

Tentative Agreement
Between the Rio Hondo College Faculty Association (RHCFA)
and the Rio Hondo College Community College District (District)
January 11, 2013

This agreement will become effective upon ratification by a vote of the RHCFA membership and the Board of Trustees of the District. Each party will notify the other in writing (via written or electronic communication) within 48 hours upon action to ratify this agreement.

1. The collective bargaining agreement will be modified as follows:
 - 4.11.2 Said annual pool shall be prorated among participating unit members working more than 50 hours a year, but in no event shall a unit member receive more than a \$500 per fiscal year District contribution. After the conclusion of the fiscal year, if there is a balance in the annual pool, then such balance shall be distributed in proportion to the number of semesters taught in the current fiscal year, not to exceed 50% of a unit member's annual health care premium.
 - 4.11.3 To participate in this program, a unit member shall: have previously served the District as a unit member for a minimum of two (2) full semesters; be actively employed at the time of enrollment; not have full health insurance coverage through another source; and comply with all requirements and procedures of the carrier for enrollment and maintenance of coverage. The District contribution contemplated herein shall be made directly to the carrier.
 - 8.0.3 The District shall grant paid leaves to part-time unit members (less than 67%), **including those working hourly assignments**, on a pro rata basis, for personal illness and injury, personal necessity, bereavement, and industrial accident or illness in accordance with the provisions herein.
- 8.3 Bereavement Leave

A unit member **working a set schedule**, shall be entitled to a maximum of three (3) days leave of absence or five (5) days leave of absence if travel of more than 400 miles one (1) way is required, without loss of salary on account of the death of any member of his/her immediate family. **A set schedule is not occasional and as needed but is regular and reoccurring** [Other language in 8.3 remains.].

2. Article 8.8 shall be amended as follows:

(FMLA Language as attached)

3. Article 9 shall be replaced with the language below and shall take effect in the Fall 2013 semester. The RHCFA and the District shall mutually agree on the Student Instructional Survey Form, Peer Review Form, and the Unit Member Evaluation Report prior to Fall 2013 semester to be placed in Appendices F and G.

(Evaluation Language as attached)

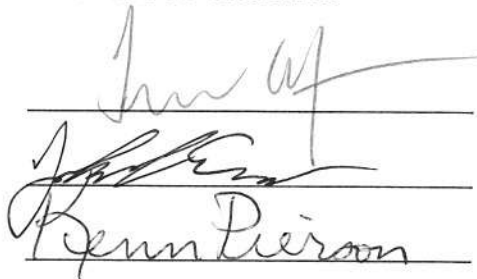
4. Article 3.3.5.8 shall be amended as follows:

All statements regarding experience must be verified in the form of an original letter from employer(s). Verification must include, but need not be limited to, dates of employment and a description of the duties performed. If employment was less than full-time, employer must state how much time (1/2 time, 1/4 time, etc.). All original letters must be turned in before the first pay period in order to be placed on the correct step and column. Late letters will be considered for next semester.

5. **Appendix A (Academic and Vocational Salary Schedule) shall be updated by the attached.**

6. The parties have agreed to the 2013-2014 calendar which is attached to this agreement. The calendar will be reviewed by the Academic Senate and PFC once the Spring 2013 term begins and after completion of the Summer 2013 term in order to evaluate the effect of changes in this calendar.

Calendar as attached.



For the District











For RHCFA

January 11, 2013



INSTRUCTIONAL FLEX • CALENDAR 2013 • 2014

May 2013

26	27	28	29	30	31	
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27-Memorial Day

June 2013

						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

5-weeks

Monday, July 8 - Friday, August 9, 2013

6-weeks

Monday, June 17 - Friday, July 26, 2013

8-weeks

Monday, June 17 - Friday, August 9, 2013
(includes on-site, off-site & online classes)

Days of Instruction – SUMMER
(June 17 – August 9, 2013)
Consult schedule of classes for specific dates.

Days of Instruction – FALL
(August 24 – December 14, 2013) 16 weeks

Days of Instruction – SPRING
(January 25 – May 22, 2014) 16 weeks

Days of Instruction - Intersession
(January 2 - January 23, 2014) 4 weeks

Required FLEX Days
(August 23, 2013) (January 24, 2014)

○ Commencement—(Thu., May 22, 2014)

□ Weekend College

□ Non-Instruction Days

■ Holidays/Spring Break/
Winter Break

(Administrative and classified employees will work all days except holidays and specified days of vacation.)

July 2013

	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

4 – Independence Day

August 2013

			1	2	3
4	5	6	7	8	9
10	11	12	13	14	15
16	17	18	19	20	21
22	23	24	25	26	27
28	29	30	31		

24 – Fall Classes Begin

September 2013

1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

2 – Labor Day

October 2013

		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

November 2013

					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

11 – Veterans Day

28-29 – Thanksgiving Day

30 – Weekend College Closed

December 2013

1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

25 – Christmas Observed

January 2014

			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

1 – New Year's Observed

20 – Martin Luther King Jr. Day

25 – Spring Classes Begin

February 2014

						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

14 – Lincoln's Day

17 – Washington's Day

March 2014

						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

24 – 28 Spring Break

29 – Weekend College Closed

April 2014

		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

May 2014

				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

22 – Commencement

26 – Memorial Day

June 2014

1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

Handwritten initials/signature

2013-14 Instructional Calendar

Summer 2013

Semester Dates

Monday, June 17 - Friday, August 9

(5-weeks)

- **Monday, July 8 – Friday, August 9**

(6-weeks)

- **Monday, June 17 – Friday, July 26**

(8-weeks)

- **Monday, June 17 – Friday, August 9**

(includes on-site, off-site & online classes)

FALL 2013

Semester Dates (16-weeks)

Saturday, August 24 - Saturday, December 14

Flex Day

- **Friday, August 23**

(Classes begin Saturday, August 24)

8-week Modules

- **(Module A) Saturday, Aug. 24 - Friday, Oct. 18**
- **(Module B) Saturday, Oct. 19 - Saturday, Dec. 14**

FINALS

- **Monday, December 9 - Saturday, December 14**

SPRING 2014

Semester Dates (16-weeks)

Saturday, January 25 - Thursday, May 22

Flex Day

- **Friday, January 24**

(Classes begin Saturday, January 25)

Spring Break

- **Monday, March 24 - Friday, March 28**

(No weekend classes Saturday, March 29)

8-week Modules

- **(Module A)**
Saturday, January 25 - Friday, March 21
- **(Module B)**
Saturday, March 22 - Thursday, May 22

FINALS

- **Friday, May 16 - Thursday, May 22**

Commencement

- **Thursday, May 22**

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APPENDIX A – Academic & Vocational

RIO HONDO COMMUNITY COLLEGE
SALARY SCHEDULE 2012-13

Schedule A
Effective
July 1, 2007

	I B.A. + 30	II M.A.	III B.A. + 60 inc. M.A.	IV B.A.+ 80 inc. M.A.	V Earned Doctorate
1	\$50,383	\$53,370	\$56,340	\$59,325	\$62,303
2	\$53,081	\$56,068	\$59,055	\$62,039	\$65,017
3	\$55,794	\$58,780	\$61,748	\$64,738	\$67,716
4	\$58,506	\$61,494	\$64,465	\$67,449	\$70,427
5	\$61,220	\$64,193	\$67,175	\$70,164	\$73,142
6	\$63,919	\$66,904	\$69,875	\$72,876	\$75,854
7	\$66,632	\$69,619	\$72,603	\$75,589	\$78,567
8	\$69,345	\$72,331	\$75,302	\$78,287	\$81,265
9	\$72,059	\$75,043	\$78,014	\$81,000	\$83,978
10	\$74,771	\$77,758	\$80,729	\$83,715	\$86,693
11	\$77,485	\$80,455	\$83,424	\$86,415	\$89,393
12	\$77,485	\$83,169	\$86,141	\$89,124	\$92,102
13	\$77,485	\$83,169	\$88,853	\$91,840	\$94,818
14	\$77,485	\$83,169	\$88,853	\$94,552	\$97,530
15	\$77,485	\$83,169	\$88,853	\$94,552	\$97,530
16	\$77,485	\$85,884	\$88,853	\$94,552	\$97,530
17	\$77,485	\$85,884	\$91,568	\$94,552	\$97,530
18	\$77,485	\$85,884	\$91,568	\$97,267	\$100,245
*19	\$80,200	\$88,599	\$94,283	\$99,982	\$102,960
**20	\$82,915	\$91,314	\$96,998	\$102,697	\$105,675

Unit members with an earned Doctorate shall be placed on Column V

On all Columns a step increase shall be granted in the beginning of the fall semester after completion of one full year of service credit as defined by education code.

On Column II, Step 16 shall be granted after completion of 15 years of service credited by the District

On Column III, Step 17 shall be granted after completion of 16 years of service credited by the District

On Column IV and V, Step 18 shall be granted after completion of 17 years of service credited by the District

*On all columns, Step 19 shall be granted after completion of 20 years of service with the District

**On all columns, Step 20 shall be granted after completion of 25 years of service with the District

Vocational Placement

Column I - A.A. degree plus 6 years of experience or meets equivalency

Column II - B.A. and 2 years appropriate occupational experience

Column III - B.A. and 6 semester units of education courses after the B.A. degree and 2 years' experience plus eight approved full-time weeks of paid trade experience earned after receipt of the B.A. degree

Column IV - B.A. and 2 years' experience and 20 acceptable graduate level units completed after the B.A. degree plus 16 weeks approved full-time weeks of paid trade experience of which at least 8 such weeks are earned after completion of the 20 graduate units

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8.8 Family Care and Medical Leave Act

It is the intent of this provision to be consistent with Government Code section 12945.2 and the Family and Medical Leave Act of 1993, and it shall be interpreted so that there will be no violation of those statutes.

- 8.8.1 An employee with more than one (1) academic year of continuous service equal to more than 67% with the District, who has worked at least 1,250 hours during said year and who is eligible for other leave benefits of this Agreement shall be granted, upon written request, an unpaid family care leave up to a total of twelve (12) weeks or 480 hours in any twelve (12) month period, pursuant to the provisions contained herein.

For purpose of this section the term, "family care and medical leave" means either: (a) leave for reason of the birth of a child **or to care for a newborn** of the employee, **(b)** the placement of a child with an employee ~~in connection with the~~ **for** adoption of the child or foster care of a child by the employee, or the **(c) to care for the employee's spouse, child, or parent with a serious health condition** ~~illness of a child of the employee; (b) leave to care for a parent or spouse who has a serious health condition; or (c) leave~~ **(d)** because of a serious health condition that makes the employee unable to perform the functions of the ~~position of that employee~~ **employee's job**, except for leave taken for disability on account of pregnancy, childbirth or related medical conditions; **(e) because of any qualifying exigency arising out of the fact that the employee's spouse, child or parent is a covered military member on active duty (or has been notified of an impending call or order to active duty) in support of a contingency operation (f) to care for a covered servicemember with a serious injury or illness if the employee is the spouse, child, parent, or next of kin of the servicemember).** (Available at Labor Board website under FMLA - §825.112)

- 8.8.2 An unpaid family care and medical leave shall be treated as any other unpaid leave. During an unpaid family care and medical leave an employee shall retain employee status with the District, and such leave shall not constitute a break in service. An employee returning from an unpaid family care and medical leave shall have no less seniority than when the leave commenced.
- 8.8.3 If an employee's need for an unpaid family care and medical leave is foreseeable, the employee shall provide the District with reasonable advance notice. For unplanned absences, the employee shall provide the District with reasonable advance notice of the need for

such leave. If the employee's need for such leave is foreseeable due to a planned medical treatment or supervision, the employee shall make a reasonable effort to schedule the treatment or supervision to avoid disruption to the operations of the District.

8.8.4 An employee's request for an unpaid family care and medical leave for the purpose of caring for a child, spouse or parent who has a serious health condition shall be supported by a written certification issued by the attending physician of the individual family member requiring care. This written certification must include the date on which the serious health condition commenced, the probable duration of the condition, an estimate of the amount of time the said physician believes the employee needs to care for the individual requiring care (**self care**), and a statement that the serious health condition warrants the participation of a family member to provide care during a period of the treatment or supervision of the individual requiring care. If additional leave is requested by the employee upon the expiration of the time estimated by said physician, the employee must request such additional leave again supported by a written recertification consistent with the requirements for an initial certification (**if applicable**).

8.8.4.1 For a leave based upon caring for a child, spouse or parent who has a serious health condition, the written certificate must have an estimate of the amount of time the health care provider believes the employee needs to care for the individual requiring care, and a statement that the serious health condition warrants the participation of a family member to provide care during a period of the treatment or supervision of the individual requiring care.

8.8.4.2 For a leave based on the employee's own serious health condition, the written certification must include a statement that the employee is unable to perform **one or more essential** the functions of his/her position.

8.8.4.3 If additional leave is required upon the expiration of the time estimated by the health care provider, the employee must request such additional leave again supported by a written certification consistent with the requirements for an initial certification.

8.8.5 Definitions:

8.8.5.1 ~~For purposes of this section and consistent with current law, the term "Child"~~ means a biological, adopted, or

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foster child, a stepchild, a legal ward, or a child of an employee standing in loco parentis who is either under age 18, or age 18 or older and **“incapable of self-care because of a mental or physical disability” at the time that FMLA leave is to commence.** ~~years of age or an adult dependent child.~~ (§825.122)

8.8.5.2 ~~For purposes of this section and consistent with current law, T~~the term "parent" means biological, **adoptive, step or foster father or mother of, or any other individual who stood parentis to the employee when the employee was a son or daughter.** ~~in-law, or adoptive parent, a stepparent or a legal guardian or other person who stood in loco parentis to the employee during childhood.~~ (§825.122)

“Parent of a servicemember” means a covered servicemember’s biological, adopted, step or foster or mother, or any other individual who stood in locao parentis to the covered servicemember. This term does not include “in law”.

8.8.5.3 Spouse means a husband or wife as defined or recognized under the State law for purposes of marriage in the State where the employee resides, including common law marriage in States where it is recognized. (§825.122)

8.8.5.4 **“Active duty or Call to Active Duty Status” means a duty under a call or order to active duty (or notification of an impending call or order to active duty) in support of a contingency operation for members of the Reserve components, the National Guard, and certain retired members of the Regular Armed Forces and retired Reserved while serving on active duty status during a war or national emergency declared by the President or Congress.**

8.8.5.5 **“Contingency Operations” means a military operation that is (1) designated by the Secretary of Defense as an operation in which members of the United States Armed Forces are or may become involved in military actions, operations, or hostilities against an enemy of the United States or against an opposing military force; or (2) that results in the call to order to , or retention on, active duty members of the United**

States Armed Forces by law or any other provision of law during a war or national emergency declared by the President or Congress.

- 8.8.5.6 “Covered Servicemember” means a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness incurred in the line of duty on active duty.**
- 8.8.5.7 “Outpatient Status” means, with respect to a covered servicemember, the status of a member of the Armed Forces assigned to either: (1) a military medical treatment facility as an outpatient; or (2) a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.**
- 8.8.5.8 “Next of Kin of a Covered Servicemember” means the nearest blood relative other than the covered servicemember’s spouse, parent, son, or daughter, in the following order of priority: Blood relatives who have been granted legal custody of the covered servicemember by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered servicemember has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA. (§825.122(d))**
- 8.8.5.9 “Serious Injury or Illness” means an injury or illness incurred by a covered servicemember in the line of duty on active duty that may render the servicemember medically unfit to perform the duties of the member’s office, grade, rank or rating.**
- 8.8.6 If an employee applies for a family care and medical leave, the employee can elect, or the District may require the substitution of paid sick leaves to which the employee is entitled. If such paid leave is substituted, the employee is required to comply with the contractual requirements for use of such paid leave.
- 8.8.7 An employee granted a leave under this provision shall have the

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right to reinstatement to his/her former position (if it still exists) with equivalent benefits, pay, and other working conditions provided by this Agreement; if the former position no longer exists, he/she shall be placed in an equivalent position, with the equivalent salary, benefits, and working conditions provided for herein.

8.8.8 An employee taking unpaid family care and medical leave pursuant to this section shall continue to be entitled to participate at District cost in District health insurance benefits to the same extent and under the same conditions as apply to other active employees receiving said benefits. Said employee shall pay the cost of all health and welfare benefits during any unpaid family care leave, pursuant to the procedures established by the District. The District may recover the premium that it paid as required by this subdivision for maintaining coverage for the employee under the group health plan if both of the following conditions occur.

8.8.8.1 The employee does not return to District service for a ~~number of days equal to the duration of the family care and medical leave.~~ **at least 30 calendar days.**

8.8.8.2 The employee's failure to return from leave is for a reason other than the continuation, recurrence, or onset of a serious health condition that entitles the employee to family care and medical leave or other circumstances beyond the control of the employee.

8.8.9 Family care and medical leave may be taken ~~in one (1) or more periods. Leave may be taken in increments of at least one (1) day for recurring medical treatment certified by a health care provider.~~ **"intermittently or on a reduced leave schedule" under certain circumstances. Intermittent leave is leave taken in separate blocks of time due to a single qualifying reason. A reduced leave schedule is a leave schedule that reduces an employee's usual number of working hours per workweek, or hours per workday. A reduced leave schedule is a change in the employee's schedule for a period of time, normally from full time to part time.**

8.8.10 This section shall not be construed to entitle the employee to receive disability benefits under Part 1 (commencing with Section 3201) of Division 4 of Labor Code (Workers Compensation).

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ARTICLE 9: EVALUATION PROCEDURES

9.0 At Rio Hondo College, evaluation of full-time contract unit members and part-time unit members is the primary responsibility of the District, and the evaluation of full-time regular unit members is the primary responsibility of a peer review committee except as provided for herein.

9.1 Definition of Terms

The following definitions are intended to clarify terms used in the evaluation procedures and are only applicable to this Article.

9.1.1 Authorized Evaluators

Division Deans
Immediate Administrator, if not a division dean
Appropriate Dean
Appropriate Vice-President of the discipline(s)
Peer Review Committee

9.1.2 Initial Meeting

The initial meeting is the first meeting between the authorized evaluator(s) and the unit member during the academic year. The authorized evaluator(s) shall review the faculty handbook and the evaluation procedures. During this initial meeting, evaluation visitations will be arranged.

9.1.3 Evaluation Visitation

Evaluation visitations for unit members whose primary responsibility is classroom teaching will be classroom visitations. For those unit members whose primary responsibility is not classroom teaching, evaluation visitations may consist of other student-unit member contacts as mutually-agreed upon by the authorized evaluator(s) and the unit member.

9.1.4 Evaluation Conference

Evaluation visitations will be followed by an evaluation conference to discuss the observations made by the evaluator(s) and other relevant evaluation information. During the evaluation conference, the authorized evaluator(s) shall review with the unit member those areas where the unit member has been deemed satisfactory as well as specific suggestions for improvement, if any.

9.1.5 Evaluation Summary Meeting

At the evaluation summary meeting, the unit member shall be provided the complete evaluation consisting of: (1) the unit member's formal Evaluation Report and (2) the analysis of Student Instructional Surveys from the

authorized evaluator. At the conclusion of the Evaluation Summary Meeting, the authorized evaluator(s) shall indicate both orally and on the appropriate form whether the unit member is deemed overall satisfactory, unsatisfactory, or satisfactory with a professional development plan. The unit member shall sign the formal evaluation report as an indication of its receipt.

9.1.6 Unit Member Evaluation Report

A unit member evaluation report is a specified written evaluation of a unit member's work performance.

9.1.7 Professional Development Plan

A professional development plan is a written document that describes how a unit member shall improve his or her work performance.

9.1.8 Evaluation Terms

Satisfactory: A rating that describes a performance of a unit member who has met his/her roles and responsibilities as satisfactory.

Unsatisfactory: A rating that describes the performance of a unit member as unsatisfactory and for whom significant improvement is required.

Satisfactory with a Professional Development Plan: A rating that indicates a unit member requires further professional development.

9.1.9 Peer Review

Peer review is a technique for evaluating the quality of a unit member's performance, using full-time regular unit members to evaluate other unit members and to provide suggestions for professional development by giving feedback to one's colleagues.

9.1.10 Categories of Unit Members

9.1.10.1 **Full-Time Regular Unit Members:** Unit members employed by the District pursuant to the provisions of EC 87602, 87608, 87608.5, 87609 and 87663.

9.1.10.2 **Full-Time Contract Unit Members:** Unit members who are employed by the District pursuant to the provisions of EC 87602, 87608, 87608.5, 87609 and 87663.

9.1.10.3 **Full-Time Categorical Non-tenure Track Unit Members:** Unit members employed by the District pursuant to the provisions of EC 87470 and 87663.

9.1.10.4 Part-Time Instructional Unit Members: Unit members who are employed pursuant to the provisions of EC 87482.5 and whose assignments are not more than 67%.

9.1.10.5 Part-Time Non-Instructional Unit Members: Unit members whose non-classroom assignment is based on hourly/weekly assignments and who are employed for 24 hours a week or less.

9.1.11 Student Instructional Survey Report

A student instructional survey report is based upon questionnaires given to students in order to assess the unit member's work.

9.1.12 Facilitator

For the term of this agreement, the District will provide 40% reassigned time to a unit member who will serve as a facilitator for unit members being evaluated. The facilitator shall receive from Human Resources a list of unit members to be evaluated, provide training for peer review evaluators and unit members, monitor the process, ensure timelines are met, and verify completion of peer review. A unit member shall not be a facilitator while on sabbatical leave.

9.2 General Evaluation Principles

9.2.1 The primary aim of evaluation is to improve professional effectiveness. The District and the Faculty Association accept as a fundamental premise for a successful evaluation program the necessity for mutual respect and confidence to exist between the evaluator and those evaluated. To promote this respect and confidence, the District will provide training for authorized administrators on the process of evaluation. The Faculty Association will provide training for peer review evaluators.

9.2.2 All data used in the evaluation material shall be accurate and verified by the evaluator. Hearsay shall not be included in the authorized evaluation material.

9.2.3 Evaluators shall consider the rights and responsibilities of unit members as outlined in Board Policy 4030, Academic Freedom, in developing evaluations.

9.2.4 In the absence of specific provisions in this evaluation Article, the District shall exercise practices and procedures pursuant to and not in conflict with provisions of the Education Code.

9.2.5 Constructive criticism and suggestions for improvement, if any, shall be specific and in writing. If major inadequacies are found to exist, they shall be included in a Professional Development Plan. Information relating to a unit member's strengths and weaknesses will be discussed openly and frankly with the unit member being evaluated.

- 9.2.6 In assessing a unit member's performance, the authorized administrative evaluator shall consider only the unit member's roles and responsibilities as identified in the Unit Member Evaluation Report and other mutually determined criteria. In addition to observations made during arranged visitations, the evaluator may consider observations made of the unit member performing his/her duties outside the classroom that are consistent with the roles and responsibilities as listed in the Unit Member Evaluation Report. Conditions over which a unit member has no control shall not impact negatively upon his/her evaluation.
- 9.2.7 The authorized evaluator shall have the opportunity for classroom or other appropriate visitations. At the request of the unit member, another authorized evaluator may be selected for a visitation. A visitation made in conjunction with an evaluation visitation will be arranged by the authorized evaluator at least one (1) week prior to the visit. The observation shall be of sufficient duration to provide the evaluator with adequate data with which to make an accurate and meaningful evaluation.
- 9.2.8 By mutual agreement, the unit member and authorized evaluator(s) may each select another person to make additional evaluation visitations and share the observations with both the unit member and the authorized evaluator(s).
- 9.2.9 Authorized evaluators and unit members should practice good faith in the peer review process and administrative evaluation.

9.3 Peer Review

- 9.3.1 **Committee Selection:** The unit member to be evaluated shall select a peer review committee consisting of a minimum of two (2) full-time regular unit members, one (1) of which must be in the same Faculty Service Area. The committee will be mutually agreed upon by the District and the unit member. If mutual agreement does not occur, the unit member shall select another committee consisting of a minimum of two (2) full-time regular unit members, one (1) of which must be in the same Faculty Service Area. In the event that this committee is not mutually agreed upon, the committee shall be formed by the unit member selecting one (1) committee member and the District selecting one (1) committee member. The unit member shall forward the names of the committee members to Human Resources by the end of the fourth week of the semester.
- 9.3.2 **Evaluation Criteria:** When conducting the peer review, the committee members shall consider criteria which may include (1) teaching performance, (2) student meetings with the unit member, (3) online/classroom instruction materials, (4) student surveys, (5) teaching portfolios, or (6) statements of teaching philosophy. The committee members may choose to review the unit member based upon different criteria. The criteria shall be mutually agreed upon by the committee members and the unit member being evaluated.

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- 9.3.3 Process: The unit member and the committee members shall have an initial meeting by the end of the sixth week of the semester to determine the evaluation criteria and set a timeline for the peer review. The review, s, shall take place by the end of the tenth week of the semester. Within ten (10) working days of the review, the committee shall have an evaluation conference with the unit member to discuss the evaluation. The unit member shall forward the completed peer review form to Human Resources by the end of the twelfth week of the semester.
- 9.3.4 Full time regular unit members who are on leave for more than half of the Fall semester shall be reviewed during the Spring semester or the following school year. Full Time Contract Unit members who are on leave for more than half of the Fall semester shall be evaluated during the Spring semester
- 9.3.5 Outcome: Full-Time Regular Unit Members
- 9.3.5.1 If the committee finds the unit member has completed the peer review in a satisfactory manner, the peer review process shall be deemed complete.
- 9.3.5.2 If the committee finds the unit member has completed the peer review in an unsatisfactory manner, the committee shall provide a written report to the District outlining the reasons why the unit member's performance was unsatisfactory. The unit member shall be subject to administrative evaluation during the following school year.
- 9.3.5.3 If the committee finds the unit member has completed the peer review in a satisfactory manner and is in need of a Professional Development Plan, the committee shall provide a Professional Development Plan to the District. The unit member shall be subject to administrative evaluation during the following school year.
- 9.3.6 Outcome: Full-Time Contract and Full-Time Categorical Unit Members
- 9.3.6.1 If the committee finds the unit member has completed the peer review in a satisfactory manner, the peer review process shall be deemed complete.
- 9.3.6.2 If the committee finds the unit member has completed the peer review in an unsatisfactory manner, the committee shall provide a written report to the District outlining the reasons why the unit member's performance was not satisfactory.
- 9.3.6.3 If the committee finds the unit member has completed the peer review in a satisfactory manner and is in need of a Professional Development Plan, the committee shall provide a Professional Development Plan to the District. Before the end of the first week of the Spring semester, the committee and the administrative evaluator

shall meet to discuss the progress of the unit member in completing the suggestions contained in the Professional Development Plan.

9.4 Administrative Evaluation

- 9.4.1 The authorized evaluator shall be responsible for the evaluation process and the evaluation summary meeting report of unit members. The division dean or the immediate administrator shall be the authorized evaluator. Unit members with assignment in more than one (1) department shall be formally evaluated in the department in which the greatest proportion of their assigned load exists. If a split assignment is of equal proportion, the unit member may initially select the division/department in which the evaluation will take place; thereafter, the division/department shall alternate. Upon mutual agreement by the District and the unit member, unit members with an assignment in more than one (1) department may be evaluated by the authorized evaluator(s) of both department(s) in which said unit member has an assignment. The observations from the evaluation visitations may be integrated into the Unit Member Evaluation Report and all authorized evaluators shall participate in the evaluation summary meeting and shall sign the Unit Member Evaluation Report.
- 9.4.2 Evaluation Criteria: When conducting the administrative evaluation, the authorized evaluator(s) shall consider criteria which may include (1) teaching performance, (2) student meetings with the unit member, (3) online/classroom instruction materials, (4) student surveys, (5) teaching portfolios, or (6) statements of teaching philosophy. The criteria should be mutually agreed upon by the authorized evaluator(s) and the unit member being evaluated. In the event that mutual agreement cannot be met, the authorized evaluator shall determine the evaluation criteria.
- 9.4.3 Process: The District shall notify the unit member of the identity of his/her authorized evaluator by the end of the third week of the year during which the unit member will be evaluated. The authorized evaluator shall hold an initial meeting with the unit member to be evaluated prior to the end of the fourth week of the school year. Evaluation visitations shall be completed by the twelfth week of the semester. The evaluation conferences shall be held within ten (10) working days after an evaluation visitation. The evaluation summary meeting shall be held by the end of the fifteenth week of the semester. Additional evaluation visitations, evaluation conferences and an evaluation summary meeting may occur in the Spring semester as permitted in Article 9.5.1.
- 9.4.4 Full Time Contract Unit members who are on leave for more than half of the Fall semester shall be evaluated during the Spring semester.
- 9.4.5 Outcome: Upon completion of administrative evaluation for full-time regular unit members, the authorized evaluator shall indicate whether administrative evaluation is required for the following school year

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9.5 Evaluation of Unit Members

9.5.1 Evaluation

- 9.5.1.1 Full-time first and second-contract unit members shall have administrative evaluation which shall include two (2) visitations during the Fall semester and one visitation during the Spring semester, and shall participate in peer review. Unit members who are on leave during the Fall semester and those who begin employment in the Spring semester shall have administrative evaluation with one (1) visitation in the Spring semester and shall have peer review during the Spring semester.
- 9.5.1.2 Full-time third-contract (third and fourth year of employment) unit members shall have administrative evaluation which shall include one (1) visitation during the Fall semester. Unit members who are on leave during the Fall semester shall have administrative evaluation with one (1) visitation in the Spring semester and shall have peer review during the Spring semester.
- 9.5.1.3 Full-time regular unit members shall participate in peer review no less than once every three (3) years. Unit member who do not submit the completed evaluation form by the last day of the fall semester will have an administrative evaluation.
- 9.5.1.4 Administrative evaluation of Full-Time Regular Unit Members can occur when required for accreditation of a program by an outside agency. Such evaluation can only occur if there is an agreement in writing by both the District and the Association. All agreements shall expire at the end of the school year in which they are made.
- 9.5.1.5 Full-time categorical non-tenure track unit members in their first and second years of employment shall be evaluated as specified in Article 9.5.1.1. Full-time categorical non-tenure track unit members continuing employment beyond two (2) years shall be evaluated every year thereafter as specified in Article 9.5.1.2.
- 9.5.1.6 Part-time unit members shall have administrative evaluation with one administrative evaluation visitation in the first semester of employment and at the discretion of the authorized evaluator in a subsequent semester. Thereafter, an administrative evaluation with one administrative evaluation visitation shall occur at least once every six semesters.

9.5.2 Appeal Process

- 9.5.2.1 Should a unit member disagree with the administrative evaluator's written findings and recommendations, he/she may appeal to the

appropriate Vice President. The appropriate Vice President will review the case and make a decision which will then be reviewed with the unit member and the evaluator within ten (10) school days of receipt of the appeal.

- 9.5.2.2 Further appeal by the unit member or evaluator may be made to the Superintendent / President of the College whose decision shall be final.
- 9.5.2.3 During the appeal process, the unit member is entitled to representation by the Faculty Association when meetings involve matters affecting the employment status between the unit member and the District.
- 9.5.2.4 Unit members may pursue alleged violations of the evaluation procedure as specified in this Article through the grievance Article contained in this Agreement.

9.6 Student Instructional Survey

Student input is incorporated in the administrative evaluations as follows:

- 9.6.1 The authorized administrator shall process the student instructional survey and promptly return the reports and analyses to the unit members, when appropriate.
- 9.6.2 Student input shall be gathered using the format in this agreement.
- 9.6.3 The analyses of the student instructional survey shall be provided by the authorized administrator for inclusion in the evaluation of full-time contract unit members whose primary assignment is classroom teaching and part-time unit members whose primary assignment is classroom teaching with less than five (5) semesters teaching in the District.
- 9.6.4 For part-time instructional unit members who have completed four (4) semesters teaching in the District and have been deemed satisfactory on the most recent evaluation, the student instructional survey shall be provided to the unit members only.

9.7 Employment Status

A recommendation regarding the employment status of a unit member shall be made. When appropriate, the District's authorized evaluator will consult the peer review committee prior to making a final recommendation. The District's recommendation regarding the employment status of full-time contract unit members, categorical non-tenure track unit members, and part time unit members shall prevail.