant Operations,
- 38 Associate Dean-Curriculum and Instructional Support,
- 39 Associate Dean-Liberal Arts,
- 40 Associate Dean-Public Safety,
- 41 Associate Dean-RN/LVN/Health Services,

APPENDIX A

- 1 Associate Dean-Sciences and Mathematics,
- 2 Associate Dean-Student Development and Services,
- 3 Associate Dean-Work Force Development,
- 4 Associate Vice President-Information/Instructional Technologies,
- 5 Associate Vice President-Student Development & Services,
- 6 Bookstore Manager,
- 7 Business Services Supervisor,
- 8 Chief of Police Services,
- 9 Circulation Services Supervisor,
- 10 Community Education Program Manager,
- 11 Computer and Network Operations Supervisor,
- 12 Customized Work Force Training Program Manager,
- 13 Database Administrator/District systems Security Manager,
- 14 Dean-Business and Technologies,
- 15 Dean-Liberal Arts,
- 16 Dean-Library/LRC,
- 17 Dean-P.E./Athletics,
- 18 Dean-Sciences and Mathematics,
- 19 Director of Business Services,
- 20 Director of Research and Planning,
- 21 Executive Assistant to the President/Publications Supervisor,
- 22 Executive Secretary/Board Recorder-President/Superintendent,
- 23 Executive Secretary-Educational Programs and Services,
- 24 Executive Secretary-Finance and Administration,
- 25 Executive Secretary-President,
- 26 Financial Aid Supervisor,
- 27 Manager of Diversity Programs,
- 28 Marketing/Public Relations Supervisor,
- 29 Personnel/Benefits Coordinator,
- 30 Personnel/Classifications and Special Projects Coordinator,
- 31 Personnel/Employment Coordinator.
- 32 Plant Operations Supervisor,
- 33 President/District Superintendent,
- 34 Project Supervisor-Office of Educational Programs and Services,
- 35 Provost-NCC, Associate Vice President – Human Resources,
- 36 Purchasing Supervisor,
- 37 Resident Life Supervisor,
- 38 Small Business Development Center-Assistant Program Manager,
- 39 Small Business Development Center-Program Manager,
- 40 Systems and Programming Manager,
- 41 Tutoring Center Supervisor,
- 42 Vice President for Educational Programs and Services,
- 43 Vice President for Finance and Administration,
- 44

Memorandum of Understanding Regarding Medical Insurance for Part-time Faculty**Memorandum of Understanding****Between Los Rios Community College District and Sierra Joint Community College District for a Joint District Medical Insurance Program for Adjunct Faculty****I. BACKGROUND:**

The Los Rios Community College District and the Sierra Joint Community College District desire to create a program that would permit an adjunct faculty member who is employed at both districts to participate in Los Rios medical insurance program. The development and implementation of joint medical insurance is due to expected State contributions toward medical premiums as provided by Assembly Bill 3099 which established Sections 87860 through 87869 of the California Education Code. This joint district medical insurance program follows the guidelines developed by the State Chancellor's Office for the Part-Time Faculty Medical Program pursuant to AB 3099. The continuation of this agreement is therefore predicated on the continued existence and adequate state funding for the program. Any significant changes due to State guidelines, state reimbursement levels, or other new requirements may result in the termination of this program.

II. PARTICIPANT ELIGIBILITY:

In order to participate in the Los Rios medical program for the Fall or Spring semester, an adjunct faculty member must meet the following eligibility requirements:

- a. The adjunct faculty member must not be covered by insurance provided by another employer of the adjunct faculty member or their spouse.
- b. The adjunct faculty member must have a minimum Los Rios workload of 0.30 FTE as of August 20 and/or February 10 (credit courses only).
- c. The adjunct faculty member must be commencing at least the third semester out of the last five semesters at Los Rios.
- d. The combined work load at both districts must equal or exceed 0.60 FTE as of August 20 and/or February 10 (credit courses only).

III. BENEFITS OF THE PROGRAM:

Participants may enroll IN THE Los Rios medical program for adjunct faculty. This program is a collectively bargained program between the Los Rios College Federation of Teachers and the Los Rios Community College District. As such, the program is subject to future changes that may extend from collective bargaining. A copy of the relevant sections of the current agreement is attached and incorporated by reference into this Memorandum of Understanding. Los Rios will advise Sierra of any changes to the program caused by rate adjustments, collective bargaining, or other causes. This Joint District Medical Insurance Program does not include access to the Los Rios dental insurance plan.

1 IV. ADMINISTRATION:

2 This agreement will be administered as follows:

- 3 a. Eligible adjunct faculty employed at Los Rios Community College District that desire to receive
4 workload credit (FTE) for their employment at Sierra Joint Community College District must
5 provide Los Rios with a form certifying their Sierra and Los Rios qualifying FTE (Form CCFS-361) no
6 later than the due date specified in Section II. The adjunct faculty member must also submit all
7 other forms, certifications, and other documentation as is typically required by Los Rios by the
8 same due date.
- 9 b. Los Rios will provide medical benefits and related district contribution amount as established for
10 the coverage period based on the documentation submitted.
- 11 c. Los Rios will summarize all Sierra FTE that has been submitted for Los Rios benefits and submit a
12 copy of the FTE summary to Sierra by September 1 or March 1 for each semester's coverage.
- 13 d. Sierra will verify the accuracy of the Sierra FTE. If there are any discrepancies, Sierra will report
14 the discrepancy to Los Rios by September 20 or March 20 for each semester's coverage.
- 15 e. If the certified FTE on Form CCFS-361 differs from the FTE confirmed by Sierra, the employee will
16 be asked to resolve the difference. If the difference results in an FTE below the required .60 FTE,
17 coverage will be terminated retroactively and/or the employee will be billed for any insurance
18 premiums or medical services extended.

19 V. FUNDING THE COST OF THE JOINT MEDICAL PROGRAM:

20 The districts agree to share the employer cost as follows:

- 21 a. The total medical insurance premium cost of joint employees will be identified. The maximum
22 district contribution towards medical premiums for a joint employee shall follow the provision
23 outlined in LRCFT/LRCCD collective bargaining agreement.
- 24 b. Los Rios will advise Sierra of the estimated proportionate share of total costs and provide
25 supporting calculations by October 10 and April 10 of each semester's coverage. Los Rios will
26 advise Sierra of the final proportionate share of costs and provide supporting calculations after
27 the final State contributions are known. This final State contribution is expected to be known
28 between June 15 and November 1, near or after the conclusion of the fiscal year.
- 29 c. Such premium costs will be paid proportionately by each district. The Los Rios FTE to be included
30 in the calculation will be the actual Los Rios FTE, which will be not less than 0.30 and not greater
31 than 0.60. The Sierra FTE to be included in the calculation will be the lesser of (2) the actual
32 Sierra FTE, or (b) the difference between 0.60 FTE and the Los Rios FTE.
- 33 d. Sierra will submit payment to Los Rios for the District's estimated proportionate share of costs
34 within 30 days of receipt of invoice.
- 35 e. Upon receipt of State funds for the fiscal year for the Part-Time Faculty Medical Program, each
36 district's cost will be reduced by the proportionate amount of State reimbursements provided.
37 Initial reimbursement from the State is expected around June 15 of the fiscal year. Los Rios will
38 remit Sierra's proportionate reimbursements within 30 days of receiving such State funds.
39

APPENDIX B

1 f. The final proportionate share of costs may differ from the calculated costs due to changes in
2 State contribution or other factors. If the final Sierra share of costs differs from amounts paid,
3 Sierra shall either pay or receive a refund of the difference within 30 days of receiving from Los
4 Rios any recalculated costs and reimbursements.

5 **VI: Termination or Modification of this Agreement:**

6 Either district may terminate this Memorandum of Understanding at any time by giving notice to the
7 other district at least 90 days in advance of the next semester coverage period. This agreement may be
8 terminated if there are material changes to the current provisions of the State’s Part-Time Faculty Medical
9 Program including the elimination of or significant reduction to the current fifty percent (50%)
10 reimbursement level from the State for medical premium costs, changes in insurance rates/coverage, plan
11 changes due to the Districts’ collective bargaining agreements, or any other material change to the
12 provisions of the Memorandum of Understanding. The districts may modify this Memorandum of
13 Understanding at any time by mutual agreement.

14

Date: 5-29-98

Date: 5-20-98

Brice W. Harris

Kevin M. Ramirez

Brice W. Harris, Chancellor,
Los Rios Community College District

Kevin M. Ramirez, President
Sierra Joint Community College District

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APPENDIX B

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Sierra College Faculty Evaluation Criteria

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1. **Effective communication and collaboration** – Communicate and collaborate with others in a culturally inclusive and respectful manner where everyone’s input and perspectives are heard and valued.
 - Recognize different communication styles and how best to connect with others.
 - Engage in trauma-informed practices.
 - Use active listening, emotional intelligence, empathy, and mindfulness strategies when communicating with others.
 - Utilize the interest-based approach to reach consensus.
 - Employ effective strategies to resolve conflict.
2. **Effective delivery of teaching or special services including equity practices that create an environment of inclusion** – Support and engage in equity practices that create an environment of inclusion. Employees will interact with individuals and within an environment that is characterized by acceptance, valuing, respect, and support.
 - Create a climate of inclusion that supports an environment of respect, empathy, understanding, and appreciation of individual and group differences.
 - Implement workplace practices that reflect an equity mindset.
 - Understand biases and their negative impact on student success and the workplace environment.
 - Mentor and model inclusive behavior to retain and recruit a diverse workforce.
 - Use diverse perspectives to arrive at innovative workplace solutions.
3. **Self-reflection and self-development – Stay current and continually improve their mastery of the skills necessary to be effective in their positions.**
 - Engage in research to improve job performance.
 - Utilize data to identify areas of success and professional growth.
 - Stay current with the technological tools required in their position.
 - Collaborate with peers both in and out of their areas to improve job effectiveness.
 - Have an awareness of wellness resources.
4. **Inclusive, equitable, and learner-centered course design and curriculum to include knowledge and application of technology and accessibility** – Design and implement inclusive, equitable, and learner-centered environments and activities for the diverse body of Sierra College students. Diversity includes but is not limited to race, religious creed, color, national origin, ancestry, physical disability, mental disability, learning disability, psychological or emotional disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, and military or veteran status. An atmosphere of inclusion and cultural humility will be promoted in all learning environments.
 - Apply effective practices in andragogy, pedagogy, and educational theory to course design.
 - Engage in action and/or traditional research in the scholarship of teaching and learning to improve job performance.
 - Create and utilize diverse materials and activities that are intentionally designed to produce equitable outcomes.
 - Distinguish elements of appropriate, quality, and rigorous curricula that meet Title V standards and align with the mission, vision, and core values of the college.
 - Design culturally responsive learning environments that meet the needs of and engage students and that adhere to the COR (Course Outline of Record).

APPENDIX C – EVALUATION FORMS

- 1 • Remain current with educational technology, tools, and resources.
- 2 • Create engaging and inclusive online environments.
- 3 • Utilize the institution’s learning management system in ways that support student success.
- 4 • Ensure accessibility of all content in alignment with federal law and Sierra College standards
- 5 while engaging students in learning experiences that support their individual strengths and
- 6 needs.
- 7 **5. Consistent, timely and equity-minded assessments – Ensure learning through consistent, timely,**
- 8 **and equity-minded assessments.**
- 9 • Create equity-minded formative and summative assessments and rubrics using standards of best
- 10 practices (e.g., using the backward design model).
- 11 • Utilize evidence of student learning to identify areas of success and opportunities for
- 12 professional growth.
- 13 • Utilize qualitative and quantitative data to consistently engage in self-assessment, reflection, and
- 14 training to improve student success for disproportionately impacted groups.
- 15 • Write equitable, clear, and measurable course and program outcomes using standards of best
- 16 practices.
- 17 **6. Performance of college service, including but not limited to participatory governance and**
- 18 **fulfillment of professional responsibilities.**
- 19 • Regularly attend departmental meetings.
- 20 • Contribute to departmental operations (planning, reporting, budgeting, etc.).
- 21 • Update departmental curricula and procedures on a regular basis.
- 22 • Serve on a governance committee.
- 23 • Participate in campus activities.
- 24 • Maintain cooperative and effective working relationships with faculty, classified staff, and
- 25 managers.
- 26 • Avail themselves of current communications from participatory governance bodies.
- 27 • Meet scheduled obligations (e.g., classes, student hours, final examinations, events, student
- 28 appointments and/or provided services) as assigned and scheduled.
- 29 • Follow current approved course outlines and department/division procedures.
- 30 • Prepare, update annually, and distribute to students and division office a syllabus and other
- 31 appropriate materials for each assignment according to the minimum standards set by the
- 32 Academic Senate.
- 33 • Maintain accurate records and submits required materials on time (attendance records, census
- 34 forms, grade records, other reports, semester and annual work plans, financial reports,
- 35 requisitions, eligibility material, and semester and annual work schedules).
- 36 • Submit textbook orders on time.
- 37 • Respond to district division communications in a timely manner.
- 38 **7. Knowledge and currency in their discipline including connecting learning to 21st century skills**
- 39 **necessary for college and career success – Connect learning in the classroom to 21st century skills**
- 40 **necessary for college and career success, helping to facilitate students’ development and growth.**
- 41 These learning, literacy, and life skills will increase student engagement and success both in and out
- 42 of the classroom.
- 43 • Read professional journals related to field.
- 44 • Participate in relevant training activities.
- 45 • Attend professional conference, workshops, and activities related to field.

APPENDIX C – EVALUATION FORMS

- 1 • Review texts and other new materials in the fields.
- 2 • Network with colleagues both internally and externally.
- 3 • Maintain current and/or develop new articulation agreements.
- 4 • Do research and engage in professional activities and/or creative work in respective field.
- 5 • Implement culturally responsive practices that create an inclusive learning environment that
- 6 recognizes, respects, and affirms individual and group differences.
- 7 • Facilitate learning experiences that encourage civil discourse and critical thinking about diverse
- 8 perspectives, assumptions, and viewpoints.
- 9 • Employ engaging strategies, including cooperative/collaborative learning, that address the
- 10 affective domain and promote active learning, independent learning, critical thinking,
- 11 metacognition, 21st century skills, and a growth mindset.
- 12 • Access, and assist students in accessing, digital tools and campus resources to maintain student
- 13 contact and provide necessary support and interventions (Canvas, Sierra Connect, email, SC
- 14 website, Student Services offices, tutoring, food pantry, etc.).
- 15 • Use Guided Pathways principles to assist students in making informed academic decisions and
- 16 guide students in developing academic behaviors for college success and lifelong learning (e.g.,
- 17 time- and self-management, study strategies, interdependence, self-awareness and self-
- 18 motivation, growth mindset, personal responsibility).

**SIERRA JOINT COMMUNITY COLLEGE DISTRICT
FACULTY SELF-REFLECTION/PROFESSIONAL GROWTH FORM**

Name _____ Semester _____ Year _____

The Self-Reflection/Professional Growth plan is informed by individual success and retention data, the Sierra College Faculty Evaluation Criteria, observations, student/staff surveys, personal reflection, and other relevant data to self-reflect on your practice in the areas listed below. Develop a professional growth plan for the areas you will focus on in the next year (tenure-track faculty) or next 3 years (tenured faculty) including actions toward closing/eliminating equity gaps and increasing student success.

**SIERRA JOINT COMMUNITY COLLEGE DISTRICT
FACULTY SELF-REFLECTION/PROFESSIONAL GROWTH FORM**

Name _____ Semester _____ Year _____

Objectives	Self-Reflection – How have you achieved outcomes?	Professional Growth Plan
<p>Effective communication and collaboration. Communicate and collaborate with others in a culturally inclusive and respectful manner where everyone’s input and perspectives are heard and valued.</p>		

**SIERRA JOINT COMMUNITY COLLEGE DISTRICT
FACULTY SELF-REFLECTION/PROFESSIONAL GROWTH FORM**

Name _____ Semester _____ Year _____

Objectives	Self-Reflection – How have you achieved outcomes?	Professional Growth Plan
<p>Effective delivery of teaching or special services including equity practices that create an environment of inclusion. Support and engage in equity practices that create an environment of inclusion. Employees will interact with individuals and within an environment that is characterized by acceptance, valuing, respect, and support.</p>		
<p>Self-reflection and self-development. Stay current and continually improve their mastery of the skills necessary to be effective in their positions.</p>		

**SIERRA JOINT COMMUNITY COLLEGE DISTRICT
FACULTY SELF-REFLECTION/PROFESSIONAL GROWTH FORM**

Name _____ Semester _____ Year _____

Objectives	Self-Reflection – How have you achieved outcomes?	Professional Growth Plan
<p>Inclusive, equitable, and learner-centered course design and curriculum to include knowledge and application of technology and accessibility. Design and implement inclusive, equitable, and learner-centered environments and activities for the diverse body of Sierra College students. Diversity includes but is not limited to race, religious creed, color, national origin, ancestry, physical disability, mental disability, learning disability, psychological or emotional disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, and military or veteran status. An atmosphere of inclusion and cultural humility will be promoted in all learning environments.</p>		

**SIERRA JOINT COMMUNITY COLLEGE DISTRICT
FACULTY SELF-REFLECTION/PROFESSIONAL GROWTH FORM**

Name _____ Semester _____ Year _____

Objectives	Self-Reflection – How have you achieved outcomes?	Professional Growth Plan
<p>Consistent, timely and equity-minded assessments. Ensure learning through consistent, timely, and equity-minded assessments.</p>		
<p>Performance of college service, including but not limited to, participatory governance and fulfillment of professional responsibilities.</p>		
<p>Knowledge and currency in their discipline including connecting learning to 21st century skills necessary for college and career success. Connect learning in the classroom to 21st century skills necessary for college and career success, helping to facilitate students’ development and growth. These learning, literacy, and life skills will increase student engagement and success both in and out of the classroom.</p>		

**SIERRA JOINT COMMUNITY COLLEGE DISTRICT
FACULTY SELF-REFLECTION/PROFESSIONAL GROWTH FORM**

Name _____ Semester _____ Year _____

Objectives	DIPA Self-Reflection
<p>Tenure-track only: Please share the results of your Data-Informed Action Plan (DIPA). Include in your reflection what was assessed, a description of the intervention, the assessment results, and next steps based on the assessment results.</p>	

Signature:

Name Date

Signature of Equity Mentor (Tenure-track only): This signature only acknowledges that the tenure-track faculty participated in the spring tenure-track process with an Equity Mentor.

Name Date

Faculty Growth Form: Instructional On-ground Observation

Name: _____ Course: _____

Observer: _____ Semester/Year: _____

Course Document Observation	Excellent	Good	Average	Not yet	?*
Syllabus					
Assignment/Assessment					

Class Observation	Excellent	Good	Average	Not yet	?*
Faculty member is prepared					
Agenda/outcomes set at beginning of session					
Appropriate/welcoming environment established					
Class structure supports diverse learning styles					
If used, class materials are relevant to the session topic and culturally inclusive					
Students are involved/engaged					
Students' questions are answered					
Demonstrated knowledge of material					
Evidence of equity mindset (e.g., provide examples relating course content to students' experiences)					
Demonstrated self-reflection					
Time managed efficiently					
Summary and closure used					
Students seem to gain understanding					

*The “?” box is to be checked if a skill was not observed or not applicable to the instructor.

Comments: Provide at least 3 comments/suggestions in each of the 4 sections

Syllabus/Assignment/Assessment Strengths

Syllabus/Assignment/Assessment Areas for Growth

Observed Course's Strengths

Observed Course's Areas for Growth

Faculty Growth Form: Instructional Online Observation

Name: _____ Course: _____

Observer: _____ Semester/Year: _____

Course Document Observation	Excellent	Good	Average	Not yet	?*
Syllabus					
Assignment/Assessment					

Class Observation	Excellent	Good	Average	Not Yet	?*
Faculty member is present and interacting in the learning environment					
Agenda/outcomes set at beginning of session/module					
Appropriate/welcoming environment established					
Content is structured and easy to navigate/understand					
If used, instructional/learning environment materials are culturally inclusive					
Students are involved/engaged/interacting					
Feedback is provided to students					
Demonstrated knowledge of course material or relevant information (e.g., transfer requirements)					
Evidence of equity mindset (e.g., provide examples relating learning environment content to students' experiences)					
Evidence of faculty generated content and/or information specific to individual student needs (i.e., information that assists students with their decision-making process)					
Summary and closure used in session/module					
Students seem to gain understanding/assessments completed					

*The “?” box is to be checked if a skill was not observed or not applicable to the instructor.

Comments: Provide at least 3 comments/suggestions in each of the 4 sections

Syllabus/Assignment/Assessment Strengths

Syllabus/Assignment/Assessment Areas for Growth

Observed Course's Strengths

Observed Course's Areas for Growth

Faculty Growth Form: Instructional Hybrid Observation

Name: _____ Course: _____

Observer: _____ Semester/Year: _____

Course Document Observation	Excellent	Good	Average	Not yet	?*
Syllabus					
Assignment/Assessment					

Class Observation – On-ground	Excellent	Good	Average	Not yet	?*
Faculty member is prepared					
Agenda/outcomes set at beginning of session					
Appropriate/welcoming environment established					
Class structure supports diverse learning styles					
If used, class materials are relevant to the session topic and culturally inclusive					
Students are involved/engaged					
Students' questions are answered					
Evidence of equity mindset (e.g., provide examples relating course content to students' experiences)					
Demonstrated self-reflection					
Time managed efficiently					
Summary and closure used					
Students seem to gain understanding					
Class Observation – Online					
Faculty member is present and interacting in the learning environment					
Agenda/outcomes set at beginning of session/module					

Appropriate/welcoming online environment established					
Content is structured and easy to navigate/understand					
Students are involved/engaged/interacting					
Feedback is provided to students					
Evidence of equity mindset in the online environment (e.g., provide examples relating learning environment content to students' experiences)					
Evidence of faculty generated content and/or information specific to individual student needs (i.e., information that assists students with their decision-making process)					
Summary and closure used in session/module					
Students seem to gain understanding/assessments completed					
Class Observation – Overall Considerations					
Demonstrated knowledge of course material					
On-ground and online sections are structured as a single, coherent course					
Students provided with clear expectations for work in both on-ground and online sections					

*The “?” box is to be checked if a skill was not observed or not applicable to the instructor.

Comments: Provide at least 3 comments/suggestions in each of the 4 sections

Syllabus/Assignment/Assessment Strengths

Syllabus/Assignment/Assessment Areas for Growth

Observed Course's Strengths

Observed Course's Areas for Growth

Empty box for text input.

Faculty Growth Form: Clinical Observation

Name: _____ Course: _____

Observer: _____ Semester/Year: _____

Clinical Observation	Excellent	Good	Average	Not yet	?*
Oriented class to the clinical facility					
Faculty member is prepared					
Agenda/outcomes set at beginning of session					
Guided the students in meeting clinical objectives					
Assisted students					
Demonstrated clinical experience					
Sought out assistance from Agency staff when needed					
Utilized demonstration, simulation, and/or other methods to help students apply theory to clinical practice					
Provided constructive feedback concerning student's clinical performance					
Provided opportunities for students to express concerns					
Helpful to students having difficulty in clinical area					
Demonstrated empathy/relatability					
Post-conference used constructively					
Time managed efficiently					
Students seem to gain understanding					

*The “?” box is to be checked if a skill was not observed or not applicable to the instructor.

Comments: Provide at least 3 comments/suggestions in each of the 2 sections

Clinical Observation Strengths

Clinical Observation Areas for Growth

Faculty Growth Form: Athletic Coach Observation

Name: _____ Course: _____

Observer: _____ Semester/Year: _____

Practice/Game Observation	Excellent	Good	Average	Not yet	?*
Activity began promptly					
Clear progression of specific stretching and warm-up exercises prior to activity					
Agenda/outcomes set at beginning of session					
Purpose of activity made clear					
Displayed advanced knowledge of the sport and the skills necessary to succeed					
Clearly instructed the athletes in skills and techniques					
Organized and prepared for the practice and/or game					
Displayed enthusiasm for coaching					
Successfully used positive motivation with the athletes to enhance performance					
Related well to the student athletes					
Provided helpful feedback to the athletes					
Demonstrated empathy/relatability					
Assisted individual student athletes					
Athletes responded to coaching during the activity					
Students seem to gain understanding of the activities					
Time was well used					

*The “?” box is to be checked if a skill was not observed or not applicable to the instructor.

Comments: Provide at least 3 comments/suggestions in each of the 2 sections

Athletic Coach Observation Strengths

Athletic Coach Observation Areas for Growth

Faculty Growth Form: Special Services Observation

Name: _____ Course: _____

Observer: _____ Semester/Year: _____

Special Services Visitation Observation	Excellent	Good	Average	Not yet	?*
Activity began promptly					
Purpose of activity was clear					
Agenda/outcomes set at beginning of session					
Activity was organized					
Important ideas were clearly explained					
Demonstrated mastery/knowledge of relevant area (e.g., education plans for counselors, library resources for librarians, etc.)					
Critical thinking was encouraged					
Effective use of presentation modes					
Displayed enthusiasm for student success					
Encouraged relevant student involvement					
Responded respectfully to student viewpoints that differed from the faculty					
Demonstrated empathy/relatability					
Student(s)/client(s) appeared responsive during the activity					
Summarized main points of the activity					
Time was well used					
Appeared to satisfy student(s)/client(s) regarding purpose of the visit					

*The “?” box is to be checked if a skill was not observed or not applicable to the instructor.

Comments: Provide at least 3 comments/suggestions in each of the 2 sections

Special Services Observation Strengths

Special Services Observation Areas for Growth

SIERRA COLLEGE JOINT COMMUNITY COLLEGE DISTRICT
STUDENT SURVEY FORM – INSTRUCTIONAL ON-GROUND

At Sierra College, we strive for excellence in our programs and instruction. The faculty will use these surveys and your written comments to evaluate their performance.

Instructions: Please check the appropriate box for each item. You need not respond to all items.

The faculty member...	Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree	N/A
Starts and dismisses the class on time.						
Meets all office hours and student appointments.						
Presents lessons and/or activities in an organized manner.						
Explains the purpose of each class session and/or activity.						
Is knowledgeable about subject.						
Encourages student participation.						
Answers students' questions.						
Welcomes and accepts different points of view.						
Class structure supports different learning styles.						
Syllabus/course outline provides relevant information and is welcoming.						
Is clear and concise in explaining the grading system.						
Grades fairly.						
Gives helpful feedback.						
Conducts the course at a pace that I can follow.						
Uses course materials (e.g., images, videos, handouts, course packets, textbooks, etc.) that promote student learning.						
Gives assignments that are appropriate for the course.						
Gives examinations that cover material assigned.						
Returns assignments, tests, and quizzes in a reasonable time.						
Is approachable.						
Creates a welcoming environment.						
Follows safety and security practices appropriate for this class.						
Informs students of services available to them.						
Presents examples that reflect the experiences of diverse students and identities (e.g., race/ethnicity, gender, sexual orientation, and other diverse identities).						
What did you like about the course?						
What would you change about the course?						

Faculty Name: _____ Course: _____ Today's Date: _____

SIERRA COLLEGE JOINT COMMUNITY COLLEGE DISTRICT
STUDENT SURVEY FORM – INSTRUCTIONAL ONLINE

At Sierra College, we strive for excellence in our programs and instruction. The faculty will use these surveys and your written comments to evaluate their performance.

Instructions: Please check the appropriate box for each item. You need not respond to all items.

The faculty member...	Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree	N/A
Provides adequate time for scheduled assignments and activities.						
Offers opportunities for students to interact with one another.						
Uses course materials (e.g., images, videos, handouts, course packets, textbooks, etc.) that promote student learning.						
Returns assignments with helpful feedback within a reasonable time.						
Clearly explains the course goals and objectives.						
Clearly explains course grading system.						
Grades fairly.						
Gives helpful feedback.						
Encourages student participation.						
Answers students' questions.						
Welcomes and accepts different points of view.						
Demonstrates a willingness to assist individual students.						
Is flexible and willing to change an approach when students are having difficulty.						
Provides syllabus and calendar the first week the course begins.						
Is knowledgeable about the subject.						
Gives examinations that cover material assigned.						
Provides direction and structure for online discussion.						
Instructor responds to emails within a reasonable amount of time.						
Gives assignment and written work that are appropriate for the course.						
Presents lessons in a clear, organized manner.						
Motivates students and creates interest in the subject area.						
Creates a welcoming environment.						
Presents examples that reflect the experiences of diverse students and identities (e.g., race/ethnicity, gender, sexual orientation, and other diverse identities).						
Informs students of services available to them.						
Technology Questions	Yes	No				
I have previously completed an online course.						
The technology used in this course was user friendly.						

What did you like about the course?						
What did you not like about the course? OR What would you change about the course?						
On average, how many hours do you spend per week on your online course?						

SIERRA COLLEGE JOINT COMMUNITY COLLEGE DISTRICT
STUDENT SURVEY FORM – INSTRUCTIONAL HYBRID

At Sierra College, we strive for excellence in our programs and instruction. The faculty will use these surveys and your written comments to evaluate their performance.

Instructions: Please check the appropriate box for each item. You need not respond to all items.

The faculty member...	Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree	N/A
Starts and dismisses the class on time.						
Meets all office hours and student appointments.						
Presents lessons and/or activities in an organized manner.						
Explains the purpose of each class session and/or activity.						
Provides adequate time for scheduled assignments and activities.						
Offers opportunities for students to interact with one another.						
Uses course materials (e.g., images, videos, handouts, course packets, textbooks, etc.) that promote student learning.						
Returns assignments with helpful feedback within a reasonable time.						
Clearly explains the course goals and objectives.						
Clearly explains course grading system.						
Grades fairly.						
Gives helpful feedback.						
Encourages student participation.						
Answers students' questions.						
Welcomes and accepts different points of view.						
Demonstrates a willingness to assist individual students.						
Is flexible and willing to change an approach when students are having difficulty.						
Syllabus/course outline provides relevant information and is welcoming.						
Is knowledgeable about the subject.						
Gives examinations that cover material assigned.						
Provides direction and structure for online/on-ground discussion.						
Instructor responds to emails within a reasonable amount of time.						
Gives assignment and written work that are appropriate for the course.						
Motivates students and creates interest in the subject area.						
Creates a welcoming environment.						
Follows safety and security practices appropriate for this class.						
Presents examples that reflect the experiences of diverse students and identities (e.g., race/ethnicity, gender, sexual orientation, and other diverse identities).						

Informs students of services available to them.						
Technology Questions	Yes	No				
I have previously completed a hybrid or online course.						
The technology used in this course was user friendly.						
What did you like about the course?						
What did you not like about the course? OR What would you change about the course?						
On average, how many hours do you spend per week on your online course?						

SIERRA COLLEGE JOINT COMMUNITY COLLEGE DISTRICT
STUDENT SURVEY FORM – INSTRUCTIONAL HYBRID ESL FACULTY

At Sierra College, we strive for excellence in our programs and instruction. The faculty will use these surveys and your written comments to evaluate their performance.

Instructions: Please check the appropriate box for each item. You need not respond to all items.

The faculty member...	Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree	N/A
Starts and ends class on time.						
Has office hours to meet with students.						
Explains lessons and/or activities in an organized way.						
Explains the reason for the lesson.						
Provides enough time for assignments and activities.						
Offers opportunities for students to work with other students.						
Uses course materials (e.g., pictures, videos, handouts, books, etc.) to help students learn.						
Returns assignments and gives helpful feedback within a reasonable time.						
Clearly explains what student learn in the course.						
Clearly explains the grading.						
Uses fair grading.						
Gives helpful feedback.						
Wants all students to participate and talk.						
Answers students' questions						
Welcomes and listens to different ideas and opinions						
Tries to help students						
Explains things in a different way or gives examples when students do not understand.						
Syllabus gives important information						
Syllabus is friendly						
Knows how to teach English.						
Gives tests on what students do in class and as homework						
Gives clear directions for online work.						
Gives clear directions for in-class activities.						
Replies to student emails within a reasonable time.						
Gives homework and activities about class topics.						
Makes class interesting.						
Makes students feel comfortable in class.						
Follows safety and security rules.						
Uses examples that show the experiences of diverse students and identities (e.g., race/ethnicity, gender, sexual orientation, and other diverse identities).						

Tells students about support services available						
Technology Questions	Yes	No				
I completed a hybrid or online course before this semester.						
The technology for this course was easy to use.						
What did you like about the course?						
What did you not like about the course? OR What would you change about the course?						
On average, how many hours do you spend per week on your online course?						

SIERRA COLLEGE JOINT COMMUNITY COLLEGE DISTRICT
STUDENT SURVEY FORM – CLINICAL FACULTY

At Sierra College, we strive for excellence in our programs and instruction. The faculty will use these surveys and your written comments to evaluate their performance.

Instructions: Please check the appropriate box for each item. You need not respond to all items.

The faculty member...	Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree	N/A
Arrives at the assigned time.						
Remains for the entire clinical/laboratory period.						
Is punctual in meeting student appointments.						
Is available to assist students when necessary.						
Seeks assistance or information from agency staff as needed.						
Utilizes demonstrations, simulations, and/or other methods to help students apply theory to clinical practice.						
Returns care plans in a reasonable time.						
Encourages student's confidence.						
Oriented the class to the clinical facility.						
Is clear in explaining course requirements.						
Is clear in explaining the evaluation process for the course.						
Behaves in a professional manner.						
Is well prepared for clinical.						
Displays patient care expertise in the clinical area.						
Expectations of students were realistic and based on the course objectives.						
Provides prompt, constructive feedback concerning student's clinical performance.						
Provides opportunities for students to express anxieties and concerns.						
Conducts post-conferences as scheduled and uses them constructively to assist students to apply theory to clinical practice.						
Is helpful to students having difficulty in the clinical area.						
What did you like about the clinical experience?						
What would you change about the clinical experience?						

Faculty Name: _____ Course: _____ Today's Date: _____

SIERRA COLLEGE JOINT COMMUNITY COLLEGE DISTRICT
STUDENT SURVEY FORM – COUNSELORS

At Sierra College, we strive for excellence in our programs and instruction. The counselor will use these surveys and your written comments to evaluate their performance.

Instructions: Please check the appropriate box for each item. You need not respond to all items.

The primary purpose of my appointment today is ...

Academic Advising _____ Career Counseling _____ Personal Counseling _____

The counselor...	Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree	N/A
Was able to answer my questions.						
Explained information clearly.						
Seemed well prepared for the counseling appointment.						
Was on time for the counseling appointment.						
Raised important questions for me to consider.						
Encouraged me to ask questions and express opinions.						
Provided a supportive atmosphere during our session.						
Seemed willing to assist me.						
Showed concern for my needs.						
Encouraged me to pursue my goals.						
Listened to my concerns without judging.						
Referred me to other college or outside-of-college services.						
Displayed enthusiasm during the counseling session.						
I would refer another student to this counselor.						
What did you like about the counseling session?						
What would you change about the counseling session?						

Faculty Name: _____ Course: _____ Today's Date: _____

SIERRA COLLEGE JOINT COMMUNITY COLLEGE DISTRICT
STUDENT SURVEY FORM – ESL FACULTY

At Sierra College, we strive for excellence in our programs and instruction. The ESL faculty will use these surveys and your written comments to evaluate their performance.

Instructions: Please check the appropriate box for each item. You need not respond to all items.

The faculty member...	Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree	N/A
Explains the class in general the first week.						
Explains the grading.						
Knows how to teach English.						
Is prepared for the class.						
Begins and ends class on time.						
Makes class clear and organized.						
Likes to teach the class.						
Makes class interesting.						
Wants all students to participate and talk.						
Welcomes and listens to different ideas and the opinions of students.						
Gives tests on what you do in class and as homework.						
Returns tests to you quickly.						
Gives class homework and class activities on what you study.						
Returns class homework quickly.						
Corrects your mistakes and helps you improve your English.						
Answers your questions so you understand.						
Explains things a different way or gives examples when you do not understand.						
Uses books and materials that are at the right level for you (not too hard or too easy).						
Makes you feel comfortable in class.						
What did you like about the course?						
What would you change about the course?						

Faculty Name: _____ Course: _____ Today's Date: _____

SIERRA COLLEGE JOINT COMMUNITY COLLEGE DISTRICT
STUDENT SURVEY FORM – COLLEGE HEALTH NURSE

At Sierra College, we strive for excellence in our programs and instruction. The health nurse faculty will use these surveys and your written comments to evaluate their performance.

Instructions: Please check the appropriate box for each item. You need not respond to all items.

The faculty member...	Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree	N/A
I feel comfortable talking about my health problems with the nurse.						
The nurse answers my questions and concerns.						
I would seek service from the nurse again.						
I would refer another student to the nurse.						
The nurse is willing to provide assistance.						
The nurse is punctual for appointments.						
The nurse shows concern about my health problems.						
The nurse encourages me to assume responsibility for my own health care.						
The nurse explains health information clearly.						
The nurse refers me to other college or out-of-college services.						
What did you like about the health nurse visit?						
What would you change about the health nurse visit?						

Faculty Name: _____ Course: _____ Today's Date: _____

SIERRA COLLEGE JOINT COMMUNITY COLLEGE DISTRICT
STUDENT SURVEY FORM – LIBRARIAN

At Sierra College, we strive for excellence in our programs and instruction. The librarian will use these surveys and your written comments to evaluate their performance.

Instructions: Please check the appropriate box for each item. You need not respond to all items.

The librarian...	Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree	N/A
Has knowledge of the information I needed.						
Explained information clearly.						
Was well-prepared for the orientation session, if applicable.						
Was on time, if applicable.						
Demonstrated important research strategies and tools.						
Encouraged me to ask questions.						
Provided a supportive atmosphere during the orientation.						
Seemed enthusiastic about what was being presented.						
Showed concern for my needs.						
Encouraged me to learn about and use the library and its resources.						
What did you like about the services provided by the librarian?						
What would you change about the services provided by the librarian?						

Faculty Name: _____ Course: _____ Today's Date: _____

SIERRA COLLEGE JOINT COMMUNITY COLLEGE DISTRICT
STUDENT SURVEY FORM – ATHLETIC COACH

At Sierra College, we strive for excellence in our programs and instruction. The coach will use these surveys and your written comments to evaluate their performance.

Instructions: Please check the appropriate box for each item. You need not respond to all items.

The coach...	Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree	N/A
Displays advanced knowledge of the sport and the skills necessary to succeed.						
Clearly instructs the team in the skills and techniques necessary in that sport.						
Is organized and prepared for practice and games.						
Is punctual in meeting and dismissing the team.						
Displays enthusiasm in coaching both practices and games						
Uses positive motivation with the athletes to enhance performance.						
Promotes academic achievement of the student athletes.						
Relates well with the student athletes and exhibit sensitivity to the student athlete's needs.						
Gives helpful feedback to athletes so that they can learn and perform successfully.						
Is willing to assist individual student-athletes.						
Has knowledge of college resources that reflect the needs and experiences of diverse students and identities (e.g., race/ethnicity, gender, sexual orientation, and other diverse identities).						
What do you like about your experiences with the coach?						
What would you change about your experiences with the coach?						

Faculty Name: _____ Course: _____ Today's Date: _____

SIERRA COLLEGE JOINT COMMUNITY COLLEGE DISTRICT
STUDENT SURVEY FORM – CAMPUS LIFE COORDINATOR

At Sierra College, we strive for excellence in our programs and instruction. The Campus Life Coordinator will use these surveys and your written comments to evaluate their performance.

Instructions: Please check the appropriate box for each item. You need not respond to all items.

The Campus Life Coordinator...	Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree	N/A
Meets appointments promptly.						
Is well prepared.						
Is organized and understandable in discussions.						
Emphasizes appropriate safety measures.						
Answers students' questions.						
Welcomes and accepts different points of view.						
Is willing to assist students.						
Shows concern for students' progress.						
Motivates students' interest in subject area.						
Creates an environment where students feel supported.						
Raises thought-provoking questions and problems in meetings.						
Demonstrates organizational skills.						
Demonstrates problem-solving skills.						
Provides training opportunities and space to empower student leaders to enact change.						
Provides opportunities to develop and build a more robust college community.						
Presents examples that reflect the experiences of diverse students and identities (e.g., race/ethnicity, gender, sexual orientation, and other diverse identities).						
What did you like about your experience(s) with the Campus Life Coordinator?						
What would you change about your experience(s) with the Campus Life Coordinator?						

Faculty Name: _____ Course: _____ Today's Date: _____

SIERRA COLLEGE JOINT COMMUNITY COLLEGE DISTRICT
STUDENT SURVEY FORM – KINESIOLOGY (ACTIVITY COURSES)

At Sierra College, we strive for excellence in our programs and instruction. The instructor will use these surveys and your written comments to evaluate their performance.

Instructions: Please check the appropriate box for each item. You need not respond to all items.

The instructor...	Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree	N/A
Displays advanced knowledge of the sport/activity and the skills necessary to succeed.						
Clearly instructs the students in the skills and techniques necessary in that activity.						
Is organized and prepared for class.						
Is punctual in meeting and dismissing the class.						
Displays enthusiasm in instruction.						
Uses positive motivation with the students to enhance learning.						
Promotes academic achievement of the student.						
Relates well with students and exhibit sensitivity to the students' needs.						
Gives helpful feedback to students so that they can learn.						
Is willing to assist individual students.						
Follows class format as indicated in the syllabus distributed to the class.						
Has knowledge of college resources that reflect the needs and experiences of diverse students and identities (e.g., race/ethnicity, gender, sexual orientation, and other diverse identities).						
What do you like about your experiences with the instructor?						
What would you change about your experiences with the instructor?						

Faculty Name: _____ Course: _____ Today's Date: _____

SIERRA COLLEGE JOINT COMMUNITY COLLEGE DISTRICT
STUDENT SURVEY FORM – LEARNING DISABILITY SPECIALIST

At Sierra College, we strive for excellence in our programs and instruction. The learning disability specialist will use these surveys and your written comments to evaluate their performance.

Instructions: Please check the appropriate box for each item. You need not respond to all items.

The learning disability specialist...	Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree	N/A
Meets appointments promptly.						
Is well prepared and provides an outline of the appointment.						
Answers students' questions.						
Welcomes and accepts different points of view.						
Is willing to assist students.						
Shows concern for students' progress.						
Provides clear communication in individual assessment sessions.						
Has knowledge of learning disabilities and their educational impact.						
Provides clear and concise information regarding the learning disability assessment process.						
Presents examples that reflect the experiences of diverse students and identities (e.g., race/ethnicity, gender, sexual orientation, and other diverse identities).						
What did you like about your experience(s) with the learning disability specialist?						
What would you change about your experience(s) with the learning disability specialist?						

Faculty Name: _____ Course: _____ Today's Date: _____

SIERRA COLLEGE JOINT COMMUNITY COLLEGE DISTRICT
FACULTY COORDINATOR SURVEY

At Sierra College, we strive for excellence in our programs and instruction. The faculty coordinator will use these surveys and your written comments to evaluate their performance. It is not expected that you will necessarily have personal experience with the coordinator in all identified areas.

Instructions: Please check the appropriate box for each item.

The faculty coordinator...	Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree	N/A
Has skill level as a program coordinator.						
Demonstrates organizational skills.						
Demonstrates problem-solving techniques.						
Adapts and is flexible in work situations.						
Meets expectations in fulfilling commitments.						
Maintains openness and two-way communication.						
Possesses oral communication skills.						
Possesses written communication skills.						
Is skilled in conducting meetings.						
Demonstrates management ability.						
Is detailed and accurate in their work.						
Provides for needs of students.						
Meets with and listens to staff and faculty's needs as related to the program.						
Has knowledge of current policies and practices related to their area.						
Has the ability to provide for the training/education needs of the relevant agencies/community.						
Meets with agency administrators, training officers, and/or faculty to review program needs.						
Develops good working relationships with agencies and/or faculty.						
Coordinates activities/programs designed to improve program curriculum.						
Assists in program improvements.						
Effectively communicates with and works cooperatively with faculty/staff in other departments.						
What are the faculty coordinator's strengths?						
What are the faculty coordinator's areas for growth?						

Faculty Name: _____ Course: _____ Today's Date: _____

**SIERRA COMMUNITY COLLEGE DISTRICT
COMMITTEE REPORT
REVIEW OF TENURE-TRACK, TENURED, and YEAR-to-YEAR FACULTY**

Evaluatee: _____ Academic Year: _____

Discipline: _____ Date: _____

Tenure-Track only Review Year: 1st 2nd 3rd
 4th

Review of performance: *(Use the Sierra College Faculty Evaluation Criteria, student surveys, course and service observations, Self-Reflection/Professional Growth form as well as ePortfolios to review performance)*

The following are the guiding competencies for the evaluation process:

1. Effective communication and collaboration
2. Effective delivery of teaching or special services including equity practices that create an environment of inclusion
3. Self-reflection and self-development
4. Inclusive, equitable, and learner-centered course design and curriculum to include knowledge and application of technology and accessibility
5. Consistent, timely and equity-minded assessments
6. Performance of college service, including but not limited to participatory governance and fulfillment of professional responsibilities
7. Knowledge and currency in their discipline including connecting learning 21st century skills necessary for college and career success

#1 Kudos and Celebrations (Include what is going well, progress toward performance objective and goals from the previous evaluation period, etc.)

#2 Areas for Growth (Include specific suggestions for professional learning, progress still to be made toward performance objectives and goals from previous evaluation period, etc.)

(Review of Faculty, continued)

Evaluee: _____ Academic Year : _____

#3 Goals and objectives for next evaluation period:

#4 Faculty and committee recommended professional development recommendations:

#5 Completed required Sexual Harassment Title IX training in last two years and cultural competency training in the last three years.

Yes Date completed: _____ No

If not completed refer to Human Resources

Completed Equity and Inclusion training (every 3 years)

Yes Date completed: _____ No

If not completed address in section #4

Completed Emergency Preparedness training (every 3 years)

Yes Date completed: _____ No

If not completed address in section #4

(Review of Faculty, continued)

Evaluee: _____ Academic Year : _____

#6 Appropriate Educational Administrator summary statement:

(Review of Faculty, continued)

Evaluee: _____ Academic Year : _____

Based on student surveys, observations, faculty self-reflection/professional growth form (Year 1, 2, 3, 4 for Tenure-Track), ePortfolio (Tenure-Track only), and Educational Administrator’s comments, the above named candidate’s performance is:

Satisfactory
Needs Improvement
Unsatisfactory
Plan for Remediation
Timeline for Completion

Tenure -Track only: Recommendation for Tenure:

Offer a new Contract	Yes _____	No _____
Circle appropriate year’s contract	2 nd year Contract	3 rd /4 th year Contract
Grant Tenure	Yes _____	No _____
Next Tenure Review	Semester _____	Year _____

(Review of Faculty, continued)

Evaluee: _____ Academic Year : _____

Supporting Documents:	Number of Pages (Count each side of each page that contains printing or writing)
Surveys (computer tally sheets and transcribed comments)	
Survey form (appropriate to the position)	
Class Observation or Service Observation Form	
Faculty Self-Reflection/Professional Growth Form (Year 1, 2, 3, 4 for Tenure-Track)	
Faculty ePortfolio (Tenure-Track only)	
Evaluee's Statement of Exception attached	Yes _____ No _____

Division Peer Evaluator		Non-Division Peer Evaluator	
Printed Name		Printed Name	
Signature	Date	Signature	Date

Resource Person <i>(if applicable)</i>		Educational Administrator	
Printed Name		Printed Name	
Signature	Date	Signature	Date

Evaluee	
Printed Name	
Signature	Date
(Signature only acknowledges receipt)	

This Committee report will be reviewed by the appropriate Vice President and by the President/Superintendent.

Sierra Joint Community College District
Committee Report
Final Review Report for Part-Time Faculty

EVALUEE		SEMESTER		YEAR	
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SUPPORTING DOCUMENTS	Number of Pages	(Count each side of each page that contains printing or writing)
Student Surveys		
Class Observation Form or Service Observation Form		
Self-Reflection/Professional Growth Form		
Other Supporting Documents		

Completed required Sexual Harassment Title IX training in the last two years training in the last three years.
 Yes Date completed: _____ No
 If not completed refer to Human Resources

Completed Equity and Inclusion training (every 3 years)
 Yes Date completed: _____ No
 If not completed address in Professional Growth Plan

Completed Emergency Preparedness training (every 3 years)
 Yes Date completed: _____ No
 If not completed address in section Professional Growth Plan

<input type="checkbox"/> SATISFACTORY	<input type="checkbox"/> IMPROVEMENT REQUIRED	<input type="checkbox"/> NOT RECOMMENDED FOR REHIRE			
Documentation/Explanation:					
Professional Growth Plan:					
Evaluation Schedule	Normal Rotation:	Semester		Year	
	In Advance:	Semester		Year	

EVALUEE'S STATEMENT OF EXCEPTION		
<input type="checkbox"/> None	<input type="checkbox"/> Attached	<input type="checkbox"/> To be submitted within 10 working days

EVALUEE		DESIGNEE (If appropriate)	
Printed Name		Printed Name	
Signature	Date	Signature	Date
EDUCATIONAL ADMINISTRATOR			
Printed Name			
Signature		Date	

**SIERRA JOINT COMMUNITY COLLEGE DISTRICT
FACULTY EVALUATION/PERFORMANCE APPRAISAL
SPECIAL SERVICES FACULTY COORDINATOR
COORDINATOR INPUT FORM**

Purpose: At Sierra College, we are striving for excellence in our programs and instructions. The faculty coordinator will use these surveys and your written comments to evaluate his/her performance.

Instructions: Respond appropriately to the following items. You need not respond to all items.

As a Special Services Faculty Coordinator, I:	Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree	Not Applicable
1. Meet deadlines.						
2. Am willing to assist faculty.						
3. Am willing to assist staff.						
4. Am willing to assist students.						
5. Am willing to assist public.						
6. Complete records and reports accurately and on schedule.						
7. Engage in professional growth activities.						
8. Am involved in college activities.						
9. Participate in peer evaluations.						
10. Am involved in community activities.						
11. Demonstrate skills necessary to perform assigned duties.						
12. Provide clear and concise professional objectives.						
13. Demonstrate fiscal responsibility.						
14. Demonstrate supervising ability.						
15. Organize necessary programs and activities to increase efficiency and effectiveness.						
16. Demonstrate organizational skills.						
17. Demonstrate problem-solving skills.						
18. Possess oral communication skills.						
19. Possess written communication skills.						
20. Effectively communicate with supervisor.						
21. Demonstrate creativity.						
22. Demonstrate adaptability to flexible work schedule.						
23. Assist in program improvements.						
24. Effectively communicate with staff in other departments.						
25. Work cooperatively with staff in other departments.						
26.						
27.						

Additional comments are encouraged and should be written on the back side of the form.

Faculty Name: _____ Program : _____ Date: _____

**SIERRA COMMUNITY COLLEGE DISTRICT
SUMMARY EVALUATION
SPECIAL SERVICES FACULTY COORDINATOR**

Evaluee: _____ Date: _____

Current Academic Year: _____ Contract Year: ____ of ____

Performance Objectives:

Commendations:

Areas for Improvement:

Improvement Plan:

Offer renewal of coordinator contract for academic year: _____ Yes No

Educational Administrator

Vice President, Educational Programs

Program Coordinator

MINUTES OF TENURE REVIEW COMMITTEE MEETINGS

<i>Heading Section</i>	
Title of Committee	Tenure Review Committee for
Date of Meeting	
Place of Meeting	
Time meeting was scheduled	
<i>Attendance Section</i>	
Members Present	
Members Absent	
<i>Content Section</i>	
Call to Order	
Reports/Announcements	
Confirmation of Chair	
Review of Faculty Evaluation Manual	
Composition of Committee	
Performance Objectives	
Visitations	
Student Surveys	
Next meetings	
Agenda Building	
Adjournment	

Department Chair Evaluation Form

According to Article 22 of the SCFA contract, “all department chairs will be evaluated during the second semester of each term. The evaluation will be conducted by the AEA and will include surveys of the department faculty. This process will be used only to evaluate the faculty member’s performance as chair and shall not become part of the official personnel record or file.”

To be completed by the AEA: taking into account the duties and responsibilities of the chairs listed in 22.2 of the SCFA contract, the peer evaluations, and other factors relevant to the position of department chair, please respond to the following:

1. Commendations:
2. Areas for improvement:
3. Overall assessment:

Department Chair Peer Evaluation

According to Article 22 of the SCFA contract, “all department chairs will be evaluated during the second semester of each term. The evaluation will be conducted by the AEA and will include surveys of the department faculty. This process will be used only to evaluate the faculty member’s performance as chair and shall not become part of the official personnel record or file.”

To be completed by department faculty:

Scale:

5 – Highly effective

4 – Effective

3 – Neutral

2 – Somewhat effective

1 – Not effective

N/A – Not enough information to respond

On a scale of 1 to 5, how effective is your department chair in:

1. Advising and assisting the AEA in the creation of department course schedules and faculty teaching assignments.
2. Chairing departmental meetings.
3. Facilitating the preparation and implementation of the department budget.
4. Facilitating the planning for and utilization of equipment and facilities.
5. Facilitating the review, development and implementation of department curricula.
6. Facilitating departmental ePAR reports.
7. Representing the department in the development of division priorities.
8. Representing the department to the community when appropriate.

Is there anything you would like to add regarding any of the questions above?

Overall, how would you assess the performance of your department chair?