AGREEMENT

BETWEEN

BOARD OF TRUSTEES

SIERRA JOINT COMMUNITY COLLEGE DISTRICT

AND

SIERRA COLLEGE FACULTY ASSOCIATION

July 1, 2024 – June 30, 2027

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PREAMBLE

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

Website Information

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

District Email

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

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APPENDIX C: EVALUATION FORMS

Form Index C.1

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ARTICLE 1: GENERAL PROVISIONS

RECOGNITION

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

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

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

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

SAFETY

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

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

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

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

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

SAVINGS PROVISION

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

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

SUPPORT OF AGREEMENT

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

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.

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

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

CONCERTED ACTIVITIES

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

It is understood that the Association, its officers and agents shall not suggest, encourage, or in any way condone the violation of this Agreement nor any concerted activity during the term of the Agreement. The Association agrees to take all necessary steps in good faith to cause faculty to cease any such actions or activities.

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

PARITY FOR PART-TIME TEACHING FACULTY

The Association and the District believe that for part-time teaching faculty, "parity" is seventy-five (75%) percent of full-time pay.

This belief is based upon our analysis of full-time faculty's workload, which indicates that seventy-five (75%) percent of a full-time faculty person's work week is directly related to teaching, and the remaining twenty-five (25%) percent is related to office hours and professional responsibilities (committees, etc.). (For a further description on the full-time and part-time instructional faculty work week break down see Article 16)

PARITY FOR PART-TIME NON-TEACHING FACULTY

The Association and the District believe that "parity" for non-teaching faculty (such as counselor and librarians) is seventy-five (75%) percent of full-time base pay.

SIDE LETTER REVIEW

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

FORMS MANUAL

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

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ARTICLE 2: LENGTH OF AGREEMENT

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

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

Dated: Jul 30, 2024

FOR THE DISTRICT	FOR THE ASSOCIATION
Ryan Davis	Kara Perry
Ryan Davis, Vice President – HR	Kara Perry, Chief Negotiator

William H. Duncan, IV

William H. Duncan, IV
Superintendent/President

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ARTICLE 3: EMPLOYEE RIGHTS

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

Maintenance of Membership

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

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Reassign Time

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

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

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

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

Purchase of Additional Release Time

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

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

Association Access

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

Bulletin Boards and Mailboxes

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

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

District Equipment and Supplies

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

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

District Budget and Agenda

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

Information

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

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

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

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

Association Representatives

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

Office Space

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

The District shall furnish the office with a desk, chairs, and a filing cabinet.

The Association, at is expense, will provide any additional equipment and office supplies.

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ARTICLE 5: DISTRICT RIGHTS

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

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

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

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ARTICLE 6: PAYROLL DEDUCTIONS

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

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

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

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ARTICLE 7: PROHIBITION OF SEXUAL HARASSMENT AND COMPLAINT PROCEDURE

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

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ARTICLE 8: NONDISCRIMINATION AND NO REPRISALS

Nondiscrimination Policy

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

Physical or Mental Disability

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

No Reprisals and Unfair Labor Practices

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

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

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

Grievance Article Applicability

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

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

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Publication of Salary Schedules

The salary schedules shall be published on the website.

Full-Time Faculty

Salary Schedule (effective July 1, 2026)

	Class B CCC Credential OR Minimum Qualifications as listed on the Disciplines List OR Bachelor's Degree plus 40 units	**Class C** A Bachelor's Degree plus 60 semester units OR A CCC Instructor Credential AND a Bachelor's Degree plus 20 semester units	**Class D** A Bachelor's Degree plus 80 semester units	**Class E** Earned Doctorate PhD, EdD, JD
Track I				
Track II	A Master's Degree	A Master's Degree plus 20 semester units	A Master's Degree plus 40 semester units	
1	$ 59,228.02	$ 62,189.41	$ 65,298.89	$ 68,563.84
2	$ 62,189.41	$ 65,298.89	$ 68,563.84	$ 71,992.02
3	$ 65,298.89	$ 68,563.84	$ 71,992.02	$ 75,591.64
4	$ 68,563.84	$ 71,992.02	$ 75,591.64	$ 79,371.22
5	$ 71,992.02	$ 75,591.64	$ 79,371.22	$ 83,339.78
6	$ 75,591.64	$ 79,371.22	$ 83,339.78	$ 87,506.75
7	$ 79,371.22	$ 83,339.78	$ 87,506.75	$ 91,882.09
8	$ 83,339.78	$ 87,506.75	$ 91,882.09	$ 96,476.20
9	$ 87,506.75	$ 91,882.09	$ 96,476.20	$ 101,300.02
10	$ 91,882.09	$ 96,476.20	$ 101,300.02	$ 106,365.02
11	$ 96,476.20	$ 101,300.02	$ 106,365.02	$ 111,683.27
12		$ 106,365.02	$ 111,683.27	$ 117,267.43
13			$ 117,267.43	$ 123,130.80
14			$ 123,130.80	$ 129,287.32

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

Should a faculty member be denied placement and challenge the determination by the Human Resources Department, an appeal can be submitted in writing to the Chief Human Resources Officer (CHRO). Appeals must be filed within 20 days of notification of denial. The appeal must be made in writing and

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

Longevity – Salary Adjustments

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

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

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

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

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

Emeritus Faculty

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

The salary schedules shall be published on the website.

Full-Time Faculty – Counselor 190 Days

Salary Schedule (effective July 1, 2026)

	Class B CCC Credential OR Minimum Qualifications as listed on the Disciplines List OR Bachelor's Degree plus 40 units	**Class C** A Bachelor's Degree plus 60 semester units OR A CCC Instructor Credential AND a Bachelor's Degree plus 20 semester units	**Class D** A Bachelor's Degree plus 80 semester units	**Class E** Earned Doctorate PhD, EdD, JD
Track I				
Track II	A Master's Degree	A Master's Degree plus 20 semester units	A Master's Degree plus 40 semester units	
1	$ 64,304.71	$ 67,519.93	$ 70,895.94	$ 74,440.74
2	$ 67,519.93	$ 70,895.94	$ 74,440.74	$ 78,162.76
3	$ 70,895.94	$ 74,440.74	$ 78,162.76	$ 82,070.92
4	$ 74,440.74	$ 78,162.76	$ 82,070.92	$ 86,174.47
5	$ 78,162.76	$ 82,070.92	$ 86,174.47	$ 90,483.19
6	$ 82,070.92	$ 86,174.47	$ 90,483.19	$ 95,007.33
7	$ 86,174.47	$ 90,483.19	$ 95,007.33	$ 99,757.70
8	$ 90,483.19	$ 95,007.33	$ 99,757.70	$ 104,745.59
9	$ 95,007.33	$ 99,757.70	$ 104,745.59	$ 109,982.88
10	$ 99,757.70	$ 104,745.59	$ 109,982.88	$ 115,482.02
11	$ 104,745.59	$ 109,982.88	$ 115,482.02	$ 121,256.12
12		$ 115,482.02	$ 121,256.12	$ 127,318.92
13			$ 127,318.92	$ 133,684.87
14			$ 133,684.87	$ 140,369.09

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

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

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

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

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

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

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

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

Emeritus Faculty

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

Part-Time Faculty and Full-Time Faculty Overload

Salary Schedule (effective July 1, 2026)

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

Lecture Rate

	Class B CCC Credential OR Minimum Qualifications as listed on the Disciplines List OR Bachelor's Degree plus 40 units	**Class C** A Bachelor's Degree plus 60 semester units OR A CCC Instructor Credential AND a Bachelor's Degree plus 20 semester units	**Class D** A Bachelor's Degree plus 80 semester units	**Class E** Earned Doctorate PhD, EdD, JD
Track I				
Track II	A Master's Degree	A Master's Degree plus 20 semester units	A Master's Degree plus 40 semester units	
Units Experience	**B**	**C**	**D**	**E**
0 to < 22.5	$83.45	$87.62	$91.99	$96.58
22.5 to < 45	$84.27	$88.48	$92.92	$97.55
45 to < 67.5	$85.13	$89.38	$93.83	$98.53
67.5 to < 90	$85.95	$90.25	$94.77	$99.51
90 to < 112.5	$86.84	$91.17	$95.73	$100.49
112.5 to < 135	$88.54	$92.98	$97.63	$102.53
135 to < 157.5	$90.33	$94.84	$99.60	$104.57
157.5 to < 180	$92.14	$96.74	$101.57	$106.66
180 to < 202.5	$93.96	$98.67	$103.60	$108.80
202.5 to < 225	$97.42	$102.28	$107.40	$112.77
225 to < 247.5	$104.31	$107.39	$112.76	$118.38
247.5 to < 270	xx	$115.02	$118.38	$124.33
270 to < 292.5	xx	xx	$124.33	$130.53
292.5 or more	xx	xx	$133.17	$139.82

** For instructional teaching faculty in a lecture class there is one hour of lecture in class and one hour of out of class preparation and other outside related teaching duties in each segment of the lecture rate. For Part-Time Faculty, hours worked beyond those allocated for a lecture course or assignment must receive prior approval from AEA and will be paid at a rate of $20.00 per hour. Hours worked beyond those allocated for a lecture course or assignment without prior AEA approval shall be paid at the current minimum wage rate (currently $16.90 per hour).*

Lab Rate (effective July 1, 2026)

	Class B CCC Credential OR Minimum Qualifications as listed on the Disciplines List OR Bachelor's Degree plus 40 units	**Class C** A Bachelor's Degree plus 60 semester units OR A CCC Instructor Credential AND a Bachelor's Degree plus 20 semester units	**Class D** A Bachelor's Degree plus 80 semester units	**Class E** Earned Doctorate PhD, EdD, JD
Track I				
Track II	A Master's Degree	A Master's Degree plus 20 semester units	A Master's Degree plus 40 semester units	
Units Experience	**B**	**C**	**D**	**E**
0 to < 22.5	$62.59	$65.72	$68.99	$72.44
22.5 to < 45	$63.20	$66.36	$69.69	$73.16
45 to < 67.5	$63.85	$67.04	$70.37	$73.90
67.5 to < 90	$64.46	$67.69	$71.08	$74.63
90 to < 112.5	$65.13	$68.38	$71.80	$75.37
112.5 to < 135	$66.41	$69.74	$73.22	$76.90
135 to < 157.5	$67.75	$71.13	$74.70	$78.43
157.5 to < 180	$69.11	$72.56	$76.18	$80.00
180 to < 202.5	$70.47	$74.00	$77.70	$81.60
202.5 to < 225	$73.07	$76.71	$80.55	$84.58
225 to < 247.5	$78.23	$80.54	$84.57	$88.79
247.5 to < 270	xx	$86.27	$88.79	$93.25
270 to < 292.5	xx	xx	$93.25	$97.90
292.5 or more	xx	xx	$99.86	$104.87

** For Lab courses for instructional teaching faculty there is one hour of teaching and 30 minutes of preparation and other outside teaching related duties included in each segment of the Lab rate. For Part-Time Faculty, hours worked beyond those allocated for a lab course or assignment must receive prior approval from AEA and will be paid at a rate of $20.00 per hour. Hours worked beyond those allocated for a lab course or assignment without prior AEA approval shall be paid at the current minimum wage rate (currently $16.90 per hour). Part-time Counselors, Librarians, and other Special Services Faculty engaged in special services work are paid at the Lab rate based on an hour for hour compensation.*

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

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

Should a faculty member be denied placement and challenge the determination by the Human Resources Department, an appeal can be submitted in writing to the CHRO. Appeals must be filed within 20 days of notification of denial. The appeal must be made in writing and include the reason for the challenge and appropriate documentation to support the challenge claim. The CHRO will convene an Ad Hoc committee comprised of the CHRO, the SCFA President, and a full-time faculty member appointed by SCFA who is teaching in the curriculum area. If no full-time faculty member is assigned to the area, the CHRO and SCFA President will mutually agree upon the appointment of a third faculty member. The committee will utilize the consensus model to reach a decision regarding the placement, and their decision shall be the final authority with regard to this matter.

Defining the Lecture and Lab Rate

The Parties wish to define what exactly is included in both the Lecture Rate and Lab Rate described above in the *Part-Time and Full-Time Overload Salary Schedules* for Lecture and Lab above. The dollar amount described in each cell of the Salary Schedules is for a segment of time and money which includes, for instructional teaching faculty, both the pay for the time teaching and the preparation and other outside teaching related duties as described in Article 16 of this CBA. The Parties wished to clarify what is included within the Lecture and Lab Rate time segment.

- For instructional teaching faculty, in a lecture class there is one hour of lecture in class and one hour of out of class preparation and other outside related teaching duties in each segment of the Lecture Rate.

  As an example, using the Lecture Rate in cell E14 with the amount of $134.04, when broken down this amount includes a teaching hour at $67.02 and a preparation and other outside teaching related duties hour at $67.02 in terms of their compensation.

- For lab courses for instructional teaching faculty, there is one hour of teaching and 30 minutes of preparation and other outside teaching related duties included in each segment of the Lab Rate.

  As an example, using the Lab Rate in cell E14 with the amount of $100.53, when broken down this amount includes a lab teaching hour at $67.02 and 30 minutes of preparation and other outside teaching related duties at $33.51 in terms of their compensation.

Work Limitation

Part-Time Instructional Unit Members are not permitted to work in excess of the assigned course, preparation and other outside related duties hours. Prior written approval from the AEA is required before performing any additional work. If additional work is authorized, it is agreed and understood the

compensation for the additional work will be paid at ($20.00) an hour. Although part-time faculty are not permitted to work in excess of the assigned course, preparation and other outside related duties hours as described above and in Article 16, in the event a part-time faculty member does submit a claim for work performed beyond the permitted hours without prior written approval from the AEA, and it is determined that that this work which the District is required to pay, the Parties agree the rate for such work will be the current minimum wage at the time the work was performed.

ACA Limits

In no case may a part-time faculty member work more than 29 hours per week, inclusive of all work either directed or permitted by the District without prior approval of the supervising AEA and the appropriate Vice President. This 29 hour limit is based upon the full time employment definitions contained within the Affordable Care Act (ACA).

Professional Time Certification

Part-time Instructional Unit Members will sign an acknowledgment that their professional rate of pay includes lecture, lab, out of class preparation, and other outside related instructional duties as delineated above and in Article 16. This acknowledgement shall be submitted with the instructional assignment offer.

The Part-time Instructional Unit Member will submit a certification of hours worked. This certification shall be submitted on a District form once per pay period. The duty to track time worked is the responsibility of the part-time faculty member. The 2025/2026 academic year is dedicated to implementing this new section. Commencing the 2026/2027 academic year, if a Part-time Instructional Unit Member fails to submit the certification by the stated deadlines, the Instructional Unit Member will be provided with a reminder. The Instructional Unit Member may lose their teaching assignment(s) if the certification is not submitted after the reminder.

Adult Non-Credit Courses

(Sierra Emeritus College)

The rate of pay for faculty teaching adult non-credit courses shall be fixed at a multiplier of .5 of the part-time Lecture/Lab rate based upon Track II, Class C, 180 to <202.5 units as described in the part-time faculty lecture rate salary schedule in the Collective Bargaining Agreement. This step and column remains constant for all adult non-credit instruction with modification only by negotiated adjustments to the Part-Time Faculty Salary Schedule.

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

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

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

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NEW FULL-TIME FACULTY, INITIAL CLASSIFICATION

Track Placement

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

Class Placement

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

Step Placement

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

Verification Period

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

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

New Part-Time Faculty, Initial Classification

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

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

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

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

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

Verification Period

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

Joint Review Committee

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

Faculty Employees' Reclassification Committee

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

Application for Reclassification

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

Verification of Successful Completion

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

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

Effective Date of Reclassification

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

Units

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

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

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

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

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

MEANS OF ACQUIRING UNITS FOR RECLASSIFICATION

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

1. Course Preapproved by FERC

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

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

2. Individually Approved Courses

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

Course Requirements

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

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

Notes:

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

Lower-division courses falling within a faculty member's own discipline may be considered if they can be shown to address a gap in the applicant's exiting coursework or a need to update knowledge/skills.

Courses that are submitted by full-or-part-time faculty for credit toward salary reclassification must be completed at accredited institutions. [NOTE: Exceptions may be considered by FERC.] Any requests for exceptions must include full justification.

A faculty member cannot receive FERC credit for classes which are the same as (or substantially similar to) classes that the faculty member completed in the course of obtaining a degree(s) or for which the faculty member was previously given FERC credit.

3. Projects

All project proposals must receive prior approval of FERC. Upon completion of any project, the faculty member will return to FERC for an evaluation and determination, by the committee, of the final number and level of units to be awarded. Faculty may earn upper or lower division credit for the completion of projects based on the complexity of the project, in the professional judgment of FERC committee members. For approval of a project the faculty member's application must provide justification which addresses the value of the project.

If a faculty member who has completed a project for FERC credit subsequently applies for credit for a project with a similar topic, the application must explain how the second project is substantively different from the first.

PROJECT DEFINITIONS

Original Scholarly Works
Original scholarly works that are evident products of substantial research and editing, and which are published by a commercial publishing company, may receive a maximum of 10 semester units of credit as upper or lower division upon completion and publication. An author may receive schedule credit for a

Creative Arts Projects
Creative arts projects in the liberal or practical arts, for which credit has not been granted by any other college or university may receive a maximum of ten (10) semester units in either upper or lower division upon completion of the project. FERC will act as an evaluation panel and may request aid of established experts in the field of study. In addition, the application for unit credit must be accompanied by:

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

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

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

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

4. Institutes

Participant Credit

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

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

Establishment of FERC credit for Newly-Created Institutes

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

Head and Assistant Coaches

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

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

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

Sport	Head Coach Maximum Total # and $ Amount of Stipends	Assistant Coaches Maximum Total Asst. Coaches/Sport	Level A Assistant Coaches Maximum Level A Asst. Coaches and $ Amount of Stipends	Level B Assistant Coaches Maximum Level B Asst. Coaches and $ Amount of Stipends
TIER 1 SPORTS				
Baseball	1 @ $11916	3	1 @ $7150	2 @ $3847 each
Basketball (men's)	1 @ $11916	2	1 @ $7150	1 @ $3847
Basketball (women's)	1 @ $11916	2	1 @ $7150	1 @ $3847
Football	1 @ $11916	6	4 @ $7150 each	2 @ $3847 each
Soccer (women's)	1 @ $11916	2	1 @ $7150	1 @ $3847
Softball	1 @ $11916	3	1 @ $7150	2 @ $3847 each
TIER 2 SPORTS				
Diving	N/A	1	1 @ $6077	N/A
Swimming (men's)	1 @ $10129	1	1 @ $6077	N/A
Swimming (women's)	1 @ $10129	1	1 @ $6077	N/A
Volleyball (women's)	1 @ $10129	1	1 @ $6077	N/A
Water Polo (men's)	1 @ $10129	1	1 @ $6077	N/A
Water Polo (women's)	1 @ $10129	1	1 @ $6077	N/A
Wrestling	1 @ $10129	1	1 @ $6077	N/A
Sand Volleyball (women's)	1 @ $10129	1	1 @ $6077	N/A
TIER 3 SPORTS				
Cross Country (women's)	1 @ $8341	1	1 @ $5005	N/A
Track & Field (women's)	1 @ $8341	1	1 @ $5005	N/A
Golf (men's)	1 @ $8341	0	N/A	N/A
Golf (women's)	1 @ $8341	0	N/A	N/A
Tennis (women's)	1 @ $8341	1	1 @ $5005	N/A

In subsequent years, (beyond the 2023-2024 school year) the Head Coach Stipend amount described in the table above will be modified by the same Salary adjustment as is applied to the Full-Time Faculty Salary Schedule in Article 9 of this CBA and rounded to the nearest dollar. The stipend amount for the Level A Assistant Coaches will be set at 60% of the Head Coach amount for each Tier and rounded to the nearest dollar. The stipend amount for the Tier 1 Level B Assistant Coach will be set at 53.8% of the Tier 1 Level A Assistant Coach amount and rounded to the nearest dollar.

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

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

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

SCCP Facilitation

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

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

Internship/Career Supervision Program

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

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

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

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

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

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

Payment of the Internship Program stipend is provided as follows:

50% payment if the student received a "W"

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

INDEPENDENT STUDY

Independent Study: Full-Time Faculty

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

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

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

Payment of the independent study stipend is provided as follows:

50% payment if the student receives a "W"

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

Independent Study: Part-Time Faculty

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

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

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

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

Payment of the independent study stipend is provided as follows:

50% payment if the student receives a "W"

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

Evaluation Stipend: Full-Time Faculty

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

Evaluation Stipend: Distance Learning Modality Experts

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

Distance Learning Course Development Review Stipend

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

Math ILP Program Coordination Stipend

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

Mileage Reimbursement

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

Travel Time

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

Parking Fee

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

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

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

Part-Time Instructional Faculty Office Hours Program

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

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

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

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

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

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

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

Academic Senate Reassigned Time

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

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

Compensation for Assignments in Addition to Those Covered in this Article

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

ELIGIBILITY AND BENEFITS OFFERINGS

Faculty Eligibility

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

Dependent Eligibility

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

Domestic Partners

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

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

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

BENEFIT OFFERINGS

Medical, Dental and Vision Insurance

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

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

Part-Time Medical Benefits

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

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

Income Protection

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

Life Insurance

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

Contribution Cap

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

Enrollment

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

Commencement and Termination Date of Coverage

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

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

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

Continuance of Medical Insurance

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

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

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

MEDICAL INSURANCE FOR RETIRED FACULTY EMPLOYEES

POST-JULY 1, 1994 COVERAGE

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

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

Medical Insurance for Retirement Eligible Faculty Employee's Beneficiaries

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

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

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

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

POST-JULY 1, 1988 COVERAGE

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

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

POST-NOVEMBER 27, 1984 COVERAGE

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

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

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

PRE-NOVEMBER 27, 1984 COVERAGE

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

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

UNFUNDED LIABILITY FOR PRE 1994 FACULTY

Contribution

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

Oversight of Unfunded Liability

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

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

Distribution of Funds upon Resignation of Employment

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

Refusal of District Medical Benefits

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

Discontinuance of Fund

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

Process for Refunding of Employee Contributions

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

Refund of Employee Contributions

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

Interest Earnings on Contributions

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

Part-Time Retirement Plans

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

1. STRS Defined Benefit Plan; OR
2. STRS Cash Benefit Plan

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

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

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

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

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

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

Days Beyond the Normal Work Year

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

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

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

Pay shall be at the appropriate daily rate.

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

Nursing Faculty: Extra Service Days

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

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

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

Calendar Committee

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

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

Holidays and Non-Student Attendance Days

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

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

Commencement Participation

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

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

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

Collaborative Training

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

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

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

Flexible Calendar

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

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

Definitions

Flexible calendar year is July 1 through June 30.

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

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

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

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

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

Flex Calendar Days

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

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

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

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

Part-Time Flex Obligation

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

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

Exemptions

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

Loading Calculation

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

Overlap of Assigned Hours

Flex activities may not overlap assigned hours.

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

Flex Presenters

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

Utilization of Credit for Coursework

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

Workload Outside Flexible Calendar Parameters

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

Flexible Calendar Obligation Review

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

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

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

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

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

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

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

Part-Time and Overload Faculty Requirements under the Flexible Calendar

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

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

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

Utilization of Sick Leave for Flexible Calendar Obligation

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

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

Annual salary per salary schedule

Total assigned hours per year X flex hours missed = cost

Flex Time Leaves

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

Flex Review Committee

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

The Flex Review Committee will do the following:

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

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General Provisions

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

Sick Leave – Full Time Faculty

Accrual

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

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

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

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

Unused sick leave may be accumulated without limit.

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

Usage

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

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

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

At the end of each fiscal year, or upon a change in assignment resulting in a change in assigned time, or upon retirement or termination of employment, total available hours of sick leave shall be retranslated into days according to the following formula:

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

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

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

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

Examples:

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

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

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

Notification

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

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

Doctor Verification

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

Overload

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

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

Sick Leave – Part-Time Faculty

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

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

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

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

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

Notification

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

Summer School Sick Leave

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

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

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

Additional Sick Leave

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

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

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

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

Personal Necessity Leave

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

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

Members of the "immediate family" shall mean:

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

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

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

Personal necessity is charged against sick leave.

Birth and Adoption Leave

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

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

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

Bereavement Leave

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

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

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

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

Industrial Accident and Illness Leave

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

Commencement of Industrial Accident or Illness Leave

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

Usage

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

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

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

Jury Service Leave

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

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

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

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

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

Military Leave

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

Sabbatical Leave

General

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

Type of Sabbaticals:

Year – 2 consecutive semesters

Semester – any one semester

Eligibility

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

Number of Leaves

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

Compensation

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

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

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

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

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

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

Sabbatical Leave Committee

The Sabbatical Leave Committee shall consist of the following:

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

Process for Granting Sabbaticals

The Committee will agree on its own procedures. By October 15th of each year, the Sabbatical Leave Committee shall prepare and publish a statement of sabbatical criteria regarding sabbaticals for the following year.

Applicants for sabbatical leave must submit a Sabbatical Leave application which includes a detailed description of the proposed program.

Sabbatical leave applications must be submitted to the Vice President of Instruction no later than the first instructional day in December of the year preceding the academic year for which the sabbatical leave is requested.

The Sabbatical Leave Committee shall meet within the second week of December to screen applications for sabbatical leaves and hear proposal presentations by applicants.

The Committee shall forward the names of those faculty members recommended for sabbaticals to the President in force-ranked order. Those faculty members not recommended shall be notified of denial.

Faculty members whose sabbatical requests are denied shall be given an opportunity to meet with the chairperson to discuss the reasons for denial.

The President will review the sabbatical leave proposals submitted by the Committee and determine the number to be recommended. The final list will be forwarded to the Board of Trustees. Faculty members will be notified of the Board of Trustees approval of sabbatical leaves.

Return from Sabbatical

Within thirty (30 days after the beginning of the term following the sabbatical, a written report shall be submitted to the Sabbatical Leave Committee including, where applicable:

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

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

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

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

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

IN-SERVICE LEAVE

General

Full In-Service Leave (100%)

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

Partial In-Service Leave (Less than 100%)

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

Eligibility

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

Number of Leaves

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

Employment Status

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

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

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

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

In-Service Leave Committee

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

Application/Return from Leave

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

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

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

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

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

Leave of Absence without Pay

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

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

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

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

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

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

Reduced Load

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

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

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

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

Leave of Absence with a Disability Allowance

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

Catastrophic Leave

The District Board is authorized to grant additional leave in accordance with Education Code Section 87764.4.

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

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

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

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

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

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

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

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

Catastrophic Leave Program for Part-Time Faculty

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

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

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

Eligibility to Receive Donated Leave

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

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

Donation Process:

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

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

Use of Donated Leave by Recipient:

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

Family and Medical Leave

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

Definitions

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

Work Day

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

Work Week

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

Preparation and Other Outside Teaching Related Duties

Out of class preparation and other outside related duties may include, but are not limited to, course and instructional material preparation, lecture preparation, lap preparation, instructor initiated/course outline of record field trips, exam preparation, grading, regular and substantive interaction with students, classroom syllabi preparation, selecting course texts and other instructional materials, Student Learning Outcomes activities, learning management systems, completing legally required training, evaluation process participation, and communication with District employees and external partners in your role with the District. For Part-Time Faculty Instructional Unit Members there is one hour of out of class preparation and other outside related duties time for every hour of classroom lecture time and one-half hour (.5 hour) of out of class preparation and other outside related duties time for every hour of classroom lab time. This out of class preparation and other outside related duties time is included and incorporated into the pay as described in the Part-Time Faculty and Full-Time Faculty Overload Salary Schedules for Lecture and Lab.

Assigned Time – Instructional Faculty

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

The Parties agree the formula for a full-time instructional faculty member is as follows per semester:

Fifteen (15) Hours teaching

Fifteen (15) Hours preparation and other outside teaching related duties and responsibilities as described above in this article.

Seven (7) Office Hours (The 15 teaching hours and the 7 office hours together equal the 22 hours of assigned time for full-timers. Part-time faculty do not have the required office hours and those who are eligible and choose to offer office hours are paid separately for those office hours).

Three (3) Hours of service to the College, including, but not limited to, service on campus committees, hiring committees, service on evaluation committees of colleagues, participatory governance.

The Lecture Teaching related portion of the full-timers work load will now be 30 hours (15 teaching + 15 prep hours = 30 hours). That 30 hours out of the general 40 hour work week equates to 75% as the parity for part-time teaching faculty. Part-time faculty do not have a specific office hour requirement like full-time faculty do; however, they may utilize office hours pursuant to Article 12 (Part-Time Instructional Faculty Office Hours Program), which are paid separately. Part-time faculty do not have a District service obligation like full-time faculty do.

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

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

Assigned Time – Special Services Faculty – Counselors and Learning Disability Specialists

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

Unit

Is that amount of credit received by the student.

Loading Unit

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

Primary Work Site

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

Appropriate Educational Administrator (AEA)

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

STRS Creditable Service Hours for Part-Time Faculty

For Sierra College part-time instructional faculty assignments, the number of hours that equals "full-time" creditable service for purposes of STRS reporting is currently and has historically been 540 hours. For non-instructional part-time faculty assignments, that number of hours is currently and has historically been 1,050 hours. (Education Code Section 22138.5)

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

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

Professional Time – Special Services Faculty – Counselors and Learning Disability Specialists

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

a) Mandatory meetings: two (2) hours per week of Common Professional Time (CPT) or two (2) hours per week of training (CTRAIN). The total annual mandatory meetings obligation shall include forty (40) hours of CPT and forty (40) hours of CTRAIN for a total of eighty (80) hours per year.
    1. CPT: The purpose of CPT is to provide common, scheduled departmental time to identify and resolve student issues and concerns; assist in developing or revising academic policies and procedures; and/or create or improve programs and services. It may include: direct service-related meetings and work groups, meetings with or among other counselors, management, classified staff, programs and departments. CPT shall be scheduled in Microsoft Outlook.
    2. CTRAIN provides regular professional development in service training. The annual schedule will be developed by the AEA in consultation with the designated Counselor Lead and disseminated to Counselors. CTRAIN shall be scheduled in Microsoft Outlook.

b) Eight (8) hours per week of recordkeeping, professional development, shared governance activity, committee participation, voluntary and required evaluation actions, hiring committee activities and meetings, program development, and all other duties not included in the 30 hours of direct scheduled student contact per week, CPT or CTRAIN.

GENERAL PROVISIONS

Minimum/Maximum Class Sizes

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

Voluntary Assignments

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

Elapsed Time between Daily Assignments

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

Faculty Loading – Instructional

One (1) lecture hour (classroom time) equals one (1) loading unit.

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

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

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

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

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

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

If the yearly work load exceeds thirty (30) loading units, no additional loading units will be added without the faculty member's consent. Additional loading units above thirty (30) shall be compensated at the appropriate part-time Lecture/Lab rate.

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

Assigned Time – Instructional Faculty

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

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

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

Office Hours

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

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

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

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

Non-Traditional Schedules

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

Assigned hours configured without regard to minimum hours per day.

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

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

ASSIGNED TIME – SPECIAL SERVICES FACULTY

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

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

Assigned Time – Special Services Faculty – Learning Disability Specialists

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

Assigned Time – Special Services Faculty – Counselor

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

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

Special Service Faculty Overloads

Full-time Special Services Faculty who teach an overload course shall be paid at the appropriate part-time Lecture/Lab rate per Article 9. Full-time Special Services Faculty who counsel as an overload shall be paid at the appropriate part-time laboratory rate per Article 9.

Review of Counselor Work Schedules

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

Reassignment of Faculty

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

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

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

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

Conflicts Arising from Cancellation in Full-time Faculty Schedules

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

1. Every effort shall be made to ensure that any displacement by a full-time faculty member of a part-time faculty member shall occur at the least senior level practicable.

2. Under no circumstances shall the foregoing objective be interpreted to compel a Full-time faculty member to waive his/her rights regarding elapsed time between days as stated above or to teach a class which he/she is not qualified to teach or a class at a location other than the faculty members' primary work site.

3. If in the Fall Semester, a full-time faculty members' load does not make, the unused portion of a load will be assigned to the following Spring Semester.

4. If in the Spring Semester, a full-time faculty members' load does not make, the unused portion of a load will be assigned to the following Fall Semester.

Limitation of Part-Time Faculty Employment

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

Part-Time Faculty Seniority Assignments

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

General Assignment Provisions

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

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

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

Compliance with Education Code

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

Limitation of Part-Time Faculty Employment

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

Determination of Qualifications and Establishment of Seniority List

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

Assignment of Classes or Services in Accordance to the Seniority List

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

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

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

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

Pattern- Part-Time Instructional Faculty

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

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

1. The same load for two consecutive semesters.

e.g.:	Fall semester	= 20%
	Spring semester	= 20%

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

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

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

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

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

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

Pattern – Part-Time Special Services Faculty

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

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

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

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

part-time special services faculty member's workload is reduced due to involuntary reductions initiated by the District, the "Involuntary Reductions" provision will apply.

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

Assignments during the summer term are excluded from pattern.

Involuntary Reductions

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

Authorized Breaks in Service

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

Non-Loaded Assignments

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

Office Hour Assignments

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

Date of Seniority

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

Seniority Waiting Period

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

Ties in Date of Seniority

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

Termination of Seniority

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

Exclusion of Summer Session in Seniority Assignments

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

Seniority Assignments for Part-Time Physical Education Faculty

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

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

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

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

Exemptions

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

Teaching after Retirement – Instructional Faculty

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

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

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

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

Service after Retirement – Special Services Faculty

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

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

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

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

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

Faculty Service Area (F.S.A.)

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

Competency Criteria

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

Retraining

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

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

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

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

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

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

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

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DEFINITIONS

Evaluee

The person being evaluated.

Tenured Faculty Member

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

Tenure-Track Faculty Member

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

Year-to-Year Non-Tenure Track Faculty Member

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

Special Services Faculty

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

Athletic Coaches

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

Part-Time Faculty Member

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

Overload Teaching Assignment

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

Online Teaching Assignment

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

Hybrid Teaching Assignment

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

Appropriate Educational Administrator (AEA)

The AEA is the evaluee's first line supervisor, typically one of the following: Vice President, Dean, or Associate Dean.

Evaluation Committee

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

Division Peer Evaluator

A tenured faculty member from within the evaluee's division.

Non-Division Peer Evaluator

A tenured faculty member from outside the evaluee's division.

Resource Person

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

Selection Process

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

Classroom Observation

The observation of the evaluee's performance in the classroom by a tenured faculty member or an AEA.

Service Observation

The observation of the evaluee's performance during the delivery of educational support services.

Equity Observation

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

Joint Review Committee

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

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

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

Section 1: Evaluation of Tenure-Track Faculty

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

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

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

Objectives of the Tenure-Track Evaluation Process

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

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

6. consistent, timely, and equity-minded assessments.

7. performance of college service, including, but not limited to, participatory governance and fulfillment of professional responsibilities.

8. knowledge and currency in their discipline including connecting learning to 21st century skills necessary for college and career success.

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

Scheduling of the Tenure-Track Review

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

A list of evaluee's and the list of non-division peer evaluators will be developed by the Human Resources Office.

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

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

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

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

Tenure-Track Evaluation Responsibilities

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

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

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

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

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

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

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

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

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

Composition of Evaluation Committee:

Evaluee (non-voting member).

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

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

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

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

TENURE-TRACK EVALUATION PROCESS

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

Tenure-Track Fall Semester

Step 1: Evaluation Committee Selection Process

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

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

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

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

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

Step 2: Initial Meeting

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

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

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

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

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

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

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

Special Services Faculty and Athletic Coaches

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

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

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

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

Step 3: Classroom Observations or Service Observations

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

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

Step 4: Surveys

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

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

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

Results of Surveys

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

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

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

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

Step 6: Committee Meetings and Draft Committee Report

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

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

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

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

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

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

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

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

Step 8: Committee Member's Statement of Exception

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

Step 9: Evaluee's Statement of Exception

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

Step 10: Review by Vice President

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

Step 11: Review by Superintendent/President

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

Step 12: Notification to the Evaluation Committee

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

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

Agreement

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

Disagreement

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

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

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

The Board of Trustees will make the final decision.

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

Step 13: Written Notification

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

Step 14: Continuation of the Process

Tenure-Track Spring Semester

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

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

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

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

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

Step 1: Success and Retention Data

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

Step 2: Equity Observations

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

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

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

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

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

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

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

Step 15: Disposition of Review Materials

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

Step 16: Personnel File

The following documents shall be kept in the personnel file:

- Committee Report,
- Self-Evaluation Forms,
- Observation Forms,
- Surveys (computer tally sheets and transcribed comments),
- Committee Minutes.

Process after Tenure is Granted

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

Timelines

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

Disputes

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

SECTION 2: EVALUATION OF TENURED FACULTY

Purposes of Evaluation

The purposes of evaluation of tenured faculty are:

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

Objectives of the Tenured Faculty Evaluation

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

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

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

Evaluation Committee for Tenured Faculty Evaluations

Composition of Evaluation Committee:

Evaluee (non-voting member)

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

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

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

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

Schedule of Evaluation for Tenured Faculty Evaluations

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

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

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

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

Rotation of Evaluations

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

Evaluation Responsibilities

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

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

PHASE ONE EVALUATION PROCESS – TENURED FACULTY EVALUATION

Step 1: Evaluation Committee Selection Process

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

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

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

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

Step 2: Initial Meeting of Evaluation Committee

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

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

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

There shall be student surveys in each of the evaluee's regular load classes. The Evaluation Committee is responsible for determining which Evaluation Committee members will administer the surveys. The evaluee will be advised in advance of the student surveys.

Special Services Faculty and Athletic Coaches

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

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

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

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

Step 3: Classroom Observation or Service Observation

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

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

Step 4: Surveys

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

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

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

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

Step 5: Self-Evaluation Forms

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

Step 6: Committee Meetings and Draft Committee Report

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

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

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

Step 7: Committee Report-Evaluation of Tenured Faculty

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

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

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

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

Step 8: Committee Member's Statement of Exception

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

Step 9: Evaluee's Statement of Exception

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

Step 10: Personnel File

The following documents shall be kept in the personnel file:

- Final Evaluation Committee Report;

- Self-Evaluation Forms;
- Observation Forms;
- Surveys (computer tally sheets and transcribed comments);
- Evaluation Committee minutes

Tenured Faculty Evaluation – Joint Review Committee

If a faculty member's performance is rated as "Needs Improvement" or lower by the Evaluation Committee, the Joint Review Committee shall be informed. The Joint Review Committee, after meeting with the Evaluation Committee and evaluee, may place the evaluee in a Phase Two evaluation for the following year.

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

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

Disputes

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

SECTION 3: EVALUATION OF PART-TIME FACULTY

Purpose of Evaluation

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

Scheduling of Evaluation of Part-Time Faculty

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

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

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

Evaluation Process for Part-Time Faculty

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

Part-Time Special Services Faculty and Athletic Coaches

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

Classroom Observation or Service Observation

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

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

Surveys

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

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

Results of Surveys

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

Self-Evaluation

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

Educational Administrator Evaluation

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

Supporting Documents

Supporting documents for the Evaluation Report include:

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

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

Evaluee's Statement of Exception

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

Personnel File

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

Disputes

The result of the evaluations process is not a matter for grievance.

SECTION 4: EVALUATION OF DISTANCE LEARNING INSTRUCTION

Purpose of Evaluation

The purpose of the evaluation of online and hybrid faculty is to maintain the quality of the educational programs and services at Sierra College consistent with the criteria as outlined in the Faculty Evaluation Criteria form.

Scheduling of Evaluation for Distance Learning Assignments

All distance learning modalities (online and hybrid) will be evaluated in accordance with the appropriate section(s) of this article.

Evaluation Process for Distance Learning Assignments

The AEA shall notify the evaluee of the evaluation procedure. The evaluee will be advised in advance of the planned evaluation period. A resource person will be appointed by the AEA from a list provided by the Distance Learning Instructional Technology Committee if needed to ensure appropriate instructional modality expertise. Specific electronic evaluation forms for distance learning student surveys and distance learning faculty observations shall be used for the evaluation process. All evaluation forms are included as an appendix at the end of this contract. A course accessibility and effective practices check will be conducted by Distance Learning during the evaluation process. A course may be referred to Distance Learning for additional review and support as needed.

Online Course Observations

Online course observations will occur over a two-week period. The observations should be of a significant number and duration adequate to provide an in-depth evaluation. Evaluation criteria will be consistent with the criteria outlined in the Faculty Evaluation Criteria form. An Online Course Observation form will be completed by the visiting evaluator.

Surveys

Student surveys for all Distance Learning instructional modalities will be administered online in a confidential manner through the District's course management system by the Distance Learning Department. Students will have one week to complete the evaluation from the time that it is posted in the course management system. Data will be compiled and results sent to the AEA.

SECTION 5: EVALUATION OF YEAR-TO-YEAR NON-TENURE TRACK FACULTY

The Year-to-Year Non-Tenure Track Faculty Evaluation Process is a continuation of the District's search, recruitment and selection process. Recommendations to the Board of Trustees for continued employment of Year-to-Year Non-Tenure Track faculty in the Sierra College District shall be made primarily on the basis of the review conducted under the provisions of this article. The evaluation will follow the tenure track faculty process for the first four (4) years except that there will be no recommendation for tenure in the fourth year. After the first four (4) years, the review will follow the processes of tenured faculty.

SECTION 6: EVALUATION OF DEPARTMENT CHAIRS

All department chairs will be evaluated during the second semester of each term. The evaluation will be conducted by the AEA and will take into account the duties and responsibilities of the chairs listed in Article 21 of this contract. Evaluation forms are included as an appendix in this contract.

Supporting documents will include:

- Department chair Evaluation Form
- Surveys of the department faculty

The process will be used only to evaluation the faculty member's performance as chair and shall not become part of the official personnel record or file.

Faculty members are encouraged to discuss any disputes with an appropriate AEA although this consultation will not alter the term limits for the grievance process.

The faculty member may elect to have an SCFA representative with him/her at any stage of the procedure. The faculty member has the right to include a union representative in meetings with an AEA that could result in possible disciplinary action.

The time limits specified in the grievance process at each level should be considered to be maximums. The time limits may be altered by written mutual agreement between the principal parties to the grievance.

Definitions

Grievance

A formal written allegation by the faculty employee(s) hereinafter referred to as the "grievant", that he/she has been adversely affected by an alleged violation of the specific provisions of this Agreement. Actions to challenge or change the policies of the District as set forth in the rules and regulations, Board policies, or Administrative Regulations and procedures, must be undertaken under separate legal processes. Other matters for which a specific method of review is provided by law, by the policies of the Board of Trustees, or by the administrative regulations and procedures of this College District, are not within the scope of this procedure.

Day

A contracted work day of the grievant.

Immediate Supervisor

The management employee having the most immediate jurisdiction over the grievant.

Conditions Disallowing a Grievance

Failure by the grievant at any step to appeal a grievance to the next step within the specified time limit shall disallow the grievance. Failure of District management at any step to submit a written disposition within the specified time limit shall allow the grievance to proceed to the next level.

Filing

The actual receipt in the office of the immediate supervisor, the appropriate Vice President, or the President within the same limits as provided.

Informal Level

Before filing a formal written grievance, the grievant shall attempt to resolve the issue by an informal conference with the Grievant's immediate supervisor.

FORMAL LEVEL

Step 1: Filing of a Grievance

Within twenty (20) days after the occurrence of the act or omission giving rise to the grievance or within twenty (20) days of the time the grievant with due diligence should have been aware of the act or omission, the grievant must file in the office of the immediate supervisor such grievance in writing. (Grievance Form – Step 1)

This statement shall be a clear, concise statement of the grievance, the specific Article(s) and Section(s) alleged to have been violated, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought by the grievant.

The supervisor shall communicate a decision in writing to the grievant within ten (10) days after receiving the grievance. (Grievance Answer – Step 1). If the supervisor does not respond within the time limit, the grievant may appeal to the next level.

Within the above time limits, either party may request a personal conference with the other party.

Step 2: Appeal to Vice President

In the event the grievant is not satisfied with the decision at Step 1, the grievant may appeal the decision by filing the appropriate form (Grievance Form – Step 2) in the office of the Vice President within ten (10) days of the grievant's receipt of the supervisor's decision.

This statement shall include a copy of the original grievance, the decision rendered by the supervisor, and a clear, concise statement of the reasons for the appeal. The Vice President or designee shall communicate a decision in writing to the grievant within ten (10) days after receiving the appeal. (Grievance Answer – Step 2). Within the above time limits, either party may request a personal conference with the other party.

Step 3: Appeal to Superintendent/President

If the grievant is not satisfied with the decision in Step 2, the grievant may appeal the decision by filing the appropriate form (Grievance Form – Step 3) in the office of the President/Superintendent within ten (10) days of the grievant's receipt of the Vice President's decision.

This statement shall include a copy of the original grievance, the decision rendered by the supervisor, the decision rendered by the Vice President, and a clear, concise statement of the reasons for the appeal.

Within ten (10) days from the date of filing, the president or designee shall meet with the grievant, any involved supervisor or management employee, and the grievant's designated Grievance Representative in an effort to resolve the grievance. The President or designee shall within ten (10) days of said meeting give the answer in writing with respect to the grievance, with a copy to the grievant, the Association, and the Vice President. (Grievance Answer – Step 3).

If, by mutual agreement, the grievant and the Superintendent do not wish to proceed with Step 4 or Step 5 of the grievance procedure, they may elect to take the grievance directly to the Board of Trustees for action.

Step 4: Advisory Arbitration

If the grievant is not satisfied with the Superintendent's response at Step 3, or if the response is not submitted within agreed time limits, the grievant may, within ten (10) working days of receipt of the Superintendent's decision, notify the Superintendent in writing of his/her intention to proceed to advisory arbitration. If the faculty member is not represented by the Association, the Superintendent will notify the Association of the request.

The arbitrator shall have no power to add to, or delete, or amend the terms of this Agreement.

The arbitrator shall be selected by mutual agreement. If the parties are unable to agree on an arbitrator, the following procedure will be used:

A representative of the grievant and the Board's representative shall select the arbitrator from the California State Conciliation Service's list of five (5) names by eliminating names until one name remains.

The first option of elimination shall be determined by lot. The one remaining name shall be the arbitrator. The process of striking names shall occur within ten (10) working days of receipt of the list of both parties.

The decision of the arbitrator shall be submitted to the Superintendent, grievant, and Association.

The fees of the arbitrator and related costs hall be borne equally by the District and the grievant or the Association.

Step 5: Appeal to the Board of Trustees

If either the grievant or Superintendent is not satisfied with the recommendation of the arbitrator, either may appeal for action to the Board of Trustees by filing a written appeal in the Superintendent's office within ten (10) days upon receipt of the arbitrator's recommendation, and copies of such appeal shall be given to all parties.

The appeal shall be considered at the next regularly scheduled District Board of Trustees meeting consistent with the agenda items submission deadline. If the Board desires additional information, it may gather additional facts in a hearing with both parties present and permitted to add to the record. The Board shall make its decision based on the record submitted by the arbitrator and any additional facts presented in the Board hearing. If any management representative, excluding the Superintendent in his capacity of Secretary to the Board unless he participates as a management representative, is present during any Executive Session regarding the grievance, the grievant or his/her designee shall be notified in writing of this Executive Session and have the option of being in attendance. The decision of the District's Board of Trustees shall be communicated in writing within ten (10) working days of the Executive Session hearing.

Grievance Forms

The forms for the Grievance Process are available in the Human Resources Office. The following pages are replicas of the forms used in the process.

SIERRA COLLEGE GRIEVANCE FORM STEP 1
FACULTY

Upon completion of this form please Distribute as follows:

Original -	Human Resources
Copy 1 -	Supervisor
Copy 2 -	Grievant
Copy 3 -	Grievant
Copy 4 -	Grievant

PLEASE PRINT

EMPLOYEE NAME _____ POSITION TITLE(S) _____

EMPLOYEE NAME _____ POSITION TITLE(S) _____

EMPLOYEE NAME _____ POSITION TITLE(S) _____

CLEAR CONCISE STATEMENT OF THE GRIEVANCE INCLUDING CIRCUMSTANCES INVOLVED (or please attach):

_____

_____

_____

_____

_____

SPECIFIC ARTICLE(S) AND SECTION(S) ALLEGEDLY VIOLATED:

ARTICLE _____ SECTION _____

ARTICLE _____ SECTION _____

ARTICLE _____ SECTION _____

DECISION RENDERED AT THE INFORMAL CONFERENCE: _____

_____

_____

SPECIFIC REMEDY SOUGHT: _____

_____

_____

DATE: _____ SIGNATURE(S) OF GRIEVANT(S) _____

6-2-12

SIERRA COLLEGE GRIEVANCE ANSWER STEP 1
FACULTY

Upon completion of this form please Distribute as follows:

Original -	Human Resources
Copy 1 -	Supervisor
Copy 2 -	Grievant
Copy 3 -	Grievant
Copy 4 -	Grievant

PLEASE PRINT

EMPLOYEE NAME _____ POSITION TITLE(S) _____

EMPLOYEE NAME _____ POSITION TITLE(S) _____

EMPLOYEE NAME _____ POSITION TITLE(S) _____

IMMEDIATE SUPERVISOR'S DECISION

_____

_____

_____

_____

_____

DATE: _____SUPERVISOR SIGNATURE: _____

ACCEPTED BY: _____DATE: _____

_____DATE: _____

_____DATE: _____

REJECTED BY: _____DATE: _____

_____DATE: _____

_____DATE: _____

6-12-12

SIERRA COLLEGE GRIEVANCE FORM STEP 2
FACULTY

Upon completion of this form please Distribute as follows:

Original -	Human Resources
Copy 1 -	Supervisor
Copy 2 -	Grievant
Copy 3 -	Grievant
Copy 4 -	Grievant

PLEASE PRINT

EMPLOYEE NAME _____ EMPLOYEE NAME _____

EMPLOYEE NAME _____ EMPLOYEE NAME _____

EMPLOYEE NAME _____ EMPLOYEE NAME _____

CLEAR CONCISE STATEMENT FOR THE REASON FOR THE APPEAL:

_____

_____

_____

_____

_____

SPECIFIC REMEDY SOUGHT:

_____

_____

_____

_____

DATE: _____

SIGNATURE(S) OF GRIEVANT(S)

_____

_____

_____

_____

NOTE: SUBMIT COPY OF ORIGINAL GRIEVANCE WITH THIS FORM.

6-2-12

SIERRA COLLEGE GRIEVANCE ANSWER STEP 2
FACULTY

Upon completion of this form please Distribute as follows:

Original -	Human Resources
Copy 1 -	Supervisor
Copy 2 -	Grievant
Copy 3 -	Grievant
Copy 4 -	Grievant

PLEASE PRINT

NAME OF GRIEVANT _____

NAME OF GRIEVANT _____

NAME OF GRIEVANT _____

ASSISTANT SUPERINTENDENT'S DECISION

_____

_____

_____

_____

_____

DATE: _____ ASSISTANT SUPERINTENDENT SIGNATURE:_____

ACCEPTED BY: _____DATE: _____

_____DATE: _____

_____DATE: _____

REJECTED BY: _____DATE: _____

_____DATE: _____

_____DATE: _____

6-12-12

SIERRA COLLEGE GRIEVANCE FORM STEP 3
FACULTY

Upon completion of this form please Distribute as follows:

Original -	Human Resources
Copy 1 -	Supervisor
Copy 2 -	Grievant
Copy 3 -	Grievant
Copy 4 -	Grievant

PLEASE PRINT

EMPLOYEE NAME _____ EMPLOYEE NAME _____

EMPLOYEE NAME _____ EMPLOYEE NAME _____

EMPLOYEE NAME _____ EMPLOYEE NAME _____

CLEAR CONCISE STATEMENT FOR THE REASON FOR THE APPEAL:

_____

_____

_____

_____

_____

SPECIFIC REMEDY SOUGHT:

_____

_____

_____

_____

DATE: _____

SIGNATURE(S) OF GRIEVANT(S)

_____

_____

_____

_____

NOTE: SUBMIT COPY OF ORIGINAL GRIEVANCE WITH THIS FORM.

6-2-12

SIERRA COLLEGE GRIEVANCE ANSWER STEP 3
FACULTY

Upon completion of this form please Distribute as follows:

Original -	Human Resources
Copy 1 -	Supervisor
Copy 2 -	Grievant
Copy 3 -	Grievant
Copy 4 -	Grievant

PLEASE PRINT

NAME OF GRIEVANT _____

NAME OF GRIEVANT _____

NAME OF GRIEVANT _____

PRESIDENT'S DECISION

_____

_____

_____

_____

_____

DATE: _____ PRESIDENT'S SIGNATURE:_____

6-12-12

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ARTICLE 20: PERSONNEL FILE

General Provision

There shall be one (1) official District personnel file for each faculty member maintained in the District's Personnel Office. The District Personnel Office shall maintain a log indicating the date of placement of any written materials placed in the personnel file.

Contents of Personnel File

The personnel file consists of the following materials developed and received in the course of district business.

Initial Employment Record

- Application
- Supplement Application(s)
- Transcripts of Academic Records
- Verification of Related Work Experience
- Pre-Employment Inquiries such as Interview Records, Letters of Recommendation, Testing Materials
- Health Verification Documents(s)
- Approval of Employment – Board Action

Service Records

- Evaluation Reports
- Written Complaints and Disciplinary Actions
- Written Rebuttals to Written Complaints and Disciplinary Actions
- Letters of Recommendation
- Safety Rules Acknowledgement
- Annual Employee Salary Data Form
- Periodic Evidence of Chest X-Ray or Approved Intradermal Tuberculin Test

Other Materials

Other materials not listed above that are considered appropriate for inclusion by the Director of Human Resources shall first be forwarded to the employee. The employee shall have ten (10) days from the receipt of the materials to object to the inclusion. If the employee objects to inclusion, the determination whether to include will be by agreement between the District and the Association.

Any person who requests placement of material in the personnel file shall sign and date the request.

Usage of Personnel File

Only materials in the official District personnel file shall be used in any proceeding affecting the status of the faculty member's employment with the District.

Access to Personnel Files

A faculty member may, by request, inspect his/her personnel file in the Personnel Office.

The faculty member's request for inspection shall be during a time when the faculty member is not required to render service to the District.

Inspection of the faculty member's personnel file is not to include ratings, reports, or records which:

- were obtained prior to the employment of the person involved;
- were prepared by identifiable examination committee members, or;
- were obtained in connection with the promotional examination

Personnel files shall not be removed from the Personnel Office without prior approval of the Director of Human Resources or designee.

Personnel files shall be inspected in the presence of an official of the Personnel Office or other designated management employee.

The faculty member may be accompanied by a representative when inspecting his/her file. Anyone other than an appropriate District employee must have written authorization by the faculty member, if not accompanied by him/her.

Access by Third Parties

Personnel files are subject to inspection by third parties (1) with the written consent of the faculty member or (2) pursuant to a subpoena issued in accordance with applicable State or Federal law or (3) the order of a court of competent jurisdiction. Upon receiving a subpoena or court order requesting the production of the records, the Personnel Office shall give the faculty member oral or written notice as soon as possible, but no later than five (5) calendar days after receiving the subpoena or other order. In order to protect the faculty member's right to privacy, prior to complying with the subpoena or court order, the Personnel Office shall authenticate the order and consult legal counsel as may be necessary.

Public Record

Information contained in a faculty member's file that is a public record as defined by the California Public Records Act, commencing with Section 6250 of the Government Code, is subject to inspection by the public in accordance with the Act.

Copy of Records

Upon request, any faculty member may receive copies of materials in his/her personnel file. The faculty member shall pay for the cost of reproduction of materials in accordance with the fee schedule in Administrative Regulation R1120.

Information of a Derogatory Nature

Information of a derogatory nature, except materials mentioned under "Access to Personnel Files" shall not be entered or filed unless and until the faculty member is given notice and an opportunity to review and comment thereon.

The Associate Vice President of Human Resources shall inform the faculty member of receipt of derogatory material. The faculty member shall have ten (10) employee working days to enter a response to any derogatory material.

"Derogatory" shall be interpreted to mean any information that would be considered degrading, detracting, or disparaging to the employee. However, if the employee believes that any information to be placed in the personnel file is derogatory, the employee may respond in writing.

The information shall be considered a part of the personnel file when (1) time for filing a grievance has lapsed or (2) the document has been sustained by the grievance process. If the grievance is sustained, the information shall not be considered a part of the personnel file and is a Class 3 disposable record.

Sealing of Derogatory Information

After four (4) years, a faculty member may request in writing to the Associate Vice President of Human Resources, to have materials of a derogatory nature in his/her personnel file sealed from access by anyone other than the President/Superintendent.

The request shall be acted upon by the President/Superintendent within a reasonable period of time from receipt of the written request.

In the event the President/Superintendent needs to unseal the materials, he/she shall notify the faculty member of the time, date, and place of such action. The faculty member may be present and may be accompanied by a representative.

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Statement of Purpose:

This document establishes definitions as they related to department chairs, outlines the duties and responsibilities of a chair, establishes compensation levels, and provides a procedure for the election, evaluations, and removal of a chair.

Definitions

Discipline:	A specific course of study.
Department:	A group of disciplines whose faculty members, with the approval of the appropriate educational administrator, have agreed to act as a single unit for the purposes of coordinating the program(s). A department must consist of a minimum of 1.0 FTEF.
Department Chair:	A faculty member who has been designated by the members of the department by election or other means as described later to work with the appropriate educational administrator to facilitate department matters.
Appropriate Educational Administrator:	For example, one of the following: Vice President, Dean, or Associate Dean.

If a department has a coordinator who already performs the duties as defined in this article, there will not be a department chair for that department.

Determination of Departments

Each division shall determine the composition of the departments within the division based upon the definition above.

It is recognized that related disciplines can cluster to act as a department. It is further recognized that disciplines may need to separate from larger departments. When such occasions arise, the appropriate educational administrator(s) will work with the discipline to develop a recommendation. That recommendation will be sent forward for consideration to a review panel consisting of the Vice President of Instruction, the appropriate educational administrator (AEA), an Academic Senate representative and a representative from SCFA. Distribution of any additional costs associated with such revisions, or savings there from, shall be determined at the SCFA – District negotiations table or, if necessary, at MINT (Mutual Interest Negotiations Team).

Duties and Responsibilities

The primary role of a department chair is that of liaison between the department members, all instructional sites, and the AEA, gaining consensus among department members and representing the department. In addition, a chair engages in multiple tasks generally beyond the responsibilities of a regular faculty member.

The following are the primary duties and responsibilities normally expected of a department chair. Since the complexities of the tasks will vary by department, each educational administrator will work closely

with the department chair and the department to determine the specific priorities for the department.

- Advises and assists the AEA in the creation of department course schedules and faculty teaching assignments.
- Chairs departmental meetings.
- Participates in meetings of department chairs.
- Facilitates preparation and implementation of the department budget.
- Facilitates planning for and utilization of equipment and facilities.
- Facilitates review, development and implementation of department curricula.
- Facilitates departmental Planning Assessment Reports (PAR).
- Represents the department in the development of division priorities.
- Assists in evaluating department classified staff when appropriate.
- Works with the AEA in recruitment and selection of part-time faculty.
- Works with the AEA in the evaluation of part-time faculty as appropriate.
- Works with the AEA to deal with student complaints as appropriate.
- Represents the department to the community when appropriate.
- Attends department advisory committee meetings.
- Organizes and facilitates Planning and Assessment Day activities.
- Facilitates the discussion, analysis, and reporting of program/course outcomes.

In the exercise of these duties and responsibilities, department chairs are under the limitations specified in the Educational Employment Relations Act codified at Government Code Section 3540.1(m), as well as Educational Code section 87610.1(e). Any duties of a management or supervisory nature can only be performed in an incidental manner, and department chairs cannot perform those duties independently – they can only assist and advise the AEA, who remains responsible for the performance of those duties. Supervisory duties include, but are not limited to, creating course assignments, hiring part-time faculty, and managing part-time faculty or any other employees of the District.

Compensation

Department chair compensation will be in the form of a stipend, unless a department chair needs reassigned time to achieve a full base load. Stipend equivalents of reassigned time will be calculated using each department chair's current rate on the overload pay schedule. A department chair's compensation will be divided between reassigned time and a stipend if less than the full compensation amount is needed to reach a full base load.

Placement on the schedule below for reassigned time or stipends will be based on the number of FTEF in the department. FTEF shall be taken from the prior year's Fall Productivity Report from the District Research Office.

FTEF	Stipend or Reassigned Time
1.0-2.99	$1,000 stipend per semester
3.0-12.99	20% reassigned time or stipend equivalent per semester
13.00-22.99	40% reassigned time or stipend equivalent per semester
23.00 or more	60% reassigned time or stipend equivalent per semester

ELECTION OF DEPARTMENT CHAIRS

Eligibility

Only full-time tenured and tenure-track faculty members of a department may be considered for the position of chair.

Department chairs are elected by eligible department members.

Department members who are eligible to vote include all full-time faculty, and those part-time faculty who have attained seniority rights within the department and taught for at least one semester during the current academic year.

A full-time faculty member will be eligible to vote in all departments in which he or she has taught during the current academic year (either as part of regular load or as an overload). A part-time faculty member will be eligible to vote in all departments in which he or she meets the requirements above.

Term

Chairs will serve a two year term. Terms begin July 1 of the first year and end June 30 of the second year.

Nominations

The AEA will notify all eligible department members of the election procedure and deadlines for submission of nominations.

Any eligible department member interested in serving as department chair shall submit a memo of intent in writing, submitted by paper copy or email, to the AEA prior to the deadline.

Additional nominations may be made by members of the department with the approval of the person being nominated.

If only one member of a department is eligible to run for chair, the AEA can appoint that faculty member as chair without election.

If only one member of a department is nominated for chair at the close of the nomination period, the deadline to indicate intent to serve will be extended by three business days. If at the end of the extended deadline there is still only one nominee, the AEA can appoint that faculty member as chair without conducting an election.

Election Procedure

All department chair elections will be conducted on the same timeline during the month of April, with exact dates to be established by the division deans, and completed by May 1.

All balloting will be done electronically through Sierra College email and conducted by the Research Office.

Ballots will remain confidential and the results will be certified and reported by the Research Office.

To be elected, a candidate must receive a majority of the ballots cast. If no candidate emerges with the majority of the votes cast, a run-off election shall be held between the top two candidates.

Should any nominated department member wish to question the results of a department chair election, they may submit a request to the Joint Review Committee (JRC as referenced in Article 18) and the JRC may elect to review the election results. In the event the JRC agrees to review the election results, all nominees and the AEA will be notified of the request and the review. The JRC does not possess the authority to change or overturn an election, but rather only to make recommendations to the AEA and the department after reviewing the election results.

Appointment in Lieu of Election of Department Chair

If there are no candidates for the office of department chair, the AEA may appoint an interim department chair.

PERFORMANCE EVALUATION

All department chairs will be evaluated during the second semester of each term, as described in Article 18, Section 6. The evaluation will be conducted by the AEA and will include surveys of the department faculty. This process will be used only to evaluate the faculty member's performance as chair and shall not become part of the official personnel record or file.

In addition to this scheduled evaluation, chairs may be evaluated as necessary by the AEA.

DEPARTMENT CHAIR RECALL OR REMOVAL

Faculty Recall:

Recall requires two-thirds of the votes cast. A recall election may be instituted by a petition signed by 30% of the full-time faculty in the department and filed with the AEA. The reasons for recall must be stated. The department chair shall have the opportunity at a department meeting to answer to the reasons for recall. The AEA shall oversee the process. The recall vote will be scheduled as soon as possible after the receipt of the recall petition and the meeting held to discuss the recall.

Recall may be instituted no sooner than one semester after the chair takes office. A recalled department chair shall not be eligible for the position of department chair until another chair has served in that position and at least one year has elapsed since having been recalled. All balloting will be done electronically through Sierra College email and conducted by the Research Office.

Administrative Removal

The AEA may conclude on the basis of the department chair performance evaluation material, his/her own assessment or both, that the chair should no longer serve. Under these circumstances, the AEA has the following options:

1. Call for a department chair election, with the current chair eligible to run.

2. Recommend removal of the chair through the Vice President of Instruction with notice given to the department. If the Vice President concurs with the AEA's recommendation, and no appeals

are received from the department (excluding the chair) by the Vice President within ten (10) days of the receipt of the recommendation, the chair may be removed effective immediately or at the end of the semester.

3. If the AEA's decision is appealed in writing by 30% of the full-time faculty of the department, the Vice President must convene a meeting of the department to discuss the matter. The chair and the AEA may be included in that meeting. Following the meeting, the Vice President may remove the chair or not.

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ARTICLE 22: DISTANCE LEARNING INSTRUCTION

The mission of Sierra College is to provide an inclusive and safe educational environment for our students. We remain committed to meeting the varied needs of our students for both in person and online learning and services. Our mission requires us to provide a strong faculty and staff presence in both online and on-ground modalities, which is integral to creating a collegial, inclusive environment for employees and students. Sierra College recognizes that the availability of both online and on-ground scheduling can provide flexibility for our employees while contributing to student success.

Each full-time faculty member is assigned a primary work site (Rocklin, NCC or TT) and will work their accountable hours at that primary site with some flexibility to work off campus based on the AEA's right of assignment. Full-time faculty members are expected to be generally available Monday through Friday as needed to work on or off campus.

Definitions

Online Course

A course that is delivered 100% online with no in-person attendance required.

Synchronous Online

The class has mandatory scheduled meeting times through an online meeting platform (e.g. Zoom).

Asynchronous Online

The class has no mandatory scheduled online class meetings.

Hybrid Course

A course that is delivered partially online and partially in-person. Any course with both online instruction and scheduled in-person meetings is a hybrid course.

Hy-flex Course

A course that is offered in-person and synchronously online. Students may choose their method of attendance each day.

Distance Learning and Instructional Technology Committee (DLIT)

DLIT consists of the Distance Learning Coordinator, distance learning educational administrator and a minimum of seven faculty (full or part-time) appointed by the Academic Senate. Additional faculty may be appointed so that disciplines taught in the distance learning format are represented.

These definitions reflect practice at the time of this contract, but may change as student needs and technology evolve.

Assignment

AEAs have right of assignment and will work to keep instructor interest and availability in mind while making assignments that best meet student and scheduling needs. As a result, a full-time faculty member will have a mix of on-ground and online assignments in their teaching load. In unusual circumstances, the AEA may determine that departmental scheduling needs are best met by offering a full-time faculty member a 100% online teaching load. In such cases, the AEA will bring forward the request to be approved by SCFA and the VPI.

Full-time faculty teaching online retain the obligation to fulfill professional responsibilities and engage in the participatory governance process, which may include on-ground activities and meetings. Employees may also be required to attend in-person on campus meetings scheduled by the Supervisor or District Administration during the term of the Agreement including potentially on days when they otherwise do not teach on-ground courses.

Class Size

Maximum class sizes are determined for pedagogical reasons; therefore, on-ground, online and hybrid courses will utilize the same maximum class sizes as stated in the curriculum course outline of record.

Summer Load Limit

A faculty member shall not teach more than 10 loading units online in any summer, defined as the period between end of spring semester and beginning of fall semester. A teaching load of more than 10 units online during the summer requires approval by the appropriate VP and the SCFA.

Faculty/Student Interaction for Online Instruction

Online faculty should be online for a minimum of four out of seven days per week and at least three hours per week. Online instruction shall include regular and substantive interactions between students and faculty, as defined by ACCJC and DLIT. In most instances, students should be able to get a response from faculty within a reasonable amount of time, which must also be defined in the syllabus for the course.

Online and Hybrid Course Review Process

Faculty will go through a review process to be able to teach online or hybrid classes. Approval process:

- Faculty must take training either before they are assigned to online classes or during the first semester they teach.
- Faculty who have completed qualified training elsewhere (as determined by DL) do not have to complete Sierra's training.
- Faculty will go through the approval process the second semester they teach online (whether they are teaching the same class they did the first semester or a different one).
- This approval process is separate from the contractional evaluation process.

Online Training and Online and Hybrid Course Review Stipends

Compensation for online training and online/hybrid course reviews is as follows:

A faculty member who has completed the Distance Learning Department's online training will

receive a $1000 stipend.

Upon successfully passing the course review for their first online or hybrid course, the faculty member is approved to teach online and will receive an additional $1500 stipend.

Online Teaching Assignments

Once a faculty member has been approved to teach online, they can be assigned any online or hybrid class they have the MQs to teach. AEAs reserve the right of assignment when assigning all classes, regardless of modality.

Approval will be for three years (6 consecutive semesters) from the first approved semester.

- DL will develop refresher training (3 hours), updated annually. The purpose of this training is to provide updates on new technology, expectations for effective practices, accessibility requirements, requirements for accreditation, etc. In semester 4 or 5, approved faculty are required to complete the refresher training. Faculty who do not complete training by the end of semester 5 cannot be assigned to online or hybrid classes beginning semester 7 until the training is completed.

  Example: A faculty member passes online course review in Fall 2025. By the end of Fall 2027, they have not completed the refresher training. They may (at the discretion of the AEA) be assigned online classes for Spring 2028 (semester 6), but they cannot be assigned online classes beginning Fall 2028 until the training is completed. Depending on the needs of the class schedule, a delay in a faculty member's completion of the refresher training may result in their pattern not being met for one or more semesters.

Once a faculty member has been approved to teach online, their continued use of effective practices and adherence to accessibility requirements will be considered as part of the normal full- or part-time evaluation process.

- If a faculty member is teaching online, they will be evaluated in that modality.

- When a faculty member is being evaluated online, at least one class observation should be done by a currently approved faculty member who will consider both effective practices and accessibility requirements. The same class may be evaluated by both a qualified online reviewer and a discipline expert if appropriate.

Introduction

All class or research materials developed by a faculty member (videotapes, computer programs, pamphlets, training materials, outlines, syllabi, audio tapes, and similar materials produced for course sections) shall become the property of that unit member. The right to claim copyright (ownership) of the class or research that results from the systematic organization of these materials shall be as follows:

Outside Work

The faculty member claims the copyright of class or research material if it was created outside his or her assigned time with the District.

Work for Hire

The District claims the copyright of the class or research material if it is "work for hire" (i.e. the work was created by the faculty member within his or her assigned time with the District) or the class is an institutional effort.

Joint Work

The District and the faculty member share the copyright if the class or research material is created under circumstances in which the faculty member contributes his or her time outside the assigned time to the District and the District contributes services, staff, and/or financial resources, or under other circumstances not outlined above. The agreement delineating the terms of shared copyright must be signed by the faculty member, SCFA, and the District in advance of the creation of the class.

Royalty Rights

Royalty distribution rights shall be determined by copyright ownership. Faculty members with full copyright ownership retain full royalty distribution rights. The District with full copyright ownership retains full royalty distribution rights. The use of District resources solely for the delivery of instruction will not be construed as giving the District an interest with regard to intellectual property rights.

If the District and faculty member share copyright ownership, the District, on behalf of both parties, shall be responsible for registering copyright. Royalty distribution rights shall be allocated as follows: One hundred percent of royalties or other profits shall be distributed to reimburse the district and/or faculty member(s) for documented expenses for the creation and production of the class or project until all such documented expenses are completely reimbursed. The remainder of any royalties or other profits shall be distributed 50% to the District and 50% to the faculty member(s) sharing the copyright. Distribution of royalty income when there is shared ownership shall be based upon the percentage of ownership as determined above.

Advance Agreement

Issues of copyright ownership and royalty distribution under the provisions of this Article shall be resolved in advance by the Committee on Intellectual Property. This Committee shall consist of an educational administrator selected by the District, a faculty member selected by the Faculty Senate and a faculty member selected by SCFA.

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Introduction

The District and the Association support the American Association of University Professors(AAUP) Statement of Principles on Academic Freedom and Tenure, both the rights and the duties specified therein. This Article is intended to reflect the intent of the AAUP statement and Sierra College Board Policy 4030 as approved on 3/9/2004. This Article is further intended to declare the District's and the Association's intent to allow those activities protected by constitutional freedom of speech and other forms of academic freedom protected by the laws of the State of California and the laws of the United States. Nothing in this article is intended to supersede State or Federal laws and/or regulations.

Professional Protections

The College shall maintain and encourage full freedom for its faculty members to investigate, discuss, teach, research, publish, and pursue knowledge in line with the tools of their individual disciplines.

Faculty members may discuss their own subject or area of competence in the classroom as well as any other relevant matters, including controversial matters, so long as they distinguish between personal opinions and factual information.

Faculty shall be free from harassment, interference, or restrictions based on political views in their exercise of academic freedom as described in this section. The Board or its representatives shall not unlawfully inquire into, nor predicate any adverse action upon, a faculty member's personal, political, or organizational activities or preferences.

Professional Autonomy

Individual faculty members have the principle right and responsibility, according to their own professional judgment, to determine the methods of instruction, the planning and presentation of course materials and text books, and the fair and equitable methods of assessment in their assignment in accordance with the approved curriculum and course outline and the educational mission of the District in accordance with federal and/or state laws and regulations. Individual faculty members are encourages to work collaboratively with their disciplinary colleagues on course rigor, texts and material selections, assessments and policies, but retain the principle rights and responsibilities described above.

Professional Commitments and Obligations

All faculty members should:

- Conduct a classroom environment that is conducive to student learning, growth, and development in which students are free from discrimination, prejudice, and harassment and in which students are free to express relevant ideas and opinions.
- Clearly differentiate to students the expression of a faculty member's personal opinions or convictions from the objective presentation of theory, fact, or ideas.
- Participate in the student grievance process in instances where a student believes his or

her rights have been violated.

- Observe the stated policies and procedures of the district; however, faculty maintain their right to express differences of opinion, engage the district in a discussion as to whether policies and procedures contravene academic freedom, and seek revision to policy and procedures through the faculty role in the participatory governance process.

Article 24 Grievances

The District and the Association agree that this Article applied to both full and part-time faculty and that alleged violations of this article shall be handled through the special grievance process described in this section.

Informal Level

Before filing a formal written grievance, the grievant shall attempt to resolve the issue by an informal conference with the grievant's immediate supervisor.

Formal Level

Step 1: Filing of a Grievance

Within twenty (20) days after the occurrence of the act or omission giving rise to the grievance based on Article 24, Academic Freedom, or within twenty (20) days of the time the grievant with due diligence should have been aware of the act or omission, the grievant must file in the office of the Vice President of Instruction or the Vice President of Student Services (as appropriate) such grievance in writing. (Grievance Form – Step 1)

This statement shall be a clear, concise statement of the grievance and the Section(s) of Article 24 alleged to have been violated, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought by the grievant.

The grievance shall be heard by an ad-hoc committee consisting of the Vice-President of Instruction or the Vice President of Student Services (depending on where the grievance was filed) and three appointees from the Academic Senate.

The ad-hoc committee shall communicate a decision in writing to the grievant within twenty (20) days after receiving the grievance. (Grievance Answer – Step 1). If the committee does not respond within the time limit, the grievant may appeal to the next level. If the committee cannot reach consensus within the time limit, the grievance is advanced to Step 2.

Within the above time limits, either party may request a personal conference with the other party.

Step 2: Appeal to Superintendent/President and President of the Academic Senate

In the event the grievant is not satisfied with the decision at Step 1, the grievant may appeal the decision by filing the appropriate form (Grievance Form – Step 2) in the office of the Superintendent/President within ten (10) days of the grievant's receipt of the committee's decision.

This statement shall include a copy of the original grievance, the decision rendered by the committee at Step 1, and a clear, concise statement of the reasons for the appeal. The grievance shall be heard jointly by the Superintendent/President and the President of the Academic Senate.

The Superintendent/President and the President of the Academic Senate shall communicate a decision in writing to the grievant within ten (10) days after receiving the grievance. (Grievance Answer – Step 2). If the Superintendent/President and the President of the Academic Senate do not respond within the time limit, the grievant may appeal to the next level. If the Superintendent/President and the President of the Academic Senate cannot reach consensus within the time limit, the grievance is advanced to Step 3.

Step 3: Appeal to the Board of Trustees

If the grievant or Superintendent is not satisfied with the decision of the Superintendent/President and the President of the Academic Senate, he or she may appeal for action to the Board of Trustees by filing a written appeal in the Superintendent's office within ten (10) days upon receipt of the Step 2 decision, and copies of such appeal shall be given to all parties.

The appeal shall be considered at the next regularly scheduled District Board of Trustees meeting consistent with the agenda items submission deadline. If the Board desires additional information, it may gather additional facts in a hearing with both parties present and permitted to add to the record. The Board shall make its decision based on the record of the grievance and any additional facts presented in the Board hearing. If any management representative, excluding the Superintendent in his capacity of Secretary to the Board unless he participates as a management representative, is present during any Executive Session regarding the grievance, the grievant or his/her designee shall be notified in writing of this Executive Session and have the option of being in attendance. The decision of the District's Board of Trustees shall be communicated in writing within ten (10) working days of the Executive Session hearing. The grievance may be heard in public session with the agreement of both the grievant and the District.

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SIERRA COMMUNITY COLLEGE DISTRICT RESOLUTION NO. 76-19 (as amended)

VOLUNTARY RECOGNITION GRANTED, E.E.R.B. RULE 30022

WHEREAS, Section 3540, et seq. of the Government Code, Title 1, Division 4, Chapter 10.7 (Rodda Act) provides that the Public School Employer may voluntarily recognize an employee organization as the exclusive representative of an appropriate unit of faculty; and

WHEREAS, the Sierra College Faculty Association, affiliated with the California Teachers Association has requested recognition pursuant to the provisions of the "Rodda Act" and has complied with the appropriate sections of the rules and regulations of the Educational Employment Relations Board; and

WHEREAS, the Sierra College Faculty Association has agreed not to seek a clarification or amendment of the representation unit as set forth below:

THEREFORE, the Board of Trustees hereby grants exclusive recognition to the Sierra College Faculty Association for the faculty in the representation unit which is comprised of the following positions:

Administrative Intern,
Assessment Counselor,
CCC/Work Experience Coordinator,
College Health Nurse/Practitioner,
Contract Ed/Small Business Center Coordinator.
Coordinator LRC,
Counselors,
Enabler for the Handicapped,
English Writing Center Coordinator,
EOPS Specialist,
Instructional Faculty,
Learning Disabilities Specialist,
Learning Skills Specialist or Reading Professor,
Librarians,
Outreach Specialist,
Professor/Learning Disabilities and Basic Learning Skills,
Professor/Special Education,
Professor/Work Experience Education,
Public Safety Coordinator,
Reading/Learning Skills Specialist,
Rehabilitation Counselor,
Staff Development Coordinator,
Writing/Learning Skills Center Coordinator,

And excluding all other positions not designated, including but not limited to:

Assistant Director-Plant Operations,
Associate Dean-Curriculum and Instructional Support,
Associate Dean-Liberal Arts,
Associate Dean-Public Safety,
Associate Dean-RN/LVN/Health Services,

Associate Dean-Sciences and Mathematics,
Associate Dean-Student Development and Services,
Associate Dean-Work Force Development,
Associate Vice President-Information/Instructional Technologies,
Associate Vice President-Student Development & Services,
Bookstore Manager,
Business Services Supervisor,
Chief of Police Services,
Circulation Services Supervisor,
Community Education Program Manager,
Computer and Network Operations Supervisor,
Customized Work Force Training Program Manager,
Database Administrator/District systems Security Manager,
Dean-Business and Technologies,
Dean-Liberal Arts,
Dean-Library/LRC,
Dean-P.E./Athletics,
Dean-Sciences and Mathematics,
Director of Business Services,
Director of Research and Planning,
Executive Assistant to the President/Publications Supervisor,
Executive Secretary/Board Recorder-President/Superintendent,
Executive Secretary-Educational Programs and Services,
Executive Secretary-Finance and Administration,
Executive Secretary-President,
Financial Aid Supervisor,
Manager of Diversity Programs,
Marketing/Public Relations Supervisor,
Personnel/Benefits Coordinator,
Personnel/Classifications and Special Projects Coordinator,
Personnel/Employment Coordinator.
Plant Operations Supervisor,
President/District Superintendent,
Project Supervisor-Office of Educational Programs and Services,
Provost-NCC, Associate Vice President – Human Resources,
Purchasing Supervisor,
Resident Life Supervisor,
Small Business Development Center-Assistant Program Manager,
Small Business Development Center-Program Manager,
Systems and Programming Manager,
Tutoring Center Supervisor,
Vice President for Educational Programs and Services,
Vice President for Finance and Administration,

Memorandum of Understanding Regarding Medical Insurance for Part-time Faculty

Memorandum of Understanding

Between Los Rios Community College District and Sierra Joint Community College District for a Joint District Medical Insurance Program for Adjunct Faculty

I. BACKGROUND:

The Los Rios Community College District and the Sierra Joint Community College District desire to create a program that would permit an adjunct faculty member who is employed at both districts to participate in Los Rios medical insurance program. The development and implementation of joint medical insurance is due to expected State contributions toward medical premiums as provided by Assembly Bill 3099 which established Sections 87860 through 87869 of the California Education Code. This joint district medical insurance program follows the guidelines developed by the State Chancellor's Office for the Part-Time Faculty Medical Program pursuant to AB 3099. The continuation of this agreement is therefore predicated on the continued existence and adequate state funding for the program. Any significant changes due to State guidelines, state reimbursement levels, or other new requirements may result in the termination of this program.

II. PARTICIPANT ELIGIBILITY:

In order to participate in the Los Rios medical program for the Fall or Spring semester, an adjunct faculty member must meet the following eligibility requirements:

a. The adjunct faculty member must not be covered by insurance provided by another employer of the adjunct faculty member or their spouse.

b. The adjunct faculty member must have a minimum Los Rios workload of 0.30 FTE as of August 20 and/or February 10 (credit courses only).

c. The adjunct faculty member must be commencing at least the third semester out of the last five semesters at Los Rios.

d. The combined work load at both districts must equal or exceed 0.60 FTE as of August 20 and/or February 10 (credit courses only).

III. BENEFITS OF THE PROGRAM:

Participants may enroll IN THE Los Rios medical program for adjunct faculty. This program is a collectively bargained program between the Los Rios College Federation of Teachers and the Los Rios Community College District. As such, the program is subject to future changes that may extend from collective bargaining. A copy of the relevant sections of the current agreement is attached and incorporated by reference into this Memorandum of Understanding. Los Rios will advise Sierra of any changes to the program caused by rate adjustments, collective bargaining, or other causes. This Joint District Medical Insurance Program does not include access to the Los Rios dental insurance plan.

IV. ADMINISTRATION:

This agreement will be administered as follows:

a. Eligible adjunct faculty employed at Los Rios Community College District that desire to receive workload credit (FTE) for their employment at Sierra Joint Community College District must provide Los Rios with a form certifying their Sierra and Los Rios qualifying FTE (Form CCFS-361) no later than the due date specified in Section II. The adjunct faculty member must also submit all other forms, certifications, and other documentation as is typically required by Los Rios by the same due date.

b. Los Rios will provide medical benefits and related district contribution amount as established for the coverage period based on the documentation submitted.

c. Los Rios will summarize all Sierra FTE that has been submitted for Los Rios benefits and submit a copy of the FTE summary to Sierra by September 1 or March 1 for each semester's coverage.

d. Sierra will verify the accuracy of the Sierra FTE. If there are any discrepancies, Sierra will report the discrepancy to Los Rios by September 20 or March 20 for each semester's coverage.

e. If the certified FTE on Form CCFS-361 differs from the FTE confirmed by Sierra, the employee will be asked to resolve the difference. If the difference results in an FTE below the required .60 FTE, coverage will be terminated retroactively and/or the employee will be billed for any insurance premiums or medical services extended.

V. FUNDING THE COST OF THE JOINT MEDICAL PROGRAM:

The districts agree to share the employer cost as follows:

a. The total medical insurance premium cost of joint employees will be identified. The maximum district contribution towards medical premiums for a joint employee shall follow the provision outlined in LRCFT/LRCCD collective bargaining agreement.

b. Los Rios will advise Sierra of the estimated proportionate share of total costs and provide supporting calculations by October 10 and April 10 of each semester's coverage. Los Rios will advise Sierra of the final proportionate share of costs and provide supporting calculations after the final State contributions are known. This final State contribution is expected to be known between June 15 and November 1, near or after the conclusion of the fiscal year.

c. Such premium costs will be paid proportionately by each district. The Los Rios FTE to be included in the calculation will be the actual Los Rios FTE, which will be not less than 0.30 and not greater than 0.60. The Sierra FTE to be included in the calculation will be the lesser of (2) the actual Sierra FTE, or (b) the difference between 0.60 FTE and the Los Rios FTE.

d. Sierra will submit payment to Los Rios for the District's estimated proportionate share of costs within 30 days of receipt of invoice.

e. Upon receipt of State funds for the fiscal year for the Part-Time Faculty Medical Program, each district's cost will be reduced by the proportionate amount of State reimbursements provided. Initial reimbursement from the State is expected around June 15 of the fiscal year. Los Rios will remit Sierra's proportionate reimbursements within 30 days of receiving such State funds.

f. The final proportionate share of costs may differ from the calculated costs due to changes in State contribution or other factors. If the final Sierra share of costs differs from amounts paid, Sierra shall either pay or receive a refund of the difference within 30 days of receiving from Los Rios any recalculated costs and reimbursements.

VI: Termination or Modification of this Agreement:

Either district may terminate this Memorandum of Understanding at any time by giving notice to the other district at least 90 days in advance of the next semester coverage period. This agreement may be terminated if there are material changes to the current provisions of the State's Part-Time Faculty Medical Program including the elimination of or significant reduction to the current fifty percent (50%) reimbursement level from the State for medical premium costs, changes in insurance rates/coverage, plan changes due to the Districts' collective bargaining agreements, or any other material change to the provisions of the Memorandum of Understanding. The districts may modify this Memorandum of Understanding at any time by mutual agreement.

Date: 5-29-98	Date: 5-20-98
Brice W. Harris	***Kevin M. Ramirez***
Brice W. Harris, Chancellor, Los Rios Community College District	Kevin M. Ramirez, President Sierra Joint Community College District

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Sierra College Faculty Evaluation Criteria

1. **Effective communication and collaboration** – Communicate and collaborate with others in a culturally inclusive and respectful manner where everyone's input and perspectives are heard and valued.
   - Recognize different communication styles and how best to connect with others.
   - Engage in trauma-informed practices.
   - Use active listening, emotional intelligence, empathy, and mindfulness strategies when communicating with others.
   - Utilize the interest-based approach to reach consensus.
   - Employ effective strategies to resolve conflict.
2. **Effective delivery of teaching or special services including equity practices that create an environment of inclusion** – Support and engage in equity practices that create an environment of inclusion. Employees will interact with individuals and within an environment that is characterized by acceptance, valuing, respect, and support.
   - Create a climate of inclusion that supports an environment of respect, empathy, understanding, and appreciation of individual and group differences.
   - Implement workplace practices that reflect an equity mindset.
   - Understand biases and their negative impact on student success and the workplace environment.
   - Mentor and model inclusive behavior to retain and recruit a diverse workforce.
   - Use diverse perspectives to arrive at innovative workplace solutions.
3. **Self-reflection and self-development – Stay current and continually improve their mastery of the skills necessary to be effective in their positions**.
   - Engage in research to improve job performance.
   - Utilize data to identify areas of success and professional growth.
   - Stay current with the technological tools required in their position.
   - Collaborate with peers both in and out of their areas to improve job effectiveness.
   - Have an awareness of wellness resources.
4. **Inclusive, equitable, and learner-centered course design and curriculum to include knowledge and application of technology and accessibility** – Design and implement inclusive, equitable, and learner-centered environments and activities for the diverse body of Sierra College students. Diversity includes but is not limited to race, religious creed, color, national origin, ancestry, physical disability, mental disability, learning disability, psychological or emotional disability, medical condition, genetic information, marital status, sux, gender, gender identity, gender expression, age, sexual orientation, and military or veteran status. An atmosphere of inclusion and cultural humility will be promoted in all learning environments.
   - Apply effective practices in andragogy, pedagogy, and educational theory to course design.
   - Engage in action and/or traditional research in the scholarship of teaching and learning to improve job performance.
   - Create and utilize diverse materials and activities that are intentionally designed to produce equitable outcomes.
   - Distinguish elements of appropriate, quality, and rigorous curricula that meet Title V standards and align with the mission, vision, and core values of the college.
   - Design culturally responsive learning environments that meet the needs of and engage students and that adhere to the COR (Course Outline of Record).

- Remain current with educational technology, tools, and resources.
- Create engaging and inclusive online environments.
- Utilize the institution's learning management system in ways that support student success.
- Ensure accessibility of all content in alignment with federal law and Sierra College standards while engaging students in learning experiences that support their individual strengths and needs.

5. **Consistent, timely and equity-minded assessments – Ensure learning through consistent, timely, and equity-minded assessments.**
   - Create equity-minded formative and summative assessments and rubrics using standards of best practices (e.g., using the backward design model).
   - Utilize evidence of student learning to identify areas of success and opportunities for professional growth.
   - Utilize qualitative and quantitative data to consistently engage in self-assessment, reflection, and training to improve student success for disproportionately impacted groups.
   - Write equitable, clear, and measurable course and program outcomes using standards of best practices.
6. **Performance of college service, including but not limited to participatory governance and fulfillment of professional responsibilities.**
   - Regularly attend departmental meetings.
   - Contribute to departmental operations (planning, reporting, budgeting, etc.).
   - Update departmental curricula and procedures on a regular basis.
   - Serve on a governance committee.
   - Participate in campus activities.
   - Maintain cooperative and effective working relationships with faculty, classified staff, and managers.
   - Avail themselves of current communications from participatory governance bodies.
   - Meet scheduled obligations (e.g., classes, student hours, final examinations, events, student appointments and/or provided services) as assigned and scheduled.
   - Follow current approved course outlines and department/division procedures.
   - Prepare, update annually, and distribute to students and division office a syllabus and other appropriate materials for each assignment according to the minimum standards set by the Academic Senate.
   - Maintain accurate records and submits required materials on time (attendance records, census forms, grade records, other reports, semester and annual work plans, financial reports, requisitions, eligibility material, and semester and annual work schedules).
   - Submit textbook orders on time.
   - Respond to district division communications in a timely manner.
7. **Knowledge and currency in their discipline including connecting learning to 21st century skills necessary for college and career success** – Connect learning in the classroom to 21st century skills necessary for college and career success, helping to facilitate students' development and growth. These learning, literacy, and life skills will increase student engagement and success both in and out of the classroom.
   - Read professional journals related to field.
   - Participate in relevant training activities.
   - Attend professional conference, workshops, and activities related to field.

- Review texts and other new materials in the fields.
- Network with colleagues both internally and externally.
- Maintain current and/or develop new articulation agreements.
- Do research and engage in professional activities and/or creative work in respective field.
- Implement culturally responsive practices that create an inclusive learning environment that recognizes, respects, and affirms individual and group differences.
- Facilitate learning experiences that encourage civil discourse and critical thinking about diverse perspectives, assumptions, and viewpoints.
- Employ engaging strategies, including cooperative/collaborative learning, that address the affective domain and promote active learning, independent learning, critical thinking, metacognition, 21st century skills, and a growth mindset.
- Access, and assist students in accessing, digital tools and campus resources to maintain student contact and provide necessary support and interventions (Canvas, Sierra Connect, email, SC website, Student Services offices, tutoring, food pantry, etc.).
- Use Guided Pathways principles to assist students in making informed academic decisions and guide students in developing academic behaviors for college success and lifelong learning (e.g., time- and self-management, study strategies, interdependence, self-awareness and self-motivation, growth mindset, personal responsibility).

SIERRA JOINT COMMUNITY COLLEGE DISTRICT
FACULTY SELF-REFLECTION/PROFESSIONAL GROWTH FORM

Name _____Semester_____ Year _____

The Self-Reflection/Professional Growth plan is informed by individual success and retention data, the Sierra College Faculty Evaluation Criteria, observations, student/staff surveys, personal reflection, and other relevant data to self-reflect on your practice in the areas listed below. Develop a professional growth plan for the areas you will focus on in the next year (tenure-track faculty) or next 3 years (tenured faculty) including actions toward closing/eliminating equity gaps and increasing student success.

SIERRA JOINT COMMUNITY COLLEGE DISTRICT
FACULTY SELF-REFLECTION/PROFESSIONAL GROWTH FORM

Name _____Semester_____ Year _____

Objectives	Self-Reflection – How have you achieved outcomes?	Professional Growth Plan
Effective communication and collaboration. Communicate and collaborate with others in a culturally inclusive and respectful manner where everyone's input and perspectives are heard and valued.		

SIERRA JOINT COMMUNITY COLLEGE DISTRICT
FACULTY SELF-REFLECTION/PROFESSIONAL GROWTH FORM

Name _____Semester_____ Year _____

Objectives	Self-Reflection – How have you achieved outcomes?	Professional Growth Plan
Effective delivery of teaching or special services including equity practices that create an environment of inclusion. Support and engage in equity practices that create an environment of inclusion. Employees will interact with individuals and within an environment that is characterized by acceptance, valuing, respect, and support.		
Self-reflection and self-development. Stay current and continually improve their mastery of the skills necessary to be effective in their positions.		

SIERRA JOINT COMMUNITY COLLEGE DISTRICT
FACULTY SELF-REFLECTION/PROFESSIONAL GROWTH FORM

Name _____Semester_____ Year _____

Objectives	Self-Reflection – How have you achieved outcomes?	Professional Growth Plan
Inclusive, equitable, and learner-centered course design and curriculum to include knowledge and application of technology and accessibility. Design and implement inclusive, equitable, and learner-centered environments and activities for the diverse body of Sierra College students. Diversity includes but is not limited to race, religious creed, color, national origin, ancestry, physical disability, mental disability, learning disability, psychological or emotional disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, and military or veteran status. An atmosphere of inclusion and cultural humility will be promoted in all learning environments.		

SIERRA JOINT COMMUNITY COLLEGE DISTRICT
FACULTY SELF-REFLECTION/PROFESSIONAL GROWTH FORM

Name _____Semester_____ Year _____

Objectives	Self-Reflection – How have you achieved outcomes?	Professional Growth Plan
Consistent, timely and equity-minded assessments. Ensure learning through consistent, timely, and equity-minded assessments.		
Performance of college service, including but not limited to, participatory governance and fulfillment of professional responsibilities.		
Knowledge and currency in their discipline including connecting learning to 21st century skills necessary for college and career success. Connect learning in the classroom to 21st century skills necessary for college and career success, helping to facilitate students' development and growth. These learning, literacy, and life skills will increase student engagement and success both in and out of the classroom.		

SIERRA JOINT COMMUNITY COLLEGE DISTRICT
FACULTY SELF-REFLECTION/PROFESSIONAL GROWTH FORM

Name _____Semester_____ Year _____

Objectives	DIPA Self-Reflection
Tenure-track only: Please share the results of your Data-Informed Action Plan (DIPA). Include in your reflection what was assessed, a description of the intervention, the assessment results, and next steps based on the assessment results.	

Signature:

_____ _____
Name Date

Signature of Equity Mentor (Tenure-track only): This signature only acknowledges that the tenure-track faculty participated in the spring tenure-track process with an Equity Mentor.

_____ _____
Name Date

Faculty Growth Form: Instructional On-ground Observation

Name: _____ Course: _____

Observer: _____ Semester/Year: _____

Course Document Observation	**Excellent**	**Good**	**Average**	**Not yet**	**?***
Syllabus					
Assignment/Assessment					

Class Observation	**Excellent**	**Good**	**Average**	**Not yet**	**?***
Faculty member is prepared					
Agenda/outcomes set at beginning of session					
Appropriate/welcoming environment established					
Class structure supports diverse learning styles					
If used, class materials are relevant to the session topic and culturally inclusive					
Students are involved/engaged					
Students' questions are answered					
Demonstrated knowledge of material					
Evidence of equity mindset (e.g., provide examples relating course content to students' experiences)					
Demonstrated self-reflection					
Time managed efficiently					
Summary and closure used					
Students seem to gain understanding					

*The "?" box is to be checked if a skill was not observed or not applicable to the instructor.

Comments: Provide at least 3 comments/suggestions in each of the 4 sections
Syllabus/Assignment/Assessment Strengths

Syllabus/Assignment/Assessment Areas for Growth

Observed Course's Strengths

Observed Course's Areas for Growth

Faculty Growth Form: Instructional Online Observation

Name: _____ Course: _____

Observer: _____ Semester/Year: _____

Course Document Observation	**Excellent**	**Good**	**Average**	**Not yet**	**?***
Syllabus					
Assignment/Assessment					

Class Observation	**Excellent**	**Good**	**Average**	**Not Yet**	**?***
Faculty member is present and interacting in the learning environment					
Agenda/outcomes set at beginning of session/module					
Appropriate/welcoming environment established					
Content is structured and easy to navigate/understand					
If used, instructional/learning environment materials are culturally inclusive					
Students are involved/engaged/interacting					
Feedback is provided to students					
Demonstrated knowledge of course material or relevant information (e.g., transfer requirements)					
Evidence of equity mindset (e.g., provide examples relating learning environment content to students' experiences)					
Evidence of faculty generated content and/or information specific to individual student needs (i.e., information that assists students with their decision-making process)					
Summary and closure used in session/module					
Students seem to gain understanding/assessments completed					

*The "?" box is to be checked if a skill was not observed or not applicable to the instructor.

Reviewed & approved SCFA/District, July 2024

Comments: Provide at least 3 comments/suggestions in each of the 4 sections
Syllabus/Assignment/Assessment Strengths

Syllabus/Assignment/Assessment Areas for Growth

Observed Course's Strengths

Observed Course's Areas for Growth

Faculty Growth Form: Instructional Hybrid Observation

Name: _____ Course: _____

Observer: _____ Semester/Year: _____

Course Document Observation	**Excellent**	**Good**	**Average**	**Not yet**	**?***
Syllabus					
Assignment/Assessment					

Class Observation – On-ground	**Excellent**	**Good**	**Average**	**Not yet**	**?***
Faculty member is prepared					
Agenda/outcomes set at beginning of session					
Appropriate/welcoming environment established					
Class structure supports diverse learning styles					
If used, class materials are relevant to the session topic and culturally inclusive					
Students are involved/engaged					
Students' questions are answered					
Evidence of equity mindset (e.g., provide examples relating course content to students' experiences)					
Demonstrated self-reflection					
Time managed efficiently					
Summary and closure used					
Students seem to gain understanding					
Class Observation – Online					
Faculty member is present and interacting in the learning environment					
Agenda/outcomes set at beginning of session/module					

Appropriate/welcoming online environment established					
Content is structured and easy to navigate/understand					
Students are involved/engaged/interacting					
Feedback is provided to students					
Evidence of equity mindset in the online environment (e.g., provide examples relating learning environment content to students' experiences)					
Evidence of faculty generated content and/or information specific to individual student needs (i.e., information that assists students with their decision-making process)					
Summary and closure used in session/module					
Students seem to gain understanding/assessments completed					
Class Observation – Overall Considerations					
Demonstrated knowledge of course material					
On-ground and online sections are structured as a single, coherent course					
Students provided with clear expectations for work in both on-ground and online sections					

*The "?" box is to be checked if a skill was not observed or not applicable to the instructor.

Comments: Provide at least 3 comments/suggestions in each of the 4 sections
Syllabus/Assignment/Assessment Strengths

Syllabus/Assignment/Assessment Areas for Growth

Observed Course's Strengths

Observed Course's Areas for Growth

Faculty Growth Form: Clinical Observation

Name: _____ Course: _____

Observer: _____ Semester/Year: _____

Clinical Observation	Excellent	Good	Average	Not yet	?*
Oriented class to the clinical facility					
Faculty member is prepared					
Agenda/outcomes set at beginning of session					
Guided the students in meeting clinical objectives					
Assisted students					
Demonstrated clinical experience					
Sought out assistance from Agency staff when needed					
Utilized demonstration, simulation, and/or other methods to help students apply theory to clinical practice					
Provided constructive feedback concerning student's clinical performance					
Provided opportunities for students to express concerns					
Helpful to students having difficulty in clinical area					
Demonstrated empathy/relatability					
Post-conference used constructively					
Time managed efficiently					
Students seem to gain understanding					

*The "?" box is to be checked if a skill was not observed or not applicable to the instructor.

Comments: Provide at least 3 comments/suggestions in each of the 2 sections
Clinical Observation Strengths

Clinical Observation Areas for Growth

Faculty Growth Form: Athletic Coach Observation

Name: _____ Course: _____

Observer: _____ Semester/Year: _____

Practice/Game Observation	Excellent	Good	Average	Not yet	?*
Activity began promptly					
Clear progression of specific stretching and warm-up exercises prior to activity					
Agenda/outcomes set at beginning of session					
Purpose of activity made clear					
Displayed advanced knowledge of the sport and the skills necessary to succeed					
Clearly instructed the athletes in skills and techniques					
Organized and prepared for the practice and/or game					
Displayed enthusiasm for coaching					
Successfully used positive motivation with the athletes to enhance performance					
Related well to the student athletes					
Provided helpful feedback to the athletes					
Demonstrated empathy/relatability					
Assisted individual student athletes					
Athletes responded to coaching during the activity					
Students seem to gain understanding of the activities					
Time was well used					

*The "?" box is to be checked if a skill was not observed or not applicable to the instructor.

Comments: Provide at least 3 comments/suggestions in each of the 2 sections
Athletic Coach Observation Strengths

Athletic Coach Observation Areas for Growth

Faculty Growth Form: Special Services Observation

Name: _____ Course: _____

Observer: _____ Semester/Year: _____

Special Services Visitation Observation	Excellent	Good	Average	Not yet	?*
Activity began promptly					
Purpose of activity was clear					
Agenda/outcomes set at beginning of session					
Activity was organized					
Important ideas were clearly explained					
Demonstrated mastery/knowledge of relevant area (e.g., education plans for counselors, library resources for librarians, etc.)					
Critical thinking was encouraged					
Effective use of presentation modes					
Displayed enthusiasm for student success					
Encouraged relevant student involvement					
Responded respectfully to student viewpoints that differed from the faculty					
Demonstrated empathy/relatability					
Student(s)/client(s) appeared responsive during the activity					
Summarized main points of the activity					
Time was well used					
Appeared to satisfy student(s)/client(s) regarding purpose of the visit					

*The "?" box is to be checked if a skill was not observed or not applicable to the instructor.

Comments: Provide at least 3 comments/suggestions in each of the 2 sections
Special Services Observation Strengths

Special Services Observation Areas for Growth

SIERRA COLLEGE JOINT COMMUNITY COLLEGE DISTRICT
STUDENT SURVEY FORM – INSTRUCTIONAL ON-GROUND

At Sierra College, we strive for excellence in our programs and instruction. The faculty will use these surveys and your written comments to evaluate their performance.

Instructions: Please check the appropriate box for each item. You need not respond to all items.

The faculty member...	Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree	N/A
Starts and dismisses the class on time.						
Meets all office hours and student appointments.						
Presents lessons and/or activities in an organized manner.						
Explains the purpose of each class session and/or activity.						
Is knowledgeable about subject.						
Encourages student participation.						
Answers students' questions.						
Welcomes and accepts different points of view.						
Class structure supports different learning styles.						
Syllabus/course outline provides relevant information and is welcoming.						
Is clear and concise in explaining the grading system.						
Grades fairly.						
Gives helpful feedback.						
Conducts the course at a pace that I can follow.						
Uses course materials (e.g., images, videos, handouts, course packets, textbooks, etc.) that promote student learning.						
Gives assignments that are appropriate for the course.						
Gives examinations that cover material assigned.						
Returns assignments, tests, and quizzes in a reasonable time.						
Is approachable.						
Creates a welcoming environment.						
Follows safety and security practices appropriate for this class.						
Informs students of services available to them.						
Presents examples that reflect the experiences of diverse students and identities (e.g., race/ethnicity, gender, sexual orientation, and other diverse identities).						
What did you like about the course?						
What would you change about the course?						

Faculty Name: _____ Course: _____ Today's Date: _____

Reviewed & approved SCFA/District, June 2023

SIERRA COLLEGE JOINT COMMUNITY COLLEGE DISTRICT
STUDENT SURVEY FORM – INSTRUCTIONAL ONLINE

At Sierra College, we strive for excellence in our programs and instruction. The faculty will use these surveys and your written comments to evaluate their performance.

Instructions: Please check the appropriate box for each item. You need not respond to all items.

The faculty member...	Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree	N/A
Provides adequate time for scheduled assignments and activities.						
Offers opportunities for students to interact with one another.						
Uses course materials (e.g., images, videos, handouts, course packets, textbooks, etc.) that promote student learning.						
Returns assignments with helpful feedback within a reasonable time.						
Clearly explains the course goals and objectives.						
Clearly explains course grading system.						
Grades fairly.						
Gives helpful feedback.						
Encourages student participation.						
Answers students' questions.						
Welcomes and accepts different points of view.						
Demonstrates a willingness to assist individual students.						
Is flexible and willing to change an approach when students are having difficulty.						
Provides syllabus and calendar the first week the course begins.						
Is knowledgeable about the subject.						
Gives examinations that cover material assigned.						
Provides direction and structure for online discussion.						
Instructor responds to emails within a reasonable amount of time.						
Gives assignment and written work that are appropriate for the course.						
Presents lessons in a clear, organized manner.						
Motivates students and creates interest in the subject area.						
Creates a welcoming environment.						
Presents examples that reflect the experiences of diverse students and identities (e.g., race/ethnicity, gender, sexual orientation, and other diverse identities).						
Informs students of services available to them.						
Technology Questions	Yes	No				
I have previously completed an online course.						
The technology used in this course was user friendly.						

What did you like about the course?						
What did you not like about the course? **OR** What would you change about the course?						
On average, how many hours do you spend per week on your online course?						

SIERRA COLLEGE JOINT COMMUNITY COLLEGE DISTRICT
STUDENT SURVEY FORM – INSTRUCTIONAL HYBRID

At Sierra College, we strive for excellence in our programs and instruction. The faculty will use these surveys and your written comments to evaluate their performance.

Instructions: Please check the appropriate box for each item. You need not respond to all items.

The faculty member...	Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree	N/A
Starts and dismisses the class on time.						
Meets all office hours and student appointments.						
Presents lessons and/or activities in an organized manner.						
Explains the purpose of each class session and/or activity.						
Provides adequate time for scheduled assignments and activities.						
Offers opportunities for students to interact with one another.						
Uses course materials (e.g., images, videos, handouts, course packets, textbooks, etc.) that promote student learning.						
Returns assignments with helpful feedback within a reasonable time.						
Clearly explains the course goals and objectives.						
Clearly explains course grading system.						
Grades fairly.						
Gives helpful feedback.						
Encourages student participation.						
Answers students' questions.						
Welcomes and accepts different points of view.						
Demonstrates a willingness to assist individual students.						
Is flexible and willing to change an approach when students are having difficulty.						
Syllabus/course outline provides relevant information and is welcoming.						
Is knowledgeable about the subject.						
Gives examinations that cover material assigned.						
Provides direction and structure for online/on-ground discussion.						
Instructor responds to emails within a reasonable amount of time.						
Gives assignment and written work that are appropriate for the course.						
Motivates students and creates interest in the subject area.						
Creates a welcoming environment.						
Follows safety and security practices appropriate for this class.						
Presents examples that reflect the experiences of diverse students and identities (e.g., race/ethnicity, gender, sexual orientation, and other diverse identities).						

Informs students of services available to them.						
Technology Questions	Yes	No				
I have previously completed a hybrid or online course.						
The technology used in this course was user friendly.						
What did you like about the course?						
What did you not like about the course? **OR** What would you change about the course?						
On average, how many hours do you spend per week on your online course?						

SIERRA COLLEGE JOINT COMMUNITY COLLEGE DISTRICT
STUDENT SURVEY FORM – INSTRUCTIONAL HYBRID ESL FACULTY

At Sierra College, we strive for excellence in our programs and instruction. The faculty will use these surveys and your written comments to evaluate their performance.

Instructions: Please check the appropriate box for each item. You need not respond to all items.

The faculty member...	Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree	N/A
Starts and ends class on time.						
Has office hours to meet with students.						
Explains lessons and/or activities in an organized way.						
Explains the reason for the lesson.						
Provides enough time for assignments and activities.						
Offers opportunities for students to work with other students.						
Uses course materials (e.g., pictures, videos, handouts, books, etc.) to help students learn.						
Returns assignments and gives helpful feedback within a reasonable time.						
Clearly explains what student learn in the course.						
Clearly explains the grading.						
Uses fair grading.						
Gives helpful feedback.						
Wants all students to participate and talk.						
Answers students' questions						
Welcomes and listens to different ideas and opinions						
Tries to help students						
Explains things in a different way or gives examples when students do not understand.						
Syllabus gives important information						
Syllabus is friendly						
Knows how to teach English.						
Gives tests on what students do in class and as homework						
Gives clear directions for online work.						
Gives clear directions for in-class activities.						
Replies to student emails within a reasonable time.						
Gives homework and activities about class topics.						
Makes class interesting.						
Makes students feel comfortable in class.						
Follows safety and security rules.						
Uses examples that show the experiences of diverse students and identities (e.g., race/ethnicity, gender, sexual orientation, and other diverse identities).						

Tells students about support services available						
Technology Questions	Yes	No				
I completed a hybrid or online course before this semester.						
The technology for this course was easy to use.						
What did you like about the course?						
What did you not like about the course? **OR** What would you change about the course?						
On average, how many hours do you spend per week on your online course?						

SIERRA COLLEGE JOINT COMMUNITY COLLEGE DISTRICT
STUDENT SURVEY FORM – CLINICAL FACULTY

At Sierra College, we strive for excellence in our programs and instruction. The faculty will use these surveys and your written comments to evaluate their performance.

Instructions: Please check the appropriate box for each item. You need not respond to all items.

The faculty member...	Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree	N/A
Arrives at the assigned time.						
Remains for the entire clinical/laboratory period.						
Is punctual in meeting student appointments.						
Is available to assist students when necessary.						
Seeks assistance or information from agency staff as needed.						
Utilizes demonstrations, simulations, and/or other methods to help students apply theory to clinical practice.						
Returns care plans in a reasonable time.						
Encourages student's confidence.						
Oriented the class to the clinical facility.						
Is clear in explaining course requirements.						
Is clear in explaining the evaluation process for the course.						
Behaves in a professional manner.						
Is well prepared for clinical.						
Displays patient care expertise in the clinical area.						
Expectations of students were realistic and based on the course objectives.						
Provides prompt, constructive feedback concerning student's clinical performance.						
Provides opportunities for students to express anxieties and concerns.						
Conducts post-conferences as scheduled and uses them constructively to assist students to apply theory to clinical practice.						
Is helpful to students having difficulty in the clinical area.						
What did you like about the clinical experience?						
What would you change about the clinical experience?						

Faculty Name: _____ Course: _____ Today's Date: _____

Reviewed & approved SCFA/District, June 2023

SIERRA COLLEGE JOINT COMMUNITY COLLEGE DISTRICT
STUDENT SURVEY FORM – COUNSELORS

At Sierra College, we strive for excellence in our programs and instruction. The counselor will use these surveys and your written comments to evaluate their performance.

Instructions: Please check the appropriate box for each item. You need not respond to all items.

The primary purpose of my appointment today is ...

Academic Advising _____ Career Counseling _____ Personal Counseling _____

The counselor...	Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree	N/A
Was able to answer my questions.						
Explained information clearly.						
Seemed well prepared for the counseling appointment.						
Was on time for the counseling appointment.						
Raised important questions for me to consider.						
Encouraged me to ask questions and express opinions.						
Provided a supportive atmosphere during our session.						
Seemed willing to assist me.						
Showed concern for my needs.						
Encouraged me to pursue my goals.						
Listened to my concerns without judging.						
Referred me to other college or outside-of-college services.						
Displayed enthusiasm during the counseling session.						
I would refer another student to this counselor.						
What did you like about the counseling session?						
What would you change about the counseling session?						

Faculty Name: _____ Course: _____ Today's Date: _____

Reviewed & approved SCFA/District, June 2023

SIERRA COLLEGE JOINT COMMUNITY COLLEGE DISTRICT
STUDENT SURVEY FORM – ESL FACULTY

At Sierra College, we strive for excellence in our programs and instruction. The ESL faculty will use these surveys and your written comments to evaluate their performance.

Instructions: Please check the appropriate box for each item. You need not respond to all items.

The faculty member...	Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree	N/A
Explains the class in general the first week.						
Explains the grading.						
Knows how to teach English.						
Is prepared for the class.						
Begins and ends class on time.						
Makes class clear and organized.						
Likes to teach the class.						
Makes class interesting.						
Wants all students to participate and talk.						
Welcomes and listens to different ideas and the opinions of students.						
Gives tests on what you do in class and as homework.						
Returns tests to you quickly.						
Gives class homework and class activities on what you study.						
Returns class homework quickly.						
Corrects your mistakes and helps you improve your English.						
Answers your questions so you understand.						
Explains things a different way or gives examples when you do not understand.						
Uses books and materials that are at the right level for you (not too hard or too easy).						
Makes you feel comfortable in class.						
What did you like about the course?						
What would you change about the course?						

Faculty Name: _____ Course: _____ Today's Date: _____

Reviewed & approved SCFA/District, June 2023

SIERRA COLLEGE JOINT COMMUNITY COLLEGE DISTRICT
STUDENT SURVEY FORM – COLLEGE HEALTH NURSE

At Sierra College, we strive for excellence in our programs and instruction. The health nurse faculty will use these surveys and your written comments to evaluate their performance.

Instructions: Please check the appropriate box for each item. You need not respond to all items.

The faculty member...	Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree	N/A
I feel comfortable talking about my health problems with the nurse.						
The nurse answers my questions and concerns.						
I would seek service from the nurse again.						
I would refer another student to the nurse.						
The nurse is willing to provide assistance.						
The nurse is punctual for appointments.						
The nurse shows concern about my health problems.						
The nurse encourages me to assume responsibility for my own health care.						
The nurse explains health information clearly.						
The nurse refers me to other college or out-of-college services.						
What did you like about the health nurse visit?						
What would you change about the health nurse visit?						

Faculty Name: _____ Course: _____ Today's Date: _____

Reviewed & approved SCFA/District, June 2023

SIERRA COLLEGE JOINT COMMUNITY COLLEGE DISTRICT
STUDENT SURVEY FORM – LIBRARIAN

At Sierra College, we strive for excellence in our programs and instruction. The librarian will use these surveys and your written comments to evaluate their performance.

Instructions: Please check the appropriate box for each item. You need not respond to all items.

The librarian...	Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree	N/A
Has knowledge of the information I needed.						
Explained information clearly.						
Was well-prepared for the orientation session, if applicable.						
Was on time, if applicable.						
Demonstrated important research strategies and tools.						
Encouraged me to ask questions.						
Provided a supportive atmosphere during the orientation.						
Seemed enthusiastic about what was being presented.						
Showed concern for my needs.						
Encouraged me to learn about and use the library and its resources.						
What did you like about the services provided by the librarian?						
What would you change about the services provided by the librarian?						

Faculty Name: _____ Course: _____ Today's Date: _____

Reviewed & approved SCFA/District, June 2023

SIERRA COLLEGE JOINT COMMUNITY COLLEGE DISTRICT
STUDENT SURVEY FORM – ATHLETIC COACH

At Sierra College, we strive for excellence in our programs and instruction. The coach will use these surveys and your written comments to evaluate their performance.

Instructions: Please check the appropriate box for each item. You need not respond to all items.

The coach...	Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree	N/A
Displays advanced knowledge of the sport and the skills necessary to succeed.						
Clearly instructs the team in the skills and techniques necessary in that sport.						
Is organized and prepared for practice and games.						
Is punctual in meeting and dismissing the team.						
Displays enthusiasm in coaching both practices and games						
Uses positive motivation with the athletes to enhance performance.						
Promotes academic achievement of the student athletes.						
Relates well with the student athletes and exhibit sensitivity to the student athlete's needs.						
Gives helpful feedback to athletes so that they can learn and perform successfully.						
Is willing to assist individual student-athletes.						
Has knowledge of college resources that reflect the needs and experiences of diverse students and identities (e.g., race/ethnicity, gender, sexual orientation, and other diverse identities).						
What do you like about your experiences with the coach?						
What would you change about your experiences with the coach?						

Faculty Name: _____ Course: _____ Today's Date: _____

Reviewed & approved SCFA/District, June 2023

SIERRA COLLEGE JOINT COMMUNITY COLLEGE DISTRICT
STUDENT SURVEY FORM – CAMPUS LIFE COORDINATOR

At Sierra College, we strive for excellence in our programs and instruction. The Campus Life Coordinator will use these surveys and your written comments to evaluate their performance.

Instructions: Please check the appropriate box for each item. You need not respond to all items.

The Campus Life Coordinator...	Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree	N/A
Meets appointments promptly.						
Is well prepared.						
Is organized and understandable in discussions.						
Emphasizes appropriate safety measures.						
Answers students' questions.						
Welcomes and accepts different points of view.						
Is willing to assist students.						
Shows concern for students' progress.						
Motivates students' interest in subject area.						
Creates an environment where students feel supported.						
Raises thought-provoking questions and problems in meetings.						
Demonstrates organizational skills.						
Demonstrates problem-solving skills.						
Provides training opportunities and space to empower student leaders to enact change.						
Provides opportunities to develop and build a more robust college community.						
Presents examples that reflect the experiences of diverse students and identities (e.g., race/ethnicity, gender, sexual orientation, and other diverse identities).						
What did you like about your experience(s) with the Campus Life Coordinator?						
What would you change about your experience(s) with the Campus Life Coordinator?						

Faculty Name: _____ Course: _____ Today's Date: _____

Reviewed & approved SCFA/District, June 2023

SIERRA COLLEGE JOINT COMMUNITY COLLEGE DISTRICT
STUDENT SURVEY FORM – KINESIOLOGY (ACTIVITY COURSES)

At Sierra College, we strive for excellence in our programs and instruction. The instructor will use these surveys and your written comments to evaluate their performance.

Instructions: Please check the appropriate box for each item. You need not respond to all items.

The instructor...	Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree	N/A
Displays advanced knowledge of the sport/activity and the skills necessary to succeed.						
Clearly instructs the students in the skills and techniques necessary in that activity.						
Is organized and prepared for class.						
Is punctual in meeting and dismissing the class.						
Displays enthusiasm in instruction.						
Uses positive motivation with the students to enhance learning.						
Promotes academic achievement of the student.						
Relates well with students and exhibit sensitivity to the students' needs.						
Gives helpful feedback to students so that they can learn.						
Is willing to assist individual students.						
Follows class format as indicated in the syllabus distributed to the class.						
Has knowledge of college resources that reflect the needs and experiences of diverse students and identities (e.g., race/ethnicity, gender, sexual orientation, and other diverse identities).						
What do you like about your experiences with the instructor?						
What would you change about your experiences with the instructor?						

Faculty Name: _____ Course: _____ Today's Date: _____

SIERRA COLLEGE JOINT COMMUNITY COLLEGE DISTRICT
STUDENT SURVEY FORM – LEARNING DISABILITY SPECIALIST

At Sierra College, we strive for excellence in our programs and instruction. The learning disability specialist will use these surveys and your written comments to evaluate their performance.

Instructions: Please check the appropriate box for each item. You need not respond to all items.

The learning disability specialist...	Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree	N/A
Meets appointments promptly.						
Is well prepared and provides an outline of the appointment.						
Answers students' questions.						
Welcomes and accepts different points of view.						
Is willing to assist students.						
Shows concern for students' progress.						
Provides clear communication in individual assessment sessions.						
Has knowledge of learning disabilities and their educational impact.						
Provides clear and concise information regarding the learning disability assessment process.						
Presents examples that reflect the experiences of diverse students and identities (e.g., race/ethnicity, gender, sexual orientation, and other diverse identities).						
What did you like about your experience(s) with the learning disability specialist?						
What would you change about your experience(s) with the learning disability specialist?						

Faculty Name: _____ Course: _____ Today's Date: _____

SIERRA COLLEGE JOINT COMMUNITY COLLEGE DISTRICT
FACULTY COORDINATOR SURVEY

At Sierra College, we strive for excellence in our programs and instruction. The faculty coordinator will use these surveys and your written comments to evaluate their performance. It is not expected that you will necessarily have personal experience with the coordinator in all identified areas.

Instructions: Please check the appropriate box for each item.

The faculty coordinator...	Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree	N/A
Has skill level as a program coordinator.						
Demonstrates organizational skills.						
Demonstrates problem-solving techniques.						
Adapts and is flexible in work situations.						
Meets expectations in fulfilling commitments.						
Maintains openness and two-way communication.						
Possesses oral communication skills.						
Possesses written communication skills.						
Is skilled in conducting meetings.						
Demonstrates management ability.						
Is detailed and accurate in their work.						
Provides for needs of students.						
Meets with and listens to staff and faculty's needs as related to the program.						
Has knowledge of current policies and practices related to their area.						
Has the ability to provide for the training/education needs of the relevant agencies/community.						
Meets with agency administrators, training officers, and/or faculty to review program needs.						
Develops good working relationships with agencies and/or faculty.						
Coordinates activities/programs designed to improve program curriculum.						
Assists in program improvements.						
Effectively communicates with and works cooperatively with faculty/staff in other departments.						
What are the faculty coordinator's strengths?						
What are the faculty coordinator's areas for growth?						

Faculty Name: _____ Course: _____ Today's Date: _____

Reviewed & approved SCFA/District, June 2023

SIERRA COMMUNITY COLLEGE DISTRICT
COMMITTEE REPORT
REVIEW OF TENURE-TRACK, TENURED, and YEAR-to-YEAR FACULTY

Evaluee:_____ Academic Year:_____

Discipline: _____ Date:_____

Tenure-Track only Review Year: ☐ 1st ☐ 2nd ☐ 3rd ☐ 4th

Review of performance:*(Use the Sierra College Faculty Evaluation Criteria, student surveys, course and service observations, Self-Reflection/Professional Growth form as well as ePortfolios to review performance)*

The following are the guiding competencies for the evaluation process:

1. Effective communication and collaboration
2. Effective delivery of teaching or special services including equity practices that create an environment of inclusion
3. Self-reflection and self-development
4. Inclusive, equitable, and learner-centered course design and curriculum to include knowledge and application of technology and accessibility
5. Consistent, timely and equity-minded assessments
6. Performance of college service, including but not limited to participatory governance and fulfillment of professional responsibilities
7. Knowledge and currency in their discipline including connecting learning 21st century skills necessary for college and career success

#1 Kudos and Celebrations (Include what is going well, progress toward performance objective and goals from the previous evaluation period, etc.)

#2 Areas for Growth (Include specific suggestions for professional learning, progress still to be made toward performance objectives and goals from previous evaluation period, etc.)

(Review of Faculty, continued)

Evaluee:_____ Academic Year :_____

#3 Goals and objectives for next evaluation period:

#4 Faculty and committee recommended professional development recommendations:

#5 Completed required Sexual Harassment Title IX training in last two years and cultural competency training in the last three years.

Yes ☐ **Date completed:** _____ **No** ☐

If not completed refer to Human Resources

Completed Equity and Inclusion training (every 3 years)

Yes ☐ **Date completed:** _____ **No** ☐

If not completed address in section #4

Completed Emergency Preparedness training (every 3 years)

Yes ☐ **Date completed:** _____ **No** ☐

If not completed address in section #4

(Review of Faculty, continued)

Evaluee:_____ Academic Year :_____

#6 Appropriate Educational Administrator summary statement:

(Review of Faculty, continued)

Evaluee:_____ Academic Year :_____

Based on student surveys, observations, faculty self-reflection/professional growth form (Year 1, 2, 3, 4 for Tenure-Track), ePortfolio (Tenure-Track only), and Educational Administrator's comments, the above named candidate's performance is:

Satisfactory
Needs Improvement
Unsatisfactory
Plan for Remediation
Timeline for Completion

Tenure -Track only: Recommendation for Tenure:

Offer a new Contract	Yes _____	No _____
Circle appropriate year's contract	2nd year Contract	3rd/4th year Contract
Grant Tenure	Yes _____	No _____
Next Tenure Review	Semester _____	Year _____

(Review of Faculty, continued)

Evaluee:_____ Academic Year :_____

Supporting Documents:	Number of Pages (Count each side of each page that contains printing or writing)
Surveys (computer tally sheets and transcribed comments)	
Survey form (appropriate to the position)	
Class Observation or Service Observation Form	
Faculty Self-Reflection/Professional Growth Form (Year 1, 2, 3, 4 for Tenure-Track)	
Faculty ePortfolio (Tenure-Track only)	
Evaluee's Statement of Exception attached	Yes _____ No _____

Division Peer Evaluator	**Non-Division Peer Evaluator**
Printed Name	Printed Name
Signature Date	Signature Date

Resource Person *(if applicable)*	**Educational Administrator**
Printed Name	Printed Name
Signature Date	Signature Date

Evaluee
Printed Name
Signature Date (Signature only acknowledges receipt)

This Committee report will be reviewed by the appropriate Vice President and by the President/Superintendent.

Sierra Joint Community College District

Committee Report
Final Review Report for Part-Time Faculty

EVALUEE		SEMESTER		YEAR	

SUPPORTING DOCUMENTS	Number of Pages	
Student Surveys		(Count each side of each page that contains printing or writing)
Class Observation Form or Service Observation Form		
Self-Reflection/Professional Growth Form		
Other Supporting Documents		

Completed required Sexual Harassment Title IX training in the last two years training in the last three years.
Yes ☐ **Date completed:** _____ **No** ☐
If not completed refer to Human Resources

Completed Equity and Inclusion training (every 3 years)
Yes ☐ **Date completed:** _____ **No** ☐
If not completed address in Professional Growth Plan

Completed Emergency Preparedness training (every 3 years)
Yes ☐ **Date completed:** _____ **No** ☐
If not completed address in section Professional Growth Plan

☐ **SATISFACTORY** ☐ **IMPROVEMENT REQUIRED** ☐ **NOT RECOMMENDED FOR REHIRE**

Documentation/Explanation:

Professional Growth Plan:

Evaluation Schedule	Normal Rotation:	**Semester**		**Year**	
	In Advance:	**Semester**		**Year**	

EVALUEE'S STATEMENT OF EXCEPTION		
☐ None	☐ Attached	☐ To be submitted within 10 working days

Reviewed & approved SCFA/District, June 2023

EVALUEE		DESIGNEE (If appropriate)	
Printed Name		Printed Name	
Signature	Date	Signature	Date

EDUCATIONAL ADMINISTRATOR	
Printed Name	
Signature	Date

SIERRA JOINT COMMUNITY COLLEGE DISTRICT
FACULTY EVALUATION/PERFORMANCE APPRAISAL
SPECIAL SERVICES FACULTY COORDINATOR
COORDINATOR INPUT FORM

Purpose: At Sierra College, we are striving for excellence in our programs and instructions. The faculty coordinator will use these surveys and your written comments to evaluate his/her performance.

Instructions: Respond appropriately to the following items. You need not respond to all items.

As a Special Services Faculty Coordinator, I:	**Strongly Agree**	**Agree**	**Neutral**	**Disagree**	**Strongly Disagree**	**Not Applicable**
1. Meet deadlines.						
2. Am willing to assist faculty.						
3. Am willing to assist staff.						
4. Am willing to assist students.						
5. Am willing to assist public.						
6. Complete records and reports accurately and on schedule.						
7. Engage in professional growth activities.						
8. Am involved in college activities.						
9. Participate in peer evaluations.						
10. Am involved in community activities.						
11. Demonstrate skills necessary to perform assigned duties.						
12. Provide clear and concise professional objectives.						
13. Demonstrate fiscal responsibility.						
14. Demonstrate supervising ability.						
15. Organize necessary programs and activities to increase efficiency and effectiveness.						
16. Demonstrate organizational skills.						
17. Demonstrate problem-solving skills.						
18. Possess oral communication skills.						
19. Possess written communication skills.						
20. Effectively communicate with supervisor.						
21. Demonstrate creativity.						
22. Demonstrate adaptability to flexible work schedule.						
23. Assist in program improvements.						
24. Effectively communicate with staff in other departments.						
25. Work cooperatively with staff in other departments.						
26.						
27.						

Additional comments are encouraged and should be written on the back side of the form.

Faculty Name:_____ Program :_____ Date: _____

SIERRA COMMUNITY COLLEGE DISTRICT
SUMMARY EVALUATION
SPECIAL SERVICES FACULTY COORDINATOR

Evaluee: _____ Date: _____

Current Academic Year: _____ Contract Year: ____ of ____

Performance Objectives:

Commendations:

Areas for Improvement:

Improvement Plan:

Offer renewal of coordinator contract for academic year: _____ **Yes** ☐ **No** ☐

_____
Educational Administrator

_____
Vice President, Educational Programs

_____
Program Coordinator

MINUTES OF TENURE REVIEW COMMITTEE MEETINGS

Heading Section	
Title of Committee	Tenure Review Committee for
Date of Meeting	
Place of Meeting	
Time meeting was scheduled	
Attendance Section	
Members Present	
Members Absent	
Content Section	
Call to Order	
Reports/Announcements	
Confirmation of Chair	
Review of Faculty Evaluation Manual	
Composition of Committee	
Performance Objectives	
Visitations	
Student Surveys	
Next meetings	
Agenda Building	
Adjournment	

Department Chair Evaluation Form

According to Article 22 of the SCFA contract, "all department chairs will be evaluated during the second semester of each term. The evaluation will be conducted by the AEA and will include surveys of the department faculty. This process will be used only to evaluate the faculty member's performance as chair and shall not become part of the official personnel record or file."

To be completed by the AEA: taking into account the duties and responsibilities of the chairs listed in 22.2 of the SCFA contract, the peer evaluations, and other factors relevant to the position of department chair, please respond to the following:

1. Commendations:
2. Areas for improvement:
3. Overall assessment:

Department Chair Peer Evaluation

According to Article 22 of the SCFA contract, "all department chairs will be evaluated during the second semester of each term. The evaluation will be conducted by the AEA and will include surveys of the department faculty. This process will be used only to evaluate the faculty member's performance as chair and shall not become part of the official personnel record or file."

To be completed by department faculty:

Scale:

5 – Highly effective

4 – Effective

3 – Neutral

2 – Somewhat effective

1 – Not effective

N/A – Not enough information to respond

On a scale of 1 to 5, how effective is your department chair in:

1. Advising and assisting the AEA in the creation of department course schedules and faculty teaching assignments.
2. Chairing departmental meetings.
3. Facilitating the preparation and implementation of the department budget.
4. Facilitating the planning for and utilization of equipment and facilities.
5. Facilitating the review, development and implementation of department curricula.
6. Facilitating departmental ePAR reports.
7. Representing the department in the development of division priorities.
8. Representing the department to the community when appropriate.

Is there anything you would like to add regarding any of the questions above?

Overall, how would you assess the performance of your department chair?