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# AGREEMENT

2022-2025

between the

Santa Monica College Faculty Association

and the

Santa Monica Community College District

August 23, 2022 - August 25, 2025



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## **ARTICLE 1 : AGREEMENT**

- 1.1 The articles and provisions contained herein constitute a bilateral and binding agreement (hereinafter referred to as “Agreement”) by and between the Board of Trustees of the Santa Monica Community College District (hereinafter referred to as “District”) and the Santa Monica College Faculty Association (hereinafter referred to as “Association”). “Parties” shall refer to the District and the Association. “Tenured” shall refer to full-time tenured faculty.
- 1.2 This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549.3 of the Government Code of the State of California (hereinafter referred to as “Act”).
- 1.3 This Agreement shall remain in full force and in effect from August 23, 2022 - August 25, 2025. Except as specifically provided for in this Agreement, there shall be no reopeners during the term of this Agreement.
- 1.4 If no successor Agreement is reached by August 25, 2025, the District and the Faculty Association shall utilize the services of a private mediator/facilitator upon the request of either party should such party in good faith believe that the parties will be unable on their own to complete negotiations for a successor to this Agreement. Facilitation shall continue until such time as a new Agreement is reached or until both parties invoke the statutory impasse proceedings. This provision shall not preclude the utilization of a facilitator at any other time during negotiations for a successor contract. A written Agreement stating the amount to be paid for such facilitation shall be signed by the facilitator, the District, and the Association prior to any facilitation services being rendered. Mandated cost recovery reimbursement provisions shall be utilized to the fullest extent possible. The District and the Association shall prepare a written Agreement stating the allocation of any costs denied.

## **ARTICLE 2 : RECOGNITION**

- 2.1 The District recognizes the Association as the exclusive representative for the unit of all tenured, probationary and part-time faculty, except for those employed in any of the following classifications: (a) community services, (b) short-term substitutes, or (c) management, supervisory, and confidential employees as defined by the Act.
- 2.2 Before making any change in job duties which may affect unit membership, the administration and the Association shall confer regarding the potential movement of an academic position either from the faculty collective bargaining unit or into the faculty collective bargaining unit.

### **ARTICLE 3 : RIGHTS OF THE ASSOCIATION**

- 3.1 Nothing in this Agreement shall be construed to deny or to restrict any unit member's rights granted under the Education Code of the State of California or other applicable state and federal laws and regulations. The rights granted to unit members by this Agreement shall be deemed to be in addition to those specifically provided in Board policy.
- 3.2 The Association retains the right to confer with the District on issues as provided in the Act.
- 3.3 The Association retains the right to negotiate into future agreements, which shall be effective after the expiration of this Agreement, any item included in the scope of negotiations as enumerated in the Act.
- 3.4 Upon its request, the Association will be provided as soon as possible but not later than 30 days after the census date of each semester, the names, telephone numbers and addresses of unit members except those who have requested that telephone numbers or addresses not be released.
- 3.5 The District shall provide the Association with five complete copies of the agenda, and one set of all public, non-confidential supporting documents submitted to the Board with the agenda and minutes for public meetings of the Board of Trustees. Agendas and minutes and any related notices will be put in the Association's mailbox as soon as possible after distribution to the Board of Trustees.
- 3.6 The District shall make available to the Association any public and non-confidential information that the District normally compiles that is necessary for the Association to develop its collective bargaining positions or necessary for the enforcement of the various provisions of the Agreement. The District will make every reasonable effort to provide any such information to the Association in a timely manner. Such information shall include financial information, enrollment information, faculty assignments, and any other public, non-confidential printed or electronic information that the Association requests. When the Association makes a request for information that is not currently available in printed or electronic form or where the request is for information that is not public or is confidential information, the request shall be directed to the Vice President, Human Resources or the Executive Vice President, who will advise the Association of the actual and necessary cost to be reimbursed to the District for preparing the requested information or will tell the Association how to approach any legal prohibition to distribution of the requested information. The District shall provide the Association with a list of all newly employed and newly terminated faculty members once per semester.
  - 3.6.1 The District and the Association shall meet on a mutually agreed upon date, place and time at least once every month for the purpose of reviewing the administration of the

Agreement in force and attempting to resolve any other problem that may arise. Both parties may submit an agenda for discussion.

- 3.7 The District shall release up to four (4) members of the unit for the purpose of attending negotiation sessions. The District and the Association will agree to a regular set meeting schedule.
- 3.8 The Faculty Association shall receive 3.0 FTE of released time per fiscal year. Such released time shall be assigned as the Faculty Association determines. The appropriate Vice President shall be notified of the assignment, in as timely a manner as possible to accommodate schedule preparation. One semester prior to the expiration of a contract through the semester in which a new agreement is signed the Association shall receive 2.0 FTE each semester. In the event that the Faculty Association and the District agree to negotiate during an intersession, the Faculty Association shall receive .2 FTE of released time for such intersession which may be used for members of the Association's negotiating team. This shall constitute "reasonable periods of release time" within the meaning of Government Code Section 3543.1c.
  - 3.8.1 In addition, the Association may purchase up to five (5) FTE (full-time equivalent), (150 LHE) per fiscal year to be assigned as the Association determines. The additional reassigned time will be billed as follows: Load factor 1.0 reassignments: Group VI, Step 2; assignments at load factor other than 1.0: Group II, Step 4. The Association may purchase up to an eight (8) step advancement on Appendix A-1 for the serving FA president. The step advance ends at the end of the FA President's service. The FA shall notify the District of its intent to make such a purchase no later than June 30 each year and may terminate such an advance with 30 day's notice. The purchase cost shall be determined annually and shall cover the actual step shift and all associated benefit costs. The District will invoice the Association by no later than the eighth week of each semester. Amounts billed on a timely basis will be due by the end of the fiscal year in which the reassignments and step advancements occur.
  - 3.8.2 The Association shall notify the departments and the appropriate vice president of any change in assignment as soon as such a change in assignment is approved by the Association, and in time to allow the departments to staff resulting vacant assignments. The Association shall confirm the total schedule of District and Association-paid reassigned time at the beginning of each semester or intersession.
- 3.9 The District will make available to the Association office space of approximately 300 square feet on the main campus for the Association to lease from the District at the rental rate of \$300 per month.
- 3.10 The District will post the contract on the District's web site. In addition, upon request by an individual faculty member, the District will provide a printed copy of the contract. In addition, the District will provide the Association with up to 75 printed copies and an electronic copy of the Agreement.



- 3.11 The District shall provide the Association with one copy of CCAF 311, CCAF 320 (annual financial reports made by the District to the State), and the District's annual audit at the time such reports are submitted to the Board or State authorities.
- 3.12 The Association shall have the right to sit on District-appointed committees in which faculty, administration and classified staff participate, and which impact or relate in any way to salary, benefits or working conditions of faculty.

## **ARTICLE 4 : ORGANIZATIONAL SECURITY AND DUES DEDUCTIONS**

4.1 Faculty Association as Exclusive Bargaining Representative: Employees represented by the Association shall become unit members on their first day of assigned duties. They shall continue as unit members during their entire period of employment.

All faculty employees shall be represented by the Association as the exclusive bargaining representative for all faculty in the District, regardless of their status as members of the Association. Voluntary completion of a Santa Monica College Faculty Association membership form is required for a unit member to become a member of the Association. Payment of dues or other assessments shall be by payroll deduction.

4.2 New Employee Orientations and Onboarding of New Faculty

4.2.1 Distribution and Collection of Association Membership Materials

The District shall distribute Association membership materials, as provided by the Association, in the pre-employment packets for all new full-time and part-time faculty. The District shall collect signed Association membership forms from new faculty employees indicating whether they do or do not elect membership in the Association. This form shall be collected at the same time as other pre-employment documentation.

4.2.2 Access to Orientations

The District shall provide the Association access to full-time faculty and part-time faculty orientations. The District shall provide not less than ten (10) days' notice in advance of an orientation, wherever possible. The structure, time, and manner of this access shall be determined through mutual agreement between the District and the Association, subject to the requirements of Governmental Code Section 3557. The date, time, and place of the orientation shall not be disclosed to anyone other than the employees, the Association, or a vendor that is contracted to provide a service for purposes of the orientation.

4.2.3 Information on New Faculty Employees Provided to the Association

The District shall provide the Association with the following information for any newly hired employee within thirty (30) days of the date of hire or by the first pay period of the month following hire:

- a. Name
- b. Job title
- c. Department
- d. Work location
- e. Work email

- f. Work telephone number
- g. Home and/or personal cellular telephone numbers
- h. Personal email address(es) on file with the District
- i. Home address

#### 4.2.4 Information on All Faculty Employees Provided to the Association

The District shall provide the Association with the information listed in Section 4.2.3, above, for all employees in the bargaining unit at least every one hundred twenty (120) days or, alternatively, on a schedule determined through mutual agreement between the District and Faculty Association (see Government Code Section 3558).

#### 4.2.5 Information on All Faculty Employees Who Request Non-Release of Private Information

For bargaining unit employees who request that their private information not be disclosed, only items (a) through (f) in Section 4.2.3 above shall be provided to the Association.

4.3 The District shall deduct from each salary warrant due the Association member an amount determined by the current Association dues, along with any other assessments, deductions or obligations identified by the Faculty Association.

4.4 For those Association members who are also members of classified staff, the District shall notify them in writing of the dues amount by the end of the 4th week of the semester. Dues payment must be received in the Association office within thirty days of the District's notification of the dues amount. If payment is not received within thirty days, the Association shall notify the District and the District shall deduct the dues amount from the employee's final salary warrant for the semester.

4.5 Upon receipt of a properly executed Faculty Association membership form pursuant to Section 4.2.1, the District shall forward the form to the Association in a timely manner.

4.6 Together with the aggregate amount deducted from the payroll and payable to the Association, the District shall transmit to the Association an alphabetical list of academic employees who have had dues or other assessments deducted from their salaries.

4.7 Deduction of Contributions to Faculty Association of California Community Colleges Education Institute (FACCC-EI): On November 21, 2017, on a District-wide referendum ballot, Faculty voted to enter into Contract Membership with the Faculty Association of California Community Colleges Education Institute (FACCC-EI). Thereby, effective Spring Semester, 2018, all Regular, Contract, Temporary and Part-time Unit Members shall contribute, by payroll deduction, an amount equal to regular FACCC dues, discounted by ten percent (10%), commensurate to the unit member's Full-time or Part-time status. These contributions shall be made in accordance with the parameters agreed to by FACCC and the Association. Unit members wishing to opt out of this contribution must contact the Association Executive Secretary.

4.8 Changes to membership status: Any faculty member who requests to terminate their membership in the Faculty Association must make such a request to the Association, and their request shall be processed by the Association. By the tenth (10<sup>th</sup>) day of the month, the Association shall provide the District with a list of the names of any faculty members who have completed a termination of membership request within the previous month. This notification is to enable the District to cease future deductions related to Association membership. Further, if the Association receives any membership forms from non-members electing to join the Association, the Association shall notify the District by the tenth (10<sup>th</sup>) day of the month to enable dues deductions to begin in the following pay cycle.

4.9 Applicable Law

The parties acknowledge that provisions described in this Article may be affected by subsequent changes in California statutes or decisions of appellate courts. In the event that changes are made in relevant statutory provisions, or a California Appellate Court, the Ninth Circuit Court of Appeals, or if the United States Supreme Court issues a decision affecting the law with respect to these provisions, the parties will meet and negotiate about the possible impact of that decision on the provisions of this Article upon the request of either party. Nothing in this Article is intended to limit the rights of any unit member under law, including but not limited to the California Educational Employment Relations Act (Reference: Government Code Section 3540, et. seq.).

4.10 The Association shall indemnify and hold the District harmless from any and all costs, claims, demands, and lawsuits or other actions arising from the operation of this article.

## **ARTICLE 5 : AUTHORIZED ASSOCIATION ABSENCES**

Authorized representatives of the Association shall be released to attend non-District meetings relevant to the Association's functions as bargaining agent. A day shall be defined for tenured and probationary faculty as any duty day and for part-time faculty as any day when they have assigned classes. Such days will not count against a faculty member's leave bank.

- 5.1 Such absences shall be at no cost to the District. If substitutes are required, the Association shall be responsible for compensation, and such substitutes shall be selected through normal District procedures.
- 5.2 Under normal circumstances requests shall be processed through the usual administrative channels and shall be submitted at least one week prior to the date of the proposed absence. If adequate substitutes have been arranged by the department chair or appropriate academic administrator, the request may be submitted one day prior to the proposed absence.

## ARTICLE 6 : FACULTY ASSIGNMENT AND LOAD

- 6.1 Duties of Assignment: The duties for all full-time faculty may include but are not limited to: classes taught at both on and off-campus locations; student office hours; preparing lectures or grading student assignments or tests; counseling, providing health services or library services; approved conferences and field trips; consultation with other faculty, the administration, and community members; interacting with students as a mentor, club advisor, or event advisor; maintaining subject matter currency through reading professional literature, participating in a professional association, publishing a book or article, presenting a workshop, completing a sabbatical or fellowship project, attending work-related workshops or conferences, or taking classes; participating in curriculum development by revising course outlines, developing new courses, or working with four year colleges to facilitate articulation; participating in institutional or assignment-based research; participating on a college committee, Academic Senate committee, Faculty Association committee, or task force; participating in peer review through service on a hiring committee, tenure evaluation committee, or evaluation of part-time faculty; or mentoring new faculty.

Participation in the above activities shall be documented as part of the regular self-evaluation process, using the form in Appendix J.

Faculty on partial contract shall be on campus and responsible for the duties specified above for periods of time prorated according to the proportion of contract held. These provisions do not apply to part-time faculty.

### 6.2 Work Week

- 6.2.1 General: "On campus" time shall include, but is not limited to, classes taught at both on and off-campus locations, student office hours, approved conferences and field trips, and consultation with other faculty, the administration and community members. These hours are exclusive of overload extra-pay assignments.
- 6.2.2 Full-Time Classroom Faculty, Counselors, Librarians, Health Services: Each full-time unit member shall be on campus or performing the duties of his or her assignment, as set forth in Article 6.1, a minimum of thirty (30) hours per week in the regular college year. (When working on a compressed calendar, the minimum number of hours per week will be adjusted proportionally.)

### 6.3 Work Year

6.3.1 Classroom Faculty and Non-Classroom Faculty. The standard work year is 175 days as specified under Article 11, Calendar. "Work year" for department chairs and other departmental leaders is defined in Article 22.

6.3.2 For purposes of the Agreement, "academic year" is defined as Fall and Spring Semesters; "fiscal year" is defined as Summer Intersession through Spring Semester.

#### 6.3.3 Counseling Faculty

- (a) The service of regular tenured or probationary counselors may be needed during days not included in the faculty duty day calendar. In order to meet this need the following provisions will apply: The appropriate academic administrator, in consultation with the chair of the Counseling Department, will determine those non-duty dates on which counseling service is required and the number of counselors to be involved. These dates may include any non-duty days during the school year as well as any days in the last week of the school year but excluding holidays and Winter and Spring recesses. In addition, the appropriate academic administrator, in consultation with the chair of the Counseling Department, shall designate a "low load" period during which compensatory time may be taken.
- (b) All counselors will be given an opportunity to volunteer to serve on one or more of the specified non-duty days in exchange for compensatory time off during the designated "low load" period. Each volunteer and his or her compensatory time request must be approved by the appropriate academic administrator.
- (c) If all needed counselor time is not satisfied by approved volunteers, the appropriate academic administrator may draft counselors to serve as needed. The appropriate academic administrator shall attempt to make these mandatory assignments and the related compensatory time in the best interest of the counseling office and the counselors involved. Counselors drafted for service should be selected on a rotational basis which over time will require all counselors to share in the non-duty day assignments.
- (d) Summer and Winter intersessions are specifically excluded from 6.3.3.c. However, counselors may be assigned to work the week preceding the start of Spring semester, as well as peak periods during the Fall and Spring semesters.

6.4 Full-time and Part-time Classroom Faculty Office Hours:

Full-time Classroom Faculty:

Each unit member shall regularly schedule on at least three days of each week a number of office hours based on their contract assignment as shown in the chart below. Overload assignments shall not be used to reduce a faculty member's office hour commitment.

<b>Contract Weekly Teacher Hours (WTH)</b>	<b>Office Hours Each Week</b>
At least 12 but not more than 16 WTH	4 hours each week
17 but not more than 19 WTH	3 hours each week
20 WTH or more	1 hour each week

Faculty members with 3 or 4 office hours scheduled each week shall schedule these hours on at least three days of each week. Department chairs shall ensure that office hours are maintained in accordance with this Agreement.

6.4.1 Tenured and probationary faculty members of the mathematics department will schedule one hour per week in the math lab in lieu of one of their office hours unless the department chair authorizes four hours of office hours because it is impractical to be in the math lab. The department chair has the discretion to assign up to two hours of office hours in the math lab.

6.4.2 Electronic Office Hours: After consultation with the department chair or elected faculty leader regarding related student access issues, faculty may satisfy part of the requirements of this Section by utilizing electronic or other telecommunication applications.

Part-time Classroom Faculty:

The office hour commitment for part-time faculty members with credit instruction assignments is the same as full-time faculty members with the same assignment, and is as follows:

<b>Assignment Load Factor</b>	<b>Office Hours Commitment</b>
1.0	16 minutes per teaching hour per week
0.882 or 0.875	10.5 minutes per teaching hour per week
0.75	3.0 minutes per teaching hour per week

Compensation for office hours is already included in the pay for a given assignment.

6.5 Part-time Faculty:

6.5.1 General Provisions: Part-time faculty are Classroom and/or Non-classroom faculty who are hired under the provisions of Education Code 87482. *et al.* Part-time faculty assignments may not exceed 67% of a full-time assignment.



- 6.5.2 Department Meetings: Part-time faculty employed for either the regular fall or regular spring semester shall attend at least one department meeting per semester as part of their semester assignment. If department meetings are always held at times that conflict with the faculty member's other employment, department chairs or the appropriate academic administrator may excuse the faculty member from this requirement.

Part-time faculty have the right to attend department meetings. Part-time faculty shall be notified by department chairs of department meetings concurrently with full-time faculty.

- 6.5.3 Employment Contracts: Sample contracts for part-time employment are shown in Appendix L, and cannot be changed without prior consultation with the Association. The Association shall be informed as to which contracts will be distributed as soon as the District has reached a decision, but in no event later than the first day of classes for the relevant semester or intersession. Payment for full semester assignments shall be calculated at 18 weeks times the weekly load for those paid as graded hourly faculty.

- 6.5.4 Assignment: Department chairs or the appropriate academic administrator shall inform part-time faculty of their tentative schedule for an upcoming semester at the earliest possible time. Any changes that occur to this tentative schedule shall also be communicated at the earliest possible time. Other issues pertaining to part-time faculty assignments are specified in section 6.7.

## 6.6 Associate Faculty:

- 6.6.1 Purpose: The purpose of this provision is to grant, on an annual basis, some degree of employment stability for eligible part-time faculty members within the limitations imposed by the District's needs to create course schedules that match current student demand and provide appropriate assignments for full-time faculty members.
- 6.6.2 Eligibility: After five consecutive semesters of employment with the District, with an assignment of at least 5 LHE per week within a discipline for each of the five consecutive semesters, a part-time faculty member shall be designated as "Associate Faculty" provided that the part-time faculty member has not received less than a satisfactory evaluation during the qualifying five semesters. No more than 60% of the part-time faculty in a discipline within a department shall have Associate Faculty status. (For the purposes of this provision, discipline shall be defined as listed in the Board of Governors Minimum Qualifications for Faculty and Administrators in California Community Colleges.) In the event that the number of part-time faculty who qualify for Associate

Faculty status within a discipline exceeds 60%, the Vice President of Academic Affairs or Student Affairs, a Faculty Association representative, and the department chair/leader will meet and confer to determine the Associate Faculty List for that discipline.

The appropriate Vice President, at his/her sole discretion, may waive the 5 LHE per week requirement and/or the 60% limit. In the event that the 60% limit is waived, the appropriate Vice-President, a Faculty Association representative, and the department chair/leader will meet and confer to determine the associate faculty list for that discipline. The District shall notify the part-time faculty member when they achieve Associate Faculty status (Appendix L-3). Notification of achievement of Associate Faculty status shall occur by the 4th week of the spring semester of each year.

The following additional language shall apply from the date of ratification of this Agreement until on August 22, 2025, at which time it will expire unless extended by mutual agreement: Those part-time faculty members who have earned eligibility for Associate Faculty status but who are waiting to be added to the Associate Faculty List shall retain eligibility for Associate Faculty status unless the faculty member has no assignment for two consecutive academic years or they receive an Unsatisfactory overall peer evaluation rating or two consecutive Needs Improvement while waiting to be awarded Associate Faculty status.

- 6.6.3: Associate Faculty List: Once a part-time faculty member is designated as Associate Faculty, they will be placed on the Associate Faculty List in an order to be determined by the date of first assignment in the department, provided that the part-time faculty member has not had a break in service. If there has been a break, the placement on the Associate Faculty List shall be determined by the faculty member's first semester of employment as a part-time faculty member in that discipline following the most recent break. For the purposes of this article, a break in service shall be defined as not having completed or not having been offered an assignment for two or more Fall/Spring cycles. If a tie exists, total teaching/non-teaching hours in the discipline shall be used to break the tie. The Associate Faculty List shall be updated for each department by the Academic Affairs Office over winter intersession and will be transmitted to the Faculty Association office and to each department chair no later than the 3<sup>rd</sup> week of the spring semester.

Each winter when the Associate Faculty List is updated, faculty members who are eligible for Associate Faculty status and who are in disciplines for which the Associate Faculty List is closed due to the 60% rule, shall be placed on an "Eligible But Not Awarded" (EBNA) list with seniority based upon the semester in which eligibility for Associate Faculty status was earned.

- 6.6.4 Reemployment Right: Once the Associate Faculty List has been updated during the winter intersession of each year, a part-time faculty member designated as Associate Faculty on that list shall be re-employed for the following Fall and Spring Semesters, with the total number of assigned teaching or non-teaching hours for the two consecutive

semesters no less than the total number of assigned teaching or non-teaching hours in the fourth and fifth qualifying semesters (“Base Assignment”) as long as the need for the assignments for which the associate faculty member is qualified continues as determined within the sole discretion of the department chair and the Vice President of Academic Affairs or Student Affairs. For the purpose of this article only, “qualified” means (1) possessing the appropriate minimum qualifications to render service in the assignment, and (2) having adequate preparation for the specific course or assignment through appropriate education or successful recent experience. The department chair shall be the judge of whether or not a part-time faculty member has adequate preparation for the specific course or assignment, but, in making the judgment, the department chair shall apply assignment standards that are substantially the same as those used in assigning full-time faculty within the department.

Associate Faculty status may be renewed at an assignment level less than the Base Assignment if the number of assigned teaching or non-teaching hours for which the Associate Faculty member is qualified is less than their Base Assignment. Nothing in this section prevents an Associate Faculty member from receiving an assignment greater than the Base Assignment.

The Base Assignment shall be adjusted to a lower number if the number of assigned hours is lower than the Base Assignment for two consecutive academic years.

The Base Assignment shall be adjusted to a higher number if the number of assigned hours is greater than the Base Assignment for two consecutive academic years.

The academic years used to update the Base Assignment shall be the two academic years prior to the winter intersession in which the Associate Faculty list is updated.

In either case, the new Base Assignment shall be adjusted to the number of assigned hours that is closer to the existing Base Assignment. The following examples illustrate how this adjustment may occur:

	Annual Base Assignment	Academic Year 1	Academic Year 2	New Annual Base Assignment
Example 1	15 Hours	17 Hours	18 Hours	17 Hours
Example 2	15 Hours	12 Hours	13 Hours	13 Hours

6.6.5 As long as they are qualified for the available assignments, part-time faculty with Associate Faculty status shall be offered an assignment before any part-time faculty member without Associate Faculty status is offered an assignment. If, during any particular semester, there are more part-time faculty with Associate Faculty status in a discipline than there are available assignments in that discipline, the seniority of part time faculty shall be considered among the criteria used in offering assignments to Associate Faculty.

6.6.6 Associate Faculty shall have the right to an assignment which displaces another part time faculty member who is not an Associate Faculty member under the following conditions:

- (a) The Associate Faculty member was assigned a class that was canceled due to lack of enrollment or is withdrawn because it is needed to fill the load of a full-time faculty member.
- (b) There was no alternative assignment available for that Associate Faculty member through creation of a new class or by the trading of assignment with another faculty member.

A reasonable effort will be made by the Department Chair to offer a replacement course, for which the Associate Faculty member is qualified, that falls in the time frame documented on the faculty member's assignment preference form.

6.6.7 Associate Faculty status non-renewal: If there is no assignment available for which the Associate Faculty member is qualified, the Associate Faculty status will not be renewed. In such cases, the affected faculty member's name shall be placed on an "inactive" list for consideration of Associate Faculty status renewal in the next cycle. If Associate Faculty status is not renewed in the next cycle, Associate Faculty status shall be terminated in accordance with 6.6.8 below. On or before the 4th week of the spring semester of each year, an Associate Faculty member shall be notified by the District in writing if his/her status is not to be renewed for the following academic year.

6.6.8. Associate Faculty status termination: An Associate Faculty member shall retain his/her Associate Faculty status unless, notwithstanding notification per 6.6.2 or 6.6.7, it is terminated pursuant to the following conditions:

- (a) The Associate Faculty member receives an evaluation that is less than satisfactory. The following additional language shall apply from the date of ratification of this Agreement until on August 22, 2025, at which time it will expire unless extended by mutual agreement: In the case of a Needs Improvement evaluation, Associate Faculty status shall be terminated at the end of the following semester for which the Associate Faculty member has an assignment unless the Associate Faculty member receives a satisfactory evaluation in such semester. In the event that an evaluation is not timely completed in such a semester through no fault of the Associate Faculty member, it shall be completed as soon as possible in a subsequent semester and Associate Faculty status shall remain in effect until the evaluation is completed.
- (b) The Associate Faculty member fails to perform the normal and reasonable duties of their assignment or is otherwise guilty of misconduct as defined by Education Code 87732.

- (c) The Associate Faculty member declines all of their assignment in the discipline within the timeframe requested.
- (d) Associate Faculty status has not been renewed for two Fall/Spring cycles.
- (e) In the event that an Associate Faculty member is terminating their part-time employment with the District, an Associate Faculty member can request the termination of his or her status as long as this request is in writing to the Vice-President of Academic Affairs. This request must include an effective date.

Before termination of Associate Faculty status, the associate faculty member shall be given written notice by the District of the reason for such termination.

6.6.9 Notwithstanding 6.6.5, Associate Faculty status shall not be terminated under the following circumstances:

- (a) An assignment is canceled for any reason other than misconduct or an evaluation that is less than satisfactory.
- (b) Verified illness or other extenuating personal circumstances which the part-time faculty member and the appropriate dean mutually agree make acceptance of assignment(s) impossible.
- (c) The part-time faculty member turns down an assignment that is offered to replace another assignment that was canceled.
- (d) The part-time faculty member requests not to receive an assignment in the department provided that the request is in writing and is received by the department chair at least 60 calendar days before the beginning of the semester. If a part-time faculty member makes only one request of this kind in any five-year period, it shall be honored. A request not to receive an assignment for two consecutive semesters shall be counted as a single request.
- (e) The part-time faculty member is a recipient of an "hourly task assignment".

#### 6.7 Assignment-General Provisions:

Classroom Faculty (Full-time and Part-time): Department chairs or faculty leaders, after taking into consideration the preference of tenured, probationary and part-time faculty members shall recommend assignments to the appropriate academic administrator. This provision does not imply that re-employment is guaranteed for part-time faculty. Part-time faculty may be required to make their preferences known on a different form and at a different time than may be required of the tenured and probationary faculty. The academic administrator shall have final responsibility for assignments but shall make a reasonable effort to confer with the department chairs or faculty leaders or their designated alternatives if changes are to be made in the courses to be taught or the time schedules of those courses. Under normal circumstances, class assignments of tenured and probationary faculty shall be made between 8 a.m. and 3 p.m. on Monday, Tuesday, Wednesday, Thursday or Friday and may allow a week of 3, 4 or 5 scheduled

teaching days. In general, faculty may teach classes in any of three class types: 1) A traditional class: a class taught in a District facility in a classroom; 2) Online/Distance Education: A class taught using computer technologies and not using campus classrooms or; 3) Hybrid Classes: A class taught both online and in a classroom.

When it is necessary in order to complete a full assignment, a faculty member may be assigned to any time during the regular day or evening schedule, but such an assignment should be made only under special circumstances. If tenured or probationary faculty members are required to teach an evening class as part of their contract load, they shall not be required to teach before 9:00 a.m. on the following day.

Counselors, Librarians and Health Services: Schedules, including but not limited to student contact, meetings, and preparation time, shall be authorized by the appropriate administrator after consultation with the faculty member.

## 6.8 Standards for Assignment and Load

6.8.1 Classroom Faculty: A full load for a full-time faculty member shall be 15 Lecture Hour Equivalents (LHE). The LHE for each assignment shall be the product of the weekly teacher hours and the load factor. Load factors for all credit courses are listed in Appendix H, which is available in the Office of Academic Affairs, department offices, the District's website and the office of the Association. This Section may be reopened by mutual agreement in order to add new classes to Appendix H. When a new course is approved, the District shall assign load based on past practice. Upon request, the Association has the option to discuss the load factor to be assigned to the course. Nothing in this section or Agreement shall require the District to reach mutual agreement with the Association prior to offering a new course.

Load factors have been assigned to classes on the assumption that the weekly hours assigned to the teacher (WTH) are equal to the weekly student contact hours. Exceptions to this general rule are indicated on the load factor list.

Under the compressed calendar, the weekly contact hours increase to 16.0 (e.g., a three hour class with a load factor of 1.0 will have 3.2 weekly contact hours). The total semester hours of teaching are the same under the traditional 18 week per semester calendar and the compressed calendar.

Assignments in Counseling, Disabled Students Program, EOPS, the Library, the LRC, Psychological Services, the Student Health Program, service in a position placed on the Added Responsibility Schedule, and any other assignments which do not involve meeting regularly scheduled classes shall have a load factor of .500. Under the compressed

calendar, this may result in scheduled hours of 32 hours per week, and schedules may be flexed to meet the needs of both the District and the faculty member, but the annual schedule shall not exceed the 1,080 scheduled hours that would have been scheduled under the traditional 18 week per semester calendar. It is not the intent of this paragraph that thirty-two hours of student contact per week be scheduled for an individual faculty member. Schedules, including but not limited to student contact, meetings, and preparation time, shall be authorized by the appropriate administrator after consultation with the faculty member.

- 6.8.2 A Course Load Factor Review Committee shall be created consisting of one member appointed by the Vice President for Academic Affairs and one member appointed by the Faculty Association. These two appointees shall mutually agree on a third member who shall be a faculty member. The purpose of this Committee shall be to make recommendations to the Vice President for Academic Affairs concerning the reconsideration of the load factor of any course. Any load factor recommended is limited to the load factors listed in Appendix H. The Committee shall also define the term "load increment". Upon defining the term "load increment", the Faculty Association and the District shall enter into a memorandum of understanding setting forth their agreement to the term which shall be binding on the Committee. The Committee shall recommend to the Vice President of Academic Affairs the assignment of this increment to courses as appropriate. The Committee shall determine the procedures, forms and information needed to make its recommendations. In reaching its recommendation, the Committee shall consider input from the relevant department, the Curriculum Committee, and any other sources that it deems appropriate.
- Requests to the Committee must be initiated by the relevant department chair. Within 60 work days, the Committee shall render its recommendation. This Committee timeline can be extended by the agreement of the majority of Committee members. The recommendation of the majority of the Committee shall be submitted to the Vice-President of Academic Affairs.
- Within 30 work days of receiving the majority recommendation of the Committee, the Vice-President for Academic Affairs shall provide a written decision to the Committee and the relevant department chair including his/her rationale if he/she disagrees with the recommendation of the majority of the Committee. This timeline can be extended by the Vice-President for Academic Affairs for good cause. The Vice-President for Academic Affairs shall give careful consideration to and not unreasonably overturn the recommendation of the Committee.
- Any approved load factor change shall not be applied retroactively. Any load factor change shall take effect upon the following intersession or semester as long as this change occurs prior to the initial allocation of WTH to the affected department for that intersession or semester.

6.9 Overload Assignments:

An overload assignment occurs when a full-time classroom faculty member is assigned a load greater than the standard 15 LHE as described in section 6.8. In the event that a full-time faculty member is assigned 3 or greater LHE in excess of 15 LHE, the faculty member shall be entitled to overload pay for the 3 or greater LHE in excess of 15 LHE or the faculty member may bank the overload LHE in accordance with Article 21, Banking of Assigned Load. In the event that a full-time faculty member is assigned fewer than 3 LHE in excess of the standard assignment of 15 LHE, the overload LHE will be banked in accordance with Article 21, Banking of Assigned Load.

The maximum number of hours of either classroom teaching or other duties paid at the overload rate which may be assigned to tenured or probationary faculty members is six (6) hours (WTH) per week. With the permission of the Vice President, Academic Affairs, exceptions to this policy may be made.

6.10 Adjustments to Assignment and Load

6.10.1 With the permission of the Vice President, Academic Affairs, an individual faculty member's load shall be adjusted for unusual class sizes or for special circumstances placing unusual demands on the instructor. The Association shall be notified in writing at the end of each semester or intersession of any adjustments under 6.10.1.

6.10.2 With prior written agreement among the faculty member, the department chair and the Vice President, Academic Affairs or designee, oversized classes may be scheduled. To determine the class size ratio, the approved number of students shall be divided by the maximum class size (Appendix H). This class-size ratio determines the appropriate load factor adjustment found in the corresponding row of Column 2 of Table 6.10.2.

For example, the class size ratio of a class with a maximum size of 35 students and approved for 60 students would be determined as follows:  $60/35 = 1.714$ . In Column 1 of Table 6.10.2, this ratio is between 1.667 and 2.221 and therefore results in a load factor of 1.5.

		<b>Class size 45</b>	<b>Class size 35</b>
<b>Class size ratio</b>	<b>Load factor ratio</b>	<b>Max size for LF</b>	<b>Max size for LF</b>
1.000 or less	1.000	45	35
1.001 - 1.332	1.166	59	46
1.333 - 1.666	1.333	74	57
1.667 - 2.221	1.500	99	77
2.222 - 2.666	1.667	119	92
More than 2.666	2.000	120 or more	93 or more



Table 6.10.2: Load Factor Ratios and two class size examples

With prior written agreement among the faculty member, the department chair, and the Vice President or designee, oversized classes may be scheduled using the following enrollments for English composition and ESL composition classes:

30 +	1.500
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The class enrollment on census day determines the load factor adjustment to be awarded, except as provided for in 6.10.1.

The District will ensure that computerized class scheduling reflects the arrangement to accommodate an oversized class.

6.11 Exceptions to the load provisions set forth in this Article may be made by the appropriate vice president when the faculty member, department chair and appropriate administrator all agree that the exception is in the best interest of the instructional program. The Association shall be informed and shall have the opportunity to inform the faculty member of agreement provisions regarding load before a final decision is reached. Such arrangements shall be non-precedent setting.

6.12 Class Size:

The maximum class size for every course shall be included in Appendix H. At the end of each semester, the District will update the list of maximum class sizes for all courses. By no later than the beginning of the next semester, the District shall provide the Association with an update to Appendix H. Department chairs shall recommend maximum class size to the appropriate academic administrator. The appropriate academic administrator shall have final responsibility for setting such maximums and shall make a reasonable effort to confer with department chairs or their designated alternates if changes are to be made. The Association shall, within five work days, be notified of any change in the maximum class size assigned to a course that results in an increase in the previously assigned maximum class size.

The minimum class size on opening day of each semester or session shall be eighteen (18) students. Exceptions to this guideline may be made by the administrator in consultation with department chairs. If there are no students enrolled in a class, it may be canceled at any time during the semester. If the instructor is hourly, no further compensation shall be paid after the date of cancellation. If the instructor is tenured or probationary, the LHE for the class shall be prorated for the length of the class. Any loss of LHE shall be balanced as indicated in Article 21, Banking of Assigned Load.

A reasonable attempt shall be made to consult with the faculty member concerned before a class is canceled. A tenured or probationary faculty member whose class is canceled shall be reassigned to another section in accordance with the provisions of section 6.7. When a class

taught as an hourly rate overload of a tenured or probationary faculty member or taught by a part-time faculty member is canceled, no alternate assignment which displaces any other faculty member shall be made, except in accordance with article 6.6.6 (Associate Faculty provision).

- 6.13 Added Responsibility Increments: Faculty members who are assigned tasks or leadership responsibilities that require the organization and oversight of other faculty members or students in activities that are beyond the usual and customary duties delineated in Article 6.1, shall receive an added responsibility increment as set forth in Appendix E-1. The specific program leadership for which the Added Responsibility Increment shall be awarded are listed below and other tasks or responsibilities may be added to this section upon agreement of the District and the Association. Additional compensation is also addressed in Appendix R.

Step 1 None

Step 2 Adelante Center, Black Collegians, Career Services Center, Debate Team, Health Sciences, International Students Center, Scholars Program, Veterans' Success Center

Step 3 *Corsair* Advisor

- 6.14 Faculty Athletics Liaison: The Director of Athletics will assign one faculty member annually to serve as faculty liaison. This faculty member will be compensated at Step 3 of the added responsibility schedule (Appendix E-1).

- 6.15 Tenured, probationary and part-time faculty who are head coaches of intercollegiate sports classes, are assigned to the Added Responsibility Schedule as follows and will receive additional compensation as indicated in Appendix E-2.

Step 1 Head coaches of Cross Country, Tennis, Volleyball, and Water Polo

Step 2 Head coaches of Basketball, Softball, Soccer, Swimming, and Track

Step 3 Head coach of Football and full-time assistant head Football coach

If a head coach is assigned to Men's and Women's Teams simultaneously, he or she will receive 150% of the added responsibility increment for a single assignment.

- 6.16 Coaching Assignments

Faculty who are head coaches or assistant coaches of an intercollegiate sport may be required to conduct practice prior to the first duty day of the fall or spring semesters. The season of each intercollegiate sport (when practice scrimmages may begin, when games or meets may begin,

when conference competition ends and when post-conference competition ends) will be designated by the Community College League of California's Commission on Athletics (COA). The schedule and number of hours of practice shall be determined by the appropriate administrator, after consultation with head coaches. Basketball shall be considered in-season during Fall semester.

All faculty who are head coaches will be compensated for the sport season by placement on the Added Responsibility Schedule as set forth in Section 6.14 and by assignment of a load for coaching the sport season as set forth in the table below. All faculty who are assistant head coaches will be compensated for the sport season by placement on the Added Responsibility Schedule if applicable and by assignment of a load for coaching the sport season as set forth in the table below. Full-time faculty who are head coaches or assistant head coaches will be paid this load at their contract rate. Part-time faculty who are head coaches or assistant head coaches will be paid this load at their hourly teaching rate as shown in Salary Schedule B-3.

Compensation for the season for all sports except football includes payment for all in-season activities (including varsity PE classes and including 15 hours of in-season practice not occurring during the semester) as well as post-season recruitment activities. The compensation for playoff competition, if any, will be paid separately as defined in 6.15.4.

Compensation for the football season includes payment for all in-season activities (including varsity PE classes and including 30 hours of in-season practice not occurring during the semester) as well as post-season recruitment activities and additional pay hours shown below. The compensation for playoff competition, if any, will be paid separately as defined in 6.15.4.

TENURED, PROBATIONARY HEAD COACHES	
Coaching one sport: 10 WTH assigned to VAR PE class  *4 WTH out-of-season recruitment (intersession or following Semester at coach's option)	Coaching two sports (Fall/Spring) 10 WTH assigned to VAR PE class  *4 WTH out-of-season recruitment (intersession or following Semester at coach's option)
Coaching two sports (one semester): 14 WTH assigned to VAR PE class	

<p>*6 WTH out-of season recruitment (intersession or following Semester at coach's option)</p>	
<p>TENURED, PROBATIONARY ASSISTANT HEAD COACHES</p>	
<p>10 WTH for Assistant Head Football Coach (in-season) *4 WTH out-of-season recruitment</p>	
<p>PART-TIME HEAD COACHES</p>	
<p>Coaching one sport: 10 WTH assigned to VAR PE class *4 WTH out-of-season recruitment (intersession or following Semester at coach's option)</p> <p>Coaching two sports (one semester): 10 WTH assigned to VAR PE class *10 WTH out-of season recruitment</p> <p>6 WTH Winter intersession recruitment 4 WTH Summer intersession recruitment</p>	<p>Coaching two sports (Fall/Spring) 10 WTH assigned to VAR PE class</p> <p>*4 WTH (Winter and Summer) for recruitment</p>
<p>ADDITIONAL PAY HOURS FOR FOOTBALL HEAD OR TENURED, PROBATIONARY ASSISTANT HEAD COACHES</p>	
<p>15 Additional Hours Paid At Contract Rate (Full-time Faculty) Or B-3 Teaching Rate (Part-Time Faculty)</p>	

\* Coaches are required to submit an annual recruitment plan to verify activities to meet

recruitment compliance standards.

Faculty who are assistant coaches will be assigned Weekly Teacher Hours or a stipend as specified below and will not be placed on the Added Responsibility Schedule. Tenured and probationary faculty who serve as Assistant Coaches will be assigned WTH as part of their contract load and will not be placed on the Added Responsibility Schedule. Tenured and probationary faculty hired as an assistant football coach shall receive an added responsibility increment specified in Appendix E-2, Step 3, as long as they continue to coach. Assistant coaches not meeting minimum qualifications and having an equivalency will receive the same stipend amount designated for assistant coaches. Assistant Coach I compensation for in-season practice days occurring prior to the start of the semester is included in the stipend set forth below. Assistant Coach II are not required to attend nor will they be compensated for in-season practice days occurring prior to the start of the semester.

<b>ASSISTANT COACHING STIPEND</b>	
<p>Assistant Coach I : \$9,800 per assistant (counted as 1.0 in the below chart)</p> <p>Assistant Coach II : \$4,900 per assistant (counted as 0.5 in the below chart)</p> <p>Assistant Coach II are not required to attend nor will they be compensated for in-season practice days not occurring during the semester</p> <p>In addition, each varsity team sport section shall be eligible for team teaching compensation as defined in Article 24.</p>	
<b>FUNDING FOR ASSISTANT COACHES</b>	
<b>Sport</b>	<b>Assistant Coaches</b>
Men's Basketball	2
Men's Soccer	2
Men's Football	9
Men's Track & Field	3
Men's Cross Country	1
Men's Swim & Dive	2
Men's Water Polo	1
Men's Volleyball	1
Women's Track & Field	3
Women's Cross Country	1
Softball	2
Women's Swim & Dive	2
Women's Water Polo	1

Women's Basketball	2
Women's Soccer	2
Women's Volleyball	1
Women's Beach Volleyball	1
Women's Tennis	1

Assistant Coaching stipends shall be paid in four equal payments during the semester when the coaching assignment takes place.

6.16.1. Post-Season Stipend

All approved coaching assignments shall receive \$250 per week of playoff competition for up to three weeks as a separate playoff stipend when their coached team competes in playoff competition.

6.16.2. For the purposes of Article 6.6.2, VAR PE classes are a different discipline from KIN PE classes.

6.17 Any current or new added responsibility position not on the Added Responsibility Schedule shall be negotiated as to its placement.

6.18 Reassigned Time and Intersession Task Assignments:

For purposes of this Agreement:

The term “reassigned time” shall be defined as the assignment of an alternative task or responsibility in lieu of a portion of a faculty member’s customary classroom or non-classroom assignment during a fall or spring semester. The load factor for reassigned time shall be 0.5. (For example, 20% reassigned time = 3.0 LHE = 6.0 WTH at load factor 0.5.)

The term “overload task assignment” shall be defined as the assignment of a task or responsibility other than a faculty member’s customary classroom or non-classroom assignment to be compensated as an overload.

The term “intersession task assignment” shall be defined as the assignment of a task or responsibility other than a faculty member’s customary classroom or non-classroom assignment during an intersession.

The term “hourly task assignment” shall be defined as the assignment to a part-time faculty member of a task or responsibility other than the faculty member’s customary classroom or non-classroom assignment.

The term “load increment” shall be defined as an adjustment to a full-time faculty member’s LHE for participation in a special program(s). This is credited for the initial semester the faculty member teaches the course (except as provided for specified English classes). Part-time faculty receive a stipend for participation in special programs.

The District shall grant a minimum of 76 LHE of reassigned time per semester, which shall be assigned for faculty leadership responsibilities and for the Academic Senate. The District will continue to provide load increments for participation in special programs as determined by the schedule of classes.

The District retains the right to reassign faculty members up to a full contract load (15 LHE) in fall and spring semesters. No overload task assignment or intersession task assignment in addition to a 100% reassignment shall be implemented prior to written agreement with the Association.

All reassigned time, overload task assignments, hourly task assignments and intersession task assignments for faculty, the accounts and amounts charged, and funding sources for such assignments that are categorically funded or to be reimbursed shall be reported in writing to the Association by the sixth week of each semester or intersession. Dollar amounts charged to each reassignment, by account, will also be provided upon request.

6.19 Stipends:

Only performance of those tasks or responsibilities listed under Section 6.13 through 6.17 (Added Responsibility Increments) or included in Appendix R shall entitle a faculty member to payment of a stipend. Current stipends are listed in Appendix R.

A stipend for additional services not otherwise provided for under Sections 6.13 through 6.17 or listed in Appendix R shall not be paid, nor shall services be rendered, prior to agreement with the Association. The amount of such an agreed upon stipend, along with the associated tasks or responsibilities, shall then be added to Appendix R.

6.20 For each academic year of the contract, the District will fund up to seven (7) fellowships at \$1500 per fellowship to be awarded upon recommendation by the Sabbaticals and Fellowships Committee to the Vice President, Academic Affairs. Fellowships shall be defined as one semester projects related to new course development, course materials development, or research related to teaching or student services within the faculty member’s area of discipline expertise.

6.21 All faculty members using personal vehicles for travel required in the performance of their duties for the District shall be reimbursed at the rate set from time to time by the IRS.

6.22 Academic Senate President: The Academic Senate President shall receive 15 LHE of reassigned time in each Fall and Spring semester and a step shift of 6 during the period of their tenure as president. Additionally, a total of 6.0 LHE shall be awarded to the Academic Senate President for Senate duties to be used in intersessions as determined by the Academic Senate President.





## **ARTICLE 7 : EVALUATION**

- 7.1 The District, represented by an appropriate administrator, retains responsibility for the evaluation and assessment of performance of each faculty member. Such responsibility shall be exercised in a manner consistent with the following procedural guidelines.
- 7.2 The evaluation process shall follow the process outlined in Articles 7A, 7B, 7C and 7D. Evaluation forms shall be found in Appendix S. Student evaluations will continue to be carried out in the same time-frame and cycle as determined in previous contracts, but the parties have agreed to move to a digital/online version (yet to be determined) that will simplify and strengthen the current student evaluation process.
- 7.3 Evaluation Committee. The Faculty Association and the District will establish a joint committee to examine the questions that are asked on the student evaluation survey and to revise the faculty self-evaluation form to address a prior needs-improvement evaluation. The Evaluation Committee shall be comprised of three members appointed by each group.

The committee shall bring recommendations to the Association and the District for inclusion in the contract as an MOU. In developing its recommendation(s), the committee shall:

- (a) Study evaluation forms of other California community colleges and identify best practices.
  - (b) Jointly obtain input from interested parties, teaching and non-teaching faculty, department chairs, and academic administrators.
- 7.4 Each evaluator shall be encouraged to make formal recognition of areas of exemplary performance on the part of the faculty member being evaluated in the written evaluation. Should the evaluator note specific deficiencies in the evaluation, reasonable assistance shall be provided to the faculty member being evaluated in developing a plan to correct the deficiencies.

## ARTICLE 7A : EVALUATION OF PROBATIONARY FACULTY

The purpose of faculty evaluation is to improve the performance of each faculty member. The faculty evaluation process is designed to transcend legal compliance and to foster meaningful professional growth. Since every professional educator has certain areas in which the improvement of performance is possible, the faculty evaluation process is structured to help each faculty member identify relevant areas for performance improvement and develop an appropriate plan to accomplish the professional growth.

### **Procedure for Evaluating Probationary**

Santa Monica College will utilize a four-year tenure track process, described below, for probationary faculty. This process will ensure that the College faculty sustains its outstanding record of achievement and promotes academic excellence. In evaluating probationary faculty, Santa Monica College expects all faculty members to meet the following specific standards in the performance of their duties (§87664):

- Provide effective instruction, counseling, library or other student services
- Observe all state, local, and College laws, regulations, and policies and District contractual obligations
- Participate in professional and College activities
- Maintain and improve professional and subject matter competency

This process is designed to accomplish the following goals in each of the four years:

Year One: Validate the initial hiring decision, evaluate the probationary faculty member's performance, and establish a Plan for Professional Development.

Year Two: Evaluate the probationary faculty member's performance; implement, evaluate, and revise the Plan for Professional Development.

Year Three: Evaluate the probationary faculty member's performance; implement and evaluate the revised Plan for Professional Development.

Year Four: Evaluate total performance and consider recommending tenure.

These goals are described in greater detail below.

Tenure evaluation procedures at Santa Monica College are collectively bargained pursuant to Section 3543 of the Government Code.

### **I. YEAR ONE (First Contract)**

#### **A. The Evaluation Committee**

A joint faculty-administrative committee will evaluate all first-year probationary faculty. A faculty member with online teaching experience will be included on the committee of an Evaluatee whose assignment includes an online component. For the purposes of this article, an online component means a hybrid or online assignment as defined in article 6.7. The members of the committee will be:

1. The senior administrator of Human Resources or designee, who will chair the Evaluation Committee, maintain the Evaluation File (below), and record the minutes, decisions, and recommendations from all Evaluation Committee meetings.
2. The chair or faculty leader of the department to which the Evaluatee is assigned. With the concurrence of the department, the department chair or faculty leader may designate another tenured faculty member from the department to serve on the committee instead of the chair, provided that the designee possesses the minimum qualifications or equivalent qualifications of the position for which the probationary faculty member is being evaluated.
3. Another tenured faculty member selected by the department chair or faculty leader and the senior administrator of Human Resources or designee possessing the minimum qualifications or equivalent qualifications of the position for which the probationary faculty member is being evaluated. In the event that the department lacks this additional personnel, the additional faculty member will be selected from among all tenured faculty members in a related department.
4. A faculty peer from a different department. The outside faculty member will be selected from among all tenured faculty members by the senior administrator for Human Resources or designee after consultation with the president of the Academic Senate and the department chair or faculty leader or designee.

Human Resources will provide all Evaluation Committee members with an orientation to the College's evaluation procedures prior to their service on the committee. Committee members must attend all committee meetings and fulfill their responsibilities faithfully. The College will provide substitutes for faculty members who are unable to meet their classes or deliver student services because of duties required by this article. The senior administrator for Human Resources, after consultation with the president of the Academic Senate, may discharge from the committee any member who fails to perform his/her duties. Should a change in employment status make a faculty member unable to serve as a faculty representative, he/she may continue on the committee with the written agreement of the Evaluatee and the president of the Faculty Association or designee. Should a vacancy on the Evaluation Committee occur for any other reason, the committee chair will fill the vacancy within five business days using the guidelines specified above.

All decisions and recommendations of the Evaluation Committee require the affirmative vote of three members, except for a Recommendation to Employ the Probationary Employee as a Tenured Employee for all Subsequent Academic Years or a Recommendation to Not Enter into a Contract for the Following Academic Year, which require the affirmative vote of four members. If the Evaluation Committee is unable to make a decision or recommendation, the Superintendent/President and the president of the Academic Senate will confer and make the decision or recommendation.

## B. The Evaluation File

The Evaluation File will contain all materials used by the committee to make its decisions and recommendations. The Evaluation File will include the following:

### 1. Reports of Classroom or Service Observations

Each member of the Evaluation Committee will conduct one or more classroom and/or service observations before the end of the twelfth week of the Evaluatee's first Fall Semester. For a faculty member whose assignment includes an online component, both the on-ground and online components shall be evaluated.

### 2. Professionalism Form

The department chair, faculty leader, or designee will complete the Professionalism Form before the end of the twelfth week of the Evaluatee's first Fall Semester.

### 3. Reports of Conferences between the Evaluatee and Members of the Evaluation Committee

Each Evaluation Committee member will complete a Faculty Observation Form by the end of Week Twelve. Each evaluator will hold a conference with the Evaluatee by the end of Week Thirteen to review the observation and discuss plans for Professional Development, if appropriate. A copy of the Faculty Observation Form will be made available to the Evaluatee at least 24 hours before this conference. The department chair, faculty leader, or designee will also use this conference with the Evaluatee to share feedback from the completed Professionalism Form. A copy of the Professionalism Form will be made available to the Evaluatee at least 24 hours before this conference. Within ten working days of this conference, the Evaluatee may submit a written response to the evaluation. The written response shall be placed in the Evaluation File.

### 4. Reports of Other Professional or College Activities

The Evaluatee may submit to the Evaluation Committee a report of any additional professional activities that the Evaluatee wishes to include in the Evaluation File. Such activities may include shared governance participation, faculty representation, research, publications, student mentoring, or community service activities.

### 5. Student Evaluations

Student evaluations shall take place during the third quarter of each course section assigned to a faculty member being evaluated. A summary report of the student responses to the Instructor Evaluation Form will be made available to the faculty member, department chairs or faculty coordinator, and appropriate academic administrators before the end of the fourteenth week of the semester. This timeline will be proportionally adjusted for assignments shorter than 16 weeks. The summary report will be placed in the Evaluation File along with any other student evaluations selected by the Evaluatee. The envelope containing the Evaluation Comment Forms will be returned unopened to the faculty member after the

final grades are submitted. Neither the student evaluation forms nor the summary report shall be placed in the faculty member's personnel file unless requested by the faculty member. An online evaluation tool may be used.

#### 6. Syllabi

The Evaluatee will supply for the Evaluation File the syllabi for all the classes being taught by the Evaluatee.

#### 7. Official Course Outlines of Record

The department chair or designee will supply for the Evaluation File all the official course outlines of record for the courses being taught by the Evaluatee.

#### 8. Self-evaluation

The Self-evaluation may include but need not be limited to the following materials:

- a. A description of professional growth activities in which the faculty member has been involved.
- b. Plans for improving the faculty member's effectiveness. Such plans may be based on:
  1. Self-assessment of teaching methods and/or delivery of services to students
  2. Review of curriculum and course content
  3. Student and peer evaluations
  4. Review of the faculty member's relationships with students and colleagues
  5. Self-evaluation of the current level of knowledge and skills required for the assignment
  6. Student achievement and retention; and,
  7. Other relevant factors suggested by the Evaluation Committee

#### 9. Other Materials

The Evaluation Committee will clearly describe in writing any other materials it decides are relevant and necessary for a complete, effective, and fair evaluation. The Evaluation Committee will provide the Evaluatee at least two weeks to assemble those materials for which the Evaluatee is responsible.

The Evaluation Committee will rely solely on materials contained in the Evaluation File to make its decisions and recommendations concerning the Evaluatee.

The first-year Evaluation File will be maintained intact by the senior administrator for Human Resources or designee for a period of no less than five years.

#### C. The Evaluation Process

Each of the following procedures and/or meetings will be completed no later than the time specified below for probationary faculty whose first semester of employment begins with Fall Semester. If a faculty member's service as a probationary faculty member begins during the Spring Semester, his or her service

during that academic year does not count as his or her first contract year for the purposes of tenure review. He or she shall receive a first-year evaluation during the following Fall Semester (§ 87605).

Fall Semester:

1. End of Week Four: The Evaluation Committee Chair will convene the committee and determine that all members have received appropriate orientation. At its first meeting, the Evaluation Committee will review the timetable and procedures for the evaluation. The Evaluation Committee will also decide what, if any, other materials beyond those specified for inclusion in the Evaluation File are relevant and necessary for a complete, effective, and fair evaluation and should therefore be included in the Evaluation File. At this meeting the Evaluation Committee will also decide whether each observation will be announced or unannounced.
2. End of Week Five: The Evaluation Committee or Committee Chair will meet with the Evaluatee to describe the Evaluation Process, disclose the membership of the Evaluation Committee, disclose which observations will be announced and which will be unannounced, and notify the Evaluatee in writing of the other materials, noted above in section I.B. 9 of this article, that will be included in the Evaluation File. The Evaluation Committee shall inform the Evaluatee of the need to provide access to online courses, if applicable.
3. End of Week Twelve: Deadline for completing Classroom or Service Observations.
4. End of Week Thirteen: Deadline for completing each conference with the Evaluatee.
5. End of Week Fifteen: The Evaluation Committee members and Evaluatee will complete and submit all the Evaluation File materials to the chair of the Evaluation Committee.
6. End of Week Sixteen: The Evaluation Committee will meet to review all materials in the Evaluation File and to determine the overall rating as well as the recommendation of the Evaluation Committee. The Evaluation Committee will meet with the Evaluatee and review all materials in the Evaluation File.

The committee chair will prepare and the Evaluation Committee members and Evaluatee will sign the First Contract Year Statement of Faculty Evaluation Summary Form for Probationary Faculty, which will state the overall rating as well as all reasons for the recommendation of the Evaluation Committee. The Evaluation Committee will recommend one of the following (§87608):

- Not Enter into a Contract for the Following Academic Year
- Enter into a Contract for the Following Academic Year
- Employ the Probationary Employee as a Tenured Employee for all Subsequent Academic Years

Spring Semester:

For the purpose of this article the week of spring break shall not be counted as a week in the timeline.

1. End of Week One: The Evaluatee may submit a written response to the overall rating of the fall Evaluation Committee to be placed in his or her Evaluation File. The Evaluatee may appeal the recommendation of the Evaluation Committee by submitting a written request and statement of reasons to the Superintendent/President.

2. End of Week Three: The Superintendent/President will review the recommendation of the Evaluation Committee. The Superintendent/President may decline to accept the recommendation of the Evaluation Committee after consultation with the president of the Academic Senate. The Superintendent/President will also review any appeals submitted by the Evaluatee and, after consultation with the president of the Academic Senate, render a determination and recommendation on the appeal. The Superintendent/President will make a recommendation to the Board of Trustees, including his or her rationale and the Faculty Evaluation Summary Form.

In the event the District will not enter into a contract for the following year, the senior administrator for Human Resources will give written notice of the District's decision and the rationale to the Evaluatee on or before March 15 of the academic year covered by the First Contract. The notice will be sent by registered or certified mail to the most recent address on file with the Human Resources office. Failure to give notice as required to the Evaluatee will result in the issuing of a Second Year Contract for Year Two of Probationary Employment (§87610(a)).

3. End of Week Seven: If awarded a Second Contract, the Evaluatee will meet with the Evaluation Committee, which will review the materials in the Evaluation File and suggest goals and objectives that the Evaluatee might wish to include in the Plan of Professional Development. The Evaluation Committee may decide to conduct additional observations and will inform the Evaluatee of its decision.

4. End of Week Twelve: Taking into account the Evaluation Committee's suggestions, the Evaluatee will submit a Plan of Professional Development to the chair of the Evaluation Committee. This Plan will be included in the Evaluation File and constitute one basis for the faculty member's second year evaluation.

## **II. YEAR TWO (Second Contract)**

### **A. The Evaluation Committee**

The Evaluation Committee for the second-year probationary faculty member will be the same as that for the first year. The Evaluation Committee Chair will convene committee meetings and maintain the Evaluation File and Evaluation Committee minutes. Should a vacancy occur on the committee for any reason, the Committee Chair will fill the vacancy using the procedure described in section I.A. above no later than the third week of the second Fall Semester of employment.

All decisions and recommendations of the Evaluation Committee require the affirmative vote of three members, except for a Recommendation to Employ the Probationary Employee as a Tenured Employee for all Subsequent Academic Years or a Recommendation to Not Enter into a Contract for the Following Academic Year which require the affirmative vote of four members. If the Evaluation Committee is

unable to make a decision or recommendation, the Superintendent/President and the president of the Academic Senate will confer and make the decision or recommendation.

## B. The Evaluation File

In addition to materials collected in the Year One evaluation, the following materials will be placed into the Evaluation File:

### 1. Reports of Classroom or Service Observations

Each member of the Evaluation Committee will conduct one or more classroom and/or service observations before the end of the twelfth week of the Evaluatee's second Fall Semester. For a faculty member whose assignment includes an online component, both the on-ground and online components shall be evaluated.

### 2. Professionalism Form

The department chair, faculty leader, or designee will complete the Professionalism Form before the end of the twelfth week of the Evaluatee's second Fall Semester.

### 3. Reports of Conferences between the Evaluatee and Members of the Evaluation Committee

Each Evaluation Committee member will complete a Faculty Observation Form by the end of Week Twelve. Each evaluator will hold a conference with the Evaluatee by the end of Week Thirteen to review the observation and discuss plans for Professional Development, if appropriate. A copy of the Faculty Observation Form will be made available to the Evaluatee at least 24 hours before this conference. The department chair, faculty leader, or designee will also use this conference with the Evaluatee to share feedback from the completed Professionalism Form. A copy of the Professionalism Form will be made available to the Evaluatee at least 24 hours before this conference. Within ten working days of this conference, the Evaluatee may submit a written response to the evaluation. The written response shall be placed in the Evaluation File.

### 4. Reports of other Professional or College Activities

The Evaluatee may update his/her report to include any additional activities undertaken or completed since the last report.

### 5. Student Evaluations

Any summaries of new student evaluations administered to the Evaluatee's students will be added to the Evaluation File. An online evaluation tool may be used.



## 6. Syllabi

The Evaluatee will supply for the Evaluation File the syllabi for all the classes being taught by the Evaluatee.

## 7. Official Course Outlines of Record

The department chair or designee will supply for the Evaluation File all the official course outlines of record for the courses being taught by the Evaluatee.

## 8. Self-evaluation and Plan for Professional Development

The Evaluatee will submit to the Evaluation Committee Chair a self-evaluation that will include the Evaluatee's report on progress toward achieving the goals set forth in the Plan of Professional Development.

## 9. Other Materials

The Evaluation Committee will clearly describe in writing any other materials it decides are relevant and necessary for a complete, effective, and fair evaluation. The Evaluation Committee will provide the Evaluatee at least two weeks to assemble those materials for which the Evaluatee is responsible.

## C. The Evaluation Process

Each of the following procedures and/or meetings will be completed no later than the time specified below:

### Fall Semester:

1. End of Week Four: The Evaluation Committee Chair will convene the Evaluation Committee, which will review the timetable and procedures for the evaluation, decide and state in writing what, if any, other materials should be included in the Evaluation File, and decide whether each observation will be announced or unannounced.
2. End of Week Five: The Evaluation Committee or Committee Chair will meet with the Evaluatee to describe the Evaluation Process, disclose which observations will be announced and which will be unannounced, and notify the Evaluatee of any other materials that the committee will include in the Evaluation File. The Evaluation Committee shall inform the Evaluatee of the need to provide access to online-courses, if applicable.
3. End of Week Twelve: Deadline for completing Classroom or Service Observations.
4. End of Week Thirteen: Deadline for completing each conference with the Evaluatee.
5. End of Week Fifteen: The Evaluation Committee members and Evaluatee will complete and submit all the Evaluation File materials to the chair of the Evaluation Committee.

6. End of Week Sixteen: The Evaluation Committee will meet to review all materials in the Evaluation File and to determine the overall rating as well as the recommendation of the Evaluation Committee. The Evaluation Committee will meet with the Evaluatee and review all materials in the Evaluation File. The committee chair will prepare and the Evaluation Committee members and Evaluatee will sign the Second Contract Year Statement of Faculty Evaluation Summary Form for Probationary Faculty, which will state the overall rating as well as all reasons for the recommendation of the Evaluation Committee.

The Evaluation Committee will recommend one of the following (§87608.5):

- Not Enter into a Contract for the Following Academic Year
- Enter into a Contract for the Following Two Academic Years
- Employ the Probationary Employee as a Tenured Employee for All Subsequent Academic Years

Spring Semester:

For the purpose of this article the week of spring break shall not be counted as a week in the timeline.

1. End of Week One: The Evaluatee may submit a written response to the overall rating of the Evaluation Committee to be placed in his or her Evaluation File. The Evaluatee may appeal the recommendation of the Evaluation Committee by submitting a written statement of reasons to the Superintendent/President.

2. End of Week Three: The Superintendent/President will review the recommendation of the Evaluation Committee. The Superintendent/President may decline to accept the recommendation of the Evaluation Committee after consultation with the president of the Academic Senate. The Superintendent/President will also review any appeals submitted by the Evaluatee and, after consultation with the president of the Academic Senate, render a determination and recommendation on the appeal. The Superintendent/President will make a recommendation to the Board of Trustees, including his or her rationale and the Faculty Evaluation Summary Form.

In the event the District will not enter into a contract for the following year, the senior administrator for Human Resources will give written notice of the District's decision and the rationale to the Evaluatee on or before March 15 of the academic year covered by the Second Contract. The notice will be sent by registered or certified mail to the most recent address on file with the Human Resources office. Failure to give notice as required to the Evaluatee will result in the issuing of a Third Contract for Years Three and Four of Probationary Employment (§87610(a)).

3. End of Week Seven: If awarded a Third Contract, the Evaluatee will meet with the Evaluation Committee, which will review the materials in the Evaluation File and suggest a revised Plan of Professional Development, if appropriate. The Evaluation Committee may decide to conduct additional observations and will inform the Evaluatee of its decision.

4. End of Week Twelve: Taking into account the Evaluation Committee's suggestions, the Evaluatee will submit a revised Plan of Performance Improvement to the chair of the Evaluation Committee. This

revised Plan will be included in the Evaluation File and constitute one basis for the faculty member's third and fourth years of evaluation.

### **III. YEAR THREE (Third Contract, First Year)**

#### **A. The Evaluation Panel**

An all-faculty Evaluation Panel will evaluate third and fourth year probationary faculty. A faculty member with online teaching experience will be included on the panel of an Evaluatee whose assignment includes an online component.

The members of the Evaluation Panel will be:

1. The department chair or faculty leader or designee who will chair the Evaluation Panel, provided that the designee is a tenured faculty member and possesses the minimum qualifications or equivalent qualifications of the position for which the probationary faculty member is being evaluated.
2. An additional tenured faculty member selected by the department chair or faculty leader and the senior administrator of Human Resources or designee, possessing the minimum qualifications or equivalent qualifications for the position for which the probationary faculty member is being evaluated. In the event that the department lacks this additional personnel, the additional faculty member will be selected from among all tenured faculty members in a related department.
3. Another tenured faculty member appointed by the senior administrator of Human Resources from a list of three candidates submitted by the Evaluatee.

All decisions and recommendations of an Evaluation Panel will require an affirmative vote of two members

If the Evaluation Panel is unable to make a decision, then the department chair or faculty leader, the senior administrator of Human Resources, and the president of the Academic Senate will confer and make the decision.

#### **B. The Evaluation File**

In addition to materials collected in the Year One and Two evaluations, the following materials will be placed into the Evaluation File:

##### **1. Reports of Classroom or Service Observations**

Each member of the Evaluation Panel will conduct one or more classroom or service observations before the end of the twelfth week of the Evaluatee's third Fall Semester. For a faculty member whose assignment includes an online component, both the on-ground and online assignments shall be evaluated.

##### **2. Professionalism Form**

The department chair, faculty leader, or designee will complete the Professionalism Form before the end of the twelfth week of the Evaluatee's third Fall Semester.

### 3. Reports of Conferences between the Evaluatee and Members of the Evaluation Panel

Each Evaluation Panel member will complete a Faculty Observation Form by the end of Week Twelve. Each evaluator will hold a conference with the Evaluatee by the end of Week Thirteen to review the observation and discuss plans for Professional Development, if appropriate. A copy of the Faculty Observation Form will be made available to the Evaluatee at least 24 hours before this conference. The department chair, faculty leader, or designee will also use this conference with the Evaluatee to share feedback from the completed Professionalism Form. A copy of the Professionalism Form will be made available to the Evaluatee at least 24 hours before this conference. Within ten working days of this conference, the Evaluatee may submit a written response to the evaluation. The written response shall be placed in the Evaluation File.

### 4. Reports of other Professional or College Activities

The Evaluatee may update his or her report to include any additional activities undertaken or completed since the last report.

### 5. Student Evaluations

Any summaries of new student evaluations administered to the Evaluatee's students will be added to the Evaluation File. An online evaluation tool may be used.

### 6. Syllabi

The Evaluatee will supply for the Evaluation File the syllabi for all the classes being taught by the Evaluatee.

### 7. Official Course Outlines of Record

The department chair or designee will supply for the Evaluation File all the official course outlines of record for the courses being taught by the Evaluatee.

### 8. Self-evaluation and Plan for Professional Development

The Evaluatee will submit to the Evaluation Panel Chair a self-evaluation that will include the Evaluatee's report on progress toward achieving the goals set forth in the revised Plan of Professional Development.

### 9. Other Materials

The Evaluation Panel will clearly describe in writing any other materials it decides are relevant and necessary for a complete, effective, and fair evaluation. The Evaluation Panel will provide the Evaluatee at least two weeks to assemble those materials for which the Evaluatee is responsible.

## C. The Evaluation Process

Each of the following procedures and/or meetings will be completed no later than the time specified below:

Fall Semester:

1. End of Week Four: The Evaluation Panel Chair will convene the Evaluation Panel, which will review the timetable and procedures for the evaluation, decide and state in writing what, if any, other materials should be included in the Evaluation File, and decide whether each observation will be announced or unannounced.
2. End of Week Five: The Evaluation Panel or Panel Chair will meet with the Evaluatee to describe the Evaluation Process, disclose which observations will be announced and which will be unannounced, and notify the Evaluatee of any other materials that the panel will include in the Evaluation File. The Evaluation Panel shall inform the Evaluatee of the need to provide access to online courses, if applicable.
3. End of Week Twelve: Deadline for completing Classroom or Service Observations.
4. End of Week Thirteen: Deadline for completing each conference with the Evaluatee.
5. End of Week Fifteen: The Evaluation Panel members and Evaluatee will complete and submit all the Evaluation File materials to the chair of the Evaluation Panel.
6. End of Week Sixteen: The Evaluation Panel will meet to review all materials in the Evaluation File. The Evaluation Panel will determine an overall rating and record this information on the Faculty Evaluation Summary Form. The Evaluation Panel will meet with the Evaluatee and review all materials in the Evaluation File. The Panel Chair will prepare and the Evaluation Panel members and Evaluatee will sign the Third Contract, First Year Statement of Faculty Evaluation Summary For Probationary Faculty Form. Within ten working days of this conference, the Evaluatee may submit a written response to the evaluation. The written response shall be placed in the Evaluation File.

**YEAR FOUR (Third Contract, Second Year)**

A. The Evaluation Panel

The Year Four Panel will be the same as the Year Three Panel. Should a vacancy occur on the panel for any reason, the Panel Chair will fill the vacancy using the procedure described in section III.A. above within five business days.

All decisions and recommendations of an Evaluation Panel require an affirmative vote of two members, except a recommendation Not to Employ the Probationary Employee as a Tenured Employee, which requires an affirmative vote of three members.

If the Evaluation Panel is unable to make a recommendation, then the department chair or faculty leader, the senior administrator of Human Resources, and the president of the Academic Senate will confer and make the recommendation to the Superintendent/President.

## B. The Evaluation File

In addition to materials collected in the previous years, the following materials will be placed into the Evaluation File:

### 1. Reports of Classroom or Service Observations

Each member of the Evaluation Panel will conduct one or more classroom and/or service observations before the end of the twelfth week of the Evaluatee's fourth Fall Semester. For a faculty member whose assignment includes an online component, both the on-ground and online assignments shall be evaluated.

### 2. Professionalism Form

The department chair, faculty leader, or designee will complete the Professionalism Form before the end of the twelfth week of the Evaluatee's fourth Fall Semester.

### 3. Reports of Conferences between the Evaluatee and Members of the Evaluation Panel

Each Evaluation Panel member will complete a Faculty Observation Form by the end of Week Twelve. Each evaluator will hold a conference with the Evaluatee by the end of Week Thirteen to review the observation and discuss plans for Professional Development, if appropriate. A copy of the Faculty Observation Form will be made available to the Evaluatee at least 24 hours before this conference. The department chair, faculty leader, or designee will also use this conference with the Evaluatee to share feedback from the completed Professionalism Form. A copy of the Professionalism Form will be made available to the Evaluatee at least 24 hours before this conference. Within ten working days of this conference, the Evaluatee may submit a written response to the evaluation. The written response shall be placed in the Evaluation File.

### 4. Reports of other professional or community activities

The Evaluatee may update his/her report to include any additional activities undertaken or completed since the last report.

### 5. Student Evaluations

Any summaries of new student evaluations administered to the Evaluatee's students will be added to the Evaluation File. An online evaluation tool may be used.

### 6. Syllabi

The Evaluatee will supply for the Evaluation File the syllabi for all the classes being taught by the Evaluatee.

### 7. Official Course Outlines of Record

The department chair or designee will supply for the Evaluation File all the official course outlines of record for the courses being taught by the Evaluatee.

## 8. Self-evaluation and Plan for Professional Development

The Evaluatee will submit to the Evaluation Panel Chair a self-evaluation that will include a statement on progress toward achieving the goals set forth in the revised Plan of Performance Improvement.

## 9. Other Materials

The Evaluation Panel will clearly describe in writing any other materials it decides are relevant and necessary to a complete, effective, and fair evaluation. The Evaluation Panel will provide the Evaluatee at least two weeks to assemble those materials for which the Evaluatee is responsible.

### C. The Evaluation Process

Each of the following procedures and/or meetings will be completed no later than the time specified below:

#### Fall Semester:

1. End of Week Four: The Evaluation Panel Chair will convene the Evaluation Panel, which will review the timetable and procedures for the evaluation, decide and state in writing what, if any, other materials should be included in the Evaluation File, and decide whether each observation will be announced or unannounced.

2. End of Week Five: The Evaluation Panel or Panel Chair will meet with the Evaluatee to describe the Evaluation Process, disclose which observations will be announced and which will be unannounced, and notify the Evaluatee of any other materials that the panel will include in the Evaluation File. The Evaluation Panel shall inform the Evaluatee of the need to provide access to online courses, if applicable.

3. End of Week Twelve: Deadline for completing Classroom or Service Observations.

4. End of Week Thirteen: Deadline for completing each conference with the Evaluatee.

5. End of Week Fifteen: The Evaluation Panel members and Evaluatee will complete and submit all the Evaluation File materials to the chair of the Evaluation Panel.

6. End of Week Sixteen: The Evaluation Panel will meet to review all materials in the Evaluation File and to determine the overall rating as well as the recommendation of the Evaluation Panel. The Evaluation Panel will meet with the Evaluatee and review all materials in the Evaluation File.

The Panel Chair will prepare and the Evaluation Panel members and Evaluatee will sign the Third Contract, Second Year Statement of Faculty Evaluation Summary Form for Probationary Faculty, which will state the overall rating as well as all reasons for the recommendation of the Evaluation Panel.

The Evaluation Panel will recommend one of the following (§87609):

- Not Employ the Probationary Employee as a Tenured Employee
- Employ the Probationary Employee as a Tenured Employee for All Subsequent Academic years

#### Spring Semester:

1. End of Week One: The Evaluatee may submit a written response to the overall rating of the Evaluation Panel to be placed in his or her Evaluation File. The Evaluatee may appeal the recommendation of the Evaluation Panel by submitting a written request and statement of reasons to the Superintendent/President.

2. End of Week Three: The Superintendent/President will review the recommendation of the Evaluation Panel. The Superintendent/President may decline to accept the recommendation of the Evaluation Panel after consultation with the president of the Academic Senate. The Superintendent/President will also review any appeals submitted by the Evaluatee and, after consultation with the president of the Academic Senate, render a determination and recommendation on the appeal. The Superintendent/President will make a recommendation to the Board of Trustees, including his or her rationale and the Faculty Evaluation Summary Form.

In the event the District will not award tenure the senior administrator for Human Resources will give written notice of the District's decision and the rationale to the Evaluatee on or before March 15 of the second academic year covered by the Third Contract. The notice will be sent by registered or certified mail to the most recent address on file with the Human Resources office. Failure to give notice as required to the Evaluatee will be deemed a decision to employ him or her as a tenured employee for all subsequent academic years (§87610(b)).



## ARTICLE 7B : EVALUATION OF TENURED FACULTY

The purpose of faculty evaluation is to improve the performance of each faculty member. The faculty evaluation process is designed to transcend legal compliance and to foster meaningful professional growth. Since every professional educator has certain areas in which the improvement of performance is possible, the faculty evaluation process is structured to help each faculty member identify relevant areas for performance improvement and develop an appropriate plan to accomplish professional growth.

### I. FIRST PHASE EVALUATION

#### A. Evaluation Cycle:

Every three years each tenured faculty member will be evaluated. At least once every nine years, this evaluation must be conducted by a panel. In the intervening years, the evaluation will be conducted by the department chair, faculty leader or designee, unless the Evaluatee requests a panel. If the Evaluatee requests a panel, the Evaluatee shall make this request in writing to Human Resources. The panel, if required or requested, shall be chaired by the department chair or faculty leader or designee. The panel shall include two additional faculty members: one appointed by the Vice President of Human Resources or designee in consultation with the department chair, faculty leader or designee; and one appointed by the Vice President of Human Resources or designee from a list of three candidates submitted by the Evaluatee.

#### B. The Evaluation File

The following materials will be placed into the Evaluation File:

##### 1. Syllabi

The Evaluatee will supply for the Evaluation File the syllabi for all the classes being taught by the Evaluatee.

##### 2. Official Course Outlines of Record

The department chair or designee will supply for the Evaluation File all the official course outlines of record for the courses being taught by the Evaluatee.

##### 3. Self-evaluation

A self-evaluation shall be completed and submitted by the end of the tenth week of the fall semester. The Self-evaluation may include but need not be limited to the following materials:

1. A description of professional growth activities in which the faculty member has been involved.
2. A statement indicating the extent to which efforts to improve instruction and/or delivery of services to students has been effective since the faculty member's last report.
3. Plans for improving the faculty member's effectiveness. Such plans may be based on:

- a. Self-assessment of teaching methods and/or delivery of services to students
- b. Review of curriculum and course content
- c. Student and peer evaluations
- d. Review of the faculty member's relationships with students and colleagues
- e. Self-evaluation of current level of knowledge and skills required for the assignment
- f. Student achievement and retention; and,
- g. Other relevant factors

#### 4. Other Materials

The Evaluation Panel or sole evaluator will clearly describe in writing any other materials deemed relevant and necessary for a complete, effective, and fair evaluation. The Evaluatee will be provided at least two weeks to assemble those materials for which the Evaluatee is responsible.

#### 5. Reports of Classroom or Service Observations

Each evaluator will conduct one or more classroom and/or service observations before the end of the twelfth week of the Fall Semester. For a faculty member whose assignment includes both an on-ground and an online component, an effort shall be made to evaluate both components. For the purposes of this article, an online component means a hybrid or online assignment.

#### 6. Professionalism Form

The department chair, faculty leader, or designee will complete the Professionalism Form before the end of the twelfth week of Fall Semester.

#### 7. Reports of Conferences between the Evaluatee and Sole Evaluator or each member of the Evaluation Panel

Each evaluator will complete a Faculty Observation Form by the end of Week Twelve. Each evaluator will hold a conference with the Evaluatee by the end of Week Thirteen to review the observation and discuss plans for Professional Development, if appropriate. The department chair, faculty leader, or designee will also use this conference with the Evaluatee to share feedback from the completed Professionalism Form. A copy of the Faculty Observation Form and the Professionalism Form will be made available to the Evaluatee at least 24 hours before this conference. Within ten working days of this conference, the Evaluatee may submit a written response to the evaluation. The written response shall be placed in the Evaluation File.

#### 8. Reports of other Professional or College Activities

The Evaluatee may submit a report of any additional professional activities that the Evaluatee wishes to include in the Evaluation File. Such activities may include shared governance participation, faculty representation, research, publications, student mentoring, or community service activities.

### C. Student Evaluation

Student evaluations shall take place during the third quarter of each course section assigned to a faculty member being evaluated. A summary report of the student responses to the Instructor Evaluation Form will be made available to the faculty member, department chairs or faculty coordinator, and appropriate academic administrators before the end of the fourteenth week of the semester. This timeline will be proportionally adjusted for assignments shorter than 16 weeks. The summary report will be made available to those involved in the evaluation process by the department chair or faculty leader. The envelope containing the Evaluation Comment Forms will be returned unopened to the faculty member after the final grades are submitted. Neither the student evaluation forms nor the summary report shall be placed in the faculty member's personnel file unless requested by the faculty member. An online evaluation tool may be used.

### D. The Evaluation Process

Each of the following procedures and/or meetings will be completed no later than the time specified below:

#### Fall Semester:

End of Week Five: Preliminary Evaluation Conference

A preliminary evaluation conference with the faculty member shall be scheduled by the department chair or faculty leader or designee. If a panel is used, all three members must be present at the evaluation conference.

The conference participants will review and discuss with the Evaluatee the evaluation process, including the student, and self-evaluation, peer observations and relevant deadlines. The panel, department chair, faculty leader or designee shall inform the Evaluatee of any and all other relevant factors that the Evaluatee shall consider in writing the self-evaluation.

If requested by the department chair, faculty leader or designee a representative from Human Resources office will attend this conference to provide an orientation to the college's evaluation procedure to the Evaluator(s).

The conference participants will disclose which observations will be announced and which will be unannounced and shall inform the Evaluatee of the need to provide access to online courses, if applicable.

End of Week Ten: Deadline for completing Self-Evaluation.

End of Week Twelve: Deadline for completing Classroom or Service Observations and Professionalism Form.

End of Week Thirteen: Deadline for completing individual conference with the Evaluatee.

End of Week Sixteen: The Evaluation Conference

An evaluation conference with the faculty member shall be scheduled by the sole evaluator or evaluation panel chair. If a panel is used, all three members must be present at the evaluation conference.

The Evaluation panel will meet to review all materials in the evaluation file and to determine the overall rating of the Evaluatee. The sole evaluator or panel will meet with the Evaluatee to review and discuss all materials in the Evaluation File and the sole evaluator's or panel's recommendation that the faculty member's performance is considered "satisfactory" or "needs continued evaluation". The student evaluation results may be used to inform the discussion between the Evaluator(s) and the Evaluatee. The Summary Form for Tenured Faculty will be prepared by the sole evaluator or the panel chair. At the conclusion of the evaluation conference the Evaluatee and the sole evaluator or all members of the panel will sign the Summary Form. At least two members of the panel must agree in order for the report to recommend "needs continued evaluation". Within ten working days of this conference, the Evaluatee may submit a written response to the evaluation. The written response shall be placed in the Evaluation File.

#### Spring Semester:

When the evaluation in the Fall Semester results in a rating of "needs continued evaluation", another evaluation will be performed in the Spring Semester following the same evaluation process as in the fall semester. If a sole evaluator was used for the fall semester, the chair, faculty leader, or designee will convene a Phase I evaluation panel using the guideline specified in section I.A of this article. If a panel was used for the fall semester, the same panel will perform the evaluation during the Spring Semester. For the purpose of this article the week of spring break shall not be counted as a week in the timeline.

## **II. SECOND PHASE EVALUATION**

### A. Second Phase Panel

If the rating made by the end of spring semester of year one is "needs continued evaluation", the appropriate vice president or designee will convene a Phase II panel. The Phase II panel will be chaired by the appropriate president or designee and will include all members of the phase I panel unless one or both of the following exceptions occur:

- The Evaluatee may request the disqualification of the department chair or faculty leader, or designee. This choice is subject to the approval of the Vice-President of Human Resources, who will allow the replacement of the department chair or faculty leader, or designee only if, it is determined by the Vice-President of Human Resources, to be in the best interest of the process.
- The Evaluatee may disqualify one faculty member on the original panel, other than the department chair or faculty leader, or designee, and the person disqualified will be replaced by the same process by which he or she was originally selected.

If necessary, the Evaluatee will submit a new list of three candidates from which the new panel member will be selected. The Phase II panel will be convened no later than the fourth week of the fall semester.

## B. Second Phase Activities

The panel will meet with the faculty member within the first 4 weeks of the fall semester. The panel will be responsible for assisting the faculty member over two semesters to improve the effectiveness of instruction, student services, and other activities. The panel may, as appropriate:

1. conduct observations
2. hold conferences with the faculty member
3. review texts, course materials, and exams
4. discuss grading practices and classroom management techniques; and
5. conduct any reasonable activities it deems useful in reaching its recommendation

The panel will meet with the faculty member at the end of the fall semester to assess progress toward goals and to address additional activities for the spring term.

No later than May 1 of the second year, the panel will meet with the faculty member and shall submit a rating of “satisfactory” or “needs continued evaluation”. If at least three members of the panel agree to a “needs continued evaluation” rating, then that rating shall be the recommendation of the panel. Dissenting panel members, if any, may submit written dissenting opinions along with the panel recommendation. Within ten working days of this meeting, the Evaluatee may submit a written response to the evaluation. The written response shall be placed in the Evaluation File.

## **III. THIRD PHASE EVALUATION**

### A. Third Phase Team

If, after the Second Phase Evaluation the Evaluatee receives a rating of “needs continued evaluation,” a new evaluation team will be selected. The team will be chaired by the appropriate vice president and will include the Vice-President of Human Resources or designee, the department chair or faculty leader or designee, and two additional tenured faculty members. The two additional faculty members will be appointed by the Academic Senate president from a list of five (at least three of whom are from the Evaluatee’s department, if possible) submitted by the appropriate vice president. The Evaluatee has the right to disqualify one of the faculty members appointed to the team. The person disqualified will be replaced by a selection from the list of 5 candidates submitted by the appropriate vice-president. If it is the opinion of the appropriate vice president that it is in the best interest of the process to replace the department chair or faculty leader as a member of the panel, or if the Second Phase panel administrator recommends replacement of the department chair, the appropriate vice president may appoint a faculty member to replace the department chair in this phase of the evaluation process.

The team members are not to be informed of their appointment until the Evaluatee has an opportunity to exercise the disqualification option. The five-person evaluation team will read all materials from the Phase I and Phase II panels together with the action plans developed. The team will plan and conduct evaluation procedures they deem helpful in analyzing the faculty member’s performance.

### B. Third Phase Activities

The panel will meet with the faculty member within the first 4 weeks of the fall semester. The panel will be responsible for assisting the faculty member over the fall semester to improve the effectiveness of instruction, student services, and other activities. The panel may, as appropriate:

1. conduct observations
2. hold conferences with the faculty member
3. review texts, course materials, and exams
4. discuss grading practices and classroom management techniques; and
5. conduct any reasonable activities it deems useful in reaching its recommendation

The panel will meet with the faculty member at the end of the fall semester to assess progress toward goals.

### C. Third Phase Report

The evaluation team shall prepare a written report which shall be signed by the Evaluatee and each member of the team. If the team concludes that the faculty member has made the necessary improvement, the evaluation rating will be determined to be “satisfactory.”

If at least three members of the team conclude that the faculty member has not made sufficient improvement, the evaluation rating will be determined to be “unsatisfactory.”

By the end of Fall Semester of the third year, a written report will be submitted to the Superintendent/President, with copies to the Vice President of Human Resources. All members of the team and the Evaluatee must sign the report. The Evaluatee and any team member may submit a written, signed statement of dissenting opinion which must include specific reasons for disagreement. Within ten working days of this report, the Evaluatee may submit a written response to the evaluation. The written response shall be placed in the Evaluation File. As a component of this written response the Evaluatee may also request a conference with the Superintendent/President.

### D. Appeal to the Superintendent/President

In the case of an “unsatisfactory” rating, the Evaluatee shall have the right to a conference with the Superintendent/President before any action is taken. This conference must be requested as a component of the written response by the Evaluatee. All information gathered in the evaluation process, including a report by the appropriate vice president, shall be available at this conference. At the conclusion of this conference, the Superintendent/President will make a final decision and inform the Evaluatee of that decision.

## ARTICLE 7C : EVALUATION OF PART-TIME FACULTY

The purpose of faculty evaluation is to improve the performance of each faculty member. The faculty evaluation process is designed to transcend legal compliance and to foster meaningful professional growth. Since every professional educator has certain areas in which the improvement of performance is possible, the faculty evaluation process is structured to help each faculty member identify relevant areas for performance improvement and develop an appropriate plan to accomplish professional growth.

### A. Evaluation Cycle:

Part-time faculty members shall be evaluated twice in their first four semesters of employment and at least once every four semesters of employment thereafter. The first evaluation shall occur during the first year of service. For a faculty member whose assignment includes both an on-ground and an online component, an effort shall be made to evaluate both components. For the purposes of this article, an online component means a hybrid or online assignment.

If employment begins during a Winter or Summer intersession, the evaluation cycle shall begin the following Fall or Spring semester of employment. Evaluations are not conducted during Winter or Summer intersessions except in cases where the faculty member's only assignment occurs during these intersessions, in which case evaluations shall occur at least once every two years of employment.

Follow-up evaluations mentioned in section F below do not alter the Evaluation Cycle.

Each part-time faculty member shall be evaluated by the department chair or faculty leader or by a full-time member of the department designated by the chair or faculty leader.

### B. The Evaluation File

The Evaluation File will include the following:

#### 1. Syllabi

The Evaluatee will supply for the Evaluation File the syllabi for all the classes taught by the Evaluatee.

#### 2. Official Course Outlines of Record

The department chair or faculty leader or designee will supply for the Evaluation File all the official course outlines of record for the courses being taught by the Evaluatee.

#### 3. Self-evaluation

Self-evaluations shall be completed and submitted to the Evaluator by the end of the tenth week of the semester. In the case of a follow-up evaluation, the self-evaluation must address the concerns raised in the original evaluation. The Self-evaluation may also include but need not be limited to the following materials:

a. A description of professional growth activities in which the faculty member has been involved.

b. Plans for improving the faculty member's effectiveness. Such plans may be based on:

1. Self-assessment of teaching methods and/or delivery of services to students
2. Review of curriculum and course content
3. Student and peer evaluations
4. Review of the faculty member's relationships with students and colleagues
5. Self-evaluation of current level of knowledge and skills required for the assignment
6. Student achievement and retention; and
7. Other relevant factors suggested by the Evaluator

#### 4. Other Materials

The Evaluator will clearly describe in writing the other materials he/she decides are relevant and necessary for a complete, effective, and fair evaluation. The Evaluator will provide the Evaluatee at least two weeks to assemble those materials for which the Evaluatee is responsible.

The Evaluatee may submit to the Evaluator a report of any additional professional activities that the Evaluatee wishes to include in the Evaluation File. Such activities may include shared governance participation, faculty representation, research, publications, student mentoring, or community service activities.

#### 5. Reports of Classroom or Service Observations

The Evaluator will conduct one or more classroom and/or service observations before the end of the fourteenth week of the Semester. The Evaluator will inform the Evaluatee whether each observation will be announced or unannounced. The Evaluator shall inform the Evaluatee of the need to provide access to online courses, if applicable.

#### 6. Professionalism Form

The department chair, faculty leader, or designee will complete the Professionalism Form before the end of the fourteenth week of the Semester. This form will be shared with the Evaluator, if different from the Chair, faculty leader or designee, following the completion of the Faculty Observation Form and prior to the completion of the Summary Form.

#### 7. Optional Response to the Evaluation

The Evaluatee shall be provided ten working days to prepare a written response to the evaluation. Such response shall be submitted to the department chair or faculty leader and then forwarded to Human Resources where it shall be included in the Evaluation File.



### C. Student Evaluations

Student evaluations shall take place during the third quarter of each course section assigned to a faculty member being evaluated. A summary report of the student responses to the Instructor Evaluation Form will be made available to the faculty member, department chairs or faculty coordinator, and appropriate academic administrators before the end of the fourteenth week of the semester. This timeline will be proportionally adjusted for assignments shorter than 16 weeks. This summary report will be shared with the Evaluator, if different from the Chair or faculty leader, following the completion of the Faculty Observation Form. The envelope containing the Evaluation Comment Forms will be returned unopened to the faculty member after the final grades are submitted. Neither the student evaluation forms nor the summary report shall be placed in the faculty member's personnel file unless requested by the faculty member. An online evaluation tool may be used.

### D. Peer Evaluation

The evaluator shall complete a written evaluation which is solely based upon the classroom or service observation and materials contained in the evaluation file, and provide suggestions where appropriate. The student evaluation results may be used to inform the discussion between the evaluator and the evaluatee. The evaluator shall complete the Faculty Evaluation Summary Form For Part-Time Faculty. The evaluation file will state the reasons for the recommendation of the evaluator.

### E. Conference with Evaluatee

The Evaluator will meet with the Evaluatee and review all materials in the Evaluation File before the end of the sixteenth week of the semester. At the request of the Evaluatee, Evaluator or the department chair/faculty leader, both the Evaluator and the department chair/faculty leader may attend this conference with the Evaluatee. The evaluator and the evaluatee shall sign the Faculty Evaluation Summary Form as an indication that the meeting took place.

A copy of the Faculty Observation Form, Professionalism form, and the Summary Form shall be made available to the faculty member at least forty-eight hours prior to the conference with the Evaluator.

### F. Follow-up Evaluation

When a faculty member receives a rating other than Satisfactory, a follow-up evaluation shall occur in the next semester of employment, if reemployed. Either the Evaluatee or the department chair or faculty leader may request this follow-up evaluation be performed through a Panel Evaluation of two full-time faculty members selected by the department chair or faculty leader. If the original Evaluator was anyone other than the department chair or faculty leader, the Evaluatee can request to exclude that person from the panel.

### G. Recordkeeping

The evaluation report, signed by the faculty member, the evaluator, and the department chair or faculty leader (if different from the evaluator), should be submitted to the Office of Academic Affairs or Student Affairs, as appropriate, to be forwarded to Human Resources, along with the self-evaluation report, no later than the end of the semester in which the evaluation is conducted.

#### H. The Evaluation Timeline

For the purpose of this article the week of spring break shall not be counted as a week in the timeline. The timeline below assumes a regular sixteen-week semester assignment. For assignments scheduled with a different length, the timeline shall be proportionally adjusted.

1. End of Week Five: The Department Chair or Faculty leader notifies the part-time faculty member of the evaluation and notifies the Evaluatee in writing of the materials that the evaluatee needs to submit for the evaluation file. The Department Chair or Faculty leader shall inform the Evaluatee of the need to provide online classroom access, if applicable.
2. End of Week Eight: An effort will be made to select an Evaluator and notify the Evaluatee of this selection with the recognition that certain unforeseen circumstances may result in substitutions, as necessary.
3. End of Week Ten: Deadline for Evaluatee to complete and submit the Self-Evaluation to the Evaluator.
4. End of Week Twelve: Deadline for Student Evaluations to be submitted to MIS for processing.
5. End of Week Fourteen: Deadline for completing and filing of all Evaluation File materials.
6. End of Week Sixteen: Deadline for completing the conference with the Evaluatee.
7. Ten days after The Evaluation Form is signed: Deadline for completing the optional Evaluatee response.

## ARTICLE 7D: EVALUATION OF EMERITUS COLLEGE PART-TIME FACULTY

The purpose of faculty evaluation is to improve the performance of each faculty member. The faculty evaluation process is designed to transcend legal compliance and to foster meaningful professional growth. Since every professional educator has certain areas in which the improvement of performance is possible, the faculty evaluation process is structured to help each faculty member identify relevant areas for performance improvement and develop an appropriate plan to accomplish professional growth.

### A. Evaluation Cycle:

Faculty members in the Emeritus College shall be evaluated twice in their first four semesters of employment and at least once every four semesters of employment thereafter. The first evaluation shall occur during the first year of service. For a faculty member whose assignment includes both an on-ground and an online component, an effort shall be made to evaluate both components. For the purposes of this article, an online component means a hybrid or online assignment.

If employment begins during a Winter or Summer intersession, the evaluation cycle shall begin the following Fall or Spring semester of employment. Evaluations are not conducted during Winter or Summer intersessions except in cases where the faculty member's only assignment occurs during these intersessions, in which case evaluations shall occur at least once every two years of employment.

Each faculty member shall be evaluated by a faculty member appointed by the Vice President of Human Resources or designee in consultation with the academic administrator responsible for the Emeritus College from a list of three candidates submitted by the Evaluatee. The three candidates submitted by the Evaluatee should be selected among the Emeritus College faculty from the same or a related discipline. In the event that the Emeritus College lacks these faculty members, one or more of the candidates submitted by the Evaluatee can be selected from a related discipline in the credit programs.

Faculty members who perform the evaluation of the Emeritus College Faculty will receive a stipend as listed in Appendix R.

### B. The Evaluation File

The Evaluation File will include the following:

#### 1. Syllabi

The Evaluatee will supply for the Evaluation File the syllabi for all the classes taught by the Evaluatee.

#### 2. Official Course Outlines of Record

The academic administrator responsible for the Emeritus College will supply for the Evaluation File all the official course outlines of record for the courses being taught by the Evaluatee.

### 3. Self-evaluation

Self-evaluations shall be completed and submitted to the Evaluator by the end of the tenth week of the semester. The Self-evaluation may include but need not be limited to the following materials:

- a. A description of professional growth activities in which the faculty member has been involved.
- b. Plans for improving the faculty member's effectiveness. Such plans may be based on:
  1. Self-assessment of teaching methods and/or delivery of services to students
  2. Review of curriculum and course content
  3. Student and peer evaluations
  4. Review of the faculty member's interaction with students and colleagues
  5. Self-evaluation of current level of knowledge and skills required for the assignment; and
  6. Other relevant factors suggested by the Evaluator or identified by the Evaluatee.

### 4. Other Materials

The Evaluator will clearly describe in writing the other materials he/she decides are relevant and necessary for a complete, effective, and fair evaluation. The Evaluator will provide the Evaluatee at least two weeks to assemble those materials for which the Evaluatee is responsible.

The Evaluatee may submit to the Evaluator a report of any additional professional activities that the Evaluatee wishes to include in the Evaluation File. Such activities may include shared governance participation, faculty representation, research, publications, student mentoring, or community service activities.

### 5. Reports of Classroom Observations

The Evaluator will conduct one or more classroom observations by the end of week eleven of the Semester. The Evaluator will inform the Evaluatee whether each observation will be announced or unannounced. The Evaluator shall inform the Evaluatee of the need to provide access to online courses, if applicable.

### 6. Professionalism Form

The academic administrator responsible for the Emeritus College shall submit any information with supporting evidence related to the Professionalism Form to the Evaluator. This information will be submitted to the Evaluator, following the completion of the Faculty Observation Form and prior to the completion of the Summary Form. The Evaluator will complete the Professionalism Form using the information received from the academic administrator responsible for the Emeritus College and will submit a copy of this form to the academic administrator responsible for the Emeritus College before meeting with the evaluatee.

## 7. Optional Response to the Evaluation

The Evaluatee shall have ten working days to prepare a written response to the evaluation. Such response shall be submitted to the academic administrator responsible for the Emeritus College and then forwarded to Human Resources where it shall be included in the Evaluation File.

### C. Student Evaluations

Student evaluations shall take place during the third quarter of each course section assigned to a faculty member being evaluated. A summary report of the student responses to the Instructor Evaluation Form will be made available to the faculty member, department chairs or faculty coordinator, and appropriate academic administrators before the end of the fourteenth week of the semester. This timeline will be proportionally adjusted for assignments shorter than 16 weeks. This summary report will be shared with the Evaluator, if different from the Chair or faculty leader, following the completion of the Faculty Observation Form. The envelope containing the Evaluation Comment Forms will be returned unopened to the faculty member after the final grades are submitted. Neither the student evaluation forms nor the summary report shall be placed in the faculty member's personnel file unless requested by the faculty member. An online evaluation tool may be used.

### D. Peer Evaluation

The Evaluator shall complete a written evaluation which is solely based upon the classroom observation and materials contained in the Evaluation File. The student evaluation results may be used to inform the discussion between the Evaluator and the Evaluatee. The Evaluator shall complete the Faculty Evaluation Summary Form For Emeritus College Part-Time Faculty. The Evaluation File will provide a justification for the recommendation of the Evaluator.

### E. Conference with Evaluatee

The Evaluator will meet with the Evaluatee and review all materials in the Evaluation File before the end of the sixteenth week of the semester. At the request of the Evaluatee, both the Evaluator and the academic administrator responsible for the Emeritus College may attend this conference with the Evaluatee. The Evaluator and the Evaluatee shall sign the Faculty Evaluation Summary Form as an indication that the meeting took place.

A copy of the Faculty Observation Form, Professionalism form, and the Summary Form shall be made available to the faculty member at least forty-eight hours prior to the conference with the Evaluator.

### F. Recordkeeping

The evaluation report, signed by the faculty member, the Evaluator, and the academic administrator responsible for the Emeritus College should be submitted to the Office of Academic Affairs to be forwarded to Human Resources, along with the self-evaluation report, no later than the end of the semester in which the evaluation is conducted.

### G. The Evaluation Timeline

For the purpose of this article the week of spring break shall not be counted as a week in the timeline. The timeline below assumes a regular sixteen-week semester assignment. For assignments scheduled with a different length, the timeline shall be proportionally adjusted.

1. End of Week Four: The academic administrator responsible for the Emeritus College notifies the faculty member in writing of the evaluation and that the Evaluatee needs to submit three candidates for the Evaluator. The academic administrator responsible for the Emeritus College will provide for the Evaluatee a copy of this evaluation article with all the related forms.
2. End of Week Five: The Evaluatee submits to the academic administrator responsible for the Emeritus College in writing the name of three faculty members as stated in section A of this article.
3. End of Week Seven: An effort will be made to select an Evaluator and notify the Evaluatee of this selection with the recognition that certain unforeseen circumstances may result in substitutions, as necessary.
4. End of Week Ten: Deadline for Evaluatee to complete and submit the Self-Evaluation to the Evaluator.
5. End of Week Eleven: Deadline for completing the classroom observation(s).
6. End of Week Twelve: Deadline for Student Evaluations to be submitted to MIS for processing.
7. End of Week Twelve: Deadline for completing the Faculty Observation Form.
8. End of Week Fourteen: Deadline for completing all Evaluation File materials.
9. End of Week Sixteen: Deadline for completing the conference with the Evaluatee.
10. Ten days after the evaluation form is signed: Deadline for completing the optional Evaluatee response.

## ARTICLE 8 : SALARY AND PLACEMENT

### 8.1 Salary Schedules

For the academic year 2022-2023, all salary schedules shall be increased by 7.00%.

For the academic year 2023-2024, all salary schedules shall be increased by 75% of the received state COLA.

For the academic year 2024-2025, all salary schedules shall be increased by 75% of the received state COLA.

The District's Fiscal Services Department and Faculty Association shall schedule meetings, beginning in Fall 2023, with the intent to develop budget-based salary formulas for potential negotiated inclusion in the 2025-2028 contract.

### 8.2 Initial group and step placement on the appropriate salary schedule shall be based on professional experience and training as determined in accordance with Appendix C.

8.2.1 No tenured or probationary faculty member shall be placed at less than Step 5 on the applicable salary schedule in Appendix A.

8.2.2 Beginning Fall 2023, the District agrees to allow initial placement on salary schedule B-1, "Part-time Faculty Salary Schedule", as follows:

For 2023-2024 contract year, up to Step 6 with verified experience

For 2024-2025 contract year, up to Step 7 with verified experience

Initial placement means the first time the PT faculty is placed on B1.

### 8.3 Step and group movement shall be determined in accordance with Appendix D.

8.3.1 Effective Fall 2022, the District agrees to move all faculty from "Group 0" to "Group 1"

### 8.4 Tenured and probationary faculty members shall be paid their regular annual contract salary in ten equal monthly installments on the first of each month. However, if the first falls on a weekend or holiday, then payment shall be made on the next day the District's offices are open. The ten payments shall start on October 1. Additionally, if the calendar for Fall semester requires a starting date prior to September 1, full-time faculty may request to be paid an advance against their October check by submitting the proper paperwork to Human Resources prior to the first day of fall classes.

8.4.1 In lieu of the payment arrangements described in 8.4, full-time faculty shall have the option of receiving 12 (twelve) equal payments on the first of every month, beginning August 1. Such an election shall be made during an annual enrollment period

established and publicized by the District, and shall remain in force in 12-month increments until revoked in writing by the faculty member.

- 8.5 Part-time employees working a compressed 16-week semester assignment shall be paid in four installments each semester during the regular year. Payment shall be made on the last weekday of each month after the first month of the semester.
- 8.6 Unit members employed to teach on a part-time or full-time overload basis shall receive a minimum of two (2) weeks of pay for a graded class that is canceled after the class convenes. Part-time faculty who have unconditional employment contracts shall be compensated as stated in their contracts.
- 8.7 Department chairs and certain other departmental faculty leaders shall be paid on schedules reflecting their increased responsibilities and longer calendars. (See Article 22 and Appendix A-4).
- 8.8 Field Study Class Compensation
- (a) Prior to the first field class meeting, the Department Chair will forward a detailed description of the lectures and field trips on designated dates to the Office of Academic Affairs.
  - (b) A maximum of 10 WSCH assigned for each field study day
  - (c) 10-17 student enrollment will assign both lecture and field time at .500 load
  - (d) 18+ students will calculate lecture portion load at 1.0 and the field study time at .500
  - (e) The Office of Academic Affairs will approve and enter WTH's in advance for faculty compensation
  - (f) Departments will review and update course outlines for all active field study classes
  - (g) Full-time faculty members will be compensated at their hourly overload rate

8.9 Service Longevity

Upon attaining 16 years, 21 years, and 26 years of service to Santa Monica College, all faculty members shall receive longevity compensation, categorized as "remuneration paid in addition to salary" under California Code of Regulations, Title 5, Division 3, Chapter 2, Article 3, Section §27401 (a)(6)(B)(ii).

a. Part-time Faculty:

- i. For the purpose of this provision only, one year of college service for all part-time faculty shall be defined as 20 LHE completed at SMC, counting only Fall and Spring assignments. Therefore:
  - 1. 16 years of college service =  $16 * 20 \text{ LHE} = 320 \text{ LHE}$
  - 2. 21 years of college service =  $21 * 20 \text{ LHE} = 420 \text{ LHE}$
  - 3. 26 years of college service =  $26 * 20 \text{ LHE} = 520 \text{ LHE}$



- ii. Longevity compensation payment shall begin in the semester or intersession following the attainment of the threshold LHE amounts in (i) above.
- b. Full-time Faculty:
- i. Each year employed in paid full-time status at Santa Monica College shall count as one year of “college service” for longevity.
  - ii. With part-time service to SMC prior to being hired full-time at SMC, the years of “college service” shall be the sum of the years of service to SMC as a part-time faculty member and the full-time years of service.
  - iii. Attainment of longevity compensation shall occur at the beginning of the academic year following attaining 16, 21 and 26 years of service to SMC.
- c. Implementation: The longevity compensation shall be phased in with the rules above and shall be ongoing after its introduction, as follows:
- i. 2022-2023:
    - 1. 16 years or more of college service: 1.00 %, or;
    - 2. 21 years or more of college service: 2.00 %, or;
    - 3. 26 years or more of college service: 3.00 %
  - ii. 2023-2024:
    - 1. 16 years or more of college service: 2.50 %, or;
    - 2. 21 years or more of college service: 5.00 %, or;
    - 3. 26 years or more of college service: 7.50 %
  - iii. 2024-2025 and after: If the 2023-24 college ending fund balance is LESS than or equal to 5%:
    - 1. 16 years or more of college service: 4.00 %, or;
    - 2. 21 years or more of college service: 8.00 %, or;
    - 3. 26 years or more of college service: 12.0 %
  - iv. 2024-2025 and after: If the 2023-24 college ending fund balance is GREATER than 5%:
    - 1. 16 years or more of college service: 5.00 %, or;
    - 2. 21 years or more of college service: 10.0 %, or;
    - 3. 26 years or more of college service: 15.0 %

## ARTICLE 9 : INTERSESSION ASSIGNMENTS, LOADS AND COMPENSATION

- 9.1 Department chairs, after taking into consideration the preference of tenured, probationary and part-time faculty members, shall recommend both partial and full assignments to the appropriate vice president. The vice president shall have final authority for such assignments, including the times and dates on which the assignments are performed. The appropriate vice president shall make a reasonable effort to confer with department chairs or their designated alternates if changes are to be made in courses to be taught, the times of those courses, or the schedule for non-teaching assignments.
- 9.2 For teaching assignments, a full intersession load will be defined as 6 LHE. (“LHE” is defined in 6.8.1. For six-week intersessions, this results in a weekly assignment equal to 120% of a weekly assignment in a standard 18-week full semester.)
- For non-classroom assignments, a full intersession load will be 5 LHE (180 hours). (For six-week intersessions, this results in a weekly assignment equal to that in a standard 18-week full semester.)
- 9.3 For teaching assignments, a percentage FTE will be computed by dividing the semester equivalent LHE (Weekly Teacher Hours X Load Factor) of the assignment by 6. For non-classroom assignments, an FTE assignment is defined as the total hours assigned divided by 180.
- 9.4 Regular Contract Intersession
- 9.4.1 Unit members who are employed on a tenured, probationary, or temporary contract status in the preceding semester and whose teaching assignment is longer than four weeks will receive intersession pay rates for up to one (1.0) FTE per fiscal year (Summer Intersession through Spring semester). Unit members who are employed on a tenured, probationary, or temporary contract status in the preceding semester and who have non-classroom assignments will receive intersession pay rates for the FTE assignment which they perform not to exceed one (1.0) FTE.
- 9.4.2 All assignments not included in these provisions will be paid at hourly rates.
- 9.4.3 A faculty member shall not receive more than one (1.0) FTE during intersessions at contract rates per fiscal year.
- 9.5 Intersession Assignment Compensation:
- Student access to faculty outside of class hours is an important part of providing support for student success. To that end, all teaching intersession hourly schedules will be adjusted beginning Summer 2017 by a factor to include compensation for the 60 minutes of office hours over the intersession per LHE taught which each faculty member shall perform. The factors are:

	LDF 1.0 and Overload	0.75 < LDF < 1	LDF 0.75
Factor increase over previous intersession pay	1.03125	1.02757	1.02344

This leads to an increase in the regular intersession contract pay for teaching assignments from 15% to 15.469% for 6 LHE to account for office hour compensation.

For intersessions, pay for non-classroom assignments is computed as follows:

$$\text{Pay} = 15\% \times \text{Annual Salary} \times \text{FTE Assignment}$$

For intersessions, pay for teaching assignments is computed as follows:

$$\text{Pay} = 15.469\% \times \text{Annual Salary} \times \text{FTE Assignment}$$

Any portion of intersession assignments exceeding one (1.0) FTE per academic year will be paid at hourly overload rates.

9.5.1 When a course is offered for a number of weeks different from six, the course will be scheduled as closely as possible (subject to classes beginning and ending on the five-minute clock intervals) to meet for the same total hours as in the six-week day version. The FTE assignment and therefore the compensation for these courses will be the same as if the course had been scheduled for six weeks.

9.5.2 Annual Salary is the amount determined by the faculty member's placement on the preceding semester's probationary and tenured faculty salary schedule after adjusting for any applicable step movement, and any contractual pay adjustments. Added responsibility increments are not included in the computation of intersession daily rates.

9.5.3 Examples

A faculty member who teaches a 5 LHE (5 WTH \* LDF 1.0) math class in an intersession:  
 FTE Assignment =  $5/6 = 83.333\%$   
 Total Compensation =  $83.333\% \times 15.469\% \times \text{Annual Salary}$

A faculty member who teaches two piano classes totaling 5.25 LHE (6 WTH \* LDF 0.875) in an intersession:  
 FTE Assignment =  $5.25/6 = 87.5\%$   
 Total Compensation =  $87.5\% \times 15.469\% \times \text{Annual Salary}$

For a librarian who is assigned 35 hours per week in five weeks in an intersession:  
 FTE Assignment =  $175 / 180 = 97.22\%$   
 Total Compensation =  $97.22\% \times 15\% \times \text{Annual Salary}$

For a counselor who is assigned 30 hours per week in five weeks in an intersession:  
 FTE Assignment =  $150 / 180 = 83.33\%$   
 Total Compensation =  $83.33\% \times 15\% \times \text{Annual Salary}$

9.5.4 Unit members employed to teach on an hourly basis in an intersession shall be paid a minimum of one week's pay for a graded, ungraded or Emeritus class that is canceled after the class convenes.

## ARTICLE 10 : BENEFITS

10.1 BASIC MEDICAL PLAN. Effective August 1, 2019 the District shall contribute \$1,239.82 tenthly toward payment of the premium of a medical plan selected by the full time employee. The medical plan chosen shall be one of those offered by PERS under the Public Employees Medical and Hospital Care Act. This basic contribution by the District shall be increased August 1st each year by five percent (5%) of the previous year's premium for Kaiser Medical Plan two party coverage.

10.1.1 Those full-time faculty eligible for health benefits who can prove other health care coverage may elect to decline coverage by the District.

Any such faculty member will be paid \$2,000 per year; this money may be used for any purpose and will be taxable to the employee. This money will be paid one-half at the end of each semester in a lump sum payment. Once health benefits are declined, no change may be made during the benefit year unless authorized under PERS approved exceptions to open enrollment period elections.

Any faculty member who declines coverage MUST renew that declination each year during the open enrollment period and provide proof of continuing health coverage.

10.2 SUPPLEMENTAL BENEFITS PLAN. The District shall provide as a supplemental benefit plan for full time employees an amount equal to the difference between the basic medical plan and the total cost of a medical, dental, and vision insurance care plan selected by the employee for the employee and his/her dependents.

Effective January 1, 2013, the District's contribution for medical insurance shall not exceed the cost of the highest non-PERSCare plan offered by PERS to District employees. If the faculty member selects the PERSCare Coverage plan, the faculty member shall pay the difference between the PERSCare premium and the premium for the highest non-PERSCare Coverage plan.

10.2.1 The following provision shall apply to: (a) any faculty member who switches coverage from PERSCare to PERSChoice during the 2012 open enrollment period; (b) any faculty member who had PERSCare in 2012 and switches to PERSChoice in a subsequent year; (c) any faculty member who had PERSChoice in 2012; and (d) to any retired faculty member receiving early retiree supplemental benefits as of January 1, 2013. Effective starting January 1, 2013:

(a) To prevent any catastrophic loss to any such faculty member from switching plans, the District shall reimburse the faculty member for out-of-pocket expenses in excess of \$250.00 in any calendar year incurred by the faculty member and his/her eligible

dependents resulting from exceeding a maximum coverage level imposed by PERChoice plan that is not contained in PERSCare plan. As of 2012, differences exist in the following areas: Chiropractic/Acupuncture Services; Physical Therapy; Occupational Therapy; Home Health Care; Outpatient Pulmonary Rehabilitation; and Skilled Nursing Facility Care. These differences may change in future years as determined by PERS.

(b) This Section shall not apply to additional expenses incurred because of different co-pays, deductibles, or out-of-pocket maximums. In connection with any eligible additional expense where the services are provided by a non-PPO provider, the District shall only be liable for the amount that would have been incurred had the services been provided by a PPO provider.

(c) If the District can achieve savings by enrolling the affected faculty member into PERSCare fully paid by the District, the District has the right to do so at the next open enrollment period. If the faculty member declines to sign the necessary documents to change plans, the District's obligation under this Section 10.2.1 shall terminate.

(d) In the event PERSCare is no longer offered, the District's obligation under this Section 10.2.1 shall terminate.

(e) The Faculty Association and the District will develop a process for implementing this catastrophic provision.

10.3 Probationary and tenured faculty employed less than full time shall receive a prorated share. The portion not paid by the District shall be reflected in the Supplementary Benefit Plan payment.

10.4 PERS medical plan premiums shall be converted from monthly to tenths by multiplying the monthly rate established each August by 12 and dividing by 10. The resulting rate shall be used for payroll reporting purposes starting in October and ending in July. Actual enrollment dates and termination dates are to be as required by PERS on a twelfthly basis.

10.5 Part-time Employees

10.5.1 Part-time employees who are members of the unit, who have been employed two previous semesters within the last six semesters, and as of Monday of the third week of the semester who have teaching assignments of five hours or more per week for the semester, or as of Monday of the fifth week of the semester are assigned the equivalent of five hours or more per week of a non-teaching assignment shall be eligible to receive Kaiser medical insurance.

The District shall contribute an amount equal to the single party Kaiser Health Maintenance Plan premium not under PERS. In lieu of the Kaiser plan, eligible employees may elect a composite dental or vision plan. Employees who lose non-District-provided coverage as a result of divorce or death of a spouse shall be

allowed to change their election; otherwise changes to election of Kaiser or dental or vision plans are limited to the open enrollment period.

If a part-time faculty elects the Kaiser medical insurance, he/she may purchase at his/her cost, coverage for dependents, the composite dental, and/or vision insurance plan.

If a part-time faculty elects the composite dental or vision plan in lieu of the Kaiser plan, he/she may purchase at his/her cost, coverage for the plan not covered by the District's contribution.

All premiums paid by any faculty for the purpose of purchasing health insurance shall be pre-tax.

- 10.5.2 In the event that during the college year a covered employee's load drops below the number of hours stated in 10.5.1 but is at least three hours per week during that semester, the employee's coverage shall continue through that college year, except in cases where the employee requests the reduction in load.

Effective with the fall 2000 semester, once a part-time faculty member becomes eligible for health benefits as set forth in section 10.5.1, if the part-time faculty member falls below the required 5 hours (except when a reduction in hours is voluntarily requested by the faculty member) he/she shall retain eligibility for at least two semesters.

- 10.5.3 This benefit does not apply to full time employees of the District who teach overload classes.

- 10.6 Tenured faculty members who retire from the District will be eligible to be covered under the PERS medical plan for retirees. Each year the contribution by the District shall equal the amount allocated for the Basic Medical Plan for active full-time employees as described in section 10.1, converted to a 12-month basis.

In addition to the benefit in the preceding paragraph, the following additional benefit shall be provided to tenured faculty members who retire on or after January 1, 2013 and are eligible to purchase or receive Medicare:

- (a) The District shall pay the full cost of the premium for any CalPERS plan other than PERSCare for the retiree and his/her eligible dependents. A retiree can choose to select the PERSCare plan. However, if the amount allocated for the Basic Medical plan does not cover the full cost of the PERSCare plan premium selected by the retiree, the retiree shall pay the difference between the PERSCare premium selected and the premium for the corresponding highest non-PERSCare plan. This additional benefit shall expire on January 1, 2024.
- (b) The District shall pay the full cost of the premium of the dental and vision insurance care plans selected by the retiree for the retiree and his/her eligible dependents. The dental and

vision insurance care plans offered to retirees shall be the same as those offered to active employees.

- 10.7 Tenured faculty members who retire at or after the age of 55 years, and have at least 10 years of paid service with the District immediately prior to retirement, will participate until they are eligible to purchase or receive Medicare, in the supplementary benefit plan provided to active full-time faculty members and their dependents or domestic partner, as described in section 10.2. For faculty whose retirement date is prior to January 1, 2013, the District will continue to provide payment for PERSCare coverage.
- 10.8 The District will maintain the Trust with CalPERS that has already been established to prefund retiree health benefits. The District will make an additional contribution of \$2 million to the Trust from the designated reserve. Each fiscal year starting in 2013-14, the Superintendent/President's proposed budget will recommend an additional amount, if any, to be paid into the Trust with CalPERS.
- 10.9 "Retiree" shall be interpreted to include the surviving spouse or domestic partner of the retiree in the event the retiree dies while covered by this provision. If a spouse survives the retiree and is covered other than under the STRS unmodified option, the surviving spouse will receive benefits described in 10.6.
- 10.10 Faculty members hired after January 1, 1989, must have ten years of paid service with the District in order to be eligible for the District's retiree medical plan. In the case that this provision is in conflict with existing state law, it shall be held in abeyance.
- 10.11 Bargaining unit members will be permitted to participate in IRS Code Section 125 plans. Seminars and enrollments shall be conducted by no later than November for the forthcoming year. Times and dates for such seminars and enrollment period shall be convenient for faculty members and shall be approved by the Association. Timely notice will be provided by the District.
- 10.12 Active and retired Faculty shall be allowed to audit up to two courses per year at Santa Monica College provided the instructor of the class agrees and a regular student is not displaced. Audit fees for the class shall be waived.
- 10.13 The District will provide an opportunity for eligible employees to elect Medicare coverage as provided by Assembly bill 265. The election must be made prior to June 30, 1995 and will be irrevocable. The District and the employee will each contribute 1.45% into Medicare coverage for those faculty who properly elect and are eligible for this benefit.
- 10.14 Life Insurance

The District will provide \$50,000 term life insurance coverage for each full-time faculty member during the period of his/her employment only. Life insurance policies will become effective on October 1, 1997.



10.15 Domestic Partner Coverage: Health, Dental and Vision:

The District will fully implement the provisions of Chapter 588, Statutes of 1999, pertaining to domestic partner enrollment under PERS health plans offered by the District. In addition, the District will permit domestic partners to enroll as dependents under any non PERS health plan (e.g. Kaiser) and Dental and Vision. For purposes of enrollment in non PERS health, dental and vision plans, the definition of domestic partner will be as established pursuant to Chapter 588, Statutes of 1999. Domestic partners will be eligible for any benefits in the retirement period to which spouses or surviving spouses are eligible under the provisions of this Agreement.

10.16 State Disability Insurance

Upon the affirmative vote of the part-time faculty, all part-time faculty shall participate in the California State Disability Insurance (SDI) program through payroll deductions. The SDI program shall be funded entirely through employee contributions with no financial impact on the District (other than the administrative cost of establishing the payroll deduction). In the event that a change occurs in the SDI program to require a contribution by the District, the Association and the District agree to re-open negotiations on this Section.

Part-time faculty employees shall be eligible for the following benefits upon the implementation of the SDI program:

State Disability Insurance (SDI): After the exhaustion of sick leave provided under Article 17, the part-time faculty employee shall be eligible to file with the Employee Development Department (EDD) for disability benefits in accordance with SDI filing dates and processes; and,

Paid Family Leave (PFL): Part-time faculty employees who must be absent from scheduled duties to care for a seriously ill child, spouse, parent, or registered domestic partner, or to bond with a new child shall be eligible to file with the Employee Development Department (EDD) for paid family leave benefits in accordance with SDI filing dates and timelines and definition of "serious health condition."

It shall be the responsibility of the part-time faculty employee to file for SDI benefits in accordance with EDD statutes and regulations, and the District shall have no responsibility for interpreting SDI regulations and timelines or ensuring that the part-time faculty employee acts in compliance with them. Questions about SDI coverage shall be directed to the Employment Development Department.

10.17 The Santa Monica Community College District ("District" or "administration"), the Santa Monica College Faculty Association ("Faculty Association") and the California School Employees Association, Chapter 36 ("CSEA") hereby agree to creation of a joint Collegewide Benefits Committee. The role of the committee is to contain the cost of the District's health benefits

program while maintaining the quality of the benefits available to the employees, retirees, and eligible dependents. Prior to commencing negotiations on anything contained in Article 10, the Benefits Committee shall be given an opportunity to make a recommendation on the subject matter. During the first week of the Fall or Spring semester, either party may request that the Benefits Committee make a recommendation on the subject matter. The Benefits Committee shall make a recommendation by the end of the semester following the semester in which the request is made. This deadline may be extended by one semester by agreement of the co-chairs of the Benefits Committee; the co-chairs shall agree to such an extension when reasonably necessary to allow the Benefits Committee to complete its work. In the event that a recommendation is not received within the required time period, either party may request negotiations on the subject matter. Nothing in this article is intended to allow either party to be able to reopen this article.

## ARTICLE 11 : CALENDAR

- 11.1 The District and the Association shall meet annually to negotiate academic calendars for at least the next two fiscal years. If agreement on a calendar cannot be reached, a calendar as close in structure as possible to the most recently approved calendar will be set by the District.

Calendars shall comply with all requirements of AB 1725 and Title 5.

The 2022-2023 calendar will consist of the following:

Summer Session June 20 - August 12  
Fall Semester August 29 - December 20  
Winter Session January 3 - February 9  
Spring Semester February 13 - June 13

The 2023-24 calendar will consist of the following:

Summer Session June 20 - August 11  
Fall Semester August 28 - December 19  
Winter Session January 2 - February 8  
Spring Semester February 12 - June 11

The 2024-2025 calendar will consist of the following (pending Board approval):

Summer Session June 17 - August 9  
Fall Semester August 26 - December 17  
Winter Session January 6 - February 13  
Spring Semester February 18 - June 17

A flex calendar will be established using nine (9) days for flex. All faculty, classroom and non-classroom, will participate in flex days. For hourly faculty, the number of flex days will be prorated. Hourly faculty will be encouraged but not required to fulfill their flex days through the institutional and departmental days rather than individual days.

The nine (9) flex days will include two (2) institutional days, three (3) departmental days, and four (4) individual days. Full-time faculty may complete their individual flex days any time starting from the first day of Summer intersession until the end of the following Spring semester. The content of flex days is not subject to grievance. Full-time faculty on 100% banked leave have no flex obligation during the semester of their banked leave.

Full-time faculty on 100% banked leave are not required to participate in any flex activities while on banked leave. Full-time faculty on partial banked leave need to complete a prorated amount

of flex time during the semester of their partial leave. For example, a faculty member who is on 50% banked leave needs to complete 50% of the flex requirement scheduled during the semester of their partial leave.

Monitoring content of individual flex days shall be the responsibility of the department chairs. Appeal of a decision by a chair will be to the appropriate academic administrator.

Monitoring content of institutional and departmental flex days shall be the responsibility of the Professional Development Committee of the Academic Senate.

The calendar will be compressed so that the normal load will be 156 days of teaching in addition to the nine flex days. In order to meet the STRS requirement of 175 days per work year for all faculty, five (5) Saturdays in each semester shall be designated as workdays for faculty on the compressed calendar.

- 11.2 Submission of Grades: Submission of grades in a timely fashion is critical to ensure that students' records are accurate and updated in a timely fashion. Faculty members shall be required to submit all grades by no later than one calendar week from the last date of the semester or intersession or for six or eight week classes by no later than one calendar week from the last day of the class. The Faculty Association will assist the District in reminding Faculty members of their obligation to turn in grades within the time frame provided in this section.

Individual faculty members who need extensions will be considered on a case-by-case basis upon approval by the Department Chair and the Dean, Enrollment Services.

## ARTICLE 12 : GRIEVANCE PROCEDURE

### 12.1 Definition

- 12.1.1 A “grievance” is an allegation by a unit member that he/she has been adversely affected by a violation, misinterpretation, misapplication of any of the specific provisions of the Agreement, or by the Association that it has been adversely affected by a violation of any of the specific provisions of this Agreement that apply to the rights of the Association, or by the Association that three (3) or more members of the unit in substantially similar positions have been adversely affected by a violation of the same specific provisions of this Agreement.
- 12.1.2 A “grievant” is a member of the unit who pursues a grievance, or the Association which pursues a grievance within the parameters set forth in section 12.1.1.
- 12.1.3 A “day” is any faculty duty day during the fall and spring semesters, plus all days on which the District administrative offices of the Santa Monica Community College District are open for business between the end of the spring semester and the end of the six-week summer session. By prior, written, mutual agreement, the days between the beginning of winter intersession and the end of the winter intersession may also count for a specific grievance.
- 12.1.4 A “conferee” is any person whom either party wishes to have as an adviser.
- 12.1.5 The “immediate supervisor” is the academic administrator having direct responsibility for the supervision of the employee. When the Association is the grievant, the immediate supervisor will be the vice president who has immediate jurisdiction over the subject covered by the grievance or the Vice President, Human Resources.

### 12.2 Informal Procedure

- 12.2.1 The grievant shall attempt to informally resolve the grievance. The grievant and his/her immediate supervisor or supervisor’s designee shall make a good faith attempt to settle the grievance by resorting to an informal conference. Either party may have a conferee present.
- 12.2.2 If the grievant is not satisfied with the decision rendered by the immediate supervisor, or if no decision is rendered within five (5) days of the informal conference, the grievant may proceed to the formal grievance procedure. In any case, the formal grievance procedure form must be filed within the thirty (30) days described in section 12.3.1.

### 12.3 Formal Procedure (see Appendices G-1, G-2, G-3 and G-4 for approved forms available in the Human Resources Office).

## Level One

- 12.3.1 If the grievant is not satisfied, said grievant shall complete and file a District Grievance Form within thirty (30) days after the grievant knew, or by reasonable diligence could have known of the most recent condition upon which the grievance is based. This form shall require a clear, concise, written statement of the grievance, including specific provisions of the Agreement alleged to have been violated, misapplied, or misinterpreted, the circumstances involved, the specific remedy sought, and the decision (if any) rendered at the informal conference. A copy of said form shall be delivered to the appropriate administrator or designee and to the Chair of the Faculty Association Professional Rights and Contractual Grievance Committee.
- 12.3.2 Any grievance which is rejected due to an allegation that it has been untimely filed is directly appealable on that issue alone to the Superintendent/President or designee within ten (10) days from the time the grievant receives notice of said rejection. The appeal shall be in written form and include a clear, concise statement of the basis for the appeal.

The Superintendent/President or designee shall communicate in writing the decision reached within five (5) days. If the Superintendent/President or designee fails to respond within the time limits provided, or the grievant is not satisfied with the response, the grievant may proceed to arbitration in accordance with section 12.3.8 on this issue alone.

The non-prevailing party at the arbitration hearing shall bear all reasonable expenses for said hearing notwithstanding section 12.3.8(c).

- 12.3.3 Within ten (10) days after receiving the grievance, the immediate supervisor or designee shall meet with the grievant. Within these ten (10) days, and prior to the conference, the grievant may file an amended grievance form with the appropriate vice president or designee. Either party to this conference may have a conferee present if a minimum of two (2) days notice in writing is given to the other party.
- 12.3.4 Within ten (10) days from the time of the conference, the immediate supervisor or designee shall provide a response in writing to the grievant, to the Chair of the Faculty Association Professional Rights and Contractual Grievance Committee, and the Vice-President, Human Resources or designee.
- 12.3.5 If the grievant does not elect to appeal the decision pursuant to section 12.3.6, the Association or the District may, within ten (10) days of the rendering of said decision, unilaterally declare it non-precedent setting by filing written notice with the other party or designee.

## Level Two

- 12.3.6 If the grievance is not resolved at the formal conference, the grievant may, within ten (10) days after receipt of the immediate supervisor's or designee's written response, submit an appeal on the appropriate form to the Superintendent/President or designee. The statement of appeal shall include a copy of the original grievance, the decision rendered by the immediate supervisor, and a clear, concise statement of the reasons for appeal.

Alleged violations not presented at the formal conference may not be introduced at the appeal. The scope of the appeal shall be confined to the issues and evidence adduced at the formal conference with the immediate supervisor.

The Superintendent/President or designee may meet with the grievant and shall communicate in writing the decision to the grievant no later than ten (10) days after receipt of the notice of appeal. If a meeting is held, the Superintendent/President or designee has an additional five (5) days to file a written response; if no meeting is held, the written response shall be filed within ten (10) days of the filing of the Level Two appeal.

Either party to the conference may have a conferee present if a minimum of two (2) days notice is given in writing to the other party.

If the Superintendent/President or designee does not respond within the time limits provided, the grievant may proceed to arbitration.

- 12.3.7 If the thirty-day time limit within which to file a formal grievance with the appropriate academic administrator extends beyond the last scheduled work day for the spring semester, the grievant and the appropriate administrator or designee may, by mutual agreement in writing, extend the time limit for the grievant to file said claim. In no event shall the time limit be extended beyond the end of the third week of the ensuing fall semester.

## Level Three - Arbitration

### 12.3.8

- a. If the grievant is not satisfied with the decision at Level Two, or if the grievant elects to invoke the arbitration provision of section 12.3.2, the grievant may, within ten (10) days after the decision of the Superintendent/President or designee, request in writing that the Association submit the grievance to arbitration. A copy of this

request shall be given to the Vice President, Human Resources. The Association, by written notice to the Vice President, Human Resources, within ten (10) days after receipt from the grievant, may submit the grievance to impartial arbitration.

In the case when the Association is the grievant, the Association shall have twenty (20) days to submit the grievance to the Vice President, Human Resources to request impartial arbitration.

- b. If arbitration is requested, the grievant and the District shall attempt to agree upon an impartial arbitrator. If no agreement can be reached, they shall request the California State Conciliation Service to supply a panel of five (5) names of persons experienced in hearing grievances in community college matters. Each party shall alternately strike a name until one name remains. The remaining panel member shall be the impartial arbitrator. The order of the striking shall be determined by lot.
- c. The fees and expenses of the arbitrator and the hearing shall be borne equally by the District and the Association. All other expenses shall be borne by the party incurring them.
- d. The arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issues submitted, and provide an appropriate remedy. If the Parties cannot agree upon a submission agreement, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step. If any question arises as to whether or not the grievance is arbitrable, the arbitrator may at his/her discretion rule on the issue of arbitrability at such time as he/she decides.
- e. The arbitrator will have no power to add to, subtract from, or modify the terms of this Agreement.

12.3.9 The decision of the impartial arbitrator shall be binding on the parties.



### **ARTICLE 13 : RIGHTS OF THE BOARD OF TRUSTEES**

- 13.1 The Board of Trustees on its own behalf and on behalf of the electors of the District retains and reserves without limitation all powers, authority, and rights conferred upon it by the laws of the State of California except as limited and agreed to in a specific article or section of the Agreement. The Board of Trustees may legally delegate or assign certain powers, authority, and rights to the Superintendent/President. Neither the exercise in a particular manner of any right herein reserved to the Board of Trustees nor the non-exercise of any such right shall be deemed to be a waiver of the Board of Trustees' rights, nor shall such exercise of rights preclude the Board of Trustees from exercising the right in a different manner.

## ARTICLE 14: PARITY

For purposes of defining parity between full-time and part-time faculty, Load Factor 1 assignments will be used. The definition of parity is not intended to alter full-time faculty obligations under Article 6.

14.1 The District and the Faculty Association are committed ultimately to achieving 100% parity for part-time faculty. 100% parity would include the addition of all professional duties performed by full-time faculty, on a pro-rata basis. Modification/addition of these duties will be subject to negotiation.

14.2 For part-time faculty members with load factor one assignments, the instructional parity, which includes class room teaching, preparation, and grading is defined at 75%.

For part-time faculty members with load factor one assignments, parity for instruction plus office hours on a pro-rata basis is defined at 85%.

14.3 All part-time faculty members shall be paid at 85% of the Probationary and Tenured Faculty Salary Schedule (Appendix A-1).

To facilitate this change for part-time faculty members, the following shall occur:

1. A new salary schedule shall be created, titled "Appendix B-1: Part-time Faculty Salary Schedule - ALL LOAD FACTORS". All part-time faculty members shall be placed on this schedule beginning Fall 2020. (There shall be a version of Appendix B-1 that applies to Fall/Spring semesters and another version for intersessions, because of the different office hour requirements for intersessions.)
2. Part-time faculty members with previous employment at the district:
  - a. Part-time faculty members with previous employment at the district *solely* at load factor 1.0 shall be moved from their current cell on Appendix B-2 to the same cell on Appendix B-1.
  - b. Part-time faculty members with previous part-time employment at the district with assignments at less than load factor 1.0 shall be placed in the group on Appendix B-1 that is consistent with their current group placement on the less than load factor 1.0 salary schedule. That is:
    - i. LDF < 1.0 Group I is placed in either Group I or II on Appendix B-1
    - ii. LDF < 1.0 Group II is placed in either Group III or IV on Appendix B-1
    - iii. LDF < 1.0 Group III is placed in either Group V or VI on Appendix B-1
    - iv. LDF < 1.0 Group IV is placed in Group VII on Appendix B-1The part-time faculty member placement on Appendix B-1 shall be at the step within the groups determined above that corresponds most closely to, but not less than, the hourly rate at which they were compensated previously.
  - c. If a part-time faculty member had previous assignments with different load factors, they shall be placed in the cell in Appendix B-1 which corresponds most closely to, but not less than, the highest rate per LHE at which they were previously compensated, unless there is a difference of more than three steps in the possible placements. In such a case, the District and Faculty Association shall

- meet and confer over appropriate placement.
- d. Faculty members on “Appendix B-4: Ungraded Hourly Faculty” shall be included in the migration of part-time faculty to the new Appendix B-1.
  - e. Part-time faculty members whose sole assignment was in the Emeritus College shall present verified credentials to Human Resources by June 1, 2020 in order to have their group placement verified. If no such credentials are provided, they shall be placed on Appendix B-1 at Group I, Step 8.
  - f. Part-time faculty members who are moved to Appendix B-1 as described in (2) above, and have a placement at Step 1, 2, or 3 may petition for higher step placement up to Step 4 by providing documentation of relevant experience as currently described in the initial placement process for full-time faculty members by no later than December 1, 2020. The additional experience must have occurred prior to first employment at SMC. The advanced step placement shall be effective Winter 2021.
3. Part-time faculty members with no previous employment at the district:
    - a. Part-time faculty members with no previous employment at the district shall have initial placement at steps up to but not beyond Step 4 on Appendix B-1, as determined by providing documentation of relevant experience as currently described in the initial placement process for full-time faculty members.
    - b. Documentation of previous experience shall be requested during the regular onboarding process.
  4. Step advancement shall occur at the beginning of the intersession or semester following completion of multiples of 30 LHE at Santa Monica College.

All part-time faculty are expected to perform the same number of office hours as full-time faculty for a given assignment. The specific amount of time required to be spent in office hours is given in Article 6.4. Compensation for the appropriate number of office hours is already included in salary schedule B-1.

## **ARTICLE 15 : PROFESSIONAL DEVELOPMENT**

- 15.1 The District shall provide the following amounts during the term of the contract for professional development of faculty: (a) \$75,000 in the academic year 2022-2023; (b) \$75,000 in the academic year 2023-2024; (c) \$75,000 in the academic year 2024-2025. Disbursement of the professional development funds requires approval by the Academic Senate Professional Development Committee. Any funds left unused in any academic year shall roll over for use in the following academic year.

## **ARTICLE 16 : FACULTY SERVICE AREAS**

- 16.1 The term “faculty service area” means a service or instructional subject area or group of related services or instructional subject areas in which service is performed by faculty. The term “eligibility criteria” refers to criteria by which a faculty member is deemed competent to render service in a faculty service area.
- 16.1.1 A faculty service area is hereby established for each discipline on the California Community College Board of Governors List of Disciplines.
- 16.1.2 Faculty service areas and the bumping rights within them shall take effect only in the event of a college-wide reduction in force or program deletion, which results in the dismissal of tenured or probationary faculty members. In the event of the elimination of a program in which faculty members can be reassigned to other areas of the college through the normal reassignment process (as defined in the SMC Equivalency Process), faculty service areas and bumping rights through seniority do not apply.
- 16.2 The joint Faculty Service Areas Committee shall be constituted and meet whenever changes in faculty service areas, District competency criteria, or the qualification process are to be considered.

The District Faculty Service Areas Process is hereby incorporated into this Agreement as Appendix I.

## ARTICLE 17 : LEAVES OF ABSENCE

### 17.1 General Provisions

- 17.1.1 A leave of absence is an authorization for an employee to be absent from duty, generally for a specific period of time and for an approved purpose.
- 17.1.2 A leave protects the employee by holding a place for them in the District until the leave expires, with the right to return to the District in the same position.
- 17.1.3 Only tenured personnel may be granted the following long term leaves: opportunity leaves, travel leaves, or sabbatical leaves.
- 17.1.4 Probationary, tenured and part-time personnel are eligible for the following leaves: sick, bereavement, industrial accident and illness, personal necessity and jury duty. Tenured and probationary faculty are also eligible for the following leaves: military, child-rearing, study, personal and family.
- 17.1.5 Leave requests will be considered if they do not create a hardship for the College.
- 17.1.6 Emergency, long-term personal and necessity leave requests will be considered on an individual basis. Return to duty from an emergency leave, other than short-term illness or injury leaves shall only be at the start of an academic semester or intersession unless positions are available at other times and it is in the best interest of the District. Return to duty at the start of an intersession may not be guaranteed.
- 17.1.7 Faculty on leaves of absence must notify the Human Resources Office by February 15 preceding the next academic year whether they will resign, request an extension of their leave, or return to their assignments at the start of the next academic year. Leaves will normally be granted on a one-year basis unless the granting of the leave is in the best interests of the District or exceptional circumstances arise.
- 17.1.8 All leaves for more than one month, except for medical leaves, must be approved by the Board of Trustees.
- 17.1.9 All leaves for less than one month must be approved by the Superintendent/President or designee, or the Board of Trustees.
- 17.1.10 Board approved leaves shall not count toward acquisition of tenure, but approved leaves do not constitute a break in continuity of service.

17.1.11 Faculty who take an unpaid leave will be allowed to remain on continued coverage at their own expense pursuant to the terms of applicable health, dental and vision insurance plan, provided they pay the premiums on a tenthly basis, or as required.

17.1.12 Immediately upon return to work, the employee shall complete the appropriate District form and submit it to his/her immediate supervisor.

17.1.13 Full-time faculty: Department Chairs will receive payroll sheets on a tenthly basis that will indicate the sick leave status for each full-time faculty member in the department. Human Resources will send each Department Chair, with distribution of the tenthly payroll sheets, a written reminder that they are to notify each full-time faculty as to their current sick leave status. Copies of the payroll reports indicating sick leave status will be sent to the Association at the same time the reports are sent to the Department Chairs.

Full-time faculty with Overload Assignments (including intersession): Faculty members with overload assignment will be notified of their sick leave status by the date of the second regular pay period for each Fall and Spring semester. Fiscal Services will provide a reporting form indicating the faculty member's hourly accrued sick leave, and a brief explanation of how the individual's sick leave is calculated. The sick leave reported will show a past balance of accrued sick leave, current period usage of sick leave, and current balance of sick leave.

Part-time and Emeritus Faculty: For part-time and emeritus faculty Fiscal Services will provide a reporting form indicating the faculty member's accrued sick leave by the date of the second regular pay period of each Fall and Spring semester, and a brief explanation of how sick leave is calculated. The sick leave reported will show a past balance of accrued sick leave, current period usage of sick leave, and current balance of sick leave.

17.1.14 Faculty members on a paid leave of absence shall receive salary and health and welfare coverage and retirement credits the same as if they were not on leave. Paid Leaves will be granted for personal emergency and necessity, to a maximum of seven (7) days per year, and for illness, to the extent of the employee's accumulated sick leave. Paid leaves for sabbaticals, military and industrial accident leaves must be Board approved. The Board may also approve other paid leaves.

## 17.2 Sick Leave

17.2.1 The purpose of sick leave utilization shall be for physical and mental disability absences which make attendance impractical, or for legally established quarantine.

17.2.2 Subject to other specific District policies, full-time faculty who are employed full-time for 2 semesters shall be entitled to 10 days of leave of absence annually with pay for illness or injury. Department chairs shall be entitled to 11 days of leave of absence annually

with pay for illness or injury. 100% coordinators shall be entitled to 12 days of leave of absence annually with pay for illness or injury.

- 17.2.3 Earned but unused sick leave shall be accumulated from year to year.
- 17.2.4 Temporary contract faculty and those employed less than 10 months shall receive a proportionate share of sick leave based on length of assignment.
- 17.2.5 Faculty employed on partial contract shall be entitled to a proportionate amount of sick leave.
- 17.2.6 Sick leave is not credited to faculty on sabbatical leave.
- 17.2.7 Faculty elected on a one-semester full-time contract basis shall be granted five days sick leave for that period.
- 17.2.8 Effective Winter 2012, part-time teaching faculty shall be entitled to sick leave at the rate of seven hours for each one hundred hours of teaching service. Effective Winter 2012, part-time non-teaching faculty shall be entitled to seven hours for each one hundred hours of service.
- 17.2.9 Faculty who teach overload hours, or summer or winter intersessions, shall accrue sick leave at the hourly rate. Hours accrued in this manner will be accumulated in an hourly sick leave bank. Six hours shall be equivalent to one day. Overload and intersession absences will be deducted from the hourly sick leave bank until it is exhausted. Intersession absences in excess of the hourly bank will be deducted from the regular sick leave bank.
- 17.2.10 Accumulated sick leave may be used during the regular academic year or during intersessions when employed.

Sick leave accumulated in other California school Districts shall be credited to all academic employees of the District as provided in Education Code Section 87782 and 87783.

As provided in Education Code Section 22717 members of STRS Defined Benefit Program are entitled to additional service credit for unused sick leave at retirement.

Every six hours of accumulated unused hours of sick leave shall be equivalent to one day of unused sick leave, subject to STRS interpretation and regulation.

- 17.2.11 Faculty members who do not complete an academic year due to verified illness or maternity leave will not be required to repay the District for advanced sick leave days used but not earned.



17.2.12 Sick leave shall not be transferable from one faculty member's accumulated balance to that of another faculty member except under the provisions established in Board of Trustees Policy 4154, Catastrophic Illness/Injury Leave Donation ("Policy"), herein incorporated as Appendix P. The Policy shall extend and apply to any faculty member who needs to take extended time off from work to care for a family member with a catastrophic illness or injury as these terms are defined in the Policy. Contribution to and use of this pool is voluntary and not subject to grievance under this Agreement.

17.2.13 Faculty members who resign during the college year or go on personal or opportunity leave and have used more sick leave days than they have earned or accumulated shall have the appropriate pro-rata amount deducted from his/her final warrant.

17.2.14 The Board of Trustees, the Superintendent/President or designee may require a medical verification statement from any academic employee who is absent due to illness or injury. Such requests may be made to determine fitness to return to work. Requests will be made on a timely basis.

17.2.15 Faculty members who have used all accumulated sick leave entitlement may petition for extended illness or injury leave with pay for a period not to exceed five school months. The term "five school months" as specified in Education Code Section 87780 is interpreted to mean five consecutive school months of 20 days each commencing after all current year sick leave is exhausted. Such pay shall be the difference between the academic employee's pay and that of a substitute. A written request is to be submitted to the Human Resources Office, accompanied by a verified medical report from the doctor, stating that to return to the faculty position would impair the person's health.

1. The doctor's verification form shall be provided by the Office of Human Resources.
2. Petitions for this leave must be approved by the Superintendent/President or designee, and the Board of Trustees.
3. If at the end of the five school month maximum period, the employee is not able to return to work without restrictions, the employee shall be placed on a leave of absence without pay. (See 17.11)
4. Additional medical reports and physical examination may be required within reason during this leave at the discretion of the Superintendent/President or designee, the Board of Trustees, or the District Physician.

17.2.16 In no event shall the use of differential pay, when coordinated with Industrial Accident or Illness Leave days, remaining sick leave days, and/or accumulated vacation days, exceed five calendar months in any school year.

17.2.17 If requested to do so by the District, an employee who is returning to work and who has been absent five consecutive days or more, shall provide, at his/her expense, a statement from a medical doctor or licensed practitioner stating the reason for the absence and indicating an ability to return to his/her position classification without restrictions or detriment to the employees physical and emotional well-being. In addition, the District may require the above statement for a period of absence of less than five days but in such case the District, rather than the employee shall bear the cost of such examination. In the latter case, the employee shall have the option to choose between his/her own or the District's physician and the District shall provide release time for such purpose. Immediately upon return to work, the employee shall complete the appropriate District form and submit it to his/her immediate supervisor.

When the District has reason to believe that there has been an abuse of leave privileges, the District may require the employee to verify a leave of absence. In the case of sick leave absence, the District reserves the right to require verification by a physician if it is deemed necessary by the District.

17.2.18 Pregnancy, miscarriage, childbirth, or recovery therefrom shall be treated as a temporary disability for which illness leave may be utilized. The date of commencement of absence from and return to duties because of pregnancy, miscarriage, childbirth, or recovery therefrom shall be determined by the employee and the employee's physician. The physician's verification for the commencement of absence from duties and resumption of duties shall be based on the employee's medically determined ability to perform assigned duties.

17.2.19 Faculty sick leave shall be charged as follows:

- (a) One day shall be deducted from a full-time faculty member's daily sick leave bank for each full contract scheduled day missed.
- (b) One half day shall be deducted from a full-time faculty member's daily sick leave bank for any partial contract scheduled day missed.
- (c) For sick leaves of more than 5 consecutive work days, a full-time faculty Member's daily sick leave bank also will be deducted one day for each unscheduled day missed. If the faculty member has requested and received the approval of their department chair to perform duties of assignment (see Article 6.1) on that day, the daily sick leave bank shall not be charged. If such permission is denied, the faculty member shall not be required to perform any duties of assignment on that day.

- (d) For any overload, intersession or part-time assignment, one hour shall be deducted from a faculty member's hourly sick leave bank for each scheduled hour missed.

17.2.20 Utilization of paid leave provision under this article for whole or half days shall be deducted from an employee's leave entitlement whether or not a paid substitute was employed to replace the employee on leave.

17.2.21 When an assignment is offered by the District and has either been accepted by the part-time faculty member or cannot be accepted because the part-time faculty member cannot fulfill the duties of that assignment as defined under the provisions allowed by the paid sick leave provision of this article, then the paid sick leave provision under this article shall be effective on the first day of the semester or intersession. In the case of sick leave absence, the District reserves the right to require verification by a licensed medical professional.

### 17.3 Pandemic Sick Leave

17.3.1 During each academic year, faculty members will be entitled to additional sick time as set forth in this section during the period of a pandemic declared by the Los Angeles County Department of Public Health. Any additional sick leave provided under this section shall expire at the end of the academic year and does not carry forward to the next academic year.

17.3.2 Full-time faculty shall be entitled to five days of additional leave and part-time faculty shall be entitled to 20 hours of additional sick leave.

17.3.3 The additional sick leave may be used if the employee is unable to work or telework due to any of the following reasons:

1. If the covered employee is subject to a quarantine or isolation period related to the pandemic as defined by an order or guidance of the Los Angeles County Department of Public Health.
2. The covered employee has been advised by a health care provider to isolate or quarantine due to the declared pandemic.
3. The covered employee is attending an appointment for themselves or a family member to receive a vaccine or a vaccine booster for protection against the declared pandemic.
4. The covered employee is experiencing symptoms, or caring for a family member experiencing symptoms, related to a vaccine or vaccine booster that prevent the employee from being able to work or telework.
5. The covered employee or an immediate family member is experiencing pandemic-related symptoms and is seeking a medical diagnosis.

6. The covered employee is caring for a family member who is subject to an order or guidance of the Los Angeles County Department of Public Health.
7. The covered employee is caring for a child whose school or place of care is closed or otherwise unavailable for reasons related to the pandemic.

The District may require reasonable confirmation concerning the existence of a qualifying event (e.g., note from medical provider, proof of vaccination, proof of school closure).

- 17.3.4 In the event pandemic-related sick leave is mandated by any federal, state, or other governmental authority, the additional sick leave provided by this section shall be concurrent with any such mandate.

#### 17.4 Bereavement Leave

17.4.1 Faculty members shall be allowed necessary leave of absence not to exceed three days, or five days if travel in excess of 300 miles is required, because of the death of any member of the immediate family (see 17.13.1). No deduction shall be made from the salary of such employee, nor shall such leave be deducted from leave granted by other sections of the Education Code or provided by the District.

17.4.2 Bereavement absence is not applicable when an employee is on sick leave, any leave of absence, college holidays, or periods not covered by yearly contract.

17.4.3 Faculty members may take bereavement leave even if bereavement immediately precedes or follows allowable absences.

17.4.4 Notification of bereavement absence is to be made to the Human Resources Office through the appropriate administrator.

17.4.5 Additionally, the Superintendent/President may grant bereavement leave to faculty who express a desire to attend the funeral of a member of the college community.

#### 17.5 Industrial Accident and Illness Leave

17.5.1 Industrial accident and illness leave shall be granted to employees in accordance with provisions of Article 4, California Education Code; for injury or illness incurred within the course and scope of the employee's assigned duties.

17.5.2 All reports of illness or injury that might possibly fall into the category of industrial accident and illness must be filed with the Office of Administrative Services within 24 hours of the occurrence of such an illness or injury.

17.5.3 Allowable leave shall be for not more than the equivalent of sixty (60) working days in any one fiscal year for the same illness or accident. Allowable leave shall not be

accumulated from year to year. If the same illness or injury extends into the next fiscal year, the employee shall be allowed to use only the amount of leave remaining from the previous fiscal year.

17.5.4 Industrial accident or illness leave shall commence on the first day of absence and shall be charged by one day for each day of authorized absence, regardless of a temporary disability indemnity award.

## 17.6 Personal Necessity Leave

17.6.1 Seven days of absence earned for sick leave annually under section 17.2 of this article may be used by the employee at his/her election in cases of personal necessity on the following basis:

1. The death of a member of the employee's immediate family when additional leave is required beyond that provided in Section 17.4.1 of this article;
2. As a result of an accident or illness involving an employee's person or property or the person or property of his/her immediate family;
3. When resulting from an appearance in any court or before any administrative tribunal as a litigant or party;
4. To attend the funeral of a close friend or a member of the faculty member's family other than the immediate family;
5. Parental and/or grand parenting leave at the time of the birth or adoption of children;
6. Observance of religious holidays of the faculty member's faith;
7. Natural disasters such as earthquakes, fires or floods, which conditions make it impossible for the faculty member to be present at his/her workstation.
8. Four of the seven days provided for in section 17.6.1 may be used by a faculty member for matters of compelling personal importance which cannot be accomplished other than during the faculty member's regular assigned working hours, or deferred to a more convenient date or time to accommodate the regular work schedule.

17.6.2 Faculty members may submit additional requests for items of personal necessity other than those listed above to the Superintendent/President or his/her designee. The Superintendent/President or his/her designee shall be the final authority in terms of the appropriateness of granting a personal necessity leave for any reason other than those listed above.

17.6.3 All absences authorized for personal necessity must be verified to the Superintendent/ President or designee for approval.

17.6.4 Absences of a personal nature in excess of seven days a year must be taken as personal unpaid leave.

17.7 Jury Duty Leave

17.7.1 Faculty members absent due to mandatory court appearances, except as a litigant, shall be paid their regular salaries during such absences, and all jury or witness fees are to be signed over to the District.

17.7.2 If such jury or witness fees are greater than their regular daily wages, faculty may retain the fee if they request personal leave without pay for that period of absence from duty.

17.7.3 Verification of jury duty or subpoena must be presented to the Vice President, Human Resources before the date such duty is to begin.

17.7.4 Any meal, mileage, and/or parking allowance provided to faculty for jury duty shall not be considered in the amount received for jury duty.

17.8 Military Leave

17.8.1 A faculty member shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave.

17.8.2 Time on military leave does not count toward acquisition of tenure.

17.9 Child-Rearing Leave

17.9.1 A faculty member, who is the natural or adoptive parent of a child, shall be entitled to an unpaid leave of absence for the purpose of rearing his/her child for a specified period immediately after convalescence from maternity or immediately after completion of appropriate adoption papers.

17.9.2 A faculty member may be granted child-rearing leave for up to one year beyond the period of time granted under 17.9.1 or 17.10.1. A faculty member will return to service at the beginning of a semester or intersession, unless it is in the interest of the District and the desire of the faculty member to return to work at an alternative starting date.

17.9.3 A faculty member does not qualify for illness or sick leave benefits while on child rearing leave.

17.9.4 The time a faculty member is on child-rearing leave does not count toward the acquisition of tenure.

17.9.5 This leave provision is in addition to an employee's entitlement for leave during the period of disability related to an employee's pregnancy and to such entitlement to leave under Family Leave, Section 17.10.

17.10 Family Leave

17.10.1 Family leave of up to 18 workweeks during any twelve-month period shall be granted to tenured and probationary faculty who have completed at least one year of full-time service, for the following purposes:

1. Caring for the spouse, or domestic partner, or a son, daughter or parent of the faculty member if such person has a serious health condition as defined under the Family and Medical Leave Act of 1993.
2. Caring for his/her child after birth of the child.
3. Caring for his/her child immediately after completion of appropriate adoption or foster care papers.
4. Caring for a serious health condition that makes the faculty member unable to perform his or her duties.

17.10.2 Faculty members on family leave will receive health and welfare coverage the same as if they were not on family leave.

17.10.3 Extensions of family leave may be granted under the provisions of 17.11.3.

17.10.4 Family leave shall be unpaid except under the following circumstances:

1. Family leave shall be paid at the full rate or pro-rata for full-time faculty members who elect to use their overloads banked under Article 21. Partial pay may be granted to a faculty member under the banking provisions of this contract; pro-rata pay shall be granted only for contracts greater than or equal to 60%.
2. During Fall and Spring semesters, faculty members may elect to use earned sick leave for family leave.
3. During intersessions, faculty members may elect to use their accumulated hourly sick leave for family leave. .
4. No more than 12 weeks of sick leave may be used for family leave in any twelve-month period. Faculty members may elect to use a combination of overload banked hours and sick leave for family leave consistent with the provisions of this Section 17.10.

17.10.5 Partial and/or discontinuous leaves of absence for reasons in Section 17.10.1 may also be granted.

17.10.6 Family Leave shall begin on the first day of absence with the exception of family leave pursuant to section 17.10.1.2 shall begin after the faculty member has utilized all available paid leave and/or pregnancy disability leave.

17.11 Unpaid Personal Leave of Absence

17.11.1 The District may, in its sole discretion, grant a leave of absence without pay to probationary and tenured faculty. Within five working days from the date of the Board action, Human Resources will provide the faculty member requesting a leave pursuant to this section with written notice of the approval or disapproval of the leave request.

17.11.2 Personal leaves shall be in the best interest of the District, and may be granted when the withholding of such a leave would work an undue hardship upon the faculty member requesting the leave.

17.11.3 Personal leaves will be granted in one or two semester increments and except for emergencies shall start at the beginning of an academic semester. Extension of family leave and opportunity leaves are covered under this provision.

17.11.4 A faculty member on unpaid leave of absence for personal reasons may continue to participate in the health and welfare benefits at his/her option, as provided for in 17.1.11.

17.11.5 Unpaid leaves of any length have an impact on the faculty member's status with STRS. This status is beyond the control of the District.

17.11.6 The Superintendent/President or his/her designee may, in his/her sole discretion, approve short term personal leave of up to 30 days to any tenured or probationary faculty member to meet emergency situations which arise out of circumstances which are unpredictable and unavoidable. A written notice will be provided to the faculty member requesting such a leave indicating whether the request for a personal leave has been approved or disapproved. The written notice will be sent to the faculty member within five (5) working days from the date the request for such leave was received by the Superintendent/President.

17.12 Partial Leaves of Absence

17.12.1 Partial leaves of absence, or reduction in assignment at the request of the faculty member, may be granted by the District, in its sole discretion, to tenured and probationary faculty when such reduction is requested by the faculty member and is in the best interests of the program. Partial leaves shall not exceed a 40 percent reduction in assignment.



17.12.2 Faculty members on a reduced assignment shall be paid the pro-rata portion of their wages and benefits. The faculty member shall pay the balance of any benefits as delineated in section 17.1.11.

### 17.13 Definitions

17.13.1 “Immediate family” means the spouse, domestic partner, mother, father, grandmother, grandfather, grandchild, son, son-in-law, daughter, daughter-in-law, brother, sister, foster child or adopted child, either of the employee or of the spouse or of the domestic partner of the employee.

17.13.2 The “domestic partner” relationship shall be defined as two adults who have chosen to share their lives in a committed relationship of mutual caring, who live together in the same residence and who have agreed to be jointly responsible for basic living expenses incurred during the domestic partnership.

Domestic partners must meet the following conditions:

- a. Must be an adult
- b. Must reside at the same address
- c. Must be limited to one domestic partner at any point in time
- d. And must meet any two of the following conditions:
  1. hold a joint mortgage or lease
  2. designate a partner as the beneficiary of life insurance or retirement benefits
  3. designate a partner as primary beneficiary in a will
  4. assign a health care power of attorney to the partner
  5. jointly own a bank account or credit account
  6. jointly own a car.

### 17.14 Sabbatical Leaves

17.14.1 For each academic year of the contract, the District will fund a minimum of eight (8) semesters of sabbatical leave in accordance with Santa Monica College Board of Trustees Policy and Administrative Regulations related to Human Resources and Education Code Section 87767, provided that there are at least that number of qualified proposals recommended by the Academic Senate Joint Sabbaticals and Fellowships Committee.

## **ARTICLE 18 : SAFETY, HEALTH AND WELFARE AND WORKING CONDITIONS**

### **18.1 Safe Working Conditions**

18.1.1 The District and the Association shall cooperate in the objective of eliminating accidents and health hazards in compliance with the California Occupational Safety and Health Act of 1973, and any other relevant legislation. The District and Association recognize their obligations and/or rights under existing federal and state laws with respect to safety and health matters. The District shall prepare a handout outlining the general rights and obligations of employees and distribute this handout to all unit members. Issues involving safety at the College shall be referred to the District Safety and Health Committee (18.2). Issues involving interpersonal safety of faculty members on campus with respect to persons outside the college community shall be referred to campus police. Issues involving interpersonal safety of faculty members with respect to students on campus shall be resolved according to the procedures outlined in 23.1. Campus issues involving interpersonal safety of faculty members with respect to other faculty members, staff, or administration shall be resolved according to the procedures outlined in 23.2. Emergencies involving interpersonal safety shall be referred to Campus Police, with follow-up as outlined in this article.

18.1.2 All District activities shall be conducted in accordance with established health, safety, fire, and applicable CAL/OSHA regulations.

18.1.3 If the District Superintendent/President or his/her designee orders the campus evacuated, or any part evacuated in response to an emergency, faculty members shall not suffer a loss of pay or deductions from the accumulated sick leave bank during the period of such evacuation, but shall remain available for immediate return to work after clearance to return to work.

### **18.2 Safety and Health Committee**

18.2.1 The District shall maintain a Safety and Health Committee. The Faculty Association shall appoint two representatives to this committee.

18.2.2 The Safety and Health Committee shall hold regular meetings. Minutes of all meetings and reports issued from this committee shall be distributed to committee representatives and the Faculty Association President. In addition, a notebook of all such minutes and reports shall be maintained by the chair of this committee, and shall be available for inspection to all who request to see them.

18.2.3 The Safety and Health Committee shall distribute the form for reporting concerns to the committee upon request, and shall post in the mailroom and distribute the following to the persons delineated in 18.2.2: a list of committee member names; the committee chair name and extension; and tentative meeting dates. Each department will be sent a reasonable number of official forms, and more upon request. Additional copies of the forms may be obtained by contacting the Office of Human Resources.

- 18.2.4 The parties agree that the committee is advisory in nature and may make recommendations to the appropriate District administrator regarding any unsafe practices which are identified by the safety committee.
- 18.3 Prior to the beginning of a semester, the District and the Association shall meet to discuss and resolve concerns related to access to facilities, equipment, supplies and other issues that may impact the faculty. Memoranda of understanding and other documents relating to these and other working conditions issues affecting faculty will be placed in Appendix K.
- 18.4 Parking
- 18.4.1 Beginning with the 2012-2013 academic year: (a) Full-Time Faculty parking rates shall be \$50 Fall / \$20 Winter / \$50 Spring / \$20 Summer; and (b) Part-Time Faculty parking rates shall be \$40 Fall / \$10 Winter / \$40 Spring / \$10 Summer. The District shall not increase the parking fee charged to faculty without the written agreement of the Association. The number of unrestricted staff parking spaces on the main campus shall not be reduced below 615 spaces unless the District gives prior notice to the Faculty Association. If the Association objects to the reduction plan, no reduction shall take place unless required by law or for the safety of the staff or students. Upon completion of any new parking structure, either the District or the Association may request that this section be reopened to discuss the allocation of staff parking spaces. For the purposes of this section, "main campus" shall include the main campus as defined in Fall 2011 and any property fronting on Pico Boulevard between 14<sup>th</sup> Street and 16<sup>th</sup> Street. Upon request of either party at the start of a Fall or Spring semester, the District and the Faculty Association shall conduct a joint inspection to ensure that the number of unrestricted staff spaces as specified in this article remain available. Once this parking count has been conducted, the District shall within two business days notify the Faculty Association if any staff parking space is removed or relocated.
- 18.4.2 Part-time faculty members may elect to pay for parking permits via payroll deduction over four (4) pay periods, without paying interest or an increased fee. Full time faculty may elect to pay for parking permits via payroll deduction over ten (10) pay periods without paying interest or an increased fee.
- 18.4.3 Part-time faculty members who purchase an annual permit and who request but who do not receive a spring assignment shall be refunded 50% of the annual fee paid, by submitting a written request for such a reimbursement to the Vice President, Human Resources, and surrendering the permit and access card, if any.
- 18.4.4 Parking permits are for use by the faculty person to whom the permit is issued only.
- 18.4.5 The District will strive in negotiating with long-term vendors to limit parking permit issuance to the absolute minimum, and will charge appropriate fees for permits of any time period.

## ARTICLE 19 : REDUCED WORKLOAD PROGRAM

- 19.1 Reduced teaching Load with Full Retirement Credit (EC 87483): The Board of Trustees may permit full-time faculty members to reduce their workload from full-time to part-time and have their retirement benefits based upon full-time employment.

Following are the rules and regulations for the implementation of the optional reduced load program with full retirement credit.

- 19.1.1 The option of reduced load may be exercised upon mutual agreement of both the District and the faculty member. Once the option is exercised, it is not revocable unless agreed to by the Board of Trustees and the faculty member.
- 19.1.2 To be eligible to start the optional reduced load program, the faculty member must be fifty-five (55) years of age before the beginning of the academic semester in which the reduction in workload starts.
- 19.1.3 The faculty member must have been employed full-time (100%) as an academic employee of the Santa Monica College District for at least ten (10) years prior to the request for reduced load, including five (5) years immediately preceding the reduction in workload.
- 19.1.4 Except for the reduction in salary, corresponding to reduced load, the District will provide the faculty on reduced load the same benefits provided a regular full-time (100%) academic member.
- 19.1.5 The District and the faculty member shall agree to make contributions to the State Teachers Retirement System equal to the amount required of a full-time (100%) instructor.
- 19.1.6 The minimum reduced load shall be the equivalent of one-half (1/2) of the number of days of service required by the faculty's contract of employment during the final year of service as a full-time position.
- 19.1.7 A faculty member on the optional reduced load program upon mutual agreement with the District as a minimum shall work: a) 100% of one semester and 0% of the other; b) 50% each semester; or c) any assignment that will average 50% or more for two (2) semesters of the academic year.
- 19.1.8 An applicant for the optional reduced load program must apply for the program no later than February 1 for the following academic year.
- 19.1.9 Faculty under this program may be granted intersession assignments as recommended by the department chair through the regular scheduling process described in Article 9.
- 19.1.10 Faculty members may only return to a regular full-time teaching position with the approval of the Board of Trustees.

## ARTICLE 20 : DISTANCE EDUCATION

- 20.1 Distance Education offers faculty and the District new and creative ways in which to deliver approved curriculum. While the District encourages the use of technology to provide alternative learning forums, no faculty member shall be required to teach a distance education course.
- 20.2 Distance education assignments shall be made in a manner consistent with Article 6, Faculty Assignment and Load. A distance education course shall be assigned a load factor on the same basis as if it were taught as a traditional course.
- 20.3 Faculty who develop a new distance education course shall receive 20% Reassigned time (or \$3000 stipend or equivalent hourly task assignment) upon the first offering of that course.
- 20.4 When a department chair and faculty member agree and the Curriculum Committee has approved an existing distance education course requiring substantial changes in the course content and/or delivery, the faculty member shall receive a \$1300 stipend for making the revision(s).
- 20.5 Participation in developing and or revising a distance education course is available to both full-time and part-time faculty members.
- 20.6 Distance Education Class Size:  
The class size maximums listed in Appendix H also apply to all distance education courses. Requests for review of maximum class size may be submitted by the Department Chair to the Vice President of Academic Affairs.
- 20.7 This Article shall apply to all distance education offered by Santa Monica College, whether offered as credit or non-credit instruction, and for student services provided remotely.
- 20.8 Experienced Distance Education faculty members selected to train another faculty member shall receive a stipend of \$2340 for 36 hours of training.

## ARTICLE 21 : BANKING OF ASSIGNED LOAD

- 21.1 As provided in Article 6.8.1, the standard full load for a full-time faculty member shall be 15 Lecture Hour Equivalents (LHE) per semester.

When the assigned load of a regular or contract faculty member differs from the standard LHE by more than 0.1 LHE, that difference shall be accumulated and carried forward from semester to semester. The cumulative difference from loads of standard LHE may be balanced by taking a smaller or larger load in subsequent semesters.

- 21.2 The cumulative negative difference at the end of the academic year may not exceed a negative 3.0 LHE.
- 21.3 Any full-time tenured or probationary faculty member may earn LHEs for his or her bank. The maximum to be earned in an academic year shall not exceed 12.0 LHE. The cumulative balance in a faculty bank shall not exceed 30 LHE. During any semester in which a faculty member's bank exceeds 30 LHE, the faculty member may not bank any additional hours until the next semester in which the faculty member's bank is equal to or less than 30 LHE. When a faculty member's bank reaches 24.0 LHE, the faculty member shall file an appropriate plan of how the bank will be used with the Vice President, Academic Affairs. When a faculty member's bank reaches or exceeds 30.0 LHE, the faculty member shall complete the Bank Usage Form found in Appendix M to identify how they intend to reduce their bank to 30.0 or fewer LHEs within four consecutive semesters. Nonfulfillment of the submitted plan will result in the Vice President, Academic Affairs directing an appropriate plan for compliance. An "appropriate plan" shall not include payment for banked LHEs without the faculty member's consent. By October 15 of each year, the District will give the Association a list of faculty who have submitted a plan or who have received a directed plan.
- 21.4 A faculty member may apply to redeem the accumulated LHEs in his or her bank. This may be done by taking a reduced assignment or no assignment during either fall or spring semester. Requests to redeem accumulated load through a reduced assignment must be approved by the Vice President, Academic Affairs and filed with the Office of Human Resources. If the number of redemption requests exceeds ten in a semester, or if the Vice President, Academic Affairs determines that multiple requests from a department would have negative impact on the instructional program, the Vice President, Academic Affairs; Vice President, Human Resources; and the President of the Faculty Association or their designees shall confer. If agreement cannot be reached, the Vice President, Academic Affairs shall determine which ten (10) requests are approved for each fall and spring until all have been accommodated.
- 21.5 When a faculty member resigns or retires and the cumulative balance is positive, it will be balanced with a single payment at the faculty member's current overload rate for each LHE, or, if the cumulative difference is negative it will be balanced by a single deduction from the faculty member's salary check at the faculty member's current overload rate for each LHE.

21.6 Each full-time faculty member who has a bank will receive accurate, up-to-date data regarding the balance in the bank each fall and spring semester. A copy of the complete report will be given to the Faculty Association at the same time.

## ARTICLE 22: DEPARTMENT CHAIRS, FACULTY CHAIRS, AND COORDINATORS

General provisions: Department chairs are selected in accordance with administrative regulations. Duties and responsibilities for department chairs are included in Appendix Q of this contract. Other leaders of student service departments are called Coordinators. 100% of their assignment involves student service department leadership and coordination.

The effective dates of various provisions of this article are as noted in the appropriate section.

### 22.1 Department Chairs:

Department chair compensation will include two components: 1) Reassigned time during the regular semesters; 2) Higher compensation based on the department in which a chair serves and a 40 week calendar of responsibilities.

#### 22.1.1 Reassigned time:

Department chairs shall receive reassigned time (defined in 6.18), as shown in Table 1 below, based on the size and complexity of the department. Additional reassigned time may be granted at the discretion of the appropriate vice president and with immediate written notice to the Faculty Association.

The allowed reassigned time may be taken over a single year with unequal amounts taken in fall and spring semesters. All allowed reassigned time must be used.

With the permission of the appropriate Vice President, department chairs may request additional reassigned time in lieu of direct compensation. Such reassigned time may only be taken in discrete 3.0 LHE amounts and results in a corresponding reduction of one step placement on the Department Chair Salary Schedule for every 3.0 LHE approved.

All chairs of instructional departments may exercise the option of transferring up to 3 LHE of reassigned time to another tenured or probationary faculty member (with the approval of the appropriate vice president) in the department for assistance with departmental duties. The reassigned time granted to the Design Technology department includes 3 LHE for the assistant to the chair and shall only be used for that purpose. The reassigned time granted to the English department and the Mathematics department includes 6 LHE for an assistant to the chair and shall only be used for that purpose. This 6 LHE may be used for either two assistants with 3 LHE each or one assistant with 6 LHE. The chairs of the Mathematics Department and the English Department have the option of transferring more than 6 LHE to one or more assistant(s) to the chair. The reassigned time granted to the ESL Department includes 3 LHE for assistant to the chair and shall be used for that purpose including the non-credit ESL



program. The reassigned time granted to the Health Sciences Department includes 3 LHE for an assistant to the chair who shall teach in a discipline different to that of the chair. Duties of assistants to the chair shall be assigned by the department chair as needed to assist the chair with the duties listed in Appendix Q.

Each department chair will be awarded an additional 3 LHE of reassigned time to coordinate the preparation of the department’s program review self-study. This reassigned time may be taken at any time up to two semesters prior to the department’s scheduled program review date. With the approval of the Vice President of Academic Affairs, the department chair may choose to transfer the reassigned time to one or more faculty members in their department. The chair shall notify the appropriate Vice President of their reassigned time usage plan in a timely manner. This additional reassigned time may not be deferred to be used for other purposes. For the purposes of this article “reassigned time” is understood to include any kind of task assignment as described in Article 6.18.

Chairs with departments which will be moved to a newly constructed building shall receive an additional 3.0 LHE reassigned time, which may be taken in either the semester prior to the building opening for classes or the first semester that the building is open.

Incoming chairs, elected and appointed as per Administrative Regulations, shall receive 3.0 LHE reassigned time in the Spring semester prior to becoming chair to enable them to shadow the current chair and to prepare for their role as chair.

Because of reassigned time requirements, department chairs may not be assigned to hourly rate overload classes which start prior to 3:00 pm, except with the permission of the Vice President, Academic Affairs.

Effective Fall 2022, reassigned time to each department will be granted as follows:

**Table 1**

<b>Department</b>	<b>Reassigned Time</b>
Art	9.0 LHE
Business	10.5 LHE
CSIS	7.5 LHE
Communication and Media Studies	9.0 LHE
Counseling	10.5 LHE

Cosmetology	6.0 LHE
Dance	6.0 LHE
Design Technology	9.0 LHE
Earth Science	6.0 LHE
Education	6.0 LHE
English	18.0 LHE
ESL	9.0 LHE
Health Sciences	9.0 LHE
History	6.0 LHE
Kinesiology & Athletics	7.5 LHE
Library	7.5 LHE
Life Sciences	9.0 LHE
Mathematics	18.0 LHE
Modern Languages	7.5 LHE
Music	7.5 LHE
Philosophy & Social Sciences	9.0 LHE
Photo & Fashion	6.0 LHE
Physical Sciences	9.0 LHE
Psychology	6.0 LHE
Theatre Arts	6.0 LHE

22.1.2 Department Chair Calendar and Compensation:

Department chairs will have a 205 day assignment (175 days in the semester calendar, plus 6 weeks, at 30 hours per week, between semesters), for which they shall be paid 115% of the standard salary schedule. Only department chair duties will be required during the intersession. Six additional weeks (30 hours per week) may also be scheduled, compensated at an additional 15% of base pay.

In addition, teaching assignments may be scheduled during intersessions, with the approval of the appropriate administrator. Teaching assignments will be at the hourly

rate of pay, unless the department chair chooses to forgo the optional six additional weeks of assignment as department chair. In that case, up to 0.5 of an intersession FTE for the teaching assignment will be paid at the contract rate (per provisions of Article 9.4.3). Any additional teaching assignment will be paid at the hourly rate. If a department chair chooses not to perform the duties of the chair for the optional six weeks, another faculty member will serve in that position. The faculty member who performs the duties shall receive 15% of their base pay and schedule 30 hours per week for 6 weeks. Compensation for the faculty member acting as chair will be in compliance with Article 9; no additional stipend will be paid.

22.1.3 Department Chair Salary Schedule Placement:

Placement on the Department Chair Salary Schedule (Appendix A-4) shall be determined as follows:

(i) Group placement shall be the same as the chair’s Group placement on the Probationary and Tenured Faculty Salary Schedule (Appendix A-1).

(ii) Step placement shall be calculated as follows:

***Appendix A-4 Chair Step = [2 \* (Appendix A-1 Faculty Step) - 1] + Department Chair Step Shift***

where the Department Chair Step Shift is found in Table 2 below.

**Table 2**

<b>Department</b>	<b>Step Shift</b>
Cosmetology, Dance, ECE, Photo & Fashion	6
Earth Science, ESL, Health Sciences, History, Kinesiology, Psychology, Theatre Arts	7
Art, CSIS, Design Tech, Library, Modern Language, Music, Philosophy & SS	8
Life Sciences, Physical Sciences	9
Comm & Media	10
Business, Counseling, Mathematics	11
None	12
English	13

For example: Professor X would have been on Step 15 of Appendix A-1 as a regular tenured faculty member, but is appointed as chair of the Music Department (Step Shift = 8). On the Department Chair Salary Schedule they will be placed on:

$$\text{Appendix A-4 Chair Step} = [2 * 15 - 1] + 8 = \text{Step 37}$$

Step placement in successive years shall be determined by first determining the faculty member's placement on the Probationary and Tenured Salary Schedule (Appendix A-1), then using the rule above.

Chairs shall have the option to receive 3.0 LHE of reassigned time in lieu of one step shift.

22.2 100% Coordinators:

Effective Fall 2022, Coordinators of Psychological Services and Disabled Student Services will receive the following compensation, in addition to their regular pay, and are subject to the following:

22.2.1 A 205 day calendar for full time responsibilities between semesters (175 days in regular semesters and 30 days between semesters), for an increased salary amount of 15% over regular faculty base pay. (See Coordinator salary schedule, Appendix A-5.) An optional 6 weeks (20 hours per week) in winter performing coordinator duties shall be paid at 10% of base pay. If a coordinator chooses to perform the duties of coordinator for less than the full six weeks, they shall receive an appropriate pro-rata share of the winter compensation. Another faculty member will serve in the position of coordinator for the remainder of the intersession, receiving the appropriate pro-rata share of 10% of their base pay. Compensation for the faculty member acting as coordinator will be in compliance with Article 9; no additional stipend will be paid.

22.2.2 Placement on the Coordinator Salary Schedule (Appendix A-5) at a step that is three (3) steps greater than where they would have been placed on the Probationary and Tenured Faculty Salary Schedule (Appendix A-1).

22.3 This Article will be reopened if the District requests the removal of a Department Chair position from the Unit, or a new Department Chair position is added to the unit, or there are unusual changes in the size of a department (i.e. number of WTH).

22.4 The Faculty Association agrees that Administrative Regulation 3122 may be amended to add Department Chairs to the list of "responsible employees" who have responsibility for reporting allegations of sexual misconduct to the District's Title IX Coordinator. The District shall provide training to department chairs on their responsibilities under Title IX.

## **ARTICLE 23 : PERSONAL SAFETY**

### **23.1 Interpersonal Safety of Faculty Members with Respect to Students**

23.1.1 Faculty members may remove a student from class for violations of the rules of student conduct delineated in Board Policy and Administrative Regulations related to students. Faculty members must report incidents in writing immediately to the College Disciplinarian using the Faculty Report of Student Conduct Violation Form. The College Disciplinarian will respond within one business day in writing to the faculty member in any case in which the instructor feels that his or her physical safety, or the physical safety of other students in the class is threatened by the individual who has been removed from class. A faculty member may request that the College Disciplinarian impose an interim suspension under Board Policy and Administrative Regulations. It will be the responsibility of the College Disciplinarian to determine the appropriate action.

23.1.2 Faculty members should file a police report when a student is removed from class for having become violent or threatened violence.

### **23.2 Interpersonal Safety of Faculty Members with Respect to Other College Employees**

23.2.1 Should a conflict arise between employees of the District, which is detrimental to the performance of the employee's respective duties to the District, the District will provide impartial dispute resolution service to provide mediation between the parties, if both parties request it. Participation in and outcomes of such resolutions shall not be subject to grievance procedures under this Agreement.

## ARTICLE 24 : TEAM TEACHING

- 24.1 Definition: Team teaching is a pedagogical technique that includes two or more faculty members providing instruction in one or more sections through collaboration. Team teaching may also include integration of disciplines.
- 24.2 After consultation with the department chair, the Vice President, Academic Affairs or designee shall have final responsibility for approving a faculty request for team teaching.
- 24.3 Compensation for team teaching has the following components:
- 24.3.1 Actual classroom LHE which will be determined at the time the assignment is made.
- 24.3.2 Credit for team teaching shall be 50% of the original class LHE divided between the faculty involved in team teaching. Full-time faculty who team teach in an approved team teaching assignment may choose to receive designated load increment or a \$1250 stipend.
- 24.3.3 For part-time faculty who teach in an approved team teaching assignment, credit for team teaching will be paid as a stipend of \$1250.
- 24.4 Following are two examples of team teaching compensation:
- 24.4.1 Example #1 History 10, 3 units/LHE (team teaching, 3 instructors each responsible for 1/3 of the course and present in the class 1/3 of the class times)  
Instructor A: 1 LHE +.5 LHE (team teaching)  
Instructor B: 1 LHE + .5 LHE (team teaching)  
Instructor C: 1 LHE + .5 LHE (team teaching)  
1.5 LHE per instructor per class, 4.5 LHE total
- 24.4.2 Example # 2 Philosophy 1, 3 units/LHE (team teaching, 2 instructors each responsible for ½ of the course and present in the class ½ of the class times)  
Instructor A: 1.5 LHE + .75 LHE (team teaching credit)  
Instructor B: 1.5 LHE + .75 LHE (team teaching credit)  
2.25 LHE per instructor per class, 4.5 LHE total.
- 24.5 Following are existing team teaching contracts, which shall remain in effect.
- 24.5.1 Team teaching credit for Biol 21, 22, 23 is set at 2.5 LHE.
- 24.5.2 Team teaching credit for Physical Science Department NMR Lab is 0.5 LHE per section in Chem 21 and 1.5 LHE in Chem 24.
- 24.5.3 Team Teaching credit up to 1.5 LHE is assigned for Nursing Lecture.
- 24.6 By the sixth week of each semester or intersession, the District shall notify the Faculty Association of departmental team teaching requests and all approved team teaching assignments.

## ARTICLE 25 : PART-TIME RETIREMENT

25.1 For part-time faculty who do not belong to a public retirement system, enrollment in one of the following retirement programs is mandatory.

25.1.1 STRS (State Teacher's Retirement System) Defined Benefits plan: a state mandated program; or

25.1.2 STRS (State Teacher's Retirement System) Cash Balance Plan: Effective spring 2007, District shall offer STRS Cash Balance Plan as a retirement option to part-time faculty. Eligibility shall be as determined by STRS.

The STRS Cash Balance Plan requires contributions from the part-time faculty member and from the District. The parties agree that the total contribution shall be 8% of the gross salary, which reflects the minimum contribution by STRS regulation. 4% is to be contributed by the part-time faculty member and 4% to be contributed by the District. The Cash Balance participants have an immediate vested right to their contribution and the employer's contribution. The Cash Balance plan is portable between the different Districts that offer it. Benefits shall be available to employee upon retirement, disability, or termination of employment; or

25.1.3 Social Security: Effective on September 1, 2012, the District shall offer a federal Social Security option. Implementation of this plan shall be pursuant to Education Code Section 26400.

25.2 Since a part-time faculty is subject to OBRA 90 (Omnibus Budget Reconciliation Act of 1990) upon employment, a new part-time faculty shall select among the retirement plan options prior to or upon the beginning date of employment.

25.2.1 After the initial selection, the part-time faculty may make a change to another available plan subject to existing statute and government regulations. The office of Human Resources will provide the part-time faculty member with information as to each of the retirement options.

25.3 Part-time faculty who have retired from STRS or PERS are not required by law to be enrolled in a retirement plan. Part-time faculty who have retired from Social Security and are enrolled in Social Security through the District will continue paying into Social Security on any earnings they have from the District.

25.4 For part-time faculty who are members of STRS Defined Benefit plan; the District and the Faculty Association agree that in accordance with Education Code Section 22138.5(c) (5) for purpose of reporting STRS creditable service, the full-time equivalent (FTE) is defined as the number of days or hours of creditable service a person employed on a part-time basis would be required to perform in a school year if he or she was working full time in that position. Effective as of the

date of ratification of the 2004-2007 faculty contract, the parties agree to the following full time equivalencies:

25.4.1 For teaching faculty:  $FTE = (540 / \text{Load factor for assignment}) \text{ hours}$

For non-teaching faculty:  $FTE = 1080 \text{ hours}$

25.4.2 For part-time faculty who are members of STRS DB plan;

Service credit is equal to:  $\text{Actual Earning} / \text{Earnable Compensation}$

25.4.3 Earnable Compensation is equal to:  $\text{Hourly rate} \times FTE \text{ (as defined above)}$

25.4.4 The hourly rate for part-time faculty teaching a load factor one class shall be calculated by dividing by 18 the amount in the appropriate cell of the faculty member's group and step placement on the appendix B-2 salary schedule.

25.5 Retroactive service credit calculation: STRS Employer Information Circular, Volume 17, Issue 9 (November 13, 2001) instructs Districts regarding their obligation to comply with the new FTE calculation standards for part-time faculty and to submit adjustment for past miscalculation.

In accordance with STRS Employer Information Circular Volume 17, Issue 9, the District agrees to the following course of action:

25.5.1 All faculty members who have worked part-time between July 1, 1996 and the ratification date of the 2004-2007 faculty contract, including those who have retired since July 1, 1996, shall have their service credit calculations adjusted. All adjustments, recalculations, and other similar reports sent to the STRS shall be copied to faculty members.

25.5.2 The Faculty Association and the District shall establish an ad hoc task force to develop an implementation plan to ensure correct service credit reporting for part-time faculty. The implementation shall begin by January 1, 2007, and top priority will be given to those part-time faculty members who are age 62 or older or who have already retired. By July 2007, the District will report to the Faculty Association on the progress that has been made toward the goal of completing at least the top priority.



## ARTICLE 26 : INTELLECTUAL PROPERTY

### 26.1 Purpose and Scope

The understandings regarding Intellectual Property that are set forth in this Article are intended to:

- (a) encourage faculty to engage in the production of scholarly works, creative publications, and technology-based materials;
- (b) promote the right of faculty members to benefit from their scholarly work; and
- (c) avoid copyright disputes by facilitating advance agreement between faculty members and the District regarding ownership and use of such works.

### 26.2 Copyright Definitions

26.2.1 *Commissioned Works* are defined and directed by the District for a specific District purpose. Faculty members' contributions to such work are outside their normal duties, and are specified in advance by written agreement. The District shall pay additional compensation for these added duties. For example, consider the case of Molly the Math Teacher. Through a written project agreement, she is hired by the District to prepare a novel computer program which teaches mathematical concepts to her students in her math class. All materials specified in the agreed-upon project proposal shall be considered to be "Commissioned Works."

26.2.2 *Institutional Works* are defined and directed by the District for a specific District purpose. For example, all materials produced by any District committee whose members include both faculty and District officials shall be considered to be "Institutional Works."

26.2.3 *Derivative Work* is a work based upon one or more preexisting works, such as a translation, musical arrangement, dramatization, fictionalization, motion picture, sound recording, art reproduction, abridgment, condensation, or any other form in which a work may be recast, transformed, or adopted. A work consisting of editorial revisions, annotations, elaborations or other modifications which, as a whole, represent an original work of authorship, is also a derivative work as defined here.

26.2.4 *Intellectual Property* means any work that is eligible for copyright, including, but not limited to, literary works, books, articles, dramatic and musical compositions, poetry, instructional material (e.g., syllabi, lectures, student exercises, multimedia programs, and tests), analysis (e.g., scientific, logical, opinion or criticism), works of art and design, including pictorial, graphic and sculptural works, photographs, films, audio and video recordings, computer-based programs and media (e.g., software or computed code in forms such as CD-ROM, video disk, compressed video, web-based material and the like),

original “mask works” (i.e., original images derived from semiconductor chip products), architectural and engineering drawings and choreography.

- 26.2.5 *Joint Work* is a work prepared by two or more authors with the intention that their contributions be merged into inseparable or interdependent parts of a unitary whole.
- 26.2.6 *License* is a contract in which a copyright owner grants to another permission to exercise one or more of the rights under the copyright.
- 26.2.7 *Personal Work* is intellectual property that is prepared outside the course and scope of District employment without the use of District resources. For example, consider the case of Patti the Professor who teaches Accounting in the Business Department. While employed by the District, she maintains a private accountancy business that advises clients from her home using no District-supported equipment or facilities. For her business, she creates a novel tax computation software program that she uses on behalf of her clients and charges them for this use. This software program shall be considered to be “Personal Work.”
- 26.2.8 *Royalty* is payment made to an owner of a copyright for the privilege of exercising a right under the copyright.
- 26.2.9 *Scholarly or Aesthetic Work* is intellectual property originated by a faculty member resulting from independent academic effort. Such works include, but are not limited to, faculty-prepared textbooks, lecture notes, syllabi, journal articles, review, and other course materials such as outlines, workbooks, presentations, and laboratory manuals, as well as literary, musical and artistic works, and periodicals or other serial publications. For example, consider the case of Paul the Professor who teaches Calculus in the Math Department. If while employed by the District, he creates lecture notes, outlines and workbooks for his student’s use in his courses taught at the College, his lecture notes, outlines and workbooks shall be considered to be “Scholarly Work.”
- 26.2.10 *Substantial Support* means financial support over and above the cost of the faculty member’s regular compensation, office space, office computer, local telephone use, minimal office supplies and copy services. Substantial support includes extra compensation or the assignment of reassigned time to create the work, the cost of providing secretarial, technical, legal or creative services specifically for the creation of the work, as well as the cost or value of the use of District equipment or facilities. Neither District-sponsored training, the use of an electronic learning management system (such as eCollege), nor compensation to a faculty member while on sabbatical, standing alone, constitutes substantial support as defined here.

### 26.3 Copyright Ownership

- 26.3.1 Scholarly/Aesthetic Works are the property of the faculty member and the copyright will be owned by the faculty member.
- 26.3.2 Institutional Works are the property of the District.

- 26.3.3 Commissioned Works are the property of the District, unless otherwise stated in a written agreement prepared before the project is initiated.
- 26.3.4 Personal Works are the property of the faculty member and the copyright will be owned by the faculty member.
- 26.3.5 When substantial support is provided by the District to aid a faculty's work, the faculty member and the District shall sign a written agreement prior to the initiation of the project stating that this work-for-hire may be owned by the District. This agreement shall also define the terms of the substantial support offered by the District, including but not limited to the extra compensation and/or the assignment of reassigned time to create the work. The faculty member may choose to retain the right to copyright the material, but shall reimburse the District for the reasonably assessed cost of the substantial support provided. In certain circumstances, the District and the faculty may agree to share the right to the copyrighted materials. This will be accomplished through a separate contract at the time the project is initiated. In the event that the parties cannot come to the terms of a written agreement, either party shall have the option of seeking mediation to promote a settlement. Should the parties fail to agree on a written agreement and both parties wish to execute the project then the rights of the parties shall be determined according to applicable law.
- 26.3.6 At the District's discretion, the District may seek the right to market any work(s) recognized as the property of a faculty member through a license that shall be agreed upon in writing, with consultation of the Faculty Association and the faculty member involved. In the event that the parties cannot come to the terms of a written agreement, either party shall have the option of seeking mediation to promote a settlement. The absence of any such signed agreements shall mean that the faculty member continues to be the sole copyright owner, rather than the District.
- 26.3.7 Before a faculty member makes substantial use of District facilities, equipment and resources to create a work, he/she shall seek approval from their Department Chair and/or Dean of Academic Affairs, as determined by the District. If the request is approved, the Dean of Academic Affairs and the faculty member, with consultation of the Faculty Association, if requested by the faculty member, shall enter into a signed agreement specifying the degree to which District facilities, equipment and resources will be permitted to be used.
- 26.3.8 With respect to current intellectual property created, generated or produced prior to the date of this signed contract, it is understood that the faculty member shall be the sole owner, rather than the District.
- 26.3.9 With respect to intellectual property deemed by this Article to be owned by a faculty member either individually or jointly (herein referred to as "owner"), the owner shall offer the District "fair use" of this property solely for the purposes of teaching and classroom use in regularly scheduled classes held by the District. This "fair use" exception shall be limited to the courses where the owner's participation has already

been scheduled and the owner becomes unable to complete the assignment. In the case of termination of employment, the owner retains all property rights.

26.4 Creation of Intellectual Property during paid sabbatical

26.4.1 Rights in connection with intellectual property created during a sabbatical leave shall be the subject of written agreement of the parties. In the event that the parties cannot come to the terms of a written agreement, either party shall have the option of seeking mediation to promote a settlement. Should the parties fail to agree on a written agreement and both parties wish to pursue the sabbatical project then in the absence of agreement, the rights of the parties shall be determined according to applicable law.

26.5 Grant funded work

26.5.1 Ownership and use of works stemming from grant-funded projects shall be subject to and determined by the terms of the grant. This provision shall not be deemed to create a beneficial interest for any Grantor.

26.6 Copyright registration

26.6.1 Responsibility for official registration of copyright will lie with the owner of the copyright. When the District and faculty member(s) share ownership, the District will be responsible for filing for registration of copyright for both parties.

26.7 Royalties and distribution rights

26.7.1 Unless mutual agreement is made to the contrary, the ownership of copyright determines royalty distribution as follows:

- (a) When faculty has full copyright ownership, they retain full royalty and distribution rights;
- (b) When the District has full copyright ownership, the District retains full royalty and distribution rights;
- (c) When the District and faculty member(s) share copyright ownership, all royalties and profits will be distributed to reimburse the copyright owners for documented expenses related to the creation and production of the materials. Any remaining royalties and profits will be distributed equally among the owners or according to a different percentage under the terms of a separate, written agreement.

26.8 Dispute resolution

26.8.1 Disputes between faculty members and the District concerning this Article shall be resolved pursuant to the grievance procedures, except that an arbitrator who is an expert in copyright law shall be chosen by the parties, unless the parties agree otherwise, or, if the parties are unable to agree on an arbitrator, chosen in accordance with the commercial arbitration rules of the American Arbitration Association.

## ARTICLE 27 : COMPUTER AND NETWORK

### 27.1 Purpose

27.1.1 This Article addresses the use of college computing facilities which are under the direction of Santa Monica College Information Technology (IT) department and its staff. The Santa Monica College District provides a wide array of college computing resources to staff, students and faculty. These resources are intended to advance the educational, scholarly, and service missions of the District. "College computing" means any use of college-owned or college-administered computing machinery (central servers, databases, websites, printers, microcomputers, and other types of peripheral equipment), software (programs and documentation) related to college administration, teaching, learning and research activities, and related facilities.

27.1.2 College computing resources are a limited and finite resource that each and every user needs to respect. Every user is expected to use the college computing resources in a manner which does not infringe upon use of those facilities by other people and which does not waste either "soft" resources (e.g., computer time) or "hard" resources (e.g., paper, disk space, documentation materials). The guidelines discussed here are intended to ensure that each user's right to privacy and fair use of the available resources is protected.

27.1.3 Users agree to read and abide by this article. The Vice President responsible for Information Technology is responsible for providing interpretation, which will be modified periodically in light of experience gained and legal and administrative developments that occur.

### 27.2 College Computing Resource Utilization

#### 27.2.1 Computer Accounts

Employees gain access to computer systems by being assigned an account on the college's computer network. Possession of an account may allow its owner to access various systems, databases, student records, websites, and use peripheral devices such as printers. Each employee is assigned an account for his/her use in their professional activities.

27.2.2 Users need to be responsible for choosing passwords that are not easily deduced by others. On a regular basis and in accordance with the current security practices of the computing industry, IT staff may require users to change their passwords. Voluntary, unauthorized disclosure of a user password may result in the suspension, revocation and/or denial of computing privileges.

### 27.3 Computer Security and Privacy

27.3.1 The District and the IT staff will seek to maintain system security, but users should not assume that their accounts or the files or information they store on or their use of District-owned or District-administered computers will remain private. Users should not assume their email messages are private communications, nor that their use of college computing resources will not be monitored as part of the District's routine operations. As all electronic mail is a form of public record, users should have no expectation of privacy in their use of electronic mail, as the IT department may regularly choose to inspect, disclose, retain or dispose of electronic correspondence as part of the District's routine operations.

27.3.2 The IT department will make reasonable efforts to maintain the security of account names, numbers, passwords, directories and files. However, no computer system is completely secure. Even with all the safeguards taken by the District to control privacy and security, it may still be possible for some user to gain access to another user's accounts through actions or accidents beyond any reasonable control. As a result, each user must take full advantage of password and file protection security mechanisms provided by their computer and its operating system.

27.3.3 As part of its necessary routine operations, the District may gain access to network accounts and other computing services it makes directly or indirectly available to the campus community. Security violations will be reported to the Vice President responsible for Information Technology or designee. All other information will be treated as confidential, except as otherwise required by this article or by law.

27.3.4 Users will relinquish access to computing and network resources upon permanent separation from the District. The Vice President of Human Resources or designee is responsible for requesting IT to move needed files off separated employees' accounts and District owned or administered computers.

27.3.5 Upon separation, the District may destroy information left on computers/network accounts. The District reserves the right to retain any information left on computers/network.

### 27.4 Appropriate and Inappropriate Use

27.4.1 It is impossible to provide an exhaustive definition of inappropriate computer use, or a complete set of examples to cover every conceivable situation. Rather, two general criteria shall be considered in determining "appropriate use." Namely,

- (1) computer use should be consistent with the mission of the College;
- (2) computer use should respect the rights of other computer users and recognize the limited, finite resource that the college computing resources supply to the College.

27.4.2 Users who have questions about which computer uses are appropriate and which are not should inquire about their intended use by contacting the IT department staff.

27.4.3 Clearly, the following situations shall be construed by all of the campus community as an inappropriate use of college computing resources:

- (1) Users shall not interfere with system security, performance, or another user's use of the system;
- (2) Networks accounts are for designated authorized users only. Users shall not disclose their passwords or lend their account to any other individual, apart from IT staff;
- (3) Users shall not gain access to accounts, files, passwords or resources intentionally and without authorization of the account holder;
- (4) Users shall not use college computing resources for non-District fundraising, commercial purposes or personal financial gain;
- (5) Users may not intentionally send email, or develop other electronic information inaccurately attributed to another person;
- (6) Users shall not use college computing resources for any activities which violate state, municipal or federal laws. Computing resources may not be used to intimidate, threaten or harass individuals, or violate the college's policies. Such activities include, but are not limited to, using computing resources to store, print, or send obscene, slanderous, or threatening messages.

## 27.5 Personal Responsibility

27.5.1 Users may use their computers and network accounts for non-District matters except as otherwise prohibited by this article or other District policy, or where such use unreasonably interferes with system performance/operations or professional responsibilities.

27.5.2 Users are responsible for use of computers and network accounts provided to them by the District, including backup of files on their District provided computers and password maintenance.

27.5.3 Users are responsible for logging off and for protecting their private account.

27.5.4 As a representative of the District, users must accept personal responsibility for reporting any misuse of the network to relevant IT staff. This includes, but is not limited to, users who suspect that their District-provided computers or network accounts have been accessed without their permission. These users are expected to change their password as soon as it is reasonably possible to do so and to report the suspected activity to relevant IT staff.

## 27.6 Suspensions and Revocations

### 27.6.1 Emergency and Exceptional Circumstances

When the Vice President of Information Technology or designee determines that an emergency situation exists that threatens the security or integrity of the college's computing resources, the college may temporarily suspend a user's computing privileges

and take all the necessary steps to ensure the integrity of the system. The Vice President of Information Technology or designee shall immediately make a good faith effort to contact all the users involved. Computer privileges suspended pursuant to this provision will be restored as soon as the emergency situation has been addressed. When the decision to suspend computing privileges is made, the users in question may request to meet and discuss the issues involved and the meeting shall be granted within ten business days.

#### 27.6.2 Non- Emergency Circumstances

Users understand that violations of this Article may result in suspension or termination of computer, network account and other access. When the decision to revoke computing privileges is made, the user in question may request to meet and discuss the issues involved within 10 business days. No action to suspend or terminate computer, network account and other access for non-emergency violations shall be taken before a meeting.

#### 27.7 Disciplinary Action

Any disciplinary action related to alleged violation of these guidelines shall be taken pursuant to relevant Education Code provisions for discipline.



## ARTICLE 28 : EMPLOYEE RIGHTS

### 28.1 Personnel Files:

An employee's personnel file shall be maintained by the Human Resources Office.

A faculty member shall have the right to examine all materials contained in their personnel file. Each personnel file shall contain a log of persons who have examined the personnel file, except routine clerical transactions. Information of a derogatory nature shall not be entered into an employee's personnel record (file) unless and until the employee is given notice and an opportunity to review and comment on that information. The employee shall have the right to enter, and have attached to any derogatory statement, his or her own comments.

Nothing in this section shall entitle an employee to review ratings, reports, or records that (A) were obtained prior to the employment of the person involved, (B) were prepared by identifiable examination committee members, or (C) were obtained in connection with a promotional examination.

This section is intended to be declaratory of the existing provisions under Education Code Section 87031 as it now exists, or as it may be amended by the Legislature.

Access to faculty member personnel files shall be limited to authorized administrators, authorized staff of the Office of Human Resources and to the faculty member's immediate supervisor. Any information contained in a faculty member's personnel file which does not constitute a public document under the public records act, shall not be released to anyone, other than those authorized above, without first notifying the faculty member, except when such information is requested pursuant to a subpoena.

The District shall not base any punitive action against a faculty member upon materials which are not contained in the faculty member's personnel file, and which were not placed in the employee's file on a contemporaneous basis. For purposes of this section "materials" means any written document prepared by any District administrator and any written document prepared by any employee or student and such document is the District's possession.

### 28.2 Weingarten Rights: An employee who is subject to an investigatory interview which he or she reasonably believes might lead to his or her being disciplined has the right to request Faculty Association representation.

## **ARTICLE 29 : ACADEMIC FREEDOM**

- 29.1 Faculty shall have academic freedom in performing their professional responsibilities. An alleged violation of this Article is subject to the Level 1 and Level 2 grievance procedure set forth in Article 12 but shall not be subject to the Level 3 Arbitration provisions of Article 12. This will not limit the right of the affected employee to personally pursue this matter in a court of competent jurisdiction.

### **ARTICLE 30 : SCOPE OF AGREEMENT**

- 30.1 This Agreement shall constitute the full and complete commitment between both Parties.
- 30.2 During the term of this Agreement, the District shall consult with the Association prior to taking any action to adopt a policy or procedure within the scope of the Act. The Association expressly waives the right to negotiate and agrees that the District shall not be obligated to negotiate with respect to any subject not covered in this Agreement.
- 30.3 The Parties agree to limit the scope of this Agreement so that the District may continue the past practice of conferring with the Santa Monica College Academic Senate on matters now included in the Act and not covered by this Agreement. In addition, this Agreement may explicitly direct the District to confer with the Academic Senate. Prior to any consultation with the Academic Senate on matters within the scope of bargaining, the District shall notify the Association of the topic(s) to be discussed with the Academic Senate.
- 30.4 No item included in this Agreement shall be altered, changed, added to, deleted from, or modified except through the voluntary and mutual consent of the Parties in a written and signed amendment to this Agreement.
- 30.5 This agreement may be reopened for amendments to the contract at such time as the study committees have reached agreement and made recommendations to the District and the Association.

### **ARTICLE 31 : SAVINGS PROVISION**

- 31.1 If any provisions of this Agreement are held to be contrary to law by the court of law, such provisions shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions of the Agreement shall continue in full force and effect.
- 31.2 If any provision of this Agreement is in conflict with any Federal or State laws, regulations or Executive Orders, then those provisions of law or rules shall prevail. All other provisions or applications of this Agreement shall remain in full force and effect.
- 31.3 When the Agreement requires action by a stated administrative position, it is understood that the title for the position may be changed without amending the Agreement.

**APPENDIX A-1 : PROBATIONARY AND TENURED FACULTY SALARY SCHEDULE**

*Effective August 23, 2022 - Year 1*

<b>Step</b>	<b>GRP1</b>	<b>GRP2</b>	<b>GRP3</b>	<b>GRP4</b>	<b>GRP5</b>	<b>GRP6</b>	<b>GRP7</b>
1	59,673	63,272	66,872	70,468	74,069	77,668	81,432
2	62,383	65,980	69,584	73,182	76,777	80,378	84,143
3	65,093	68,693	72,288	75,892	79,490	83,091	86,854
4	67,803	71,402	75,004	78,601	82,200	85,801	89,563
5	70,514	74,114	77,715	81,310	84,912	88,509	92,273
6	73,223	76,825	80,422	84,022	87,622	91,220	94,984
7	75,936	79,534	83,132	86,732	90,334	93,930	97,696
8	87,214	90,810	94,409	98,011	101,607	105,207	108,971
9	89,922	93,522	97,122	100,720	104,316	107,921	111,683
10	92,632	96,229	99,830	103,429	107,030	110,628	114,395
11	95,342	98,944	102,540	106,139	109,739	113,338	117,102
12	98,049	101,652	105,253	108,850	112,448	116,049	119,814
13	100,763	104,360	107,959	111,561	115,160	118,759	122,519
14	103,474	107,074	110,673	114,270	117,872	121,470	125,233
15	106,184	109,784	113,386	116,981	120,580	124,180	127,946
16	108,894	112,494	116,093	119,694	123,292	126,891	130,653
17	111,606	115,206	118,804	122,401	126,003	129,602	133,365
18	114,318	117,917	121,518	125,111	128,709	132,309	136,074
19	117,027	120,629	124,229	127,823	131,422	135,018	138,782
20	119,742	123,340	126,938	130,534	134,135	137,730	141,498
21	122,453	126,050	129,651	133,241	136,848	140,443	144,211
22	125,165	128,763	132,361	135,949	139,560	143,154	146,923
23	127,877	131,476	135,073	138,656	142,271	145,867	149,635
24	130,589	134,189	137,783	141,363	144,983	148,578	152,347
25	133,301	136,902	140,493	144,070	147,695	151,291	155,059
26	136,013	139,615	143,203	146,778	150,408	154,002	157,770
27	138,726	142,327	145,914	149,486	153,120	156,713	160,482
28	141,438	145,040	148,624	152,195	155,833	159,425	163,193
29	144,150	147,752	151,334	154,903	158,545	162,136	165,905
30	146,863	150,464	154,045	157,611	161,258	164,847	168,616

*\*Steps 23 through 30 are accessible to the SMC Academic Senate and Faculty Association Presidents, as described in Articles 6.22 and 3.8.1*

1. A person possessing a doctorate shall be placed in Group VII.
2. Verification of qualifications must be presented to the Human Resources Office no later than the start of the teaching assignment.
3. Educational and experience verification shall be presented to the Human Resources Office no later than the following dates, or salary shall reflect only that information received:

September 15 if employed for fall	February 28 if employed for spring
June 30 if employed for summer	January 5 if employed for winter

Long-Term Substitutes for Probationary and Tenured Faculty: Appropriate place on the salary schedule

**APPENDIX A-4A : TENURED FACULTY : DEPARTMENT CHAIRS SALARY SCHEDULE - WITH SUMMER  
Effective Fall 2022 - Year 1**

**Pink Boxes: Invalid for chairs as they must be tenured: minimum of Step 9 on Appendix A1**

<b>A1 Step</b>	<b>Chair Step</b>	<b>Group I</b>	<b>Group II</b>	<b>Group III</b>	<b>Group IV</b>	<b>Group V</b>	<b>Group VI</b>	<b>Group VII</b>
1	1	68,624	72,763	76,903	81,038	85,179	89,318	93,647
	2	70,181	74,321	78,461	82,599	86,736	90,876	95,206
2	3	71,740	75,877	80,022	84,159	88,294	92,435	96,764
	4	73,299	77,436	81,578	85,716	89,854	93,994	98,323
3	5	74,857	78,997	83,131	87,276	91,414	95,555	99,882
	6	76,415	80,553	84,693	88,834	92,972	97,112	101,439
4	7	77,973	82,112	86,255	90,391	94,530	98,671	102,997
	8	79,532	83,672	87,813	91,949	96,089	100,229	104,556
5	9	81,091	85,231	89,372	93,507	97,649	101,785	106,114
	10	82,651	86,789	90,929	95,067	99,208	103,345	107,672
6	11	84,206	88,349	92,485	96,625	100,765	104,903	109,232
	12	85,767	89,908	94,044	98,184	102,326	106,462	110,793
7	13	87,326	91,464	95,602	99,742	103,884	108,020	112,350
	14	93,811	97,948	102,086	106,228	110,368	114,504	118,834
8	15	100,296	104,432	108,570	112,713	116,848	120,988	125,317
	16	101,852	105,991	110,131	114,269	118,406	122,547	126,876
9	17	103,410	107,550	111,690	115,828	119,963	124,109	128,435
	18	104,969	109,107	113,247	117,386	121,525	125,666	129,994
10	19	106,527	110,663	114,805	118,943	123,085	127,222	131,554
	20	108,086	112,225	116,365	120,502	124,644	128,782	133,111
11	21	109,643	113,786	117,921	122,060	126,200	130,339	134,667
	22	111,202	115,344	119,482	123,619	127,758	131,898	136,228
12	23	112,756	116,900	121,041	125,178	129,315	133,456	137,786
	24	114,318	118,459	122,597	126,738	130,876	135,017	139,343
13	25	115,877	120,014	124,153	128,295	132,434	136,573	140,897
	26	117,437	121,576	125,715	129,853	133,993	138,131	142,459
14	27	118,995	123,135	127,274	131,411	135,553	139,691	144,018
	28	120,553	124,695	128,833	132,969	137,111	141,248	145,579
15	29	122,112	126,252	130,394	134,528	138,667	142,807	147,138
	30	123,669	127,810	131,950	136,088	140,226	144,366	148,695
16	31	125,228	129,368	133,507	137,648	141,786	145,925	150,251

	<b>32</b>	126,789	130,926	135,066	139,204	143,345	147,483	151,809
<b>17</b>	<b>33</b>	128,347	132,487	136,625	140,761	144,903	149,042	153,370
	<b>34</b>	129,906	134,046	138,185	142,318	146,461	150,599	154,927
<b>18</b>	<b>35</b>	131,466	135,605	139,746	143,878	148,015	152,155	156,485
	<b>36</b>	133,024	137,164	141,304	145,439	149,576	153,714	158,043
<b>19</b>	<b>37</b>	134,581	138,723	142,863	146,996	151,135	155,271	159,599
	<b>38</b>	136,143	140,283	144,423	148,556	152,697	156,832	161,162
<b>20</b>	<b>39</b>	137,703	141,841	145,979	150,114	154,255	158,390	162,723
	<b>40</b>	139,263	143,400	147,539	151,671	155,816	159,950	164,284
<b>21</b>	<b>41</b>	140,821	144,958	149,099	153,227	157,375	161,509	165,843
	<b>42</b>	142,382	146,519	150,658	154,783	158,935	163,069	167,403
<b>22</b>	<b>43</b>	143,940	148,077	152,215	156,341	160,494	164,627	168,961
	<b>44</b>	145,499	149,639	153,776	157,896	162,052	166,187	170,522
	<b>45</b>	147,059	151,197	155,334	159,454	163,612	167,747	172,080
	<b>46</b>	148,619	152,759	156,891	161,012	165,171	169,304	173,640
	<b>47</b>	150,177	154,317	158,450	162,567	166,730	170,865	175,199
	<b>48</b>	151,736	155,877	160,010	164,125	168,290	172,424	176,757
	<b>49</b>	153,296	157,437	161,567	165,681	169,849	173,985	178,318
	<b>50</b>	154,854	158,998	163,126	167,239	171,409	175,542	179,876
	<b>51</b>	156,415	160,557	164,686	168,794	172,968	177,102	181,436
	<b>52</b>	157,973	162,117	166,244	170,352	174,526	178,662	182,995
	<b>53</b>	159,533	163,677	167,802	171,908	176,087	180,219	184,555
	<b>54</b>	161,092	165,238	169,362	173,465	177,646	181,779	186,114
	<b>55</b>	162,651	166,797	170,919	175,022	179,203	183,339	187,673
	<b>56</b>	164,211	168,357	172,478	176,578	180,764	184,898	189,233

<b>Step Shift</b>	<b>Departments</b>
<b>6</b>	Cosmetology, Dance, ECE, Photo & Fashion
<b>7</b>	Earth Science, ESL, Health Sciences, History, Kinesiology, Psychology, Theatre Arts
<b>8</b>	Art, CSIS, Design Tech, Library, Modern Language, Music, Philosophy & SS
<b>9</b>	Life Sciences, Physical Sciences
<b>10</b>	Comm Studies & Media
<b>11</b>	Business, Counseling, Mathematics
<b>12</b>	None
<b>13</b>	English



**APPENDIX A-4B : TENURED FACULTY : DEPARTMENT CHAIRS SALARY SCHEDULE - NO SUMMER  
Effective Fall 2022 - Year 1**

**Pink Boxes: Invalid for chairs (must be tenured: minimum of Step 9 on Sched 3)**

A1 Step	Chair Step	GRP1	GRP2	GRP3	GRP4	GRP5	GRP6	GRP7
1	1	59,673	63,272	66,872	70,468	74,069	77,668	81,432
	2	61,027	64,627	68,227	71,825	75,423	79,023	82,788
2	3	62,383	65,980	69,584	73,182	76,777	80,378	84,143
	4	63,738	67,336	70,937	74,536	78,134	81,734	85,498
3	5	65,093	68,693	72,288	75,892	79,490	83,091	86,854
	6	66,448	70,046	73,646	77,247	80,845	84,445	88,208
4	7	67,803	71,402	75,004	78,601	82,200	85,801	89,563
	8	69,158	72,758	76,359	79,956	83,556	87,156	90,918
5	9	70,514	74,114	77,715	81,310	84,912	88,509	92,273
	10	71,870	75,469	79,069	82,667	86,268	89,865	93,628
6	11	73,223	76,825	80,422	84,022	87,622	91,220	94,984
	12	74,580	78,181	81,777	85,377	88,979	92,576	96,342
7	13	75,936	79,534	83,132	86,732	90,334	93,930	97,696
	14	81,575	85,172	88,770	92,372	95,972	99,569	103,334
8	15	87,214	90,810	94,409	98,011	101,607	105,207	108,971
	16	88,567	92,166	95,766	99,364	102,962	106,563	110,327
9	17	89,922	93,522	97,122	100,720	104,316	107,921	111,683
	18	91,277	94,876	98,476	102,075	105,674	109,275	113,038
10	19	92,632	96,229	99,830	103,429	107,030	110,628	114,395
	20	93,988	97,587	101,187	104,784	108,386	111,984	115,749
11	21	95,342	98,944	102,540	106,139	109,739	113,338	117,102
	22	96,697	100,299	103,897	107,495	111,094	114,694	118,459
12	23	98,049	101,652	105,253	108,850	112,448	116,049	119,814
	24	99,407	103,008	106,606	110,207	113,805	117,406	121,168
13	25	100,763	104,360	107,959	111,561	115,160	118,759	122,519
	26	102,119	105,718	109,317	112,916	116,516	120,114	123,877
14	27	103,474	107,074	110,673	114,270	117,872	121,470	125,233
	28	104,829	108,430	112,029	115,625	119,227	122,824	126,590
15	29	106,184	109,784	113,386	116,981	120,580	124,180	127,946
	30	107,538	111,139	114,739	118,337	121,936	125,536	129,300
16	31	108,894	112,494	116,093	119,694	123,292	126,891	130,653
	32	110,251	113,849	117,449	121,047	124,648	128,246	132,008

<b>17</b>	<b>33</b>	111,606	115,206	118,804	122,401	126,003	129,602	133,365
	<b>34</b>	112,962	116,562	120,161	123,755	127,357	130,956	134,719
<b>18</b>	<b>35</b>	114,318	117,917	121,518	125,111	128,709	132,309	136,074
	<b>36</b>	115,673	119,273	122,873	126,469	130,066	133,664	137,429
<b>19</b>	<b>37</b>	117,027	120,629	124,229	127,823	131,422	135,018	138,782
	<b>38</b>	118,385	121,985	125,585	129,179	132,780	136,376	140,141
<b>20</b>	<b>39</b>	119,742	123,340	126,938	130,534	134,135	137,730	141,498
	<b>40</b>	121,098	124,696	128,295	131,888	135,492	139,087	142,856
<b>21</b>	<b>41</b>	122,453	126,050	129,651	133,241	136,848	140,443	144,211
	<b>42</b>	123,810	127,408	131,007	134,594	138,204	141,799	145,568
<b>22</b>	<b>43</b>	125,165	128,763	132,361	135,949	139,560	143,154	146,923
	<b>44</b>	126,521	130,121	133,718	137,301	140,915	144,510	148,280
	<b>45</b>	127,877	131,476	135,073	138,656	142,271	145,867	149,635
	<b>46</b>	129,234	132,834	136,427	140,010	143,627	147,221	150,991
	<b>47</b>	130,589	134,189	137,783	141,363	144,983	148,578	152,347
	<b>48</b>	131,944	135,545	139,139	142,717	146,339	149,934	153,702
	<b>49</b>	133,301	136,902	140,493	144,070	147,695	151,291	155,059
	<b>50</b>	134,656	138,259	141,849	145,425	149,051	152,645	156,414
	<b>51</b>	136,013	139,615	143,205	146,777	150,407	154,002	157,770
	<b>52</b>	137,368	140,971	144,560	148,132	151,762	155,358	159,126
	<b>53</b>	138,724	142,328	145,915	149,485	153,119	156,712	160,483
	<b>54</b>	140,080	143,685	147,271	150,839	154,475	158,069	161,838
	<b>55</b>	141,436	145,041	148,625	152,193	155,829	159,425	163,194
	<b>56</b>	142,792	146,397	149,981	153,546	157,186	160,781	164,550
	<b>57</b>	144,147	147,754	151,335	154,900	158,542	162,136	165,906
	<b>58</b>	145,504	149,110	152,692	156,253	159,898	163,493	167,261

<b>Step Shift</b>	<b>Departments</b>
<b>7</b>	Cosmetology, Dance, ECE, Photo & Fashion
<b>8</b>	Design Tech, Earth Sci, ESL, Health Science, History, Kin/Athl, Mod Language, Music, Philos & SS, Psychology, Theatre Arts
<b>9</b>	Art, CSIS, Library
<b>10</b>	Life Sciences, Physical Sciences
<b>11</b>	Comm Studies & Media
<b>13</b>	Business, Counseling, Mathematics
<b>15</b>	English

**APPENDIX A-5 : TENURED FACULTY : COORDINATORS SALARY SCHEDULE**

*Effective August 23, 2022 - Year 1*

<b>STEP</b>	<b>GRP1</b>	<b>GRP2</b>	<b>GRP3</b>	<b>GRP4</b>	<b>GRP5</b>	<b>GRP6</b>	<b>GRP7</b>
<b>1</b>	68,624	72,763	76,903	81,038	85,179	89,318	93,647
<b>2</b>	71,740	75,877	80,022	84,159	88,294	92,435	96,764
<b>3</b>	74,857	78,997	83,131	87,276	91,414	95,555	99,882
<b>4</b>	77,973	82,112	86,255	90,391	94,530	98,671	102,997
<b>5</b>	81,091	85,231	89,372	93,507	97,649	101,785	106,114
<b>6</b>	84,206	88,349	92,485	96,625	100,765	104,903	109,232
<b>7</b>	87,326	91,464	95,602	99,742	103,884	108,020	112,350
<b>8</b>	100,296	104,432	108,570	112,713	116,848	120,988	125,317
<b>9</b>	103,410	107,550	111,690	115,828	119,963	124,109	128,435
<b>10</b>	106,527	110,663	114,805	118,943	123,085	127,222	131,554
<b>11</b>	109,643	113,786	117,921	122,060	126,200	130,339	134,667
<b>12</b>	112,756	116,900	121,041	125,178	129,315	133,456	137,786
<b>13</b>	115,877	120,014	124,153	128,295	132,434	136,573	140,897
<b>14</b>	118,995	123,135	127,274	131,411	135,553	139,691	144,018
<b>15</b>	122,112	126,252	130,394	134,528	138,667	142,807	147,138
<b>16</b>	125,228	129,368	133,507	137,648	141,786	145,925	150,251
<b>17</b>	128,347	132,487	136,625	140,761	144,903	149,042	153,370
<b>18</b>	131,466	135,605	139,746	143,878	148,015	152,155	156,485
<b>19</b>	134,581	138,723	142,863	146,996	151,135	155,271	159,599
<b>20</b>	137,703	141,841	145,979	150,114	154,255	158,390	162,723
<b>21</b>	140,821	144,958	149,099	153,227	157,375	161,509	165,843
<b>22</b>	143,940	148,077	152,215	156,341	160,494	164,627	168,961
<b>23*</b>	147,059	151,197	155,334	159,454	163,612	167,747	172,080
<b>24*</b>	150,177	154,317	158,450	162,567	166,730	170,865	175,199
<b>25*</b>	153,296	157,437	161,567	165,681	169,849	173,985	178,318

(\* Steps 23, 24 & 25 are only accessible to coordinators who would have been on Step 20, 21 or 22 of the Probationary and Tenured Salary Schedule, A1.)

1. A person possessing a doctorate shall be placed in Group VII.
2. Verification of qualifications must be presented to the Human Resources Office no later than the start of the teaching assignment.
3. Educational and experience verification shall be presented to the Human Resources Office no later than the following dates, or salary shall reflect only that information received:

September 15 if employed for fall  
 February 28 if employed for spring  
 June 30 if employed for summer  
 January 5 if employed for winter

Long-Term Substitutes for Probationary and Tenured Faculty: Appropriate place on the salary schedule.

**APPENDIX A-6 : HOURLY SALARY SCHEDULES FOR REGULAR AND CONTRACT FACULTY  
(FULL-TIME FACULTY OVERLOAD SALARY SCHEDULE)**

*Effective August 23, 2022 - Year 1*

<b>Group I</b>	<b>Group II</b>	<b>Group III</b>	<b>Group IV</b>
Minimum: Training less than required for Group II or Group III.	Academic pattern faculty refer to Appendix C-1 Groups III & IV requirements. Vocational pattern faculty refer to Appendix C-2 Groups III & IV.	Academic pattern faculty refer to Appendix C-1 Groups V & VI requirements. Vocational pattern faculty refer to Appendix C-2 Groups V & VI.	Ph.D.

Faculty paid on the overload pay schedule must complete 24 overload LHEs for step movement.

GRADED

FOR REGULAR AND CONTRACT FACULTY OVERLOAD ASSIGNMENTS

<b>STEP</b>	<b>GRP1</b>	<b>GRP2</b>	<b>GRP3</b>	<b>GRP4</b>
<b>1</b>	73.25	75.48	77.67	79.06
<b>2</b>	74.77	76.94	79.06	80.52
<b>3</b>	76.13	78.33	80.52	81.97

GRADED - INTERSESSION

FOR REGULAR AND CONTRACT FACULTY OVERLOAD ASSIGNMENTS

<b>STEP</b>	<b>GRP1</b>	<b>GRP2</b>	<b>GRP3</b>	<b>GRP4</b>
<b>1</b>	75.54	77.84	80.10	81.52
<b>2</b>	77.13	79.36	81.52	83.03
<b>3</b>	78.51	80.79	83.03	84.54

UNGRADED

FOR REGULAR AND CONTRACT FACULTY OVERLOAD ASSIGNMENTS

<b>STEP</b>	<b>GRP1</b>	<b>GRP2</b>	<b>GRP3</b>	<b>GRP4</b>
<b>1</b>	71.52	72.75	73.98	75.25
<b>2</b>	72.08	73.35	74.60	75.82
<b>3</b>	72.75	73.98	75.25	76.49

**APPENDIX B-1 : PART-TIME FACULTY SALARY SCHEDULE - ALL LOAD FACTORS**

*Semester Compensation per LHE of assignment*

**FALL/SPRING**

*Effective August 23, 2022 - Year 1*

<b>Step</b>	<b>GRP1</b>	<b>GRP2</b>	<b>GRP3</b>	<b>GRP4</b>	<b>GRP5</b>	<b>GRP6</b>	<b>GRP7</b>
<b>1</b>	1,690	1,793	1,895	1,997	2,098	2,201	2,307
<b>2</b>	1,767	1,869	1,972	2,074	2,175	2,277	2,384
<b>3</b>	1,844	1,946	2,048	2,151	2,252	2,355	2,460
<b>4</b>	1,922	2,023	2,125	2,227	2,329	2,432	2,538
<b>5</b>	1,998	2,099	2,202	2,304	2,405	2,507	2,615
<b>6</b>	2,075	2,176	2,278	2,381	2,482	2,584	2,692
<b>7</b>	2,152	2,253	2,356	2,457	2,559	2,661	2,768
<b>8</b>	2,472	2,573	2,674	2,777	2,879	2,981	3,088
<b>9</b>	2,548	2,650	2,751	2,854	2,955	3,058	3,165
<b>10</b>	2,625	2,726	2,828	2,931	3,032	3,134	3,242
<b>11</b>	2,702	2,803	2,905	3,009	3,109	3,211	3,317
<b>12</b>	2,778	2,880	2,982	3,085	3,186	3,288	3,394
<b>13</b>	2,855	2,956	3,059	3,162	3,262	3,364	3,471
<b>14</b>	2,933	3,033	3,135	3,238	3,339	3,442	3,548
<b>15</b>	3,010	3,110	3,212	3,314	3,418	3,519	3,624
<b>16</b>	3,086	3,188	3,289	3,391	3,494	3,596	3,701
<b>17</b>	3,163	3,264	3,365	3,468	3,571	3,672	3,778
<b>18</b>	3,240	3,341	3,443	3,544	3,648	3,749	3,854
<b>19</b>	3,316	3,419	3,520	3,621	3,724	3,826	3,932
<b>20</b>	3,393	3,495	3,597	3,698	3,802	3,902	4,009
<b>21</b>	3,470	3,572	3,673	3,775	3,879	3,979	4,085
<b>22</b>	3,546	3,649	3,750	3,851	3,956	4,056	4,162

1. Group placement shall be as described in Appendix C.
2. Initial placement on the schedule for new hires not having taught previously at SMC shall be at Step 1 through Step 4, based upon prior relevant experience as described in Appendix C. Part-time faculty hired prior to Fall 2020 shall be placed as described in Appendix C. Retired full-time SMC faculty who return to teach part-time shall be placed in the same Group and Step as they would have attained as a continuing full-time faculty member.
3. Step advancement is based upon the completion of 30 Lecture Hour Equivalents (LHE) taught at Santa Monica College in fall or spring semesters. Step movement shall take place in the

semester or intersession following the fall or spring semester in which the total experience necessary for step movement has been completed.

4. Verification of qualifications must be presented to the Human Resources Office no later than the start of the teaching assignment.

5. For the purpose of Group Placement, educational and experience verification shall be presented to the Human Resources Office no later than the following dates, or salary shall reflect only that information received:

September 15 if employed for fall

February 28 if employed for spring

June 30 if employed for summer

January 5 if employed for winter

6. The amounts on this schedule represent 85% of 1/30 of a full-time instructor's salary (Appendix A-1).

7. Probationary, tenured, and temporary contract faculty members shall not be eligible for this Part-time Faculty Salary Schedule, but shall be placed on the Hourly Overload Schedule.

**APPENDIX B-1 : PART-TIME FACULTY SALARY SCHEDULE - ALL LOAD FACTORS**

*Semester Compensation per LHE of assignment*

**INTERSESSION**

***Effective Winter 2023***

<b>Step</b>	<b>GRP1</b>	<b>GRP2</b>	<b>GRP3</b>	<b>GRP4</b>	<b>GRP5</b>	<b>GRP6</b>	<b>GRP7</b>
<b>1</b>	1,539	1,632	1,724	1,817	1,909	2,002	2,099
<b>2</b>	1,608	1,702	1,794	1,887	1,980	2,073	2,170
<b>3</b>	1,678	1,770	1,863	1,957	2,049	2,142	2,240
<b>4</b>	1,748	1,840	1,933	2,027	2,120	2,213	2,309
<b>5</b>	1,818	1,910	2,003	2,096	2,188	2,283	2,379
<b>6</b>	1,889	1,981	2,074	2,166	2,259	2,351	2,448
<b>7</b>	1,958	2,050	2,143	2,235	2,329	2,421	2,519
<b>8</b>	2,249	2,341	2,434	2,526	2,619	2,712	2,809
<b>9</b>	2,319	2,411	2,504	2,596	2,690	2,782	2,879
<b>10</b>	2,389	2,481	2,574	2,666	2,760	2,852	2,949
<b>11</b>	2,457	2,551	2,645	2,737	2,830	2,922	3,020
<b>12</b>	2,527	2,620	2,714	2,807	2,899	2,992	3,089
<b>13</b>	2,597	2,691	2,783	2,877	2,969	3,062	3,160
<b>14</b>	2,668	2,761	2,853	2,946	3,039	3,132	3,228
<b>15</b>	2,738	2,831	2,923	3,016	3,108	3,201	3,299
<b>16</b>	2,808	2,900	2,993	3,086	3,178	3,271	3,369
<b>17</b>	2,878	2,970	3,063	3,157	3,249	3,341	3,438
<b>18</b>	2,947	3,040	3,133	3,226	3,318	3,410	3,509
<b>19</b>	3,017	3,109	3,204	3,297	3,389	3,481	3,578
<b>20</b>	3,087	3,179	3,272	3,364	3,459	3,551	3,649
<b>21</b>	3,158	3,250	3,342	3,435	3,529	3,621	3,718
<b>22</b>	3,227	3,319	3,412	3,505	3,598	3,690	3,788

1. Group placement shall be as described in Appendix C.
2. Initial placement on the schedule for new hires not having taught previously at SMC shall be at Step 1 through Step 4, based upon prior relevant experience as described in Appendix C. Part-time faculty hired prior to Fall 2020 shall be placed as described in Appendix C. Retired full-time SMC faculty who return to teach part-time shall be placed in the same Group and Step as they would have attained as a continuing full-time faculty member.
3. Step advancement is based upon the completion of 30 Lecture Hour Equivalents (LHE) taught at Santa Monica College in fall or spring semesters. Step movement shall take place in the

semester or intersession following the fall or spring semester in which the total experience necessary for step movement has been completed.

4. Verification of qualifications must be presented to the Human Resources Office no later than the start of the teaching assignment.

5. For the purpose of Group Placement, educational and experience verification shall be presented to the Human Resources Office no later than the following dates, or salary shall reflect only that information received:

September 15 if employed for fall

February 28 if employed for spring

June 30 if employed for summer

January 5 if employed for winter

6. The amounts on this schedule represent 77.344% of 1/30 of a full-time instructor's salary (Appendix A-1).

7. Probationary, tenured, and temporary contract faculty members shall not be eligible for this Part-time Faculty Salary Schedule, but shall be placed on the Hourly Overload Schedule.



## APPENDIX C: INITIAL SALARY PLACEMENT

### **A: Full-time, Tenure Track Faculty Only:**

#### **STEP REQUIREMENTS** (Experience)

One step credit shall be awarded for each year of experience that conforms to the following District standards:

1. Prior teaching or school/college/university experience, or relevant vocational experience for those on the combination or vocational pattern shall be recognized for salary placement only if presented in acceptable documented form to the Office of Human Resources before the following dates or salary shall reflect only that information received:
  - September 15 if employed for fall
  - February 28 if employed for spring
  - June 30 if employed for summer
  - January 5 if employed for winter
2. Prior teaching or school/college/university experience shall be acceptable only from fully accredited public, private, or parochial educational institutions and only if performed during the regular academic year.
3. For faculty in the vocational pattern, vocational experience in excess of that used for group placement may, in addition to teaching experience, be used for step placement. One step will be allowed for each year of such vocational experience.
4. One step on the salary schedule will be allowed for each year of prior teaching or school/college/university experience according to one of the following criteria:
  - a. The experience was on a full-time or partial contract basis; the assignment extended over a period of at least 75% of the days that the institution was in regular session for a term or semester; and the employer has officially certified the percentage of full-time assigned and the percentage of the regular term or semester worked. The assignments will be accumulated and one step on the salary schedule will be allowed for each full year, full-time equivalent which has been performed.
  - b. The experience was on a part-time basis, in which case one step will be allowed for each thirty (30) semester units of college-level teaching or each 1,080 hours of college-level academic non-teaching work performed. No more than one (1) year of experience shall be allowed for assignments which occur in a single school/college year.
5. Experience in any of the following classifications or areas shall not count for salary placement credit: student teaching, college teaching assistantship, day-to-day substituting, or vocational experience not related to the assignment at Santa Monica College.
6. Additional steps may be granted for those on the academic or combination pattern for relevant work experience obtained prior to SMC employment when certain conditions exist, with the approval of the Vice Presidents, Academic Affairs and Human Resources. Criteria include but are not limited to:
  - a. Academic discipline has been identified as a "hard to fill" discipline.
  - b. Experience must be directly relevant to the classes currently offered in the academic discipline.

- c. The faculty member submits a request together with a justification of the proposed work experience as well as proof of that work experience, through the department chair and the Human Resources Office.
  - d. A year of vocational experience for step movement is defined as full-time paid experience for a period of at least 1,500 hours in any twelve (12)-month period. In order to be applied toward step placement, this experience must be directly related to the assignment of the faculty member.
7. For faculty whose initial placement occurs in a semester or intersession other than Fall, initial placement will be re-evaluated as of the first Fall semester of employment, and upward step adjustment will be made at that time if warranted.

**B: Part-time (“Hourly”) Faculty Only:**

Effective Fall 2020, a new salary schedule shall be created, titled “Appendix B-1: Part-time Faculty Salary Schedule - ALL LOAD FACTORS”. All part-time faculty members shall be placed on this schedule beginning Fall 2020.

1. Part-time faculty members with employment at the district prior to Fall 2020:

- a. Part-time faculty members with previous employment at the district *solely* at load factor 1.0 shall be moved from their current cell on Appendix B-2 to the same cell on Appendix B-1.
- b. Part-time faculty members with previous part-time employment at the district with assignments at less than load factor 1.0 shall be placed in the group on Appendix B-1 that is consistent with their current group placement on the less than load factor 1.0 salary schedule. That is:
  - i. LDF < 1.0 Group I is placed in either Group I or II on Appendix B-1
  - ii. LDF < 1.0 Group II is placed in either Group III or IV on Appendix B-1
  - iii. LDF < 1.0 Group III is placed in either Group V or VI on Appendix B-1
  - iv. LDF < 1.0 Group IV is placed in Group VII on Appendix B-1

The part-time faculty member placement on Appendix B-1 shall be at the step within the groups determined above that corresponds most closely to, but not less than, the hourly rate at which they were compensated previously.

- c. If a part-time faculty member had previous assignments with different load factors, they shall be placed in the cell in Appendix B-1 which corresponds most closely to, but not less than, the highest rate per LHE at which they were previously compensated, unless there is a difference of more than three steps in the possible placements. In such a case, the District and Faculty Association shall meet and confer over appropriate placement.
- d. Faculty members on “Appendix B-4: Ungraded Hourly Faculty” shall be included in the migration of part-time faculty to the new Appendix B-1.
- e. Part-time faculty members whose sole assignment was in the Emeritus College shall present verified credentials to Human Resources by June 1, 2020 in order to have their group placement verified. If no such credentials are provided, they shall be placed on Appendix B-1 at Group I, Step 8.

- f. Part-time faculty members who are moved to Appendix B-1 as described in (2) above, and have a placement at Step 1, 2, or 3 may petition for higher step placement up to Step 4 by providing documentation of relevant experience as currently described in the initial placement process for full-time faculty members by no later than December 1, 2020. The additional experience must have occurred prior to first employment at SMC. The advanced step placement shall be effective Winter 2021.
2. Part-time faculty members with no employment at the district prior to Fall 2020:
- a. Part-time faculty members with no employment at the district prior to Fall 2020 shall have initial placement at steps up to but not beyond Step 4 on Appendix B-1, as determined by providing documentation of relevant experience as currently described in the initial placement process for full-time faculty members.
  - b. Documentation of previous experience shall be requested during the regular onboarding process..

## APPENDIX C-1 : INITIAL SALARY PLACEMENT – ACADEMIC PATTERN

### **GROUP REQUIREMENTS** (Education/Training)

Group I	Less than Group II (A person with fewer than 72 college semester units receives one group differential less than a person with a comparable number of years of experience.)
Group II	Bachelor's degree + 42 semester units, Master's degree
Group III	Bachelor's degree + 56 semester units, Master's degree + 14 semester units
Group IV	Master's degree + 28 semester units
Group V	Master's degree + 42 semester units
Group VI	Master's degree + 56 semester units
Group VII	Doctorate

1. Academic faculty with a Bachelor's Degree shall be allowed a maximum of 14 semester (21 quarter) units in excess of 124 semester (186 quarter) units required for the degree in figuring their salary placement. Further unit credit shall be granted only for units taken after awarding of the B.A. degree.
2. The Master's Degree is defined as equal to 32 semester (48 quarter) units acquired after the Bachelor's degree. Excess unit credit is granted beyond 32 semester (48 quarter) units.
3. Transferred units applied toward a degree by the degree-granting institution shall be the only units approved for placement on the salary schedule.

## APPENDIX C-2 : INITIAL SALARY PLACEMENT – VOCATIONAL PATTERN

The vocational pattern shall be followed by faculty with at least eighty percent (80%) of their assignment in one or more of the following disciplines:

- Automotive
- Computer Information Systems
- Cosmetology
- Energy Efficiency
- Fashion
- Graphic Design
- Interior Design and Merchandising
- Office Technology
- Photography
- Recycling and Resource Management
- Respiratory Therapy
- Solar Photovoltaic Installation

Faculty members who request to be assigned into an academic discipline and who have less than an 80% load in any combination of the above will be moved to the academic salary pattern in accordance with the criteria set forth in Appendix C-1.

Should the District establish new vocational programs or reinstate programs not currently active, the District and the Faculty Association will meet to negotiate placement on the appropriate salary pattern.

### **GROUP REQUIREMENTS** (Education/Training/Experience)

Group I	Minimum qualifications to teach in a community college in areas where a Master's degree is not expected. A person with fewer than 72 college semester units receives one group differential less than a person with a comparable number of years of experience.
Group II	Associate degree + 18 semester units + 4 years of experience Bachelor's degree + 6 semester units + 2 years of experience
Group III	Associate degree + 32 semester units + 4 years of experience Associate degree + 18 semester units + 5 years of experience Bachelor's degree + 20 semester units + 2 years of experience Bachelor's degree + 6 semester units + 3 years of experience
Group IV	Bachelor's degree + 34 semester units + 2 years of experience Bachelor's degree + 20 semester units + 3 years of experience Bachelor's degree + 6 semester units + 4 years of experience
Group V	Bachelor's degree + 48 semester units + 2 years of experience Bachelor's degree + 34 semester units + 3 years of experience Bachelor's degree + 20 semester units + 4 years of experience Bachelor's degree + 6 semester units + 5 years of experience Master's degree + 1 year of experience
Group VI	Master's degree + 14 semester units + 1 year of experience Master's degree + 2 years of experience
Group VII	Doctorate

1. A year of vocational experience for both group and step movement is defined as full-time paid experience for a period of at least nine (9) consecutive months in any twelve- (12-) month period. In order to be applied toward a group or step placement, the experience must be directly related to the assignment of the faculty member.
2. Vocational faculty without any related occupational experience will be placed in the academic pattern and must continue in that pattern during their time of employment.
3. Vocational faculty are placed in a group based on the highest degree held in the related subject area for which they are hired.
4. Vocational faculty with an Associate degree shall be allowed a maximum of 18 semester (27 quarter) units in excess of 60 semester (90 quarter) units required for the degree in figuring their salary placement. Further unit credit shall be granted only for units taken after the awarding of the Associate degree.
5. Vocational faculty with a Bachelor's degree shall be allowed a maximum of 20 semester (30 quarter) units in excess of 124 semester (186 quarter) units required for the degree in figuring their salary placement. Further unit credit shall be granted only for units taken after the awarding of a Bachelor's degree.
6. Transferred units applied toward a degree by the degree granting institution shall be the only units approved for placement on the salary schedule.
7. Units and vocational experience used for obtaining the credential may be used in group placement only.
8. The Board of Trustees reserves unto itself the right to advertise and initially place vocational instructors with less than an Associate degree in Groups II and III, depending upon the necessity of attracting candidates.

### APPENDIX C-3 : INITIAL SALARY PLACEMENT – COMBINATION PATTERN

The combination pattern shall be followed by faculty with at least eighty percent (80%) of their assignment in one or more of the following disciplines:

- Accounting
- Broadcasting
- Computer Science
- Early Childhood Education
- Health Services
- Journalism
- Nursing
- Psychological Services
- Technical Theatre

Faculty members who request to be assigned into an academic discipline and who have less than an 80% load in any combination of the above will be moved to the academic salary pattern in accordance with the criteria set forth in Appendix C-1.

Should the District establish new combination programs or reinstate programs not currently active, the District and the Faculty Association will meet to negotiate placement on the appropriate salary pattern.

#### **GROUP REQUIREMENTS** (Education/Training)

Group I	Less than Group II (a person with fewer than 72 college semester units receives one group differential less than a person with a comparable number of years of experience.
Group II	Bachelor's + 42 semester units, Master's degree
Group III	Bachelor's degree + 56 semester units, Master's degree + 14 semester units
Group IV	Master's degree + 28 semester units, Master's degree
Group V	Master's degree + 42 semester units
Group VI	Master's degree + 56 semester units
Group VII	Doctorate

1. Academic faculty with a Bachelor's Degree shall be allowed a maximum of 14 semester (21 quarter) units in excess of 124 semester (186 quarter) units required for the degree in figuring their salary placement. Further unit credit shall be granted only for units taken after awarding of the Bachelor's degree.
2. The Master's Degree is defined as equal to 32 (48 quarter) units acquired after the Bachelor's degree. Excess unit credit is granted beyond 32 semester (48 quarter) units.
3. Transferred units applied toward a degree by the degree-granting institution shall be the only units approved for placement on the salary schedule.

## APPENDIX C-4 : INITIAL SALARY PLACEMENT – CHILDREN’S CENTER

### **GENERAL SALARY PLACEMENT INFORMATION**

1. Children’s Center employees must possess a regular children’s center permit to perform their duties. Permit (Children’s Center Instructional Permit or Children’s Center Supervision Permit) verification shall be presented to the Human Resources Office prior to the first day of the assignment.
2. Educational and experience verification shall be presented to the Human Resources Office in acceptable documented form no later than the following dates or salary shall reflect only that information received:

September 15 if employed for fall  
February 28 if employed for spring  
June 30 if employed for summer  
January 5 if employed for winter

### **GROUP REQUIREMENTS** (Education)

- Group I: Associate degree or 60 semester units  
Group II: Bachelor’s degree  
Group III: Bachelor’s degree + 42 semester units, or Master’s degree  
Group IV: Bachelor’s degree + 56 semester units, or Master’s degree + 14 semester units

1. Employees with a Bachelor’s degree shall be allowed a maximum of 14 semester (21Q) units in excess of 124 semester (186Q) units required for the degree in figuring their salary placement. Further unit credit shall be granted only for units taken after awarding of the Bachelor’s degree.
2. The Master’s degree is defined as equal to 32 semester (48Q) units acquired after the Bachelor’s. Excess unit credit is granted beyond 32 semester (48Q) units.
3. Transferred units applied toward a degree by the degree-granting institution shall be the only units approved for placement on the salary schedule.

### **STEP REQUIREMENTS** (Experience)

One step credit shall be awarded for each year of experience that conforms to the following District standards:

1. Prior experience, over and above that required for the Children’s Center Supervision or Instructional Permit, shall be recognized.
2. Steps on the Children’s Center Salary Schedule will be allowed for each year of prior experience according to the following criteria:
  - a. Experience is defined as duties performed in an instructional capacity as a paid early childhood or kindergarten teacher in a fully accredited public, private, or parochial educational institution or in a state licensed children’s center.
  - b. The experience is based on a full-time assignment extending over a period of at least 75% of the days that the institution or center was in regular session and the employer has officially certified the percentage of the regular assignment. The assignments will be



accumulated and one step on the salary schedule will be allowed for each full year, full-time equivalent which has been performed.

3. Prior experience in accredited educational institutions shall be acceptable only if performed during the regular academic year.
4. Experience in any of the following classifications or areas shall not count for salary placement credit: teaching aide or teaching assistant, student teaching, teaching assistantship, day-to-day substituting or classified position (unless that classified position was as a teacher in a children's center).

## APPENDIX D : STEP AND GROUP ADVANCEMENT

### STEP ADVANCEMENT

#### 1. Probationary and Tenured Salary Schedules

- a. Faculty who have full-time or partial assignments which extend over a period of at least 75% of the days that the college is in session during the fall and spring semesters (regular session) shall advance one step on the salary schedule effective the start of the summer session, subject to the limitations of the current salary schedule.
- b. Sabbatical leaves shall count toward step advancement. Opportunity leaves shall count toward step advancement only if the leave involves a full-time faculty assignment which extends over a period of at least 75% of the days that the institution is in regular session.
- c. Up to two additional steps may be granted, on a year-for-year basis, for relevant work experience gained while on an unpaid leave of absence, subject to approval by the Vice President, Academic Affairs, or designee. Requests are to be submitted concurrently with or prior to the approval of the leave.

Upon return from an unpaid leave, the employee must submit a request together with justification and proof of the work experience through the department chair and the Human Resources Office to the Vice President, Academic Affairs.

Requests submitted prior to February 28, 1995 for leaves taken prior to February 13, 1995, if approved, will be effective January 1, 1995. Full-time faculty on approved leave of absence as of February 13, 1995 will be permitted to apply for step advancement upon their return from unpaid leave notwithstanding the requirement to obtain approval prior to commencing an unpaid leave.

- d. Faculty in disciplines defined as following the academic pattern, and identified by the District in accordance with the procedures described in 1. (e), may apply to the Vice President, Academic Affairs for up to two (2) additional steps of credit, which would be the maximum step advancement available under this provision over the life of a faculty member's employment at Santa Monica College.

Faculty in disciplines defined as following the combination pattern, and identified by the District in accordance with the procedures described in 1. (e), may apply to the Vice President, Academic Affairs for up to six (6) additional steps of credit, the maximum step advancement available under this provision over the life of a faculty member's employment at Santa Monica College.

The maximum step advancement available to any faculty member under this provision over the life of his/her employment at Santa Monica College is two steps for disciplines following the academic pattern and six steps for disciplines following the combination pattern.

- e. The District will determine each year, prior to April, which disciplines and positions are eligible for additional steps the following year. Criteria used by the Vice President, Academic Affairs include, but are not limited to:
  1. Academic/vocational discipline has been identified by the Human Resources office in conjunction with the Vice President, Academic Affairs as a “hard to fill” discipline.
  2. Experience must be directly relevant to the classes currently offered in the academic discipline.
  3. The faculty member submits a request together with a justification of the proposed work experience as well as proof of that work experience, through the department chair and the Human Resources Office to the Vice President, Academic Affairs.
  4. Requests may be submitted only during a period when the District is actively recruiting (announcing for) a position in the discipline.
  5. Approved requests will be made effective at the beginning of the following Fall, Winter or Spring semester following the submission of the justification required in “c” above.
  6. A year of non-teaching experience should be for a period of not less than 1500 hours in a 12-month period.

**2. Graded Hourly Faculty Salary Schedule - valid only through Summer 2020**

- a. Personnel may advance one step if they have met the requirements of the next step.
- b. Step movement shall take place in the semester or inter-session following the fall or spring semester in which the total experience necessary for step movement has been completed.
- c. Graded Hourly Faculty members may combine teaching and non-teaching experience for step advancement by the following rule:

$$\begin{array}{rcccl}
 \text{Total hours of} & & \text{Total hours of} & & \\
 \text{Teaching Experience} & + & \text{Non-Teaching Experience} & = & \text{\# of Steps} \\
 432 & & 864 & & 
 \end{array}$$

Any fractional part of a step derived from this formula cannot be used for advancement on the hourly rate salary schedules but may be accumulated and used for future advancement.

**3. Ungraded Hourly Faculty Salary Schedule - valid only through Summer 2020**

- a. Personnel may advance one step if they have met the requirements of the next step.

- b. Step movement shall take place in the semester or inter-session following the fall or spring semester in which the total experience necessary for step movement has been completed.
- c. Faculty members teaching ungraded hourly classes may combine teaching and non-teaching experience for step advancement by the following rule:

$$\begin{array}{rcccl}
 \text{Total hours of} & & \text{Total hours of} & & \\
 \text{Teaching Experience} & + & \text{Non-Teaching Experience} & = & \text{\# of Steps} \\
 684 & & 864 & & 
 \end{array}$$

Any fractional part of a step derived from this formula cannot be used for advancement on the hourly rate salary schedules but may be accumulated and used for future advancement.

**4. Load Factor = 1.0 Salary Schedule - valid only through Summer 2020**

After initial placement, faculty may advance one step on the schedule for each 30 LHE's taught at load factor 1.0 during fall or spring semesters. The step advancement will take effect the semester or intersession after the completion of 30 LHE's.

**5. Hourly Faculty Salary Schedule - valid from Fall 2020**

After initial placement, faculty shall advance one step on the schedule for each 30 LHE's taught during fall or spring semesters. The step advancement will take effect the semester or intersession after the completion of 30 LHE's.

**6. Faculty paid on the overload schedule must complete 24 overload LHE's for step movement.**

**GROUP ADVANCEMENT**

- 1. Group advancement earned and properly filed for by faculty shall be granted effective the beginning of the fall semester.
- 2. Probationary and Tenured Salary Schedules
  - a. Faculty planning to advance to a higher group on the salary schedule for the following academic year must complete the following by April 15:
    - 1. Submit a written notification to the Human Resources Office; and
    - 2. Schedule a group advancement conference with the personnel specialist in the Human Resources Office.
  - b. Group salary advancements will be granted only when the Human Resources Office has received one of the following verifications before the beginning of the fall semester:
    - 1. Official grade cards or transcript; or

2. Official college or university notification that an advanced degree will be awarded by September 1; or
  3. Personal affidavit that all requirements as stated in the advancement request have been met.
- c. It is the responsibility of each individual to keep a personal record of units taken and to see that professional advancement policies are not exceeded.
- d. Advancement to a higher group on the salary schedule shall be approved by the appropriate personnel administrator and shall be based upon fully satisfied minimum qualifications or equivalencies and academic unit requirements of the group. The Academic Senate Professional Development Committee shall be consulted for a recommendation if there are any questions concerning the applicability of units for advancement. All quarter unit courses will be converted to semester units so that one quarter unit equals two-thirds (2/3) of a semester unit.
- Courses shall be accepted for unit credit only if they are taken in an accredited institution that gives unit credit for those courses completed.
- e. A maximum of fourteen (14) semester units may be applied toward group salary advancement for any college year (including summer) for tenured or probationary faculty members, with the following exceptions: personnel on opportunity, study, or sabbatical leaves shall be eligible to use all approved units or advanced degrees obtained during this period.
- A person not eligible for group movement for units obtained prior to the awarding of a degree shall, upon receipt of the degree, be allowed movement to the group which the degree and the units entitle the person.
- Any number of approved units may be taken, and these may be applied in the next college year or in subsequent years toward salary advancement as long as not more than fourteen (14) semester units are used at one time for advancement.
- f. To be applied to advancement, the units shall consist of at least ten (10) controlled semester units and four (4) elective semester units.
- Controlled semester units are acquired only in college or university-level courses that have not been taken before and that meet one or more of the following criteria:
1. Are directly related to the faculty member's current assignment.
  2. Are in the faculty member's major or related field.
  3. Are required for an approved advanced degree.
  4. Make for a better understanding of student learning behavior.
  5. Improve understanding of community college administration, laws, procedures, or curriculum.
  6. Improve methods or techniques of instruction, counseling, nursing, or library science.

7. Increase understanding of student minority groups, their cultures, and their languages.

Elective units are acquired in courses that contribute to the professional development of the faculty member. They may be taken at any college level as long as they have not been previously taken.

- g. Instructors having 80% or more of their assignment in the following departments: automotive technology, business, cosmetology, graphic arts, health sciences, home economics, technical, and trades may use continuing education units toward group advancement, with the following restrictions:
1. One (1) unit of credit shall be equal to two (2) continuing education units (1 CEU = 10 hours of direct instruction) earned through an organization, institution, or association acceptable to the instructor's department chair, division manager and the Academic Senate Professional Committee. All approvals must be obtained prior to the instructor's participation in the requested program. Requests for CEU courses must be submitted to the appropriate personnel administrator in accordance with the procedures for group advancement. Units calculated from CEU credits may be used for elective or controlled units for group movement.
  2. Approved CEU units accumulated during 1978-79 and 1979-80 may be credited to instructors for group advancement without regard to the required sequence of approvals contained in this section.
  3. One unit of credit equals 60 clock hours of non-paid experience gained through special training sessions related to the teaching area. This experience must be recommended in advance by the department chair and division manager to the appropriate personnel administrator.

3. Hourly Graded and Ungraded Faculty Salary Schedules - prior to Fall 2020

Group advancement on the hourly graded and ungraded faculty salary schedules shall be based on group requirements, with a maximum of eight (8) elective semester units allowed for each group. The controlled units must meet the criteria previously stated above in subsection (f).

Graded hourly faculty members who taught graded classes during the spring and/or summer sessions of 1977 and have been placed at Group III, Step 2 on the Graded Hourly Faculty Salary Schedule, shall be entitled to step advancement when the necessary total teaching hours have been accumulated.

4. Part-time ("Hourly") Faculty Schedule - from Fall 2020

Group advancement on the part-time faculty salary schedule shall follow the same rules as for group advancement on the probationary and tenured salary schedule described in "2" above.

**APPENDIX E-1 : ADDED RESPONSIBILITY SCHEDULE FOR SPECIAL PROGRAMS AND SERVICES**

*Special Programs and Services*

***Effective August 22, 2022***

<b>Step</b>	<b>Ratio/Year</b>	<b>Amount</b>	
		<b>Fall or Spring</b>	<b>Annual</b>
1	0.018	1,037	2,074
2	0.036	2,074	4,147
3	0.054	3,111	6,221

**APPENDIX E-2 : ADDED RESPONSIBILITY SCHEDULE FOR ATHLETICS**

*Athletics*

***Effective August 22, 2022***

<b>Step</b>	<b>Ratio/Season</b>	<b>Amount</b>	
		<b>Fall/Spring</b>	
1	0.065	7,488	
2	0.070	8,064	
3	0.076	8,756	

The ratio for each step on Schedules E-1 and E-2 relate to Group 2, Step 17 of the Probationary and Tenured Faculty Salary Schedule (\$115,206).

## **APPENDIX F : COLLEGE CALENDARS**

**\*\* See next two pages for 2022-23 and 2023-24 calendars \*\***

**\*\* The 2024-25 calendar is not yet approved by the SMCCD Board of Trustees \*\***



**SANTA MONICA COMMUNITY COLLEGE DISTRICT CALENDAR 2022 - 2023**

JUNE 2022							JULY 2022							AUGUST 2022						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
5	6	7	8	9	10	11	3	4	5	6	7	8	9	7	8	9	10	11	12	13
12	13	14	[15]	[16]	[17]	18	10	11	12	13	14	15	16	14	[15]	[16]	[17]	[18]	[19]	20
19	20	21	22	23	24	25	17	18	19	20	21	22	23	21	[22]	[23]	[24]	[25]	[26]	27
26	27	28	29	30			24	25	26	27	28	29	30	28	29	30	31			
							31													

SEPTEMBER 2022							OCTOBER 2022							NOVEMBER 2022						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
4	5	6	7	8	9	10	2	3	4	5	6	7	8	6	7	8	9	10	[11]	[12]
11	12	13	14	15	16	17	9	10	11	12	13	14	15	13	14	15	16	17	18	19
18	19	20	21	22	23	24	16	17	18	19	20	21	22	20	21	22	23	24	25	26
25	26	27	28	29	30		23	24	25	26	27	28	29	27	28	29	30			
							30	31												

DECEMBER 2022							JANUARY 2023							FEBRUARY 2023						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
4	5	6	7	8	9	10	1	2	3	4	5	6	7	5	6	7	8	9	[10]	[11]
11	12	13	14	15	16	17	8	9	10	11	12	13	14	12	13	14	15	16	17	18
18	19	20	[21]	[22]	[23]	24	15	[16]	17	18	19	20	21	19	[20]	21	22	23	24	25
25	[26]	27	28	29	30	31	22	23	24	25	26	27	28	26	27	28				
							29	30	31											

MARCH 2023							APRIL 2023							MAY 2023						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
5	6	7	8	9	10	11	2	3	4	5	6	7	8	7	8	9	10	11	12	13
12	13	14	15	[16]	17	18	9	[10]	[11]	[12]	[13]	[14]	15	14	15	16	17	18	19	20
19	20	21	22	23	24	25	16	17	18	19	20	21	22	21	22	23	24	25	26	27
26	27	28	29	30	31		23	24	25	26	27	28	29	28	[29]	30	31			
							30													

JUNE 2023							JULY 2023							AUGUST 2023						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
4	5	6	7	8	9	10	2	3	4	5	6	7	8	6	7	8	9	10	11	12
11	12	13	[14]	[15]	[16]	17	9	10	11	12	13	14	15	13	[14]	[15]	[16]	[17]	[18]	19
18	[19]	20	21	22	23	24	16	17	18	19	20	21	22	20	[21]	[22]	[23]	[24]	[25]	26
25	26	27	28	29	30		23	24	25	26	27	28	29	27	28	29	30	31		
							30	31												

**LEGEND**

<span style="background-color: yellow; border: 1px solid black; padding: 2px;"> </span> First day of semester or session	<span style="border: 1px solid black; padding: 2px;"> </span> College Holiday: Campus closed-classes not in session/campus & offices closed
<span style="background-color: gray; border: 1px solid black; padding: 2px;"> </span> Finals Schedule	<span style="border: 2px solid red; padding: 2px;"> </span> Faculty Flex Day: Date in red double box - see below for more information on Faculty Flex Days
<span style="border: 2px dashed black; padding: 2px;"> </span> Legal Holiday (Broken box, date is bold & red):	[ ] Classes NOT in Session, BUT campus and offices are open
<span style="background-color: gray; border: 1px solid black; padding: 2px;"> </span> Classes not in session/campus & offices closed	
[If Friday is a legal holiday, there is no class on Saturday; if Monday is a legal holiday, there is no class on Sunday.]	

SEMESTER DATES 2022 - 2023		Special Dates	
<b>Summer 2022</b>	6-week Session: June 20-July 29, 2022	Graduation Day 2022:	Jun. 14, 2022
	8-week Session: June 20-Aug. 12, 2022	Winter Break 2022:	Dec. 23-30, 2022
<b>Fall 2022</b>	Regular Session: Aug. 29-Dec. 20, 2022	Spring Break 2023:	Apr. 10-14, 2023
	1st 8-week Session: Aug. 29-Oct. 23, 2022	Graduation Day 2023:	Jun. 13, 2023
	12-week Session: Sept. 19-Dec 11, 2022	<b>Faculty Flex Days Fall 2022</b>	
	2nd 8-week Session: Oct. 24-Dec. 18, 2022	August 23, 2022	Individual
<b>Winter 2023</b>	6-week Session: Jan. 3-Feb. 9, 2023	August 24, 2022	Departmental
	Note: Winter classes start 01/03; first day of term is 01/02	August 25, 2022	Fall 2022 Opening Day
<b>Spring 2023</b>	Regular Session: Feb. 13- Jun. 13, 2023	August 26, 2022	Departmental
	1st 8-week Session: Feb. 13- Apr. 9, 2023	<b>Faculty Flex Days Spring 2023</b>	
	12-week Session: Mar. 6-June 4, 2023	March 3, 2023	Departmental
	2nd 8-week Session: Apr. 17-Jun. 11, 2023	March 16, 2023	Institutional
<b>Summer 2023</b>	6-week Session: Jun. 20-July 28, 2023	April 12, 2023	Individual
	8-week Session: Jun. 20-Aug. 11, 2023	April 13, 2023	Individual
		April 14, 2023	Individual
		<b>Faculty Flex Days Fall 2023</b>	
		August 22, 2023	Individual
		August 23, 2023	Departmental
		August 24, 2023	Fall 2023 Opening Day
		August 25, 2023	Departmental

Note: Fall and Spring short sessions end on a Sunday; Winter and Summer sessions end on a Friday  
 March Flex Days: Dept Flex Day=1st Friday of March; Institutional Flex Day=3rd week of March, alternate Tuesday & Thursday

LEGAL & HOLIDAYS	
<b>June - December 2022</b>	<b>January - August 2023</b>
Juneteenth Day: Friday, June 17, 2022	New Year's Day (observed): Monday, Jan.02, 2023
Independence Day: Monday, July 4, 2022	Martin Luther King, Jr. Day: Monday, Jan. 16, 2023
Labor Day: Monday, Sept. 5, 2022	Lincoln's Day: Friday, Feb. 10, 2023
Veterans' Day: Friday, Nov. 11, 2022	Washington's Day: Monday, Feb. 20, 2023
Thanksgiving Day: Thursday, Nov. 24, 2022	Memorial Day: Monday, May 29, 2023
Native American Day:* Friday, Nov. 25, 2022	Juneteenth Day: Monday, June 19, 2023
Christmas Day (observed): Monday, Dec. 26, 2022	Independence Day: Tuesday, July 4, 2023
College Holiday (5 of 5 days):** Dec. 23, Dec. 27- 30, 2022	Cesar Chavez Day (12-Month Classified): Monday, April 10, 2023
* In lieu of the 4th Friday in September (per CA Ed Code 45206.5); aka Admissions' Day	Cesar Chavez Day (11-Month Classified): ***
** Classified staff who work weekends must take their 5 days of College Holiday between 12/23 and 12/30	***To be taken between Mar. 31 and Dec. 31 of each year per MOU dated 03.03.2010

**Approved by the Board of Trustees: 01/18/2022**  
**Revised & approved by the Board of Trustees:**

**SANTA MONICA COMMUNITY COLLEGE DISTRICT CALENDAR 2023 - 2024**

JUNE 2023							JULY 2023							AUGUST 2023						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
				1	2	3			4	5	6	7	8			1	2	3	4	5
4	5	6	7	8	9	10	9	10	11	12	13	14	15	6	7	8	9	10	11	12
11	12	13	[14]	[15]	[16]	17	16	17	18	19	20	21	22	13	[14]	[15]	[16]	[17]	[18]	19
18	[19]	20	21	22	23	24	23	24	25	26	27	28	29	20	[21]	[22]	[23]	[24]	[25]	26
25	26	27	28	29	30		30	31						27	28	29	30	31		

SEPTEMBER 2023							OCTOBER 2023							NOVEMBER 2023						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
				1	2															
3	4	5	6	7	8	9	8	9	10	11	12	13	14	5	6	7	8	9	10	11
10	11	12	13	14	15	16	15	16	17	18	19	20	21	12	13	14	15	16	17	18
17	18	19	20	21	22	23	22	23	24	25	26	27	28	19	20	21	22	[23]	[24]	25
24	25	26	27	28	29	30	29	30	31					26	27	28	29	30		

DECEMBER 2023							JANUARY 2024							FEBRUARY 2024								
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S		
					1	2			1	2	3	4	5	6						1	2	3
3	4	5	6	7	8	9	7	8	9	10	11	12	13	4	5	6	7	8	9	10		
10	11	12	13	14	15	16	14	[15]	16	17	18	19	20	11	12	13	14	15	16	17		
17	18	19	[20]	[21]	[22]	23	21	22	23	24	25	26	27	18	[19]	20	21	22	23	24		
24	[25]	26	27	28	29	30	28	29	30	31				25	26	27	28	29				
31																						

MARCH 2024							APRIL 2024							MAY 2024									
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S			
					[1]	2			1	2	3	4	5	6						1	2	3	4
3	4	5	6	7	8	9	7	[8]	[9]	[10]	[11]	[12]	13	5	6	7	8	9	10	11			
10	11	[12]	13	14	15	16	14	15	16	17	18	19	20	12	13	14	15	16	17	18			
17	18	19	20	21	22	23	21	22	23	24	25	26	27	19	20	21	22	23	24	25			
24	25	26	27	28	29	30	28	29	30					26	[27]								
31																							

JUNE 2024							JULY 2024							AUGUST 2024							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
						1					4	5	6						1	2	3
2	3	4	5	6	7	8	7	8	9	10	11	12	13	4	5	6	7	8	9	10	
9	10	11	[12]	[13]	[14]	15	14	15	16	17	18	19	20	11	[12]	[13]	[14]	[15]	[16]	17	
16	17	18	[19]	20	21	22	21	22	23	24	25	26	27	18	[19]	[20]	[21]	[22]	[23]	24	
23	24	25	26	27	28	29	28	29	30	31				25	26	27	28	29	30	31	
30																					

LEGEND	
<span style="background-color: yellow;"> </span>	First day of semester or session
<span style="background-color: gray;"> </span>	Finals Schedule
<span style="border: 1px dashed black; padding: 2px;"> </span>	Legal Holiday (Broken box, date is bold & red):
<span style="background-color: lightgray;"> </span>	Classes not in session/campus & offices closed
[ ]	[If Friday is a legal holiday, there is no class on Saturday; if Monday is a legal holiday, there is no class on Sunday.]
<span style="border: 1px solid black; padding: 2px;"> </span>	College Holiday: Campus closed-classes not in session/campus & offices closed
<span style="border: 2px solid red; padding: 2px;"> </span>	Faculty Flex Day: Date in red double box - see below for more information on Faculty Flex Days
[ ]	Classes NOT in Session, BUT campus and offices are open

SEMESTER DATES 2023 - 2024	
<b>Summer 2023</b>	<b>Special Dates</b>
6-week Session: Jun. 20-Jul. 28, 2023	Graduation Day 2023: Jun. 13, 2023
8-week Session: Jun. 20-Aug. 11, 2023	Winter Break 2023: Dec. 22, 26-29, 2023
	Spring Break 2024: Apr. 08-12, 2024
	Graduation Day 2024: Jun. 11, 2024
<b>Fall 2023</b>	<b>Faculty Flex Days Fall 2023</b>
Regular Session: Aug. 28-Dec. 19, 2023	August 22, 2023 Individual
1st 8-week Session: Aug. 28-Oct. 22, 2023	August 23, 2023 Departmental
12-week Session: Sept. 18-Dec. 10, 2023	August 24, 2023 Fall 2023 Opening Day
2nd 8-week Session: Oct. 23-Dec. 17, 2023	August 25, 2023 Departmental
<b>Winter 2024</b>	<b>Faculty Flex Days Spring 2024</b>
6-week Session: Jan. 02-Feb. 08, 2024	March 01, 2024 Departmental
Note: Winter classes start 1/02; first day of term is 1/01	March 12, 2024 Institutional
<b>Spring 2024</b>	April 10, 2024 Individual
Regular Session: Feb. 12-Jun. 11, 2024	April 11, 2024 Individual
1st 8-week Session: Feb. 12-Apr. 07, 2024	April 12, 2024 Individual
12-week Session: Mar. 04-Jun. 02, 2024	<b>Faculty Flex Days Fall 2024</b>
2nd 8-week Session: Apr. 15-Jun. 09, 2024	August 20, 2024 Individual
<b>Summer 2024</b>	August 21, 2024 Departmental
6-week Session: Jun. 17-Jul. 26, 2024	August 22, 2024 Fall 2024 Opening Day
8-week Session: Jun. 17-Aug. 09, 2024	August 23, 2024 Departmental

Note: Fall and Spring short sessions end on a Sunday; Winter and Summer sessions end on a Friday  
 March Flex Days: Dept Flex Day=1st Friday of March; Institutional Flex Day=3rd week of March, alternate Tuesday & Thursday

LEGAL & HOLIDAYS	
<b>June - December 2023</b>	<b>January - August 2024</b>
Independence Day: Tuesday, July 04, 2023	New Year's Day: Monday, Jan. 01, 2024
Labor Day: Monday, Sept. 04, 2023	Martin Luther King, Jr. Day: Monday, Jan. 15, 2024
Veterans' Day: Friday, Nov. 10, 2023	Lincoln's Day: Friday, Feb. 09, 2024
Thanksgiving Day: Thursday, Nov. 23, 2023	Washington's Day: Monday, Feb. 19, 2024
Native American Day: Friday, Nov. 24, 2023	Memorial Day: Monday, May 27, 2024
Christmas Day: Monday, Dec. 25, 2023	Juneteenth Day: Wednesday, June 19, 2024
College Holiday (5 of 5 days):** Dec. 22, Dec. 26- 29, 2023	Independence Day: Thursday, July 04, 2024
	Cesar Chavez Day (12-Month Classified): Monday, April 08, 2024
	Cesar Chavez Day (11-Month Classified): ***
	***To be taken between Mar. 31 and Dec. 31 of each year per MOU dated 03.03.2010

Approved by the Board of Trustees: 2/5/2019  
 Revised & approved by the Board of Trustees:



# District Calendar 2024-2025

Semester Dates	
<b>Summer 2024</b>	6-week Session: Jun 17-Jul 26, 2024 8-week Session: Jun 17-Aug 09, 2024 Note: Summer short sessions ends on Friday
<b>Fall 2024</b>	Regular Session: Aug 26-Dec 17, 2024 1st 8-week Session: Aug 26-Oct 20, 2024 2nd 8-week Session: Oct 21-Dec 15, 2024 12-week Session: Sept 16-Dec 08, 2024 Finals: Dec 10-Dec 17, 2024 Note: Fall short sessions start on Sunday

<b>Winter 2025</b>	6-week Session: Jan 06-Feb 13, 2025 8-week Session: Jan 06-Mar 15, 2025 Note: Winter short sessions end on Friday
<b>Spring 2025</b>	Regular Session: Feb 16-Jun 17, 2025 1st 8-week Session: Feb 16-April 13, 2025 2nd 8-week Session: Apr 21-Jun 15, 2025 12-week Session: Mar 10-Jun 08, 2025 Finals: Jun 10-Jun 17, 2025 Note: Spring short sessions start on Sunday

<b>Special Dates</b>	Graduation Day 2024: Jun 11, 2024 Winter Break 2024: Dec 34-Dec 31, 2024 Spring Break 2025: Apr 14-Apr 18, 2025 Graduation Day 2025: Jun 17, 2025
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Faculty Flex Dates Fall 2024	
Individual: Aug 20, 2024	Departmental: Aug 21, 2024
Fall 2024 Opening Day: Aug 22, 2024	Departmental: Aug 23, 2024
<b>Faculty Flex Dates Spring 2025</b>	
Departmental: Mar 07, 2025	Spring 2025 PD Day: Mar 20, 2025
Individual: April 16, 2025	Individual: April 17, 2025
Individual: April 18, 2025	
Note: March Dept Flex Day - 1st Friday of March March Institutional Flex Day - 3rd week of March alternate Tues/Thurs	
Fall Flex Dates Fall 2025	
Individual: Aug 26, 2025	Departmental: Aug 27, 2025
Fall 2025 Opening Day: Aug 28, 2025	Departmental: Aug 29, 2025

Holidays - June - December 2024	
Juneteenth: Wednesday, June 19, 2024	Independence Day: Thursday, July 4, 2024
Labor Day: Monday, September 2, 2024	Veterans Day: Monday, November 11, 2024
Thanksgiving Day: Thursday, November 28, 2024	Friday, November 29, 2024**
Native American Day: Wednesday, December 25, 2024	Christmas Day: Tuesday, December 24, 2024
College Holiday: Thursday, December 26, 2024 to Friday, December 27, 2024	Monday, December 30 to Tuesday, December 31, 2024***
Saturday, December 28, 2024 to Sunday December 29, 2024****	

Holidays - January - August 2025	
New Year's Day: Wednesday, January 1, 2025	Monday, January 20, 2025
Martin Luther King, Jr. Day: Friday, February 14, 2025	Friday, February 14, 2025
Lincoln's Day: Monday, February 17, 2025	Monday, February 17, 2025
President's Day: Monday, February 24, 2025	Monday, April 14, 2025
Cesar Chavez Day: Monday, May 26, 2025	Monday, May 26, 2025
Memorial Day: Thursday, June 19, 2025	Thursday, June 19, 2025
Juneteenth: Friday, July 4, 2025	Friday, July 4, 2025
Independence Day: Monday, August 4, 2025	Monday, August 4, 2025

\*\*1st month Classified to be taken between March 21 and December 31 each year per MCO dated 02.02.2002

Approved by the Board of Trustees:  
Reviewed & approved by the Board of Trustees:

Key	
Finals Schedule	Finals Schedule
First Day of the semester/session	First Day of the semester/session
Federal Holiday	Federal Holiday
College Holiday	College Holiday
Holiday for Weekend Schedules	Holiday for Weekend Schedules
Holiday for Weekend Schedules	Holiday for Weekend Schedules
Opening Day/PO Day	Opening Day/PO Day
Italicized	Classes not in session/Offices Open
Underlined	Flex Day

June 2024		July 2024		August 2024		September 2024							
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6	1	2	3	4	5	6	7
2	3	4	5	6	7	8	8	9	10	11	12	13	14
9	10	11	12	13	14	15	15	16	17	18	19	20	21
16	17	18	19	20	21	22	18	19	20	21	22	23	24
23	24	25	26	27	28	29	25	26	27	28	29	30	31
30							29	30					

October 2024		November 2024		December 2024		
Su	Mo	Tu	We	Th	Fr	Sa
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

January 2025		February 2025		March 2025		
Su	Mo	Tu	We	Th	Fr	Sa
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

April 2025		May 2025		June 2025		
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

July 2025		August 2025				
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

September 2025		October 2025				
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

**APPENDIX G-1 : GRIEVANCE PROCEDURE CONTROL FORM**  
**LEVEL ONE**

To be completed by Grievant:

Grievant: \_\_\_\_\_ Dept. \_\_\_\_\_ Date: \_\_\_\_\_

Immediate Supervisor or District Representative: \_\_\_\_\_

Date                      Grievant                      Supervisor

- A.     Date of grievance or grievant's knowledge of conditions upon which grievance is based \_\_\_\_\_
- B.     Date of informal conference: \_\_\_\_\_
- C.     Date this formal Grievance Form filed with the immediate supervisor or District representative (within 30 days of "A") (Copy to Faculty Association) \_\_\_\_\_
- 

*To be completed by Immediate Supervisor or District Representative*

D.     Date of amended grievance statement (if any) \_\_\_\_\_

E.     Date of grievance conference (within 10 days of "C") \_\_\_\_\_

Grievant's conferees (if any):                      (1) \_\_\_\_\_ (2) \_\_\_\_\_

Supervisor's or District Representative Conferees (if any):                      (1) \_\_\_\_\_ (2) \_\_\_\_\_

F.     Date written decision distributed (within 10 days of "E"): \_\_\_\_\_

Copies to : Grievant \_\_\_\_\_

F.A. Professional Rights and Contractual Grievance Committee \_\_\_\_\_

Vice-President, Human Resources \_\_\_\_\_

G. Declaration that decision is non-precedent setting:

Faculty Association

Yes \_\_\_\_\_ No \_\_\_\_\_

District Representative

Yes \_\_\_\_\_ No \_\_\_\_\_

End of response period (10 days

after "F") \_\_\_\_\_

END OF LEVEL ONE: The grievant, if dissatisfied with the decision of the immediate supervisor or District's representative, may begin Level 2.

**APPENDIX G-1 : GRIEVANCE PROCEDURE CONTROL FORM (Continued)**

**LEVEL TWO: APPEAL**

Date                      Grievant                      Supervisor

H.      Date of appeal to  
Superintendent/President (within 10  
days of "F")

\_\_\_\_\_

I.      Grievant's conferees (if any)  
  
Immediate Supervisor's or District  
Representative

(1) \_\_\_\_\_ (2) \_\_\_\_\_

(1) \_\_\_\_\_ (2) \_\_\_\_\_

J.      Date of meeting with  
Superintendent/President or designee  
(within 10 days of "H")

\_\_\_\_\_

K.      Date of Superintendent/President's or  
designee's response and distribution to  
Grievant (within 5 days of "J" if a  
meeting is held; otherwise; within 10  
days of "H")

\_\_\_\_\_

END OF LEVEL TWO: The grievant, if dissatisfied with the decision of the Superintendent/President or designee, may begin Level 3

**APPENDIX G-1 : GRIEVANCE PROCEDURE CONTROL FORM (Continued)**

**LEVEL THREE: ARBITRATION**

	<u>Date</u>	<u>Grievant</u>	<u>Supervisor</u>
L. Date of Grievant's request to F.A. to file for arbitration hearing (within 10 days of "K") (Not applicable when the Association is the grievant)			_____
M. Date of F.A. request to Vice President, Human Resources for arbitration hearing (within 10 days of "L"; within 20 days of "K" when the Association is the grievant)			_____
N. Grievant's conferees (if any)	(1)_____	(2)_____	
District representatives (if any)	(1)_____	(2)_____	
O. Arbitrator			_____
Date of Arbitration			_____
P. Date of Arbitrator's decision and distribution to:			
Grievant			_____
Vice President, Human Resources			_____
Faculty Association			_____

**APPENDIX G-2 : DISTRICT GRIEVANCE FORM**  
**LEVEL ONE**

To be completed by Grievant:

Grievant: \_\_\_\_\_ Dept. \_\_\_\_\_

Immediate Supervisor or District Representative: \_\_\_\_\_

1. Indicate the specific provision of the Agreement alleged to have been violated:

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2. Describe the grievance including a statement of how the violation of this provision has adversely affected the grievant: (use additional sheets if necessary)

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3. Indicate the specific remedy sought by the grievant: (use additional sheets if necessary)

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4. Decisions (if any) rendered at the informal conference: (use additional sheets if necessary)

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Date: \_\_\_\_\_

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Grievant's Signature



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***To be completed by Immediate Supervisor or District Representative***

5. Date of formal conference: \_\_\_\_\_

6. Written decision (to be completed within ten days of the conference):

(use additional sheets if necessary)

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Date: \_\_\_\_\_

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Immediate Supervisor or District Representative Signature

**APPENDIX G-3 : DISTRICT GRIEVANCE FORM**  
**LEVEL TWO: APPEAL**

Grievant: \_\_\_\_\_ Dept. \_\_\_\_\_

Immediate Supervisor or District Representative: \_\_\_\_\_

1. Level One decision received on \_\_\_\_\_  
(date)
2. Attach a copy of the original grievance and the decision rendered by the immediate supervisor.
3. Describe the reasons for the appeal of the Level One decision: (use additional sheets if necessary)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Date: \_\_\_\_\_

\_\_\_\_\_

Grievant's Signature

5. Decision of the Superintendent/President or designee: (use additional sheets if necessary)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

Superintendent/President or Designee Signature

**APPENDIX G-4 : GRIEVANCE PROCEDURE FLOW CHART**

**INFORMAL PROCEDURE**

STEP	ACTION	NUMBER OF DAYS	COMMENTARY
1	DISCOVERY Faculty Association Consultation, meet & confer with immediate supervisor		1. Grievant meets with FA, grievance officer  2. FA grievance officer schedules informal meeting with immediate supervisor

**LEVEL ONE: FORMAL GRIEVANCE**

STEP	ACTION	NUMBER OF DAYS	COMMENTARY
2	Submit Grievance Procedure Control Form: Level One to immediate supervisor	Must be submitted within <b>30 days</b> after the grievant's knowledge of conditions upon which the grievance is based	1. FA Grievance officer schedules formal meeting with immediate supervisor

STEP	ACTION	NUMBER OF DAYS	COMMENTARY
3	Formal meet and confer with grievant and immediate supervisor	Immediate supervisor must announce decision within <b>10 days</b> of the formal meeting	1. Rejected grievance on grounds of untimeliness requires an appeal and approval of Superintendent /President within <b>10 days</b> of notification  2. Superintendent/President must respond to rejected untimely grievance within <b>5 days</b>  3. Unsatisfactory response from Superintendent/President can be taken to arbitration

### LEVEL TWO: APPEAL

STEP	ACTION	NUMBER OF DAYS	COMMENTARY
4	Grievant submits Grievance Procedure Control Form Level Two: Appeal to Superintendent /President or designee	Must be submitted within <b>10 days</b> after receipt of unsatisfactory decision from immediate supervisor	
STEP	ACTION	NUMBER OF DAYS	COMMENTARY
5	Formal meet and confer with Superintendent /President or designee or receive written response from Superintendent /President or designee	Decision of Superintendent /President or designee must be received within <b>10 days</b> after submission of Appeal	

### LEVEL THREE: ARBITRATION

STEP	ACTION	NUMBER OF DAYS	COMMENTARY
6	Grievant request for Arbitration	Arbitration request must be made within <b>10 days</b> upon receipt of unsatisfactory decision of Superintendent /President. When the Faculty Association is the grievant, the Association has <b>20 days</b> to request impartial arbitration	1. FA Grievance officer must submit the grievance to impartial arbitration within <b>10 days</b>
STEP	ACTION	NUMBER OF DAYS	COMMENTARY
7	ARBITRATION Grievant, FA Officer, Attorney, Administrator, District Attorney and witnesses		1. FA and District selects Arbitrator 2. Arbitration Hearing

## **APPENDIX H : LIST OF COURSES WITH LOAD FACTORS**

The list of college courses with their individual load factors is available in the Office of Academic Affairs, department offices, the District's website and the office of the Faculty Association (Article 6.8.1).

## **APPENDIX I : SMC FACULTY SERVICE AREAS PROCESS**

### DEFINITION OF FACULTY SERVICE AREA

The term “faculty service area” means a service or instructional subject area or group of related services or instructional subject areas in which service is performed by faculty. The term “eligibility criteria” refers to criteria by which a faculty member is deemed competent to render service in a faculty service area.

### INTENT OF THE FSA COMMITTEE

1. The primary goal of the committee is to simultaneously provide protection for faculty positions and maintain the excellent quality of instruction and student services at Santa Monica College in the unlikely event of a reduction-in-force. This includes maintaining diversity of programs to the extent possible in such an emergency situation.
2. Faculty service areas and the bumping rights within them shall take effect only in the event of a college-wide reduction-in-force or program deletion which results in the dismissal of tenured or probationary faculty members. In the event of the elimination of a program in which faculty members can be reassigned to other areas of the college through the normal reassignment process (as defined in the SMC Equivalency Process), faculty service areas and bumping rights through seniority do not apply.
3. The first of the FSA Eligibility Criteria applies to the vast majority of faculty members at Santa Monica College.
4. The second of the FSA Eligibility Criteria is intended to protect faculty members with General Secondary Credentials and faculty members who have qualified to perform service in a discipline through the equivalency process. A 6 LHE fall or spring assignment or a 5 LHE summer session assignment indicates a significant commitment to a faculty member by a department, thus providing protection to disciplines while, at the same time, providing protection for faculty members who regularly have assignments split between disciplines.

### ELIGIBILITY CRITERIA FOR FACULTY SERVICE AREAS

To qualify for placement in a faculty service area, an employee must be a full-time tenured or probationary faculty member or an academic administrator with faculty tenure or administrative retreat rights and meet one of the following criteria:

1. Meet the California Community College Board of Governors minimum qualifications or possess a valid credential to perform service in the faculty service area; or
2. Have performed services of at least 6 LHE\* in a fall or spring semester or at least 5 LHE\* in a summer session in the faculty service area at Santa Monica College.\*\*

\* LHE = Lecture Hour Equivalent (Adjusted Hours) = Weekly Teacher Hour multiplied by Load Factor [Example: If weekly teacher hours = 8 and load factor = .750, Lecture Hour Equivalent (Adjusted) = 6 (8 times .750).]

\*\* In order for one tenured faculty member to bump another in the event of a reduction-in-force, the faculty member must not only be placed in the appropriate faculty service area through meeting the eligibility criteria, but must also be legally qualified to perform service in the faculty service area. Means of qualification other than meeting the Board of Governors Minimum Qualifications or possession of a California Community College subject area credential would include possession of a California Community College general secondary credential or having been certified by the department as possessing qualifications at least equivalent to the Board of Governors Minimum Qualifications.

#### PROCESS FOR ASSIGNMENT TO FACULTY SERVICE AREAS

1. All tenured full-time faculty members and academic administrators with faculty tenure shall be initially assigned by the Human Resources Office to one or more faculty service areas. This assignment shall be based upon the employee's academic qualification (meeting of statewide qualifications or possession of a valid subject area credential) and current (or most recent) faculty assignment.
2. Current probationary full-time faculty members shall be initially assigned by the Human Resources Office to one or more faculty service areas. The assignment shall be based upon the faculty member's academic qualifications (meeting of statewide minimum qualifications or possession of a valid subject area credential) and current faculty assignment.
3. All newly hired faculty members shall be initially assigned by the Human Resources Office to at least one faculty service area. The assignment shall be based upon the faculty member's academic qualifications (meeting of statewide qualifications or possession of a valid subject area credential) and initial faculty assignment.
4. Academic administrators who request and are granted administrative retreat rights shall be assigned to at least one faculty service area at the time that retreat rights are granted. The assignment shall be based upon the administrator's academic qualifications.
5. After initial assignment to faculty service areas have been made, tenured faculty members and academic administrators shall have the right to petition assignment to additional faculty service areas. The following form shall be used to enable the employee to provide evidence that the academic or faculty assignment conditions have been met. If the request for assignment to an additional faculty service area is approved, placement in the new faculty service area shall be retroactive to the date of application. (When a reduction-in-force has been declared by the Board of Trustees, applications to be assigned to additional faculty service areas must be submitted by February 15.)
6. Any dispute arising from an allegation that a tenured faculty member has been improperly denied placement in a faculty service area as requested in an application filed by the faculty member shall be classified as a grievance and is subject to the grievance procedure outlined in the Agreement between the Santa Monica Community College District and the Santa Monica College Faculty Association.
7. Initial date of hire as a permanent academic employee and subsequent years of uninterrupted service to the District shall be the determining factor for bumping rights within a given faculty service area. (Sabbaticals and other Board of Trustees approved leaves of absence are not considered interruptions in service.)
8. In the event that two employees are hired at the same time and are initially assigned to the same faculty service area, a lottery draw at the time of hire shall determine seniority. If no

lottery was held when two employees were hired at the same time, a lottery shall be held after a formal declaration of reduction-in-force is made.

9. The Human Resources Office shall be responsible for maintaining records of faculty service area assignment. The Faculty Association shall be informed of initial assignment and shall receive annual updates. The Faculty Association shall be notified before a reduction-in-force item is placed on the agenda for a Board of Trustees meeting and shall actively monitor the reduction-in-force process. Such monitoring shall include immediate notification of the names of those being laid off or bumped and the basis (all names and data used) for the decision.



**SANTA MONICA COLLEGE HUMAN RESOURCES - HUMAN RESOURCES SERVICES**

**APPLICATION FOR PLACEMENT IN AN  
ADDITIONAL FACULTY SERVICE AREA**

NAME:

DEPARTMENT:

NEW FSA:

Indicate through which of the following eligibility criteria you qualify for placement in the new faculty service area:

I meet the California Community College Board of Governors Minimum Qualifications or possess a valid California Community College subject credential to perform service in the faculty service area.

I have performed service of at least 6 LHE in a fall or spring semester or at least 5 LHE in a summer session in the faculty service area at Santa Monica College. \*

\* In order for one tenured faculty member to bump another for reasons of seniority in the event of a reduction-in-force, the faculty member must be legally qualified to perform service in the faculty service area as well as having been placed in the faculty service area through meeting the eligibility criteria.

Briefly explain how you qualify for placement in the new faculty service area. (Please attach appropriate documentation.)

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Signature of Employee

Date

APPROVAL:

**EXAMPLE USING PROPOSED  
SMC FACULTY SERVICE AREAS PROCESS**

**NOTE:** In order for one tenured faculty member to bump another for reasons of seniority in a reduction-in-force situation, the following two conditions must be met:

1. The faculty member must be legally qualified to perform service in the new discipline by meeting the Board of Governors Minimum Qualifications in the new discipline, being certified by the new department as possessing qualifications at least equivalent to the Board of Governors Minimum Qualifications, or possessing a valid California Community College Credential to perform service in the subject area.
2. The faculty member must have been placed in the appropriate faculty service area through meeting the eligibility criteria.

**FRANK FREUD**

Frank has a Bachelor's degree in psychology, a Master's degree in sociology, and a lifetime credential in sociology. He is a tenured faculty member who has taught sociology at SMC for several years, but he is the least senior faculty member in sociology. He is more senior, however, than one tenured psychology instructor. There is now a reduction-in-force situation which dictates the elimination of one sociology position. Can Frank bump the psychology instructor?

Yes. The combination of a Bachelor's degree in psychology and a Master's degree in sociology qualifies Frank to teach psychology under the board of Governors minimum qualifications. Meeting the board of governors minimum qualifications also makes Frank eligible for Psychology FSA.

**BARBARA BARRYMORE**

Barbara has Bachelor's and Master's degrees in Theatre Arts as well as a lifetime Theatre Arts credential. Five years ago in a fall semester, she taught a total of 6 LHE in the Music Department under a two-year limited service credential. Barbara has never applied to the Music Department for certification of equivalency to the Board of Governors Minimum Qualifications. A reduction-in-force situation dictates the elimination of one Theatre Arts position. As the least senior member of the theatre arts faculty, can Barbara bump a music instructor with less seniority?

No. Although Barbara is eligible for Music FSA because of her 6 LHE of teaching in the Music Department, she is no longer qualified to teach music. (Her temporary credential has expired and she does not meet the Board of Governors' minimum qualifications in music-Master's degree in music or Bachelor's degree in music and Master's degree in humanities-nor has she been certified by the Music Department as possessing qualifications at least equivalent the Board of Governors Minimum Qualifications.)

### **CATHERINE CURIE/NATHANIEL NEWTON**

A reduction-in-force situation dictates the elimination of two physics positions. Catherine Curie, who has a Bachelor's degree in chemistry and a Master's degree in physics, has taught physics at SMC for ten years. Nathaniel Newton, who has a Bachelor's degree in mathematics and a Master's degree in physics, has taught physics at SMC for 6 years. What bumping rights do Carole and Nathaniel have? (The least senior chemistry instructor has taught at SMC for twelve years. The least senior math instructor has taught at SMC for five years.)

Catherine's Bachelor's degree in chemistry and Master's degree in physics qualify her to teach chemistry under the Board of Governors Minimum Qualifications, and meeting the minimum qualifications in the discipline makes her eligible for the Chemistry FSA. However, she has less seniority than the most recently hired chemistry instructor, so she has no bumping rights.

Nathaniel's Bachelor's degree in mathematics and Master's degree in physics qualify him to teach math under the Board of Governors Minimum Qualifications, and meeting the minimum qualifications in the discipline makes him eligible for the Math FSA. Since he has more seniority in the District, he may bump the most recently hired math instructor.

### **MARVIN MICROSOFT**

Marvin Microsoft, the least senior tenured English department faculty member, has Bachelor's and Master's degrees in English, and, through equivalency certification by the Business Department, he has taught word processing classes as part of his teaching load (as much as 7.5 LHE in some fall and spring semesters.) Marvin has more seniority than one Office Information Systems tenured faculty member. In a reduction-in-force situation where one English position is to be eliminated, can Marvin bump the less senior OIS faculty member?

Yes. The equivalency certification by the Business Department legally qualifies him to teach word processing. The fact that he has taught, in a fall or spring semester, at least 6 LHE in word processing makes him eligible for the appropriate FSA.

### **PETER PICASSO/CONSTANCE CHANEL**

Enrollments in the Art Department have fallen to the extent that is necessary for the administration to eliminate one art position. Peter has a Master's degree in Art and has been teaching in the Art Department at SMC for five years. Constance has lifetime credentials in both art and fashion and related technologies and has been teaching at SMC for twelve years. Peter and Constance are the least senior members of the Art Department faculty. The administration does not wish to layoff a faculty member, but can no longer provide a legitimate teaching load for all of the art faculty. Since enrollments in fashion design have been increasing rapidly, and there are 2 FTE's of weekly teacher hours covered by part-time faculty in the fashion program, the administration has decided to reassign Constance to the fashion program. Since Constance has more seniority than Peter, can this be done?

Yes. Seniority and FSA eligibility play no part in a reassignment process which does not involve laying off a faculty member. The District has the right to reassign any faculty member as long as the faculty member is legally qualified to perform service in the new area. Constance's credential in fashion qualifies her to teach in that program, and an assignment exists for her there.

### **APPENDIX J : SELF-EVALUATION**

For each category, indicate the way or ways in which you completed the assignment. Include the date(s) as well. Put "N/A" if duty is not applicable to your assignment; not all activities are required.

**Classes taught at either on or off-campus locations, or approved reassigned time activities completed:**

**Student office hours:**

**Approved conferences and field trips:**

**Consultation with other faculty, the administration, and community members:**

**Interacting with students as a mentor, club advisor, or event advisor:**

**Maintaining subject matter currency by any of the following:**

a	reading professional literature
·	
b	being a member of a professional association
·	
c	publishing a book or article
·	
d	presenting a workshop or completing a sabbatical or fellowship project
·	
e	participating in curriculum development by:
·	- working with four-year colleges to facilitate articulation;
	- revising course outlines or developing new courses;
	- participating in assignment-based research (e.g. student tracking):

**Participating in Governance by any of the following, or a similar activity:**

a.	participating on a college committee, Academic Senate committee, Faculty Association committee, or task force;
b.	participating in peer review (hiring committees, tenure evaluation, biannual evaluation of part-time faculty);
c.	mentoring new faculty:

**APPENDIX K : MEMORANDUM OF UNDERSTANDINGS  
REGARDING WORKING CONDITIONS AND OTHER ISSUES**

This appendix contains each Memorandum of Understanding that is placed in force during the contract period, and other documents which relate to faculty employment issues that have the force of such a memorandum.

**MEMORANDUM OF UNDERSTANDING**

**April 2, 2003**

As a result of the reduction in State revenue that the District will receive for the 2003-04 fiscal year, it will be necessary to reduce the number of class sections and services offered during each of the academic terms. This will have a significant effect on the available assignments for part-time faculty and will impact the ability to provide those part-time faculty identified as Associate Faculty members with an assignment currently provided for under the collective bargaining agreement. Therefore, the District and the Association agree as follows:

For the 2003-2004 academic year only, the provisions under Article 6, Section 6.5.6- Associate Faculty- under reemployment rights will be suspended and replaced with the following:

1. It shall continue to be the responsibility of Department Chairs to recommend to the Vice President, Academic Affairs or the Vice President, Student Services, the part-time faculty to be assigned within their department.
2. In filling available assignments for part-time faculty, subject to paragraph 3 below, the Department Chair will first provide an assignment to all available part-time faculty who have achieved Associate Faculty status as of the March 2003 list unless there are not enough assigned hours available to provide each Associate Faculty member an assignment at the level of the previous year. Then the Department Chair may assign a lower part-time assignment. Also, if there are not enough assigned hours for all Associate Faculty members, the Department Chair will determine which Associate Faculty members will receive an assignment and at what level of hours.
3. In determining Associate Faculty member assignments, the Department Chair shall take into consideration not only whether the Associate Faculty member meets the minimum qualifications for an assignment but also whether the Associate Faculty member has prior experience in the assignment.
4. If an Associate Faculty member is not provided with at least the same number of assigned hours as assigned in the 2002-03 academic year, or if the Associate Faculty member is not offered an assignment, such an Associate Faculty member shall, if rehired for the 2004-05 academic year, be entitled to an

assignment that reflects the assigned hours the faculty member was assigned during the 2002-03 academic year.

5. Any Associate Faculty member who was assigned an office hour during the 2002-03 academic year shall for the 2003-04 academic year continue to hold his/her office hour regardless of any reduction in his/her assignment. All office hours for part-time Associate Faculty, as provided for under Article 6, Section 6.5.2 shall be assigned to an appropriate instructional laboratory.

This memorandum of understanding shall not modify any other portions of Section 6.5.6 or any other provisions of the collective bargaining agreement.



**MEMORANDUM OF UNDERSTANDING  
NON-CLASSROOM PART-TIME FACULTY**

**JUNE 28, 2003**

Part-time faculty with non-classroom assignments are paid for eighteen weeks per semester, based on the old eighteen week calendar. With the compressed schedule, non-classroom part-time faculty will continue to be paid on the same basis. The work assignment will be compressed with the number of hours assigned per week during the traditional calendar being multiplied by eighteen and divided by seventeen to determine the number of hours that will be worked per week on the compressed calendar. Fractions of an hour will be rounded as shown in table 1.

In addition, each non-classroom part-time faculty member will be assigned to work seventeen weeks each Fall and Spring semester. For those with an assignment which contains only sixteen weeks in the official Fall or Spring semesters due to being regularly scheduled to work on Wednesdays, Thursdays and Fridays, an additional assignment will be required, in order to fully complete the 17th week of the assignment, either before or after the official end date of each semester. For programs that have needs during other times of the year, for example Spring Recess, the hours for the seventeenth week may be scheduled at a time mutually agreed upon by the supervisor and the part-time faculty member. Part-time non-classroom faculty shall not do any flex time for their non-classroom assignment.

Hours/week traditional schedule	Hours/week compressed schedule
18	19
17	18
16	17
15	16
14	15
13	14
12	12.5
11	11.5
10	10.5
9	9.5
8	8
7	7
6	6
5	5
4	4
3	3
2	2
1	1

**MEMORANDUM OF UNDERSTANDING**  
**Benefits Committee**

**January 11, 2005**

The Santa Monica Community College District (“District” or “administration”), the Santa Monica College Faculty Association (“Faculty Association”) and the California School Employees Association, Chapter 36 (“CSEA”) hereby agree to creation of a joint Collegewide Benefits Committee as provided below:

**I. Structure:**

The committee will be composed of nine voting members and one or more resource person(s). Three members will be selected from the three constituent groups: the Faculty Association, CSEA, administration. Each constituent group selects their representatives. Each member has one vote; the resource person(s) has no voting privilege

A quorum is defined as seven of the nine voting member including at least one of the co-chairs

The committee will have 2 co-chairs from 2 different groups. The co-chairs may not be from the same constituent groups. The committee will elect the co-chairs. For any motion and or proposal to be adopted by the committee, it must have 2/3 + 1 affirmative votes of the voting members present at a committee meeting where a quorum is present. For the committee to take a vote a quorum must be present.

The committee may meet as frequently as deemed appropriate by the members of the committee but will meet at least once per month. Release time shall be provided for members of the committee for the time in which the committee is meeting.

**II. Mission:**

The role of the committee is to contain the cost of the District’s health benefits program while maintaining the quality of the benefits available to the employees, retirees, and eligible dependents.

The committee shall have the authority to:

1. Review the District’s health benefits program and recommend to the District and the respective bargaining units any changes to the current program’s benefits necessary to contain costs while maintaining the quality of the benefits available to employees, retirees, and eligible dependents.
2. Recommend the selection or replacement of a benefits consultant to: a. assist the committee in evaluating and recommending health benefit plans and b. represent the Collegewide Benefits Committee in obtaining information and quotes from various health care providers or consortiums.
3. Evaluate and recommend a benefit plan provider(s).

4. Review and make recommendations regarding communications to faculty and staff regarding the health benefits program and their use of health care services under it.
5. Review and make recommendations regarding benefit booklets, descriptive literature, and enrollment forms.
6. Study recurring enrollee concerns and make recommendations for their resolution.
7. Participate in an annual review of the effectiveness of the health benefits program.

The District will make available to the committee all relevant District financial information and any other relevant and non-privileged/confidential information that the committee may need.

The committee shall submit its recommendation(s) to the parties no later than two (2) weeks from the date that PERS releases its rates for 2006. In the event that the committee makes no recommendation(s) or fails to submit its recommendation(s) by the deadline set forth above, the issue of health benefits shall solely be addressed in negotiations between the respective parties.

### **III. Negotiations**

During the period of time prior to the committee submitting its recommendation(s), there shall be no negotiations between the parties on anything contained in Article 10 and the status quo as set out in Article 10 shall be maintained. Article 10 will be reopened for negotiation once the committee submits its recommendation(s).

Article 10 as used above shall be understood to mean Article 12 of the District-CSEA Agreement.

**MEMORANDUM OF UNDERSTANDING  
REGARDING PART-TIME FACULTY RETIREMENT**

**June 5, 2008**

1. **Parties.** This Memorandum of Understanding (“MOU”) is between the Santa Monica Community College District (“District”) and the Santa Monica College Faculty Association (“SMCFA”). Collectively, the District and the SMCFA are referred to herein as the “Parties”.
  
2. **Recitals.** This MOU is based on the following factual recitals:
  - A. On January 22, 2008, the SMCFA filed a Petition for Writ of Mandate (“Petition”) in Los Angeles County Superior Court, Case No. BS112975, naming the District as Respondent.
  
  - B. The Parties acknowledge that errors have been made with respect to the retirement benefits of some part-time faculty members at Santa Monica College, and that the District has been working to resolve these errors.
  
  - C. The Parties wish to resolve this matter in an amicable and mutually beneficial manner.
  
3. **Agreements.** The Parties agree as follows:
  - A. By June 16, 2008, the District shall provide to SMCFA a complete list (“List”) of part-time faculty who currently are enrolled in STRS but who were moved to the STRS Defined Benefit Plan in error, along with the date of the error.
  
  - B. The Parties shall confirm with STRS that the employees on the List who choose to do so may remain with STRS, retroactive to the initial date of the error.
  
  - C. The Parties shall confirm with MetLife that employees on the List who choose to do so may switch back to MetLife, retroactive to the initial date of the error.
  
  - D. By July 15, 2008, assuming that STRS provides this information, the District shall inform the employees on the List, by certified mail and by e-mail, with copies to the SMCFA, that they were enrolled in STRS due to an error, and that they have 60 days from the date of the letter to notify the District whether they wish to stay in STRS or switch back to MetLife. The letter also will announce a workshop to be conducted jointly by the Parties regarding retirement plan options.

- E. For those employees on the List who decide to stay with STRS and who were enrolled concurrently in both STRS and MetLife during any period of time:
  - 1. The District will arrange with the Los Angeles Office of Education (“LACOE”) for MetLife to refund the employees’ excess contribution to the employees.
  - 2. The Parties, through their legal counsel, will jointly make a request that MetLife reimburse the employees for any interest owed. If MetLife denies this request, then the sole remedy available to SMCFCA and the employees would be an action against MetLife, not against the District.
  
- F. For those employees on the List who decide to switch back to MetLife, and who were enrolled concurrently in both STRS and MetLife during any period of time:
  - 1. The District will arrange with LACOE for STRS to refund the employees’ excess contribution to the employees.
  - 2. The Parties, through their legal counsel, will jointly make a request that STRS reimburse the employees for any interest owed. If STRS denies this request, then the sole remedy available to SMCFCA and the employees would be an action against STRS, not against the District.
  
- G. For all those employees on the List who decide to switch back to MetLife, for the period that contributions were made only to STRS:
  - 1. The District will arrange with LACOE for the proper reallocation of the employees’ contribution.
  - 2. The District will arrange to have deposited in each employee’s MetLife account the appropriate employer’s contribution.
  - 3. The Parties, through their legal counsel, will jointly make a request that STRS reimburse the employees for any interest owed. If STRS denies this request, then the sole remedy available to SMCFCA and the employees would be an action against STRS, not against the District.
  
- H. In order to identify any part-time faculty members who are not contributing to any retirement plan, the District will provide SMCFCA with a roster of part-time faculty members (“Roster”), created by the District on or about June 16, 2008, identifying which retirement plan each employee is contributing to. Any part-time faculty member who is required by law to contribute to a retirement plan, and who is not doing so, shall be placed in the available retirement plan of their choice. For all employees on the Roster

who are required by law to contribute to a retirement plan, and who are not doing so, employee and employer contributions into the employees' accounts will be made by the District.

- I. Petitioner will dismiss the Petition with prejudice upon execution of this MOU and Petitioner's receipt of the List.

**APPENDIX L-1 : OFFER OF EMPLOYMENT #1**

To:

Upon the recommendation of your department chair and the appropriate Administrator, your name is being sent to the Board of Trustees of the Santa Monica Community College District for employment as a part-time faculty member. Your assignment, its length, and your maximum pay will be as follows:

Instruction begins \_\_\_\_\_ and ends \_\_\_\_\_

Maximum pay includes compensation for flex hours and the elongation of classes necessitated by the new college calendar. (If the assignment is for the full semester, this amount is equal to that for 18 weeks of instruction under the traditional college calendar).

Part-time faculty will receive their compensation in four installments. Checks are disbursed according to the schedule provided by the Payroll department. If you are a continuing faculty member and participating in direct deposit, please notify the payroll office that you want to continue doing so.

If you have a class assignment, completion of the assignment requires that grades for all classes be turned in to the Admissions and Records office by the appropriate deadline date. The District reserves the right to delay issuing the last paycheck of any part-time faculty member until the grades for all of that faculty member’s classes have been turned in to the Admissions and Records Office.

Any questions concerning this offer should be directed to the appropriate administrator:

\_\_\_\_\_, Emeritus College  
\_\_\_\_\_, Academic Affairs  
\_\_\_\_\_, Counseling and Retention

This Offer is valid until \_\_\_\_\_ and must be accepted or rejected before that date.

Please check the appropriate space below, sign, and return the original to:

Human Resources Office - Academic Personnel  
Santa Monica College  
1900 Pico Blvd.  
Santa Monica, CA 90405

I accept this offer of employment

**I DO NOT** accept this offer of employment

\_\_\_\_\_

By: \_\_\_\_\_

Employee signature

Dean, Human Resources

**APPENDIX L-2 : OFFER OF EMPLOYMENT #2**

To:

Upon the recommendation of your department chair and the appropriate Administrator, your name is being sent to the board of Trustees of the Santa Monica Community College District for employment as a part-time faculty member. Your assignment, its length, and your maximum pay will be as follows:

Instruction begins \_\_\_\_\_ and ends \_\_\_\_\_

If you have a teaching assignment:

1. The assignment may be modified or cancelled should the enrollment not be sufficient to merit continuation.
2. The assignment may be modified or cancelled if your class is needed to complete the contract of a tenured or probationary full-time faculty member.
3. To complete this assignment, grades for all classes must be turned in to the Admissions and Records office by the appropriate deadline date. The District reserves the right to delay issuing the last paycheck of any part-time faculty member until the grades for all of that faculty member’s classes have been turned in to the Admissions and Records Office. The District reserves the right to cancel any classes or change any assignment as needed.

Any questions concerning this offer should be directed to the appropriate administrator:

\_\_\_\_\_, Emeritus College  
 \_\_\_\_\_, Academic Affairs  
 \_\_\_\_\_, Counseling and Retention

Part-time faculty will receive their compensation in four installments. Checks are disbursed according to the schedule provided by the Payroll Department.

This Offer is valid until \_\_\_\_\_ and must be accepted or rejected before that date. Your employment becomes binding only when subsequently approved by the Board of Trustees.

Please check the appropriate space below, sign, and return the original to:

Human Resources Office - Academic Personnel  
 Santa Monica College  
 1900 Pico Blvd.  
 Santa Monica, CA 90405

I accept this offer of employment

**I DO NOT** accept this offer of employment

\_\_\_\_\_

By:

\_\_\_\_\_

Employee signature

Dean, Human Resources



### APPENDIX L-3 : ASSOCIATE FACULTY LETTER

[Date]

Dear Professor:

I am pleased to inform you that you have achieved the status of Associate Faculty at Santa Monica College.

As an Associate Faculty member, you will receive an annual employment contract beginning [ ]. In addition, Article 6.6 of the collective bargaining agreement between Santa Monica College and the Santa Monica College Faculty Association establishes some specific employment terms applicable to Associate Faculty. We encourage you to refer to the collective bargaining agreement and to speak with your Department Chair if you have any questions regarding your Associate Faculty status.

We appreciate your commitment to your profession, to your students, and to Santa Monica College.  
Sincerely,

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Academic Affairs

**APPENDIX M : USAGE PLAN FOR BANKED HOURS**

This Usage Plan Form helps you build an appropriate plan to reduce your banked hours to 30.0 or fewer LHEs, as described in Article 21.3. Per the agreement between the Faculty Association and the District, you must submit a plan to the Vice President of Academic Affairs regarding how you intend to use this banked time. In addition, while your banked hours exceed 30.0 LHE, you may not bank any additional hours until your bank balance falls below 30.0 LHE. Submit your plan to the Office of Academic Affairs.

NAME:	DEPARTMENT:	BANK BALANCE: AS OF:
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**USAGE OPTIONS**

	<p>I intend to take a semester off. Please specify Term: _____ Year: _____          (While on semester leave, you utilize 15 hours from your bank to receive full compensation when not teaching any classes. This leave must be approved in advance by your department chair and the Vice President of Academic Affairs)</p>
	<p>I intend to accept a reduced assignment. Please specify banked hours you plan to use: _____LHE          Term: _____ Year: _____          (While on a reduced assignment, you utilize hours from your bank to receive full compensation when teaching less than your contract load of 15 LHEs)</p>
	<p>I intend to accept pay during intersession. Please specify Term: _____ Year: _____          (While on intersession leave, you utilize hours from your bank to receive full compensation when not teaching. Intersession leave shall be paid at a faculty member’s current overload rate for a total of 6 LHEs)</p>
	<p>I intend to use my banked hours to be paid for an overload assignment. Please specify banked hours you plan to use: _____LHE Term: _____ Year: _____          (When on an overload assignment, you utilize hours from your bank for a total of 6 LHEs during any semester. As described in Article 6.9, overload assignments shall be paid at a faculty member’s current overload rate)</p>

SIGNATURE:	DATE:
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**APPENDIX N : REASSIGNED TIME FORMULA FOR DEPARTMENT CHAIRS**

The following procedure was used to calculate the amount of reassigned time for department chairs

- 1) Fall 2010 WTH is used to represent the size of each department.
- 2) Not including the two highest and the two lowest WTH, the mean and standard deviation (SD) are calculated.
- 3) Every department chair starts with a base of 6 LHE.
- 4) The base shall be adjusted according to WTH in each department as expressed in the following table:

WTH	Adjustment in LHE
WTH < Mean -2.5 SD	-3
Mean -2.5 SD <= WTH < Mean -1SD	-1.5
Mean - 1SD <= WTH < Mean	0
Mean <= WTH < Mean + 1 SD	1.5
Mean +1 SD <= WTH < Mean +2 SD	3.0
Mean +2 SD <= WTH < Mean + 3 SD	4.5
Mean +3 SD <= WTH < Mean + 4 SD	6.0
Mean +4 SD <= WTH < Mean + 5 SD	7.5
WTH >= Mean + 5 SD	9.0

- 5) Reassigned time = Base (6 LHE) + Adjustment in LHE
- 6) In the case of department chairs for whom the amount of reassigned time calculated in #5 results in an amount less than their Fall 2004 reassigned time, a dollar amount equal to \$475 \* (the Fall 2004 reassigned time – the reassigned time calculated in #5) is added to their stipend to be used only for the purpose of purchasing the amount of reduction in reassigned time and bringing it up to the level of Fall 2004 reassigned time.
- 7) For the Counseling Department, reassigned time is calculated based upon total WTH in teaching and counseling, excluding those in special programs.

**APPENDIX O : IMPLEMENTATION TIMELINE**

<b>Article</b>	<b>Description</b>	<b>Implementation</b>
6.13	Additional Responsibility Stipends	Effective Fall 2022, retroactive pay by June 30, 2023
6.16	Assistant Coaching Stipends	Effective Fall 2022, retroactive pay by June 30, 2023
6.19	Academic Senate President	Effective Fall 2022, retroactive pay by June 30, 2023
8.1	<u>2022-2023 Academic Year</u> Increase Salary Schedules by 7%	Effective Fall 2022 First implementation: May 31/June 1 paychecks. Retroactive pay issued no later than June 30, 2023
	<u>2023-2024 Academic Year</u> Increase Salary Schedules by 75% of received COLA	Beginning of 2023-2024 Academic Year.
	<u>2024-2025 Academic Year</u> Increase Salary Schedules by 75% of received COLA	Beginning of 2024-2025 Academic Year.
8.9	Longevity	Retroactive 2022-2023 longevity pay by July 31, 2023 2023-2024 and beyond: beginning of Academic Year
22	Department Chairs and Coordinators	Effective Fall 2022, retroactive pay by June 30, 2023
Appendix R	Stipends	Effective Fall 2022, retroactive pay by June 30, 2023

## APPENDIX P : BOARD OF TRUSTEES POLICY 4154

### Leaves - Vacations

#### Catastrophic Illness/Injury Leave Donation 4154.1

The purpose of this plan is to ensure that an employee with a catastrophic illness or injury continues to receive medical benefits during the recovery period and continues to receive his/her regular salary to the extent possible. This will be accomplished through the establishment of a program for leave donations which may be made to a specific individual or to a District-wide leave bank.

Catastrophic illness or injury is defined as one that is expected to incapacitate the employee for an extended period of time, and taking extended time off work creates a financial hardship for the employee because he or she has exhausted all of his or her sick leave and other paid time off. Examples include, but are not limited to, life threatening injury or illness; cancer; aids; heart surgery; stroke; etc.

#### Leave Bank 4154.2

1. Any employee may donate accumulated leave but MUST retain no fewer than twenty (20) days or 160 hours of sick leave in his/her personal account. An employee who is retiring or terminating and wishes to donate unused sick leave may do so with no limitation; 50% of their donation will be credited to the leave bank.
2. Accumulated vacation days/hours may be donated with no restriction.
3. All donated days/hours are irrevocable.
4. Unused donated days will revert to the Leave Bank for use by other catastrophically ill or injured employees who request and are approved to use days/hours from the bank.
5. Donated sick leave or vacation days/hours are credited and charged on the basis of day-for-day regardless of the classification and/or salary of either the donee or the donor.
6. Leave may be donated either to an individual account or to the District-wide leave bank at the option of the donee.

#### Employee Eligibility 4154.3

1. The employee must be/expected to be incapacitated or absent for an extended period of time no fewer than 30 consecutive calendar days.
2. The employee or authorized designee must submit a letter to the Vice President of Human Resources requesting either a call for specific donations or donations from the District leave bank.
3. The employee must submit medical verification which is subject to verification by the District. The District may require additional medical verification from a physician selected by the District and at the expense of the District.

4. Faculty must use all accumulated/advanced sick leave prior to using any donated leave. Administrators, managers and classified employees must use all accumulated/advanced sick leave plus all accrued vacation prior to using any donated leave.
5. All donated leave must be used within a 12-month period after the donation and may be used only for the specified catastrophic illness or injury. Leave days will be placed in a special donated account for up to one year. If the employee returns to work and has a reoccurrence of the same or related catastrophic illness or injury, after using any accumulated/advanced sick days, previously donated days may be used.
6. In unusual circumstances, the Catastrophic Illness/Injury Committee may consider and approve a request to extend the period of use of donated days for a period of up to one additional year.
7. NOT COVERED: Stress related illness; elective surgery, normal pregnancy, workers compensation claims, disabilities resulting from alcoholism or drug addictions, intentionally self inflicted injuries, or normal illness such as recurring colds, flu, allergies, headaches, etc.
8. Any employee who has omitted relevant or provided falsified information on his/her medical history or other medical documentation may be denied access to the benefits of this plan.

#### Catastrophic Illness/Injury Committee 4154.4

1. A joint District catastrophic illness/injury committee will oversee the implementation of this plan. This committee will be chaired by the Vice President of Human Resources.
2. The committee will be comprised of one (1) representative appointed by the Faculty Association, CSEA and Management respectively. In addition, either the Faculty Coordinator for Health Services or the Director of Health Services will serve as an advisor to the committee. In the event the committee is unable to reach a decision regarding eligibility for donated leave the District will obtain an advisory opinion from an appropriate physician and provide the committee with that information. In the event the committee is still unable to reach a decision the Vice President of Human Resources will make the final decision.

#### Miscellaneous 4154.5

1. Participation in this plan is voluntary on behalf of the donor or the donee. Participation is not subject to the Grievance process in any bargaining agreement or District policy.
2. Amendments/modifications to the plan shall be mutually agreed to by the Faculty Association, CSEA, Management and the Board of Trustees.
3. The Catastrophic Illness/Injury committee will meet to determine forms and procedures for implementation and appropriate participation by part-time faculty who accumulate sick leave.

## **APPENDIX Q : DUTIES AND RESPONSIBILITIES OF DEPARTMENT CHAIRS**

Under the direction of the appropriate Vice President, the department chair will:

### **OPERATION FUNCTIONS**

1. Chair department search committees for the hiring of new full and part-time faculty.
2. Assist in the selection of new classified employees.
3. Assist in the evaluation of all classified and academic personnel.
4. Arrange for substitute faculty, who have been processed through the Office of Human Resources, as needed to meet class demand.
5. Report to Human Resources attendance and absence of department personnel for payroll purposes.
6. Resolve exigent and ongoing problems which inhibit departmental operations and/or performance of personnel.
7. Develop and submit in a timely fashion, department recommendations for class schedules.
8. Maintain system and account for professional development activities of department personnel, i.e. flex activities.
9. Arrange and facilitate regular departmental meetings.
10. Recommend physical plant improvements and needs with respect to classroom, office, building and environmental conditions.
11. Assist in planning and administering the annual department budget including recommending purchase of major equipment, supplies and maintenance contracts.
12. Assist with development and implementation of hazardous substances, fire and safety policies.
13. Attend monthly department chair meetings, workshops, college planning committees and other meetings or situations where department chairs' input is needed.
14. Ensure that office hours are scheduled and maintained.
15. Ensure that part-time faculty are notified of department meetings on a timely basis and report compliance with this matter in accordance with provisions of the contract.
16. Participate in the nomination of candidates for the designation of associate faculty and their evaluation.
17. Notify the Office of Human Resources of all part-time faculty not being offered a subsequent assignment in the final run of the schedule so that appropriate letters may be sent.

### **INSTITUTION – DEPARTMENT LIAISON FUNCTION**

1. Represent department issues, needs and concerns to the administration, campus and community groups through participation in appropriate college committees and task forces.
2. Assist in assuring departmental compliance with established board policies and procedures, administrative regulations and negotiated agreement.

### **PROFESSIONAL AND CURRICULUM FUNCTIONS**

1. Represent the professional development interests of faculty and staff to the college community and appropriate committees.

2. Provide leadership in developing staff training experiences appropriate to the needs of department faculty and staff.
3. Provide departmental leadership in the selection, development and utilization of instructional materials including assisting with adoption and ordering textbooks through the bookstore, methodologies and quality.
4. Assist in maintaining reasonably uniform standard of course content, consistent with all approved curricular processes.
5. Review and recommend curriculum offerings.
6. Review individual flex plans and coordinate departmental flex activities.
7. Assist in the orientation and mentoring of new full-time and part-time faculty.
8. Participate in opportunities for leadership development as a part of their own professional development.

#### STUDENT ASSISTANCE AND MATRICULATION FUNCTIONS

1. Assist student and/or department faculty in resolution of complaints and disputes.
2. Maintain department file of current course outlines and syllabi which will be available to students.
3. Assist in maintaining reasonably uniform standard of course content and grading practices.
4. Assure the timely completion of student evaluation processes and procedures.
5. Assist in transcript review for equivalencies, compliance with matriculation plan element, and resolution of prerequisite challenges.

#### PERSONAL ACADEMIC RESPONSIBILITIES

1. In addition to the responsibilities indicated above, department chairs have faculty assignments and all the duties and responsibilities shared by academic personnel.



**Department Chair, Library**  
**DUTIES AND RESPONSIBILITIES**

Under the direct supervision of the Library Administrator, the Library Chair will:

1. Chair department search committees for the hiring of new full and part-time librarians.
2. Coordinate the evaluation of all librarians with the exception of librarians in their first and second years of the probationary process.
3. Attend monthly department chair meetings, workshops, college planning committees and other meetings or situations where department chairs' input is needed and communicate information from these meetings to other department members in a timely manner.
4. Coordinate the library department's professional development activities for librarians, review and approve or deny individual flex activity proposals, and report departmental flex attendance via the college's online flex system. In collaboration with the Library administrator, plan and implement additional librarians' activities to support the department.
5. Make recommendations to and collaborate with the Library administrator in scheduling and ensuring that all library faculty services are staffed adequately.
6. Assist Library administrator in ensuring that reference desk assignments are adhered to and revise the daily reference desk schedule when absences occur to ensure maximum library service. Consult with the Library administrator if substitutes need to be hired to cover for librarian absences.
7. Collaborate with the Library administrator in developing policies and procedures for library services, including reference, technical services, collection development, bibliographic instruction and service to satellite locations.
8. Collaborate with the Library administrator on evaluating and updating library collections.
9. Resolve student complaints about reference service, Library instruction, noise and/or disruptions that cannot be resolved by a librarian
10. Assist librarians in resolving their complaints and disputes and confer with the Library administrator about the outcome.
11. In addition to the responsibilities indicated above, Department Chairs have faculty assignments and all the duties and responsibilities shared by academic personnel.

**Department Chair, Health Sciences**  
**DUTIES AND RESPONSIBILITIES**

Under the direct supervision of the Associate Dean, Health Sciences, the Health Sciences Chair will:

1. Chair department search committees for the hiring of new full and part-time faculty in the Health Sciences.
2. Coordinate the evaluation of all Health Sciences faculty with the exception of those faculty in their first and second years of the probationary process.
3. Upon request of the Associate Dean, assist in the selection of classified staff.
4. Attend department chair meetings, workshops, college planning committees, Career Education committee meetings and other meetings or situations where department chairs' input is needed and communicate information from these meetings to other department members in a timely manner.
5. Coordinate the Health Sciences department's professional development activities for faculty, review and approve or deny individual flex activity proposals, and report departmental flex attendance via the college's online flex system. In collaboration with the Associate Dean, plan and implement additional Health Sciences activities to support the department.
6. Make recommendations to the Associate Dean in scheduling and ensuring that all Health Sciences classes are adequately staffed and clinical placements meet program needs.
7. Collaborate with the Associate Dean in the curriculum approval process for new and revised Health Sciences courses.
8. Ensure that faculty office hours are scheduled and maintained.
9. Ensure that part time faculty are notified of department meetings in accordance with provisions of the faculty contract.
10. Lead Health Sciences department meetings in the Associate Dean's absence.
11. Address Health Sciences student complaints and refer unresolved issues to the appropriate parties.
12. Assist department faculty in resolving their complaints and disputes and confer with the Associate Dean about outcome.
13. In addition to the responsibilities indicated above, Department Chairs have faculty assignments and all the duties and responsibilities shared by academic personnel.

## APPENDIX R: STIPENDS AND ADDITIONAL COMPENSATION

Approved Course Development for New Program, or existing program if adjunct faculty	\$1200/course
Approved Course Development for Upper Division Course	\$3000/course
Approved Course Modification or Transformation	\$600/course
Assistant Coaching	Article 6.15
Common essay Exam/ESL Placement Test	Up to \$150/day
Distance Education	Article 20
Dual Enrollment Site Coordination	\$250 for the first class section, \$100 each additional class
ESL Tutoring Coordination	\$1500 per semester
Faculty Fellowships	Article 6.19
Grant Participation	\$250 to \$5000 per semester (depending upon scope)
Independent Study	
88A or 88B (by discipline)	\$150/student/semester \$450 maximum
Theatre Arts 18A/B/C	\$150/student/semester, no maximum
Music 92	\$1755/student/semester, no maximum
Internship/Cooperative Work Experience/Service Learning Supervision (90A/B/C and 99 by discipline, Pol Sci 94/95)	\$100/student/semester, no maximum
Math Lab Coordination	\$1500 per semester
Modern Language Lab Coordination	\$1500 per semester
Nursing Remediation	\$5000 per course
Peer evaluation	
for Dual Enrollment class	\$50 per visit
by Associate Faculty	\$150 per evaluation
for Emeritus class	\$250 per evaluation
Special Programs Classes: Adelante, Black Collegians, Scholars	First offering* by adjunct: \$1200 First offering* by full time: \$1200 or 1.5 LHE Task Assignment (faculty member discretion)
<i>*ESL 21A/B and English 1 instructors receive the stipend or 1.5 LHE task assignment for each offering of these special program classes, not just the first.</i>	
Team Teaching	Article 24
Workshop/Training Honoraria - participant	Up to \$600/workshop
Workshop/Training Honoraria - presenter	Up to \$1500/workshop

*Stipend assignments require advanced approval from the area vice president or designee. Stipends are paid upon confirmation of completion of the task. This appendix may be modified by a Memorandum of Understanding.*

## **APPENDIX S : EVALUATION FORMS**

TO BE ADDED - CURRENTLY AVAILABLE AS ONLINE FORMS THROUGH HUMAN RESOURCES

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this June 1, 2023



Peter Morse  
For the Faculty Association



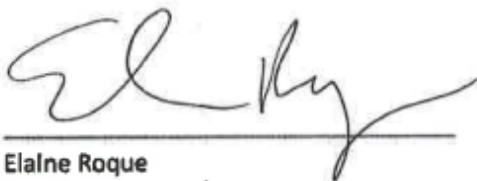
Kathryn Jeffery  
For the Board of Trustees



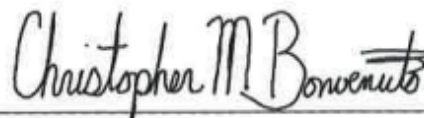
Matthew Hotsinpillar  
For the Faculty Association



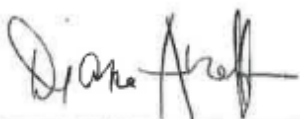
Sherri Lee-Lewis  
For the District



Elaine Roque  
For the Faculty Association



Christopher Bonvenuto  
For the District



Diane Arleff  
For the Faculty Association



Jason Beardsley  
For the District



Tre'Shawn Hall-Baker  
For the District



Robert Myers  
For the District