

OHLONE
COLLEGE
AGREEMENT

Between
The Ohlone Community College District
And
The United Faculty of Ohlone

Contract Duration: July 1, 2020 – June 30, 2023

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Expires June 30, 2021

Approved by Board of Trustees, March 2020

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PREAMBLE

This Agreement has been developed after many months of discussion between the respective parties relative to the concerns of the United Faculty of Ohlone and the Ohlone Community College District. United Faculty representatives are aware of the District's desire to maintain decision-making flexibility during the months ahead. District representatives are aware of United Faculty's desire to maintain a reasonable compensation package for its membership and to insure a consistent and reliable vehicle for communicating with administration.

In an effort to satisfy these expressed needs the parties hereto have knowingly committed themselves and respective constituencies to a collective bargaining agreement. The inclusion and/or exclusion herein of specified or general thoughts and concepts have been carefully considered in collective negotiations.

This bilateral document has been prepared with full recognition of the uncertainties on the horizon of public education. We believe this unique approach will be most beneficial to the College and its community in the months and years ahead.

COLLECTIVE BARGAINING AGREEMENT
By and Between
THE OHLONE COMMUNITY COLLEGE DISTRICT

And

THE UNITED FACULTY OF OHLONE

July 1, 2020 – June 30, 2023

ARTICLE 1 - RECOGNITION

- 1.1 This Agreement is made and entered into this 1st day of July 2017, by and between the Ohlone Community College District, hereinafter referred to as "District" and United Faculty of Ohlone, hereinafter referred to as "UFO."
- 1.2 The District acknowledges that the UFO is the exclusive representative of those certificated employees listed in Appendix G, henceforth referred to as full-time faculty and/or part-time faculty, in accordance with the certification letter from the Public Employment Relations Board dated June 21, 1979, including full-time and part-time faculty assigned as Contract Education Instructors. The unit excludes management, confidential, and supervisory positions.

ARTICLE 2 - SAVINGS

- 2.1 If any provision of this Agreement is held invalid by a court of competent jurisdiction, such provision shall be inoperative to the extent ruled invalid, but all other provisions shall not be affected thereby and shall continue in full force and effect. The District shall also have the sole and exclusive right to determine the impacts and effects concerning matters outside the scope of representation as it is specifically enumerated in Government Code 3543.2.

ARTICLE 3 - UNITED FACULTY OF OHLONE RIGHTS

- 3.1 In addition to the rights contained in any other portion of this Agreement, the UFO shall have the following rights:
 - 3.1.1 The right to use District facilities to conduct UFO meetings and related activities. The scheduling and use of such facilities shall be in accordance with District policy and shall not interfere with scheduled College programs and/or the regular duties of unit members. Where applicable by District policy, the UFO shall pay a reasonable fee for expenses relating to utilities, security, clean-up, and any unusual wear or damage.
 - 3.1.2 The right to use bulletin boards designated for their use in appropriate places located in campus and off-campus facilities. All items to be posted shall bear the date of posting and shall be removed by the UFO within a reasonable amount of time. Bulletins posted shall specify that they are officially authorized by the UFO.
 - 3.1.3 The right to use District mail distribution boxes. UFO Communications placed in staff boxes shall state they are officially authorized by the UFO or be on official

UFO stationery. The UFO shall not use District postage machines. The use of District mail distribution boxes, including but not limited to electronic mail, shall not violate provisions of state and federal law.

- 3.1.4 The right to use District technology resources, including computers, internet access, telephone, and e-mail at no charge, subject to reasonable regulations and laws.
- 3.1.5 The right for UFO representatives to review employee's personnel file or pay record when accompanied by the employee or upon presentation of a written authorization signed by the employee.
- 3.1.6 Meetings for the purpose of negotiating with the UFO shall normally be scheduled at times that do not conflict with primary duties by the UFO representatives.
- 3.1.7 College Provided Release Time: The District will contribute an amount of release time up to **forty-two (42) Faculty Load Credits (FLCs) per fiscal year.**
 - 3.1.7.1 The UFO will determine how release time is assigned each semester, and shall provide members' names and release time to the VP of Academic Affairs, in writing, no later than March 1 for the Fall semester and no later than October 1 for the Spring semester. Exceptions are allowed in cases where the UFO representative receiving release time had not been elected/appointed by the above deadline(s).
 - 3.1.7.2 The parties acknowledge that the implementation of this provision shall not allow a fractionalization of any course unit designation.
 - 3.1.7.3 The District shall not be obligated to provide a replacement for any person(s) granted reassigned time under this provision.
 - 3.1.7.4 A unit member with release time normally should not have a load greater than 130%.
- 3.1.8 UFO Purchased Release Time: The District will, subject to the following, provide partial release time/leaves of absence to designated members of the UFO. Such release time/leaves will be designated as Organization leave and the cost of such leave shall be reimbursed to the District by the UFO.
 - 3.1.8.1 Purpose of Release Time/Leave: This release time/leave shall be utilized by the UFO for union activities as provided in the Rodda Act and the parties' collectively bargained agreement.
 - 3.1.8.2 Amount of Release Time/Leave: The UFO shall also be allowed to purchase during any year an additional amount of one three (3)-hour, credit course reduced load. Such release time must, however, be purchased on an entire semester basis and may not be purchased as a fractional part of the three (3)-hour credit course.
 - 3.1.8.3 Request for Release Time/Leave: The UFO shall file a written request for such leave no later than thirty (30) days prior to the semester in which the release time reduced load is to be purchased. Request for

leave will be granted provided the absence of the person designated by the UFO does not have a negative impact on the program(s) of the College. Approved leaves shall be subject to all applicable provisions of District policy and the Education Code.

3.1.8.4 Payment/Reimbursement: The UFO shall at the beginning of the semester in which this release time/leave is elected reimburse the District at the amount which is the full cost for a three (3) unit lecture course at Step 2 on the part-time faculty salary schedule. The District shall not be obligated to provide a replacement for any such person.

3.1.9 Information about New and Returning Faculty: The UFO will be provided with a list of all faculty on a quarterly basis and a list of new hires on a monthly basis. The District shall provide the UFO with the following information for any newly hired or returning faculty: a. Name b. Job Title c. Department d. Work Location e. Work Email f. Work Telephone Number g. Home and Personal Cellular Telephone Numbers h. Personal Email Address(es) on File with the District i. Home Address. The UFO will be invited in advance to present at any orientation of new faculty.

ARTICLE 4 - DISTRICT RIGHTS

- 4.1 It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law. Included in, but not limited to, those duties and powers are the exclusive right to: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of service to be provided, and the methods and means of providing them; establish its educational policies, goals and objectives; insure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operation; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out work as legally allowed under the Education and Government Codes; and take action on any matter in the event of an emergency. In addition, the District retains the right to hire, assign, evaluate, promote, layoff, terminate and discipline employees.
- 4.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law.
- 4.3 The District retains its right to amend, modify or suspend policies and practices covered in this Agreement in emergency circumstances. Examples of emergency circumstances are physical catastrophe and acts of nature. Such changes, if any, will remain in effect only for the duration of the emergency. All grievance time lines expressly set forth in the Agreement will be held in abeyance while the contract is suspended.
- 4.4 The exercise of any right reserved to the District herein in a particular manner or the non-exercise of any such right shall not be deemed a waiver of the District's right or preclude the District from exercising their rights.

- 4.5 Any dispute arising out of or in any way connected with either the existence of or the exercise of any of the above described rights of the District is not subject to the grievance provisions set forth in this Agreement unless such dispute is otherwise grievable under another Article of the Agreement.

ARTICLE 5 - ACADEMIC FREEDOM

- 5.1 The District and UFO agree that Academic Freedom is the indispensable condition for unfettered teaching, learning, and research in institutions of higher education. Academic Freedom is also a requisite for the success of an institution in fulfilling its obligations to its students and to society.

The Academic Freedom of faculty members at Ohlone College consists of four interrelated elements, defined succinctly by the American Association of University Professors (AAUP):

- freedom to discuss all relevant matters in the classroom;
- freedom to explore all avenues of scholarship, research, and creative expression and to publish the results of such work;
- freedom from institutional censorship or discipline when speaking or writing as participants in the governance of an educational institution; and
- freedom from institutional censorship or discipline when speaking or writing as citizens.

- 5.2 Faculty, guided by a deep conviction of the worth and dignity of the advancement of knowledge, recognize that Academic Freedom also carries responsibilities. The following is extrapolated and adapted from the AAUP Statement on Professional Ethics: The primary responsibility of faculty to their discipline is to seek and to state the truth as they see it. They accept the obligation to exercise their judgment in creating, using, extending, and transmitting knowledge. As educators, faculty encourage the free pursuit of learning in their students. Faculty make every reasonable effort to foster honest academic conduct, protect their students' academic freedom, and ensure that their evaluations of students reflect each student's true merit. As colleagues, faculty respect and defend the free inquiry of associates. As members of an academic institution, faculty seek above all to be effective educators and scholars. Although faculty observe the stated regulations of the institution (provided the regulations do not contravene Academic Freedom), they maintain their right to criticize and seek revision. As people engaged in a profession that depends upon Academic Freedom for its health and integrity, faculty have a particular obligation to promote conditions of free inquiry and to further public understanding of Academic Freedom.

- 5.3 With regards to legally protected speech, the District cannot be the arbiter of contents of documents in any physical or electronic media, which users may find offensive or

objectionable in nature or content, regardless of whether such documents originated within the District, or without.

- 5.4 The District shall only permit the inspection, monitoring or disclosure of email, computer usage, network usage, or files on District devices or District networks without the consent of the holder of such email or user of such equipment as consistent with the law.
- 5.5 Unit members shall not deliberately represent their statements or opinions as being those of the District, or otherwise imply that they are speaking on behalf of the District, unless authorized to do so.
- 5.6 No work related to fulfilling the accreditation requirements of the institution shall impinge upon a unit member's individual Academic Freedom or Free Speech Rights.
- 5.7 Faculty are entitled to Free Speech protections and have the right to speak and write free from viewpoint censorship as part of their Academic Freedom protections. Employment by the District does not in any way restrict or limit the Federal First Amendment and California Constitutional right to Freedom of Expression and political activity that Faculty enjoy as members of their communities during non-work time. Faculty understand that the degree of Constitutional protection afforded such speech may depend on the forum in which the speech occurs. As such, when speaking as private citizens, Faculty enjoy the same rights and are subject to the same narrowly tailored, content-neutral time, place and manner restrictions, designed to serve a significant public interest, as other members of the community.

ARTICLE 6 - NON-DISCRIMINATION

- 6.1 The parties shall not discriminate against any unit member on the basis of national origin, religion, age, gender, gender identity, gender expression, race or ethnicity, color, medical condition, genetic information, ancestry, immigration status, sexual orientation, marital status, physical or mental disability, pregnancy, family status, parenthood, custody of a minor child, military or veteran status, or any other protected category to the extent required by applicable law; or because he or she is perceived to have one or more of the foregoing characteristics; or based on an association with a person or group with one or more of these actual or perceived characteristics.
- 6.2 Unit members are protected, and complaints processed, in accordance with State and Federal law. Unit members alleging discrimination will notify the Vice President of Human Resources. Upon receipt of the complaint, the Vice President of Human Resources will document the complaint in writing and identify a process to investigate the complaint. The process will be shared with the unit member filing the complaint and the President of the UFO within fifteen (15) working days after receipt. The UFO may assign a representative to assist the affected unit member, who can choose to opt out of working with this representative. It is understood that a violation of this Article is not subject to the grievance procedures of Article 5 of this Agreement, but instead shall be processed in accordance with California State and Federal law. It is recognized that a unit member can also file a complaint independently with the Federal Equal Employment

ARTICLE 7 -INTELLECTUAL PROPERTY

7.1 It is the policy of the District to encourage its faculty members to create materials as an inherent part of the educational mission of colleges.

7.2 Definitions

7.2.1 “Materials” include, but are not limited to, these listed below:

1. Books, texts, glossaries, bibliographies, study guides, laboratory manuals, syllabi, tests, manuscripts, poems, essays, and memoranda;
2. Lectures, musical or dramatic compositions (including accompanying words and music), and unpublished manuscripts;
3. Films, filmstrips, slides, charts, transparencies, presentations developed using computer software, and other visual aids;
4. Video and audio CDs, disks, computer files, tapes, and cassettes;
5. Live video or audio broadcasts;
6. Programmed and instructional materials;
7. Computer programs and/or software in any medium;
8. Works of art or models;
9. Processes;
10. Machines;
11. Manufacture of tools and other articles;
12. Chemical compositions;
13. Scientific and musical instruments;
14. Sound recordings in any medium;
15. Architectural works;
16. Interactive audio/visual software systems in any medium;
17. Data collection instruments for conference workshop presentation;
18. Materials for conference presentations.

7.2.2 In this article, “rely primarily” shall mean the following:

If the copyrighted or patented material is prepared because the District supplies extra or special support directly for that purpose, the product is considered substantially supported by the District and there is additional resource cost to the District. “Extra” or special District support includes those support costs which would not have been incurred by the District in the absence of the development of the project. For example, concurrent use of District facilities generally does not generate additional out-of-pocket costs to the District. If extra or special

District support is provided, the District will specify that extra or special support in writing.

7.2.3 In this article, “right to copyright” shall mean the following:

1. The right to obtain a copyright
2. The right to obtain a patent
3. The right to derive royalties

7.3 The right to claim the copyright shall be as follows:

7.3.1 The faculty member may claim the right to copyright material if it was created outside the course of the faculty member’s employment with the District. Copyright on materials unrelated to the faculty member’s employment with the District shall belong solely to the faculty member.

7.3.2 The faculty member may claim the right to copyright material that has been developed using District resources but where the faculty member did not rely primarily on District facilities, equipment or support services for the development of materials.

7.3.3 If the faculty member relies primarily on District facilities, equipment or support services but develops the work on his/her own time, the faculty member shall retain the right to copyright the material, but shall grant to the District an unrestricted license to use the material without cost.

7.3.4 The District may claim the right to copyright material if the project was commissioned by the District, if the project is ”work for hire” (i.e., the work was created by the faculty within the scope of employment or at the instance and expense of the District).

7.3.5 At any time, the District and faculty member(s) may enter into a separate agreement for a specific project. In this case, the right to claim copyright will be governed by the terms of the specific agreement.

7.3.6 Responsibility for registration of copyright/patent will lie with the owner of the copyright.

7.4 If the District wishes to videotape, broadcast, or televise any classroom, laboratory, or other instructional activity, it will first obtain the permission of the faculty member. Before the District may enter into an agreement for commercial redistribution of videotaped, broadcast, or televised instructional activity performed by a faculty member as part of his/her employment with the District, the District will first obtain the written

permission of the faculty member. All the profits from such commercial redistribution will be held by the District.

ARTICLE 8 - GRIEVANCE AND CONCILIATION PROCEDURE

8.1 General Provisions

- 8.1.1 A grievance is defined as a formal written statement by a unit member or the UFO that the District has violated an express term of this Agreement and that by reason of such violation, his/her rights have been adversely affected. All other matters and disputes of any nature are beyond the scope of these procedures. Also excluded from these procedures are those matters so indicated elsewhere in this Agreement.
- 8.1.2 The President of the UFO may file a grievance on behalf of the UFO if the member believes the District has violated an express term of Article 3: UFO Rights or Article 10: Certificated Employee-Employer Relations (CEER) Committee.
- 8.1.3 The Respondent in all cases shall be the District itself rather than any individual. The District may be represented by an appropriate line administrator. The filing or pendency of a grievance shall not delay or interfere with implementation of any District action during the processing thereof.
- 8.1.4 A "day" is a day in which the central administration office of the District is open for business.

8.2 Informal Stage

Before filing a formal written grievance, the grievant shall attempt to resolve it by means of an informal conference with his/her immediate supervisor.

8.2.1 Level I

- 8.2.1.1 Within twenty (20) days after the occurrence of the act or omission giving rise to the grievance, or within twenty (20) days of when the grievant or UFO could reasonably have known of the act or omission, the grievant must present such grievance in writing to the immediate supervisor (see Appendix E).
- 8.2.1.2 The written statement shall be a clear, concise statement of the grievance, including the specific provisions of this Agreement alleged to have been violated, the circumstances involved, the date and time of the informal conference, and the specific remedy sought.
- 8.2.1.3 Either party may request a personal conference with the other party. The immediate management supervisor shall communicate a decision to the grievant in writing within twenty (20) days after receiving the grievance and such action will terminate Level I.

8.2.2 Level II

8.2.2.1 In the event the grievant is not satisfied with the decision at Level I, the grievant may appeal the decision in writing to the President/Superintendent within twenty (20) days after termination of Level I.

8.2.2.2 This statement shall include a copy of the original grievance, the decision rendered at Level I, and a clear concise statement of the reasons for the appeal. Either the grievant or the President/Superintendent or designee may request a personal conference.

8.2.2.3 The President/Superintendent or designee shall communicate a decision within twenty (20) days after receiving the appeal and such decision will terminate Level II.

8.2.3 Level III

8.2.3.1.1 In the event the grievant is not satisfied with the recommendation(s) of the President/Superintendent or designee, he/she may request the UFO to seek conciliation pursuant to this Section.

8.2.3.1.2 Upon receipt of written request by the UFO, delivered to the President/Superintendent within twenty (20) days of the formal Level II response, the President/Superintendent and the UFO may mutually agree to request the California Conciliation Service to provide a conciliator to assist in resolving the grievance.

8.2.3.1.3 The conciliator shall attempt to resolve the grievance within twenty (20) days of his/her appointment.

8.3 Level IV Arbitration

Should the grievance remain unresolved at Level III, the UFO may, within twenty (20) days following conclusion of Level III, provide written notice to the District to submit the matter to arbitration.

8.3.1 Selection of Arbitrator

8.3.1.1 Following such notice to proceed to arbitration, and if the District and UFO cannot agree within three (3) days on an individual to serve as arbitrator, they shall request a list of seven (7) experienced individuals from the American Arbitration Association. The individual shall be selected within five (5) days after receipt of the list using the alternate strike method until only one name remains. A toss of a coin will determine which representative strikes the first name from the list.

8.3.1.2 Upon mutual agreement between the District and the UFO, the arbitration shall proceed under the expedited rules of the American Arbitration Association and the arbitrator shall be notified of the request for expedited arbitration.

8.3.1.3 Without agreement to proceed under expedited arbitration rules the dispute shall be arbitrated pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association and the provisions of this Agreement. The Arbitrator's advisory decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted.

8.3.2 Power of the Arbitrator

8.3.2.1 The decision of the arbitrator shall be based solely upon the evidence and arguments presented to him by the respective parties in the presence of each other, and upon arguments presented in briefs. The arbitrator shall have no power to alter, amend, change, add to or subtract from any of the terms of this Agreement, but shall determine only whether or not there has been a violation of the express term of this Agreement in the respect alleged in the Grievance.

8.3.2.2 The Agreement constitutes a contract between the parties which shall be interpreted and applied by the parties and by the arbitrator in the same manner as any other contract under the laws of the State of California. The function and purpose of the arbitrator is to determine disputed interpretation of terms actually found in the Agreement, or to determine disputed facts upon which the application of the Agreement depends. The arbitrator shall therefore not have authority, nor shall he/she consider it his/her function to decide any issue not submitted or to so interpret or apply the Agreement so as to change that which can fairly be said to have been the intent of the parties as determined by generally accepted rules of contract construction.

8.3.2.3 The decision of the arbitrator shall be final and binding on all parties.

8.3.2.4 Grievances involving alleged violations of tenure review processes and negative decisions regarding tenure shall be handled in accord with Section 8.3.3 below, and will be subject to advisory arbitration.

8.3.3 Tenure Review Grievances

8.3.3.1 Tenure review decisions pursuant to Article 8.3.3.2 and 8.3.3.3 below are governed by Education Code Sections 87601.1 and 87611. Accordingly, the grievance procedures herein shall be read in harmony with the provisions of the Education Code.

8.3.3.2 Allegations that the District, in a decision to reappoint a probationary employee, violated, misinterpreted, or misapplied any of its policies and procedures concerning the evaluation of probationary employees shall be classified and procedurally addressed as grievances. (Education Code § 87610.1)

8.3.3.3 Allegations that the District, in a decision to grant tenure, made a negative decision that to a reasonable person was unreasonable, or violated, misinterpreted, or misapplied any of its policies and procedures concerning the evaluation of probationary employees shall

be classified and procedurally addressed as grievances. (Education Code § 87610.1)

8.3.3.4 Any grievance pursuant to the provisions of 8.3.3.2 and 8.3.3.3 above, may be filed by the employee on his/her own behalf or by the UFO. The UFO shall have no duty of fair representation with respect to taking any of these grievances to arbitration, and the employee shall be entitled to pursue a matter to arbitration with or without the representation of the UFO according to the provisions of the law. (Education Code § 87610.1)

8.3.3.5 Grievances filed pursuant to the provisions of 8.3.3.2 and 8.3.3.3 shall be subject to advisory arbitration.

8.3.3.5.1 The arbitrator will submit a written recommendation to the Board of Trustees, with copies to the grievant and UFO.

8.3.3.5.2 If neither the President/ Superintendent nor UFO files a request to the Board to undertake review of the advisory decision within ten (10) days of its issuance, or if the Board declines such a request, then the decision shall be deemed adopted by the Board and becomes final and binding on all parties. If a timely request for review is filed with the Board, by either the President/Superintendent or UFO, and accepted by the Board, it must then undertake review of the entire hearing record and briefs. The Board may also, if it deems it appropriate, permit oral arguments by representatives of the parties, but only in the presence of one another.

8.3.3.5.3 Within twenty (20) days after receiving the record, the Board shall render a decision on the matter, which decision shall be final and binding on all parties. If the Board does not render such a decision within the time specified, then it shall be deemed to have adopted the decision recommended by the arbitrator.

8.3.3.5.4 The arbitrator shall have authority to issue any remedies set forth in Education Code section 87610.1(d).

8.3.3.5.5 Any final decision reached as a result of the grievance procedure shall be subject to review pursuant to Section 87611 of the Education Code.

8.3.4 Expenses

8.3.4.1 Each party shall bear the expenses of the preparation and presentation of its own case; all other fees and expenses of the arbitration proceedings shall be paid by the losing party to the grievance. In any instance where there is a question of which party has not prevailed on the grievance, the fees and expenses of the arbitration proceedings shall be shared equally by the parties.

8.4 Failure to Meet Time Limits

If a grievance is not processed by the grievant in accordance with the time limits set forth in this Article, it shall be considered settled on the basis of the decision last made by the District. If the District fails to respond to the grievance in a timely manner at any level, the running of the time limit shall be deemed a denial of the grievance and termination of the level involved, and the grievant may proceed to the next step.

8.4.1 Time limits hereunder may be lengthened in any particular case only by mutual consent.

8.5 Representation

The grievant shall be entitled upon request to representation by UFO at all formal level grievance meetings. In situations where UFO has not been requested to represent the grievant, the District will not agree to a final resolution of the grievance until UFO has received a copy of the grievance and the proposed resolution, and has been given the opportunity to state its views on the matter. Twenty (20) working days will be considered an opportunity in this instance.

8.6 Reasonable Release Time

Reasonable release time will be provided to the grievant and UFO Representatives for purposes of representing grievants pursuant to this Article. Necessary witnesses shall be provided reasonable release time if called to testify at an advisory arbitration hearing.

8.7 Confidentiality

The grievance shall be confidential at the discretion of the employee.

8.8 Group Grievances

Should the UFO and the District feel that the significant characteristics of a number of individual grievances are sufficiently alike that it would be in the best interest of time to hear this group of grievances as one (1), they may mutually agree to do so. In such instances, a group grievance would be filed at Level II of the procedure.

8.9 Separate File

All documents, communications and records dealing with the processing of a grievance shall be placed in a separate grievance file, except that any document or record removed from a personnel file or any other file for use in a grievance proceeding shall be returned to the original file.

ARTICLE 9 – DISCIPLINE

9.1 The parties understand and agree that the District has the authority and obligation to investigate complaints, reports and/or other credible information that a unit member has engaged in misconduct. The parties further understand and agree that unit members are

considered innocent of wrongdoing during the investigation process and are entitled to certain protections during the investigation process.

- 9.2 Complaints or concerns involving charges of sexual or other harassment, allegations of a crime (whether infraction, misdemeanor, or felony), charges of discrimination, charges of retaliation, or matters for which procedures are provided by applicable law or elsewhere in the collective bargaining agreement are excluded from consideration under this Article. Such complaints or concerns shall be pursued under applicable laws, policies, and procedures.
- 9.3 A misconduct investigation is a District-initiated investigation of a unit member into allegations that the unit member has violated District policy and/or law (except as excluded under this article). A misconduct investigation is based on information received from a formal or informal complaint made by a person; a report or other communication of misconduct; supervisor or administrator observations; or other sources of information deemed credible by the District. An investigation can be initiated at the point that the District determines an investigation is appropriate. An anonymous accusation may not form the basis for initiating an investigation. This Article in no way limits investigations by other entities, including law enforcement, of possible misconduct and in no way limits investigations or other reviews required or allowed by law or regulation.
- 9.3.1 The parties understand and agree that in the day-to-day operation of the District, supervisors and unit members meet regularly to share information. These are not investigatory interviews. However, the parties further understand and agree that, if a supervisor knows that such a meeting is seeking information that may warrant a step in progressive correction action as per this article or may warrant discipline, the supervisor shall notify the unit member in advance as to the purpose of the meeting. The unit member so notified shall have the right to bring a UFO representative. The supervisor shall have the right to have another District representative or a representative from Human Resources should the employee have UFO representation.
- 9.3.2 Employee Notification Summary Form: A unit member who is under investigation for misconduct shall be sent an Employee Notification Summary Form no later than five (5) weekdays before the unit member's appointment for an investigatory interview. The negotiated Form is attached to this Agreement. See Appendix: Notification Procedure for – Investigation of UFO Unit Member [form will include a provision providing the employee with a summary of the complaint or concern(s) of misconduct]. The Form will include the complaint or the District will provide a summary of the misconduct allegations the District is investigating on, or attached, to the Form.
- 9.3.3 Unit Member Response: In a unit member misconduct investigation, the unit member who is accused of misconduct will be provided an opportunity to respond to such allegations. In cases of suspension or termination, such processes are governed by the applicable law.
- 9.3.4 Complaint Resolution Notification: The outcome of complaints should be shared with the faculty member at each stage of progressive corrective action and in writing at the conclusion of any investigation. Employee misconduct investigations shall proceed in a timely manner; the District shall timely notify the employee of any delays. The District shall also timely communicate, in

writing, the status of the employee misconduct investigation to the employee, including the investigative findings and outcomes, and any disciplinary action. The employee may also inquire as to the status of the employee misconduct investigation at any time, and the District shall respond with a status report within three (3) weekdays.

9.4 Progressive Corrective Action: It is the intent of this progressive corrective action process to ensure that faculty are treated in a uniform and consistent manner.

9.4.1 Informal Resolution: Coaching and counseling meetings are intended to be pre disciplinary in nature in order to counsel the faculty member on expectations related to professional standards contained in the Board's Policies and Procedures and the Parties' Contract. This is a first, informal step in addressing the failure to meet such standards, and is strongly encouraged.

9.4.2 Verbal Warning: In cases where informal resolution has been unsuccessful, or the behavior warrants beginning at this step, a supervisor will meet with the faculty member to explain to the faculty member the conduct or behavior at issue. The faculty member will be informed of what actions the faculty member must take to correct the behavior, and the time period in which such correction should occur. The time period should be defined by the supervisor at the time the verbal warning is given, and shall be reasonable as to allow for meaningful improvement. This conversation will be documented, but the documentation will not be placed in the employee's personnel file. The member shall have the right to have a UFO representative attend the meeting.

9.4.3 Written Warning: In cases where the verbal warning was unsuccessful in changing behavior, or the behavior warrants beginning at this step, a supervisor may issue a formal written warning. The written warning must include (a) a summary of any previous verbal warnings, (b) the specific rule, regulation, or procedure violated by the member, (c) specific examples of the employee's violation, (d) suggestions for improvement; and (e) the disciplinary consequences that shall result if the member fails to demonstrate improvement. The supervisor will meet with the faculty member to review the written warning and the expected behavior moving forward. The faculty member shall be afforded the opportunity to respond to the written warning prior to the written warning being placed in the faculty member's personnel file, and such written warning shall not be placed in the personnel file for at least ten (10) business days in order to afford the faculty member the opportunity to respond. The faculty member's response will be attached to the written warning and included in the faculty member's personnel file. The member shall have the right to have a UFO representative attend the meeting.

ARTICLE 10 - CERTIFICATED EMPLOYEE-EMPLOYER RELATIONS (CEER)
COMMITTEE

- 10.1 There shall be a committee established of three (3) members appointed by the President of UFO and three (3) members appointed by the President/Superintendent of Ohlone College.
- 10.2 Meeting schedules may be established, modified and/or supplemented by mutual agreement.
- 10.3 The sole purpose of the committee is to maintain a viable and effective channel of communication between the District and the UFO.
- 10.4 The District agrees to place on the committee agenda contemplated changes in Board policy and regulations which may have a specific impact on a unit member(s) entitlement, in a mandatory topic of bargaining as specifically set forth in Section 3543.2 of the Educational Employment Relations Act. The District will not institute any contemplated changes in mandatory subject of bargaining until such time as the UFO has agreed to such changes. The District will consult pursuant to the Educational Employment Relations Act. Mandatory subjects of bargaining, which are not agreed upon may be the subject of meetings and negotiations when negotiations are mutually opened by the parties.
- 10.5 The UFO and the District agree that it is not the intent of this Article to change, whether by addition, deletion or modification, the provisions of this Agreement.
- 10.6 The UFO and the District agree that nothing contained in this Agreement shall be interpreted as to imply or permit the invocation of past practice, or tradition, or the accumulation of any rights or privileges other than those expressly stated or implied herein. Parties agree that past practice, standards, obligations, and commitments of the Board to its employees are rejected mutually as a condition of entering into this Agreement except as provided in 10.4 above.

ARTICLE 11 - EVALUATION OF TENURE-TRACK FACULTY

- 11.1 Tenure Review Description: Newly hired full-time tenure-track faculty enter into a four-year process to achieve tenure. This is referred to as Tenure Review. Accompanying the tenure-track faculty member through the four years is a faculty group that participates in the on-going evaluation and support of the faculty member, known as the Tenure Review Committee. There are five general components to the annual evaluation process for tenure-track faculty.
 - a. Student evaluations
 - b. Self-evaluation
 - c. Peer evaluations (conducted by the members of the Tenure Review Committee)
 - d. Administrative evaluation (conducted by the faculty member's Dean)
 - e. Summative report by Tenure Review Committee Chair

11.2 Tenure Review – General Guidelines

- 11.2.1 Tenure-Track faculty undergo an evaluation process annually from August through January. The evaluation of mid-year hires shall be negotiated between the District and UFO on a case by case basis.
- 11.2.2 The faculty member shall participate in self, peer, student, and administrative evaluation.
- 11.2.3 The faculty member may file a grievance for violation of procedures only (not evaluation substance).
- 11.2.4 Only negotiated forms shall be included in and used for the Tenure Review Process. Faculty observation and tenure committee trainings are developed and led by Academic Affairs and Student Services in consultation with the UFO

11.3 Tenure Review – Timeline

Specific timelines in any particular year shall be determined by the offices of Academic Affairs and Student Services.

August	Tenure Review Committee is formed and chair is elected by week two of the semester.
September	Faculty member individually meets with each Tenure Review Committee member and their Dean to discuss goals of the Tenure Review process, including mutual decisions about individual observation dates. Observation window opens in week four.
November	Observation window closes in week thirteen.
December	Each Tenure Review Committee member and the Dean will meet separately with the faculty member to discuss their observation and the faculty member's goals for the following year. All student evaluations and observation reports are submitted to the Tenure Review Committee Chair and the Dean. Self-evaluation is due to the Tenure Review Committee Chair and the Dean by the last instructional day of the semester.
January	The Tenure Review Committee meets with the Dean to discuss all the materials submitted. The Tenure Review Committee offers feedback. A summative report is prepared by the Committee Chair and submitted to the faculty member by the last business day before instruction begins. A separate summary report is prepared by the Dean and submitted to the faculty member by the last business day before instruction begins. The faculty member has until the Friday of the first week of instruction to submit a response to both reports, if desired. The summative reports and all supporting documentation are forwarded to the appropriate Vice President by the same date. The Vice President submits the tenure review report to the President in time for a first consideration at the February Board Meeting.

11.4 Tenure Review Committee

- 11.4.1 Each spring, the Faculty Senate will solicit names of faculty who are interested in serving on Tenure Review Committees. Faculty who have already achieved tenure or, when not available, faculty who will be in the third year of the Tenure Review Process the following fall are eligible to serve.
- 11.4.2 During the week prior to the beginning of instruction in the fall of the first semester of hire, the tenure-track faculty member will select the members of the Tenure Review Committee from the Faculty Senate list with guidance from their assigned faculty mentor.
- 11.4.3 The Committee is comprised of a minimum of three and a maximum of four members. One member must come from the same division as the faculty member. One member must come from outside the division. The assigned faculty mentor will not serve on the tenure committee.
- 11.4.4 The Tenure Review Committee members will serve for the four years of the Tenure Review Process for the faculty member.
- 11.4.4.1 In Years 1-3 of the process, if the Committee loses a member, the member must be replaced. The faculty member chooses the replacement member from the Faculty Senate list with guidance from the mentor.
- 11.4.4.2 In Year 4, if the Committee loses a member, the member may be replaced at the faculty member's discretion.
- 11.4.4.3 A Committee Chair will be elected by the committee members (not including the faculty member under tenure review). The chair's role is to coordinate meetings, distribute materials, write summative reports, and work in coordination with the Dean to meet contractual deadlines.

11.5 Self-Evaluation.

- 11.5.1 A self-evaluation is required in every evaluation cycle. Faculty should use Appendix F: "Self-Evaluation Form Full-Time (Tenured or Tenure Track) Faculty"

11.6 Student Evaluations

- 11.6.1 Student evaluations are required in every evaluation cycle.
- 11.6.2 Administration of Student Evaluations: The process for administering Student Evaluations is the responsibility of the appropriate Vice President -- for instructional faculty and librarians it shall be the Vice President of Academic Affairs, while for counselors it shall be the Vice President of Student Services. The faculty member being evaluated will receive copies of the Student Evaluations once grades are submitted or the grade submission deadline has passed. A copy of student evaluations will be placed in the faculty member's personnel file. Student evaluations over four (4) years old will be digitized and

shall be shared through secure digital storage with the faculty at their request. The originals shall be offered to the faculty member and if not wanted shall be destroyed.

11.6.2.1 Fully In-Person Classes: Student evaluations for fully in person classes will be administered during the weeks which fall between 65% and 85% of the class term. Student Evaluations for fully in-person classes shall be administered during a class session. Instructors are not to be present when Student Evaluations are completed. A student is to administer the evaluation by distributing forms, collecting the completed forms, and sealing the packet. Then the student will deliver the sealed envelope to an administrator as designated.

11.6.2.2 Fully Online Classes (asynchronous): Student evaluations will be administered during the weeks which fall between 75% and 85% of the class term. The evaluation period shall last no fewer than three days. Student evaluations for fully online classes shall be conducted online. The District agrees to seek the approval of the UFO before changing the online evaluation platform.

11.6.2.3 Hybrid Classes: By the end of the first week of the semester, faculty members should elect whether student evaluations shall be conducted according to the process and timeline for online or in-person classes.

11.6.2.4 Counselors and Librarians: CEER will develop processes and forms for librarians and counselors during the start of the 2021-2022 academic year.

11.7 Peer Evaluations

11.7.1 Peer evaluations will be conducted annually by each member of the Tenure Review Committee in the form of observations. Faculty should refer to Appendix M: "In-Person Classroom Observation Reporting Form" and Appendix N: "On-Line Classroom Observation Reporting Form."

11.7.2 In the first four weeks of the Fall semester, each Tenure Review Committee member will meet with the faculty member to individually discuss and determine goals and areas of growth to be the focus of the observation.

11.7.3 Peer evaluations in the form of observation must be conducted between week 4 and week 13 of the term.

11.7.4 The Tenure Review Committee member must meet with the faculty member within two weeks of the observation to discuss, review, and sign off on the observation.

11.8 Administrative Evaluation

11.8.1 Administrative evaluation will be conducted annually by the appropriate Dean in the form of an observation. Administrators should refer to Appendix M: "In-

Person Classroom Observation Reporting Form” and Appendix N: “On-Line Classroom Observation Reporting Form.”

11.8.2 In the first four weeks of the Fall semester, the Dean will meet with the faculty member to individually discuss and determine goals and areas of growth to be the focus of the observation.

11.8.3 Administrative evaluation in the form of observation must be conducted between week 4 and week 13 of the term.

11.8.4 The Dean must meet with the faculty member within two weeks of the observation to discuss, review, and sign off on the observation.

11.9 Summative Reports

11.9.1 Summative reports for the tenure-track faculty member will be prepared by the Tenure Review Committee Chair (in consultation with the committee members), and the Dean.

11.9.2 In year one, the reports will include a list of goals, strengths, and areas of growth. There shall be substantive reflection on the areas for improvement if applicable.

11.9.3 In years two and three, the report will include how goals and areas of growth previously set have been addressed as well as any new goals or areas of growth. There shall be substantive reflection on the areas for improvement if applicable.

11.9.4 In year four, the report will include how goals and areas of growth previously set have been addressed. The Tenure Review committee shall hold an anonymous vote to recommend the granting of tenure. The report to the appropriate VP shall include a tally of the vote.

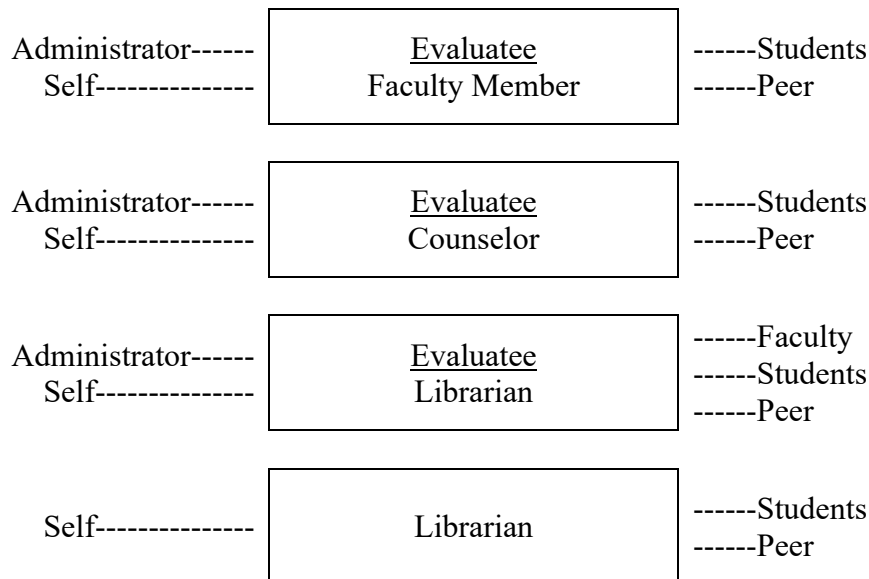
11.9.5 In all years, should the committee recommend that the faculty member NOT be moved forward in the tenure process, the notification and grievance process shall follow CA Education Codes 87610 and 87610.1 and as stipulated in Article 8.3.3.

ARTICLE 12 - EVALUATION OF TENURED FULL-TIME FACULTY

12.1 Evaluation Policy and Procedure for Faculty Personnel

The illustration below describes the overall evaluation project at Ohlone College. Note that there are three subjects (or evaluatees) of evaluation: 1) teaching faculty, 2) counselors, and 3) librarians. The sources of information or comments will be from self-review, students, peer, and administrative-review. When an evaluation is needed for a particular staff member, information will, therefore, be available from these four sources.

EVALUATION PROCESS



12.2 General Guidelines

12.2.1 Faculty members undergo an evaluation according to the following status and frequency:

- a. Regular faculty at least once every three years.
- b. Contract faculty at least once in each academic year, normally during the Fall Semester.

12.2.2 The faculty member will discuss a method of peer evaluation with his/her manager and the peer evaluation and review methods for his/her self-evaluation in compliance with College-wide guidelines.

12.2.3 The faculty member shall participate in self, peer, administrative, and student evaluation.

12.2.4 The faculty member may file a grievance for violation of procedures only (not evaluation substance). No peer, student, or self-evaluation procedure or substance may be the subject of a grievance.

12.2.5 Faculty members shall serve on the Peer Evaluation Committee at least once every three years after the achievement of tenure.

12.2.6 Peer Evaluation Committee - See (12.6.C.)

12.2.7 Peer Evaluation Committee - (Adjunct Faculty only) Will consist of one (1) faculty member in the department or related area and will be selected by the administrator with every attempt to have the peer evaluator agreed upon mutually.

12.3 General Timeline

Specific time-lines in any particular year shall be created by the Instruction Office.

FIRST SEMESTER EVALUATIONS

August/ Sept	Instruction/Student Service Office prepares and Distributes list of faculty participating in evaluation; Peer Evaluation Committee meets, chairperson elected
Sept./ October	Orientation of all faculty for Peer Review; Selection of Evaluation Process Peer Visitation/Video/ISW begins; Self-Evaluation submitted
November	Student evaluations completed (instructors and librarians) Peer Evaluation Committee meets and evaluations completed; evaluation summary and materials forwarded to appropriate Dean
December	Appropriate Dean meets with faculty member regarding evaluation

SECOND SEMESTER EVALUATIONS

January	Instruction/Student Services Office prepares and distributes list of faculty participating in evaluation; Peer Evaluation Committee meets, chairperson elected; Student evaluations completed (counselors)
February	Orientation of all faculty for Peer Review; Selection of Evaluation Process
March	Peer Visitation/Video/ISW begins; Self-Evaluation submitted
April	Student evaluation completed (instructors) Peer evaluation completed; Peer Evaluation Committee meets; Evaluation summary and materials forwarded to appropriate Dean
May	Appropriate Dean meets with faculty member regarding evaluation

12.4 The Self-Evaluation Process (Required)

- A. Purpose: This process will assist the staff member in examining their objectives, premises, techniques and will cause the member to be more aware of what they are doing. It will also provide others with an understanding of the staff member and allow the evaluator to take into consideration the evaluatee's statement of what it is they is doing. Finally, in cases where an inquiry or question of performance arises, the individual self-evaluation portfolio will provide the reader with significant information about the quality of aspirations and achievement of the evaluatee.
- B. Individuals Involved: The evaluatee.
- C. Procedures:
 1. A self-evaluation is required in every evaluation cycle. According to established timeline, each staff member being evaluated will prepare a self-evaluation. The self-evaluation includes a review of present strengths and weaknesses, professional growth, involvement in the educational community, comments on inter-action with students, and a detailed analysis of some aspect of the evaluatee's assignment See Appendix F: **“Self-Evaluation Form Full-Time (Tenured or Tenure Track) Faculty”**
 2. This self-evaluation portfolio will be filed with the Human Resources Office of the College in a central location for access by only those College personnel who need to inquire to prepare for some other evaluation

process or for a general review of the evaluatee. The most recent self-evaluations will be maintained in this file and the previous self-evaluation(s) will be returned to the evaluatee.

3. In case some question arises about the performance of a faculty member, those individuals responsible for conducting a general review will be able to examine the self-evaluation portfolio submitted by that particular employee.

12.5 The Student Evaluation Process (Required)

- A. Purpose: The process will assist staff members in examining how well they are fulfilling their objectives, premises, and techniques. The process will also enable staff members or evaluators in comparing the evaluatee's statements of what they are doing with the students' assessment of what is being accomplished. Finally, in cases where an inquiry or question of performance arises, the student evaluations will provide the evaluator with significant information about the actual performance of the evaluatee.
- B. Individuals Involved:
 1. For Teaching Faculty--all students in one semester, or from students in each different course taught in a year before the end of the fall semester of the year the instructor is to be evaluated.
 2. For Counselors--self-programming students as well as those students assigned to a counselor.
 3. For Librarians--all students who wish.
- C. Procedures: The process for administering Student Evaluations is the responsibility of the appropriate Vice President -- for instructional faculty and librarians it shall be the Vice President of Academic Affairs, while for counselors it shall be the Vice President of Student Services. The faculty member being evaluated will receive copies of the Student Evaluations once grades are submitted or the grade submission deadline has passed. A copy of student evaluations will be placed in the faculty member's personnel file. Student evaluations over four (4) years old will be digitized and shall be shared through secure digital storage with the faculty at their request. The originals shall be offered to the faculty member and if not wanted shall be destroyed.

1. Fully In-Person Classes: Student evaluations for fully in person classes will be administered during the weeks which fall between 65% and 85% of the class term. Student Evaluations for fully in-person classes shall be administered during a class session. Instructors are not to be present when Student Evaluations are completed. A student is to administer the evaluation by distributing forms, collecting the completed forms, and sealing the packet. Then the student will deliver the sealed envelope to an administrator as designated.

2. Fully Online Classes (asynchronous): Student evaluations will be administered during the weeks which fall between 75% and 85% of the class term. The evaluation period shall last no fewer than three days. Student evaluations for fully online classes shall be conducted online. The

District agrees to seek the approval of the UFO before changing the online evaluation platform.

3. Hybrid Classes: By the end of the first week of the semester, faculty members should elect whether student evaluations shall be conducted according to the process and timeline for online or in-person classes.

4: Counselors and Librarians: CEER will develop on processes and forms for librarians and counselors during the start of the 2021-2022 academic year.

12.6 The Peer Evaluation Process (Required)

- A. Purpose: The process will assist staff members in examining their objectives, techniques, and accomplishments. The process will also enable staff members to concurrently and mutually develop and define individual professional goals and to seek and consider alternative solutions. Finally, in cases where an inquiry or question of performance arises, the peer group evaluation portfolio will provide the reader with significant information about the quality of aspirations and achievement of the evaluatee.
- B. Individuals Involved: All faculty.
- C. Procedures: A faculty member may request a peer group evaluation. The composition of the group shall be peers within or outside the faculty member's discipline. Administrators have the option to request a peer group evaluation. The members of the group will be selected by the administrator with every attempt to have the group agreed upon mutually.

Peer groups will develop their own method(s) of evaluating each participant. In the implementation of the peer process, no faculty member will be required to reveal any information, including any of that gathered in any phase of the evaluation process, other than that which he or she so desires. In order to obtain the optimum benefit of the peer group, members should share the self-evaluations and student evaluations with other members of the peer group. To ease the task of the examination of the student evaluations, it is suggested that each member of the group submit a summary of the information gleaned from the student evaluations to colleagues in the peer group. Among the methods from which the peer groups select are:

1. Observing instructors' classes
2. Video tapes
3. Review of instructional materials
4. Discussion of objectives and goals
5. (ISW) Instructional Skills Workshop
6. Examination of professional contributions to the educational community. Individuals who feel that there are significant problems in their peer groups can appeal to the appropriate Administrator.

Peer groups are to submit to the appropriate Administrator a summary according to the timeline, on each individual in the group. Summaries are to be in narrative form. Summaries should describe the method(s) used for the evaluation, the type of interaction

taking place in the peer group, and alternate courses of action taken to reach each individual's professional goals.

Only the most recent peer evaluations will be maintained in the file. After four (4) years, peer evaluations will be given to the evaluatee.

12.7 The Administrative Evaluation Process (Required)

- A. Purpose: The process will assist staff members in examining their objectives, premises, techniques, and should enable them to be more aware of their accomplishments. The administrator after examining the self-evaluation, student evaluation, peer evaluation, and classroom evaluations when applicable, will have the opportunity to guide and direct the evaluatee.
- B. Individuals Involved: All faculty.
- C. Procedures: The appropriate administrator will meet, with the faculty members to discuss the self-evaluations, student evaluations, peer evaluations, and classroom evaluations when applicable.

If the administrator would like to observe the faculty member in the performance of duties, the member may. If the faculty member would like the administrator to observe him/her in the performance of duties, the member may do so.

The appropriate administrator will meet with the faculty member during the evaluation year to discuss his/her self-evaluation, student evaluations, peer evaluations, and classroom evaluations when applicable.

The appropriate administrator will prepare a written summarization of the results of the discussion with the faculty member. Both the administrator and the faculty member will sign the written summarization. It is understood the faculty member's signature means that the member has read the statement. If the faculty person disagrees with the written summary, the member will so indicate on the written summary stating those areas of disagreement. One copy of the signed summarization will be given to the faculty member, and one copy will be placed in the central file.

Administrative evaluations will be maintained in the file for eight (8) years and then returned to the evaluatee.

ARTICLE 13 - EVALUATION OF PART-TIME FACULTY

13.1 Overview

This article establishes a clear process through which all part-time faculty at Ohlone are evaluated. The intent is to encourage and enhance professional growth and promote better communication between faculty and the college.

13.2 Frequency

- 13.2.1 Although more frequent evaluations are possible if warranted, the standard frequency for part-time faculty at Ohlone College will be:

1. Once each year for 3 years for new part-time faculty, based on the semester of hire (including summer).
2. Once every 3 years for part-time faculty who have been granted re-employment preference.

It is the District's responsibility to monitor and maintain this frequency for each part-time faculty member.

- 13.2.2 For part-time faculty working in multiple departments, the Dean(s) will coordinate each step of the evaluation process to ensure that the evaluation covers all of the faculty member's work.

13.3 Process

The evaluation process for part-time faculty at Ohlone College consists of the following major components:

- 13.3.1 Orientation to evaluations: Division Deans will conduct orientation of the evaluation process for new hires and other part-time faculty who wish to understand the process better. The orientation will typically be conducted in a group setting, with attempts to accommodate the interested faculty members' schedules. Written resources may also be available, but part of the purpose of this step is to foster a personal connection between the faculty and the Dean.

13.4 Observation

- 13.4.1 The first observation of a new part-time faculty member will be completed by the appropriate Division Dean. The Division Dean will also conduct the observation of any faculty member who received an unsatisfactory evaluation in the previous evaluation cycle. Otherwise, the observation of the part-time faculty will in most cases be done by a full-time faculty member in the same department or a related department, who will have received training and instruction from Human Resources, similar to the training requirement for participants on hiring committees; any part-time faculty member can be present for this training. Faculty observation and tenure committee trainings are developed and led by Academic Affairs and Student Services in consultation with the UFO.

If a part-time faculty member has concerns about a faculty member assigned to observe their work, they may ask for another evaluator through consultation and mutual agreement with their Division Dean.

The observation will be done using the appropriate form (e.g. for in-person instruction, for online instruction, for counseling, for library faculty, etc.) and the form will be shared in advance with the part-time faculty member, typically when arrangements are made to schedule the observation and answer any questions the part-time faculty member may have prior to the observation. The observation forms used for part-time faculty will be identical to the form used for full-time faculty. See the observation forms in Appendix M. For consistency, attempts should be made to use the form as written, but the person observing may include additional relevant information, as appropriate to the discipline.

The observation will be conducted at some point between the dates corresponding to 40% and 75% of the term on a day and time mutually agreed upon by the faculty member and their observer. If an observation is requested outside of the normal evaluation process/cycle and the faculty member and Division Dean cannot agree on a day and time, the faculty member must be notified by the Division Dean at least five week days in advance of the scheduled date and time of the observation. This range of dates will be calculated by the Office of Academic Affairs and shared with the deans.

After the observation form is completed, the observer will review it with the part-time faculty member, discussing key points and answering questions. Depending on schedules, this may not be able to occur in person, but it is expected to be a synchronous exchange whether in person or not. This is especially important for part-time faculty in their first three years, to foster professional growth and connections.

13.5 Student Evaluations

13.5.1 Student evaluations are required in every evaluation cycle.

13.5.2 Administration of Student Evaluations: The process for administering Student Evaluations is the responsibility of the appropriate Vice President -- for instructional faculty and librarians it shall be the VPAA, while for counselors it shall be the VPSS. The faculty member being evaluated will receive copies of the Student Evaluations once grades are submitted. A copy of student evaluations will be placed in the faculty member's personnel file. Student evaluations over four (4) years old will be digitized and shall be shared through secure digital storage with the faculty at their request. The originals shall be offered to the faculty member and if not wanted shall be destroyed.

13.5.2.1 Fully In-Person Classes: Student evaluations for fully in person classes will be administered during the weeks which fall between 65% and 85% of the class term. Student Evaluations for fully in-person classes shall be administered during a class session. Instructors are not to be present when Student Evaluations are completed. A student is to administer the evaluation by distributing forms, collecting the completed forms, and sealing the packet. Then the student will deliver the sealed envelope to an administrator as designated.

13.5.2.2 Fully Online Classes (asynchronous): Student evaluations will be administered during the weeks which fall between 75% and 85% of the class term. The evaluation period shall last no fewer than three days. Student evaluations for fully online classes shall be conducted online. The District agrees to seek the approval of the UFO before changing the online evaluation platform.

13.5.2.3 Hybrid Classes: By the end of the first week of the semester, faculty members should elect whether student evaluations shall be conducted according to the process and timeline for online or in-person classes.

13.5.2.4 Counselors and Librarians: CEER will develop processes and forms for

librarians and counselors during the start of the 2021-2022 academic year.

13.6 Optional Self-Evaluation

- 13.6.1 The part-time faculty member may submit a self-evaluation if desired, but it is completely optional. If choosing to submit, the self-evaluation is due to the Dean's office by the date corresponding to 75% of the term.

The act of writing a self-evaluation may serve as a valuable growth opportunity for the part-time faculty member. However, the primary purpose for the self-evaluation within the evaluation process would be to provide reminders to the Dean of activities and accomplishments of the part-time faculty member, particularly when they are outside of the scope of what would have been recorded in the observation and student evaluation components above.

13.7 Evaluation Summary

- 13.7.1 The Dean will prepare a summary of the evaluation components above, adding in relevant employment information that s/he has observed during the time since the part-time faculty member's prior evaluation. The Part-Time Evaluation Summary Report form (see Appendix M) will be used for this purpose and will be completed and provided to the part-time faculty member no later than the end of the semester/term. The completed student evaluation forms will not be available to the part-time faculty member at that time, but they will be available, in their entirety, one week after the end of the semester/term.

In the Part-Time Evaluation Summary Report, the Dean will identify the evaluation as being in one of three categories: satisfactory, less than satisfactory (no impact on re-employment preference), or unsatisfactory. For evaluations that are categorized as less than satisfactory or as unsatisfactory, the summary will include information about what improvements should be made to result in a satisfactory evaluation. For part-time faculty in their third year, the summary must include a statement indicating whether re-employment preference has been granted (see Re-Employment Preference article for more information).

For part-time faculty in their first year and those who are being considered for re-employment preference, the Dean will arrange an individual conference with the part-time faculty member to review the Summary Report and answer questions. In cases in which an individual conference is not required, the part-time faculty member may still request a conference with the Dean to discuss the evaluation.

- 13.7.2 **Optional Faculty Response:** Pursuant to Education Code Section 87031, faculty have the right to respond in writing to any component of the evaluation summary and to have their response included in their personnel file. Faculty will have at most 30 days from the receipt of all of the evaluation materials

(including the completed student evaluation forms) to submit the response to the dean and/or Human Resources.

ARTICLE 14 -CALENDAR AND FLEX TIME

- 14.1 The calendar for full-time librarians and instructional faculty consists of 175 days. The calendar for full-time counselors consists of 185 days.
- 14.2 Every full-time faculty member is required to complete twenty-four (24) hours of flex credited activities during each academic year. Twelve (12) of these hours will be completed on the Fixed Flex day of each semester, with each Fixed Flex day consisting of six (6) hours. The remaining twelve (12) hours will be completed via other activities, either during other days of Learning College Week or at other times during the academic year.
- 14.3 Each part-time faculty member will be reimbursed at **their** current hourly lab rate for flex activities in which **they** participate up to a maximum limit determined by District in section 8.10.3.1.
- 14.4 **Any training required as a condition of employment will be compensated by the district. The rate of pay will be negotiated by the UFO and the District.**

ARTICLE 15 - HEALTH & WELFARE

15.1 Medical, Dental, Vision, and Life Insurance

The District will provide medical insurance programs offered through a mutually agreed medical insurance provider..

In 2002, the District ended its contribution toward medical, dental, life, and vision insurance programs. Instead, the District added to each cell of the full-time salary schedules a sum of money (referred to as "benefit dollars") which previously had been the District's contribution to the insurance benefits program. Starting that year, full-time faculty had the option of purchasing, at their own expense, medical insurance through and from the California Public Employees' Retirement System (CalPERS) Program.

Beginning October 1, 2013, the District resumed providing district-paid dental, vision, and life insurance for all full-time faculty.

Beginning with the pay period ending December 31, 2016, the District will additionally provide a maximum monthly contribution in the amount of One Thousand Dollars (\$1,000) toward the medical insurance of each full-time faculty member who obtains such insurance through the mutually agreed provider, for a total of Twelve Thousand Dollars (\$12,000) annually.

The parties agree that, beginning with the pay period ending December 31, 2017, the monthly contribution will increase to One Thousand Two Hundred Dollars (\$1,200), for a total of Fourteen Thousand, Four Hundred Dollars (\$14,400) annually, and the reference to "benefit dollars" on the full-time salary schedules will be removed, effective January 1, 2018.

15.1.1 In 1997, the District implemented a flexible benefits plan pursuant to Internal Revenue Code Section 125. The plan shall contain at least the same elements and requirements as the flexible benefit plan provided to management employees of the College District. Compensation as provided in Article 16, SALARY, is designed to allow use of insurance programs.

15.1.2 Domestic Partner Benefits

For purposes of the section 15.1.2, the term “domestic partners” shall be defined to include those individuals who meet the requirements for domestic partnership which are set forth in California Family Code section 297.

The District shall conform to all state and/or federal laws regarding domestic partnerships. In order to conform to such said laws, the employee and/or retiree must file with the Secretary of the State of California a Declaration of Domestic Partnership as stated in Family Code section 297.

15.1.3 Benefits for Part-Time Employees

The District offers enrollment in the Employee Assistance Program to all Part-Time Unit Members at no cost to the employee. To the extent feasible, the District shall make available to Part-Time Unit Members group medical, dental, vision, and life insurance at the unit member’s expense at no cost to the District. Members will be notified at point of hire and at the start of each term, including the summer about these options.

15.2 Early Retirement

A unit member may apply for early retirement benefits (medical insurance coverage) from the District under the following conditions:

15.2.1 The employee must be at least fifty-five (55) years of age and not more than sixty-four (64) years of age on the retirement date.

15.2.2 The employee must have rendered at least ten (10) years of full-time service to the District.

15.2.3 The employee shall have the option of paying the premium to cover his/her spouse and/or dependents during the employee's participation in this program.

15.2.4 The District’s obligation for a contribution under this program shall not exceed \$450 and the employee is obligated to pay any amount of premium necessary which may include the District’s contribution.

15.2.5 The District shall provide for employees participating in this program, medical benefits to the same extent provided full-time employees, for the employee only. Said coverage shall cease upon any one of the following occurrences:

15.2.5.1 The employee reaches age sixty-five (65); or

15.2.5.2 The employee dies or otherwise terminates participation in the program; or

15.2.5.3 The employee is employed by another employer who provides paid medical benefits for its employees, or

15.2.5.4 Failure of the employee to pay the insurance premium.

15.2.6 Any retired employee who permanently resides outside of the service area of the District provided medical plans and who is therefore unable to utilize the service of any of the medical plans, may contract for medical insurance available in the geographic location of the unit member's residence and elect the College District, on proof of insurance, to contribute an amount up to that which is specified in Section 15.2.5 herein, or the amount of the individual unit member's insurance premium, whichever is the lesser amount.

15.2.7 All regular permanent full-time unit members on retiring at age 65 or later, may by paying their own premiums directly to the District, continue in the school group medical plan for active employees at the same rates and benefits or continue in said plan at reduced rates for those enrolled in Parts A and B of Medicare.

15.3 Retiree Medicare Contributions

15.3.1 The District will contribute up to 50% of the Medicare part "A" premium for any unit member who retires after the effective date of this Agreement and who has reached his/her 65th birthday, conditioned upon all of the following:

15.3.1.1 The Unit member must have rendered at least ten (10) years of full-time service to the District.

15.3.1.2 The Unit member must have attained at least age 55 before retirement from the District unless physically or mentally disabled and certified for STRS disability retirement prior to age 55.

15.3.1.3 The retiree at age 65 does not qualify for Medicare Part "A" because he/she is deficient in the required 40 quarters of Social Security credit as certified by the Social Security System.

15.3.1.4 The retiree must at age 65 or older, contribute 50% of the Medicare Part "A" premium throughout the period of District contributions.

15.3.1.5 At the time of any District contributions toward Medicare Part "A" premium, such contributions shall continue during eligibility only so long as is determined by the product of the number of unaccrued required quarters of Social Security which, when added to Social Security quarters previously earned and accrued totals 40 quarters of eligibility, times the number three (3). Thus, each month District contribution is equal to one-third (1/3) quarter of Social Security eligibility.

EXAMPLE

After age 65 if a retiree has been credited with thirty (30) quarters of Social Security eligibility towards Medicare "Part A" coverage, the

District's contribution will last only thirty months (3 x 10 quarters), unless otherwise extinguished as provided herein.

15.3.1.6 As an alternative, the retiree may elect the District contribution of 50% be applied to the District individual medical plan selected from Article 15.1. providing the District's contribution remains equal to or less than it would be if the retiree elects to be covered under Medicare Part "A."

15.3.2 Notwithstanding satisfaction of the above conditions the above provisions shall be extinguished upon the happening of any condition subsequent as follows:

15.3.2.1 Federal legislation is enacted which impacts upon and/or effects Medicare Part "A" eligibility providing such legislation contains coverage equal or greater than that provided by Medicare Part "A" as presently exists.

15.3.2.2 The District will hold an election to select Medicare coverage for eligible employees. There will not be any retroactivity implied by these provisions.

15.4 Notification of Retirement

A unit member who elects to retire must submit a notice of intention to retire from the District at least one semester prior to the semester in which the employee retires.

15.5 Benefits for Emeritus Faculty

The District shall reimburse the tuition fees for Emeritus faculty members who enroll in Ohlone College credit classes. Additionally, the benefits listed in AP 7217 will be provided to Emeritus faculty. These benefits will be available to eligible retired full-time faculty before Emeritus status is conferred for a one year grace period following the unit member's retirement date.

ARTICLE 16 - SALARY

16.1 Salary Schedules

The salary schedule attached hereto as **Appendix A and B** for full-time faculty shall continue in effect throughout the term of this agreement unless otherwise amended.

16.1.1 WSCH/FTEF Growth Formula

Weekly Student Contact Hours per Full-Time Equivalent Faculty (WSCH/FTEF) ranges represent the conditions upon which the full-time faculty and part-time salary schedules (**Appendix A, B and C**) are increased as the District receives additional state revenue, the calculation of which is based on earned and funded growth percentage and a growth multiplier factor. Application of the calculated percentage occurs on the salary schedule in the school year subsequent to the year in which the growth is earned.

In a budget year where there is growth funding from the State, the District will calculate the previous year's WSCH/FTEF ratio, excluding non-credit classes and Summer classes and also excluding the following programs from the calculation: ASL, AH, DEAF, INT, LSP, NURS, PTA, and RT. The District will report both the WSCH/FTEF ratio and the growth funding percentage to the UFO in a timely manner, and the percent increase to the salary schedule will be calculated as shown in the table below (where x represents the value of the growth percentage funded by the State).

The District agrees to implement the growth calculation, for as long as the current contract language remains unchanged.

WSCH/FTEF RANGES	Multiplier	Earned & Funded Growth %	Percent Added on Schedule
491-497	0.38	x	$0.38x$
498-504	0.41	x	$0.41x$
505-511	0.44	x	$0.44x$
512-518	0.47	x	$0.47x$
519-525	0.50	x	$0.50x$
Above - 525	0.55	x	$0.55x$

(Example: if during the 1999-2000 school year earned and funded growth percent is 3.5% and WSCH/FTEF is 491, the product of the multiplier times the earned and funded growth percent is 1.33% [$0.38 \times 3.5\% = 1.33\%$] which is applied to each cell of the salary schedules for the 2000-2001 school year.)

16.1.1.1 WSCH Advisory Committee: The UFO and the District agree to commit their combined efforts to improve the efficiency of the delivery of educational services to students pursuant to the above-referenced WSCH/FTEF provision as a means to improve the financial condition of the District. An advisory committee of three (3) administrators appointed by the District and three (3) faculty members appointed by the UFO will serve as needed in an effort to discuss and consult over improving WSCH/FTEF. Such consultation will include recommendations for division/department WSCH targets and methods for improving WSCH/FTEF, subject to the discretion of management regarding class sizes. UFO and the District agree to cooperate in the commitment to reach division/department targets based on WSCH Advisory Committee recommendations.

16.2 Instructional Loading

16.2.1 Loading Definitions

The following loading definitions have been established in an attempt to encompass the broad variety of teaching and learning that occur at the college. The UFO and the District recognize that each type of faculty assignment contributes in a meaningful way to the combined educational environment that our students value. The determination of which course/assignment fits into

which category shall be a curricular matter, relying primarily on the advice of faculty in the discipline.

16.2.1.1 A Lecture Class assignment is one wherein the instructor devotes his or her time in class to a presentation of subject matter, discussion, and/or problem solving. Time outside of class is devoted to preparation and to critiquing and evaluating assignments, examinations, and/or presentations. Fifteen (15) weekly scheduled hours of this assignment shall be considered as a normal semester's full-time instructional load.

16.2.1.2 A Lab Class assignment is one wherein the instructor devotes the major portion of the class time to guiding students who are working on experiments, exercises, and/or presentations. Depending on the discipline, the instructor may additionally devote some time to demonstrating skills and techniques and then supervise student practice and/or performance. Such an assignment may be a lab component of a course that also has a lecture component or it may be a stand-alone course, but in all cases the instructor is working with a specific group of students who have enrolled in the class. In all cases, the Lab Class assignment includes time outside of class for preparation and for evaluation of student work. Twenty-one (21) weekly scheduled hours of this assignment shall be considered as a normal semester's full-time instructional load.

16.2.1.3 A Linked Lab assignment is one wherein the instructor supports the skills development of individual students who are there as a requirement of a lecture class they are enrolled in. The instructor is working with students who may be enrolled in any section of the lecture course, not necessarily one taught by this instructor. Generally speaking, the Linked Lab assignment requires no time commitment outside of the assigned time, except in cases where the instructor may be contributing to the development of assignments used in the lab. Twenty-one (21) weekly scheduled hours of this assignment shall be considered as a normal semester's full-time instructional load.

16.2.1.4 A Tutorial Lab assignment is one wherein the instructor is there to support individual students in their development of discipline-related skills. The students are enrolled in other classes and are seeking support on a voluntary basis. The Tutorial Lab assignment typically occurs in an individualized learning center, for which there is minimal preparation and no outside assessment of student work. Twenty-one (21) weekly scheduled hours of this assignment shall be considered as a normal semester's full-time instructional load.

16.2.1.5 The district and the UFO make a commitment that all lab courses will be assigned to one of the three contractual categories of lab courses through mutual agreement between the district and UFO during the course of the 2021-2022 academic year. This process will be completed by a team of representatives from both sides. During that year, differential loading for those categories will be negotiated.

16.2.1.6 No Full-time faculty member will be required to teach non-credit

courses as part of their regular load.

16.2.1.7 Faculty teaching dual enrollment will be paid for any hours worked at the school site beyond contact hours assigned to the course.

16.2.2 Class Size Load Factor

Instructors who teach class sizes listed below (at first census) shall be loaded using the following adjustments to the normal load:

50 to 64 student enrollment =	1.33 times the normal load
65 to 80 student enrollment =	1.67 times the normal load
81 to 95 student enrollment =	2 times the normal load
96 or above student enrollment =	2.33 times the normal load

16.3 Initial Salary Placement

16.3.1 Class (Column) Placement

16.3.1.1 Faculty are initially placed on one of the salary schedule columns based on degree and credit units earned in the discipline hired.

16.3.1.2 Column placement shall be based on upper division and graduate level courses taken beyond the earned Bachelor's degree in the faculty member's primary discipline and in subjects relevant to the faculty member's position.

16.3.1.3 If a faculty member has not earned a Bachelor's degree or has achieved a Bachelor's degree, they shall be placed and remain on Column I.

16.3.1.4 Faculty placement on columns II through V must have an earned Masters Degree from an accredited college or university in the area which the College has designated as the primary discipline.

16.3.1.5 Certificates, licenses, credentials, etc. may be part of minimum and desirable qualifications during the interview process, but shall not be used in column placement.

16.3.1.6 Units are counted as semester or equivalent (quarter units are converted to semester units by multiplying by two-thirds).

16.3.1.7 Initial column placement must use the same criteria as in Column Movement procedures.

16.3.1.8 After initial placement, faculty may not request to move across columns in their first contract year.

16.3.1.9 The District reserves the sole right to waive any requirements if the President/Superintendent determines it is appropriate.

16.3.2 Experience Year (Step) Placement

16.3.2.1 Maximum initial placement in each class is as follows:

Class I - Step 6; Class II - Step 7; Class III - Step 8;

Class IV - Step 8; Class V - Step 8; Class VI - Step 9.

16.3.2.2 Credit for full-time experience will be granted within the following limitations.

16.3.2.2.1 Not more than two years' experience credit will be allowed for elementary and junior high school full time teaching experience.

16.3.2.2.2 Not more than five years' experience credit will be allowed for senior high school experience credit or in combination with Section 16.3.2.2.1.

16.3.2.2.3 No limit on experience credit will be applied for full-time teaching experience at accredited higher education institutions.

16.3.2.2.4 Placement as a result of related business or industrial experience may be applied toward salary placement at the rate of two years' work experience for one step on the salary schedule.

16.3.2.3 Credit for part-time educational experience at accredited higher education institutions will be granted within the following limitations.

16.3.2.3.1 Part-time teaching experience may be credited on the basis of one year experience credit for 30 part-time semester teaching units (or its equivalent in quarter units).

16.3.2.3.2 For purpose of defining part-time teaching, the parties agree that work as a part-time counselor, librarian or other part-time faculty shall also apply. The amount of 1080 hours as a part-time counselor, librarian or other part-time faculty shall be equal to one (1) year of experience credit.

16.3.2.4 The District reserves the right to waive any or all of the maximum stated in Sections 16.3.2.1 and 16.3.2.2 if the President/Superintendent or designee determines it is necessary in order to employ qualified faculty.

16.4 Movement on Salary Schedule

16.4.1 After initial employment, no individual will advance more than one step in the experience column in any one year.

16.4.2 Faculty who have worked for the District for at least one school year may qualify for column movement by completing pre-approved additional course work to meet the requirements of the next class (column). The process for

acquiring approval of course work and enactment of column movement is described in Section 8.5.

- 16.4.3 Faculty will be advanced from one class to another at the beginning of the Fall Semester only. Faculty proposing to move from one class to another must provide official evidence of completion of requirements prior to the first day of duty for the Fall Semester.
- 16.4.4 Faculty members who move to the next column are compensated at the new salary rate commencing the Fall Semester they requested movement and were deemed qualified.
- 16.4.5 Column movement shall be lateral from one column to the next. (For example, the faculty member moves from Class II, Step 5 to Class III, Step 5.) No faculty member may increase his/her step within a column as a result of taking additional courses. Advancement to the next step occurs after one year of service within the new class and each year thereafter to the maximum salary in that column.

16.5 Professional Growth Credit for Column Movement

The District and the UFO support continuing education and training for faculty. Further, the District and the UFO agree that faculty who participate in continuing education improve student learning, and add value to the Ohlone College experience. Supporting and recognizing faculty who improve their skills through continuing education are shared goals. Therefore, the District and the UFO agree, as follows:

Full-time faculty, **with the consent of the appropriate Vice President**, who successfully complete lower and upper division, graduate level, C.E.U., or other courses, will receive credit for salary column (class) movement. Courses which are eligible for salary column movement must improve the faculty's teaching skills, abilities, and knowledge. In addition, education and training courses, for current course offerings and approved future course offerings, must clearly support the faculty's ability to educate their students. Education and training for anticipated but not approved course offerings may also qualify.

- 16.5.1 Prior to taking classes, the faculty member must first obtain the Vice President or designee's approval (see form in Appendix D). Upon approval, the Vice President or designee will send a copy of the signed, approved request to the faculty member. The original approved request is forwarded to Human Resources-Pending Files until such time as the faculty member submits transcripts verifying sufficient course work units for movement to the next column.
- 16.5.2 Each upper division and graduate level semester unit (or quarter units converted by multiplying by two-thirds) will count as one unit on the current faculty salary schedule. When other than advanced collegiate courses are approved and completed, course credit will be granted on an hour-for-hour basis at the same rate as a regular accredited college course (one unit per 15 hours of lecture instruction and one unit per 15 hours of lab instruction). The faculty member

and the dean, with the Vice President Instruction's consent, will agree in advance regarding unit hours to be credited toward class movement.

16.5.3 Upon completion of column milestones (Masters degree, M+30, M+45, M+60, PhD) the faculty member submits a written request for column movement to Human Resources and orders official, sealed transcripts -- sent directly to Ohlone College Human Resources Department. The District will accept, in addition to official transcripts, original certificates of completed course work. Transcripts or completed certificates must arrive prior to September 1 for column movement to take effect that academic year. Human Resources reviews the transcripts against the initial approved request(s) and verifies that the number of units taken qualifies for column movement. Once the request is verified and approved, Human Resources forwards new salary information to Payroll.

16.5.4 The District reserves the sole right to waive any requirements if the President/Superintendent determines it is appropriate.

16.6 Longevity Step Increase

At the completion of the 19th year of full-time service, a faculty member will receive a two percent (2%) longevity increase. At the completion of the 24th year of full-time service, a faculty member will receive a two percent (2%) longevity increase.

16.7 Fine and Performing Arts Stipends

16.7.1 A full-time or part-time unit member responsible for a major production in the Music or Drama Department shall receive a ****Six Hundred and Seventy-Nine Dollars (\$679) stipend for each major production authorized by the District and the Music or Drama Department (**Effective August 2021).**

16.7.2 A full-time or part-time unit member responsible for the Art Gallery Exhibits shall receive a ****Four Hundred Twenty Dollars (\$420) stipend per show to a limit of eight (8) stipends in a school year for all Art Gallery Exhibits (**Effective August 2021).**

16.7.3 Stipends will automatically adjust with the full-time faculty salary schedule as it increases. **The District and UFO agree to develop a system to automate increases to these stipends in the next negotiations cycle during the 2021-2022 academic year.**

16.8 Compensation for Forensics Assignments

16.8.1 A faculty member assigned as the Director of Forensics shall receive a stipend of ****Two Thousand Three Hundred and Fifty-One Dollars (\$2351) per school year in addition to their regular load assignment (**Effective August, 2021).**

16.8.2 A faculty member responsible for forensics (debate) coaching assignments, other than the Director of Forensics, shall receive a ****Two Hundred and Twenty-Four Dollars (\$224) stipend per debate contest to a limit of ten (10)**

stipends in a school year for all debate contests combined (**Effective August 2021).

16.8.3 Stipends will automatically adjust with the full-time faculty salary schedule as it increases. The District and UFO agree to develop a system to automate increases to these stipends in the next negotiations cycle during the 2021-2022 academic year.

16.9 Compensation for Athletics Coaching Assignments

16.9.1 A full-time faculty member assigned as the head coach of a sport shall receive a stipend of **Two Thousand Three Hundred and Fifty-One Dollars (\$2351) per season in addition to his/her regular load assignment (**Effective August 2021).

16.9.2 A full-time faculty member assigned as the assistant coach of a sport shall receive a **Two Thousand One Hundred Twenty-Seven Dollars (\$2127) stipend per season in addition to their regular load assignment (**Effective August 2021).

16.9.3 A part-time faculty member, assigned as the head coach of a sport, shall be compensated at the appropriate laboratory hourly compensation rate for the number of activity hours designated times the number of weeks applicable to the season of the sport to which assigned. Additionally, a part-time faculty member assigned as the head coach of a major sport shall receive a stipend of **Two Thousand One Hundred and Sixty-Six Dollars (\$2351) (**Effective August 2021).

16.9.4 A part-time faculty member assigned as an assistant coach in a sport shall receive a stipend of **Two Thousand One Hundred Twenty-Seven Dollars (\$2127) (**Effective August 2021).

16.9.5 A coaching intern shall receive a stipend of **Nine Hundred Ninety-Two Dollars (\$992) (**Effective August 2021).

16.9.6 Stipends will automatically adjust with the full-time faculty salary schedule as it increases. The District and UFO agree to develop a system to automate increases to these stipends in the next negotiations cycle during the 2021-2022 academic year.

16.10 Part-Time Faculty

Effective January 1, 2018, a new salary schedule is being implemented for part-time faculty, as shown in Appendix C. For part-time faculty already employed by the District prior to 2018, the placements in January, 2018 will be based on hire date as follows:

- Step 6 — faculty hire date is between January 1, 2008 and January 1, 2013
- Step 7 — faculty hire date is between January 1, 1998 and December 31, 2007
- Step 8 — faculty hire date is between January 1, 1993 and December 31, 1997
- Step 9 — faculty hire date is between January 1, 1984 and December 31, 1992
- Step 10 — faculty hire date is before January 1, 1984

Part-time faculty whose hire date is after January 1, 2013 and who were at Step 5 in 2017 will remain at Step 5 for 2018. All other part-time faculty whose hire date is after January

1, 2013 will advance on the salary schedule according to Article 8.10.2.

Effective 2019, advancement on the salary schedule for all part-time faculty will occur as described in Article 8.10.2.

https://www.ohlone.edu/sites/default/files/faculty_senate_checkin_9012021.pdf

16.10.1 Initial Placement of Part-Time Faculty

16.10.1.1 For newly hired part-time faculty, prior work experience will be counted for initial placement on the Part-time Salary Schedule in Appendix C using the following rules:

16.10.1.1.1 For prior faculty experience at other accredited community colleges or four-year colleges or universities, each 12 semester units of experience (or their equivalent) will count for one additional step on the salary schedule.

16.10.1.1.2 In disciplines where occupational experience is directly relevant to the discipline for which the part-time faculty member is being hired, each 2 years of prior full-time occupational experience will count for one additional step on the salary schedule, to a maximum of two additional steps.

16.10.1.1.3 The prior experience described above may be combined together, as appropriate. For example, a new part-time faculty member with 12 semester units of prior teaching experience and 2 years of relevant occupational experience will receive two additional steps and be placed on Step 3.

16.10.1.1.4 If prior experience is not sufficient to be counted as additional steps as described above, the new part-time faculty member will be placed at Step 1.

16.10.1.1.5 In all of the above cases, the maximum initial placement for a new part-time faculty member will be at Step 5.

16.10.1.2 The District reserves the right to place new part-time faculty at a higher step than described above if the President/Superintendent or designee determines it is necessary in order to employ qualified faculty. This may be particularly necessary in the Health Science disciplines.

Non-Credit: Part-time faculty teaching Career Development and College Preparation (CDCP) non-credit courses: Faculty hired who meet the minimum qualifications to teach non-credit courses included in CDCP noncredit certificate programs and courses will be paid on the current faculty salary schedule that is used for credit courses, as long as these programs are eligible for enhanced apportionment funding from the State of California.

16.10.2 Movement on Salary Schedule

Any calendar year during which a part-time member has completed an assignment at Ohlone College shall count as one "experience year" and will result in advancing the member one step on the part-time salary schedule, effective at the start of the Spring semester of the immediately following year, regardless of which semester/term the member began employment. If the part-time member is not employed in the Spring semester of the immediately following year, the step increase will be applied upon return to part-time employment, regardless of whether the return is in a later semester/term of the immediately following year or in a subsequent year.

16.10.3 Additional Compensation

The following cases of additional compensation available to part-time faculty are not included in the calculations of workload. For example, ancillary duties and stipends are not included under the "67% Rule" covered by California Education Code 87482.5.

16.10.3.1 The District will provide compensation of up to a maximum of six (6) hours per semester at a flat rate of \$60.00 for one fixed flex divisional meeting plus any other authorized flex activities which part-time faculty attend.

16.10.3.2 The District will also provide compensation at the part-time faculty member's current hourly lab rate for mandatory trainings/workshops.

16.10.3.3 The District will provide compensation of up to a maximum of three (3) hours per semester at the part-time faculty member's current hourly lab rate for SLO assessment work. To receive such compensation, approval must be granted by the Vice President of Academic Affairs prior to the start of the work.

16.10.4 Parity Incentive Compensation

The added cost of the highest step on the part-time hourly and overload faculty salary schedule shall be paid with state parity Funds. Parity Funds not expended shall be carried over and banked. In the event that State Parity Funding is eliminated or insufficient to pay for this Step, the available funding, if any, shall be pro-rated. In the event that State Parity Funding is paid in a manner different from the way it was paid in the 2003-2004 academic year, the parties shall meet and negotiate in good faith to implement the intent of this provision.

16.10.5 Overload

16.10.5.1 Effective Spring 2018, regular full-time faculty assigned on an hourly overload basis shall be placed on Step 10 in Appendix C. Effective Spring 2019, such faculty shall be placed on Step 11. Effective Spring 2020, such faculty shall be placed on Step 12.

16.10.6 Cash Balance Plan

16.10.6.1 The District offers a STRS Cash Balance Plan for part-time

faculty.

16.10.7 Part-Time/Overload Pay By Course

The District shall implement single contracts for part-time and overload unit members based upon a systematic pay by course (assignable workload hours) for part-time and overload faculty calculated on a 16.4 hours per weekly basis for all semester-long courses and/or their equivalent. Part-time employees shall receive five (5) equal payments over the semester the course is being taught.

16.11 Contract Education

Contract Education course vacancies shall become a matter of general notice to the District, including required qualifications and pay rate.

16.12 Counselor Contract

Counselor salaries pursuant to the base work year of 185 duty days shall be set forth on a separate salary schedule. The counselor's workday schedule shall be determined by the District, however, counselors may indicate desired work days.

16.13 Salary Payment

16.13.1 Pay Period

Pay period shall be by calendar month for full and part-time faculty, with full-time faculty paid on the last normal working day of the month and part-time faculty paid between the 9th and the 11th of each month.

16.13.2 Payroll Deductions

16.13.2.1 Insurance

When authorized by the employee, deductions will be made for insurance premiums under the insurance programs approved by the Governing Board.

16.13.2.2 Professional Association Dues

When authorized by the employee, deductions may be made for dues to professional associations when approved by the Governing Board. However, at such a time as an employee organization is recognized as the exclusive representative for any employees in the negotiating unit will only be made to the exclusive representative.

16.13.2.3 Contributions to Charitable Organizations

When authorized by the employee, deductions may be made for contributions to charitable organizations when approved by the Governing Board.

16.13.3 Direct Deposit

All full-time and part-time faculty members will enroll in direct deposit effective July 1, 2012. Faculty members not currently enrolled in direct deposit prior to July 1, 2012 who are unable to enroll in direct deposit will be grandfathered and will not be required to enroll. The District will notify current members of this change as soon as feasible and offer voluntary enrollment.

ARTICLE 17 -EARLY RETIREMENT PROGRAM (REDUCED WORKLOAD)

- 17.1 The District shall provide for the reduction of full-time faculty workloads in accordance with the provisions agreed to herein which reflect compliance with the Education Code, Government Code, and the provisions and/or rules of the State Teachers Retirement System or the Public Employees Retirement System. The intent is to allow eligible unit members to phase in their retirement program through reduced workloads and to continue to accrue health and final retirement benefits as if the employee had continued on a full-time basis, conditioned upon all of the following:
- 17.1.1 The unit member must reach the age of 55 prior to the first day of the academic term for which a reduced workload is requested and work reduction begins.
 - 17.1.2 The unit members must have been employed full-time in the District for at least ten years, of which the immediately preceding five years were full-time employment without a break in service. An authorized leave of absence shall not constitute a break in service for the purpose of this Article but neither shall time spent on a leave of absence count towards the five years of full-time service required by this section.
 - 17.1.3 The option of participation in said program shall be initiated by the unit member, and a completed District application form must be submitted to the District by March 1 of the year preceding the start of reduced workload.
 - 17.1.4 The maximum period during which a full-time faculty member's contract may be reduced under this Article shall be a total of five years, consecutive or not. After the fifth year of participation, the full-time faculty member must retire, and such retirement shall be automatic and irrevocable.
- During the first or second year of a reduction in contract under this article, the full-time faculty member may submit a written intention to return to full-time employment at the beginning of the next academic year. Such a request must be submitted to Human Resources on or before March 1. Any years of participation in the program shall be counted towards the maximum period of five years under the reduced workload program.
- 17.1.5 A full-time faculty member whose contract has been reduced under this Article shall retain all paid benefits afforded full-time faculty and shall receive the pro-rata share of the salary he or she would have earned had he or she continued full-time. In addition, the employee shall retain, on a pro-rata basis, all other

rights and benefits of regular full-time faculty which are not in conflict with this Article.

- 17.1.6 The minimum part-time employment shall be any assignment which averages fifty percent (50%) or more for the academic year.
- 17.1.7 The District and the employee shall each contribute to either the California State Teachers Retirement System (CalSTRS) or California Public Employees Retirement System (CalPERS) the amount that would have been contributed if the employee had continued on a full-time basis, thereby earning a full year of service credit.
- 17.1.8 All regular duties required of full-time employees in similar assignments shall be performed during the dates the employee is on duty. This includes attendance at District-called meetings, faculty meetings, department meetings, and other regularly scheduled College activities. The employee may also be eligible to serve voluntarily on any committee.
- 17.1.9 Employees on reduced workload program status are not eligible for sabbatical leaves.

ARTICLE 18 - PART-TIME FACULTY RIGHTS

18.1 Full-Time Vacancies

Part-time faculty may apply for full-time faculty vacancies. Full-time faculty vacancies will be publicly posted.

18.2 Tax-Sheltered Annuity Program

Part-time faculty shall be permitted to participate in the tax-sheltered annuity program to the extent allowable by law and District procedures.

18.3 Computer Access for Part-Time Faculty

The District shall provide computer access for part-time faculty at both the Fremont campus and the Newark campus.

18.4 Access to Location for Part-Time Faculty Office Hours

Space is to be available for part-time faculty to hold office hours. Please contact your Division Assistant for more information.

18.5 Termination and/or Removal of Part-Time Faculty During a Semester/Session

The governing board may terminate the employment of a part-time employee at its discretion, in accordance with Board Policy and/or the Education Code at the end of a day or week, whichever is appropriate. The decision to terminate the employment is not subject to judicial review except at the time of termination.

Before making a final determination to dismiss or remove a part-time faculty member during a semester, the District will notify the UFO and discuss the reasons and findings (provided that the faculty member gives written authorization for the District to discuss

with the UFO) of an investigation. The District will notify the part-time faculty member of his or her right to be represented throughout the process by the UFO.

In circumstances where it is clear that imminent danger will occur to the students or the faculty member, the faculty member may be removed immediately from classroom responsibilities until the completion of the investigation of the charges. The investigation will follow District procedures. Any such investigation must be completed within twenty (20) College instructional days. The District will notify the UFO and discuss the findings of the investigation (upon written consent of the faculty member) before a determination is made to dismiss the faculty member during the semester.

18.6 Fingerprinting

The District will pay for the cost of required fingerprinting upon hiring a new part-time faculty member.

18.7 Sick Leave

Sick Leave is accrued by part-time faculty each semester based on the number of hours that they work during the semester. With the approval of the Vice President of Human Resources, the District will allow part-time faculty to take sick leave even if no sick leave has been yet accrued. See Article 21 for rules regarding the accrual and usage of sick leave.

18.8 Other Leaves

In addition to the various uses of sick leave (including leaves for personal necessity and for illness of family member), part-time faculty are also entitled to the following leaves: industrial accident and illness leave, bereavement leave, and leaves for some court appearances (including jury duty), professional conferences, and observations of outside institutions. See Article 21 for descriptions of these leaves.

18.9 Creditable Service for STRS reporting

For the purpose of providing creditable service reporting to the State Teachers Retirement System (STRS) as defined in Education Code Section 22138.5, the Full-Time Equivalent (FTE) for part-time faculty must be identified in this collective bargaining agreement.

The FTE is the time that a member of STRS who is employed part-time would be required to work in one school year if employed full time in that position. The following are the District's minimum service standards for a year of service credit:

1,050 hours per school year for non-instructional counselors and librarians.

525 hours per school year for all lecture instructors.

735 hours per school year for all lab instructors.

18.10 Re-employment Preference for Part-Time Faculty: Ohlone College appreciates the educational and institutional contributions of a dedicated team of part-time faculty. Commencing in Fall 2017, Per Ed Code section 87482.3, the District started granting re-employment preference to part-time faculty who had established a pattern of quality service at the District. The intent of this section is to establish standards under which the District will offer assignments to all part-time faculty who have re-employment preference prior to offering assignments to part-time faculty who do not yet have such

preference. However, it is understood that part-time faculty members are contract employees, subject to the provisions of the Education Code and Article 18.5 of this Agreement.

18.10.1 Gaining and Maintain Re-Employment Preference

18.10.1.1 A newly-hired part-time faculty member shall gain re-employment preference after having three satisfactory evaluations. If the new faculty member receives an unsatisfactory evaluation in his/her first three years of service and the District still decides to re-hire the faculty member at that time, the count of satisfactory evaluations will re-start at the time of re-hire. If the new faculty member has a break in service for a year or more and the District decides to re-hire the faculty member, the District will have the option of requiring a re-start on the evaluation count, depending on the nature of the break in service. If the count is restarted, the District shall inform the faculty member. Once a part-time faculty member gains re-employment preference, it shall apply beginning the next scheduling cycle.

18.10.1.2 A part-time faculty member who has gained re-employment preference will forfeit that preference if (i) they have a break in service of two academic years or (ii) they have two consecutive unsatisfactory evaluations. If the District re-hires the faculty member, they will regain re-employment preference upon earning two satisfactory evaluations.

18.10.1.3 In the event that a part-time faculty member with re-employment preference has been working in more than one department, the re-employment preference status does not preclude the faculty member from continuing in both departments, but does not require it either. Re-employment preference status is for the District, not for any specific department.

18.10.2 Part-Time Faculty Assignments

18.10.2.1 Re-employment Seniority: Seniority shall be established by number of semesters (Fall, Spring, or Summer Sessions) the faculty member has been actively employed at Ohlone and not the date of hire. The office of the appropriate Vice President shall keep an accurate count of this information. It shall be updated prior to Learning College Week of the Spring Semester. The count shall remain in effect until the next update. In general, seniority between members who have Re-Employment Preference shall be determined by categories that are six semesters in length, for instance 0-5 semesters, 6-11 semesters, and so on. If two members are in the same category and seniority between the two members must be determined, then seniority shall be established purely by semester count. If two members have the same semester count and seniority between the two members must be determined, then seniority shall be established on a case-by-case scenario randomly for example by coin flip.

18.10.2.2 Assignment Offering Procedure: The assignment offering procedure is part of the "scheduling cycle". This procedure shall apply

to departments except those for which there are either no Full-Time Faculty or there are two or fewer classes. This procedure only applies to Part-Time Faculty with Re-Employment Preference. Assignments for instructional faculty for the following Spring shall be made in the month of July. Assignments for instructional faculty for the following Summer and Fall shall be made in the month of January. Assignments for counselors and librarians shall follow the same process with a different timeframe to be mutually agreed upon by the District and UFO. Each Dean shall notify their departments when the first offer will be made before the end of the prior semester. All communication to faculty shall be through Ohlone email.

1. Before the start of the scheduling cycle, Part-Time Faculty shall respond to a survey from the Division Dean or appropriate designee in which they state their day, time, load, and course preference (if applicable) for the future semester(s). Part-Time Faculty will also communicate preferred times, workable times, and times at which they are unavailable. Part-Time Faculty should indicate relative priority between schedule and load.
2. Division Deans or their designee shall take the results from the survey and make rounds of assignment offers to members. The first round of assignment offers in a department shall be to the faculty members of the category of longest service. Deans or their designees shall make offers as much in accordance with the Part-Time Faculty member's preference in the survey i.e., day, time, and load preference. Assignment offers shall go out to all members in a category at the same time. Members will have two business days (starting after the day the offer is made) to accept or reject the offer by end of business hours (5pm PST or PDT whichever is in effect). The Dean or designee then repeats the process for each category in descending hierarchical order until all assignments are filled or every faculty member with Re-Employment Preference has received an offer. The process does not repeat until either the Dean has received all responses or the time has expired.
3. If there are not enough assignments so that all members in a category can receive an offer in line with their preferences, the Dean shall assign seniority within a category as outlined in 18.10.2.1 and create offers for members that prioritize assignment by seniority and meet the preferences of faculty members.
4. If there are remaining assignments at the end of the procedure, Division Deans or their designees shall then make offers to Part-Time Faculty regardless of Re-Employment Preference to fill the remaining assignments.

18.10.3 Other Benefits: If a class is cancelled after the Thursday before the start of instruction, the District will pay the Faculty member an amount equal to a

week's worth of instruction except for classes added two weeks or fewer before the start of instruction. This only shall apply to Fall and Spring courses.

18.11 Part-Time Faculty Office Hours: Part-time faculty members may have one office hour per week of instruction, per instructor, per semester at the rate of \$42/hour. Part-time faculty employees teaching a semester load of at least one class are eligible to participate in the Paid Office Hours Program. Part-time faculty are not required to participate in this program. Full-time faculty teaching overloads are not eligible to participate. Part-time faculty employees with in-person assignments participating in this program shall establish and maintain a regular schedule of in-person office hours. Faculty teaching online and hybrid courses participating in this program may hold scheduled office hours in person or online. Faculty shall inform their students of the office hour schedule and location/method. Part-time employees who are eligible and would like to participate shall complete the Intent to Participate Form and submit it to the Division Dean, prior to the first week of the class start.

ARTICLE 19 - REASSIGNED TIME

- 19.1 Any unit member or group may request reassigned time not covered in 3.1.7 and 3.1.8 of this contract, from the designated representative of the District. The District may also initiate discussions about reassigned time without a request from a unit member or group.
- 19.2 A unit member or group requesting reassigned time in excess of the full-time load must document the performance of the minimum 40 hours, which includes required tasks as detailed in Article 24.7 of this contract.
- 19.3 When a unit member or group requests reassigned time, the District may provide the reassigned time:
- 19.3.1 If the unit member or group verifies and documents s/he has actively participated for the last two years in campus committees, functioned as a club

advisor, or has been active in the Faculty Senate or the Executive Council of the UFO, and

- 19.3.2 If the unit member can document that s/he is fulfilling his/her thirty-hour-a-week, on-campus, work assignment according to the District's Policy/Regulation Manual Section 3.2, and
- 19.3.3 If the unit member or group has complied with the provisions of Section 19.2 above.
- 19.4 Any unit member receiving reassigned time will not obtain an overload greater than one s/he has had within the past two (2) semesters. A unit member with reassigned time normally should not have a load greater than 130%.
- 19.5 Any reassigned time that the District granted that continues in effect for two or more years shall normally remain stable unless the District can provide a rationale for change.
- 19.6 Coaching and production assignments are considered a part of the unit member's regular load and are not considered reassigned time.

ARTICLE 20 - TRANSFER AND ASSIGNMENT

- 20.1 A transfer of a full-time faculty member is a relocation of his/her office from one campus to another.
- 20.2 Any full-time faculty member may request a transfer. Such requests will be considered annually, at the same time as office location changes within a single campus. Factors that affect the decision may include space availability and impact on the academic program.
- 20.3 The District may also initiate a transfer based upon the needs and interests of the District. The District will consult with the faculty member regarding the transfer and will consider the needs and interests of the faculty member.
- 20.4 If any faculty member (full-time or part-time) is required to provide instruction/service at two different campuses and/or extension sites during any day as part of their assigned load, the District shall reimburse the faculty member for mileage from one campus and/or extension site to the other according to the established District mileage reimbursement rate and upon submission of appropriate documentation. **Faculty members should have access to office space at both locations.**

ARTICLE 21 -LEAVES

"Immediate family" in Article 21, unless defined otherwise, means the spouse or domestic partner of a faculty member, as well as the son, son-in-law, daughter, daughter-in-law, brother, brother in-law, sister, sister in-law, parent, grandparent, or grandchild of the faculty member or of the spouse or domestic partner of the faculty member, as well as any relative living in the immediate household of the faculty member.

21.1 Sick Leave

21.1.1 Accrual

21.1.1.1 Each full-time faculty member will be granted as sick leave for each school year, the equivalent of one day per working month as provided in the regular ten-month contract. Sick leave may start after one day of service. Such sick leave shall be for not less than ten (10) days per school year. If a new full-time faculty member had accumulated sick leave at a California school or community college district in which he or she was employed preceding full-time employment at Ohlone, such sick leave will be credited to the faculty member for use at Ohlone.

21.1.1.2 Sick Leave is accrued by part-time faculty each semester based on the number of hours that they work during the semester, divided by 16 (the number of weeks in the semester). Example: If a part time faculty works 54 hours during the semester, then the **unit member** would earn 3.38 hours of sick leave (rounded up from 3.375). An accrual report is run at the end of each semester to capture the number of hours earned by a part-time faculty member during that semester. These sick leave hours are then available to use by the part-time faculty member when they are sick in subsequent semesters.

21.1.1.3 The District has established a catastrophic leave program to permit employees of the district to donate eligible leave credits to an employee when that employee or a family member of his or her family suffers from a catastrophic illness or injury.

For the purposes of this procedure, the following terms are defined as follows:

"Catastrophic illness" or "injury" means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's family requiring the employee to take time off from work for an extended period of time to care for that family member, 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.

"Eligible leave credits" means vacation leave and sick leave accrued to the donating employee

Eligible leave credits may be donated to an employee for a catastrophic illness or injury if all of the following requirements are met:

The employee who is, or whose family member is, suffering from a catastrophic illness or injury requests that eligible leave credits be donated and provides verification of catastrophic injury or illness.

The Vice President of Human Resources determines that the employee is unable to work due to the employee's or his or her family member's catastrophic illness or injury.

The employee has exhausted all accrued paid leave credits. If the transfer of eligible leave credits is approved, any employee may, upon written notice, donate eligible leave credits at a minimum of eight hours, and in one-hour increments thereafter.

The maximum amount of time for which donated leave credits may be used shall not exceed 12 consecutive contractual months.

Verification of catastrophic injury or illness shall be required.

An employee who receives paid leave pursuant to this procedure shall use any leave credits that he or she continues to accrue on a monthly basis prior to receiving such leave.

Unused leave credits will be returned to the leave balances of the employees who donated leave credits on a pro-rated basis.

- 21.1.2 A faculty member will notify his/her dean or designee of an illness as early as possible before absence.
- 21.1.3 Unused portions of allowed sick leave will accumulate indefinitely; however, unused cumulative sick leave will not be paid out when employment with the District is terminated.
- 21.1.4 The President/Superintendent, or his/her designee, may require a physician's certification or other proof of illness at the faculty member's expense before allowing payment for days of absence due to illness, accident, or quarantine, in excess of three consecutive work days.
- 21.1.5 A faculty member placed under quarantine will be treated as if the faculty member were ill.
- 21.1.6 A faculty member who has used all of his/her accumulated leave and cannot work because of illness, yet does not qualify for disability, will have the actual cost of replacement deducted from his/her salary for a period not to exceed five (5) months. This is called differential pay. If part-time replacement(s) are not possible, the Dean or appropriate manager will make an effort to discuss the replacement with the President of UFO or a designee before employing a full-time substitute. If a substitute is not employed, the amount that would have been paid a temporary replacement shall be deducted in accordance with Education Code Section 87780.

21.2 Industrial Accident and Illness Leave of Absence

- 21.2.1 Any faculty member (full-time or part-time) absent due to an industrial accident or illness is eligible for industrial accident and illness leave. The number of days of leave allowed for one accident or the total number of days allowed in one fiscal year for one accident shall not exceed sixty (60) days. A day of leave for

purposes of this section shall be defined as a day during which school is in session or a day when the faculty member would otherwise have been required to perform work for the District.

- 21.2.2 Allowable leave of absence as described in this section shall not accumulate from one year to another.
- 21.2.3 Industrial accident or illness leave shall commence on the first day of absence. Such leave will be reduced one day for each day absent regardless of a temporary disability award.
- 21.2.4 During this period of absence faculty members shall receive that portion of their salary which, when added to the temporary disability compensation provided by worker compensation, will not exceed their normal salary. The District shall deduct retirement, income tax, and all other authorized deductions from salary payments made under the provisions of this section. Prior to receipt of salary payments made to a faculty member under the terms of this leave, a copy of the Employers' Report of Industrial Injury must be filed by the Human Resources Office.
- 21.2.5 Upon expiration of the sixty (60) days of industrial accident or illness leave, faculty members may elect to take as much of their accumulated sick leave as is necessary which, when added to their temporary disability compensation provided by workers compensation, will result in payment to them of not more than their normal salary. For payroll purposes sick leave taken under this section shall begin upon the termination of the industrial accident or illness leave.
- 21.2.6 Periods of absence, paid or unpaid, taken under the provisions of this section shall not be considered a break in the service of the faculty member.

21.3 Leave for Illness of Family Member

Any faculty member (full-time or part-time) may use accrued sick leave to care for an immediate family member.

The provisions of this article may be applied to a co-parent upon the birth of a child to his/her wife or domestic partner. (Please also see Personal Necessity section 21.5 if additional time is needed.)

21.4 Bereavement Leave

In the event of a death in a full-time or part-time faculty member's immediate family, the District shall provide leave with pay for up to three (3) days per occurrence or five (5) days if out-of-state travel or travel of 300 miles or more is required.

Please also see Personal Necessity section 21.5 if additional time is needed.

21.5 Personal Necessity Leave

Any faculty member (full-time or part-time) may use up to seven (7) days per fiscal year of their accumulated sick leave for personal necessity. Advance permission shall be required for leave taken except for the following reasons:

21.5.1 Death or serious illness of a member of their immediate family. Serious illness is defined as illness, which may result in a permanent disability, requires hospital surgery, or where death is imminent. (Please also see 21.3 for Leave for Illness of Family Member).

21.5.2 Accident involving a faculty member's person or property, or the person or property of a member of their immediate family.

A written statement identifying the reason for using Personal Necessity Leave shall be filed with the Human Resources Officer within two (2) days of the faculty member's return to duty following leave.

21.6 Pregnancy Disability Leave

Pregnancy Disability leave may be granted to full-time faculty under the following rules and regulations:

21.6.1 After the pregnancy, the faculty member may return to work upon presentation of a certificate from her physician indicating that her health is such that she is able to resume her regularly assigned duties.

21.6.2 A faculty member disabled by pregnancy may request a pregnancy disability leave of absence. The pregnancy disability leave of absence is for the period of time that the faculty member is disabled up to a maximum of four months. While a faculty member is rendering service to the District and is not on leave, any period of actual physical disability, caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom, shall be treated as any other physical disability and any accumulated sick leave shall be available to the faculty member. After the faculty member's accumulated sick leave is exhausted, the faculty member will receive differential sick leave pay during the time the faculty member is disabled until the differential leave is exhausted. Physical disability, for the purposes of this policy, shall be defined as a period during which the faculty member is unable to perform job-related duties.

21.6.3 The period of disability shall be determined by the faculty member's physician. The District may, at its option, obtain other medical opinions. Any period beyond, or in addition to, a period of physical disability, during which the faculty member wishes to remain away from the job, shall be treated as an unpaid leave of absence under Family and Medical Care Leave (15.7).

21.7 Family and Medical Care Leave (FMLA) and California Family Rights Act (CFRA)

The District and UFO agree to comply with applicable Federal and State laws governing family and medical care leaves such as the Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA) for faculty members who are eligible for such leaves.

A faculty member who is eligible as defined by the law may request a Family and Medical Care Leave for any of the following reasons: (1) the faculty member's own serious health condition, (2) a serious health condition of the faculty member's child, parent, spouse or domestic partner (FMLA does not recognize domestic partners but Ohlone College and the California Family Rights Act do) or (3) the birth, adoption, or

placement of a foster child. Parents, adoptive parents, and foster parents regardless of gender may request this leave.

The Family and Medical Care Leave cannot exceed 12 workweeks in a 12-month period. Leave granted under any of the reasons provided by state and federal law will be counted as Family and Medical Care Leave and will be considered as part of the 12-workweek entitlement in a 12-month period. The 12-month period is measured forward from the date any faculty member's first Family and Medical Care leave begins. Successive 12-month periods begin on the date a faculty member first uses leave after the prior 12-month period has ended. Unused leave does not carry over from one 12-month period to the next 12-month period.

Family and Medical Care leave is unpaid, but faculty members may use their accrued sick leave during FMLA eligible leaves except for the birth of a child.

If the faculty member receives fringe benefits through the District and s/he normally contributes some portion of the cost via pay deduction, the faculty member must make arrangements with Human Resources to pay that portion of the fringe benefits cost prior to the leave.

Please see sections 21.6 and 21.8 for leaves related to birth, adoption and child rearing. (A full-time faculty member who may require a Family and Medical Care Leave for purposes other than baby bonding should contact Human Resources for information on the Catastrophic Sick Leave Donation program if the faculty member has used all accrued sick leave).

21.7.1 Banking Units for Baby Bonding

Family and Medical Care Leave is unpaid. In advance of pregnancy or adoption, a full-time faculty member may request to bank workload from overload teaching be banked under Article 23 for use during a baby bonding Family and Medical Care Leave to bond with a newborn or newly adopted child. See Article 23 for banking provisions.

A full-time faculty member must request in writing a baby-bonding leave of absence and the use of the banked units at least 90 days in advance of taking a baby-bonding leave to ensure District operations are not impacted, except in situations where the faculty member can demonstrate the need for the leave was not anticipated. A full-time faculty member must be approved in writing for a leave of absence for baby bonding purposes by the faculty member's supervisor and the appropriate **Vice President** before the banked units can be used for a baby-bonding leave.

For faculty members disabled by pregnancy, the FMLA leave typically runs concurrently with the Pregnancy Disability leave, but the CFRA leave typically does not run concurrently with Pregnancy Disability leave and typically begins when the Pregnancy Disability leave has ended (except in situations where the pregnancy disability is for more than four months). A faculty member with an extended pregnancy disability should discuss the specific situation with a Human Resources Department representative.

21.8 Child Rearing Leave

21.8.1 One Semester Unpaid Leave of Absence for Child-Rearing

Any full-time faculty member who is a biological or adoptive parent of a child/children under the age of twelve (12) years may be granted an unpaid leave of absence for a maximum of one semester for the purpose of rearing each child.

If a faculty member takes a Family and Medical Care Leave for the purpose of bonding with a newborn or newly adopted/placed child, the faculty member is not eligible to request this Child-Rearing leave until a full 12 months after the Family and Medical Care Leave for the purpose of bonding has ended, unless the faculty member is authorized in writing to do so by the Vice President of Academic Affairs.

Such Child Rearing leave shall be for a full semester and may not begin or end in the middle of any semester. Requests for such unpaid leave of absence shall be made to the Governing Board at least twelve (12) weeks prior to the first day of the semester. If the faculty member receives fringe benefits through the District and s/he normally contributes some portion of the cost via pay deduction, the faculty member must make arrangements with Human Resources to pay that portion of the fringe benefits cost prior to the leave.

21.8.2 Percentage Reduction in Workload Leave for Child-Rearing

Any full-time faculty member who is a biological or adoptive parent of a child/children may request to work a 60% workload in a semester for the purpose of child-rearing. Such reductions in workload may be requested one semester at a time and granted by the Vice-President of Academic Affairs for up to a maximum of five semesters. Compensation, benefits, and retirement shall be reduced proportional to the workload reduction.

21.9 Military Leave

Full-time faculty will be granted military leave as provided for in the Military and Veterans' Code of the State of California. Such leave must be verified by a copy of the military orders requiring said military duty.

21.10 Court Appearances

Leaves of absence for jury duty or for court appearance as a witness pursuant to subpoena, where the need for the testimony is not brought about through the misconduct of the faculty member (full-time or part-time), will be granted with pay up to the difference between the faculty member's regular pay and any amount received as jury or witness fee exclusive of any travel allowance which might be paid. Any appearance as a defendant in a criminal proceeding or for personal business shall be without pay.

21.11 Sabbatical Leave

The objective of the sabbatical leave is professional improvement of the faculty, which will benefit the College, the instructional program and, specifically, the students of the College. While the importance of including sabbatical leave is recognized, higher

priority at Ohlone College shall be the instructional program and the offering of courses, which meet the needs of our students and the community. Budget priorities will place the needs of the College including the instructional needs of the students above sabbatical leave.

All leaves and provisions thereof shall be as authorized by the California Education Code and the policies of the District.

- 21.11.1 After six (6) consecutive years of full-time professional service after first employment by the District or after returning to the District from a sabbatical leave, faculty will be eligible to apply for a sabbatical leave.
- 21.11.2 A minimum funding for at least **three** sabbatical leaves will be included in the district's budget each year. The maximum number of sabbatical leaves which may be granted during any year shall not exceed five percent, rounded to the nearest whole number, of full-time faculty. When application of the five percent factor to the total number of full-time faculty members results in a fraction of .5 or more, the next higher number shall be determined to be the maximum number of sabbatical leaves that may be granted. If the number of applicants for sabbatical leave exceeds the number of leaves which may be granted, the Sabbatical Leave Committee may identify alternates in ranked order.
- 21.11.3 Pay for full-time faculty on sabbatical leave will be 70 percent for a school year or 100 percent for one semester. The pay for sabbatical leave shall be based on the regular salary schedule the individual would have received had the faculty member remained in a full-time faculty position. For determining sabbatical pay, pay received for overload teaching and other extra beyond the schedule will not be included. All staff benefits such as retirement, medical and dental benefits, and any future benefits made available to full-time faculty will be continued during the sabbatical leave period.

Each person granted sabbatical leave must agree to return to the District and render a period of service in employ of the Governing Board of the District, which is equal to twice the period of time taken for sabbatical leave, or alternatively, reimburse the College for the full salary and institutional costs of fringe benefits received while on leave. A promissory note will be required to be executed at the commencement of the sabbatical leave (See Appendix K). If a faculty member returns, but fails to perform his or her full return-to-service obligation, then his or her repayment obligation shall be prorated. Any repayment obligation shall be due in full, immediately or through a mutually agreed upon repayment plan.

A faculty member who cannot perform his or her return-to-service obligations due to death or permanent or total disability, shall be released of all repayment obligations. Determination of a faculty member's permanent and total disability shall be made by the Board of Trustees.

- 21.11.4 ~~A person receiving funds from any source including but not limited to salaries, wages, grants, consultancies, other than the District, shall not receive funds from the District, which, when combined with such other funds received, exceeds the amount he/she would have received from the District salary schedule as a full-time faculty member during that period. A notarized sworn statement of all~~

~~funds received during the period of leave will be submitted and any funds due the District returned within sixty (60) days after returning from leave.~~

21.11.5 Applications for sabbatical leave will be solicited annually and all persons eligible may apply. No priority will be given to individuals who have applied previously and not been granted a leave. Applications must be submitted to the Sabbatical Leave Committee not later than October 15 prior to the school year during which the proposed leave is to begin. The application will include a full statement of the purpose and plans for the use of such leave.

~~21.11.6 First priority shall be given to sabbatical leave applications relating to teaching assignments, whether academic work toward a degree, special courses, or other learning experiences.~~

21.11.7 All applications for sabbatical leave will be transmitted from the Committee to the President/Superintendent. Those recommended for approval by the committee shall be arranged in priority order. The President/Superintendent will review all applications and submit them with recommendations to the Board. If any person(s) approved for sabbatical leave withdraw(s) their request, the President/Superintendent may submit recommendations for alternate(s) to the Board.

21.11.8 Changes to an approved sabbatical leave proposal, of either a temporal or substantive nature, shall require Board of Trustees approval.

21.11.8.1 Requests for changes in the inclusive dates of a Board approved sabbatical leave shall be reviewed by the Vice President of Academic Affairs, who will make a recommendation to the President/Superintendent. This review shall include a summary of the impact the change would have on the educational program and an analysis of the potential costs to the District. Changes, other than requests for cancellation of an approved sabbatical leave, will not be considered after May 15.

21.11.8.2 Requests for changes to an approved sabbatical leave proposal of a substantive nature, are to be reviewed by the sabbatical leave committee, which will forward its recommendation to the President/Superintendent. Requests to change the substance of a sabbatical leave proposal will be considered by the Committee, only, if received on or before May 1.

21.11.9 The recipient of the sabbatical leave shall, within sixty (60) days after returning to service at the College, submit to the President/Superintendent a written report of the activities during the leave, including copies of materials developed and/or transcripts of course work completed, and substantive evidence of completion of all aspects of the sabbatical application purpose and plans. After sixty (60) days

after receipt of the written report, the President/Superintendent, with approval of the Board, shall notify the recipient if the filed report is considered satisfactory.

21.12 Academic Leave

Subject to the recommendation of the President/Superintendent and to approval of the Board of Trustees, academic leave may be granted to full-time tenured faculty members for the purpose of academic study or work experience related to their area of instruction for a period of one or two semesters.

Individuals granted this type of leave will not receive salary from the District during the period they are on academic leave.

A full-time faculty may request in writing that the President approve the use of up to six (6) banked units for Academic Leave reasons. The President must approve in writing before the banked units can be used for Academic Leave. A full-time faculty member may submit such a request no more than once per year. The President will not approve the use of banked units by the same instructor more than once in a five (5) year period for this purpose.

A full-time faculty member may elect to use banked units under Article 23 for the purposes in Article 23 or for compensation during an otherwise unpaid academic leave subject to the rules in Article 23 and the additional rules in this section.

The objective of the leave is professional improvement of the faculty, which will benefit the College, the instructional program, and, specifically, the students of the College. While the importance of including academic leave is recognized, higher priority at Ohlone College shall be the instructional program and the offering of courses, which meet the needs of our students and the community. Budget priorities will place the needs of the College including the instructional needs of the students above leave.

Changes to an approved leave proposal, of either a temporal or substantive nature, shall require Vice President of Academic Affairs' approval.

All staff benefits, medical and dental benefits, and any future benefits made available to full-time faculty will be continued during the leave period.

The recipient of the academic leave shall, within sixty (60) days after his/her return to service at the College, submit to the President/Superintendent a written report of the activities during the leave, including copies of materials developed and/or transcripts of course work completed, and substantive evidence of completion of all aspects of the purpose and plans of the leave. After sixty (60) days and after receipt of the written report, the President/Superintendent shall notify the recipient if the filed report is considered satisfactory.

21.13 Professional Conferences

Professional conferences are those conferences sponsored by educational organizations, institutions of higher learning, and government and industry concerning teaching, learning and educational research.

When a full-time or part-time faculty member's attendance at a professional conference conflicts with his/her regular assignment, the faculty member must submit a request for

attendance to the appropriate Dean, Director, or Supervisor. If granted, the attendance at the conference will be considered leave with pay, and a follow-up report of the conference shall be submitted to the appropriate Supervisor.

21.14 Observations at Outside Institutions Including Business and Industry

Leave with pay and/or travel expenses may be provided for full-time or part-time faculty to visit outside institutions for the purpose of observing new techniques, equipment, facilities, programs, etc.

Applicants must demonstrate a clear relationship between the activity and instructional improvement.

Requests for attendance shall be submitted through the Dean, appropriate Director, appropriate Supervisor, and forwarded to the President/Superintendent for approval. A follow-up report of the observations shall be submitted to the appropriate Supervisor.

ARTICLE 22 - PROFESSIONAL RANK

22.1 Definitions and Limitations

Faculty is defined to include instructional faculty, librarians, and counselors.

Units are semester units. Quarter units are converted to semester units by multiplying by two-thirds.

Experience is full-time employment in an educational institution for at least seven (7) calendar months of the academic year.

Five (5) years of senior high school experience shall be the maximum credited for professional rank purposes; two (2) years shall be the maximum for elementary and junior high school; no limit is placed upon community college, four-year college, and/or university experience.

Vocational Credential is any credential issued by the State of California for teaching vocational subjects.

22.2 Requirements for Professional Rank

Professional titles shall be awarded to full-time members of UFO based upon the following criteria:

22.2.1 The rank of Professor shall be granted to any faculty member with:

An earned Doctorate with 8 years experience.

An earned Master's plus 40 units or Bachelor's plus 70 units (including a Master's) with 14 years experience.

22.2.2 The rank of Associate Professor shall be granted to any faculty member with:

An earned Doctorate with 4 years experience.

An earned Master's plus 40 units or BA plus 70 units (including a Master's) and with 6 years experience.

An earned Master's with 10 years teaching experience.

22.2.3 The rank of Assistant Professor shall be granted to any faculty member with:

An earned Doctorate.

An earned Master's plus 40 units or BA plus 70 units (including a Master's) with 2 years experience.

An earned Master's with 4 years experience.

An earned Bachelor's with 6 years experience.

22.2.4 The rank of Instructor shall be granted to any faculty member not meeting the requirements of the other ranks.

22.3 Professional Rank for Part-Time Faculty

22.3.1 The rank of Instructor shall be granted to any new part-time faculty member.

22.3.2 Part-time faculty are eligible for the professional rank of Assistant Professor upon attainment of Step 5 on the part-time salary schedule.

22.3.3 Part-time faculty currently holding professional rank from another institution of higher education will have the professional rank held by that institution recognized by Ohlone College, up to the rank of Assistant Professor.

22.3.4 Professional rank must be requested by the part-time faculty member through the Division Office.

22.3.5 The recognition of a part-time faculty member's higher professional rank shall be granted upon receiving verification in Human Resources.

22.4 Professional Rank for Holders of Vocational Credentials

Faculty members in occupational fields with vocational credentials may attain professional rank by the methods stated in Section 22.2, or by the optional method through vocational experience:

22.4.1 Professor

Vocational Credential, Master's Degree, and 14 years experience

Vocational Credential, Bachelor's Degree, and 16 years experience

22.4.2 Associate Professor

Vocational Credential, Master's Degree, and 6 years experience

Vocational Credential, Bachelor's Degree, and 10 years experience

22.4.3 Assistant Professor

Vocational Credential, Master's Degree, and 2 years experience

Vocational Credential, Bachelor's Degree and 4 years experience

Vocational Credential, Associate Degree, and 8 years experience

Vocational Credential and 12 years experience

22.5 Other Conditions Relating to Professional Rank

22.5.1 Any full-time faculty member upon attaining 20 years of service at Ohlone College shall be awarded a title which is one step higher than that to which the unit member is assigned according to the above schedule.

22.5.2 A full-time faculty member's promotion to a higher professional rank shall be accepted by the College upon achievement of a prescribed university and/or college work and presentation of official transcript and official verification of experience and shall be effective the next July 1.

22.5.3 Ordinarily, all new faculty members without experience will be granted the title of "Instructor."

22.5.4 A professional rank assigned to an instructor shall be followed by a discipline, department, or division designation, which encompasses a major assignment. (For example: Associate Professor, Social Sciences; Assistant Professor, English; Associate Professor, Aviation.)

ARTICLE 23 - BANKING

23.1 Banking of Units

Regular permanent full-time faculty members may, at the option of the employee, request units earned for part-time overload teaching be banked.

23.1.1 If a full-time faculty member is interested in banking units they must notify in writing their supervisor and Human Resources of the intent to bank by the end of the first week of the overload assignment.

23.1.2 The parties recognize that unit members who teach a full load, which includes four (4) courses of English Composition 101A (16 units) in an academic year (both semesters combined) are typically not able to teach additional part-time overloads during such a full load academic year. Therefore, English instructors who teach a full load, which includes four (4) courses of English Composition 101A as described herein may in the next scheduled summer session apply any

teaching (for credit courses) under the provisions of this article for the purpose of banking units for use during a granted leave.

23.1.3 Faculty may bank up to fifteen (15) units for use during an otherwise unpaid Family and Medical Care leave for baby bonding purposes and up to six (6) units for an academic leave.

23.1.4 Banked units, once the total desired units have been attained, must be used or paid out within **four (4)** years or by the proposed intended date of leave indicated on the banking form. Refer to banking form (Appendix L) for additional guidelines.

23.1.4.1 Unused banked units are paid out at the dollar amount of the rate of pay in effect when the units were originally banked.

23.1.5 For leave approval process refer to Article 21.12 for Academic Leave and Article 21.7 for Family and Medical Care Leave (FMLA and CFRA).

ARTICLE 24 - MISCELLANEOUS REGULATIONS

24.1 Faculty Service Areas

An FSA ("Faculty Service Area") is defined as "a service or instructional subject area or group of related services or instructional subject areas performed by faculty and established by a community college district." (Cal Ed Code § 87743.1.) The function of FSA's is to provide a rational and workable framework within which retreat rights, seniority rights, and bumping rights can be exercised by faculty in the event of a layoff, reduction in force, or reduction in services.

The FSA's for the District are established according to the Disciplines List contained in the latest "Minimum Qualifications for Faculty and Administrators in California Community Colleges," issued by the California Community Colleges Chancellor's Office (CCCCO). A copy of the latest CCCCCO Disciplines List shall be maintained in the Human Resources office.

24.1.1 Assigning FSA's to Faculty Members

24.1.1.1 At the time of hire, every full-time faculty member will be assigned the FSA corresponding to the discipline in which **the unit member** was hired.

24.1.1.2 After initial employment, a full-time faculty member may apply to qualify for an FSA in an additional discipline if the faculty member meets the minimum qualifications for that discipline. The additional FSA will expire after eight (8) years, unless the faculty member teaches in the discipline or, in the case of a counseling or library FSA, provides service in that area. At any time, the faculty member may re-apply for the FSA, which, if approved, would restart the eight (8) year time period.

24.1.1.3 The faculty member must submit the application to Human Resources

on or before February 1 in order to be considered in any layoff or reduction in services during the academic year in which the application is received.

The review process for the FSA application is as follows:

1. Within one (1) week of receiving the application, Human Resources will forward it to the Dean of the division and to the full-time faculty in the discipline from which the FSA is sought.
2. The application review committee will consist of the Dean and at least one (1) full-time faculty member from the discipline. If there are no full-time faculty in the discipline, the Dean will identify at least two (2) full-time faculty members in related disciplines to serve on the committee.
3. The committee will review the request with respect to minimum qualifications and any documented additional departmental hiring qualifications. If deemed appropriate, the committee may conduct an interview with the applicant to verify qualifications. The committee will reach its decision and forward its recommendation to the appropriate Vice President and the President/Superintendent within three (3) weeks of receipt of the application.
4. Within two (2) weeks of receiving the recommendation, the Vice President and the President/Superintendent will make a final decision to approve or reject the application and will provide written notification to the applicant, the committee, and Human Resources. If the final decision is different from the recommendation of the review committee, the written notification will include a justification for the decision.

Departments/disciplines are encouraged to review the minimum qualifications in the CCCCCO Disciplines List to determine if more restrictive local departmental qualifications are appropriate. If additional departmental hiring qualifications are established, they should be documented in writing and kept on file in the appropriate Division Office and in the Human Resources Office.

24.1.1.4 The District shall maintain, in each full-time faculty member's personnel file, a permanent record of each FSA that the faculty member has been granted.

24.1.2 Termination and Reduction in Employment

24.1.2.1 The District shall notify the Union before implementing any termination or reduction in employment of any contract or regular faculty employee because of a reduction or discontinuation of a particular kind of service or a decline in enrollment pursuant to Education Code §§ 87743, 87744, 87745, and 87746.

24.1.2.2 By February 1 of each year, the Union may, at its discretion, request information from the District regarding the anticipated layoff of any

member of the Union bargaining unit.

24.1.2.3 Faculty employees subject to layoff in the event of a reduction in employment shall be terminated in the inverse of the order in which they were employed as determined by the Board according to law.

24.1.2.4 In the event of a reduction in employment, the Board shall reassign faculty employees in such a manner that they shall be retained to render service in any discipline in which the faculty member holds an FSA. :

24.2 Outside Employment or Study

Full-time employment with the District is the full-time faculty member's primary employment obligation.

24.3 Change of Name and Address

Employees must notify, in writing, their immediate supervisor and the Human Resources Officer immediately of any change of name or address.

24.4 Complaints Against Faculty

In order to protect faculty from unreasonable complaints or charges, and at the same time grant an administrative channel to ensure due process, the following procedures shall be adhered to:

- A. All Complaints should normally be submitted in writing to the President/Superintendent/designee.
- B. The President/Superintendent/designee shall conduct a thorough investigation of all the complaints deemed to warrant such action or as the law provides.
- C. The faculty member shall be notified by the administrator assigned to the case of the investigation at the point the District finds the claim has merit. The faculty member has the right to submit to the administrator a written response to the allegations within ten working days of being notified of the investigation.

24.5 Electronic Communications And Information

The Electronic Communications and Information Technology policy is attached as Appendix H.

24.6 Parking

The District will provide enough free parking spaces at each campus, designated as "staff," in order to meet the needs of faculty/staffing levels at any time of day the college is open for business.

24.7 Duties of Faculty

24.7.1 Foreward

Faculty at Ohlone College have been hired because of their passion for teaching and learning and their strong commitment to the missions and ideals of the community college. As such, they are student-oriented in their approach and dedicated to student success. Each faculty member is asked to assume the professional obligations which are a part of a career as a college instructor, counselor, or librarian. Faculty are expected to meet professional standards by demonstrating excellence in: working with students; professional enrichment; and professional responsibilities.

24.7.2 Duties of Full-time Faculty

24.7.2.1 Working with Students

- a. Knowing their subject fields in depth, keeping up-to-date and being alert to new materials in the literature, as they relate to community college curriculum;
- b. Challenging students and setting high expectations, while addressing the diversity of human qualities and learning styles;
- c. Demonstrating sensitivity in working with students, across all aspects of diversity;
- d. Creating opportunities for students to assume responsibility for their own learning.

24.7.2.2 Professional Enrichment

Participating regularly in professional development activities.
Examples include:

- a. Classes, workshops, individual study;
- b. Conferences, seminars or professional meetings;
- c. Publishing, making conference presentations, presenting artistic exhibits, giving performances, doing research;
- d. Becoming involved in community matters relevant to the academic area.

24.7.2.3 Professional Responsibilities

Faculty members are expected to actively participate in and support a collaborative, respectful team environment, both within their assigned areas and college-wide. This includes, but is not limited to, the specific requirements listed below:

- a. Attending and participating in department and division meetings;

- b. Attending and participating in college committees;
- c. Participating in the accreditation process;
- d. Communicating regularly and effectively through District-provided email, telephone, and voicemail;
- e. Participating in Learning College Week, College-provided mandatory trainings, and commencement;
- f. Participating in program and subject area improvement tasks, such as revising and developing curricula, Student Learning Outcome assessment, program review, articulation, or mentoring part-time faculty members;
- g. Participating in hiring committees;
- h. Participating in the evaluation of peers, staff, and administrators;
- i. Where appropriate, participating in advisory committees and maintaining contacts with other educational institutions, organizations, businesses or industry;
- j. Adhering to Federal, State, and college educational regulations.

24.7.2.4 Additional Specific Responsibilities for Instructional Faculty

- a. Preparing carefully and organizing a course of instruction which adheres to the learning outcomes in the course outline of record,
- b. When appropriate, encouraging student use of college learning centers and student services;
- c. Preparing and distributing to students (either printed or digitally) by the first class meeting of the semester for each course assigned a syllabus that outlines the course outcomes, means for assessing student achievement, and the grading plan to be used;
- d. Providing coherent and engaging delivery of course content;
- e. Evaluating student work using clear criteria relevant to the course content and student learning outcomes;
- f. Providing feedback to students in a timely manner;
- g. Holding five (5) office hours each week that classes are in session;
- h. Preparing and submitting accurate reports, such as the census and final grades, in time to meet deadlines;
- i. Where appropriate, guiding students in understanding their program/discipline.

24.7.2.5 Additional Specific Responsibilities for Counselors

- a. Providing academic, career, and personal counseling services to students;
- b. Maintaining accurate records of student contact as required;
- c. Demonstrating a high degree of competency when providing information concerning college/university transfer, degree/certificate requirements, college procedures, and course curriculum;
- d. Presenting workshops, new student orientations, and other programs as appropriate;
- e. Providing crisis intervention, as needed, either directly or in collaboration with college or community resources;
- f. Referring students to college and community resources, as appropriate;
- g. Evaluating, updating, and revising existing counseling materials and developing new materials, as appropriate.

24.7.2.6 Additional Specific Responsibilities for Library Faculty

- a. Providing library services to students, other faculty, and staff;
- b. Promoting student and staff access to use of the library through comprehensive reference service, research assistance, and bibliographic instruction;
- c. Contributing to building, organizing, and maintaining library collections, including implementing electronic access to information;
- d. Teaching students in class orientations, individually, and through Library Skills courses.

24.7.3 Duties of Part-time Faculty

Note: There are duties listed in Section 24.7.2 that are not listed here, as they are not required of part-time faculty. However, individual part-time faculty members are certainly welcome to participate in such activities if they are interested. In particular with regard to professional enrichment, the District and the UFO will continue to support funded opportunities for part-time faculty involvement.

24.7.3.1 Working with Students

- a. Knowing their subject fields in depth, keeping up-to-date and being alert to new materials in the literature, as they relate to community college curriculum;
- b. Challenging students and setting high expectations, while

- addressing the diversity of human qualities and learning styles;
- c. Demonstrating sensitivity in working with students, across all aspects of diversity;
- d. Creating opportunities for students to assume responsibility for their own learning.

24.7.3.2 Professional Responsibilities

Faculty members are expected to actively participate in and support a collaborative, respectful team environment, both within their assigned areas and college-wide. This includes, but is not limited to, the specific requirements listed below:

- a. Communicating regularly and effectively through District-provided email;
- b. Adhering to Federal, State, and college educational regulations.

24.7.3.3 Additional Specific Responsibilities for Instructional Faculty

- a. Preparing carefully and organizing a course of instruction which adheres to the learning outcomes in the course outline of record,
- b. When appropriate, encouraging student use of college learning centers and student services;
- c. Preparing and distributing to students (either printed or digitally) by the first class meeting of the semester for each course assigned a syllabus that outlines the course outcomes, means for assessing student achievement, and the grading plan to be used;
- d. Providing coherent and engaging delivery of course content;
- e. Evaluating student work using clear criteria relevant to the course content and student learning outcomes;
- f. Providing feedback to students in a timely manner;
- g. Preparing and submitting accurate reports, such as the census and final grades, in time to meet deadlines.
- h. Where appropriate, guiding students in understanding their program/discipline.

24.7.3.4 Additional Specific Responsibilities for Counselors

- a. Providing academic, career, and personal counseling services to students;
- b. Maintaining accurate records of student contact as required;
- c. Demonstrating a high degree of competency when providing

information concerning college/university transfer, degree/certificate requirements, college procedures, and course curriculum;

- d. Presenting workshops, new student orientations, and other programs as appropriate;
- e. Providing crisis intervention, as needed, either directly or in collaboration with college or community resources;
- f. Referring students to college and community resources, as appropriate.
- g. Evaluating, updating, and revising existing counseling materials and developing new materials, as appropriate.

24.7.3.5 Additional Specific Responsibilities for Library Faculty

- a. Providing library services to students, other faculty, and staff;
- b. Promoting student and staff access to use of the library through comprehensive reference service, research assistance, and bibliographic instruction;
- c. Contributing to building, organizing, and maintaining library collections, including implementing electronic access to information;
- d. Teaching students in class orientations, individually, and through Library Skills courses.

24.7.4 On-Line Education: Add language to the UFO contract in regards to the requirement for specific training for faculty. The parties specifically agree to continue to continue to work on this section regarding on-line education to further clarify and define terms. (This needs to be completed in subsequent negotiations after 2019-20). See Appendix N.

ARTICLE 25 - TERM, RECOGNITION, AND CONTRACT CLAUSES

- 25.1 Except as may otherwise be provided, this Agreement will become effective upon completion of the ratification process by both parties, and shall remain in full force and effect through June 30, 2021.
- 25.2 The party proposing to amend or modify this Agreement for a subsequent term shall submit a written notice of such intent during the month of December preceding the

expiration date of the Agreement. Included with such written notice will be three (3) complete copies of all proposed modifications.

- 25.3 The receiving party shall have not more than thirty (30) calendar days from date of receipt to prepare and submit three (3) complete copies of its proposal to the initiating party.
- 25.4 Upon completion of public notice requirements, negotiations will commence at a time and location mutually acceptable to the parties.
- 25.5 It is agreed and understood that there will be no strike, sickout, work stoppage, slowdown, picketing, except as protected by the First Amendment of the Constitution, or refusal, or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the District by the UFO, its officers, agents or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity.
- 25.6 During the term of this Agreement, the UFO expressly waives and relinquishes the right to meet and negotiate and agrees that the District shall not be obligated to meet and negotiate with respect to any subject or matter not referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both the District or the UFO at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn.
- 25.7 During the month of December the UFO shall submit its proposals for modification relative to Articles 15 and 16, salary, health and welfare benefits, and up to three (3) additional Articles of its choice. The District will, thereafter, present its proposals relative to the UFO proposals and up to three (3) additional Articles of its choice.
- 25.8 There will be no audio or video recording of negotiations by the District or the UFO.
- 25.9 The District will respond to any information request made by the UFO within fourteen (14) days.

ARTICLE 26 - ORGANIZATIONAL SECURITY - DUES DEDUCTION

- 26.1 Organizational Security
- 26.1.1 Except as expressly exempted herein, for the duration of this Agreement, all unit members who do not maintain membership in good standing in the UFO are required, as a condition of continued employment, to pay service fees to the UFO in amounts that do not exceed the periodic dues of the UFO.
- 26.1.2 No unit member shall be obligated to pay dues or service fees to the UFO until the first of the month following thirty (30) calendar days after the unit member first comes into the bargaining unit.
- 26.1.3 Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or paying service fees to employee organizations shall not be required to join, maintain membership in, or pay service fees to the UFO as a condition of employment. However, such unit

members shall be required, in lieu of a service fee required by this Agreement, to pay sums equal to such service fee to one of the following non-religious, non-labor organization, charitable funds exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code:

Ohlone Foundation - General Scholarship Fund

Ohlone Foundation - Jim Klent Chemistry Endowment

Ohlone Foundation - Smith Center Endowment

- 26.1.4 Any unit member claiming this religious exemption must file a written request for exemption with the UFO. If the request is granted, the unit member shall, as a condition of continued exemption from the requirement of paying service fees to the UFO, furnish the UFO with copies of receipts from the charity selected, as proof that such payments have been made, or shall authorize payroll deduction of such payments.
- 26.1.5 Unit members who are part-time faculty members shall be subject to dues/service fee deductions only when and in the amount specified in written notice from the UFO to the District.

26.2 Dues and Service Fee Deductions

- 26.2.1 The UFO has the sole and exclusive right to have employee organization membership dues and service fees deducted by the District from unit members in the bargaining unit.
- 26.2.2 The District shall deduct, in accordance with the UFO dues and service fee schedule, dues, service fees, or payments to charity in lieu of service fees from the wages of all unit members who are members of the bargaining unit and who have submitted payroll deduction authorization forms to the District. Such authorizations shall remain in effect until expressly revoked in writing by the unit member.
- 26.2.3 The District shall, without charge, pay to the UFO within fifteen (15) days of the deduction, all sums so deducted except that the District shall pay to the designated charity sums deducted in lieu of service fees from the wages of any unit member whose request for religious exemption pursuant to this Agreement have been approved by the UFO.
- 26.2.4 Along with each monthly payment to the UFO, the District shall, without charge, furnish the UFO with a list of all bargaining unit members, including the

amount deducted, if any, and whether such deduction is for dues, service fees, or charitable contributions.

26.2.5 Nothing contained herein shall prohibit a unit member from paying service fees directly to the UFO.

26.2.6 The District shall immediately notify the UFO if any member of the bargaining unit revokes a dues, service fee, or payment in lieu of service fee deduction authorization.

26.2.7 The District shall deduct and pay to the UFO service fees for each unit member who is not a UFO member in good standing and who is obligated to pay such fees, pursuant to this agreement, unless the UFO notified the District that the unit member is paying such fees directly to the UFO.

26.3 Indemnification and Hold Harmless

26.3.1 The UFO agrees to pay to the District all reasonable legal fees and legal costs incurred by the District in defending against any court action and/or administrative action before the Public Employment Relations Board challenging the legality or constitutionality of the agency fee provisions of this Agreement or their implementation.

26.3.2 The UFO agrees to indemnify and hold the District harmless from any award or judgment which may result from a court action or administrative action referenced in 26.3.1 above.

26.3.3 The UFO shall have the exclusive right to decide and determine whether any such action or proceeding referred to in paragraph 26.3.1 or 26.3.2 shall or shall not be compromised, resisted, defended, tried, or appealed.

By signature below the parties agree to the terms and conditions of this document which will be effective when signed by the UFO and District Chief Negotiator and approved by the Board of Trustees and ratified by the UFO membership.

Executed and entered into this xxth xxxxxxxx, 2021 and approved by the Board of Trustees on the 13th day of October, 2021. (signatures on file)

OHLONE COMMUNITY COLLEGE

UNITED FACULTY OF OHLONE

Appendix A

INSTRUCTIONAL FACULTY Salary Schedule							
Effective August 1, 2021							
STEP	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI	STEP
	(Bachelors Degree)	(Masters Degree)	(MA + 30, BA + 60 w/Masters)	(MA + 45, BA + 75 w/Masters)	(MA + 60, BA + 90 w/Masters)	(Doctorate)	
1	70,281	74,649	77,550	79,008	80,466	83,367	1
2	73,306	77,674	80,575	82,033	83,491	86,392	2
3	76,331	80,699	83,600	85,058	86,516	89,417	3
4	79,356	83,724	86,625	88,083	89,541	92,442	4
5	82,381	86,749	89,650	91,108	92,566	95,467	5
6	85,406	89,774	92,675	94,133	95,591	98,492	6
7	88,431	92,799	95,700	97,158	98,616	101,517	7
8	91,456	95,824	98,725	100,183	101,641	104,542	8
9	94,481	98,849	101,750	103,208	104,666	107,567	9
10	97,506	101,874	104,775	106,233	107,691	110,592	10
11	100,531	104,899	107,800	109,258	110,716	113,617	11
12	103,556	107,924	110,825	112,283	113,741	116,642	12
13	106,581	110,949	113,850	115,308	116,766	119,667	13
14	109,606	113,974	116,875	118,333	119,791	122,692	14
15	112,631	116,999	119,900	121,358	122,816	125,717	15
16	112,631	120,024	122,925	124,383	125,841	128,742	16
17	112,631	123,049	125,950	127,408	128,866	131,767	17
18	112,631	126,074	128,975	130,433	131,891	134,792	18
19	112,631	126,074	132,000	133,458	134,916	137,817	19
20	112,631	126,074	132,000	136,483	137,941	140,842	20
21	112,631	126,074	132,000	136,483	140,966	143,867	21

- An additional two percent (2%) 24-year longevity step increase at the completion of 24th year of full-time service will apply to this schedule. (See #21.)
- Effective July 1, 2002 = schedule increased by \$6722.
- Effective Fall 2002 - 2% greater step added class I step 15, class II step 18, class III step 19, class IV step 20, class V step 21, class VI step 21.
- Effective Fall 2002 - 2.15% COLA added
- Effective Fall 2002 - 2.728% WSCH added
- Effective Spring 2003 - \$900 added to each step, benefit money
- Effective Fall 2003 - .8175% WSCH added
- Effective Spring 2004 - 1.14% weighted average benefits cost added
- Effective Fall 2004 - 4.0% added (2.41% COLA, .957% WSCH 03/04, .633% WSCH 02/03)
- Effective Spring 2006 - 5.00% COLA
- Effective Fall 2006 - 5.00% COLA
- Retroactive to Fall 2006 - .44% WSCH
- Retroactive to Fall 2007 - 4.53% COLA & 1.04% WSCH
- Effective Fall 2009 - .665% WSCH
- Effective Fall 2010 - .665% WSCH
- Effective October 1, 2013 – benefit dollars reduced by \$1733.20
- Effective Fall 2013 - 1.57% COLA
- January, 2015 - Off-schedule 5% stipend given to faculty not enrolled in District’s medical plan
- Effective Spring 2016 – clean up schedule to have consistent step increase
- Effective Spring 2016 – 3% added (1.87867% COLA, 1.12133% salary increase)
- Effective Spring 2017, the two percent (2%) longevity increase will be applied at the completion of the 19th year of full-time service. This is now known as the 1st longevity increment.
- Effective Spring 2017 - 1% salary increase
- January, 2017 - Off-schedule 1% stipend given
- Effective January, 2018 – “Benefit dollars” are no longer applicable. Last reported value was \$8,472.33.
- Effective Spring 2018 - 2% added (1.56% COLA, 0.44% salary increase)
- Effective February 1, 2019 – 2.71% added to salary schedule; 2nd 2% longevity increment added at the completion of 24 years of employment.
- Effective April 1, 2020 – 2.26% added to salary schedule; 1% lump sum off schedule payment; effective August 1, 2020 – 1% added to salary schedule.
- Effective August 1, 2021 – 5.07% COLA added to the salary schedule.

Appendix B

COUNSELOR Salary Schedule							
Effective August 1, 2021							
STEP	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI	STEP
	(Bachelors Degree)	(Masters Degree)	(MA + 30, BA + 60 w/Masters)	(MA + 45, BA + 75 w/Masters)	(MA + 60, BA + 90 w/Masters)	(Doctorate)	
1	74,297	78,915	81,981	83,523	85,064	88,131	1
2	77,495	82,113	85,179	86,721	88,262	91,329	2
3	80,693	85,310	88,377	89,918	91,460	94,527	3
4	83,891	88,508	91,575	93,116	94,658	97,724	4
5	87,088	91,706	94,773	96,314	97,855	100,922	5
6	90,286	94,904	97,971	99,512	101,053	104,120	6
7	93,484	98,102	101,169	102,710	104,251	107,318	7
8	96,682	101,300	104,366	105,908	107,449	110,516	8
9	99,880	104,498	107,564	109,106	110,647	113,714	9
10	103,078	107,695	110,762	112,303	113,845	116,912	10
11	106,276	110,893	113,960	115,501	117,043	120,109	11
12	109,473	114,091	117,158	118,699	120,240	123,307	12
13	112,671	117,289	120,356	121,897	123,438	126,505	13
14	115,869	120,487	123,554	125,095	126,636	129,703	14
15	119,067	123,685	126,751	128,293	129,834	132,901	15
16	119,067	126,883	129,949	131,491	133,032	136,099	16
17	119,067	130,080	133,147	134,688	136,230	139,297	17
18	119,067	133,278	136,345	137,886	139,428	142,494	18
19	119,067	133,278	139,543	141,084	142,625	145,692	19
20	119,067	133,278	139,543	144,282	145,823	148,890	20
21	119,067	133,278	139,543	144,282	149,021	152,088	21

(Prorated from Faculty Schedule = Faculty Schedule Salary divided by 175, then multiplied by 185).

1. An additional two percent (2%) 24-year longevity step increase at the completion of 24th year of full-time service will apply to this schedule. (See #21.)
2. Effective July 1, 2002 = schedule increased by \$6722.
3. Effective Fall 2002 - 2% greater step added class I step 15, class II step 18, class III step 19, class IV step 20, class V step 21, class VI step 21.
4. Effective Fall 2002 - 2.15% COLA added
5. Effective Fall 2002 - 2.728% WSCH added
6. Effective Spring 2003 - \$900 added to each step, benefit money
7. Effective Fall 2003 - .8175% WSCH added
8. Effective Spring 2004 - 1.14% weighted average benefits cost added
9. Effective Fall 2004 - 4.0% added (2.41% COLA, .957% WSCH 03/04, .633% WSCH 02/03)
10. Effective Spring 2006 - 5.00% COLA
11. Effective Fall 2006 - 5.00% COLA
12. Retroactive to Fall 2006 - .44% WSCH
13. Retroactive to Fall 2007 - 4.53% COLA & 1.04% WSCH
14. Effective Fall 2009 - .665% WSCH
15. Effective Fall 2010 - .665% WSCH
16. Effective October 1, 2013 – benefit dollars reduced by \$1733.20
17. Effective Fall 2013 - 1.57% COLA
18. January, 2015 - Off-schedule 5% stipend given to faculty not enrolled in District's medical plan
19. Effective Spring 2016 – clean up schedule to have consistent step increase
20. Effective Spring 2016 – 3% added (1.87867% COLA, 1.12133% salary increase)
21. Effective Spring 2017, the two percent (2%) longevity increase will be applied at the completion of the 19th year of full-time service. This is now known as the 1st longevity increment.
22. Effective Spring 2017 - 1% salary increase
23. January, 2017 - Off-schedule 1% stipend given
24. Effective January, 2018 – “Benefit dollars” are no longer applicable. Last reported value was \$8,472.33.
25. Effective Spring 2018 - 2% added (1.56% COLA, 0.44% salary increase)
26. Effective February 1, 2019 – 2.71% added to salary schedule; 2nd 2% longevity increment added at the completion of 24 years of employment.
27. Effective April 1, 2020 – 2.26% added to salary schedule; 1% lump sum off schedule payment; effective August 1, 2020 – 1% added to salary schedule.
28. Effective August 1, 2021 – 5.07% COLA added to the salary schedule.

Appendix C

Part-time Salary Schedule

Effective August 1, 2021

PART-TIME FACULTY SALARY SCHEDULE - LECTURE EFFECTIVE 8/01/2021			
LECTURE HOURLY RATE			
STEP	BACHELORS	MASTERS	DOCTORATE
1	78.50	80.46	82.47
2	82.43	84.48	86.59
3	86.55	88.71	90.92
4	90.88	93.15	95.48
5	95.42	97.81	100.25
6	98.28	100.74	103.26
7	101.23	103.76	106.36
8	104.27	106.87	109.55
9	107.40	110.08	112.83
10	110.62	113.38	116.22
11	113.94	116.78	119.70
12	117.36	120.29	123.30

PART-TIME FACULTY SALARY SCHEDULE - LAB EFFECTIVE 8/01/2021			
LAB HOURLY RATE			
STEP	BACHELORS	MASTERS	DOCTORATE
1	67.40	69.08	70.81
2	70.77	72.53	74.35
3	74.31	76.16	78.06
4	78.02	79.97	81.97
5	81.93	83.97	86.07
6	84.38	86.49	88.65
7	86.92	89.08	91.31
8	89.52	91.76	94.05
9	92.21	94.51	96.87
10	94.97	97.35	99.78
11	97.82	100.27	102.77
12	100.76	103.27	105.86

1. Effective Fall 2002 - 2.15% COLA added
2. Effective Fall 2002 - 2.728% WSCH added
3. Effective Fall 2003 - .8175% WSCH added
4. Effective Fall 2004 - Add Step 4 (After 12 units taught on Step 3)
5. Effective Fall 2004 - Add Step 5 funded by Parity funds (After 12 units taught on Step 4) - should Parity funding not be available, faculty on Step 5 will be assigned to Step 4
6. Effective Fall 2004 - .957% WSCH added
7. Effective Spring 2006 - 5.0% COLA added
8. Effective Spring 2006 - Add Step 6 funded by Parity Funds (After 2 semesters taught at Step 5) - subject to Article 8.10.4 of UFO Contract (Parity Incentive Compensation)
9. Effective Fall 2006 - 5.0% COLA added
10. Effective Fall 2006 - Step 7 will be added to the salary schedule governed by past practice for step advancement
11. Retroactive to Fall 2006 - .44% WSCH added
12. Retroactive to Fall 2007 - 1.04% WSCH added
13. Effective Spring 2008 – 4.53% COLA added
14. Effective Fall 2009 - .665% WSCH added
15. Effective Fall 2010 - .665% WSCH added
16. Effective Fall 2012 - remove first three steps from this salary schedule, leaving four steps
17. Effective Fall 2013 - 1.57% COLA
18. Effective Spring 2015 - Add Step 5 (5% more than Step 4)
19. Effective Spring 2016 - 3% added (1.87867% COLA, 1.12133% salary increase)
20. For calendar year 2016 only - 2% added - will expire December 31, 2016
21. Effective Spring 2017, the 2% added in 2016 is permanent
22. Effective Spring 2017 - 1% salary increase
23. Off-schedule 1% stipend given to part-time faculty at the end of Spring and Fall 2017
24. Effective Spring 2018 – New salary schedule implemented with seven additional steps. See Article 8.10 for the implementation placement on the new steps.
25. Effective Spring 2019 – 2.71% added to all cells of the part-time faculty salary schedule; In addition, salary schedule was “cleaned-up” to ensure equal percentage between steps (an overall increase of 1.92%). Some steps increased between 2.71% to 12%
26. Effective April 1, 2020 2.26% added to all cells of the part-time salary schedule; effective August 1, 2020 1% added to the part-time salary schedule; Effective August 1, 2020, two additional columns added to the part-time salary schedule: Bachelors and Doctoral columns.
28. Effective August 1, 2021 - 5.07% COLA and a 2% increase added to all cells of the PT salary schedule.

Appendix D

COLUMN MOVEMENT ON SALARY SCHEDULE FORM

TO: Dean

Vice President or Designee

FROM: _____, Faculty DATE: _____

SUBJECT: Approval to Take Courses to Advance on the Salary Schedule.

1. Area of Teaching

My primary assigned teaching area(s) is/are _____.
If courses are not directly related to the assigned teaching area(s) explain how they are related to your work:

2. Course Request

I am requesting authorization to take the following courses (attach copy of official course descriptions):

College, University or Institution	Course Number	Course Title	Semester/Quarter Units or Hours	Completion Date
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Approved/Disapproved _____
Vice President/Designee _____ Date _____

3. Column Movement Request

TO: Human Resources Department Date: _____
43600 Mission Blvd.
Fremont, CA 94539

I have completed the above course(s) and have now obtained sufficient units to qualify for movement on the salary schedule to column number _____. I have earned _____ semester units (or the equivalent). I have submitted official transcripts and/or original certificate(s) as proof of completed course work.

Signature Date

Amended 7/14/05, 10/5/12

Appendix E
**OHLONE COLLEGE DISTRICT
 GRIEVANCE FORM**

EMPLOYEE NAME	COLLEGE	DEPARTMENT
DATE OF ALLEGED GRIEVANCE	DATE OF INFORMAL DISCUSSION WITH DEAN OR DESIGNEE	DATE OF ORAL RESPONSE
DATE OF FILING OF THIS STATEMENT	SPECIFIC ARTICLES AND SECTIONS ALLEGED TO HAVE BEEN VIOLATED	
EMPLOYEE'S STATEMENT OF ALLEGED. PROVIDE FULL FACTS NECESSARY, TO SUPPORT VIOLATION AND GRIEVANCE. WHAT IS YOUR POSITION? FACTIJAL CONTENTION. WHAT HAS OCCURRED?		
STATE FULL BELIEF, REMEDY, ACTION, YOU BELIEVE IS REQUIRED TO RESOLVE THIS ALLEGED GRIEVANCE.		
I IMMEDIATE SUPERVISOR & RESPONSE TO ALLEGED GRIEVANCE:		DATE OF RECEIPT: _____ DATE OF RESPONSE: _____ GRIEVANCE RESOLVED: _____ GRIEVANCE DENIED: _____ DATE OF GRIEVANT APPEAL: _____ GRIEVANT SIGNATURE: _____
II PRESIDENT/SUPERINTENDENT OR DESIGNEE, RESPONSE TO ALLEGED GRIEVANCE:		DATE OF RECEIPT: _____ DATE OF RESPONSE: _____ GRIEVANCE RESOLVED: _____ GRIEVANCE DENIED: _____ DATEOF GRIEVANT APPEAL: _____ GRIEVANT SIGNATURE: _____
III CONCILIATION:		DATE OF MEETING: _____ DATE OF RESPONSE: _____
IV ADVISORY ARBITRATION:		DATE OF RECEIPT: _____ DATE OF BOARD MEETING: _____ DATE OF DECISION: _____
THE DECISION OF THE BOARD (IF APPLICABLE)		

Appendix F
SELF-EVALUATION FORM
FULL-TIME (TENURED OR TENURE TRACK) FACULTY

A: Craft

1. Reflecting on the period since your last evaluation, describe your strengths in your work as a faculty member. In your response, use specific examples, note your accomplishments and strengths, assess how you responded to challenges, and discuss how you used feedback from previous evaluations.

Note: if this is your first evaluation as a full-time faculty member, reflect on your work in your field prior to joining the faculty at Ohlone College.

2. Note the professional development in which you have participated since your last evaluation. How has your approach to your work changed as a result of your most recent experiences in your role as a faculty member? Note: if this is your first evaluation as a full-time faculty member, reflect on recent professional development work you have completed prior to joining Ohlone College.
3. How have you developed your understanding of student equity and inclusion as it relates to your field and work with disproportionately-impacted students at Ohlone College? How will you use these understandings to improve your practice and/or help close achievement gaps? What additional trainings and resources would be helpful in continuing your development of equity-minded practices?

B. Service

1. Discuss your contribution to the functioning of your department and the college, including but not limited to institutional work, shared governance, educational policies, methods, and curriculum. Please note all committee work, faculty organizations, educational and professional organizations, curriculum development, innovative methods, and other participation in the life of the college.

Note: If this is your first evaluation as a full-time faculty member, reflect on your work in your field prior to joining the faculty at Ohlone College and your areas of interest for service to the College.

2. Optional: This section of the self-evaluation will be considered complete if you do not wish to discuss this segment.

Describe your contributions to the larger community (academic and otherwise) outside of Ohlone College. Some examples include, but are not limited to, academic research, creative activities, political campaigns, service organizations, and cultural groups. In what ways does this involvement enrich your contributions to Ohlone College and your work with students?

C. Growth

1. What are your goals for the coming academic year as related to work in your field?
2. Identify specific objectives do you have for the time period between this evaluation period and your next evaluation, including any relevant information about the nature of these objectives and why you chose them. If you have completed an evaluation, discuss the results of working toward the objectives you identified in your previous evaluation. If suggestions/recommendations were addressed in your previous evaluation, what steps/activities have you taken to address them?
3. How can Ohlone College and its administration support you in achieving your goals and objectives?

PUBLIC EMPLOYMENT RELATIONS BOARD

<p>United Faculty of Ohlone 43600 Mission Boulevard P. O. Box 3909 Fremont, CA 94538</p> <p>Fremont-Newark Community College District 43600 Mission Boulevard P. O. Box 3909 Fremont, CA 94538</p>
--

Type of Election

Consent Agreement

Board Directed

RD Directed

CERTIFICATION OF REPRESENTATIVE

An election having been conducted in the above matter under the supervision of the Regional Director of Public Employment Relations Board in accordance with the Rules and Regulations of the Board; therefore

Pursuant to the authority vested in the undersigned by the Public Employment Relations Board, IT IS HEREBY CERTIFIED as of June 21, 1979 that a majority of the valid ballots has been cast for:

UNITED FACULTY OF OHLONE

And that, pursuant to the Educational Employment Relations Act, described employee organization is the exclusive representative of all the employees in the unit set forth below:

Shall Include: All full-time and part-time certificated employees.

Shall Exclude: All management, supervisory and confidential employees.

Signed at San Francisco, California

On the 21st day of June, 1979

On behalf of
PUBLIC EMPLOYMENT RELATIONS BOARD

James W. Carrin

Regional Director

PERB-218 (3-78)

Appendix H

ELECTRONIC COMMUNICATIONS AND INFORMATION TECHNOLOGY POLICY

PREAMBLE

The College's electronic communications and computing facilities and network systems exist to support the instruction, research, professional, and administrative activities of the College. In general, the same guidelines that apply to the use of all college facilities apply to the use of college computing and communications resources. Supporting the college's goals to promote creativity, collaboration, and the free exchange of ideas in an open, caring community of learners, the computing systems and communications channels offer powerful tools for open learning and exchange of ideas.

1. PURPOSE

Fremont-Newark Community College District ("District") owns and operates a variety of communications and computing systems (hereinafter known as "District's Systems") which are provided for the use of District students, faculty, and staff. The computing systems are to be used for education, research, academic development, and other District business only. Commercial uses are specifically excluded. All students, faculty and staff are responsible for seeing that the District's systems and facilities are used in accordance with this Policy, and all applicable laws and regulations.

This Policy addresses issues relating to acceptable use of the District's systems and computing facilities. Unacceptable use is prohibited, and is grounds for immediate loss of computing privileges, as well as discipline (up to and including dismissal or expulsion) or legal sanctions under federal, state, and local law. This Policy shall at all times be interpreted in accordance with state and federal law.

This Policy puts users of the District's computing systems on notice that communications and electronic files on the District's computing systems should in no way be considered as a secure medium for the communication, or storage of electronic files that are sensitive, private, or confidential. Because of the nature and technology of electronic communications and electronic file storage, the District can assure neither the privacy of an individual user's use of the District's systems, nor the confidentiality of particular messages, or other information, that may be created, transmitted, received, or stored thereby. The District reserves the right to, and may, monitor and audit all internal and external e-mail, voicemail, other communications, and electronic files sent or stored by employees and students, and all use of District provided Internet use, where there is reasonable suspicion, or as allowed by law. The District shall take steps to limit the number of those involved in monitoring the system.

Moreover, situations exist where the District may be compelled to access and disclose e-mail, voicemail, other communications, and electronic files. For example, electronic files may be discoverable in litigation, unless protected by a recognized privilege. In addition, e-mail, voicemail, other communications, and electronic files sent or stored by District officers and employees may be discoverable as a public record subject to public inspection under California's Public Records Act ("Act"). Government Code sections 6250-68.

2. USE AGREEMENT

All users of District's systems (including but not limited to telephone, modem, fax, PC, internet, videoconferencing, etc.) must read and comply with these Policies, as well as any additional guidelines established by the administrators of each system. **BY USING ANY OF THE DISTRICTS COMMUNICATIONS AND COMPUTING SYSTEMS OR FACILITIES, USERS AGREE THAT THEY UNDERSTAND, ACCEPT AND WILL COMPLY WITH THESE POLICIES.**

Official Use is a use that supports or is related to the conduct of College business. In addition to activities required for one's job (e.g., research, professional growth, office correspondence and administrative functions), official use includes activities such as professional development and

Appendix H (continued)

educational activities related to the user's work assignment, incidental perusal of information for educational or professional development related to the user's work assignment, etc., incidental and occasional use is permissible provided it is agreeable with the employee's area manager, consistent with this policy, and all College policies and procedures and does not:

- Directly or indirectly interfere with the College's operations of such resources;
- Burden the College with noticeable incremental cost;
- Interfere with the user's employment or other obligations to the College; or
- Constitute an "unacceptable use," as defined in this and other policies.

Users who elect to engage in such incidental use should do so with no expectation of personal privacy concerning the messages they compose, transmit, or receive. Furthermore, the user assumes all responsibility for backing up or maintaining personal files.

3. DISTRICT RIGHTS

The District's systems, facilities, and accounts are owned and operated by the District. The District's ownership includes, but is not limited to, all computers, software and/or software licenses, on-line accounts, e-mail facilities, voicemail and telecommunications systems, all network activity, and all electronic data except that covered by the "Intellectual Property Policy." The District reserves all rights, including termination of services without notice, to the computing resources which it owns and operates. These Policies shall not be construed as a waiver of any rights of the District, nor shall they conflict with applicable acts of law. The District reserves the right to, and may, monitor and audit all internal and external e-mail, voicemail, other communications, and electronic files sent or stored by employees and students, and all use of District provided Internet use without consent of the user, where there is reasonable suspicion, or as allowed by law.

Furthermore, the user assumes all responsibility for backing up or maintaining personal files.

4. PRIVILEGES

Access and privileges on District computing systems are assigned and managed by the administrators of specific individual systems. Eligible individuals may become authorized users of a system and be granted appropriate access and privileges by following the approval steps prescribed for that system.

All access to the District's computer and communications resources, including the issuing of passwords, must be approved by a designee of the District.

Users may not, under any circumstances, transfer or confer these passwords or privileges to other individuals. Any account assigned to an individual shall not be used by others without written permission from the system's administrator. The authorized user is responsible for the proper use of the system, including any password protection.

Union use of the District's computing systems and resources shall be in accordance with the appropriate collective bargaining agreement. Such use shall be in a manner that does not interfere with employee work performance.

5. RESPONSIBILITIES

A. System Environment

Users are responsible for maintaining an environment:

1. In which access to all District computing resources are shared equitably among users,

Appendix H (continued)

2. Which is conducive to learning,
3. Which is free of illegal or malicious acts, and
4. Which is secure.

B. System Administration

The Department Manager (system administrator) of each system component is responsible for setting minimum guidelines within which users must conduct their activities. This includes access and/or review capabilities. System administrators and individual departments may establish more detailed guidelines, as needed, for specific communications and computer systems and networks. These guidelines may include such issues as allowable connect time and disk space, handling of unretrievable mail, responsibility for account approval, and other items related to administering and maintenance of the District's systems.

C. User Agreements and Advisories

- a) A user who uses the District's systems to harass, or make defamatory remarks, shall bear full responsibility for his or her actions. Such uses are prohibited. Further, by using these systems, users agree that individuals who transmit such remarks shall bear sole responsibility for their actions. Users agree that the District's role in managing this system is only as an information carrier, and that they will never consider transmission through this system as an endorsement of said transmission by the District
- b) Many of the District's systems provide access to outside networks, both public and private, which furnish electronic mail, information services, bulletinboards, conferences, etc. Users are advised that they may encounter material which may be considered offensive or objectionable in nature or content. Users are further advised that District does not assume responsibility for the contents of any of these outside networks.
- c) The user agrees to comply with the acceptable use guidelines for whichever outside networks or services they may access through District systems.
- d) Further, the user agrees to follow proper etiquette on outside networks.
- e) The user agrees to responsibly avoid system misuse, including the spread of computer viruses, downloading unauthorized software, inappropriate mass mailings, fax or voice (spamming or mail bombing), etc.
- f) The user agrees never to attempt to transmit, or cause to be transmitted, any message in which the origination is deliberately misleading.
- g) The user agrees that, in the unlikely event that someone does transmit, or cause to be transmitted, a message that is inconsistent with the business of the College or with a misleading origination, the person who performed the transmission will be solely accountable for the message, not the District, which is acting solely as the information carrier.
- h) The user agrees never to use a system to perform an illegal or malicious act. Any attempt to increase the level of access to which she or he is authorized, or any attempt to deprive other authorized users of resources or access to any District computer system shall be regarded as malicious act.
- i) Any user who finds a possible security lapse on any system is obligated to report it to the system administrators. The system must not be used until the system administrator has investigated the problem.

Appendix H (continued)

- j) Knowledge of passwords or of loopholes in computer security systems shall not be used to damage communications and computing resources, obtain extra resources, take resources from another user, gain unauthorized access to resources or otherwise make use of resources for which proper authorization has not been given.
- k) Users are responsible for backup of their own data stored on their hard drives of their PCs (network servers and databases will be backed-up by the College).
- l) Users must reimburse the District for costs incurred for personal use of equipment (such as long-distance phone and fax, toll charges, fee-based services, etc.)

Appendix I
MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN
UNITED FACULTY OF OHLONE
AND
OHLONE COMMUNITY COLLEGE DISTRICT

Pursuant to the provisions of the California 2002 Budget Act Appropriation for Part-Time Faculty Compensation, the United Faculty of Ohlone and the Ohlone Community College District ("District") agree to the following definitions, policies and amount needed to achieve parity for comparable pay between part-time and full-time faculty for similar work at the District.

- A. This Memorandum of Understanding between the United Faculty of Ohlone and the District ("MOU") compares the hourly pay that is comparable as between part-time instructors and full-time instructors.
- B. For purposes of calculating parity, the top hourly compensation level of full-time classroom instructors for each hour of teaching (Doctorate Class VI, Step 21) is calculated to equal \$65.50. In no event shall the top full-time hourly rate exceed this sum for purposes of determining parity.
- C. The top hourly compensation level of full-time classroom instructors for each hour of teaching is derived by dividing the top full-time annual salary (Doctorate Class VI, Step 21), by the annual number of paid work hours (35 weeks x 40 hours/week = 1400 hours). The specific calculation applicable to this MOU is as follows:

$$\frac{\$91,693}{1400} = \$65.50$$

- D. One additional lecture step on the part-time hourly lecture schedule is calculated to be 4.01355%. This would require six (6) additional such steps to reach parity. Therefore, one step shall be added to the lecture schedule as set forth in item F to the part-time schedule until parity of nine (9) steps is achieved between the top part-time hourly lecture rate and the current top full-time hourly rate identified above in Item B. (See Attached Part-Time Schedule).
- E. One additional lab rate step on the part-time hourly lecture schedule is calculated to be 4.01355%. This would require six (6) additional such steps to reach parity. Therefore, one step shall be added to the lab schedule as set forth in Item F to the part-time schedule until parity of nine (9) steps is achieved between the top part-time hourly lab rate and the current top full-time hourly rate identified above in Item B. (See Attached Part-Time Schedule.)
- F. Such additional lecture steps and lab steps shall only be funded through monies which are in the base revenues and "continuous in nature" received by the District from the state specifically earmarked to increase part-time faculty compensation in accordance with this MOU. If the District receives no such apportionment in the base revenues from the state in any given year, the new annual additional part-time lecture step and lab step shall not be implemented for that year. In the event that the state provides partial funding earmarked for this purpose for a given year, the District shall add a lecture step and lab step to the part-time schedule which reflect a partial step increase in proportion to such funding. Parity is achieved once six (6) additional steps have been added to the current part-time faculty salary schedules.
- G. Nothing herein shall prevent the parties from negotiating one or more steps to be added to the part-time schedules from monies derived from the general fund if the state fails to fund or extinguishes the part-time parity program.

Appendix I (continued)

The earmarked monies apportioned by the state for this specific program which are received by the District to increase part-time faculty compensation shall be used to achieve parity in accordance with this MOU. The parties agree that the District may not use any of said funds for any other educational purpose until such time as when the Chancellor of the California Community Colleges certifies that the District has reached parity as defined in this MOU.

Signed and entered into this 20 day of February, 2003


United Faculty of Ohlone


Ohlone Community College District


Appendix J

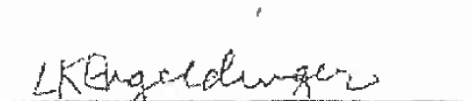
MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN THE
UNITED FACULTY OF OHLONE
AND
THE OHLONE COMMUNITY COLLEGE DISTRICT

This Memorandum of Understanding ("MOU") is entered into by and between the United Faculty of Ohlone (hereinafter referred to as UFO or Union) and the Ohlone Community College District (hereinafter referred to as District or Employer). The purpose of this MOU is to describe the conditions upon which the parties agree to replace the current 18 week academic semester with a 16 week academic semester. The UFO and the District agree to the following terms:

- A. The 18 week academic semester in effect at the time of this agreement is replaced with a 16 week academic semester, effective with the Fall 2006 school semester. Attached is the agreed upon 16 week academic calendar for the Fall 2006 and Spring 2007 academic year. Academic calendars, inter sessions, or other modifications for subsequent academic years will be subject to negotiations between the District and the UFO.
- B. The District and the UFO will track the net impact, if any, of the new calendar on total contract obligation.
- C. The District shall implement single contracts for part-time and overload unit members based upon a systematic pay by course (assignable workload hours) for part-time and overload faculty calculated on a 16 hours per weekly basis for all semester-long courses and/or their equivalent, to the extent possible.
- D. The 175 day and 185 days provisions of the current agreement remain unchanged, but are subject to continuing negotiations by the parties.
- E. Office hours shall include on-line virtual hours within parameters, to be negotiated by the parties.
- F. The District and the UFO agree that prior to the implementation of the 16 week academic semester the District and the UFO will negotiate in good faith the effects of the changes.

Agreed to this 14th day of November, 2005.


United Faculty of Ohlone


Ohlone Community College District


Appendix J (continued)
MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED FACULTY OF OHLONE
AND
THE OHLONE COMMUNITY COLLEGE DISTRICT
(Addendum to MOU of November 14, 2005)

The United Faculty of Ohlone and the Ohlone Community College District on November 14, 2005 agreed to implement a 16-week academic semester. The 16-week academic semester affords the District and the Faculty unique opportunities to engage in Learning College activities. These activities include but are not limited to:

- Week long Learning College
- Division retreats
- Showcase session of innovated practices
- Departmental planning retreats
- Program Review workshops
- Faculty Learning Community sessions
- Taskforce Planning
- Field Trips

The parties agree to support and encourage full participation in these and similar learning activities.

Dated: January 12, 2006


UNITED FACULTY OF OHLONE


OHLONE COMMUNITY COLLEGE DISTRICT

Appendix K

SABBATICAL LEAVE PROMISSORY NOTE

I _____ agree to the terms of the United Faculty of Ohlone Contract with the District in regards to Sabbatical Leave (Section 15.11). If I do not return to fulfill my duties as outlined in the contract. I promise to repay to Ohlone Community College District ("Employer") the total amount of the monies which are paid by Employer to me during the period of my sabbatical leave.

I further understand and agree that:

I. REPAYMENT

Repayment of the monies paid to me during my sabbatical leave shall be made in one of the following ways (CHECK ONE):

- Equal installments over a period of not more than three years which shall commence to run on the unpaid balance on the first day of the academic term in which I am scheduled by Employer to return to my duties.
- One lump sum to equal the total of monies paid to me during my sabbatical leave.

II. COLLECTION COSTS

I further agree to pay all collection costs including court costs and attorney fees which are incurred for the collection of any amount not paid when due.

III. DEFAULT AND ACCELERATION

- (1) If I fail to pay any installment when due the entire unpaid indebtedness, at the option of the Employer, may become immediately due and payable.
- (2) I understand that if I am delinquent in my repayments, the Employer will disclose that I have defaulted, along with other relevant information, to credit bureau organizations.
- (3) I understand that if I am delinquent on my repayment, pursuant to California law the Employer will have the right to obtain all or any portion of any monies due me from the State of California as payment towards the amount that is delinquent.

IV. LAW OF CALIFORNIA

The law of California shall govern the interpretation of this promissory note.

By signing below I manifest my acceptance and agreement to all the foregoing terms and conditions.

Signature _____

Date _____

Permanent Address

Appendix L
 OHLONE COLLEGE
REQUEST TO BANK UNITS FOR FMLA BABY BONDING AND ACADEMIC LEAVES

TO: _____
 (Dean)

FROM: _____
 (Full-Time Faculty Name)

DATE: _____

I authorize the District to withhold and bank my overload units and all associated pay with it for part-time course(s) that I have been approved to work this semester:

<u>Course Number</u>	<u>Course Title</u>	<u>% workload</u>	<u>Semester/ Year</u>
_____	_____	_____	_____
_____	_____	_____	_____

A copy of each contract must be attached to this request in order to be processed.

I am banking workload in hopes of potentially taking either an academic leave or FMLA leave in _____ semester of _____ year.

 (Faculty Member's Signature and Date)

NOTE TO FACULTY:

1. This request must be submitted for approval by the end of the first week of the semester.
2. Any banking of workload does not guarantee one will receive approval for leave.
3. **MAXIMUM Banking:**
 - You may bank workload that is equivalent of up to 6 units for Academic Leave OR
 - You may bank workload that is equivalent up to 15 units (or a semester workload) for Baby Bonding Family & Medical Care Leave (see provisions in Article 17 UFO contract for additional information)
4. Faculty member may withdraw their banked workload in cash no more than once each semester at the pay rate at which it was earned.

=====

(Do not write below this line)

Verified by:

Dean: _____ Date _____

Vice President, Academic Affairs: _____ Date _____

OR Vice President, Student Services: _____ Date _____

VP, Human Resources & Training: _____ Date _____

Payroll Salary Verification (signature): _____ Date _____

_____ % workload/ \$ _____ Semester Salary
 _____ % workload/ \$ _____ Semester Salary
 _____ % workload / \$ _____ TOTAL

Distribution by Payroll: original to Payroll, 1 copy to employee

**OHLONE COMMUNITY COLLEGE DISTRICT AND
UNITED FACULTY OF OHLONE**

Memorandum of Understanding regarding paid Part-Time Office Hours

The Ohlone Community College District and The United Faculty of Ohlone have agreed to enter into this Memorandum of Understanding to pilot a Paid Office Hours Program for part time faculty effective no later than the beginning of Fall 2017. The District will set aside \$500,000 from unallocated funds to support the program until the funds are exhausted. The funds will pay for a maximum of one office hour per week, per instructor, per semester at the rate of \$42/hour. After the completion of the first semester, the District and UFO agree to evaluate the possibility of continuing the program beyond the pilot.

Part-time faculty employees teaching a semester load of at least one class are eligible to participate in the Paid Office Hours Program. Part-time faculty are not required to participate in this program. Full-time faculty teaching overloads are not eligible to participate.

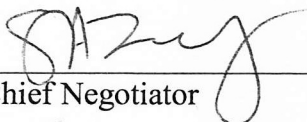
Part-time faculty employees with in-person assignments participating in this program shall establish and maintain a regular schedule of in-person office hours. Faculty teaching online and hybrid courses participating in this program may hold scheduled office hours in person or online. Faculty shall inform their students of the office hour schedule and location/method.

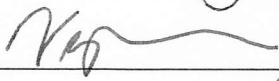
Part-time employees who are eligible and would like to participate shall complete the Intent to Participate Form and submit it to the Division Dean, prior to the first week of the class start.

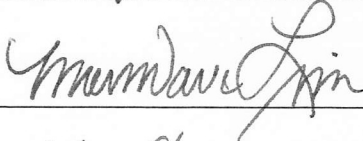
By signature below, the parties agree to the terms and conditions of this document.

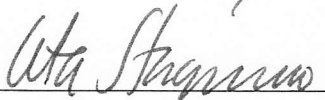
FOR THE DISTRICT:

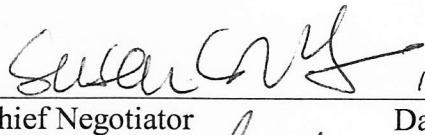
FOR UFO:

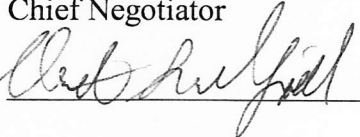
 10/7/16
Chief Negotiator Date

 10/7/16

 10-7-16

 10.7.16

 10/7/16
Chief Negotiator Date

 10/7/16

Evaluations for Part-Time Faculty at Ohlone College

Part-Time Faculty Evaluation Process

This article establishes a clear process through which all part-time faculty at Ohlone are evaluated. The intent is to encourage and enhance professional growth and promote better communication between faculty and the college.

Frequency

Although more frequent evaluations are possible if warranted, the standard frequency for part-time faculty at Ohlone College will be:

1. Once each year for 3 years for new part-time faculty, based on the semester of hire (including summer).
2. Once every 3 years for part-time faculty who have been granted re-employment preference.

It is the District's responsibility to monitor and maintain this frequency for each part-time faculty member. For part-time faculty working in multiple departments, the Dean(s) will coordinate each step of the evaluation process to ensure that the evaluation covers all of the faculty member's work.

Process

The evaluation process for part-time faculty at Ohlone College consists of the following major components:

1. Orientation to evaluations

Division Deans will conduct orientation of the evaluation process for new hires and other part-time faculty who wish to understand the process better. The orientation will typically be conducted in a group setting, with attempts to accommodate the interested faculty members' schedules. Written resources may also be available, but part of the purpose of this step is to foster a personal connection between the faculty and the Dean.

2. Observation

The observation of the part-time faculty will in most cases be done by a full-time faculty member in the same department or a related department, who will have received training and instruction from Human Resources, similar to the training requirement for participants on hiring committees.

The observation will be done using the appropriate form (e.g. for in-person instruction, for online instruction, for counseling, for library faculty, etc.) and the form will be shared in advance with the part-time faculty member, typically when arrangements are made to schedule the observation and answer any questions the part-time faculty member may have prior to the observation. See the observation forms in APPENDIX M.

For consistency, attempts should be made to use the form as written, but the person observing may include additional relevant information, as appropriate to the discipline.

The observation will be conducted at some point between the dates corresponding to 50% and 67% of the term. This range of dates will be calculated by the Office of Academic Affairs and shared with the deans.

After the observation form is completed, the observer will review it with the part-time faculty member, discussing key points and answering questions. Depending on schedules, this may not be able to occur in person, but it is expected to be a synchronous exchange whether in person or not. This is especially important for part-time faculty in their first three years, to foster professional growth and connections.

3. Student Evaluations

The official student evaluation forms will be distributed to students at some point between the dates corresponding to 25% and 75% of the term. This range of dates will be calculated by the Office of Academic Affairs and will be indicated on the envelopes used to distribute the forms.

Appendix -- (continued)

The specific date to distribute the forms in that range will be decided by the part-time faculty member being evaluated.

The students will be informed that they are not to sign their names to the forms and that the faculty member will not see them until after the end of the semester (after final course grades have been submitted). The faculty member will not be present when the students are filling out the forms. For instructional faculty, the forms will be collected by a student in the class and delivered to the appropriate dean's mailbox. For counselors and librarians, students will submit the forms individually in a secure location to be designated.

See student evaluation forms in APPENDIX M.

4. (Optional) Self-Evaluation

The part-time faculty member may submit a self-evaluation if desired, but it is completely optional. If choosing to submit, the self-evaluation is due to the Dean's office by the date corresponding to 75% of the term.

The act of writing a self-evaluation may serve as a valuable growth opportunity for the part-time faculty member. However, the primary purpose for the self-evaluation within the evaluation process would be to provide reminders to the Dean of activities and accomplishments of the part-time faculty member, particularly when they are outside of the scope of what would have been recorded in the observation and student evaluation components above.

5. Evaluation Summary

The Dean will prepare a summary of the evaluation components above, adding in relevant employment information that s/he has observed during the time since the part-time faculty member's prior evaluation. The Part-Time Evaluation Summary Report form (see Appendix ...) will be used for this purpose and will be completed and provided to the part-time faculty member no later than the end of the semester/term. The completed student evaluation forms will not be available to the part-time faculty member at that time, but they will be available, in their entirety, one week after the end of the semester/term.

In the Part-Time Evaluation Summary Report, the Dean will identify the evaluation as being in one of three categories: satisfactory, less than satisfactory (no impact on re-employment preference), or unsatisfactory. For evaluations that are categorized as less than satisfactory or as unsatisfactory, the summary will include information about what improvements should be made to result in a satisfactory evaluation.

For part-time faculty in their third year, the summary must include a statement indicating whether re-employment preference has been granted (see Re-Employment Preference article for more information).

For part-time faculty in his/her first year and those who are being considered for re-employment preference, the Dean will arrange an individual conference with the part-time faculty member to review the Summary Report and answer questions.

In cases in which an individual conference is not required, the part-time faculty member may still request a conference with the Dean to discuss the evaluation.

6. (Optional) Faculty Response

Pursuant to Education Code Section 87031, faculty have the right to respond in writing to any component of the evaluation summary and to have his/her response included in his/her personnel file. Faculty will have at most 30 days from the receipt of all of the evaluation materials (including the completed student evaluation forms) to submit the response to the dean and/or Human Resources.

APPENDIX M

OHLONE COLLEGE
Tenure Track Full-Time Faculty Evaluation
Tenure Review Committee Member Notes

Year 1 ____ Year 2 ____ Year 3 ____ Year 4 ____

Faculty Member:

Term: (Semester/Year):

Below you will take brief notes based on your review of the faculty member's evaluation materials. These notes will be shared with the faculty member, the chair of the Tenure Review Committee, the faculty member's division dean, the Vice President of Academic Affairs OR the Vice President of Student Services, and the President of Ohlone College as part of the Tenure Review process.

Student Evaluations Summary:

Observations Summary:

Self-Evaluation Summary:

Committee Member's Signature: _____ Date: _____

APPENDIX M (continued)

Tenure Review Committee Chair's Report

Year 1 ____ Year 2 ____ Year 3 ____ Year 4 ____

Faculty Member:

Term: (Semester/Year):

Below are narrative summaries of the points discussed by members of the Tenure Review Committee during their meeting with the faculty member based on each committee member's examination of tenure review materials. These summaries should be authored by the chair of the Tenure Review Committee.

Student Evaluations Summary:

Observations Summary:

Self-Evaluation Summary:

Overall Committee Comments:

APPENDIX M (continued)

Commendations:

Recommendations:

Fourth Year ONLY: Does the committee recommend the faculty member for tenure? YES/NO

TRC Chair's Signature: _____ Date: _____

TRC Member Signature: _____ Date: _____

TRC Member Signature: _____ Date: _____

TRC Member Signature: _____ Date: _____

Faculty Member Comments on the Report:

(Optional – faculty member may attach a separate sheet of comments if desired. All attachments should be signed and dated)

Faculty member's signature: _____ Date: _____

Faculty signature indicates only that this form has been reviewed, and does not indicate agreement with its contents. Pursuant to Education Code Section 87031, faculty have the right to respond in writing to any component of the evaluation summary and to have his/her response included in his/her personnel file. Faculty will have five business days from the receipt of this form to submit the response to the dean and/or Human Resources.

Note: Please return this report to the Tenure Review Committee Chair and your division dean after you sign it within five days of the Tenure Review Committee meeting. A copy will be returned for your files.

APPENDIX M (continued)
OHLONE COLLEGE
Full-Time Tenure Track Faculty Evaluation
Dean's Summary Report

Year 1 ____ Year 2 ____ Year 3 ____ Year 4 ____

Faculty Member: (NAME) _____

Term: (Semester/Year)

Division: _____

Student Evaluation Summary: (Data is gathered from "Student Evaluation of Faculty Member" instrument) The student evaluation summary should touch upon Faculty member effectiveness, positive comments, suggestions for improvement, and other comments.

Observation by Manager Summary: (*Refer to attached Observation form*)

Observed by: (Name/Title)

Class/Session/Duty Observed: (Course details here)

(Summary of finding from the appropriate observation form)

APPENDIX M (continued)

Self-Evaluation Summary: *(refer to attached self evaluation form)*

The self-evaluation summary should touch upon Faculty member craft, service, and growth

Tenure Review Committee Observations Summary: *(refer to attached peer evaluations)*

This summary shall include a list of committee members and should highlight common themes.

Overall Comments:

Commendations:

Recommendations:

Does the manager believe that the faculty member has made satisfactory progress and is recommends faculty member to the next step in the tenure process? YES/NO

Manager's Signature: _____

(Dean/ Title)
(Division)

Date: _____

Evaluatee's comments on the evaluation:

(Optional – Evaluatee may attach a separate sheet of comments if desired. All attachments should be signed and dated)

Evaluatee's signature: _____

Date: _____

Signature indicates only that this form has been reviewed, and does not indicate approval or disapproval of its contents by the Faculty Member. Pursuant to Education Code Section 87031, faculty have the right to respond in writing to any component of the evaluation summary and to have his/her response included in his/her personnel file. Faculty will have at most 5 days from the receipt of this form to submit the response to the dean and/or Human Resources.

Note: Please return this report to DEAN (DIVISION) after you sign it. A copy will be returned for your files.

APPENDIX M (continued)

**Ohlone College
Part-Time Evaluation Summary Report**

Faculty Name: _____ Semester/Term: _____

Department: _____ Dean/Supervisor: _____

Summary of Student Evaluations (emphasize strengths and areas for improvement that are mentioned by multiple students):

Summary of Classroom or Workspace Observation(s) (include strengths and areas for improvement):

Additional Information, if applicable (in each case, cite the source of the information):

Overall Summary and Conclusions:

Within the context of re-employment preference, please check the appropriate category for this evaluation:

- Satisfactory
- Less than satisfactory (no impact on re-employment preference)
- Unsatisfactory

Dean's Signature: _____ Date: _____

Faculty Signature: _____ Date: _____

Faculty signature indicates only that this form has been reviewed, and does not indicate agreement with its contents. Pursuant to Education Code Section 87031, faculty have the right to respond in writing to any component of the evaluation summary and to have his/her response included in his/her personnel file. Faculty will have at most 30 days from the receipt of all of the evaluation materials (including the completed student evaluation forms) to submit the response to the dean and/or Human Resources.

APPENDIX M (continued)

**Ohlone College
In-Person Classroom Observation Reporting Form**

Faculty Name: _____ Observer: _____

Class Observed: _____

Date of Observation: _____ Total Observation Time (Minimum 45 minutes): _____

Brief Observation Overview: (e.g. “I began my observation at the start of class and stayed for the duration of the class period. I observed 20 minutes of lecture and 25 minutes of activity followed by discussion.”)

--

OBSERVATION: Please be aware that all of the items listed below may not be observed in any one session.

Lesson Structure and Organization:	
Delivery of Instructional Content (include Methods, Activities, Materials):	
Knowledge of Subject:	
Student Engagement and Inclusiveness:	
Other Discipline Specific Criteria Observed:	

In-Person Classroom Observation Reporting Form (continued)

APPENDIX M (continued)

FACULTY MEMBER STRENGTHS: This feedback should focus on ways that the faculty member was most successful in course organization, teaching methods, instructional delivery, student engagement, classroom culture, etc.:

AREAS FOR IMPROVEMENT: This feedback should focus on ways for the faculty member to improve course organization, teaching methods, instructional delivery, student engagement, classroom culture, etc.:

POSTMEETING: Verification that the observation form and suggestions have been read and discussed.

Observer's Signature: _____ Date: _____

Faculty Signature: _____ Date: _____

(Signature indicates only that this form has been reviewed, and does not indicate agreement with its contents by the instructor.)

APPENDIX M (continued)

**Ohlone College
Student Evaluation of Coach**

Coach's Name _____ Date _____

Course Title _____

This form is intended to be used for the improvement of coaching/instruction. Please be candid. The coach will not see this form until the season is completed and final grades are filed.

1. Please describe your impressions of your coach's effectiveness in the following:

A. Coaching style (e.g. temperament, ability to motivate, etc.)

B. General knowledge of the sport and specific knowledge of techniques/skills needed to excel

C. Organization of practice sessions

D. Ability to handle team/group dynamics and discipline

E. Communication with you regarding your individual progress/improvement in the sport

F. Communication with the team regarding logistics, schedules, meeting times, etc.

2. What have you liked about this course?

3. What specific suggestions do you have for improving the course?

4. Other Comments:

APPENDIX M (continued)

Forms Needed for Contract

1. Counselor Observation Reporting Form
2. Librarian Observation Reporting Form
3. Student Evaluation of In-Person Faculty (may use pre-existing form)
4. Student Evaluation of Online Faculty (may use pre-existing form)
5. Student Evaluation of Counselor (may use pre-existing form)
6. Student Evaluation of Librarian (may use pre-existing form)

Part-Time Faculty Re-Employment Preference

Ohlone College appreciates the educational and institutional contributions of a dedicated team of part-time faculty. Commencing in Fall 2017, Per Ed Code section 87482.3, the District will grant re-employment preference to part-time faculty who have established a pattern of quality service at the District. The intent of this article is to establish standards under which the District will offer assignments to all part-time faculty who have re-employment preference prior to offering assignments to part-time faculty who do not yet have such preference. However, it is understood that part-time faculty members are temporary employees, subject to the provisions of the Education Code and Article 10.5 of this Agreement.

1. Gaining and Maintaining Re-Employment Preference

a. A newly hired part-time faculty member shall gain re-employment preference after having three consecutive satisfactory annual evaluations. If the new faculty member receives an unsatisfactory evaluation in his/her first three years of service and the District still decides to re-hire the faculty member at that time, the count of satisfactory evaluations will re-start at the time of re-hire. If the new faculty member has a break in service for a year or more and the District decides to re-hire the faculty member, the District will have the option of requiring a re-start on the evaluation count, depending on the nature of the break in service.

b. A part-time faculty member who has gained re-employment preference will forfeit that preference if (i) he/she has a break in service of two academic years or (ii) he/she has two consecutive unsatisfactory evaluations. If the District re-hires the faculty member, he/she will regain re-employment preference upon earning two satisfactory evaluations in two consecutive academic years.

c. Any part-time faculty member who has been employed at the District during at least four academic years since Fall 2010 and has received at least two evaluations prior to Spring 2018 will be granted re-employment preference, effective Spring 2018. Additionally, any Ohlone retired full-time faculty member who now teaches part-time will also be granted re-employment preference, effective Spring 2018. Any other part-time faculty member employed prior to Fall 2017 may count any existing evaluations toward the three required to earn re-employment preference.

2. Part-Time Faculty Assignments

a. No later than 45 days in advance of assignment offer dates (see Section e, below), the District (via the Division Deans or designee) will request assignment interests from part-time faculty who have re-employment preference. Such assignment interests will include preferred days, times, courses, and load, as applicable. The District will do its best to take into account the time availability and assignment interests of the part-time faculty with re-employment preference, however, faculty do not have guarantees to specific assignment requests. The District maintains the right to establish the instructional and non-instructional schedule as it determines will meet student needs.

b. Prior to making any offers to part-time faculty who do not have re-employment preference, the District will offer each part-time faculty member with re-employment preference an assignment until all such faculty members have been offered an assignment or the existence of assignments has been exhausted.

c. Any additional qualifications for a specific course or assignment beyond standard minimum qualifications must be pre-established by the department and maintained on file with the Division Dean. Such additional qualification would be required of both full-time and part-time faculty.

Appendix N

d. In the event that a part-time faculty member with re-employment preference has been working in more than one department, the re-employment preference status does not preclude the faculty member from continuing in both departments, but does not require it either. Re-employment preference status is considered to be for the District, not for any specific department.

e. In the situation where there are fewer assignments in a discipline than part-time faculty members in that discipline with re-employment preference, assignments will be made to the pool of faculty with the most years of service. Attempts will be made to ensure that as many faculty as possible are offered an assignment. Additionally, assignment offers that have been declined within the two-week window described in Section g, either directly or by lack of response, will be offered to other part-time faculty with re-employment preference who have not otherwise received an assignment offer.

f. If an assignment given to a part-time faculty member with re-employment preference is cancelled due to low enrollment, the faculty member shall have no right to take an assignment from any other faculty member.

g. In general, the timeline for assignments will be as follows: The District will offer course assignments to part-time instructional faculty with re-employment preference no later than June 30 for spring semester classes and no later than November 30 for summer term and fall semester classes. Exceptions may be necessary for the clinical assignments in Health Sciences. The District will offer counseling and librarian part-time assignments no later than July 1 for fall semester assignments, no later than December 1 for spring assignments, and no later than May 1 for summer assignments. The part-time faculty member has two weeks from the date of the offer to respond, after which the assignment may be offered to another faculty member.

ONLINE EDUCATION

Online Education:

Definition

Distance Education courses are courses offered fully online or hybrid. For the purposes of this article, a “fully online” course is one in which weekly instruction for all faculty-student contact hours is delivered entirely online, and a “hybrid” course is one in which weekly instruction is delivered through a combination of online and regularly scheduled face-to-face instruction.

Online Instructor Minimum Qualifications

In order to teach an online or hybrid course, all instructors must demonstrate that they have undergone training which includes the following topics:

- Effective practices for teaching online and compliance with regulatory requirements for effective teacher-student and student-student contact.
- Effective practices for meeting all legislative and regulatory requirements regarding accessibility.
- Practical use of the College’s online course management system (e.g. Canvas).

The college shall offer such training during Learning College Week and/or other times during the academic year. The training will be eligible for flex credit. The faculty member may choose to attend training conducted by outside organizations as long as the training meets the criteria described above. The employee may apply for and use his/her annual professional development funds up to \$450.00 (for full-time faculty) and \$250.00 for part-time faculty to be reimbursed for cost of the training.

Faculty currently teaching online must provide proof of completing training that meets the requirement stated above within one year of this agreement being adopted.

Maintenance of qualifications to teach an online or hybrid course requires additional professional development training in teaching online every three years.

Support for Online Course Section Materials in the Course Management System

Instructors can request additional support to teach on-line from the district’s Instructional Designer. The Instructional Designer will review an instructor’s online course structure and materials in the College’s chosen course management system using the online course observation form. This voluntary review should occur during the first semester that a particular course is being offered online by an instructor and shall not be part of the faculty member’s performance evaluation process.

College Designated Platform

All College faculty who teach an online or hybrid course shall use the course management system designated by the College.

Fulfillment of duties

All full-time faculty are expected to be available to fulfill department and committee assignments, including meeting attendance, in-person during the fall and spring semesters.

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Ohlone College
On-Line Classroom Observation Reporting Form

Faculty Name: _____ Observer: _____

Online Class
 Observed: _____

Date of Observation: _____ Total Observation Time (Minimum 45 minutes): _____

General Directions: Observations of online courses should be conducted with the faculty member being evaluated so that they can “show” their course and any possible license restricted third party programs. This can be done in person or via Zoom, Skype, or some other video conferencing tool that allows for screen sharing.

Brief Observation Overview: (e.g. “I began my observation on the course home page. I observed the overall course navigation and structure. I observed effective contact between the students and instructor. I focused in depth on week 5, reviewing a variety of instructional assignments.”)

OBSERVATION: Please be aware that all of the items listed below may not be observed in any one course.

<p>COURSE NAVIGATION and ORGANIZATION:</p> <ul style="list-style-type: none"> • Navigation and content flow are easily determined by the user. • Provides orientation to course and its structure. • Content is presented in visibly distinct learning units or modules that are consistently structured. 	<p>COMMENTS:</p>
<p>DELIVERY of INSTRUCTIONAL CONTENT:</p> <ul style="list-style-type: none"> • Learning activities are varied and target multiple learning styles (textual, visual, auditory learners). 	<p>COMMENTS:</p>

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<ul style="list-style-type: none"> • Course design includes instructions for learners to work with content in meaningful ways (e.g. instructing students to take notes during a video, explain the purpose of external resource, etc.). • Multiple types of assessments are used (research project, objective test, discussions, etc.) • Clearly organizes and explains online assignments and related due dates. • Clearly presents expectations and grading policies (e.g. grading rubrics and examples). 	
<p>KNOWLEDGE of SUBJECT:</p> <ul style="list-style-type: none"> • Content of the course is current and consistent with the Course Outline of Record. • Effective use of Canvas technology. 	<p>COMMENTS:</p>
<p>STUDENT ENGAGEMENT and INCLUSIVNESS:</p> <ul style="list-style-type: none"> • Opportunities for student-initiated interaction with other students and instructor are clearly available and encouraged. • Frequency of student-to-student contact occurs weekly. • Frequency of instructor-initiated contact occurs weekly (e.g. weekly emails or announcements, online office hours, feedback on student work, etc.). • Makes various contact methods for communicating with the instructor available 	<p>COMMENTS:</p>

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to students (e.g. email, chat, virtual office hours, etc.).	
OTHER DISCIPLINE SPECIFIC CRITERIA OBSERVED:	COMMENTS:

FACULTY MEMBER STRENGTHS: This feedback should focus on ways that the faculty member was most successful in course organization, teaching methods, instructional delivery, student to student and student to instructor effective contact, etc.:

AREAS FOR IMPROVEMENT: This feedback should focus on ways for the faculty member to improve course organization, teaching methods, instructional delivery, student to student and student to instructor effective contact, etc.:

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POSTMEETING: Verification that the observation form and suggestions have been read and discussed.

Observer's Signature: _____ Date: _____

Faculty Signature: _____ Date: _____

(Signature indicates only that this form has been reviewed, and does not indicate agreement with its contents by the instructor.)