AGREEMENT

Between

WEST HILLS COMMUNITY COLLEGE DISTRICT

And

WEST HILLS COLLEGE FACULTY ASSOCIATION/CTA/NEA

2022-2025

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EXHIBITS ATTACHED:
"A" – Evaluation Forms
"B" – Academic Calendars
"C" – Salary Schedules
"D" – Grievance Forms
"E" – Sabbatical Leave Form
"F" – Time off Duty Form
"G" – Seniority List
"H" – Job Descriptions
"I" - CalSTRS Employer Directive and Reduced Workload Program Eligibility Certification

ARTICLE 1. RECOGNITION

The Board of Trustees of the West Hills Community College District (the "Board" or "District") recognizes the West Hills College Faculty Association, CTA/NEA (the "WHCFA" or the "Association"), as the sole and exclusive representative of all full-time instructional faculty, librarians and counselors whose contractual obligation equals or exceeds .67 full-time equivalent ("unit members"**)**. All other employees of the District including but not limited to the following are excluded: substitutes, summer session instructional faculty, librarians, counselors, consultants, temporary employees hired for less than a semester, division chairs, managerial, supervisorial and confidential employees.

The Board agrees not to negotiate with any other organization on matters of scope over which the Association has rights of exclusive representation, and agrees not to negotiate with any member of the unit individually during the duration of this Agreement on matters subject to negotiations.

The Association recognizes the Board as the duly elected representative of the people and agrees to negotiate only with the Board's officially designated representatives. WHCF A further agrees that neither it nor any of its members or agents will attempt to negotiate privately or individually with the Board, any Board member, administrator, or other person or persons not officially designated by the Board as its representative.

On May 2, 1977, the West Hills Community College Faculty Association/CTA/NEA was recognized as the exclusive representative of a unit composed of certain faculty employees of the West Hills Community College District.

ARTICLE 2. ASSOCIATION RIGHTS

2.1 Use of Buildings and Facilities

The Association shall have the right to reasonable use of District buildings and facilities.

2.2 Notice of Activities

The Association shall have the right to post notices of activities and matters of Association concern on designated bulletin boards. A courtesy copy of posted material will be provided the District's Chancellor and President at the time of the posting.

2.3 Mail Service

Consistent with the limitations of the law, the Association may use the District mail service for communicating with its members.

2.4 Access to District Property

Authorized representatives of the Association shall be permitted access to District property to conduct proper Association business provided that such business does not interfere with the duties of District employees. The Association, or its authorized representative, shall notify the District's Chancellor and President in advance, where possible, of a visit to the College by an Association representative, providing information regarding purpose of visit and estimated times of arrival and departure.

2.5 Roster of Unit Members

2.5.1 The District shall provide the Association with contact information for unit members as a list of the following information, with each field in its own column, for all bargaining unit members within five (5) days of the last a roll date of September, January, and May as follows:

A. First name;
B. Middle initial;
C. Last name;
D. Suffix (e.g., Jr., III);
E. Preferred name;
F. Job title;
G. Department;
H. Primary worksite name;
I. Work telephone number;
J. Work extension;
K. Home street address (incl. Apartment #);
L. Mailing address (if different);
M. City;
N. State;

O. Zip code (5 or 9 digits);
P. Home telephone number (10 digits) (if available);
Q. Personal cellular telephone number (10 digits) (if available);
R. Personal email address of the employee (if available);
S. Hire date.

In lieu of providing the information above in the form of a list, the District may meet this obligation by providing the Association access to a secure electronic site within which the above information is available. Names, addresses, and telephone numbers will be provided only in those cases where privacy has not been requested.

2.5.2 A list of the names and information described in 2.5.1 above for all newly hired full-time employees within the bargaining unit within five (5) days of the last payroll of the month in which they were hired.

"Newly hired employee" means any full-time bargaining unit employee hired by the District who is still employed as of the date of the new employee orientation. It also includes all employees who are employed by the District (including those returning from layoff rehire list, or previously employed by the District in a non-faculty position) and whose current position has placed them in the bargaining unit represented by the Association. For those latter employees, for purposes of this article only, the "date of hire" is the date upon which the employee's employee status changed such that the employee was placed in the bargaining unit.

In lieu of providing the information above in the form of a list, the District may meet this obligation by providing the Association access to a secure electronic site within which the above information is available.

2.6 Board Agenda

The Association, upon request, shall be provided one (1) copy of the Board agenda prior to each regularly scheduled Board of Trustees meeting. Upon three (3) work days' notice, the Association may request, in writing, to place items on the agenda and speak to such items.

2.7 Dues Deductions

The District agrees to deduct dues in certified, uniform amounts from the pay of Association members in the unit, and to pay the Association the normal and regular monthly membership dues voluntarily authorized by the employee to the Association, subject to the following conditions:

2.7.1 Such deduction shall be made only upon the certification of the Association of a duly executed and revocable authorization;

2.7.2 The District shall not be obligated to put into effect any new, changed, or discontinued deduction unless the change is in the District payroll office prior to the tenth (10th) of each month;

2.7.3 The Association agrees to indemnify, defend, and hold the District harmless against any claims made of any nature whatsoever, and against any claim or suit instituted against the District arising from its collection and deduction of Association membership dues.

2.8 Consultation

The Association has the right to consult on the definition of education objectives, the determination of the content of courses and curriculum, and the selection of textbooks to the extent such matters are within the discretion of the public school employer under the law.

The President of the Association or his or her designee may meet regularly with the Chancellor or President of the District for the purposes of consultation. Such consultations shall include recommendations regarding subjects to be placed on the agendas of College meetings.

2.9 Released Time

The release time for the WHCFA President is set at fifty percent (50%) of full-time load for the purposes of negotiations, grievance processing, and continued positive relations between District and Association. The WHCFA President shall fulfill the responsibilities outlined in the WHCFA bylaws as it relates to the above purposes, plus attend District meetings such as District Leadership Council and WHCCD Board of Trustees, and meet with the WHCCD Chancellor on a mutually agreed upon basis. The Association and the District shall split the cost until otherwise negotiated by the parties. The cost of the release time shall be calculated based upon the Board of Trustees' approved overload rate. [See Article 8.]

The District shall bill the Association at the end of each semester only for the actual salary cost per contact hour of the adjunct replacing the President, and the Association agrees to submit payment within two weeks of the receipt of the bill.

2.10 New Employee Orientations

"New employee orientation" refers to the process by which a newly hired public employee - whether in person, online, or through other means or media - is advised of their employment status, rights, benefits, duties and responsibilities, or any other employment-related matters.

The District shall provide the Association with access to its new employee orientations. The Association shall receive not less than ten (10) days' notice in advance of an orientation, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the District's operations that was not reasonably foreseeable.

In the event the District conducts group orientations with new employees, the Association shall have one (1) hour for Association representative(s) to conduct the orientation session.

ARTICLE 3. DISTRICT RIGHTS

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 but not limited to those duties and powers are the exclusive right to: determine its organization, and 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 operations; determine the curriculum; build, move, or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out work; and take action on any matter in the event of an emergency.

In addition, the Board retains the right to hire, classify, assign, transfer, evaluate, promote, terminate, and discipline employees. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the District, the adoption of policies, rules, and 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.

The District retains its rights to amend, modify, or suspend policies and practices referred to in this Agreement in case of emergency. Emergency is defined as an act of God, a natural disaster, or other dire interruption of the District's programs. The determination of whether or not an emergency exists is solely within the discretion of the Board.

ARTICLE 4. EVALUATION PROCEDURE

4.1 Preamble

The purposes of the evaluation procedure are to recognize faculty for outstanding performance, to assist the unit member in becoming a better teacher/counselor/librarian and to provide information to assist in making tenure decisions. The parties agree to review the recommendations contained in the accreditation report to ensure continuing satisfactory levels of quality, integrity, and effectiveness consistent with the Commission standards and the District goals for student success. The procedure for conducting evaluations of part-time non-bargaining unit instructional and non-instructional personnel is beyond the scope of this Agreement.

4.2 Definitions

A "contract employee" (non-tenured) means a member of the bargaining unit who is employed on the basis of a contract in accordance with the provisions of Education Code sections 87605, 87608(b), or 87608.5(b).

A "regular employee" (tenured) means a member of the bargaining unit who is employed on a regular basis in accordance with Education Code sections 87608(c), 87608.5(c), or 87609(a).

An "administrative evaluator" means the Chancellor, College President or designee from the administrative staff.

A "peer reviewer" means a unit member selected by the member to be evaluated.

An "evaluation team" shall consist of the following: One (1) administrative evaluator and two (2) peer reviewers. The Academic Senate will select two (2) peer reviewers in consultation with the faculty member.

A "self-evaluation" means the unit member to be evaluated will complete a written self-assessment.

An "observation visitation" means a period of time during which an evaluator observes a unit member performing assigned duties.

An "academic year" means that period of time beginning on the first day of a fall semester and ending on the last day of the following spring semester.

4.3 General

All information and materials related to the evaluation process shall remain confidential.

Evaluation forms currently in use at the time this Agreement goes into effect shall continue to be used for the duration of this Agreement. (See Exhibit A.) A joint committee of the Association and the District shall determine the final version of Exhibit A. The Administrative Evaluator shall also

attach an evaluation summary. The final evaluation shall summarize the recommendation, with the opinion of all evaluators and reviewers reflected.

Evaluators and unit members being evaluated are encouraged to meet informally at any mutually agreed upon time before, during, or after the evaluation process.

All courses, regardless of modality, shall be evaluated following the same process. Any faculty member instructing in multiple modalities shall be evaluated in all of the modalities.

Evaluation of performance in non-instructional duties, including counseling, librarian, GED instruction, and athletic coaching, shall be evaluated following the same process.

Peer Reviewers shall be tenured to ensure consistency and uniformity in how faculty are evaluated. It is recommended that unit members have at least one team member from within their discipline and/or learning area. Where there are not sufficient discipline and/or learning area members to serve on the team, faculty from other disciplines and/or learning areas may serve as team members. This requirement for tenured team members may be waived upon mutual agreement between WHCFA, the college Academic Senate, and the District.

Contract (non-tenured) employees shall be evaluated in the fall semester of each academic year. To the extent practicable, the members of the evaluation team shall remain the same each year the contract (non-tenured) employee is evaluated. If a change to a peer reviewer is necessary, it must be approved by the Academic Senate. Whenever practical, faculty members shall not serve as peer reviewers for each other in the same evaluation year.

Regular (tenured) employees shall be evaluated at least once in every three (3) academic years, which shall generally occur in the spring semester, but may occur in the fall semester. To the extent practicable, the members of the evaluation team shall remain the same after the unit member is awarded tenure. If a change to a peer reviewer is necessary, it must be approved by the Academic Senate.

4.4 Procedure

4.4.1 Initially, a member of the unit who is to be evaluated shall meet with the evaluation team in a pre-observation conference no later than week four of the semester. The purpose of the pre-observation conference is to discuss, ascertain, and identify the elements and objectives of the evaluation, the time and conditions of the observation visitation, and the time of the post-observation conference. The pre-observation conference shall be held for each unit member individually. The pre-observation conference shall be held in person, except in extraordinary circumstances as approved by the evaluation committee.

4.4.2 Elements of the evaluation shall include classroom observations, course syllabi, student evaluations, self-evaluations, and professional development goals/plans.

Committee work, meeting attendance, and participation, and involvement in curriculum and program development and review, shall also be addressed as part

of the evaluation. Learning area members may submit comments regarding contributions to these parts of the evaluation to the evaluation team. The administrative evaluator may also include in the evaluation summary any commendation or recommendations regarding the unit member's performance.

4.4.3 The evaluation may include unit member participation in the student learning outcome process.

4.4.4 The unit member being evaluated shall provide the evaluation team members with syllabi of the courses to be observed at, or immediately following, the pre-observation conference.

4.4.5 The observation visitation by each member of the evaluation team shall take place within twenty-five (25) workdays of the pre-observation conference. Observation visitations normally will be for a period of fifty (50) minutes; however, the period of time of an observation visitation may be shortened or lengthened by the mutual agreement of the unit member and the administrative evaluator. Courses taught via distance learning shall be included in the observation process.

4.4.6 Notes may be taken during the observation visitation. Observation forms should be filled out during or immediately following the observation visitation and forwarded to the entire evaluation team within three (3) workdays of the observation visitation.

4.4.7 The unit member shall prepare a self-evaluation, including his or her professional development goals/plans and provide copies to the evaluation team no later than one week prior to the scheduled post-observation conference. Professional development goals/plans may be revised as needed.

4.4.8 At a time determined by the administrator, student evaluation forms for the classes for which the faculty member is being evaluated shall be completed. For fully face-to-face courses, students shall have the opportunity to complete the evaluation forms in the classroom or online. Students shall not be required to complete evaluation forms. Whenever possible, the student evaluations shall be administered after the last day for students to withdraw from courses. The results of the student evaluation forms shall be submitted to the evaluation team. Student confidentiality must be maintained by each evaluator, but the substance of the student evaluations may be included in the evaluations.

4.4.9 The post-observation conference shall take place within twenty (20) workdays of the last observation visitation, but not later than ten (10) workdays prior to the end of the semester. A copy of the administrative summary shall be provided to the entire evaluation team no later than three (3) workdays prior to the scheduled post-observation conference.

4.4.10 A post-observation conference shall be held between the unit member and the entire evaluation team. The post-observation conference shall be held in person, except in extraordinary circumstances as approved by the evaluation committee. Nothing herein shall be deemed a waiver of representational rights.

4.4.11 During the post-observation conference, the administrative evaluator and the unit member may agree to changes in the Evaluation Summary of the evaluation, in which case it shall be re-drafted and submitted to the entire evaluation team within five (5) workdays of the post-observation conference. The unit member shall sign and return to the administrative evaluator the modified, re-drafted, final Evaluation Summary form within five (5) workdays of the date it was submitted to the unit member.

In the event the unit member being evaluated receives what he or she or the administrative evaluator considers to be a negative evaluation, the administrative evaluator and unit member shall discuss the matter at the post-observation conference with all evaluation team members present. The administrative evaluator shall specify on the evaluation form the reason(s) for the negative evaluation.

After consulting with the evaluation team, the administrative evaluator shall meet with the faculty member within fifteen (15) workdays of the post-observation conference to develop a written, detailed plan for remediation of the deficiencies upon which a negative evaluation (overall assessment of "needs improvement" or "does not meet standards") was based. The plan shall: 1) include a timeline for remediating deficiencies, 2) delineate the process and measures for determining performance improvements, and 3) be submitted to and approved by the appropriate Vice President.

A remediation plan shall not be required for a contract employee who has been notified that he or she will not be recommended for further employment with the District.

The remediation plan shall be implemented, and the District shall provide assistance, as needed, to remediate deficiencies detailed in the plan. At the conclusion of the established timeline, the administrator shall meet with the unit member within 10 days to review the summary form. Upon request, an Association representative may be present at this meeting.

4.4.12 The unit member shall sign the evaluation. The employee's signature confirms receipt of the evaluation report, but not necessarily agreement with the contents. If the unit member refuses to sign the evaluation, the administrative evaluator shall note, and the peer reviewers shall initial, the refusal on the evaluation as "Presented to employee. Employee refuses to sign."

4.4.13 A copy of the final, signed evaluation form shall be given to the unit member no later than ten (10) workdays before the end of the semester and a copy shall be placed in the unit member's personnel file as soon as practicable. The unit member and the administrative evaluator may extend this deadline by mutual consent.

4.4.14 The unit member may submit comments or a rebuttal statement to the evaluation after receipt of the final, signed evaluation form. The unit member's submission

will be attached to the evaluation and included in the unit member's permanent personnel file.

4.4.15 A peer review process shall be part of each unit member's evaluation, and each evaluation should include, to the extent practicable, all elements of the evaluation as determined in the pre-observation meeting.

4.4.16 The unit member and administrative evaluator may attach to the evaluation form copies of peer observation forms, student evaluations, and/or self-appraisal evaluations.

4.4.17 Either the District or the unit member may initiate more frequent observations and/or evaluations under this article. The District is not required to conduct additional evaluations for a contract employee who has been notified that he or she will not be recommended for further employment with the District.

4.4.18 Any claim brought by an employee that alleges that the District has not complied with the evaluation procedures shall be processed through the grievance procedures in this Agreement. While violations of these evaluation procedures may be subject to the grievance procedure, the substance of evaluations is not grievable.

4.5 Tenure Process

The faculty recommendation for tenure is the responsibility of the Academic Senate.

4.6 Personnel Files

4.6.1 Records relating to the employment of unit members shall be maintained in individual files located in the Human Resources Office.

4.6.1.1 A unit member whose personnel file contains derogatory information may request that said information be sealed in the personnel file. Only information four (4) or more years old may be sealed. The sealed envelope shall state that it may be unsealed: 1) with the mutual consent of the employee and the Chancellor or Designee, 2) upon the receipt of a lawful subpoena or court order, 3) in the event the employee brings a suit, claim or action against the District.

4.6.1.2 A unit member's request to seal documents in his/her personnel file shall not be refused by the District absent good cause.

4.6.2 Materials in a unit member's personnel file, which may serve as a basis for affecting his/her status, shall be available for inspection by the unit member.

4.6.2.1 Members shall not be entitled to review ratings, reports, or other records obtained prior to employment, prepared by identifiable committee members

or were obtained in connection with a promotional exam, as provided by Education Section 87031.

4.6.2.2 A unit member shall have the right to examine and/or obtain copies of personnel file documents upon reasonable notice to the Human Resources Department.

4.6.2.3 Review of personnel files shall take place at a time when the unit member is not actually required to render services to the District.

4.6.3 Personnel files are confidential. Absent a lawful subpoena or other court order, access to files shall be limited to District supervisors, administrators, or agents.

A representative of the Association may review a unit member's personnel file only upon written authorization of the unit member.

4.6.4 Information of a derogatory nature shall not be entered or filed until the unit member is provided a copy of the document and an opportunity to respond. The response, if any, shall be placed in the unit member's personnel file.

4.6.5 All material placed in a unit member's personnel file shall be dated and signed by the preparer. Documents shall be placed in a unit member's personnel file within ninety (90) days of the final documents' creation.

ARTICLE 5. CALENDAR

5.1 Calendar

The District reserves the right to establish a calendar for each academic year, except that the total number of work days unit members must serve and the beginning and ending dates of academic years are mandatory subjects of negotiations between the District and the Association.

The start and end dates for classes shall be the same whether they are face-to-face or via distance learning. This does not mitigate the District's right to schedule short term or summer courses, and exceptions may be made for individual courses upon mutual agreement between the instructional faculty member, Association and District.

The District and Association shall jointly establish a calendar for each future academic year in accordance with the process used to produce the current calendar.

5.2 Instructional Faculty Work Year

The instructional faculty work year is as follows:

173	Instructional Days
2	Mandatory Flexible Instructional Days
175	Total Instructional Days
4	Mandatory Professional Development Days
179	Work Days

The base year for instructional faculty shall be 179 assigned workdays. Extended year contracts for unit members shall be voluntary and not more than 44 assigned workdays. Extended year contracts shall be defined as contracts, which are extended from the normal work year of 179 workdays and shall not include those contracts, which originate as more than 179 workdays. Extended year contracts shall occur during the designated fiscal year. A faculty member may request an extended contract.

Beginning on July 1, 2020 and continuing forward, the instructional faculty work year shall be as follows:

173	Instructional Days
2	Mandatory Flexible Instructional Days
175	Total Instructional Days
2	Mandatory Professional Development Days
177	Work Days

The base year for instructional faculty shall be 177 assigned workdays. Extended year contracts for unit members shall be voluntary and not more than 44 assigned workdays. Extended year contracts shall be defined as contracts which are extended from the normal work year of 177 workdays and shall not include those contracts, which originate as more than 177 workdays.

Extended year contracts shall occur during the designated fiscal year. A faculty member may request an extended contract.

5.3 Professional Development Days

The content of the two (2) professional development days shall be developed by the District and college President in consultation with the administrators, faculty and staff, at District Leadership Council. These days shall be scheduled during the academic year in accordance with applicable laws by mutual agreement through the calendaring process. All unit members shall be required to attend Professional Development Days as days in addition to the total number of days in which classes are scheduled during the academic year.

Nothing precludes the District from scheduling meetings or other training opportunities throughout the academic year. However, faculty members shall only be required to attend meetings or other training opportunities that conflict with their established class schedule if the Association and District mutually agree that the opportunity is necessary and cannot wait until the next Professional Development Day.

The purpose of Professional Development Days shall be to enhance the educational experience of students and the professional skills of staff, and to provide sufficient time on scheduled Professional Development Days for discussion amongst unit members regarding data as well as student learning outcome assessment results.

5.4 Flex Days

5.4.1 Unit members shall attend or obtain credit through an in-lieu activity for two (2) flexible instructional days ("Flex Days") per academic year.

5.4.2 The purpose of Flex Days is to provide time for faculty to participate in professional development activities that are related to "staff, student and instructional improvement" (5 C.C.R. §55720). Flex activities (5 C.C.R. §55724(a)(4)) can be, but are not limited to, training programs, group retreats, field experiences, and workshops in activities such as course and program development and revision, staff development activities, development of new instructional materials, and other instruction-related activities.

5.4.3 All activities should be linked to the comprehensive plan for staff development and to the goals and objectives of the flexible calendar program. In addition, the staff development plan and the flexible calendar program should be linked to the goals and mission of the college. The flexible calendar program is primarily intended to facilitate faculty improvement of the instructional program. However, any institutionally planned activity should be made available to other college staff as well (5 C.C.R. §55724(a)(5)).

5.4.4 An advisory committee for the flexible calendar program, composed of faculty, students, administrators and other interested persons (5 C.C.R. §55730(e)), shall be established by each college's Academic Senate. Membership should be broadly

based and representative of the institution. Terms of office for members of the committee should be arranged to provide for continuity. The advisory committee is responsible for making recommendations on staff, student, and instructional improvement activities (§55730(e)). The recommendations should be based upon a comprehensive planning process that includes needs assessment and evaluation. The comprehensive planning process should be determined by the local shared governance mechanism. The advisory committee may assist the Academic Senate Presidents in the tasks necessary for implementation of the flexible calendar program.

5.4.5 In-Lieu Activities

Unit members may obtain credit for all or a portion of two (2) flexible instructional days ("Flex Days"). Proposed in-lieu activities shall be submitted to the Academic Senate on the unit member's campus prior to the end of the semester preceding the Flex Day in question. Once the Academic Senate approves the in lieu activity, the activity will be submitted to the unit member's administrator for final approval.

ARTICLE 6. WORK LOAD

6.1 Work Week

6.1.1 Professional Duties and Responsibilities

Unit members are expected to participate in professional duties and responsibilities including serving on faculty committees, as student club advisors, conduct student recruitment, participate in registration as requested, be involved in in-service institutes and programs, participate in full-time faculty evaluations, and perform other professionally related services as requested by either the Chancellor or his/her designee. Tenured faculty shall participate in part-time faculty evaluations not to exceed two (2) evaluations per semester, absent mutual agreement between the unit member and the College President or designee. Additionally, unit members are responsible for attending meetings and participating in other professional activities called by administration. The guidelines for professional responsibilities may be found in Board Policy.

6.1.2 Office Hours

Full-time instructional faculty shall offer five (5) scheduled and approved weekly office hours per semester. Scheduled office hours may be conducted face-to-face or via the District's technological resources. Faculty teaching 100% face-to-face classes must be available in person for a minimum of four (4) hours per week.

Each full-time instructional faculty is expected to be available for a minimum of five (5) scheduled and approved office hours per week for purposes of assisting students through formal and informal advisory processes. Instructional faculty instructing online courses shall hold, at their discretion, at least one (1) hour per week up to a maximum of that portion of their scheduled office hours online equivalent to their online instructional assignment. For example, if an instructional faculty member is instructing 40% online, then at least one (1) hour and up to 40% of their weekly office hours (2 hours) may be held online. Online office hours shall be conducted through use of the District's technological resources.

6.2 Instructional Load

The Board establishes the instructional faculty's full-time instructional load to be the equivalent of fifteen (15) lecture hours and/or laboratory hours per semester.

A laboratory activity hour shall be equivalent to seventy-five hundredths (.75) of a lecture hour. A laboratory hour shall be equivalent to a lecture hour.

In a given semester, if an instructional faculty member is assigned an instructional load which is greater than a full-time instructional load as defined directly above, because of special needs of the District, the instructional faculty member shall have the option to receive hourly pay for in-

class hours beyond the fifteen (15) lecture hour equivalents, or to balance the instructional load over four (4) consecutive semesters to reach a balance of sixty (60) hours (two (2) consecutive semesters in the case of a first-year faculty member). In no event shall a faculty member's load be reduced more than six (6) hours below a full-time instructional load in any one semester to accommodate balancing.

Except as otherwise agreed upon between the unit member and the Chancellor or his/her designee, regular contract instructional assignments shall be scheduled, within a daily span of time of nine hours or less, excluding meal times and overload.

The amount of voluntary overload hours for any instructional faculty member shall not be limited as long as it is mutually agreed upon by the faculty member and the District.

6.3 Non-Instructional Duty/Extended Contract Assignments

Duty days and hours for all non-instructional and extended contract employees shall be assigned by administration after consultation between the unit member and the administration with consideration given to the unit member's preferences. Responsibility for scheduling duty and non-duty days lies with the college president or his/her designee. The college president or his/her designee shall inform faculty of coverage needs in all areas. Once approved by administration, calendars are submitted to HR for approval verification of duty days.

6.3.1 Counselors

The basic work year for counselors shall be 197 workdays. The workweek shall consist of thirty-five (35) hours. Based on need for remote services for students, counselors may be scheduled by administration to work a portion of their load remotely.

6.3.2 Librarians

The basic work year for librarians shall be 221 workdays. The workweek shall consist of thirty-five (35) hours.

6.3.3 Agriculture Faculty

The basic work year for agriculture faculty will be 221 workdays.

6.3.4 Coaches

The basic work year for coaches will be 199 workdays.

6.4 Scheduling

Responsibility for course scheduling lies with the college president or his/her designee. Where feasible, unit members shall be provided the opportunity to provide input on course scheduling and staffing assignments.

6.5 Extended Contract Stipends

Extended contract faculty shall be paid according to the following formula:

The employee's annual salary (S) shall be divided by the number of workdays in the normal work year (179) to arrive at the employee's daily rate (DR).

The employee's daily rate (DR) shall be multiplied by the number of total contracted work days (TCWD) in excess of the normal work year of 179 days to arrive at the extended contract stipend amount (ECSA). The employee's extended contract stipend amount (ECSA) shall be added to the annual salary (S) to arrive at the employee's total compensation (TC).

S/179 =DR
DR x (TCWD-179) = ECSA
S+ECSA=TC

Beginning July 1, 2020, the normal work year shall be 177 days. The employee's daily rate (DR) shall be multiplied by the number of total contracted workdays (TCWD) in excess of the normal work year of 177 days to arrive at the extended contract stipend amount (ECSA). The employee's ECSA shall be added to the annual salary (S) to arrive at the employee's total compensation (TC).

S/177 =DR
DR x (TCWD-177) = ECSA
S+ECSA=TC

6.6 Prior Learning Assessment Stipend

6.6.1 Prior Learning Assessments (PLA) are additional duties and responsibilities and are not part of a unit member's regular workload. PLA tasks must be submitted to, and verified by, the responsible administrator and the Curriculum Committee as to completion and authenticity prior to any unit member receiving a stipend.

6.6.2 Unit members who accept additional duties and responsibilities relating to "front-end" PLA work, as defined in the job description, shall be compensated with a stipend of $250 per unit of assessment.

6.6.3 Unit members who accept additional duties and responsibilities relating to "back-end" PLA work, as defined in the job description, shall be compensated with a stipend of $70 per unit of assessment.

6.6.4 Unit members acknowledge that all PLA stipends are subject to the approval, completion, verification, and certification of the work.

6.7 Reassign Time

The reassign time for each Academic Senate President, Curriculum Committee Chair, and Student Learning Outcomes Coordinator is set at forty percent of a full-time load. The reassign time for each Articulation Officer is set at thirty percent (30%) of a full-time load.

All reassign time, stipend, or extended contract duties shall be accompanied by a job description (Exhibit "H"), compensation information, and expected outcomes approved by the College Presidents and Chancellor, which shall be maintained by Human Resources. Human Resources Director shall email duties for the above positions to the Vice President of Instruction on each campus at the end of each spring semester and request signatures from the above no later than the end of week three (3) of the fall semester.

6.8 Other Reassign Time and Extended Contract Assignments

The faculty association shall be notified any time a unit member is given reassign time. Notification shall include the percentage of reassign time, the job description, and the duration. The faculty association shall also be notified of extended contracts offered to a unit member not in a category specified in 6.3.

ARTICLE 7. WORKLOAD REDUCTION/PART-TIME

Members of the bargaining unit may petition the Governing Board of the District to reduce their workloads from full-time to part-time and shall receive the retirement service credit they would have received if they were employed on a full-time basis, and have their retirement allowance, as well as any other benefits they are entitled to under the State Teachers Retirement System (STRS), based upon the salary they would have received if employed on a full-time basis.

Reduced workloads under this Article shall be in accordance with Education Code sections 87483 and 22713 and subject to CalSTRS guidelines. The most recent CalSTRS Employer Directive (2/24/2022) and Reduced Workload Program Eligibility Certification (01/18) are attached for informational purposes as Exhibit "I". Faculty wishing to participate in the reduced workload program should submit their request at least 120 days in advance of the Fall semester to ensure it is processed in a timely manner.

ARTICLE 8. COMPENSATION

8.1 Preamble

The parties agree that their goal for the duration of this agreement and this article is to compensate faculty members comparably to the contiguous Community College Districts known collectively as the "Central 14". The "Central 14" districts are:

Allan Hancock Community College District
Cabrillo Community College District
College of the Sequoias
Gavilan Community College District
Hartnell Community College District
Kern Community College District
Merced Community College District
Monterey - Peninsula Community College District
San Luis Obispo County Community College District
San Joaquin Delta Community College District
State Center Community College District
West Kern Community College District
West Hills Community College District
Yosemite Community College District

8.1.1 The parties acknowledge that, because districts are in different stages of agreements or negotiations, it is generally not possible to know the exact compensation package of each of the Central 14 districts at the beginning of any given year. The parties agree that for comparison purposes, the parties will use the Central 14 data for the prior academic year as reported in the Community College Compensation Survey published annually by the Community College Association.

8.1.2 The parties recognize their mutual interest in maintaining fiscal stability. Therefore the parties agree that the compensation goal must be achieved in conjunction with the District's maintenance of prudent reserves against contingencies.

8.1.3 The District's ability to meet the goal of compensating faculty members comparably to the Central 14 is further dependent upon the District meeting funded enrollment growth targets set by the District and by the State Chancellor's Office. If those goals are not met, the parties acknowledge that the District will not be able to meet its long-term compensation goal.

8.2 Salary Schedule

The salary schedule for the 2021-2022 school year is attached hereto as Exhibit C.

8.2.1 Salary Schedule:

8.2.1.1 2022-2023 Salary Schedule:

Effective July 1, 2022, each cell of the 2021-2022 salary schedule shall be increased by 2.535%, reflecting the on-schedule application of the off-schedule payment from 2021-2022.

Thereafter, also effective July 1, 2022, each cell of the modified 2021-2022 salary schedule shall be increased by an additional 6.57%.

8.2.2 2023-2024 Salary Schedule: For 2023-2024, the parties mutually agree to reopen Article 8 – Compensation.

8.2.3 2024-2025 Salary Schedule: For 2024-2025, the parties mutually agree to reopen Article 8 – Compensation.

8.2.4 Each unit member will advance one step per year of service to the district.

8.2.5 Column advancement is based upon earned units and/or continuing education hours.

8.2.6 Holders of an earned doctorate from a regionally and/or professionally accredited institution of higher learning shall be granted an annual stipend of $2,500.00.

8.3 Full Time Overload and Release Time Pay

8.3.1. Overload. Unit members who teach more than a full-time work load as defined in Article 6, shall be paid at the current adjunct hourly rate as adjusted by the Governing Board. Notification will be sent to unit members when adjustments to the adjunct hourly rate are made by the Governing Board.

8.3.2 Release time under this Agreement shall be calculated based upon the Board of Trustees' approved adjunct faculty pay scale.

8.3.3 The overload pay scale during the term of this Agreement is as follows:

- CLASS III $68.00 PER CONTRACT HOUR for a total of $18,360 per year or $9,180 per party.
- CLASS IV $69.00 PER CONTRACT HOUR for a total of $18,630 per year or $9,315 per party.
- CLASS V $70.00 PER CONTRACT HOUR for a total of $18,900 per year or $9,450 per party.

8.4 Mileage/Predominate Site

Travel compensation by the District is based upon the principle that all unit members report to instructional duty at their own expense. For the purpose of calculating mileage, each unit member, annually in the fall, shall be designated a predominate site. That determination shall be made based on the fall schedule. Said designation shall be made by the Chancellor or his/her designee. Mileage

compensation for assigned instructional duties on sites other than the predominate site shall be compensated at the I.R.S. rate effective July 1 of each year.

ARTICLE 9. INSURANCE

9.1 Preamble

As part of its total compensation package, and in order to recruit and retain faculty, the District includes health and welfare premiums in the benefit package. California's Valued Trust Plan A is the premier medical plan in the area. The interest of the District is to keep this Plan at a reasonable cost, constant with its interests related to salary.

9.2 Coverage

The District will provide for each member of the bargaining unit insurance coverage as follows:

. HOSPITAL AND MEDICAL INSURANCE
Carrier selected by the CVT: Employee and Dependents. The District and the Association agree to provide at least one medical plan that meets the requirements for minimum essential coverage and meets the ACA affordability requirement for all District employees, meaning the employee's contribution would not exceed 9.5% of household income.

. DENTAL INSURANCE
Carrier selected by the CVT: Employee and Dependents unlimited dental, and orthodontia, (50/50) for dependent children limited to $ 500.00 lifetime maximum.

. VISION INSURANCE
Carrier selected by the CVT: Employee and Dependents

. LIFE INSURANCE
Currently UNUM: Employee only ($50,000)

. INCOME PROTECTION INSURANCE
Currently UNUM: Employee only

. PERSONAL ACCIDENT INSURANCE
Currently CIGNA: Employee Only ($25,000)

PCS card co-pay for prescription drugs shall be in accordance with plans offered by CVT.

9.3 District Contribution

Employees shall have the option of selecting from any of the plans offered by California's Valued Trust (CVT), as ratified by the bargaining unit.

Effective on the date this agreement is ratified and approved, the maximum District contribution to an employee's health benefits shall be a sum which for calculation purposes shall be $1,668.37 per month. This amount is only subject to change based upon premium changes received from CVT, based on the 100% Plan 1A. The District contribution CAP for each fiscal

year during the term of this Agreement will be increased by the same percentage that the CVT premiums increase for that period.

Any amount in excess of the District's monthly contribution shall be the employee's responsibility and shall be deducted from the unit member's monthly salary as a payroll deduction. The IRC Section 125 provision allowing for deductions on a pre-tax basis will be available to the extent allowable by law.

If the District receives a rebate, refund or reduction in the premium of the above health and welfare benefits, the District shall take the budgeted amount in excess of actual cost, and place it in a "Health and Welfare Reserve." These funds shall be held in reserve and applied to increases in health and welfare premiums over the capped amount prior to assessing employees for such amounts.

9.4 Early Retirees

Early retirement is defined as retirement prior to the age of sixty-five years of age. At the time of early retirement, qualified unit members may elect one of the following retirement health and welfare options if applicable:

9.4.1 For unit members who retire on or after the age of 55 who have completed a minimum of ten (10) years of continuous service with the District immediately preceding retirement, the District shall pay the hospital and medical insurance premiums pursuant to sections 9.2 and 9.3 until they qualify for Medicare or reach age seventy (70), whichever occurs first. Thereafter, the District shall pay one-half (1/2) of the amount of the premiums for Medicare supplement plans up to a maximum of $2400 annually until they qualify for Medicare or reach age seventy (70) whichever occurs later, after which the retiree shall receive $1200 annually thereafter.

9.4.2 For unit members who retire on or after the age of 55 but prior to the age of 65 who have completed a minimum of fifteen (15) years or more of continuous service with the District immediately preceding retirement, the retiree and their spouse may continue to receive health coverage at the same District contribution amount for health insurance plans offered by CVT to unit members currently employed and in paid work status, pursuant to sections 9.2 and 9.3, until the unit member's 65th birthday. At age 65, the unit member shall receive coverage as set forth in section 9.4.1.

9.5 Regular Retirees

For unit members who retire on or after they are 65 years old, the District shall pay one-half (1/2) of the amount of the premiums for Medicare supplement plans up to a maximum of $2400 annually until they qualify for Medicare or reach age seventy (70) whichever occurs later, after which the retiree shall receive $1200 annually thereafter.

9.6 Surviving Spouse

The District agrees to continue to pay hospital and medical insurance premiums as provided above for the surviving spouse of either an active or retired employee for one hundred eighty (180) days following the end of the month in which the employee's death occurs. The surviving spouse of such employee shall have the right to buy into the District's hospital and medical insurance program during this one hundred eighty (180) day period and thereby continue such coverage following the one hundred eighty (180) day period at the surviving spouse's own expense.

ARTICLE 10. LEAVES

10.1 Sabbaticals

10.1.1 Sabbatical leaves may be granted to members of the faculty bargaining unit for the purpose of carrying out an approved program, which will benefit the District, the students, and the faculty member. Consideration will be given to programs designed to increase the effectiveness of the staff member and his/her usefulness to the District through study, research, travel, or other creative activity. The sabbatical is not an earned right, but rather a privilege.

10.1.2 A member of the unit who has satisfactorily completed a sequence of six (6) full years of service will be eligible to apply for such leave.

10.1.3 Leave may be granted for a full academic year at half pay, one (1) semester at full pay, or two (2) semesters at half pay, provided that in the last case both leaves are completed within a three (3) year period.

10.1.4 The proposed plan of work must significantly relate to the faculty member's instructional assignment. It should have the effect of enhancing the background or improving the instructional ability of the faculty member. Equal value shall be given to study, research, travel, or other creative activity, or a combination of the four.

10.1.5 Eligible faculty members must submit a proposed plan in writing, to the Chancellor or his/her designee, prior to January 1 of the academic year preceding the year for which the leave is requested. The plan of work should provide sufficient information for evaluation according to the criteria outlined above.

10.1.6 Either a faithful performance bond or a leave of absence agreement must be executed as a condition of the leave, and the employee shall agree in writing to render a period of service to the District following his/her return from the leave, which is equal to twice the period of the leave.

10.1.7 A written report and transcripts covering formal academic study, if any, shall be filed upon return from leave with the Chancellor or his/her designee for review by the members of the Board of Trustees.

10.1.8 The forms necessary to request a sabbatical leave are attached to this agreement as Exhibit "E".

10.2 Sick Leave, Personal Necessity, and Personal Business

For purposes of this Article, a thirty-five (35) hour week shall serve as the benchmark for calculating leaves.

10.2.1 Sick Leave. Members of the unit shall accrue twenty (20) days of sick leave with pay for each school year, such leave to be made available on the first day of each school year.

10.2.1.1 Faculty will notify the Chancellor or his/her designee, of illness as early as possible before the absence; however, the Chancellor or his/her designee should be notified as early as possible on the day the absence occurs.

10.2.1.2 When a faculty member takes time off for sick leave and is gone only in the morning or only in the afternoon, or any part of a regularly scheduled day, that member shall be charged with 3.5 hours of sick leave regardless of the number of classes that would have been taught by the member that day. This would also apply in cases where the faculty member uses personal necessity leave or sick leave.

10.2.1.3 If the faculty member takes the entire day off-regardless if it is for sick leave, personal necessity, or personal business-the member shall be charged with 7 hours to be deducted from their sick leave accrual.

10.2.1.4 When a faculty member takes personal business leave, those hours may be taken in hourly increments.

10.2.1.5 Any unused portion of the sick leave will be cumulative indefinitely and will be transferred to another school district upon the teacher's request.

10.2.1.6 Unused sick leave accrued in California public school districts where the faculty member worked for at least one (1) full year, and where there is no break in service during the change from the original district to the West Hills Community College District, may be transferred to the West Hills Community College District upon the application of the employee and verification by the previous employer(s). Official verification of unused sick leave must be forwarded to the Vice Chancellor Business Services, and it will be credited to the faculty member's sick leave balance.

10.2.1.7 A time off duty form, attached as Exhibit "F", will be signed by a unit member who is absent because of illness upon return to duty. The District may require a written statement from a physician selected and paid for by the District if the absence extends beyond one (1) week.

10.2.1.8 A unit member when on a leave of absence other than paid leave will maintain accumulated sick leave credit, but will not accumulate any additional sick leave during the period of such unpaid leave.

10.2.1.9 When an absence extends for a period of five (5) school months or less, the amount deducted from the salary due the unit member for any month in which the absence occurs shall not exceed the sum which is actually paid a temporary employee employed to fill the position during the

absence or, if no temporary employee was employed, the amount which would have been paid had a temporary employee been employed.

10.2.1.10 Sick leave usage shall be calculated based on the proportion that the time off bears to a thirty-five (35) hour week/ seven (7) hour day. For example, if a unit member is absent due to illness for one-half day, the unit member will use 3.5 hours sick leave.

10.2.2 Personal Necessity Leave

10.2.2.1 Unit members may use accumulated sick leave, not to exceed six (6) days in any school year, for personal necessity.

10.2.2.2 A faculty employee who is a member of the bargaining unit may use accumulated sick leave benefits in a school year for any of the following purposes:

i. Accident or illness involving an employee's person or property or the person or property of the employee's immediate family.

ii. One (1) day of personal leave as determined by the member of the bargaining unit not to be used for activities of the exclusive bargaining agent.

iii. Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction.

The employee utilizing leave for these purposes shall verify on the approved District form that the employee has taken a leave for Sections 10.2.2.2.i, 10.2.2.2.ii, or 10.2.2.2.iii above. Advance permission is required for reasons under Section 10.2.2.2.iii above.

10.2.3 Personal Business Leave

Unit members may use accumulated sick leave for Personal Business Days. Such leave may be taken in hourly increments. No more than five (5) unit members shall be allowed absence for such leave at any one time. Unit members may request not more than six (6) days of cumulative Personal Business Leave and Personal Necessity Leave in a school year.

10.3 Bereavement Leave

Unit members are entitled to a leave of absence not to exceed three (3) days, or five (5) days if out-of-state travel is required, on account of the death of any member of the unit members immediate family as defined in Education Code §87788. Unit members may use accumulated sick leave for additional leave related to the death of any of the member's immediate family.

10.4 Pregnancy Leave

10.4.1 Pregnancy Leave. A member of the bargaining unit shall be granted a leave of absence for reasons of pregnancy, miscarriage, childbirth, and recovery. The request for leave, except in the case of a miscarriage, shall be submitted to the Chancellor as far in advance as possible and in no event less than one (1) month before the leave.

10.4.1.1 The length of the leave of absence, including the date on which the leave shall commence and the date on which the unit member shall resume duties, shall be determined by the unit member and the unit member's physician.

10.4.1.2 Disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery are, for all job-related purposes, temporary disabilities and shall be treated as such under the health or temporary disability insurance or sick leave plan available to unit members.

10.4.1.3 Any accrued sick leave and entitlement to other sick leave may be used for pregnancy purposes. In the event the unit member is unable to return to duty after the expiration of an approved pregnancy leave, the District may grant additional personal leave without pay not to exceed one (1) school year beyond the school year in which the birth occurred.

10.4.1.4 An employee who is granted pregnancy leave shall not lose other benefits included under the terms of this Agreement for which the employee qualifies.

10.4.2 Paid Parental Leave

10.4.2.1 In accordance with the Education Code §87780. 1, a member of the bargaining unit shall be granted a leave of absence, not to exceed twelve (12) weeks in a twelve (12) month period, for reasons of adoption, child birth, or placement of a child in foster care.

10.4.2.2 The request for leave shall be submitted to the Chancellor as far in advance as possible.

10.4.2.3 The length of the leave of absence, including the date on which the leave shall commence and the date on which the unit member shall resume duties, shall be determined by the unit member and the adoption agency, attorney, and/or physician to the extent limited under the Family Medical Leave Act (FMLA). Leave may not begin prior to the birth, adoption, or foster care placement and shall run concurrently with parental leave available under the California Family Rights Act (CFRA).

10.4.2.4 Any accrued sick leave and entitlement to other sick leave may be used for the above purposes. In the event the unit member is unable to return to duty after the expiration of an approved parental leave, the District may grant additional personal leave without pay not to exceed one (1) school year in which the birth, adoption, or foster care placement occurred.

10.4.2.5 An employee who is granted parental leave shall not lose other benefits included under the terms of the Agreement for which the employee qualifies.

10.5 Industrial Illness and Accident Leave

All faculty employees who are eligible for Worker's Compensation benefits will be provided with industrial accident and illness leave as follows:

1. The accident or illness must have arisen out of and in the course of the employment of the employee and must be accepted by the State Compensation Insurance Fund as a bona fide injury or illness.

2. Allowable leave for each industrial accident or illness will be for the number of days of temporary disability, but not to exceed sixty (60) days during which the college is in session or when the employee would otherwise have been performing work for the District in any fiscal year.

3. Allowable leave will not be accumulated from year to year.

4. The leave under these rules and regulations will commence on the first day of absence.

5. Maximum salary during any one period will not exceed the normal salary rate.

6. Industrial accident or illness leave will be reduced by one (1) day for each day of authorized absence regardless of a temporary disability indemnity award.

7. During any paid leave of absence, the employee will endorse to the District the temporary disability indemnity checks received on account of industrial accident or illness. The District, in turn, will issue the employee appropriate salary warrants for payment of the employee's salary and will deduct normal retirement and other authorized contributions.

8. Temporary disability payment on account of the industrial accident or illness must be endorsed back to the District during any paid leave of absence.

9. Upon termination of the industrial accident or illness leave, the employee will be entitled to regular sick leave benefits. An absence for such purpose will be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that if the employee continues to receive temporary disability indemnity, the

employee may elect to draw on accumulated sick leave to provide (with temporary disability indemnity payments) total income not to exceed normal full salary.

10.6 Family Care and Medical Leave

Under the Federal Family and Medical Leave Act of 1993 and the California Family Rights Act of 1991 (collectively, "the Acts"), eligible employees are entitled to up to 12 work-weeks (prorated for part-time employees) of unpaid, job-protected leave within a 12 month period for family and medical reasons. The West Hills Community College District ("District") intends to comply with the Acts and their pertinent regulations, and the interpretation of this policy is governed by the Acts.

The following conditions, requirements, and procedures shall apply when requests for family care of medical leave are made:

10.6.1 Employee Eligibility. To be eligible for benefits under the Acts, an employee must:

10.6.1.1 Have worked for the District for at least 12 months;

10.6.1.2 Have worked at least 1,250 hours over the previous 12 months for the District (by example, 182 days x 7 hours =1274 hours); and

10.6.1.3 Be one of at least 50 employees employed by the District within 75 miles of the employee's work-site.

10.6.2 Reasons For Taking Leave. A leave request from an eligible employee must be granted for any of the following reasons:

10.6.2.1 Birth of the employee's child;

10.6.2.2 Placement of a child with the employee for adoption or foster care;

10.6.2.3 Care for the employee's child, spouse, or parent with a serious health condition;

10.6.2.4 The employee's own serious health condition that keeps his/her own job function.

10.6.3 Advance Notice of Leave And Medical Certification. Employees will provide (1) advance written notice of the leave request and (2) medical certification whenever a serious health condition is involved.

10.6.3.1 If the need for the leave is foreseeable, employees will provide 30 days advance written notice. If the need for the leave is unforeseen (i.e., an emergency), notice is required to be given as soon as practicable.

10.6.3.2 If the leave is to care for a child, spouse or parent with a serious health condition, or because of the employee's own serious health condition, the employee will provide medical certification from a health care provider or physician. The medical certification must include:

10.6.3.2.1 Date of commencement of the serious health condition;

10.6.2.2.2 Probable duration of the condition;

10.6.2.2.3 Estimated amount of time the health care provider will provide care;

10.6.2.2.4 Confirmation that the serious condition of the child, spouse or parent warrants the participation of the employee; or, in the case of the employee's own serious health condition, certification that the employee is unable to perform his/her job functions.

10.6.3.3 The District may require a second and third medical opinion regarding an employee's serious health condition at the District's expense. When the duration for the leave is uncertain or the estimated time for the leave expires and the employee remains out of work, the District may require subsequent re-certification.

10.6.3.4 If the leave is needed for planned medical treatment or supervision; the employee must make a reasonable effort to schedule the treatment or supervision to minimize disruptions to the District.

10.6.3.5 An employee's advance notice and medical certification may be required to be given to the employee's supervisor. The supervisor may then determine the adequacy of the notice and medical certification and whether or not the leave will be recommended for approval to the Superintendent. The amount of leave actually granted by the District may be determined by what is reasonable under the circumstances.

10.6.3.6 Failure to provide advance notice and medical certification when necessary may delay the granting of leave until such requirements are met.

10.6.4 Continuation of Health Coverage And Other Job Benefit Plan.

10.6.4.1 An employee taking leave will continue to participate in any group health care benefits plan under the same terms and conditions, including any necessary co-payments, by which the employee was enrolled prior to the first day of the leave.

10.6.4.2 If the employee fails to return from the leave for any reason other than the recurrence, continuance, or onset of a serious health condition, the

employee will be liable to the District for premiums paid for maintaining the employee's health coverage.

10.6.4.3 An employee may, at his/her expense, continue to participate in all other employee benefit plans offered by the employer during the leave period.

10.6.5 Intermittent Or Reduced Schedule Leave. An employee may take leave intermittently (e.g., in blocks of time), or by reducing a normal work schedule, in the following circumstances:

10.6.5.1 Where the leave is for the birth or placement of a child, leave may be taken on an intermittent or reduced schedule basis if the District approves.

10.6.5.2 Leave may be taken intermittently or on a reduced work schedule whenever it is medically necessary to care for a family member with a serious health condition, or because the employee is seriously ill and unable to work the employee's regular work schedule.

10.6.6 Substitution Of Paid Leave and Other Leave Requests.

10.6.6.1 An employee must substitute accrued vacation or other paid leave, including sick leave where applicable (i.e., for the employee's own serious health condition), for the unpaid family care leave entitlement.

10.6.6.2 Any paid or unpaid leave taken which meets the requirements of section 10.6.2 will be counted as part of the employee's family care leave entitlement. This means that family care leave runs concurrently with any other leave that meets the requirements of family care leave under section 10.6.2

10.6.7 Pregnancy.

A Woman on pregnancy leave will not start using family care leave until her disability period is over (i.e., when their physician takes her off disability after the birth of their child). Thus, although family leave due to an employee's serious health condition would normally run concurrently with sick leave where the employee is out for more than three days with a serious health condition, this will not apply in the case of disability due to pregnancy.

10.6.8 Spouses Who Work For The District.

Spouses employed by the District are jointly entitled to a combined total of 12 work weeks of family leave for the birth or placement of a child with them. There is no limitation of entitlement for leaves taken for the serious health condition of their child.

10.6.9 Period of Eligibility.

The 12 month period of entitlement commences on the first day of the leave.

10.6.10 Seniority, Employee Benefits and Break in Service.

An employee on leave will not lose any seniority or employment benefit that accrued prior to the start of the leave. An employee on leave will not accrue seniority or additional benefits, such as vacation, sick leave or similar benefits, during the leave. The leave will not constitute a break in service for purposes of longevity and seniority.

10.6.11 Reinstatement of Employment and Fitness for Duty Report.

Employees returning from an approved leave will be reinstated to the same or equivalent position. Employees returning from an approved medical leave for their own serious health condition may be required to provide a fitness for duty report to return to work.

10.6.12 Key Employee Exception to Restoration.

An employee who is a "key" employee due to the fact that he/she is a salaried employee and among the highest paid 10 percent of all the employees employed by the District may be denied restoration to his/her position following the leave if the District determines that substantial and grievous economic injury will result if such key employee is reinstated.

10.7 Military Leave

An employee shall be entitled to all military leaves and benefits as provided by Education Code section 87832 and Military and Veteran's Code sections 389 and 395-395.4.

10.8 Jury Duty

A faculty employee who is called for jury duty will be granted the necessary time off with pay to fulfill the jury obligation without deduction from sick leave.

Request for jury service leave should be made by presenting, as soon as possible, the official court summons to jury service to the Chancellor or his/her designee and to the District Payroll Office through appropriate channels.

The employee serving as a member of a jury will receive his/her full pay from the District.

An employee who has received a leave of absence under this provision shall be available for duty during hours when the employee is not required to be in court.

10.9 Other Leaves of Absence

A regular employee may request and be granted a leave of absence without pay by the Board of Trustees upon recommendation of the Chancellor or his/her designee, for a period not to exceed one (1) year. Leaves of absence will terminate at the end of the fiscal year, June 30, but may be extended or renewed.

10.10 Sick Leave Donation

10.10.1 Unit members may donate unused sick leave to another unit member when that unit member suffers from a catastrophic illness or injury pursuant to Board Policy 7345, the terms of Administrative Regulation 7345, the collective bargaining agreement between the District and the faculty unit and Education Code section 87045.

10.10.2 For the purposes of Sick Leave Donation, "Catastrophic illness or injury" shall mean an illness or injury:

10.10.2.1 That is expected to incapacitate the receiving employee for an extended period of time in excess of 15 work days beyond the employee's paid leave entitlement; and

10.10.2.2 Which would create a financial hardship for the receiving employee because he or she has exhausted all of his or her sick leave and other paid time off.

10.10.3 Sick leave may be donated by one employee to another employee, as set forth above, subject to the following requirements.

10.10.3.1 Recipient Employees In order to receive donated sick leave from other unit employees under this provision an employee must:

10.10.3.1.1 Submit a written request to receive donated leave pursuant to this section.

10.10.3.1.2 Verify the existence of a "catastrophic illness or injury" as defined above. An employee must provide written medical verification of the catastrophic illness or injury from an appropriate licensed health care provider. The District, in its discretion, may require a second medical opinion from a licensed health care provider of its choice.

10.10.3.1.3 Verify the exhaustion of all sick leave and other paid time off.

10.10.3.2 Donor Employees In order to donate sick leave to another employee pursuant to this section an employee must:

10.10.3.2.1 Submit a written authorization to donate his/her sick leave to a properly designated eligible employee, identifying the receiving employee and the number of sick leave days to be transferred to the receiving employee.

10.10.3.2.2 Have at least 15 days of accumulated sick leave.

10.10.3.3 An employee may only donate a maximum of ten (10) days accumulated sick leave to a designated eligible employee. Sick leave donations shall be deducted and credited at a minimum of eight (8) hours, and in hour increments thereafter.

10.10.3.4 The fact of the donation and the identity of the donor and recipient shall be a confidential personnel matter.

10.10.4 Sick leave donations pursuant to this provision shall be deducted from the donor's account and credited to the recipient's account. Such donations shall be unconditional and irrevocable. An employee who donates his or her sick leave pursuant to this provision shall lose rights or entitlement to that sick leave whether or not the donated sick leave is used by the recipient employee.

10.10.4.1 Donated sick leave will be credited between the first and the fifth of each month, and any donations made after the fifth of any given month will be credited at the beginning of the following month.

10.10.4.2 Donated sick leave shall thereafter be treated, for tax, STRS, and other purposes, as though it had been earned by the recipient.

10.10.4.3 Donated sick leave may be applied to the first day of unpaid status as set forth in 10.13.2.1.

10.10.5 For all donations under this provision, there shall be no adjustment made for differences in individual salary between the donor and recipient. Thus, the recipient will receive his or her regular daily salary for each sick leave day donated, regardless of whether the donor's salary is greater or less than the recipient's salary.

10.10.6 Exhaustion of all sick leave as described herein includes all accumulated sick leave, all other accrued paid leave, and all sources of payment, including Workers' Compensation benefits. The recipient must be in unpaid status and must be unable to return to work at the time of the donation.

Any leave provided under the State or Federal Family Leave Acts shall run concurrently with any other paid leave.

10.10.7 Any sick leave donation made pursuant to these provisions shall be final and binding. There shall be no remedy within the District for an alleged right to recover donated sick leave.

10.10.8 An employee may not use donated sick leave credits for a period exceeding twelve (12) consecutive months. An employee who receives donated leave pursuant to this provision shall use any leave credits he or she continues to accrue on a monthly basis prior to using donated leave.

10.10.9 The parties acknowledge that at some time in the future, the classified unit may negotiate a sick leave donation program. If so, the parties agree that, at that time, members of both units may donate sick leave to each other in accordance with Education Code, Board Policy, Administrative Regulations and the mutually agreed upon terms of the respective collective bargaining agreements.

10.10.10 An employee receiving donated sick leave pursuant to this provision may only use the sick leave while the employee suffers from the catastrophic illness or injury that precipitated the transfer of the sick leave (e.g., if the employee dies or recovers from the illness or injury with unused donated sick leave outstanding, that sick leave shall be lost to both the donating and the receiving employee).

ARTICLE 11. TRANSFER AND REASSIGNMENT

11.1 Preamble

All faculty are hired with the expectation that they may be assigned at any District site.

11.2 Definitions

A “transfer” occurs when a unit member relocates his or her predominant site from Coalinga, Lemoore or Firebaugh.

A “reassignment” occurs when a unit member changes from one division or department to another.

A “voluntary” transfer or reassignment is one, which is initiated by the unit member.

An “involuntary” transfer or reassignment is one, which is initiated by the District.

A “vacancy” is any newly created or vacated position in the bargaining unit.

11.3 General

The Chancellor or his/her designee(s) shall transfer or reassign unit members based upon the needs of the District, which are paramount. The Chancellor or designee(s) shall in all cases, determine whether a vacancy exists.

If requested by the unit member, a conference will be held between the unit member and the Chancellor or designee to discuss the reason(s) for a transfer or reassignment, including the operational needs of the District.

If a unit member’s request for a transfer or reassignment to a vacancy is not granted, or if a unit member is to be involuntarily transferred or reassigned, the unit member may request in writing to meet with the Chancellor or designee to discuss the reason(s). If such a written request is made, then a meeting shall take place. Following that meeting, the unit member may submit a request in writing to the Chancellor or designee that written reason(s) be given. If such a request is made, then the Chancellor or designee shall submit to the unit member the reason(s) in written form.

When a transfer or reassignment to fill a vacancy is being considered based on the needs of the District, the Chancellor or designee shall notify the Association of the contemplated change and shall post a notice to that effect on designated faculty bulletin boards at all sites or via the District’s email system and web page, in order to promote voluntary transfers and reassignments that are in the best interest of the District and the bargaining unit.

The posted notice of vacancy shall include a job description, the qualifications for the position, and a closing date for applications which is at least ten (10) work days following the posting date of the notice of vacancy.

If a unit member submits a written request to the Human Resources Office immediately before summer session or a leave of absence to be taken by the unit member, then the District shall notify the unit member (by first-class mail sent to the address provided in the written request) of any posted vacancies that occur during the summer recess or the period of leave of absence.

Transfers and reassignments shall not be made in an arbitrary, capricious, retaliatory or discriminatory manner, nor shall discipline be a factor when a transfer or reassignment is considered by the District.

11.4 Voluntary

A tenured faculty member may request a voluntary transfer to an open position by submitting a written Transfer Request to the District Human Resources Office no later than fourteen (14) calendar days after the opening is announced in-house to all staff.

a. Faculty who meet the minimum qualifications for the position and who submit a transfer request in accordance with the timelines specified above shall automatically be interviewed by the screening committee. Faculty will be afforded the opportunity to submit supporting documents to Human Resources.

b. Faculty who submit a transfer request later than fourteen (14) calendar days after the opening is announced by the District Human Resources Office in-house to all staff but prior to the application deadline and who meet the minimum qualifications for the position will be screened and considered in the same manner as all other applicants.

11.5 Involuntary

A bargaining unit member who is to be involuntarily transferred or reassigned shall be given ninety (90) days notice if possible, but in all circumstances, as much advance notice as possible prior to the effective date of the transfer or reassignment.

When an involuntary transfer or reassignment is contemplated, the District shall consider the following factors in addition to the needs of the District:

11.5.1 The qualifications and demonstrated abilities of the unit member;

11.5.2 The preference of the unit member; and

11.5.3 The prior service the unit member has rendered to the District.

11.5.4 If the District determines that the above factors are equal, seniority shall be the determining factor.

ARTICLE 12. REDUCTION IN FORCE

12.1 Definitions

For the purpose of this Article, the terms “contract employee” and “regular employee” shall be as defined in the Education Code.

12.2 General

If it becomes necessary during the term of this Agreement to lay off contract and/or regular employees who are members of the bargaining unit in accordance with the provisions of Education Code section 87743, the parties agree to proceed according to Education Code sections 87413, 87414, 87740 and 87743 through 87743.5, inclusive.

The District shall furnish the Association with a list indicating the seniority of each contract and regular employee who is a member of the bargaining unit by no later than March 1 of any year in which it becomes necessary to lay off contract and/or regular employees who are members of the unit.

12.3 Procedure

If such layoffs as described in Section 12.2 above become necessary, the parties agree to act in accordance with the following procedure:

12.3.1 The District administration shall develop recommendations for reductions in programs and services affecting members of the bargaining unit;

12.3.2 The Association and District administration shall meet and confer regarding such recommendations and shall consider unpaid leaves of absence, reduced instructional loads, reassignments, and early retirements;

12.3.3 Any proposed changes that emerge from the advisory consultation described in Section 12.3.2 above may be incorporated into the recommendations;

12.3.4 The Association and District administration, at least ten (10) calendar days before the date of the Board meeting at which the recommendations are to be made, shall meet and negotiate regarding the anticipated effects of the proposed reduction in force.

12.4 Criteria

In the development of recommendations, the parties agree to keep foremost in mind the needs of the communities served by the District and the College’s missions and goals.

Recommended layoffs shall be on the basis of seniority and qualifications in accordance with pertinent Education Code sections. Seniority shall be determined on the basis of the contract or regular employee’s initial date of paid service with the District. In the event two (2) or more

contract or regular employees have the identical initial date of paid service, seniority within that group of employees shall be determined by lot in accordance with Education Code provisions.

12.5 Effects

Following layoffs and in the event of a recall to service of affected employees, the parties agree to act in accordance with pertinent Education Code provisions.

Contract or regular employees who are laid off shall be entitled to receive health and welfare benefits beyond their last date of actual service to the District, but in no case shall these benefits continue beyond September 30 of the year in which the employee was laid off.

ARTICLE 13. RETRAINING

The District proposes to grant twenty percent (20%) released time per semester for two (2) semesters during a two (2) year time period or forty percent (40%) for one (1) semester for a faculty member to attain proficiency in an additional instructional area (i.e., meet minimum equivalency requirements in a new instructional discipline) as determined by the District.

Faculty members who take advantage of the above shall agree, in writing, to remain with the District for one (1) year following released time for retraining. Failure to do so shall mean that the faculty member shall reimburse the District for that portion of his/her salary and benefits that the released time represents.

ARTICLE 14. GRIEVANCE PROCEDURE

14.1 Purpose

The purpose of this procedure is to provide prompt and orderly means of resolving grievances at the lowest administrative level.

14.2 Definitions

A “grievance” is a formal, written allegation by a grievant that there has been a violation of a provision(s) of this Agreement.

A “grievant” is a unit member, or a group of unit members, or the Association.

A “day” is a day in which the central administrative office of the District is open for business, with the exception of the winter and spring recesses.

14.3 General Provisions

It is important that grievances be processed as rapidly as possible. Therefore, the number of days indicated at each level should be considered as maximums, and every effort should be made to expedite the process. The times specified, however, may be extended by mutual consent.

If the grievant does not comply with the time limits set forth in this Article, it shall be considered settled on the basis of the last decision rendered. If the District does not comply with the timelines, the grievant may advance to the next level.

A grievant may choose to have representation or may represent himself/herself at Levels 1 and 2, the Association shall be informed of the decision and have the right to present in writing its views on the grievance at each level of the procedure. Only the Association may proceed to Level 3 or higher.

Any records pertaining to a grievance shall be kept in a file separate from the grievant’s official District personnel file.

Grievances of a similar or like nature may be joined as a single grievance by mutual agreement of the District and the Association.

If an alleged grievance occurs from the action or inaction of an administrator above the immediate supervisor of the grievant, the grievance shall be filed at the level corresponding to the maker of the decision.

For the purpose of this procedure, references to the President and Chancellor shall also mean their designees.

14.4 Grievance Levels

14.4.1 Level l

Within fifteen (15) days after the grievant knew, or could reasonably be expected to have known of the event or condition upon which the alleged grievance is based, the grievant shall submit the grievance in writing to the immediate supervisor of the grievant and meet with the immediate supervisor of the grievant to attempt to resolve the alleged grievance. The written grievance shall set forth in a clear and concise manner the provision(s) alleged to have been violated, the circumstances involved, and the specific remedy sought. Appropriate grievance forms shall be provided by the District. The immediate supervisor of the grievant shall respond in writing within ten (10) days after the meeting. (The grievance form is attached to this agreement as Exhibit D.)

14.4.2 Level 2

If the grievance is not resolved at Level 1, the grievant shall within ten (10) days of receipt of the written response, or ten (10) days from when the response was due, submit a written Level 2 grievance to the President. (The grievance form is attached to this agreement as Exhibit D.)

The President shall have ten (10) days after receiving the grievance to render a written decision to the grievant. If the grievant is not satisfied with the decision, or if the President has not rendered a decision within the ten (10) day time limit, the grievant may appeal the decision in writing to the Chancellor, at Level 3, within ten (10) days.

14.4.3 Level 3

The appeal to Level 3 shall include a copy of the original grievance, the decision rendered at Level 2, if any, and the reasons for the appeal.

The Chancellor shall have ten (10) days after receiving the appeal to render a written decision to the grievant. If the grievant is not satisfied with the decision, or if the Chancellor has not rendered a decision within the ten (10) day time limit, the grievant may submit the grievance to arbitration. The grievant may bypass the arbitration process and proceed directly to Level 5. In either case, the action shall be taken within ten (10) days.

14.4.4 Level 4

The Level 4 arbitration shall be conducted in accordance with the Employment Arbitration Rules and Mediation Procedures of the American Arbitration Association (AAA) and the provisions of this procedure.

However, upon the mutual agreement of the District and the Association, the arbitration may proceed under the expedited rules of the AAA.

The arbitrator shall be selected from a list provided by the State Mediation & Conciliation Service (SMCS). The District and the Association shall make the arbitrator selection by eliminating names until only one (1) name remains. The one (1) remaining name shall be the arbitrator. The process of striking names shall occur within ten (10) days of receipt by both parties of the SMCS list. The arbitrator selected must be a member of the National Academy of Arbitrators. The request for a list of arbitrators from the SMCS shall request that the names provided be members of the National Academy of Arbitrators, have experience in education, and are licensed as an attorney.

The decision of the arbitrator shall be based solely on the evidence and testimony presented at the hearing and upon the contents of the briefs.

The arbitrator shall have no power to alter, amend, add to, subtract from, or disregard any of the terms of this Agreement, but shall determine only if there has been a violation of a provision(s) of this Agreement as alleged in the grievance. The arbitrator will be without power or authority to make any decision, which requires the commission of an act, prohibited by law or which is in violation of the terms of this Agreement.

The decision of the arbitrator shall be advisory only and shall be in the form of a written recommendation to the Board of Trustees. Copies of the decision shall be submitted to the District, the Association, and the grievant.

All fees and expenses of the arbitrator shall be shared equally by the District and the Association. Other expenses shall be borne by the party incurring them.

14.4.5 Level 5

The Board of Trustees shall consider the arbitrator's recommendation at its next regular meeting, provided at least ten (10) days have elapsed since receipt of the decision.

The Board of Trustees may implement the arbitrator's decision in whole or in part; may decide not to implement the decision; may meet with the parties to discuss other alternative solutions; or may take whatever other action it deems appropriate. The action of the Board of Trustees shall be final and binding.

In the case of a grievant who has appealed a decision of the Chancellor directly to Level 5, the Board of Trustees shall render its decision in writing within twenty (20) days of the day the Board heard the grievance. The action of the Board of Trustees shall be final and binding.

Should the Board reject an arbitrator's decision, which sustains the grievant, the grievant and/or the Association may appeal the Board's decision in a court of competent jurisdiction.

14.5 Reprisals

No reprisals of any kind will be taken by the District against any person who files a grievance, or any party in interest, any member of the Association or any other participant in the grievance procedures by reason of such participation.

ARTICLE 15. COMPETENCY AND FACULTY SERVICE AREAS

As required by Education Code sections 87743.1 and 87743.2, the parties agree that there will be one (1) faculty service area which encompasses the entire district, and that the term "faculty service area," as applied to members, shall mean all District programs in which full-time instructional faculty, counselors, and librarians are employed.

As required by Education Code section 87743.5, the parties agree that the word "competency" and the term "competency criteria", as applied to bargaining unit members, shall be tantamount to the possession of minimum qualifications for district employment as an instructional faculty, counselor, or librarian in accordance with Education Code sections 87355 and 87356.

ARTICLE 16. SAFETY

Employee safety is a primary concern of the Governing Board and the administration of the District and is of highest priority. The obligation of the District is to provide and maintain safe working conditions and equipment at all times and to comply with standards prescribed by applicable federal, state, and local laws and regulations affecting employee safety. Any employee who notices any unsafe conditions shall remedy and/or report the condition to the Vice Chancellor of Business Services or the Director of Maintenance and operations immediately.

ARTICLE 17. OFFSITE LOCATIONS

17.1 Offsite Assignments Other Than Correctional Institutions

17.1.1 Offsite locations are defined as any location not identified as a "college" or "center" by the State Chancellor's Office.

17.1.2 All offsite location assignments shall be voluntary unless necessary to make load, fulfill programmatic obligations, or the unit member was specifically recruited and hired for offsite locations.

17.1.2.1 Assignments may be part of the unit member's regular load or overload.

17.1.2.2 Faculty shall not be assigned to offsite locations to make load or fulfill programmatic obligations without consultation with the faculty member prior to assignment. Each college's Vice President of Instruction shall ensure that consultation has occurred and shall follow up on any concerns with the faculty member and, if necessary, with WHCFA.

17.1.2.3 Newly hired unit members specifically recruited and hired for offsite locations must be assigned to said location within the first year of hire, pending site approval.

17.1.3 Dual-enrollment offsite location assignments shall be subject to and conducted under the applicable College And Career Access Pathways (CCAP) Agreement. Unit members assigned to dual-enrollment offsite locations shall be provided an orientation prior to teaching at the offsite location.

17.1.4 No more than half of a unit member's regular load per semester may be made to offsite locations unless agreed to by the unit member.

17.2 Correctional Institution Assignments

17.2.1 Assignment

17.2.1.1 All offsite correctional institution assignments shall be voluntary, unless the unit member was specifically recruited, hired, and assigned offsite.

17.2.1.2 Newly hired unit members specifically recruited and hired for offsite correctional institution locations must be assigned to said location within the first year of hire, pending site approval.

17.2.1.3 Unit members hired to teach in a correctional institution shall not have their full load at a correctional institution.

17.2.1.4 The District will provide the Association an outline of any terms, compensation, safety conditions and other considerations relevant to a

face-to-face prison assignment prior to offering unit members said assignments. Onsite office hours are not required.

17.2.2 Security and Training

The District and the participating prison will coordinate to provide training in security procedures and protocols for the unit members who volunteer for a prison assignment. All costs shall be the responsibility of the District.

Prior to beginning their assignments, all unit members who have chosen to provide services at the prisons will be required to participate in training conducted by the CDCR, and will be compensated by the District at the current overload rate for such training.

Unit members who provide services are required to comply with established laws, regulations, and rules governing California State Prisons including those set forth by the Department of Corrections. This includes fingerprinting, background checks, and limitations on the types of materials that can be brought into the prisons.

Prison officials reserve the right to terminate a unit member's service at any time during an instructional or non-instructional assignment. Only in such cases where the cause for termination of services also constitutes grounds for termination under the Education Code could such assignment termination be grounds for District employee discipline procedures. The unit member will be paid only for services that were provided prior to the termination.

17.2.3 Compensation

As the procedures at both prisons require the passing through of many check points, handling of keys, and picking up and returning emergency signal devices, as well as the picking up of and returning of the facility's "chit" at a separate location from the classroom, all of which take additional time beyond the normal classroom prep and beyond the normal arrival/departure time for typical instructional duties, the faculty member will be compensated for an amount equal to one-half hour of the current overload rate regardless of the actual time taken per day.

Because of the unique situation of providing instruction in a prison environment, unit members will be paid at their hourly rate for any additional time spent at the prison facility beyond the time allotted to the assignment due to a lockdown or other security event rounded up to increments of one-half hour.

ARTICLE 18. SEVERABILITY AND SAVINGS

If any provision of this Agreement or any application of a provision of this Agreement to any employee or group of employees is held invalid by operation of law or by a court of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE 19. EFFECT OF AGREEMENT

It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures and over state laws to the extent permitted by state law and that in the absence of specific provisions in the Agreement, applicable state laws and District policies shall be in effect.

ARTICLE 20. DISTANCE LEARNING

20.1 Preamble

Distance Learning is defined as when the instructional faculty and student are separated geographically and any portion of the classroom instruction during the course term is taught through the use of technology.

The District reserves the right to offer Curriculum Committee approved courses in any modality that best meets the needs of the student. The District may consider schedule, faculty preference, student preference, historical patterns of class offering and available technology in determining how a class will be offered.

20.2 Online Instructional Faculty Qualifications

Faculty members who wish to teach an online course for the first time are required to take a District-approved or provided course or courses in instructing distance learning courses or otherwise provide verification of proficiency as a means to enhance their eligibility to teach in the online modality. Those faculty who have previously taught online courses may be required to undergo additional training as needed to meet regulatory requirements and curricular standards.

20.3 Compensation/Workload

20.3.1 An instructional faculty member who teaches a course delivered entirely in an asynchronous online mode for the first time will be compensated at one and one-half (1 ½) times the regular unit load for that course, on the condition that the instructional faculty member agrees to teach that course in that mode for a minimum of two (2) semesters within a period of two (2) consecutive years.

20.3.2 An instructional faculty member who teaches a course delivered entirely in a Two-Way Video Conference mode will be compensated by a stipend of two hundred and fifty dollars ($250.00) in addition to regular unit load for that course conditioned upon reaching a minimum class size of thirty five students.

20.3.3 The compensation/workload provisions (Section 20.3.1 and 20.3.2) shall not apply to instruction using hybrid modality.

20.4 Class Size

20.4.1 Modalities

20.4.1.1 Asynchronous Online Modality: For courses fully taught in an asynchronous online mode, enrollment shall be limited to a maximum of 50* students per section, unless agreed upon by both the faculty member and the District. (*Except as noted in existing or current class size limitations, i.e., English)

If on the census date, the enrollment is at 51 or more students in a section, the faculty member instructing that section will receive a stipend of $1250. An additional $1250 stipend will be awarded for every ten students enrolled above 60 in the section. E.g.:

Students	Stipend
51-60	$1250
61-70	$1250
71-80	$1250
Etc.	

20.4.1.2 Two-Way Video Conference or Synchronous Online Mode: For courses fully taught in Two-Way Video conference or synchronous online mode, enrollment shall be limited to a maximum of 50* students per section. (*Except as noted in existing or current class size limitations, i.e., English.) If the class size on all sides combined exceeds 50* students, then at the District's discretion either: 1) the class will be split and an instructional faculty member will be assigned to each section so that the number of students is less than 50* or 2) the faculty member instructing that section will receive a stipend of $1250. An additional $1250 stipend will be awarded for every ten students enrolled above 60 in the section. E.g.:

Students	Stipend
51-60	$1250
61-70	$1250
71-80	$1250
Etc.	

20.5 Technological and Instructional Support

20.5.1 Technical support will be available to faculty, students and staff for all distance education.

20.5.2 Instructional aides shall not be utilized to increase the number of students in relation to the number of distance learning instructional faculty member pursuant to California Education Code section 88242.

20.5.3 In the event the College District employs instructional aides to assist distance learning instructional faculty members in the performance of their duties and in the supervision of students and in instructional tasks which, in the judgment of the faculty to whom the instructional aide is assigned, may be performed by a person not qualified as classroom instructional faculty member, the faculty member shall retain responsibility for the instruction and supervision of the students in his or her charge pursuant to California Education Code section 88244.

20.6 Intellectual Property and Ownership and Use Rights to Distance Learning Materials

The rights and ownership of intellectual property as between any member of the bargaining unit and the District shall be governed by the applicable provisions of state and federal law and as follows. Distance Learning Courses created by District employees shall be subject to the copyright and ownership provisions herein. Copyrighted materials or materials, which can be copyrighted fall under the copyright provisions herein.

20.6.1 Intellectual Property Defined

Intellectual property shall be defined as follows: Inventions, discoveries, works of authorship and/or other creative works that may be subject to protection under federal or state patent, copyright, trademark, and/or trade secret laws arising from or related to the works or efforts of faculty. Intellectual property as used in this Agreement shall be one of three (3) types:

(1) Independent faculty efforts: Properties created by the faculty member in the fulfillment of the faculty member's normal duties and responsibilities, without any significant District support, nor commissioned by the District.

(2) Works for hire: District-commissioned projects, which are the result of the faculty member and the District knowingly, and voluntarily entering into a written agreement to create a specific intellectual property. Such efforts are not in fulfillment of the faculty member's normal duties and responsibilities. They are not normal research or instructional assignments.

(3) Joint efforts: Works created by faculty members with the support of the District. Joint efforts occur when the faculty member and the District jointly create an intellectual property as part of the fulfillment of the faculty member's normal duties and responsibilities.

20.6.2 District Support Defined

As referred to herein, District support may include funding, release time, use of District laboratories, computers, supplies, staff, facilities, printing services, and the like. District support shall also include support provided by another organization when administered or controlled by the district. Significant support shall include $5,000 or more in un-reimbursed use, other than incidental uses (use of public facilities and normal services including library and computer use) in connection with the work. Significant use of District facilities means extensive unreimbursed use of laboratory, studio, or computer facilities, or human resources. Sabbatical/Faculty Improvement Leaves, Research Professorships, and reassigned time for normal duties are specifically excluded from consideration as significant use.

20.6.3 Copyright Ownership

Individual faculty efforts are owned by the faculty creator. Works-for-hire by the District are owned by the District. Joint efforts are owned by the faculty creator.

20.6.4 Distribution of Revenues

All revenues derived from independent faculty efforts shall belong to the faculty member who created it. For works for hire and joint efforts:

(1) The first $5,000 gross revenues shall be paid to the faculty creator.

(2) Thereafter, the District shall be reimbursed for all documented expenses from revenues in excess of $5,000.

(3) Thereafter, for all revenues up to $50,000, 90% shall be distributed to the faculty creator, 10% to the District. For all revenues in excess of $50,000, 75% shall be distributed to the faculty creator, and 25% to the District.

20.6.5 Computer Software

Such products may be copyright, patent, or trade secret work and shall be allocated accordingly.

20.6.6 Ownership and Use Rights of Distance Learning Materials

To the extent that the District owns the Intellectual Property Rights in and to the Distance Learning Materials, the District agrees to grant the following use rights to the faculty creator without the faculty creator obtaining permission from the District:

20.6.6.1 to make reproductions of the Distance Learning Materials to use in instructing, scholarship, and research;

20.6.6.2 to borrow portions of the Distance Learning Materials for use in compilations or other composite works;

20.6.6.3 to make derivative works of any kind and in any form such as translations, films and scripts;

20.6.6.4 to alter the Distance Learning Materials, add to the work, or update the content of the Distance Learning Materials;

20.6.6.5 to be identified as the faculty creator of the Distance Learning Materials, including the right to decide whether to allow the faculty creator’s name to be displayed in association with the District’s logo;

20.6.6.6 to use the Distance Learning Materials in connection with one’s profession, that is, during expert witness testimony, in consulting, etc.;

20.6.6.7 to be informed, in advance, of any uses, reproductions, distributions, and dispositions of the Distance Learning Materials by the District;

20.6.6.8 to have exclusive control of all decisions made related to the publishing of instructional materials.

To the extent that the faculty creator owns the Intellectual Property Rights in and to the Distance Learning Materials, the faculty creator agrees to grant unlimited use rights to the District, including those rights set forth above, and the rights to receive and use all adaptations, editions and successor products related to the copyrighted materials limited to any date upon which the faculty creator separates from employment with the District.

ARTICLE 21. MISCELLANEOUS

The parties relinquish the right to meet and negotiate on any subject during the term of this Agreement, whether or not the subject is referred to or covered in this Agreement except as otherwise provided in this provision. However, any portion of this Agreement may be reopened at any time by the mutual consent of the parties

This Agreement shall continue in effect year-to-year unless modified by written agreement of the parties.

ARTICLE 22. STUDENT GRIEVANCE/COMPLAINT PROCEDURE

Student grievances and complaints shall be handled in accordance with applicable board policies and administrative procedures, including but not limited to Administrative Procedures 3410, 3435 and 5530. The outcome of any investigation into any student grievance or complaint will not be considered during an evaluation pursuant to Article 4 of this Agreement of for disciplinary purposes, or be placed in the personnel file unless and until the District follows the procedures set forth in Education Code.

Nothing in this Agreement shall preclude the District from, at its option or discretion, meeting with and/or providing written guidance to a unit member, short of issuing a Notice of Unprofessional Conduct or Unsatisfactory Performance pursuing additional disciplinary procedures as provided in the Education Code, on ways in which the unit member can correct the behavior.

ARTICLE 23. TERM

This agreement shall become effective on July 1, 2022 and shall continue in full force and effect up to and including June 30, 2025. Both parties agree to reopen Article 8 for 2023-2024 and 2024-2025.

SIGNATURE PAGE

FOR THE DISTRICT:

Dr. Kristin Clark
Chancellor

Date: 11/21/2023

FOR WHCFA:

David Gejeian

David Gejeian
WHCFA President

Date: 11/20/2023

EXHIBIT "A"
EVALUATION FORMS
West Hills College
Faculty Self-Assessment and Professional Development Goals/Plans Form

Instructional Faculty _____ Semester _____
Year_____

Instructions: This form is to be completed by non-tenured faculty members each year of evaluation for use by the evaluation team. Please feel free to include additional pages if necessary.

1. Write a summary of the results of your students' evaluations. Describe any issues brought by the students that might lead you to change your instructing in the future.

2. Write a summary of your participation in the student learning outcome process for your courses and in dialogue regarding success, retention, and persistence data.

3. Evaluate classroom performance.

4. In what ways might the college be helpful to you in relation to the improvement of your instruction and/or classroom? Have you utilized the available resources, (i.e. colleagues, counselors, administrators, library, Basic Skills Program, Computer labs, Employee Scholarship Program, etc.)?

5. Describe any activities/committees not necessarily related to your classroom instruction, in which you participated.

6. Since the last evaluation period, what have you done that demonstrates continued professional growth? (Faculty who have not previously completed a *self-assessment and* professional development goals/plans form should include any professional development activities.)

7. List the professional development goals you expect to undertake during the next evaluation period.

8. Describe how you plan to achieve each goal. How might the college facilitate this?

9. How will you evaluate your successes in reaching <u>each</u> goal?

EXHIBIT "A"
EVALUATION FORMS
Student Evaluation Forms

Instructor _____ Course_____

1. Course learning objectives, student learning outcomes, grading procedures, etc. follow the criteria explained in the course syllabus.

Strongly Agree				**Strongly Disagree**	**Not Applicable**
1	**2**	**3**	**4**	**5**	**N/A**

2. The textbook relates to the course.

Strongly Agree				**Strongly Disagree**	**Not Applicable**
1	**2**	**3**	**4**	**5**	**N/A**

3. The material presented in class relates to the class subject.

Strongly Agree				**Strongly Disagree**	**Not Applicable**
1	**2**	**3**	**4**	**5**	**N/A**

4. The instructor meets the class during the scheduled time.

Strongly Agree				**Strongly Disagree**	**Not Applicable**
1	**2**	**3**	**4**	**5**	**N/A**

5. The instructor holds class for the entire scheduled time.

Strongly Agree				**Strongly Disagree**	**Not Applicable**
1	**2**	**3**	**4**	**5**	**N/A**

6. The instructor is enthusiastic about his/her subject.

Strongly Agree				**Strongly Disagree**	**Not Applicable**
1	**2**	**3**	**4**	**5**	**N/A**

7. The instructor presents ideas and theories clearly.

Strongly Agree				**Strongly Disagree**	**Not Applicable**
1	**2**	**3**	**4**	**5**	**N/A**

8. The instructor makes good use of examples and illustrations.

Strongly Agree				**Strongly Disagree**	**Not Applicable**
1	**2**	**3**	**4**	**5**	**N/A**

9. Class presentations are well planned and organized.

Strongly Agree				**Strongly Disagree**	**Not Applicable**
1	**2**	**3**	**4**	**5**	**N/A**

10. Assignments are related to the class subject.

Strongly Agree				**Strongly Disagree**	**Not Applicable**
1	**2**	**3**	**4**	**5**	**N/A**

11. Exams reflect the class subject.

Strongly Agree				**Strongly Disagree**	**Not Applicable**
1	**2**	**3**	**4**	**5**	**N/A**

12. Tests and assignments are returned to students within a reasonable amount of time.

Strongly Agree				**Strongly Disagree**	**Not Applicable**
1	**2**	**3**	**4**	**5**	**N/A**

13. The instructor encourages discussion.

Strongly Agree				**Strongly Disagree**	**Not Applicable**
1	**2**	**3**	**4**	**5**	**N/A**

14. The instructor accepts expressions of opinions differing from his/her own.

Strongly Agree				**Strongly Disagree**	**Not Applicable**
1	**2**	**3**	**4**	**5**	**N/A**

15. The instructor is available for individual assistance.

Strongly Agree				**Strongly Disagree**	**Not Applicable**
1	**2**	**3**	**4**	**5**	**N/A**

16. I would take class from this instructor again.

Strongly Agree				**Strongly Disagree**	**Not Applicable**
1	**2**	**3**	**4**	**5**	**N/A**

17. Write what you like about this course.

18. Write what could be improved about this course.

West Hills College
Faculty Team Evaluation Form

Faculty Member	**Reviewer**
Course Title	**Date**
Observation Type **☐ Lecture ☐ Laboratory**	**Delivery Mode** **☐Face to Face ☐Video Conference** **☐Online ☐Hybrid**

Materials Review
The faculty member will provide a copy of the syllabus for the classroom observation.

Materials	Exceeds Standard	Meets Standard	Needs Improvement	Does Not Meet Standard	Not Applicable
1. The syllabus effectively describes course content, objectives, SLO's, grading policies, etc., and reflects content from the approved course outline					
2. The faculty member's expectations and assessments are clear and appropriate for demonstrating student learning.					
3. The syllabus states the availability of accommodations for students with disabilities.					
Materials Comments:					

Classroom Observation

Structure and Goals	Exceeds Standard	Meets Standard	Needs Improvement	Does Not Meet Standard	Not Applicable
4. The objective of the lesson was clearly stated.					
5. The lesson showed clear signed of planning and organization.					
6. The lesson was appropriate with approved course outline content.					
7. Examples were used to clarify abstract or difficult ideas.					
8. Methods of presentation were appropriate and easily accessible for material covered and student needs.					
9. Visual aids were supportive, robust, and appropriate for content presented.					
10. Information and materials presented were relevant and supportive of stated lessons objectives.					
11. Instructional aids, technology, and student required materials (textbooks, manual, etc.) were appropriately					

integrated into the lesson.					
12. Material was presented in an appropriate manner for the course level.					
13. Supplemental resources were provided as appropriate.					
14. Faculty member demonstrated effective classroom management techniques and maintained supervision at all times while in the classroom.					
15. Major points were summarized.					
16. In all classes, a concern for safety was demonstrated and enforced.					
Structure and Goals Comments:					

Behaviors	Exceeds Standard	Meets Standard	Needs Improvement	Does Not Meet Standard	Not Applicable
17. Faculty member's verbal deliver, including voice level, tone, and projection was					

understandable and appropriate.					
18. Faculty member's non-verbal delivery, including mannerisms and physical demeanor, was appropriate.					
19. Faculty member demonstrated awareness and/or sensitivity to cultural, ethnic, and gender differences.					
Behaviors Comments:					

Faculty and Student Rapport	Exceeds Standard	Meets Standard	Needs Improvement	Does Not Meet Standard	Not Applicable
20. Faculty encouraged student participation by inviting questions and encouraging discussion feedback.					
21. Faculty encouraged alternate and/or opposing views, independent thinking, and differences of opinion.					
22. Faculty created and maintained a positive learning environment.					
23. Faculty and students demonstrated					

respect for each other.					
24. Faculty was enthusiastic about course content.					
Faculty and Student Rapport Comments:					

Professional Expertise	**Exceeds Standard**	**Meets Standard**	**Needs Improvement**	**Does Not Meet Standard**	**Not Applicable**
25. Faculty demonstrated adequate and up-to-date knowledge of materials presented.					
26. Material presented was appropriate for course level.					
Professional Expertise Comments:					

Responsibilities Outside of Classroom Instruction (Peer reviewers may comment where appropriate)	**Exceeds Standard**	**Meets Standard**	**Needs Improvement**	**Does Not Meet Standard**	**Not Applicable**
27. Meets record-keeping obligations on time, e.g. grades, rosters, textbook/supply orders, adds/drops, and requisitions.					
28. Maintains office hours in accordance with District requirements.					

29. Continued participation in self-initiated professional development activities such as course work, attendance at workshops, seminars, professional meetings, publications, artistic exhibits/ performances, classroom research, or community involvement specific to academic and/or career area, and other appropriate activities.					
30. Active participation in collegial governance and campus life including service on committees, advising student clubs, etc.					
31. Success and effectiveness in participating in the Student Learning Outcomes process.					
32. Faculty effectively developed Student Learning Outcomes.					
33. Faculty effectively assessed Student Learning Outcomes.					

34. Faculty effectively utilizes student support services such as counselor early alerts, SI/tutoring referrals, progress reports, etc.					
35. Faculty effectively participates in discipline discussions with regard to retention, success, persistence and grade data as a tool for student improvement.					
36. Faculty member effectively participates in relevant and current discipline curriculum discussions at assigned meetings.					
37. Faculty member effectively keeps curriculum material relevant and up-to-date.					
38. For special assignments, performs assigned duties.					
39. Faculty member participates in program review.					
40. For special assignments, performs appropriate record keeping, correspondence, coordination and reporting.					

Responsibilities Outside of Classroom Comments:

41. What specific strengths did you identify in this faculty member?

42. Please list any specific changes needed to strengthen this faculty member's effectiveness.

43. Please list any other suggestions for improvement.

44. Other comments or suggestions?

Overall Observation Assessment	**☐Exceeds standard**	**☐Meets standard**	**☐Needs improvement**	**☐Does not meet standard**

Recommended for continuing tenure track	**☐Yes**	**☐No**	**☐N/A**

EXHIBIT "A" EVALUATION FORMS
Team Evaluation Check-Off
For Faculty

Instructional Faculty	**Administrative Evaluator**
	Peer Reviewer
	Peer Reviewer

1. Pre-Observation Conference

Administrative Evaluator	**Date**
Peer Reviewer	**Date**
Peer Reviewer	**Date**
Instructional Faculty	**Date**

2. Observation of instructional faculty {The observation must be completed within 25 working days of the pre-observation meeting.)

Administrative Evaluator	**Date**
Peer Reviewer	**Date**
Peer Reviewer	**Date**

3. Post-Observation Conference (The post-observation meeting must be completed within 20 work days of the observations or 10 workdays prior to the end of the semester, whichever is later.)

Administrative Evaluator	**Date**

EXHIBIT "A" EVALUATION FORMS
Team Evaluation Check-Off for Faculty

Peer Reviewer	**Date**
Peer Reviewer	**Date**
Instructional Faculty	**Date**

4. **Evaluation Form to Unit Member (Observation forms should be forwarded to the entire evaluation team, including the unit member being evaluated, within three (3) work days of the observation visitation.)**

Instructional Faculty	**Date**

5. **Changes in Written Remarks (The evaluator and unit member may agree to changes in the written remarks of the evaluation, in which case it shall be redrafted and submitted to the entire evaluation team, including the unit member being evaluated within 5 working days of the post observation meeting.)**

Administrative Evaluator	**Date**

The unit member shall sign and return the re-drafted, final evaluation form within 5 working days.

Instructional Faculty	**Date**

6. **Negative Evaluation: If the unit member receives an overall assessment of "needs improvement" or "does not meet standard," the evaluator and unit member shall meet within 15 working days of the post-evaluation conference to develop a written, detailed plan for remediation of the deficiencies upon which a negative evaluation was based.**

Administrative Evaluator	**Date**
Instructional Faculty	**Date**

<u>Evaluation Summary</u> (Use additional sheet as needed.)

West Hills Community College
Counseling/Non-Instructional Team Evaluation Form

Faculty Member	**Reviewer**
Observation Type **☐Individual ☐Group**	**Date**

Structure and Goals	**Exceeds Standard**	**Meets Standard**	**Needs Improvement**	**Does Not Meet Standard**	**Not Applicable**
1. Activity showed clear signs of planning and organization.					
2. Faculty provided accurate information about services, programs (including transfer and certification options), courses, and four year college and/or employment options.					
3. Information and materials presented were relevant and supportive of student needs.					
4. Faculty member made certain the student understood all important material.					
5. Faculty member met appointments and demonstrated effective use of time.					
6. Faculty member helped student achieve a clear understanding of his/her educational goals.					

7. Faculty member identified students in need of Student Educational Plans.					
8. Faculty member assisted students with the Student Educational Plan, as appropriate.					
9. Faculty member referred students to applicable interventions where needed.					
10. Faculty member assisted and identified needs of students wishing to transfer, as appropriate.					
11. Faculty member identified and assisted students with the completion of a degree.					
Structure and Goals Comments					

Behaviors	**Exceeds Standard**	**Meets Standard**	**Needs Improvement**	**Does Not Meet Standard**	**Not Applicable**
12. Delivery of information was effective and understandable.					
13. Faculty listened carefully to the student.					
14. Rate and tone of oral delivery were effective.					
15. Language used was appropriate and understandable for the student.					

16. Faculty exhibited a poised demeanor.					
17. Faculty member demonstrated awareness and/or sensitivity to cultural, ethnic, disability, and gender differences.					
Behaviors Comments					

Faculty and Student Rapport	**Exceeds Standard**	**Meets Standard**	**Needs Improvement**	**Does Not Meet Standard**	**Not Applicable**
18. Faculty member was approachable.					
19. Questions were encouraged and answered clearly.					
20. Faculty member demonstrated genuine interest and concern.					
21. Faculty member made the student feel comfortable and at ease.					
22. Faculty member and student demonstrated respect for each other.					
23. Faculty member demonstrated respect for the students' opinions and circumstances.					
Faculty and Student Rapport Comments					

Professional Expertise	Exceeds Standard	Meets Standard	Needs Improvement	Does Not Meet Standard	Not Applicable
24. Faculty demonstrated adequate and up-to-date knowledge of topics discussed.					
25. Material presented was appropriate for student level.					
26. Faculty member provided appropriate advice on student academic placement and prerequisites.					
Professional Expertise Comments					

Responsibilities Outside of Student Contact (Peer Reviewers may comment where appropriate)	Exceeds Standard	Meets Standard	Needs Improvement	Does not Meet Standard	Not Applicable
27. Maintains proper documentation in student files as required.					
28. Faculty member is proficient in computer operations using the Windows environment, web navigation, email, and REG365.					
29. Continued participation in self-initiated professional development activities such as attendance at workshops, seminars, professional meetings, publications, conference					

participations, artistic exhibits/performances, classroom research, community involvement specific to academic and/or career area, and other appropriate activities.					
30. Active participation in collegial governance and campus life including service on committees, advising student clubs, etc.					
31. Success and effectiveness in participating in the Student Learning Outcomes process.					
32. Faculty effectively developed Student Learning Outcomes.					
33. Faculty effectively assessed Student Learning Outcomes.					
34. Faculty member effectively participates in relevant and current discipline curriculum discussions at assigned meetings.					
35. Faculty member effectively keeps curriculum material relevant and up-to-date.					
36. For special assignments, performs assigned duties.					

37. Faculty member participates in program review.					
38. For special assignments, performs appropriate record keeping, correspondence, coordination and reporting.					
39. Faculty member participated as a counseling team member.					
40. Faculty member worked with colleagues in identifying and supporting at-risk students.					
41. Faculty member participates in counseling discussions with regard to completion rates, including rates for at-risk students.					
42. Faculty member engages in outreach efforts as directed by the VPSS.					
Responsibilities Outside of Student Contact Comments					

43. What specific strengths did you identify in this faculty member?

44. Please list any specific changes needed to strengthen this faculty member's effectiveness.

45. Please list any other suggestions for improvement.

46. Other comments or suggestions?

Overall Observation Assessment	**☐Exceeds standard**	**☐Meets standard**	**☐Needs improvement**	**☐Does not meet standard**

Recommended for continuing tenure track	**☐Yes**	**☐No**	**☐N/A**

West Hills Community College
Librarian Team Evaluation Form

Faculty Member	**Reviewer**
Observation Type **☐Student Interaction ☐Workshop** **☐Orientation** **☐Other (please specify)**	**Date**

Reference Assistance	**Exceeds Standard**	**Meets Standard**	**Needs Improvement**	**Does Not Meet Standard**	**Not Applicable**
1. Effectively assisted student in determining research needs.					
2. Gave clear and thorough instructions.					
3. Demonstrated currency and knowledge of library resources.					
4. Used sources appropriate for student needs.					
Reference Assistance Comments					

Group Instruction	**Exceeds Standard**	**Meets Standard**	**Needs Improvement**	**Does Not Meet Standard**	**Not Applicable**
5. Clearly stated objective of group session.					
6. Presented material effectively using appropriate formats.					
7. Material and content demonstrated clear signs of planning and organization.					

8. Material presented was appropriate for group level and goals.					
Group Instruction Comments					

Interaction with Students	**Exceeds Standard**	**Meets Standard**	**Need Improvement**	**Does Not Meet Standard**	**Not Applicable**
9. Faculty member was approachable and friendly.					
10. Faculty member and student(s) demonstrated respect for each other.					
11. Faculty member provided an opportunity for questions and student engagement.					
12. Faculty member demonstrated awareness and/or sensitivity to cultural, ethnic, and gender differences.					
Interactions with Students Comments					

Professional Expertise	**Exceeds Standard**	**Meets Standard**	**Needs Improvement**	**Does Not Meet Standard**	**Not Applicable**
13. Faculty participated in collection development.					
14. Implemented projects that contribute to library development (book					

lists, electronic sources, etc.)					
15. Demonstrated currency and depth of knowledge in librarianship.					
16. Worked with faculty in developing library activities and materials that support instruction.					
17. Faculty demonstrated adequate and up-to-date knowledge of materials presented.					
Professional Expertise Comments					

Responsibilities Outside of Student Contact (Peer Reviewers may comment where appropriate)	**Exceeds Standard**	**Meets Standard**	**Needs Improvement**	**Does Not Meet Standard**	**Not Applicable**
18. Maintains proper records and documentation as required.					

19. Continued participation in self-initiated professional development activities such as course work, attendance at workshops, seminars, professional meetings, publications, conference participations, artistic exhibits/performance, classroom research, or community involvement specific to academic and /or career area, and other appropriate activities.					
20. Active participation in collegial governance and campus life including service on committees.					
21. Success and effectiveness in participating in the Student Learning Outcomes process.					
22. Faculty effectively developed Student Learning Outcomes.					
23. Faculty effectively assessed Student Learning Outcomes.					
24. Faculty member effectively participates in relevant and current discipline curriculum discussions at assigned meetings.					
25. Faculty member effectively keeps curriculum material relevant and up-to-date.					

26. For special assignments, performs assigned duties.					
27. Faculty member participates in program review.					
28. For special assignments, performs appropriate record keeping, correspondence, coordination and reporting.					
Responsibilities Outside of Student Contact Comments					

29. What specific strengths did you identify in this faculty member?

30. Please list any specific changes needed to strengthen this faculty member's effectiveness.

31. Please list any other suggestions for improvement.

32. Other comments or suggestions?

Overall Observation Assessment	**☐Exceeds standard**	**☐Meets standard**	**☐Needs improvement**	**☐Does not meet standard**

Recommended for continuing tenure track	**☐Yes**	**☐No**	**☐N/A**

EXHIBIT "A"
EVALUATION FORMS

Online Course Student Evaluation

Question 1 **Multiple Choice**

Text(s) and/or other instructional materials related to the course.

- ❍ Strongly agree
- ❍ Agree
- ❍ Disagree
- ❍ Strongly disagree
- ❍ No opinion or not applicable

Question 2 **Multiple Choice**

The course syllabus adequately explained learning objectives, grading procedures, **Student Learning Outcomes**, and course policies.

- ❍ Strongly agree
- ❍ Agree
- ❍ Disagree
- ❍ Strongly disagree
- ❍ No opinion or not applicable

Question 3 **Multiple Choice**

Course assignments were appropriate **to class subject**.

- ❍ Strongly agree
- ❍ Agree
- ❍ Disagree
- ❍ Strongly disagree
- ❍ No opinion or not applicable

Question 4 **Multiple Choice**

Course was well organized.

- ❍ Strongly agree
- ❍ Agree
- ❍ Disagree
- ❍ Strongly disagree
- ❍ No opinion or not applicable

Question 5 **Multiple Choice**

Tests and assignments were returned within a reasonable amount of time.

- ❍ Strongly agree
- ❍ Agree
- ❍ Disagree
- ❍ Strongly disagree
- ❍ No opinion or not applicable

Question 6 **Multiple Choice**

The exams reflect class content.

- ❍ Strongly agree
- ❍ Agree
- ❍ Disagree
- ❍ Strongly disagree
- ❍ No opinion or not applicable

Question 7 **Multiple Choice**

The instructor encouraged student interest and intellectual effort.

- ❍ Strongly agree
- ❍ Agree
- ❍ Disagree
- ❍ Strongly disagree
- ❍ No opinion or not applicable

Question 8 **Multiple Choice**

The instructor encouraged students to ask questions and participate in online learning activities.

- ❍ Strongly agree
- ❍ Agree
- ❍ Disagree
- ❍ Strongly disagree
- ❍ No opinion or not applicable

Question 9 **Multiple Choice**

The instructor encouraged individual thinking and differences of opinion.

- ❍ Strongly agree
- ❍ Agree
- ❍ Disagree
- ❍ Strongly disagree
- ❍ No opinion or not applicable

Question 10 **Multiple Choice**

The instructor provided effective online contributions and sites.

- ❍ Strongly agree
- ❍ Agree
- ❍ Disagree
- ❍ Strongly disagree
- ❍ No opinion or not applicable

Question 11 **Multiple Choice**

The instructor maintained an online course environment conducive to learning.

- ❍ Strongly agree
- ❍ Agree
- ❍ Disagree
- ❍ Strongly disagree
- ❍ No opinion or not applicable

Question 12 **Multiple Choice**

The instructor presented ideas and theories clearly.

- ❍ Strongly agree
- ❍ Agree
- ❍ Disagree
- ❍ Strongly disagree
- ❍ No opinion or not applicable

Question 13 **Multiple Choice**

The instructor was accessible for individual communication.

- ❍ Strongly agree
- ❍ Agree
- ❍ Disagree
- ❍ Strongly disagree
- ❍ No opinion or not applicable

Question 14 **Multiple Choice**

The instructor provided course materials regularly and on time.

- ❍ Strongly agree
- ❍ Agree
- ❍ Disagree
- ❍ Strongly disagree
- ❍ No opinion or not applicable

Question 15 **Multiple Choice**

I would take a class from this instructor again.

- ❍ Strongly agree
- ❍ Agree
- ❍ Disagree
- ❍ Strongly disagree
- ❍ No opinion or not applicable

Question 16 **Essay**

What did you like about this course?

Question 17 **Essay**

What about this course could be improved?

EXHIBIT "A" EVALUATION FORMS
Procedures for Counselor Performance Evaluations

Student Evaluations

1. **Student evaluations will be completed during a 4-week period in the same semester the formal evaluation is conducted.**

2. **Student evaluations will be completed in October for evaluations conducted during the fall semester and from mid-March through mid-April for evaluations conducted during the spring semester.**

3. **All students seen by the counselor during the 4-week period will complete the evaluation form.**

4. **Evaluation forms will be given to each student by an assigned secretarial/clerical employee when the student leaves the counseling session. The secretarial/clerical employee will ask the student to complete the evaluation before leaving the counseling area.**

5. **The evaluation form will be returned to the secretarial/clerical employee who will place it in an envelope.**

6. **The secretarial/clerical employee will keep all completed evaluation forms in the envelope during the 4-week evaluation period.**

7. **At the end of the 4-week period, the secretarial/clerical employee will send the completed evaluation forms to the Dean of Students who will compile the results and distribute the results to the counselor being evaluated and to each member of the evaluation team.**

Peer Evaluations

1. **Each member of the evaluation team will observe one separate counseling session during the 4-week period and will complete an evaluation form for the session.**

EXHIBIT "A" **EVALUATION FORMS**
West Hills Community College District
Student Evaluation of Counseling Faculty

Counselor: _____

Date: _____

Your honest and thoughtful answers will provide useful information to your counselor. Please respond to the following statements based on your experiences with the above named counselor.

1. Counselor is available during scheduled appointment hours.

Strongly Agree				**Strongly Disagree**	**Not Applicable**
1	**2**	**3**	**4**	**5**	**N/A**

2. Counselor showed genuine interest and concern.

Strongly Agree				**Strongly Disagree**	**Not Applicable**
1	**2**	**3**	**4**	**5**	**N/A**

3. Counselor listened carefully to what you had to say.

Strongly Agree				**Strongly Disagree**	**Not Applicable**
1	**2**	**3**	**4**	**5**	**N/A**

4. Counselor made you feel comfortable and at ease.

Strongly Agree				**Strongly Disagree**	**Not Applicable**
1	**2**	**3**	**4**	**5**	**N/A**

5. Counselor showed respect for you, and your opinion and your circumstances.

Strongly Agree				**Strongly Disagree**	**Not Applicable**
1	**2**	**3**	**4**	**5**	**N/A**

6. Counselor communicated effectively with you.

Strongly Agree				**Strongly Disagree**	**Not Applicable**
1	**2**	**3**	**4**	**5**	**N/A**

7. Counselor provided information about specific services, programs and courses that you asked about.

Strongly Agree				**Strongly Disagree**	**Not Applicable**
1	**2**	**3**	**4**	**5**	**N/A**

8. Counselor provided information about career/vocational programs offered at the college.

Strongly Agree				**Strongly Disagree**	**Not Applicable**
1	**2**	**3**	**4**	**5**	**N/A**

9. Counselor provided information about courses and programs of study at four-year colleges and universities.

Strongly Agree				**Strongly Disagree**	**Not Applicable**
1	**2**	**3**	**4**	**5**	**N/A**

10. Counselor helped you achieve a clear understanding of your educational goals at West Hills College.

Strongly Agree				**Strongly Disagree**	**Not Applicable**
1	**2**	**3**	**4**	**5**	**N/A**

11. Counselor helped you plan your program consistent with your educational/career goals.

Strongly Agree				**Strongly Disagree**	**Not Applicable**
1	**2**	**3**	**4**	**5**	**N/A**

12. I would return to this counselor for further assistance.

Strongly Agree				**Strongly Disagree**	**Not Applicable**
1	**2**	**3**	**4**	**5**	**N/A**

Additional Comments:

EXHIBIT "B"

WEST HILLS COMMUNITY COLLEGE DISTRICT
INSTRUCTIONAL CALENDAR
2023-24

2023 SUMMER SESSION

May 29 – August 4	Instruction Begins/Ends
June 19	Juneteenth Observed
July 4	Independence Day Observed

2023 FALL SEMESTER

August 10	TH	Professional Dev Day, No Classes (Flex)
August 11	F	Professional Dev Day, No Classes (Duty)
August 14	M	Instruction Begins
September 4	M	Labor Day, No Classes
October 16	M	Second 9-week Classes Begin
November 10	F	Veteran's Day Observed, No Classes
November 23-24	TH-F	Thanksgiving, No Classes
December 11-15	M-F	Finals Week

Total Instruction Days: 87

2024 SPRING SEMESTER

January 11	TH	Professional Dev Day, No Classes (Flex)
January 12	F	Professional Dev Day, No Classes (Duty)
January 15	M	Martin Luther King Day, No Classes
January 16	T	Instruction Begins
February 9	F	Lincoln's Day Observed, No Classes
February 19	M	Washington's Day Observed, No Classes
March 18	M	Second 9-week Classes Begin
March 25-29	M-F	Spring Recess
May 20-24	M-F	Finals Week
May 23	TH	WHC Coalinga Commencement
May 24	F	WHC Lemoore Commencement

Total Instruction Days: 88

Approved by the Board of Trustees:

EXHIBIT "B"

WEST HILLS COMMUNITY COLLEGE DISTRICT
INSTRUCTIONAL CALENDAR
2024-25

2024 SUMMER SESSION

May 27 – August 2	Instruction Begins/Ends
June 19	Juneteenth Observed
July 4	Independence Day Observed

2024 FALL SEMESTER

August 8	TH	Professional Dev Day, No Classes (Flex)
August 9	F	Professional Dev Day, No Classes (Duty)
August 12	M	Instruction Begins
September 2	M	Labor Day, No Classes
October 14	M	Second 9-week Classes Begin
November 11	M	Veteran's Day Observed, No Classes
November 28-29	TH-F	Thanksgiving, No Classes
December 9-13	M-F	Finals Week

Total Instruction Days: 87

2025 SPRING SEMESTER

January 9	TH	Professional Dev Day, No Classes (Flex)
January 10	F	Professional Dev Day, No Classes (Duty)
January 13	T	Instruction Begins
January 20	M	Martin Luther King Day, No Classes
February 7	F	Lincoln's Day Observed, No Classes
February 17	M	Washington's Day Observed, No Classes
March 17	M	Second 9-week Classes Begin
April 14-18	M-F	Spring Recess
May 19-23	M-F	Finals Week
May 22	TH	WHC Lemoore Commencement
May 23	F	WHC Coalinga Commencement

Total Instruction Days: 88

Approved by the Board of Trustees:

EXHIBIT "B"

WEST HILLS COMMUNITY COLLEGE DISTRICT
INSTRUCTIONAL CALENDAR
2025-26

2025 SUMMER SESSION

May 26 – August 1	Instruction Begins/Ends
June 19	Juneteenth Observed
July 4	Independence Day Observed

2025 FALL SEMESTER

August 7	TH	Professional Dev Day, No Classes (Flex)
August 8	F	Professional Dev Day, No Classes (Duty)
August 11	M	Instruction Begins
September 1	M	Labor Day, No Classes
October 13	M	Second 9-week Classes Begin
November 10	M	Veteran's Day Observed, No Classes
November 27-28	TH-F	Thanksgiving, No Classes
December 8-12	M-F	Finals Week

Total Instruction Days: 87

2026 SPRING SEMESTER

January 8	TH	Professional Dev Day, No Classes (Flex)
January 9	F	Professional Dev Day, No Classes (Duty)
January 12	M	Instruction Begins
January 19	M	Martin Luther King Day, No Classes
February 6	F	Lincoln's Day Observed, No Classes
February 16	M	Washington's Day Observed, No Classes
March 16	M	Second 9-week Classes Begin
Mar/Apr 30-3	M-F	Spring Recess
May 18-22	M-F	Finals Week
May 21	TH	WHC Coalinga Commencement
May 22	F	WHC Lemoore Commencement

Total Instruction Days: 88

Approved by the Board of Trustees:

EXHIBIT "C" SALARY SCHEDULE

WEST HILLS COMMUNITY COLLEGE DISTRICT
FACULTY (UNIT MEMBERS) SALARY SCHEDULE 2022-23(NEW)
177 DUTY DAYS

6.570%	I	II	III	IV	V	
1	62,949	67,970	73,004	78,022	83,056	1
2	65,461	70,490	75,513	80,536	85,565	2
3	67,970	73,004	78,022	83,056	88,078	3
4	70,490	75,513	80,536	85,565	90,589	4
5	73,004	78,022	83,056	88,078	93,101	5
6	75,513	80,536	85,565	90,589	95,612	6
7	78,022	83,056	88,078	93,101	98,125	7
8	80,536	85,565	90,589	95,612	100,638	8
9	83,056	88,078	93,101	98,125	103,154	9
10	85,565	90,589	95,612	100,638	105,662	10
11	88,078	93,098	98,125	103,154	108,174	11
12	90,589	95,612	100,638	105,662	110,696	12
13	93,101	98,125	103,154	108,174	113,201	13
14	95,615	100,640	105,676	110,695	115,707	14
15	98,128	103,153	108,194	113,211	118,217	15
16	100,642	105,666	110,712	115,733	120,720	16
17	-	-	113,233	118,249	123,239	17
18	-	-	115,752	120,769	125,760	18
19	-	-	118,270	123,289	128,278	19
20	-	-	120,789	125,808	130,797	20
21	-	-	123,309	128,327	133,317	21
22	-	-	125,828	130,847	135,834	22
23	-	-	-	-	138,552	23
24	-	-	-	-	141,322	24
25	-	-	-	-	144,149	25

CLASS I BA/BS OR EQUIVALENT
CLASS I BA/BS + 45 UNITS, OR MA OR EQUIVALENT
CLASS I BA/BS + 60 UNITS, OR BA/BS + 45 UNITS WITH MA OR EQUIVALENT
CLASS I BA/BS + 75 UNITS, OR BA/BS + 60 UNITS WITH MA OR EQUIVALENT
CLASS I BA/BS + 90 UNITS, OR BA/BS + 75 UNITS WITH MA OR EQUIVALENT

1. Verified work experience of two (2) or more years' duration which is directly related to a teaching field may be credited on the Faculty Salary Schedule on the basis of two(2) years' experience for one (1) step on that schedule.

2. The holder of an earned doctorate, from a regionally and/or professionally accrediated institution of higher learning, shall be granted an annual stipend of $ 2,500.00.

EXHIBIT "C" SALARY SCHEDULE

197 Duty Days

WEST HILLS COMMUNITY COLLEGE DISTRICT
FACULTY (UNIT MEMBERS) SALARY SCHEDULE 2022-23(NEW)
0

6.570%	I	II	III	IV	V	
1	70,061	75,651	81,252	86,839	92,441	1
2	72,858	78,455	84,046	89,636	95,233	2
3	75,651	81,252	86,839	92,441	98,031	3
4	78,455	84,046	89,636	95,233	100,825	4
5	81,252	86,839	92,441	98,031	103,620	5
6	84,046	89,636	95,233	100,825	106,417	6
7	86,839	92,441	98,031	103,620	109,213	7
8	89,636	95,233	100,825	106,417	112,010	8
9	92,441	98,031	103,620	109,213	114,810	9
10	95,233	100,825	106,417	112,010	117,601	10
11	98,031	103,618	109,213	114,810	120,396	11
12	100,825	106,417	112,010	117,601	123,205	12
13	103,620	109,213	114,810	120,396	125,991	13
14	106,419	112,013	117,617	123,203	128,781	14
15	109,215	114,809	120,420	126,004	131,575	15
16	112,014	117,606	123,223	128,810	134,361	16
17	-	-	126,028	131,611	137,164	17
18	-	-	128,831	134,416	139,970	18
19	-	-	131,634	137,220	142,773	19
20	-	-	134,437	140,023	145,576	20
21	-	-	137,242	142,827	148,381	21
22	-	-	140,046	145,631	151,182	22
23	-	-	-	-	154,207	23
24	-	-	-	-	157,291	24
25	-	-	-	-	160,437	25

CLASS I BA/BS OR EQUIVALENT
CLASS I BA/BS + 45 UNITS, OR MA OR EQUIVALENT
CLASS I BA/BS + 60 UNITS, OR BA/BS + 45 UNITS WITH MA OR EQUIVALENT
CLASS I BA/BS + 75 UNITS, OR BA/BS + 60 UNITS WITH MA OR EQUIVALENT
CLASS I BA/BS + 90 UNITS, OR BA/BS + 75 UNITS WITH MA OR EQUIVALENT

1. Verified work experience of two (2) or more years' duration which is directly related to a teaching field may be credited on the Faculty Salary Schedule on the basis of two(2) years' experience for one (1) step on that schedule.

2. The holder of an earned doctorate, from a regionally and/or professionally accrediated institution of higher learning, shall be granted an annual stipend of $ 2,500.00.

EXHIBIT "C" SALARY SCHEDULE

199 Duty Days

WEST HILLS COMMUNITY COLLEGE DISTRICT
FACULTY (UNIT MEMBERS) SALARY SCHEDULE 2022-23(NEW)
0

6.570%

	I	II	III	IV	V	
1	70,773	76,418	82,077	87,720	93,380	1
2	73,597	79,251	84,899	90,546	96,201	2
3	76,418	82,077	87,720	93,380	99,026	3
4	79,251	84,899	90,546	96,201	101,848	4
5	82,077	87,720	93,380	99,026	104,672	5
6	84,899	90,546	96,201	101,848	107,496	6
7	87,720	93,380	99,026	104,672	110,321	7
8	90,546	96,201	101,848	107,496	113,147	8
9	93,380	99,026	104,672	110,321	115,976	9
10	96,201	101,848	107,496	113,147	118,795	10
11	99,026	104,670	110,321	115,976	121,619	11
12	101,848	107,496	113,147	118,795	124,456	12
13	104,672	110,321	115,976	121,619	127,271	13
14	107,499	113,150	118,811	124,455	130,089	14
15	110,324	115,975	121,642	127,283	132,911	15
16	113,151	118,800	124,474	130,118	135,725	16
17	-	-	127,306	132,947	138,556	17
18	-	-	130,139	135,780	141,392	18
19	-	-	132,971	138,612	144,222	19
20	-	-	135,802	141,445	147,054	20
21	-	-	138,636	144,278	149,888	21
22	-	-	141,467	147,110	152,717	22
23	-	-	-	-	155,772	23
24	-	-	-	-	158,888	24
25	-	-	-	-	162,065	25

CLASS I BA/BS OR EQUIVALENT
CLASS I BA/BS + 45 UNITS, OR MA OR EQUIVALENT
CLASS I BA/BS + 60 UNITS, OR BA/BS + 45 UNITS WITH MA OR EQUIVALENT
CLASS I BA/BS + 75 UNITS, OR BA/BS + 60 UNITS WITH MA OR EQUIVALENT
CLASS I BA/BS + 90 UNITS, OR BA/BS + 75 UNITS WITH MA OR EQUIVALENT

1. Verified work experience of two (2) or more years' duration which is directly related to a teaching field may be credited on the Faculty Salary Schedule on the basis of two(2) years' experience for one (1) step on that schedule.

2. The holder of an earned doctorate, from a regionally and/or professionally accrediated institution of higher learning, shall be granted an annual stipend of $ 2,500.00.

EXHIBIT "C" SALARY SCHEDULE

221 Duty Days

WEST HILLS COMMUNITY COLLEGE DISTRICT
FACULTY (UNIT MEMBERS) SALARY SCHEDULE 2022-23(NEW)
0

6.570%	I	II	III	IV	V	
1	78,597	84,867	91,151	97,418	103,703	1
2	81,733	88,013	94,285	100,556	106,835	2
3	84,867	91,151	97,418	103,703	109,973	3
4	88,013	94,285	100,556	106,835	113,108	4
5	91,151	97,418	103,703	109,973	116,244	5
6	94,285	100,556	106,835	113,108	119,381	6
7	97,418	103,703	109,973	116,244	122,518	7
8	100,556	106,835	113,108	119,381	125,656	8
9	103,703	109,973	116,244	122,518	128,797	9
10	106,835	113,108	119,381	125,656	131,928	10
11	109,973	116,241	122,518	128,797	135,065	11
12	113,108	119,381	125,656	131,928	138,214	12
13	116,244	122,518	128,797	135,065	141,341	13
14	119,383	125,659	131,945	138,213	144,471	14
15	122,520	128,796	135,090	141,354	147,605	15
16	125,660	131,934	138,234	144,503	150,730	16
17	-	-	141,381	147,644	153,874	17
18	-	-	144,527	150,791	157,022	18
19	-	-	147,671	153,937	160,166	19
20	-	-	150,815	157,082	163,311	20
21	-	-	153,962	160,228	166,458	21
22	-	-	157,108	163,374	169,601	22
23	-	-	-	-	172,994	23
24	-	-	-	-	176,453	24
25	-	-	-	-	179,982	25

CLASS I BA/BS OR EQUIVALENT
CLASS I BA/BS + 45 UNITS, OR MA OR EQUIVALENT
CLASS I BA/BS + 60 UNITS, OR BA/BS + 45 UNITS WITH MA OR EQUIVALENT
CLASS I BA/BS + 75 UNITS, OR BA/BS + 60 UNITS WITH MA OR EQUIVALENT
CLASS I BA/BS + 90 UNITS, OR BA/BS + 75 UNITS WITH MA OR EQUIVALENT

1. Verified work experience of two (2) or more years' duration which is directly related to a teaching field may be credited on the Faculty Salary Schedule on the basis of two(2) years' experience for one (1) step on that schedule.

2. The holder of an earned doctorate, from a regionally and/or professionally accrediated institution of higher learning, shall be granted an annual stipend of $ 2,500.00.

EXHIBIT "D" GRIEVANCE FORMS
WEST HILLS COMMUNITY COLLEGE DISTRICT
CERTIFICATED EMPLOYEES' GRIEVANCE FORM – LEVEL 1

Submission of Alleged Grievance -- All portions of this section must be completed by the grievant.

Name:

Position:

Specific contract provision alleged to have been violated (cite source)

Date(s) of occurrence:

Circumstances Involved:

Remedy Sought:

Date:

Signature:

Upon completion of this section, grievant shall present this form to the Educational Dean. A copy should be retained by the grievant.

Educational Dean Response:

Date:

Signature:

Upon completion of this section, the Educational Dean shall present this form to grievant, and forward a copy to the Director of Human Resources.

EXHIBIT "D" GRIEVANCE FORMS
WEST HILLS COMMUNITY COLLEGE DISTRICT
GRIEVANCE FORM – LEVEL 2
Appeal to President
Copy of Level 1 Must be Attached

Name:

Position:

Reason for Appeal:

Remedy Sought:

Date:

Signature:

Upon completion of this section, grievant shall present this form to the College President. A copy should be retained by the grievant.

College President Response:

Date:

Signature:

Upon completion of this section, the College President shall present this form to grievant, and forward a copy to the Director of Human Resources.

EXHIBIT "D" GRIEVANCE FORMS
WEST HILLS COMMUNITY COLLEGE DISTRICT
GRIEVANCE FORM – LEVEL 3
Appeal to Chancellor
Copy of Levels 1 and 2 Must be Attached

All portions of this section must be completed by the grievant and signed off by the Association President or designee.

Name:

Position:

Reason for Appeal:

Remedy Sought:

Date:

Signature:

Upon completion of this section, grievant shall present this form and attachments to the Chancellor. A copy should be retained by the grievant.

Chancellor's Response:

Date:

Signature:

Upon completion of this section, the chancellor shall present this form to grievant, and forward a copy to the Director of Human Resources.

EXHIBIT "D" GRIEVANCE FORMS
WEST HILLS COMMUNITY COLLEGE DISTRICT
GRIEVANCE FORM – LEVEL 4
Advisory Arbitration
Copy of Levels 1, 2, and 3 Must be Attached

All portions of this section must be completed by the Association President or Designee.

Name:

Grievant's Name:

Date:

Signature:

Upon completion of this section, grievant shall present this form and attachments to the Chancellor. A copy should be retained by the Association.

Name of Arbitrator:

Date(s) of Arbitration:

Arbitrator's Recommendation (attach)

EXHIBIT "D" GRIEVANCE FORMS
WEST HILLS COMMUNITY COLLEGE DISTRICT
GRIEVANCE FORM – LEVEL 5

Name:

Grievant's Name:

Date:

Name of Arbitrator:

Date(s) of Arbitration:

Date of Board's Decision:

Board's Decision (attach)

EXHIBIT "E" SABBATICAL LEAVE

PROCEDURES

WEST HILLS COMMUNITY COLLEGE

SABBATICAL LEAVE

I. Application Procedures

A. Eligible faculty members must submit a proposed plan in writing to the Chancellor prior to December 1 of the academic year preceding the year for which the leave is requested. The plan of work should provide sufficient information for evaluation according to the criteria outlined in Board of Trustees Sabbatical Leave Policy. For the Spring Semester of the 1996-97 academic year, proposed plans must be submitted by November 1, 1996.

Sabbatical leave applications will then be forwarded to the Academic Senate. The Academic Senate will review the applications and recommend acceptable applications for final approval by the Chancellor and Board of Trustees.

B. The recommendations of applicants by the Academic Senate will be influenced significantly as indicated below:

1. **Major consideration will be given to the present and future worth of the sabbatical leave in terms of improving student success and/or curriculum development.**

2. **Consideration may be given to past accomplishments such as workshops, committee work, individual projects and studies, and any other group activities.**

3. **Should the District be undertaking a project or have a need in a certain field, priority may be given to those applicants most likely to make a contribution to these needs.**

4. **With less emphasis, consideration may also be given in terms of length of service to the District and distribution of sabbatical leaves among the various departments.**

II. Selection Procedures

A. The Academic Senate will screen the sabbatical leave applications and

forward their recommendation(s), including the applications, to the Dean of Education by February 1 (November 15 for the Spring Semester of 1996-1997).

B. The Dean of Education and the Chancellor will recommend applications. The Chancellor will recommend either acceptance or rejection of the recommended applications to the Board of Trustees at the February meeting (December meeting for the Spring Semester of 1996-1997).

C. The applicants will be notified by the Chancellor on or before March 15 regarding the acceptance or rejection of their applications by the Board of Trustees (December 15 for the Spring Semester of 1996-1997).

EXHIBIT "E" SABBATICAL LEAVE

WEST HILLS COMMUNITY COLLEGE DISTRICT

APPLICATION FOR SABBATICAL LEAVE

(This form must be submitted by December 1)

PART I

_____ _____

Applicant Name **Date**

_____

Department/Discipline

Date of first full-time contract with West Hills College: _____

Has Service been continuous since that date? _____Yes _____No

If "No", please explain:

_____

_____

_____

_____

Has service been on a full-time contract? _____Yes _____No

Effective dates for proposed sabbatical leave:

_____ _____

From: Month/Year **To: Month/Year**

EXHIBIT "E" SABBATICAL LEAVE

PART II

Please be specific about what you propose to accomplish. You may indicate a combination of eligible activities. Use extra pages as necessary.

A. Work Toward a Higher Degree:

B. Study, research, or a combination of these:

C. Curriculum Planning:

D. Travel (necessary to achieve one of the above):

EXHIBIT "E" SABBATICAL LEAVE

PART III

Please respond to each of the following? Use extra pages if necessary.

A. How will completion of your project improve student success?

B. What affect will your project have on curriculum development?

EXHIBIT "E" SABBATICAL LEAVE

C. Please discuss your past accomplishments and activities, including participation in WHC activities and committees.

D. How will completion of project address the needs of the District?

EXHIBIT "E" SABBATICAL LEAVE

PART IV

_____ _____

Applicant Signature Date

Date Received by Academic Senate:_____

Recommendation by Academic Senate: _____ Approve _____ Disapprove

Comments:

_____

_____

_____

_____

_____

Chancellor's Recommendation: _____ Approve _____ Disapprove

Comments:

_____

_____

_____

_____

_____

Chancellor's Signature: _____

Board of Trustees Action: _____ Approve _____ Disapprove

Date: _____

EXHIBIT "F" TIME OFF DUTY FORM

WEST HILLS COMMUNITY COLLEGE DISTRICT

REQUEST FOR AND REPORT OF TIME OFF DUTY

This form is to be completed by all employees immediately upon return to duty following an absence due to sickness or bereavement. All other leaves must be approved on this form in advance.

Employee Name: Position Title:

Department: Location:

Date(s) of Absence	Leave Code	Number of Hours

Leave Codes

(B)	Bereavement Leave Relation to deceased:	(JD)	Jury Duty
		(LWOP)	Leave Without Pay
(C)	Comp Time	(PB)	Personal Business
(CB)	College Business	(PN)	Personal Necessity
(ES)	Extended Sick	(S)	Sick
(F)	Furlough (Unpaid)	(V)	Vacation
(I)	Industrial Leave		

Approvals

Employee: After completion of information above, insert name and date and route to immediate supervisor for approval via email.

Employee: Date:

Supervisor: Please insert name and date, indicating approval. Route via email to the Human Resources email address (found in your email global – list humanresources@westhillscollege.com) for processing with a copy to the employee for their records.

Supervisor: Date:

Email Routing Instructions: After completion of form, click File – Send To – Mail Recipient (as Attachment). Choose the recipients email address and send.

HUMAN RESOURCES OFFICE
USE ONLY

Posted by:

Date

Exhibit "G" **SENIORITY LIST**

SENIORITY NUMBER	DATE OF EMPLOYMENT	NAME
1	8/16/1990	Grant, James
2	10/1/1995	Hendrickson, Marta
3	8/14/1997	Shehorn, Jacqueline
4	8/14/1997	Mosher, Staci
5	8/14/1997	Paden, Monte
6	6/8/1998	Wanderer, Jeffrey
7	8/12/1999	Kron, Brian
8	8/12/1999	Ganter, Frieda
9	8/12/1999	Ennes, Marty
10	8/12/1999	Howard, Libra
11	8/12/1999	Daniels, Neomi
12	1/3/2000	Quilici, Teresa
13	8/10/2000	Wilson, Scott
14	7/1/2001	Shepard, Sarah
15	8/16/2001	Jackson, Shawn
16	8/16/2001	Paredes, Rene
17	8/16/2001	Sowden, Kenneth
18	8/23/2001	Dam-Mikkelsen, Hector
19	8/14/2003	Babb, David
20	7/1/2005	Ragsdale, Rodney
21	8/11/2005	Wilds, Kevin
22	8/11/2005	Hanjiev, Arkady
23	8/11/2005	Skaggs, Robert
24	8/11/2005	Birrell, Jameson
25	8/11/2005	Abela, Brian
26	8/11/2005	Wilds, Brandy
27	11/28/2005	Corea, Erin
28	1/13/2006	Rogers, Joel
29	1/17/2006	Delaney, Melisa

30	**8/1/2006**	**Magnuson, Matthew**
31	**08/07/06**	**Raia, Christian**
32	**9/4/2006**	**Mayer, Rhonda**
33	**1/2/2007**	**Barragan, Sherry**
34	**7/16/2007**	**Simon, Giselle**
35	**8/9/2007**	**Kennedy, Vera**
36	**7/1/2008**	**Rai, Rupinder**
37	**7/10/2008**	**Dolata, Cynthia**
38	**8/7/2008**	**Sheffield, Kimberly**
39	**8/12/2010**	**Fortune, Allen**
40	**1/13/2011**	**Zhao, Jiaxin**
41	**11/1/2011**	**Jorgens, Anna**
42	**8/15/2013**	**Gejeian, David**
43	**8/26/2013**	**Ellsworth, Timothy**
44	**1/21/2014**	**Matteson, Mark**
45	**7/1/2015**	**Derek Lopez**
46	**7/1/2015**	**Ceballos, Maria**
47	**8/3/2015**	**Twist, Jennifer**
48	**8/12/2015**	**Thomas, Jay**
49	**8/12/2015**	**Leon, Ana**
50	**8/12/2015**	**Mann, Lynette**
51	**8/12/2015**	**Andrews, Nicholas**
52	**8/13/2015**	**El Naggar, Atif**
53	**8/21/2015**	**Chaney, Christopher**
54	**11/23/2015**	**Denney, Wendy**
55	**5/16/2016**	**Burgos, Leonel**
56	**7/1/2016**	**Walker, Valerie**
57	**1/11/2017**	**Chamberlin, Michael**
58	**8/9/2017**	**Bonds, Jill**
59	**8/9/2017**	**Gillette, Jasara**
60	**8/9/2017**	**Babb, Amy**
61	**1/10/2018**	**Selim, Alex**
62	**8/8/2018**	**Henry, Kenneth**
63	**8/8/2018**	**Brooks, David**
64	**5/1/2019**	**Haggard, Trista**
65	**7/1/2019**	**Paredes, Larry**
66	**8/7/2019**	**Blaco, Rodney**
67	**8/7/2019**	**Hartline, Rosanna**
68	**8/7/2019**	**Turmon, Shannon**
69	**8/7/2019**	**Costa, Lester**

70	**8/7/2019**	**Rodriguez, Rodolfo**
71	**9/1/2020**	**McGinnis, Rica**
72	**8/12/2021**	**Capozzi, Guadalupe**
73	**8/12/2021**	**Hochman-Adler, Valeria**
74	**8/12/2021**	**Lee, Wook**
75	**8/12/2021**	**Carey, Amanda**
76	**9/1/2021**	**Shilow, Trina**
77	**2/1/2022**	**Carrizales, Ana**
78	**8/29/2022**	**Bueno, Salvador**
79	**7/1/2022**	**Cassiman, Rachel**
80	**7/1/2022**	**Cordero, Michael**
81	**7/1/2022**	**Renner, Liliana**
82	**8/11/2022**	**Waggle, Robert**
83	**8/11/2022**	**Johnson, Patricia**
84	**8/11/2022**	**Merilus, Jean-Yves**
85	**8/10/2023**	**Miguel, Michael**
86	**8/10/2023**	**Hines, Deja**
87	**8/10/2023**	**Hidalgo, Ana**
88	**8/10/2023**	**Valenzuela, Rick**

Individuals below are grant funded, non-tenure track/temporary faculty

1	**8/9/2017**	**Tidwell, Cynthia (Amber)**
2	**8/7/2019**	**Rooney, James**
3	**5/1/2021**	**Smith, Kelsey**
4	**8/10/2023**	**Brixey, Gabby**
5	**8/10/2023**	**Louisa, LaQuia**
6	**8/10/2023**	**Marta, Jennifer**
7	**8/10/2023**	**Liu, Sze Ki**

EXHIBIT "H" Job Descriptions

West Hills Community College District
Faculty Reassigned Duties and Responsibilities

Senate Chair (40% reassigned time)

- Represent the Academic Senate at various college and district meetings, including but not limited to, the District Leadership Council and district leadership retreats.
- Schedule, develop an agenda, and lead regular and periodic Academic Senate Meetings in accordance with the constitution and state regulations regarding public meetings
- Analyze and report on pending WHCCD Board of Trustee administrative and board policies at appropriate meetings.
- Thoughtfully and deliberately recommend qualified faculty for tenure.
- Maintain an accurate academic senate website/portal that includes up-to-date meeting agendas and minutes.
- Provide timely recommendations to interview committees when requested.
- Organize and lead the Flex Day activities. Input for the agenda should be sought from the faculty, CIO, CSSO, and college president.
- Provide timely input on faculty equivalency request.
- Assist the Accreditation Liaison Officer , appropriate district office staff, and Chief Instructional Officer in order to be in compliance with accreditation standards pertinent to the responsibilities of the Academic Senate.
- Attend state-wide academic senate events to remain current.
- Meet regularly with college CEO.
- Provide regular, written communications to constituents and other interested parties regarding activities, events, and actions.

_____	_____	_____
Faculty Member Name	Faculty Member Signature	Date
_____	_____	_____
CIO Name	CIO Signature	Date

EXHIBIT "H" Job Descriptions

West Hills Community College District
Faculty Reassigned Duties and Responsibilities

Articulation Coordinator (30% reassigned time)

- Provide leadership, advice, and guidance to the college community on articulation related issues.
- Coordinate articulation agreements between WHCCD and postsecondary institutions (CCC, CSU and UC)
- Develop procedures and forms for processing articulation materials.
- Communicate with other District and college departments and personnel, educational institutions, community organizations, and other outside organizations and agencies to exchange information and coordinate activities.
- Participate in appropriate seminars and workshops (e.g. Region 5 Meetings and CIAC) offered by colleges and universities to maintain current in the area of articulation; participate in District provided in-service training programs.
- Maintain ASSIST Next Gen and course equivalency databases.
- Submit yearly CSU GE Breadth/IGETC by using ASSIST Next Gen
- Maintain Colleague as CSU GE Breadth/IGETC is approved.
- Submit yearly TCA (Transfer Course Agreement) for UC(s) for WHCCD
  TCA(s) for WHC Coalinga submissions (July)
  TCA(s) for WHC Lemoore submissions (August)
- Maintain a "Summary of Curricula Changes" for the academic year for the individual campuses that is shared with CIAC list serv.
- Coordinate and maintain articulation information for C-ID and student transfer achievement reform act.
- Shares information with VPI(s) and curriculum chairs (and others as appropriate) as communication is received from CCCCO on changes regarding articulation
- Attend campus and district level curriculum meetings.

_____	_____	_____
Faculty Member Name	Faculty Member Signature	Date
_____	_____	_____
CIO/CSSO Name	CIO/CSSO Signature	Date

EXHIBIT "H" Job Descriptions

West Hills Community College District
Faculty Reassigned Duties and Responsibilities

Curriculum Committee Chair (40% reassigned time)

- Provide leadership, advice, and guidance to the college community on curriculum related issues such as Title 5 compliance and Education Code regulations.
- Develop procedures and forms for processing curricular materials.
- Conduct regular and periodic Curriculum Committee Meetings.
- Maintain an accurate Curriculum Committee website/portal page that includes timely agendas and minutes.
- Maintain an accurate and easily accessible inventory of approved course outline of records and programs. The electronic versions must be posted on the Curriculum Committee website/portal. The original forms with signatures to be submitted to the office of instruction following action by the Board of Trustees.
- Maintain a course outline of record update schedule.
- Assist the CIO in the preparation of the Curriculum Action Report.
- Attend district level curriculum meetings.
- Take direction from the Academic Senate when appropriate.
- Prepare a Curriculum Handbook.
- Attend the Academic Senate Curriculum Institute.
- Assist the Accreditation Liaison Offer and Chief Instructional Officer in order to be in compliance with accreditation standards pertinent to the responsibilities of the campus and district Curriculum Committees.
- Provide or arrange assistance for faculty in the development and preparation of curriculum proposals.
- Provide regular, written communications to constituents and other interested parties regarding activities, events, and actions.

_____	_____	_____
Faculty Member Name	Faculty Member Signature	Date
_____	_____	_____
CIO Name	CIO Signature	Date

EXHIBIT "H" Job Descriptions

West Hills Community College District
Faculty Reassigned Duties and Responsibilities

SLO Coordinator (40% reassigned time)

- Cooperatively work with all college staff and faculty to develop practical and quality course and program level student learning outcomes (SLOs).
- Maintain an accurate SLO website/portal that reflects an up-to-date SLO inventory (courses and programs), assessment methods, evidence of SLO analysis, and evidence of changes to SLOs following an evaluation.
- Conduct regular and periodic meetings with a SLO committee. The committee should include faculty from each of the learning areas, classified staff, and administration as appropriate. The agendas and minutes of these meetings will be posted in a timely manner on the SLO website/portal.
- Maintain an SLO assessment schedule by course and by program.
- Provide input to the academic senate president for possible SLO related Flex Day activities.
- Assist the accreditation liaison officer and other personnel in the preparation of reports required by accrediting agencies, state agencies, etc..
- Conduct workshops with appropriate college staff and faculty on SLO related topics.
- Attend relevant off-campus workshops or meetings to remain current with SLO topics.
- Meet regularly with CIO.
- Provide regular, written communications to constituents and other interested parties regarding activities, events, and actions.

_____	_____	_____
Faculty Member Name	Faculty Member Signature	Date
__	__	__
CIO Name	CIO Signature	Date

EXHIBIT "I"

California State Teachers'
Retirement System
Executive Office
PO Box 15275
Sacramento, CA 95851-0275
www.CalSTRS.com

February 24, 2022

TO: All County Superintendents of Schools
District Superintendents of Schools
Community College Districts and
Other Employing Agencies remitting contributions to CalSTRS

FROM: Cassandra Lichnock
Chief Executive Officer

SUBJECT: Employer Directive 2022-02
Supersedes Employer Directive 2017-07
Reduced Workload Program

PURPOSE

This directive was updated to include direction about how employers should report remuneration in addition to salary compensation for 2% at 62 Reduced Workload Participants.

SCOPE

This directive contains information for county offices of education, school districts, charter schools, and community college districts.

DISCUSSION

Education Code section 22713 governs the Reduced Workload Program, which allows Defined Benefit Program members who meet eligibility requirements to reduce their workload from a full-time position to a part-time position that is at least 50% of the time the employer requires for the full-time position.

For each school year the member's workload is reduced in accordance with this program, the member will be paid for the reduced work schedule, but the member's CalSTRS contributions will be based on an amount the member would have contributed if the member had performed creditable service for that position on a full-time basis. The member will receive a full year of service credit for each year the member participates in the Reduced Workload Program. The member will also be entitled to have their final compensation calculated based on the final compensation the member would have earned if they had worked full time.

Employer Eligibility

To offer the Reduced Workload Program to members, an employer must:

- Adopt regulations pursuant to Education Code section 44922 or 87483.

- Maintain the necessary records to separately identify each member who participates in the Reduced Workload Program.

Member Eligibility

To be eligible to participate in the Reduced Workload Program, a member must:

- Be age 55 or older prior to the start of the school term of the first school year the member participates in the program.
- Have at least 10 years of CalSTRS service credit in the Defined Benefit Program prior to the start of the school term of the first school year the member participates in the program.
- Be employed by a county office of education, school district, charter school or community college district that offers the program.
    - If the member is employed by a school district or county office of education, the member must be a prekindergarten through grade 12 certificated employee who does not hold a position with a salary above the maximum salary of a school principal for the employer.
- Have been employed on a full-time basis to perform creditable service under the Defined Benefit Program for each of the five school years immediately preceding the first school year in which the member's workload is reduced, without having a break in service.
    - Service in multiple assignments cannot be aggregated for the purposes of determining full-time employment.
    - Employer-approved leaves of absence and unpaid absences from the performance of creditable service for personal reasons do not constitute a break in service.
    - The period of time during which a member previously participated in the Reduced Workload Program, if applicable, will be considered full-time employment provided the agreement to reduce the member's workload was not terminated during that year.
    - If the member previously service retired, the time during which the member was retired for service constitutes a break in service.

Agreement to Reduce Workload

Participation in the Reduced Workload Program must be exercised at the request of the member and documented in a written agreement between the member and employer. The agreement must be in effect prior to the start of the school term of the first school year for which the agreement applies and must include the following requirements:

- The total amount of time in which a member reduces their workload shall not exceed 10 school years.
- The reduced workload shall be equal to at least one-half of the time the employer requires for full time in that position.
- The member shall be paid creditable compensation that is the pro rata share of the creditable compensation the member would have been paid for that position had the member not reduced their workload.

- For each school year the member's workload is reduced, the member shall contribute to the Teachers' Retirement Fund the amount that the member would have contributed had the member performed creditable service for that position on a full-time basis.
- For each school year the member's workload is reduced, the employer shall contribute to the Teachers' Retirement Fund at a Reduced Workload Program contribution rate, adopted annually by the Teachers' Retirement Board, on the creditable compensation the member would have been paid had the member performed creditable service for that position on a full-time basis.

Participation in the Reduced Workload Program

The employer shall certify the member's eligibility for participation in the Reduced Workload Program on the *Reduced Workload Program Eligibility Certification Application* form (ES 1161). The current version of the application is available on CalSTRS.com/Forms or through the forms ordering system on the Secure Employer Website.

CalSTRS must receive and approve a completed *Reduced Workload Program Eligibility Certification Application* form prior to the start of the school term of the first school year during which the member's workload is reduced. CalSTRS will communicate the approval or denial of the application to the member, employer and report source.

Once CalSTRS approves a member's participation in the Reduced Workload Program, the employer must:

- Report the member's compensation for the position each school year using the applicable Reduced Workload Program Assignment Code listed in the F496 File Specification.
- Remit member contributions equal to the amount the member would have contributed had the member performed creditable service for the position on a full-time basis.
- Remit employer contributions at the Reduced Workload Program contribution rate for the applicable school year on the creditable compensation the member would have been paid had the member performed creditable service for that position on a full-time basis.

Reporting Remuneration in Addition to Salary for the Reduced Workload Program

In order to correctly calculate contributions due and retirement benefits payable, remuneration in addition to salary associated with a position for which the member is participating in the Reduced Workload Program should be reported as specified below.

Ongoing remuneration in addition to salary for CalSTRS 2% at 60 members should be reported with Assignment Code 36, an annual pay rate based on the remuneration in addition to salary the member would have earned had the member not reduced their workload, and earnings based on the actual amount earned.

For example, if a CalSTRS 2% at 60 member is working an 80% contract and the employer prorates the member's master's stipend from $1,000 to $800, the employer should report the $800 earnings as remuneration in addition to salary with an annual pay rate of $1,000.

Ongoing remuneration in addition to salary payments paid every pay period the creditable service is performed for CalSTRS 2% at 62 members should be reported with Assignment Code 72, an annual pay rate based on the remuneration in addition to salary the member would have earned had the member not reduced their workload, and earnings that match the annual pay rate so that contributions and benefits are calculated correctly.

For example, if a CalSTRS 2% at 62 member is working an 80% contract for a 10-month school term and the employer prorates the member's master's stipend from $1000 to $800, the employer should report the remuneration in addition to salary with earnings of $100 and an annual pay rate of $100.

Limited-term remuneration in addition to salary payments are only creditable for CalSTRS 2% at 60 members and should be reported with Assignment Code 71, an annual pay rate based on the remuneration in addition to salary the member would have earned had the member not reduced their workload, and earnings that match the annual pay rate so that contributions and benefits are calculated correctly. Do not report limited-term payments for CalSTRS 2% at 62 members.

For example, if a CalSTRS 2% at 60 member is working an 80% contract and the employer prorates the member’s retirement bonus from $1,000 to $800, the employer should report the limited-term remuneration in addition to salary payment with earnings of $1,000 and an annual pay rate of $1,000.

Termination of Participation in the Reduced Workload Program

The agreement to participate in the Reduced Workload Program shall be terminated if any of the following occur:

- The member's employment is terminated prior to the end of the school term. Termination of employment includes, but is not limited to, retirement, resignation or death.
- The member performs less than 50% of the days or hours the employer requires for full time in that position pursuant to Education Code section 22138.5.
- The member and employer mutually agree to terminate participation.
    - Participation in the Reduced Workload Program is not automatically terminated if a member performs creditable service on a full-time basis when the member was supposed to have a reduced workload. Therefore, unless the member and employer have a mutual agreement to terminate participation in the program, the school years in which a member performs creditable service on a full-time basis will still included in the 10-school year maximum for which the member is permitted to participate in the program.

If an agreement to participate in the Reduced Workload Program is terminated, the employer must notify CalSTRS within 30 days of termination of the agreement. If the agreement is terminated before completion of a school term, the employer must also re-report the member's compensation for the school year in which the agreement was terminated so that member and employer contributions are due based on the actual compensation the member earned at the normal contribution rates.

If an employee whose agreement was terminated wishes to participate in the program again, any subsequent agreement to reduce the member's workload must meet all the eligibility requirements and a

new *Reduced Workload Program Eligibility Certification Application* (ES 1161) must be submitted to CalSTRS.

ACTION

To participate in the Reduced Workload Program, you must:

- Adopt regulations pursuant to Education Code section 44922 or 874 83.
- Enter into a written agreement with each eligible member who wants to participate in the Reduced Workload Program and who also meets the requirements to participate in the Reduced Workload Program.
- Maintain the necessary records to separately identify each member who participates in the Reduced Workload Program.
- Certify a member's eligibility to participate in the program to CalSTRS on the *Reduced Workload Program Eligibility Certification Application* form prior to the beginning of the school term of the first school year in which the employee's workload is reduced.

Once CalSTRS approves a member's participation in the Reduced Workload Program:

- Report compensation earned in the position for which the member's workload is reduced using the applicable Reduced Workload Program Assignment Code from the F496 File Specification.
- Remit member contributions equal to the amount the member would have contributed had the member performed creditable service for the position on a full-time basis.
- Remit employer contributions at the Reduced Workload Program contribution rate for the applicable school year on the creditable compensation the member would have been paid had the member performed creditable service for that position on a full-time basis.

If an agreement to reduce a member's workload is terminated:

- Notify CalSTRS within 30 days after the date the agreement it terminated.
- If the school term was not completed, re-report the member's compensation without the Reduced Workload Program Assignment Code so that contributions are due on the actual compensation the member earned at the normal contribution rates.

REFERENCES:

This Employer Directive does not take precedence over the law.

If you have any questions regarding this Employer Directive, please contact your CalSTRS Employer Services Representative.

EDUCATION CODE - EDC

TITLE 1 GENERAL EDUCATION CODE PROVISIONS [1. - 32500]

(Title 1 enacted by Stats. 1976, Ch. 1010.)

DIVISION 1 GENERAL EDUCATION CODE PROVISIONS [1. - 32500]

(Division 1 enacted by Stats. 1976, Ch. 1010.)

PART 13. STATE TEACHERS' RETIREMENT SYSTEM [22000 - 25115]

CHAPTER 13. Service Credit [22700 - 22724]

(Chapter 13 added by Stats. 1993, Ch. 893, Sec. 2.)

22713.

(a) Notwithstanding any other provision of this chapter, if the governing board of a school district or a community college district, or a county superintendent of schools establishes regulations pursuant to Sections 44922 and 87483, an employer may enter into a written agreement with an employee who is a member of the Defined Benefit Program to reduce his or her workload in a position from full time to part time, receive the service credit the member would have received if the member had been employed in that position on a full-time basis and have his or her retirement allowance, as well as other benefits that the member is entitled to under this part, based, in part, on the final compensation the member would have been entitled to if the member had been employed on a full-time basis. The option to reduce the member's workload shall be exercised at the request of the member if all of the following conditions are met:

(1) The member is employed by either of the following:

(A) A school district or county office of education as a prekindergarten through grade 12 certificated employee who does not hold a position with a salary above the maximum salary of a school principal for that employer.

(B) A community college district.

(2) The member has a minimum of 10 years of credited service in the Defined Benefit Program prior to the start of the school term of the first school year of the agreement to reduce the member's workload.

(3) The member shall have been employed on a full-time basis to perform creditable service under the Defined Benefit Program each year of the five school years immediately preceding the first school year in which the member's workload is reduced, without having a break in service. For the purposes of this paragraph:

(A) Employer-approved leaves of absence, and unpaid absences from the performance of creditable service for personal reasons from full-time employment do not constitute a break in service.

(B) Creditable service that was performed for a school year in which a member reduced his or her workload pursuant to this section shall be treated as full time, provided that the agreement to reduce the member's workload was not terminated during that year pursuant to subdivision (e).

(C) The period of time during which a member is retired for service shall constitute a break in service.

(4) The member is 55 years of age or older prior to the start of the school term of the first school year of the agreement for which the member's workload is reduced.

(b) The employer, in conjunction with the system, shall certify the member's eligibility for participation in the reduced workload program in accordance with subdivision (a). The employer's certification shall be submitted in a format prescribed by the system and shall be received in the system's headquarters office prior to the start of the school term of the first school year of the agreement for which the member's workload is reduced.

(c) The agreement to reduce the member's workload shall be in effect prior to the start of the school term of the first school year of the agreement for which the member's workload is reduced, and shall include the following requirements:
(1) The total amount of time in which a member reduces his or her workload pursuant to this section shall not exceed 10 school years.
(2) The reduced workload shall be equal to at least one-half of the time the employer requires for full-time employment in that position in accordance with Section 22138.5.
(3) The member shall be paid creditable compensation that is the pro rata share of the creditable compensation the member would have been paid for that position had the member not reduced his or her workload.
(4) For each school year the member's workload is reduced pursuant to this section, the member shall make contributions to the Teachers' Retirement Fund in the amount that the member would have contributed if the member had performed creditable service for that position on a full-time basis and if that service was subject to coverage under the Defined Benefit Program.
(5) For each school year the member's workload is reduced pursuant to this section, the employer shall contribute to the Teachers' Retirement Fund at a rate adopted by the board as a plan amendment with respect to the Defined Benefit Program an amount based upon the creditable compensation that would have been paid to the member if the member had performed creditable service for that position on a full-time basis and if that service was subject to coverage under the Defined Benefit Program.
(d) The employer shall maintain the necessary records to separately identify each member who participates in the reduced workload program pursuant to this section.
(e) The agreement to reduce a member's workload shall be terminated if one of the following actions is taken:
(1) The member's employment is terminated prior to the end of the school term.
(2) The member performs less than one-half of the days or hours the employer requires for full time in that position pursuant to Section 22138.5.
(3) The member and the employer mutually agree that the member will perform creditable service without making contributions in accordance with paragraphs (4) and (5) of subdivision (c).
(f) Upon termination of the agreement for any of the reasons described in subdivision (e):
(1) The employer shall notify the system that the agreement to reduce a member's workload has been terminated within 30 days of the agreement being terminated.
(2) The member's service credit and contributions for that school year in which the agreement is terminated shall be computed in accordance with Section 22701 and Chapters 15 and 16.
(3) That school year in which the agreement is terminated shall not be included in the total amount of time in which a member is allowed to reduce his or her workload pursuant to paragraph (1) of subdivision (c).
(4) Any subsequent agreement to reduce a member's workload shall meet all of the conditions set forth in this section.
(Amended by Stats. 2017, Ch. 298, Sec. 4. (AB 1325) Effective January 1, 2018.)

EDUCATION CODE - EDC

TITLE 2. ELEMENTARY AND SECONDARY EDUCATION [33000 - 65001]

(Title 2 enacted by Stats. 1976, Ch. 1010.)

DIVISION 3. LOCAL ADMINISTRATION [35000 - 45500]

(Division 3 enacted by Stats. 1976, Ch. 1010.)

PART 25. EMPLOYEES [44000 - 45500]

(Part 25 enacted by Stats. 1976, Ch. 1010.)

CHAPTER 4. Employment—Certificated Employees [44800 - 45061.5]

(Chapter 4 enacted by Stats. 1976, Ch. 1010.)

ARTICLE 2. Employment [44830 - 44929]

(Article 2 enacted by Stats. 1976, Ch. 1010.)

44922.

Notwithstanding any other provision, the governing board of a school district or a county superintendent of schools may establish regulations which allow their certificated employees to reduce their workload from full-time to part-time duties.

The regulations shall include, but shall not be limited to, the following, if the employees wish to reduce their workload and maintain retirement benefits pursuant to Section 22713 of this code or Section 20900 of the Government Code:

(a) For employees subject to coverage under the Defined Benefit Program under the State Teachers' Retirement Plan, the regulations shall include all requirements for participation in the reduced workload program pursuant to Section 22713.

(b) For employees subject to coverage under the Public Employees' Retirement System:

(1) The employee shall have reached the age of 55 years of age prior to reduction in workload.

(2) The employee shall have been employed full time in a position requiring certification for at least 10 years of which the immediately preceding five years were full-time employment.

(3) During the period immediately preceding a request for a reduction in workload, the employee shall have been employed full time in a position requiring certification for a total of at least five years without a break in service. For purposes of this subdivision, sabbaticals and other approved leaves of absence shall not constitute a break in service.

(4) The option of part-time employment shall be exercised at the request of the employee and can be revoked only with the mutual consent of the employer and the employee.

(5) The minimum part-time employment shall be the equivalent of one-half of the number of days of service required by the employee's contract of employment during his or her final year of service in a full-time position.

(6) This option is limited in prekindergarten through grade 12 to certificated employees who do not hold positions with salaries above that of a school principal.

(7) The period of this part-time employment shall include a period of time, as specified in the regulations, which shall be up to and include five years.

(8) The period of part-time employment shall not extend beyond the end of the school year during which the employee reaches his or her 70th birthday.

(c) (1) The employee shall be paid a salary that is the pro rata share of the salary he or she would be earning had he or she not elected to exercise the option of part-time employment but shall retain all other rights and benefits for which he or she makes the payments that would be required if he or she remained in full-time employment.

(2) The employee shall receive health benefits as provided in Section 53201 of the Government Code in the same manner as a full-time employee.

(Amended by Stats. 2017, Ch. 298, Sec. 29. (AB 1325) Effective January 1, 2018.)

Reduced Workload Program Eligibility Certification

ES 1161 (REV 01/18)

California State Teachers' Retirement System
P.O. Box 15275, MS 17
Sacramento, CA 95851-0275
800-228-5453
CalSTRS.com

Please thoroughly read the attached instructions before completing this form. Please type or print legibly in dark ink. This form must be submitted to, and approved by, CalSTRS prior to the start of the school term of the first school year in which a member's workload is reduced.

SECTION 1: MEMBER INFORMATION	
MEMBER NAME (LAST, FIRST, INITIAL)	CLIENT ID OR SOCIAL SECURITY NUMBER
COUNTY CODE/NAME	DISTRICT CODE/NAME

SECTION 2: REDUCED WORKLOAD PROGRAM ELIGIBILITY REQUIREMENTS	YES	NO
1. The governing board of the employer or a county superintendent of schools has established regulations that allow employees who are members of the DB program to participate in the Reduced Workload Program.		
2. The member has met all of the following requirements: • Member is 55 or older prior to the start of the school term of the first school year in which the member's workload is reduced. • Member has at least 10 years of service credit prior to the start of the school term of the first year in which the member's workload is reduced. • Member has been employed in a full-time position to perform creditable service under the DB program each year of the five school years immediately preceding the first year in which the member's workload is reduced, without having a break in service. • Member is employed by a school district or county office of education as a PreK-12 certificated employee who does not hold a position with a salary greater than that of school principal *OR* is employed by a community college district (community colleges have no salary limit).		
3. A written agreement exists between the employer and the member that: • Is in effect prior to the beginning of the school term of the first year in which the member's workload is reduced. • Requires member to work at least 50 percent of a full-time position. • Includes member and employer contribution information.		
4. Total amount of time in which member reduces his/her workload is not more than 10 school years.		

Note: If the response to any of the above items is "NO," the member may not be eligible to participate in the Reduced Workload Program. Please contact CalSTRS immediately for final determination.

DATE OF AGREEMENT	SCHOOL TERM BEGIN DATE	FULL-TIME SALARY	PERCENTAGE OF FULL-TIME POSITION
		$	%

SECTION 3: EMPLOYER CERTIFICATION AND SIGNATURE		
I understand it is unlawful to make a knowingly false material statement, to knowingly fail to disclose a material fact or to otherwise provide false information with the intent to use it, or allow it to be used, to obtain, receive, continue or increase a benefit administered by CalSTRS. I hereby certify by submitting the information on this form is true and correct and that the member is eligible to participate in the Reduced Workload Program as described in Education Code sections 22713.		
OFFICIAL'S NAME & TITLE	**OFFICIAL'S SIGNATURE**	**DATE**

CalSTRS USE ONLY	CalSTRS SIGNATURE	APPROVAL DATE

ES1161

Reduced Workload Program Eligibility Certification - Instructions

Read these instructions before completing this form. Print or type in dark ink. Initial all corrections.

Use this *Reduced Workload Program Eligibility Certification* form to verify the member's eligibility for the Reduced Workload Program, per Education Code section 22713. This form must be submitted to, and approved by, CalSTRS prior to the start of the school term of the first school year in which the member's workload is reduced.

SECTION 1—MEMBER INFORMATION

Enter member's full name, Client ID or Social Security Number, county code and name, and district code and name.

SECTION 2—REDUCED WORKLOAD PROGRAM ELIGIBILITY REQUIREMENTS

Per Education Code section 22713 specific requirements must be met for any member to participate in the Reduced Workload Program. Review each part 1 through 4, and check the corresponding "YES" or "NO" box that is applicable to the member meeting each requirement. If the response to any of the requirements is "NO," the member may not be eligible to participate in the Reduced Workload Program. Please contact CalSTRS immediately for final determination.

Date of Agreement is the date in which the agreement between the employer and member is established for the member to participate in the Reduced Workload Program. The date of the agreement must be before the school term begin date.

School Term is defined as a minimum period of 35 weeks beginning the first day and ending the last day creditable service is required to be performed by a member employed on a full-time basis.

Full-Time Salary is the annualized pay rate the member participating in the Reduced Workload Program would have earned if he or she were to be employed full-time in the position.

Percentage of Full-Time Position means the percentage of time the member will be reducing his or her full-time position to. The member must work at least 50% of the time the employer requires for full-time employment in that position.

SECTION 3—EMPLOYER CERTIFICATION AND SIGNATURE

Sign and date this form before submitting it to CalSTRS. This form will not be accepted without a signature and date.

SUBMIT

This form must be submitted to, and approved by, CalSTRS prior to the start of the school term of the first school year in which the member's workload is reduced.

Mail form: CalSTRS
P.O. Box 15275, MS 17
Sacramento, CA 95851-0275

Fax form: (916) 414 - 5476

Email form: Submit form electronically via secure messaging on the Secure Employer Website (SEW)

QUESTIONS

For information regarding the Reduced Workload Program or this form, please contact your CalSTRS Employer Services representative at EmployerHelp@CalSTRS.com