

AGREEMENT

2026-2029



Riverside Community College District
and Riverside Community College District
Faculty Association | CCA/CTA/NEA



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AGREEMENT

This Agreement is made and entered into this first day of July, Two Thousand and twenty-six by and between Riverside Community College District (hereafter called the “District”) and the Riverside Community College District Faculty Association CCA/CTA/NEA (hereafter called the “Association”).

SIGNATURE PAGE

This edition of the Agreement between the Riverside Community College District and the Riverside Community College District Faculty Association CCA/CTA/NEA is the Agreement dated July 1, 2026 except as amended by all Memoranda of Agreement signed by the District and the Association between July 1, 2026, and June 30, 2029.

Date: 6/16/26

FOR THE DISTRICT



Wolde-Ab-Isaac, Ph.D.
Chancellor

Date: 6/16/26

FOR THE ASSOCIATION



Rhonda Taube, Ph.D.
President
RCCDFA/CCA/CTA/NEA

ARTICLE I – RECOGNITION AND DEFINITIONS CLAUSE

- A. The Riverside Community College District hereby recognizes the Association as the exclusive, collective bargaining representative for the employees in the unit described below and in accordance with the certification issued on October 25, 1981, from the Public Employment Relations Board cases numbered A-R-485, UM-199, and LA-D-83:

All currently employed full-time instructors, counselors, librarians, student activity coordinators, school nurses, athletic coaches; childcare assistants; and associate faculty, including those who have taught the equivalent of three or more semesters of the most recent six semesters.

The unit shall exclude academic and classified administrators, classified and confidential employees; those instructors who are teaching less than a full semester and/or less than a full course (except those covered in Article XV); instructors not employed by the District; and those associate instructors who are not currently employed or have not taught at least three semesters of the last six semesters inclusive. A current list of excluded employees will be provided to the Association at the beginning of each academic year and upon the Association's request.

- B. The District and the Association agree that the unit as described in the foregoing paragraphs is appropriate and that neither will seek Public Employment Relations Board (PERB) clarification or amendment of the unit, either as to the enumerated exclusions or as to the enumerated inclusions.
- C. Disputes concerning the interpretation and application of this Article are not subject to the grievance procedure in this Agreement. The inclusion or exclusion of new classifications created or added shall be subject to negotiation between the District and the Association, and any disputes shall be submitted to the PERB.
- D. For the purpose of this Agreement, the following definitions apply:
1. Contract Faculty Member: An academic employee who is appointed to a teaching or non-teaching position requiring more than 67% of a full-time load and who has served the District less than four full years.
 2. Regular Faculty Member: An academic employee who is appointed to a teaching or non-teaching position requiring more than 67% of a full-time load and who has served the District four or more full years.
 3. Associate Faculty: An academic employee who is appointed to a teaching or non-teaching position requiring 67% or less of a full-time load and whose salary shall be paid on an hourly or pay-per-course basis.
 4. Full-time Faculty: Except in Article XIII where the distinction is important, all Contract

Faculty and Regular Faculty are referred to in the Agreement as Full-time Faculty.

- E. Faculty in Good Standing: Any faculty member who completes annual flex obligation, fulfills institutional service requirements, and maintains satisfactory evaluation in the Improvement of Instruction process. In addition, a faculty member under a 90-day notice of unprofessional conduct is not in good standing.
- F. Qualified Full-time Faculty Member: A faculty member who satisfies all areas of expertise, or its equivalent, under a job announcement or has an approved Faculty Service Area (FSA).
- G. Bumping: The replacement of a faculty member's course assignment by another faculty member for reasons defined in the Agreement.
- H. Special Assignments: Temporary non-instructional, non-contractual assignment such as election to statewide Academic Senate for California Community Colleges or on special assignment to the California Community College Chancellor's Office.

ARTICLE II – NOTICE

Notices required to be sent in this Agreement shall be in writing. If to the Association, notices shall be delivered to the President, Riverside Community College District Faculty Association CCA/CTA/NEA, 4800 Magnolia Avenue, Riverside, CA 92506. If to the District, notices shall be mailed to the Chancellor, Riverside Community College District, 3801 Market St., Riverside, CA 92501. Such addresses may be changed by either party giving written notice to the other party.

ARTICLE III – MANAGEMENT RIGHTS

- A. All matters not specifically enumerated as within the scope of representation in Government Code 3543.2 or not limited by the express terms of other Articles of this Agreement are reserved to the District. In alignment with District Board Policies and the tenets of participatory governance, it is agreed that such reserved rights include, but are not limited to, the Board's sole right to manage the District and direct the work of its employees; to determine the level, means, and kinds of services provided; to determine the staffing patterns and the number and kinds of personnel required; to determine its organization; to determine assignment and location thereof; to determine performance standards; to decide on the building, location, or modification of a facility; to determine the budget and methods of raising revenue; to determine educational objectives and policies; to determine the time and hours of operation of District facilities; to sub-contract work or operations except where expressly forbidden by law; to maintain order and efficiency; to determine rules applicable to employees; and to hire, assign, evaluate, promote, discipline, lay off, and transfer employees. All other rights of management not expressly limited by the clear and explicit language of this Agreement are also expressly reserved to the District even though not enumerated above. The exercise of any right reserved to the District herein in a particular manner or the non-exercise of any such right shall not be deemed a waiver of the District's right or preclude the District from exercising the right in a different manner. The right to determine or decide any of the foregoing shall also include the right to implement, supplement, change, modify, or discontinue, in whole or in part, temporarily or permanently in any of such areas.
- B. It is not the intention of the parties, in setting forth the above-mentioned rights of management, to detract or diminish in any way the consultation rights of the Association as set forth in Government Code Section 3543.2. However, such rights are not part of this contract, and it is the parties' intention that the provisions of the other Articles of this Agreement constitute the only contractual limitation upon the District's rights.
- C. Any dispute arising out of or in any way connected with either the existence of or the exercise of any of the rights of the District set forth above, or any other rights of the District not expressly limited by the language of this Agreement, is not subject to the Grievance Procedure contained in this Agreement.
- D. The District retains the right to amend, modify, or rescind policies and practices set forth in the Agreement in cases of emergency. An emergency is a sudden, generally unexpected occurrence or occasion requiring immediate action that affects District facilities or equipment or otherwise involves a force majeure or specific governmental order requiring the District to take certain action or refrain from taking certain action.

ARTICLE IV – ASSOCIATION RIGHTS

- A. The Association may use, without charge, available District facilities at reasonable times for the purpose of meetings concerned with its representation rights at this District and may use currently available technological resources, provided that arrangement for such use shall be made in accordance with established District procedures. Copy machines may be used by the Association at the same cost charged to District programs.
- B. The Association shall have the right to use District and College listservs for communication with chapter members. The Association has the right to post its official communication on RCCD-ALL. The Association shall have the right to use faculty bulletin boards for posting notices of activities and shall have the right to use faculty mailboxes for communications with faculty members. The exercise of these rights is subject to generally applicable District regulations. Any notice posted pursuant to this section shall be clearly identified and dated, and a copy shall be filed with the college Vice President, Academic Affairs. Any Association material distributed through the intra-campus mail system shall clearly indicate the Association as the distributor of the material.
- C. The District will reproduce and provide copies of this Agreement to the Association to distribute to its membership. The Association will be responsible for the distribution of such copies to unit members, except in the case of new hires covered by this Agreement. With respect to new hires, the District will provide a copy of the Agreement at the time of hire and have the new faculty member acknowledge such receipt in writing. The District will maintain at least one electronic version of the contract language on the District website.
- D. Duly authorized Association representatives shall be permitted to transact official Association business on the District premises, including grievance processing as provided in Article XIX, so long as the transaction of such business does not interfere with the performance of faculty member duties to the District. At the beginning of each school year, the Association shall provide written notification to the District as to its authorized Association representatives. Any changes thereto shall be promptly communicated to the District in writing. A staff parking identification sticker shall be provided, upon request, to the Association's designated staff representative.
- E. The Association President shall not be required during their term in office to participate in academic committee assignments, to supervise extra-curricular activities, to serve on evaluation or selection committees, or otherwise to perform duties in areas not related to their instructional or service assignments. The Association shall be provided a separate office with appropriate furniture and space to maintain confidential materials and to hold

meetings. The District shall be reimbursed for any telephone expenses incurred by the Association.

The District shall provide 2.9 reassigned time for the Faculty Association Representatives each semester to be distributed as determined by the Association. The District further agrees to allow a maximum of four (4) days of paid leave of absence per year to the Association President or their designee to perform Association business. The District shall be notified at least five (5) days in advance of when such leave is to be utilized.

The District shall provide 1.2 FTE reassign time annually for the Associate Faculty Association Representatives. Associate Faculty Representatives shall receive 0.2 FTE per term for the fall and spring semesters. The 0.2 FTE will be calculated from Group 1 at the Associate Faculty Representative's current step on the Faculty Hourly Salary Schedule. The Association agrees to reimburse the District from the Association Treasury, an amount equal to 0.1 FTE paid to the Associate Faculty Representative per term for fall and spring semesters, for a total of 0.6 FTE.

In addition, the District shall provide a maximum of seventy (70) hours at the faculty hourly rate (Appendix B) for the Association during the winter and/or summer intersession. These seventy (70) hours will be distributed at the discretion of the Association President, with a maximum of fifty (50) hours for use by the Association President. This compensation is provided for necessary contractual, legitimate, or agreed upon college business. The Association President and others selected by the Association President will provide a timesheet specifying the hours worked and duties performed by the last day of the winter and/or summer intersession.

The Association will notify the appropriate college Vice President of Academic Affairs, along with the Deputy Chancellor & Provost, of Faculty and Associate Faculty Representative reassigned time, leaves, and additional hours every term.

- F. The Association shall have representation on all college committees which deal in any area which may affect working conditions as defined by the Educational Employees Relations Act.
- G. Service on the Association Executive Board shall be credited towards District committee assignment responsibility.

ARTICLE V – ASSOCIATION MEMBERSHIP AND PAYROLL DEDUCTION

- A. The District will make payroll deductions of Association membership dues and fees for faculty employees upon notice by the Association. Such authorization shall continue until revoked in writing by the Association. Any revocation will become effective no later than two (2) weeks after the District is notified by the Association. No increase in the dues or fees to be deducted shall be made unless the Association provides thirty (30) calendar days advance notice in writing, and the authorization form permits such increase.
- B. Upon written authorization from the employee, the District shall deduct from the salary of such employee and make appropriate remittance to credit unions, annuity plans, the United Way, or any other plans or programs jointly approved by the Association and the District.
- C. The District shall not be liable to the employee or the Association or have any responsibility for these funds beyond transmittal in accordance with this Article. The employee must give not fewer than ten (10) business days written notice to commence or terminate the deductions covered in Section B of this Article.
- D. The District shall provide the Association with notice of any newly hired employee whose position falls under the Association's representation, on the last business day of the month, via electronic mail to the Association President.
 - 1. The notice shall include:
 - a. First Name;
 - b. Middle initial;
 - c. Last name;
 - d. Suffix (e.g. Jr., III);
 - e. Job Title;
 - f. Department;
 - g. Work Location;
 - h. Work telephone number;
 - i. Home Street address (incl. apartment #);
 - j. City;
 - k. State;
 - l. ZIP Code (5 or 9 digits);
 - m. Home telephone number (10 digits);
 - n. Personal cellular telephone number (10 digits);
 - o. Personal email address of the employee;
 - p. District email address;
 - q. Employee ID;
 - r. Hire date.

"Newly hired employee" or "new hire" means any faculty employee, hired by the District, and who is still employed. It also includes all employees who are or have been previously employed by the District and whose current position has placed them in the bargaining

unit represented by the Association. For those latter employees, for purposes of this Article only, the "date of hire" is the date upon which the employee's employment status changed such that the employee was placed in the Association's unit.

2. Periodic Update of Information: The District shall provide the Association with a list of all bargaining unit members' information as listed in section D.1. above, on the last business day of September, January, and May via electronic mail to the Association President or upon request.

E. Definition of New Employee Orientation: "New employee orientation" means the onboarding process of a newly hired public employee, whether in person, online, or through other means or mediums, in which employees are advised of their employment status, rights, benefits, duties and responsibilities, or any other employment-related matters.

1. Each College shall provide the Association with Access to New Faculty Employee Orientations. Such access shall be 30 to 60 minutes of the orientation process. The Association shall receive not less than ten (10) business days' notice in advance of an orientation, except that a shorter notice may be provided as agreed upon and in specific instances where there is an urgent need critical to the College operations that was not reasonably foreseeable. Orientation sessions may include individual (one-on-one) new hire meetings with a site administrator, and/or group orientation sessions.
2. Onboarding orientations may occur at any time subject to College needs but will typically occur during fall and spring flex at each College. Orientations will not be delayed or cancelled due to inability or failure of the Association's representatives to attend. New employees are not compelled to attend the portion of the orientation accessed or conducted by the Association.
3. Each College agrees to hold a minimum of two (2) orientation sessions during the academic year. The Association's Labor Relations Representative may also attend the orientation.
4. The orientation sessions shall be held on District property.
5. Upon request of the Association, during the Association's portion of the orientation session, no District manager or supervisor or non-unit employee shall be present.
6. New Hire Processing: The District shall include the Association membership application (and an Association provided link for an electronic application where applicable) in any new hire processing packet of District materials that is provided to any newly hired faculty employee. The Association shall provide the copies of any Association literature/membership applications to the District for distribution. The District will inform the Association if additional printed materials are needed at least five (5) working days before any scheduled new hire processing appointment.

7. New Faculty Orientation Packets: Each College shall include Association membership application (and an Association provided link for an electronic application where applicable) in any new faculty orientation packet of District and College materials that is provided to any newly hired faculty employee. The Association shall provide the copies of any Association literature/membership applications to the Colleges for distribution. The Colleges will inform the Association if additional printed materials are needed at least five (5) working days before the orientation.

ARTICLE VI – NON-DISCRIMINATION

- A. The District and the Association acknowledge and agree that there is a mutual obligation to adhere to the District's Board Policy 6410 Non-Discrimination to comply with all pertinent provisions of federal and state non-discrimination laws. Neither the District nor the Association shall, in violation of the law, discriminate against any employee on the basis of race, color, creed, age, sex, sexual orientation, national origin, mental or physical disability, political affiliation, lawful political activity, marital status, relationship to a present employee (except where such would lead to one family member being in a potential conflict of interest with another family member), membership or lack thereof in an employee organization, or participation or lack thereof in the activities of any employee organization.
- B. The Association recognizes the structural, physical, and symbolic violence caused by institutional racism and stands in solidarity with everyone working to realize racial justice. The Association acknowledges that RCCD faculty must play a critical role in disrupting racism. Teaching for racial justice includes antiracist curriculum and pedagogy as well as advocating for district-wide antiracist practices that listen to, value, and advance the hopes and needs of our students, faculty, staff, and community. The Association believes teaching is an ethical and political act and commit to working toward ending systemic racism, including listening, learning, changing, and disrupting all the ways racism shows up in our lives, communities, and the Riverside Community College District.
- C. Violations of this Article shall be subject to Administrative Procedure 6435 Discrimination and Harassment Complaints and Investigations except as they relate to violations of other specific provisions of this Agreement or except where no other statutory or administrative remedy exists.

ARTICLE VII – SALARIES

- A. The salary schedules for all employees covered by this Agreement will be as shown in Appendices A, B, C, D, E, F, G, and H and are effective as of the date indicated on the applicable appendix.
- B. Stipends delineated in Appendix D, E and F of the Agreement will be added to the faculty member's base salary. The specific stipends and reassigned time listed in Appendix D, E, and F of the Agreement will be annually reviewed by the District and the Association.
- C. Pay periods for full-time faculty will commence with the month of August.
- D. All certificated salary schedules will be annually negotiated by the District and the Association.
- E. All state-funded Cost of Living Adjustment (COLA) increases shall be applied to the faculty salary schedule for all bargaining unit members.
 - 1. The Association reserves the right to negotiate additional compensation increases above the state-funded COLA in years of favorable fiscal conditions.
 - 2. A portion of the annual state-funded COLA shall be allocated to support personnel positions funded through categorical programs that do not otherwise receive COLA adjustments.
 - 3. Eligible personnel for this allocation are limited exclusively to positions funded through the following programs:
 - Student Equity & Achievement Program (SEAP)
 - Strong Workforce Program
 - Guided Pathways
 - Rising Scholars
 - 4. No additional programs, funding streams or positions shall be included absent mutual agreement through collective bargaining.
- F. Credit for occupational experience for initial salary placement

This clause addresses the need to grant credit for occupational experience (non-teaching) for initial salary placement purposes for faculty hired into an occupational discipline that the District has determined requires a Master's degree and has not been designated by the California Community Colleges Chancellor's Office Minimum Qualifications for Faculty Handbook.

- 1. Initial Salary Placement

The parties agree that credit will be granted for allowable occupational experience for initial salary placement purposes for faculty hired into an occupational discipline in which the District has determined requires a Master's degree. The experience must be at the minimum educational level required by the discipline.

- a. Column placement shall be in accordance with the columns identified on the Faculty Salary Schedule.
 - b. Step Placement shall be in accordance with the process outlined under the Occupational Faculty Salary Schedule, Placement on the Schedule.
2. Review of Prior Initial Salary Placements of Faculty in Human Services

The District will only review the initial salary placement of faculty currently employed in the Human Services Discipline. The District will ensure that one step will be granted for each two (2) years of allowable occupational experience for each faculty member. Faculty members that have allowable (occupational) experience will have their salary placement adjusted to reflect credit given for their years of experience not to exceed placement on Step 6.

ARTICLE VIII – FRINGE BENEFITS

- A. The District shall provide the following fringe benefits to all full-time faculty members.

While retirees are not members of the bargaining unit and do not participate in bargaining, active members of the Association are not prohibited from negotiating on behalf of their members and their retirement benefits (CA Gov't. Code § 3540.1., § 3544).

Retiree fringe benefits cannot be unilaterally changed by the District and will be negotiated with the Association.

1. Changes, modifications, or improvements of the following coverage shall be negotiated and mutually agreed by the District and the Association.
 - a. Health insurance coverage for employees and dependents through Kaiser Permanente, Health Net, or the RCCD PPO Plan. In order for an employee to elect not to purchase Kaiser Permanente, Health Net, or the RCCD PPO Plan coverage, such employee must provide evidence of alternative health insurance coverage. The employee may elect Kaiser Permanente, Health Net, or the RCCD PPO Plan coverage only once each year and normally such election shall be effective on October 1 of each year.
 - b. The District agrees to provide dental insurance coverage for employees and dependents in the Delta Dental Plan of California or some other mutually agreed upon program. All employees shall participate in the program. The District shall maintain benefits equivalent to those provided on the effective date of this Agreement and shall pay for any increased premiums during the term of this Agreement.
 - c. A Voluntary Vision Plan is available for qualified full-time faculty.
 - d. A Hearing Aid Plan is available for qualified full-time faculty.
 - e. A Voluntary Long-Term Care Insurance Plan is available for qualified full-time faculty.
2. The District shall provide Group Life Insurance coverage in the amount of \$50,000.
3. The District will not pay the following on behalf of employees: TSA contributions; accident insurance premiums; salary continuation insurance premiums; or any fringe benefit premiums not specifically listed in this Article.

However, employees may participate in such plans through payroll deduction at the employee's expense. Any plans or insurances not previously the subject of contributions or deductions shall be added only with the mutual consent of the

District and the employee.

4. In consultation with and with approval by the Association, the District agrees to the following regarding health care:
 - a. The District shall contract the services of a health care consultant. The District with the consultation of the Association will approve any new agreement, extension, or renewal of the consultant's services.
 - b. The District shall eliminate all previous RCCD PPO plan documents.
 - c. The District shall update the RCCD PPO and the Health Net and Kaiser HMO health care coverage to bring those into compliance with the current health care law and with state and federal guidelines.
 - d. The District shall adopt a voluntary VSP Vision plan for qualified employees.
 - e. Any new RCCD PPO health care plan document(s) as well as any new agreement for the Health Net and Kaiser HMO plans and the VSP Vision plan provided by the health care consultant will be submitted to the District and the Association for their review and approval before being placed on the Board agenda for its consideration and approval.
 - f. The District and the Association President (or a single Association Executive Board designee) may work directly with the Third-Party Administrator for specific information related to member fringe benefits. Third-Party Administrator correspondence related to member fringe benefits, excluding confidential matters, shall include both the District and Association President (or a single Association Executive Board designee).
5. In consultation with and approval by the Association, the District agrees to the following regarding Fringe Benefits:
 - a. The District shall contract the services of SchoolsFirst as the Third-Party administrator for RCCD retirement savings program (403b/457).
 - b. The District shall approve any new agreement, extension, or renewal of the Third-Party Administrator for RCCD retirement savings program (403b/457).
 - c. The District, prior to approval, shall submit to the Association for its review, consideration, and approval, any revision or renewal of any agreement or contract to the fringe benefits of RCCD faculty including, but not limited to, the Catastrophic Leave program and the Employee Assistance program.

B. Associate Faculty Health Benefits

1. It is the intent of the parties to comply with the provisions of AB 190 (chaptered as

California Education Code Sections 87860 - 87868) that will allow the District to receive 100% reimbursement for its associate faculty health care program provided certain criteria are fulfilled. Coverage shall be subject to the availability and terms of the plan to the District as well as the enrollment terms and conditions. Both instructional and non-instructional associate faculty shall be eligible to receive the same District-sponsored medical coverage and premiums provided to full-time faculty, when meeting the eligibility criteria as set forth under Education Code Section 87860- 87868 and the other conditions below:

- a. The associate faculty member has a teaching assignment with the District equal to or greater than forty percent (40%) of a full-time teaching assignment in fall or spring semester or has a current teaching assignment and has an average of equal to or greater than forty percent (40%) of a full-time teaching assignment with the District over the previous year.
 - 1) Evidence of a teaching assignment must be provided during open enrollment or 30 days from a qualifying event. If the associate faculty member does not or is not able to provide proof of a teaching assignment, the District may elect to defer offering insurance until the next open enrollment.
 - 2) To be eligible, the associate faculty member must not be receiving medical insurance coverage from another employer either directly, as a spouse, as a domestic partner, or as a dependent in accordance with Education Code Section 87864.
 - 3) To be included in plan coverage, dependents of participating associate faculty members shall not be receiving benefits from another source simultaneously. Employees will be required to sign a document each academic year during Open Enrollment or within 30 days from a qualifying event with Human Resources and Employee Relations verifying they are not receiving benefits from another source.
- b. Multi-District Associate Faculty
 - 1) Multi-district associate faculty member has a teaching assignment as an associate faculty member with the District and one or more other California community college districts in which their total teaching assignment is equal to or greater than forty percent (40%) of a full-time teaching assignment.
 - 2) Qualifying multi-district associate faculty must submit a completed signed reimbursement form and provide timely documentation as requested by the District demonstrating they meet the eligibility requirements. If the associate faculty member does not or is not able to provide the required documentation during open enrollment or 30 days from a qualifying event, the District may elect to defer offering insurance until the next open enrollment.

- 3) Upon receipt of evidence of the multi-district associate faculty member's medical premium payment(s), the District shall issue a reimbursement equal to its share of this premium payment. The District's share shall be determined by dividing the total health insurance premium paid by the multidistrict associate faculty member by the total number of California community college districts in which the multidistrict associate faculty member currently holds an active assignment. The District's share shall not exceed that which it would have paid if the multi-district associate faculty member had purchased the District's most commonly subscribed plan for the selected number of dependents. The associate faculty member is responsible for obtaining reimbursement(s) from the other districts where they are employed.
 - c. If an associate faculty member is ineligible for one of the insurance carriers because of the actions of the participant, the District is not obligated to provide alternative insurance carrier outside of the District's insurance offerings.
 - d. The District shall not be held liable for changes in scheduling that alter the insurance status of an associate faculty member.
 - e. Associate faculty members who have enrolled in the District medical plan and become ineligible will not receive District contributions towards medical benefits. Associate faculty who become ineligible will receive appropriate Consolidated Omnibus Budget Reconciliation Act (COBRA) notices and may be eligible to enroll in COBRA at their own expense according to the laws and regulations governing COBRA.
 - f. The District reserves the right to require verification of any or all of the conditions described in this Article.
 - g. This agreement is contingent upon state funding. If the state's reimbursement to RCCD is less than 100% in the preceding fiscal year, this agreement will be extinguished at the end of the current calendar year, and the District's associate faculty health insurance offerings shall revert back to those described in Article VIII.B.2.
 - h. This agreement shall be null and void if and when the state adopts and implements a comprehensive health insurance plan that is accessible to associate faculty in RCCD.
2. The District agrees to provide associate faculty the option of participating in medical insurance with one of our two HMO plans. Enrollment in the Health Net or Kaiser plans is available bi-annually during the months of September and February with effective dates of October 1 or March 1. Enrollment is contingent upon the participant's fall and spring teaching assignment(s). The District will cost share with the employee and will pay 50% of the monthly premium to insure the employee

- only. An additional subsidy provided by the District will be applied to each participant, and the subsidy amount per participant may change based on the number of participants enrolled each semester. The maximum amount of the subsidy is \$150,000 allocated annually. The employee has the option of enrolling eligible dependents; however, the employee assumes the full cost to insure their dependents.
3. An Associate Faculty shall not receive more than the cost of their insurance coverage.
 4. The District agrees to participate in the AB420 associate faculty health benefit plan by offering single employee coverage HMO plan of the District to those associate faculty who request it.
 5. The District agrees to provide a Voluntary Vision Plan for qualified associate faculty.
 6. A Hearing Aid Plan is available for qualified associate faculty.
 7. A Voluntary Long-Term Care Insurance Plan is available for qualified associate faculty.

ARTICLE IX – CALENDAR

- A. The Association and District will follow Board Policy and Administrative Procedure 2010 to ensure that all academic years are consistently planned from the current year through four academic years. The Association will consult and confer with the Academic Senate in developing the Association's proposed calendar(s). The final adopted calendar(s) shall be subject to the approval of the Association and the District. The parties shall make every reasonable effort to complete this process by the first Monday in December. "Academic year" is defined as that period between the first day of a summer term and the last day of the following spring term.
- B. The District operates under a compressed calendar with a 16.4 Term Length Multiplier, wherein students have more contact with instructors per day, for fewer days or weeks, with no loss of instructional time over the course of a primary term. The academic year begins with the summer intersession followed by the fall semester, winter intersession, and spring semester.
- C. In accordance with Article X, Definition of Work and Faculty Load, full-time faculty members must complete their annual faculty assignment within the semesters or intersessions of the academic year. If the District offers a summer intersession, full-time faculty may complete part of their annual teaching assignment during the summer intersession. This does not obligate the Board to offer a summer intersession; therefore, unfulfilled load will be assigned during the next term.
- D. Unless otherwise agreed upon, full-time faculty will complete 24 hours per academic year of professional development (FLEX). The staff development days may be taken at any time during the year (July 1 through June 30) when not in conflict with contractual obligations. Eight (8) hours of these 24 hours shall be dedicated to equity-related training and education for the improvement of instruction. Guidance and definitions of training/education in equity and social justice issues shall be recommended through collaboration among Faculty Development Committees, as standing committees of the Academic Senate, and the District Compliance Officer and Title IX Coordinator. In addition to the teaching days, each continuing faculty member shall have one service day for staff meetings, and/or in-service training. New faculty members shall have two service days, over and above the teaching days, for the purposes of orientation.
- E. The District reserves the right to extend the semester and intersession calendars to meet the needs and/or requirements of special programs (e.g., Cosmetology, Administration of Justice, Nursing, Weekend College, etc.).
- F. The responsibilities of all faculty members shall continue until all final grades and attendance reports are submitted and the District checkout procedures are completed. There shall be no additional pay for completing these responsibilities after the end of the semester or intersession.
- G. All holidays which fall within any paid leave period shall not be counted as paid leave days as set forth in Article XV unless the applicable leave policy measures the leave in terms of calendar days or months.

H. Any date within the calendar declared by the State to be a mandatory legal holiday shall be observed as such.

ARTICLE X - DEFINITION OF WORK AND FACULTY LOAD

- A. The work week for all full-time faculty, counseling faculty, library faculty, and student activity coordinators shall include availability of five (5) days, with a minimum of three (3) days on campus, producing an average weekly workload of 40 hours. The typical faculty work week shall include the following:

- Thirty (30) hours of student contact and preparation
- Five (5) office hours
- Five (5) hours of institutional service

In cases where the regularly scheduled instructional duties fall on less than five (5) days, faculty are not excused from institutional service. The presumption is that faculty are available and accessible throughout the work week. However, full-time faculty cannot be required to work before 8 a.m. or after 5:00 p.m. nor more than an 8-hour day, unless the faculty member's job description expressly requires duties beyond these hours.

- B. Full-time faculty with a partial contract shall be available and accessible for these same duties for periods of time proportionate to the contract held.
- C. Full-time and associate faculty, counseling faculty, library faculty, and student activity coordinators as part of their regularly scheduled contracts may be given assignments throughout the hours in which the College is in operation. Assignments of classes and teaching schedules shall be determined through coordination between the faculty members concerned and the Department Chairs, subject to the approval of the Dean of Instruction and/or the Vice President Academic Affairs. The District agrees there shall be a minimum of eleven (11) hours between the end of the last assigned class on one day and the first assigned class the next day unless the faculty member otherwise consents. The District also agrees that it will not for arbitrary or capricious reasons assign someone to a schedule that has such employee teaching both at the beginning and end of the District's operational day.
- D. Normal teaching load for full-time faculty shall be 2.0 Full-Time Equivalent (FTE) per year and 1.0 FTE per primary term. Funded contact hours are counted towards faculty load. For full-time faculty whose combination of assignments do not add up to 1.0 FTE per primary term, the following equivalencies for determining load apply. One (1) annual faculty Full-Time Equivalent (FTE) shall be equal to a faculty assignment falling within a range of 1.9333 to 2.0666. A Full-Time Equivalent primary term contract load is 0.9667 to 1.0333. If load balancing is needed, the approval of the Vice President Academic Affairs or designee is required. Overload begins to accrue when the primary term contract load is exceeded. Each full-time faculty member shall be assigned up to one (1) annual FTE per year. With the consent of the faculty member involved, the range may go beyond 2.0666 FTE per year without the additional assignment being considered

overload. The District may assign a reduced workload without a commensurate reduction of pay where, in its judgment, a faculty member's workload, though technically within one (1) annual FTE, becomes excessive due to unusual circumstances.

- E. Departments must submit yearly teaching assignments for each full-time faculty member during the spring semester for the following summer, fall, winter, and spring terms. No full-time faculty members shall be required to teach during the winter or summer intersessions, as long as they satisfy their annual teaching assignment during other terms of the academic year.
- F. Full-time faculty may choose either the winter or the summer intersession for compensation on Appendix C. Only one intersession, if above and beyond the obligation for the academic year, will be paid based on Appendix C.
- G. Full-time faculty who choose to use the winter or summer intersession in order to complete their annual teaching load will be given priority for the intersession teaching assignments. If the District offers a summer intersession, full-time faculty members may complete part of their annual teaching assignment during the summer intersession. This does not obligate the Board to offer a summer intersession; therefore, unfulfilled load will be assigned during the next term.
- H. Full-time faculty who are required to be on College premises during periods that are not part of their annual teaching assignment will be compensated at their hourly rate of pay (Appendix B).
- I. Distance Education is recognized as a mode of delivery that meets the needs of a diverse student population. The limitation on contract load that can be taught fully online is 0.6000. For the purposes of full-time faculty contractual load, a hybrid class with at least 50% of the lecture delivered face-to-face or extensive preparation labs where the lab component and lecture component have equal contact hours, with at least 50% of the total contact time delivered face-to-face, shall not be counted toward the 0.6 limitation on online teaching for contractual load.
- J. The following principles shall be used when making assignments:
 - 1. Credit Lecture and Theory Classes 18 hrs. (contact hour) = 0.0666 FTE
Mirrored non-credit Classes course 18 hrs. (contact hour) = 0.0666 FTE
(each hour = 0.0037 FTE)
(54 hours = 0.2000 FTE)
 - 2. Credit Laboratory Classes Requiring Extensive Preparation and Student Evaluation
18 hrs. (contact hour) = 0.0666 FTE

Mirrored Non-Credit Laboratory Classes Requiring Extensive Preparation and Student Evaluation 18 hrs. (contact hour) = 0.0666 FTE

(each hour = .0037 FTE)

(54 hours = .2000 FTE)

- a. Such classes, in addition to requiring planning and more than general preparation on the part of the instructor, also require that the student learn basic skills in order to be an effective participant in the class.
- b. Typically, such classes have as a primary function the teaching of new and additional concepts which are more than reinforcement of principles taught in the lecture component of the class. An extensive lab class may be thought of as a stand-alone class, requiring extensive homework assignments and exams.
- c. Criteria for determining an extensive preparation laboratory are as follows:
 - 1) The laboratory class requires the active continuing presence of the instructor with ongoing involvement in lecturing, demonstrating, or assisting the students;
 - 2) The laboratory class requires extensive student preparation from text and lecture material prior to and after each laboratory session;
 - 3) The laboratory class requires evaluation of student performance on a regular basis in the same manner as in non- laboratory classes;
 - 4) The laboratory class requires the instructor to see that it is related to and correlated with an extensive classroom lecture program and is supplemented with assigned readings in texts;
 - 5) The laboratory class requires that instructors are involved with professional development, equivalent to that in lecture classes, in order to maintain proficiency in the areas covered by the laboratory work;
 - 6) The laboratory class is described in the course outline of record which clearly identifies compliance with the criteria above;
 - 7) The laboratory class is comparable to similar labs in at least some community colleges and four-year institutions in the state of California, by one-to-one equivalency or by use of laboratory or teaching assistants.
- d. For the purposes of this Agreement, all current designated extensive preparation laboratories will retain their status unless changes occur via the curriculum approval process. During the normal program review process, the discipline faculty will examine the laboratory classes to see that they meet the express definitions in Article X.J.2.a.-b. and specific criteria of Article X.J.2.c.1.-7. Any decision to change the status will be made by majority vote of the members of the affected discipline and forwarded for consultation to the Vice President of

Academic Affairs at each college where the class is offered, and next to the appropriate curriculum committees for approval. A proposed change in designation will be forwarded to the Deputy Chancellor & Provost for endorsement prior to going to the Board for final approval. The Deputy Chancellor & Provost will maintain a master list of extensive preparation laboratories.

- e. Clinical laboratories in the Nursing Education Department are designated extensive preparation for full-time faculty and are designated regular laboratory for associate faculty because of the different nature of the duties as outlined in their department operations manual.
3. Credit Laboratory, Activity, and Performance Classes: 18 contact hrs. = 0.0500 FTE
Mirrored Non-Credit Laboratory, Activity, and Performance Classes 18 hrs. (contact hour) = 0.0500 FTE
(each hour = 0.0028 FTE)
(54 hours = 0.1500 FTE)

Laboratory and activity classes are those having as their primary function the development and practice of skills, or the participation in some activity, or preparation for public performance or varsity athletic contest. In addition, defensive tactics, physical training, and all practical exercises in the Administration of Justice and Fire Science basic schools shall be included in this section.

4. Noncredit (non-mirrored) Lecture and Theory Classes 18 hrs. (contact hour) = 0.0400 FTE
(each hour = 0.00222 FTE)
(54 hours = 0.1200 FTE)
5. Noncredit (non-mirrored) Laboratory Classes: 18 contact hrs. = 0.0300 FTE
(each hour = 0.001667 FTE)
(54 hours = 0.0900 FTE)
6. Counseling Faculty, Library Faculty, and Student Activity Coordinators: 18 contact hrs. = 0.0333 FTE.
(each hour = 0.00185 FTE)
(54 hours = 0.1000 FTE)
- a. The work week for counseling faculty, library faculty, and student activity coordinators shall include availability of five (5) days, with a minimum of three (3) days on campus. Full-time faculty are exempt professional employees and are not subject to hourly work requirements. Their professional responsibilities

require no fewer than forty (40) hours per week, with actual time devoted varying according to academic and institutional needs.

- b. Counseling faculty shall be assigned a full-time counseling assignment that results in thirty (30) hours of duties per week. Thirty (30) assigned hours shall include, but not be limited to, student appointments, walk-in counseling, and student workshops, and reassignment. Counseling faculty shall also be assigned 2.5 hours of office preparation, 2.5 posted office hours, and 5.0 hours of institutional service. Posted office hours shall not be used to meet the institutional service obligation. Posted office hours may be adjusted as needed. Library faculty and student activity coordinators' workweek shall consist of thirty (30) assigned hours, five (5) hours of institutional service, and five (5) hours of posted office hours.
- c. Counseling faculty, library faculty, and student activity coordinators, who have responsibilities outside the normal fall and spring semesters will have 186 service days (60 additional service hours beyond the standard faculty calendar). These sixty (60) additional service hours will be compensated prorata and be included in the faculty member's base pay for STRS purposes. Except by mutual agreement, these faculty members shall be guaranteed a period of six (6) consecutive weeks free of duty either between the spring and fall semesters or between the fall and spring semesters.
- d. The Department Chair will consult with the area Dean or designee to determine the dates and level of need for additional service outside of the normal fall and spring semesters; and then the faculty will indicate their sixty (60) additional service hours by College on the basis of seniority, except in areas where faculty have special assignments. The area Dean or designee will review and approve the sixty (60) additional service hours based on needed coverage and will be finalized in the development of the Annual Teaching Assignment.

7. Large Group Instruction

In those areas where large group instruction is effective and mutually agreed upon by discipline, the affected faculty member, department chair, division dean and college Vice President of Academic Affairs, compensation will be paid based on enrollment at census as follows:

55 - 69 = 0.025 FTE compensation in the form of additional salary

70 - 89 = 0.050 FTE compensation in the form of additional salary

90 - 120 = 0.1000 FTE compensation in the form of load

For classes 90 - 120 for associate faculty, one (1) lecture hour will equal one and one-half (1.5) hours for the purposes of hourly compensation. This formula may be applied to distance education provided the faculty receive approval from the area dean, districtwide discipline, and the Association on a case-by-case basis each semester.

8. Course Caps

The District agrees to maintain, for all locations and in all delivery modes, current course caps in all lecture, activity, and laboratory courses unless the members of the affected district-wide discipline, the Vice President of Academic Affairs and President at each college where the course is offered, and the Deputy Chancellor & Provost agree to change current practice.

9. Additional or Revised Courses

Subsequent to the adoption of this article, all courses introduced into the curriculum or revised through the program review process shall be assigned one of three designations: Lecture and Theory Course; Extensive Preparation Laboratory; or Laboratory, Activity or Performance Class. This designation will be approved by the College and/or District Curriculum Committee prior to the time the course is presented to the Chancellor for action by the Board of Trustees.

10. Work Experience

- a. A contract assignment involving the instruction and supervision of work experience classes shall be calculated on the basis that each block of ten (10) students supervised shall equal 0.0666 FTE (10 students = 0.0666 FTE) for assignment/compensation only. A work experience instructor employed on an hourly or an overtime basis shall be paid solely on a per student basis as set forth in Appendix F.

Apportionment/attendance reporting will follow CCCCCO procedures. Documentation (rosters, time logs, learning assignments) may be required to ensure labor law compliance and apportionment claims.

- b. An instructor may receive no more than 0.2000 FTE for Work Experience Supervision. Exceptions to be determined by the area Dean and the College Vice President of Academic Affairs, and the exception with rationale is filed with the Deputy Chancellor & Provost.
- c. Work Experience classes for full time faculty members should be included as an overload assignment on the associate faculty hourly pay scale due to: (1) the

inconsistency of the number of work experience students enrolled in the course; and (2) due to the variety and flexibility of hours the student will be completing.

- d. Based on program and student need, full-time faculty members may carry as a portion of their contract load whatever FTE is agreed to by the area Dean and approved by the College Vice President of Academic Affairs, if sufficient enrollment is expected for the full-time faculty member to make contractual load.

11. Reassigned Time

Coordinator and Special Assignments requiring reassigned time will have job descriptions including responsibilities and representative duties. See Appendix F for listing of reassigned time allocated per position.

12. Weekly Student Contact Hours

- a. A district-wide goal of Weekly Student Contact Hours (WSCH) per full-time equivalent faculty (FTEF) calculated as of the first census date of the respective semester is Board adopted. Department or program WSCH/FTEF goals will be established by the District after meaningful consultation with the appropriate department, discipline, and Dean of Instruction. These goals shall be consistent with the nature of instruction and with the specific mix of offerings for the department or program. If the WSCH/ FTEF is below the adopted goal, as the case may be, after meaningful consultation with the appropriate Department Chairs and faculty members, the District will accomplish the WSCH/FTEF goals as it is practicable to do so by adjusting course section offerings, by adjusting teaching assignments, or by engaging in the Course Cap change process as outlined in Article X.J.8.
- b. Implementation of the District weekly student contact hour/ faculty full-time equivalent goals shall be accomplished through meaningful consultation within the respective departmental structure. Consultation will involve, among others, the respective college Presidents, Deans of Instruction, appropriate Department Chairs, and faculty members.
- c. It is recognized that the establishment or achievement of any WSCH/FTEF goal must actively seek to promote good education. Hence, any changes in class size or scheduling of offerings will take into account the nature of instruction, the availability of student instructional stations in classroom and/or laboratory facilities, student demand for offerings, program or sequence requirements, and the overall instructional integrity of the District. It is the intent of the District in attempting to reach the WSCH/ FTEF objectives to keep to a minimum significant alterations in overall District policies.

K. Multiple Campus/Center Teaching Assignments

The District and the Association agree that multiple college/center/facility teaching assignments for full-time faculty are not in the best interests of the District. Full-time faculty shall not be required to teach at multiple colleges/centers/facilities unless a critical programmatic staffing need exists or a full-time faculty member is not otherwise able to make load. The District will attempt to fill multiple college/center/facility assignments with volunteers and/or associate faculty. If no volunteers or associate faculty exist, the District shall then select the least senior member from the discipline involved. For inter-facility responsibilities required by the District, faculty will be reimbursed for mileage based on IRS regulations.

L. Prison Education

Faculty shall be compensated an additional \$300 for the first section taught and an additional \$100 for each additional course section for each class taught as part of their assignment in the local prisons. This applies to full and associate faculty teaching RCCD courses in local prisons where they are not employed.

M. Professional Development (FLEX)

As stated in Article IX.D., unless otherwise agreed upon, faculty will complete 24 hours per academic year of professional development (FLEX). The staff development days may be taken at any time during the year (July 1 through June 30) when not in conflict with contractual obligations. Eight (8) hours of these 24 hours shall be dedicated to equity-related training and education for the improvement of instruction. Faculty will submit documentation of completion of annual FLEX hours. Guidance and definitions of training/education in equity and social justice issues shall be recommended through collaboration among Faculty Development Committees, as standing committees of the Academic Senate, and the District Compliance Officer and Title IX Coordinator.

N. Sexual Harassment Training

Full-time faculty may use up to two (2) FLEX hours to complete sexual harassment training. Newly hired faculty shall complete this training within six (6) months of their official start date with the District in said capacity and every two years, thereafter.

O. Cybersecurity Training

Full-time faculty may use up to one (1) FLEX hour to complete cybersecurity training each time they are required to complete the training. Newly hired faculty shall complete this training within thirty (30) calendar days of their hire date with the District.

P. Institutional Service

Institutional service is both an essential part of faculty job requirements and is central to the functions of the colleges and the District. Fulfilling institutional service is necessary for full-time faculty to remain in good standing. In addition to teaching and service hours heretofore described all full-time faculty, counseling faculty, library faculty, and student activity coordinators shall complete the balance of their expected work week through institutional service. The expectation is that full-time faculty perform five (5) hours of institutional service per week. Institutional service includes, but is not limited to, non-instructional professional responsibilities, such as the following:

1. Developing and revising curriculum,
2. Participating in improvement of instruction (IOI) committees,
3. Participating in career technical education (CTE) advisory committees,
4. Participating and engaging in program review and assessment projects (e.g. Course, Program, and Institutional Learning Outcomes) and completing these documents,
5. Participating in discipline activities,
6. Attending and engaging in robust participation on committees and thus institutional service also includes substantive involvement on college or district committees and work groups (e.g., strategic planning committees, Academic Senate, accreditation, etc.),
7. Serving as a club advisor for an active club,
8. Serving on hiring committees for Contract faculty, Regular faculty, staff, and management, and,
9. Mentoring new faculty.

Attendance at graduation exercises and participating in department meetings is required.

Full-time faculty will document their institutional service by providing an annual Institutional Service Plan, which is submitted by the end of the third week of the Fall term. The Plan shall be reviewed, approved, and maintained by the area Dean or designee. If the administrator has cause to believe that a full-time faculty member is not fulfilling their service hours, the administrator may require faculty to provide additional information. Completion of service hours is subject to review by the area Dean. Institutional Service hours will be part of the faculty's Improvement of Instruction review process and will be included in the written administrative review for Contract and Regular Faculty. Faculty who do not fulfill their institutional service may lose good standing and may be subject to progressive disciplinary action by the area supervisor, which may occur in or outside of the Improvement of Instruction process.

Q. Office Hours

Each full-time instructor shall maintain at least five (5) office hours per week spread over at least three (3) separate days at reasonable and appropriate times during the assigned academic calendar year to be devoted to student conferences. Posted office hours shall not be used to meet the institutional service obligation. During the final examination week the

faculty member may schedule the office hours in a manner other than on three (3) separate days. A schedule of office hours shall be posted on or adjacent to the faculty member's office door and included on the Teaching Assignment form. During a compressed sixteen-week semester, contact and regular faculty shall hold one 60-minute office period for each 0.2000 FTE of their annual load. Those who teach part of their yearly assignment during the intersessions shall prorate their required office hours ($0.2000 = 1$ hour).

Full-time instructors may conduct virtual office hours to provide reasonable access to students. There will be a maximum of three (3) virtual office hours.

Virtual office hours will be defined as the use of electronic (video conferencing or other real-time interaction) and/or other telecommunications technologies to communicate with students to address the needs of students who are enrolled in the course.

Schedule of virtual office hours must be submitted to the appropriate Dean for approval. Information regarding virtual office hours must be posted along with on-campus office hours within the designated area for posting such information, including all course syllabi.

R. Contact Hour

For purposes of this Agreement and calculations of workload measures, a "contact hour" is fifty (50) minutes in an 18-week semester; however, in a compressed 16-week semester, a "contact hour" is sixty (60) minutes.

S. Notification of Teaching Assignment

The colleges shall make reasonable efforts to notify faculty members of their tentative teaching assignments no later than the time at which the initial schedule is submitted for publication. It is understood that such tentative assignments are subject to change. To the extent possible, associate faculty shall be notified of assignments at least six (6) weeks in advance.

T. Consecutive Class Hours

Faculty members shall not be assigned, in a given workday, more than three (3) consecutive (uninterrupted) lecture or class hours, or more than two (2) lecture or class hours preceded or followed by one (1) laboratory period, or more than two (2) consecutive laboratory periods. Exceptions may be permitted in cases where a faculty member agrees. Excluded from this provision are non-teaching assignments and teaching assignments in activity classes.

U. Preparations

No more than three (3) preparations (different courses) per academic semester, or five (5) per academic year, shall be assigned to a faculty member, except where a faculty member

agrees to a different type of teaching assignment, or where program structure dictates otherwise (e.g., Dental Technology, Nursing, Kinesiology).

V. Overload Assignments

1. Full-time faculty members in good standing, as defined in Article I, shall be limited to a maximum overload of 0.6700 FTE per term. Assignments suitable for overload shall be made available to qualified full-time faculty before being offered to associate faculty. Overload begins to accrue when primary term contract load is exceeded (as defined in Article X.D.). A full-time faculty member may only replace an associate faculty member for an overload assignment 30 days prior to the first day of class. All instructional and/or faculty duties (including counseling, consortium/educational partnerships, adult education, contract education, special projects, special assignments, and/or other work) done under the direction of or in the name of the District (whether credit or non-credit) for which faculty receive compensation from District resources or from monies paid to the District whether from general or restricted funds shall be calculated as part of faculty load (Article X.F.) and compensated from the certificated salary schedules, except as articulated in Article XXII, Sections G and H. Substitute teaching during any term, special projects work for institutional service in the winter and summer terms, and stipends are excluded from this calculation.
2. Where associate faculty assignments are available, preference will be given to full-time faculty members who request an overload assignment and meet the minimum qualifications. Overload requests must be made at least 30 days prior to the start of term. An associate faculty assignment (or overload) to a full-time faculty member or the reassignment from an associate faculty member to a full-time faculty for overload purposes shall be from the college/campus/center where the regular, full-time faculty member has the majority of their assignment. If no associate faculty assignment is available in the faculty member's discipline at the college/campus/center where the majority of their assignment is, then the full-time faculty member may choose an assignment from available courses or a reassignment from an associate faculty from another location. However, no full-time member will be required to accept an overload assignment.
3. If a class that is part of a full-time faculty member's contract load is canceled due to insufficient enrollment, the overload assignment of that faculty member shall be counted as the necessary part of the contract assignment.
4. If a portion of a full-time faculty member's contract load is canceled due to insufficient enrollment, and they have no overload assignment to be applied toward the completion of a contract assignment, a similar course(s) shall be "bumped" from an associate faculty on the campus/center where the regular, full-time faculty member has the majority of their assignment, unless they elect to take the bumped assignment at

another location. Where a reassignment from an associate faculty member is unavailable, similar course or courses shall be reassigned from the overload(s) of full-time faculty members at the campus/center where the regular full-time faculty member has the majority of their assignment unless they elect to take the reassignment at another location.

5. With the approval of the Vice President of Academic Affairs or designee, faculty members may work an overload before 2:00 p.m. if one is available, if it is in the best interests of the College, and if it does not interfere with other professional obligations listed in Article X.P. The District agrees that any denial of overload before 2:00 p.m. will not be for arbitrary or capricious reasons.
6. When it appears that a faculty member has exceeded the limitation, the matter shall be referred to a member of the Association or designee and a member of the College administration for consideration and recommendation.

W. Negotiating Reassigned Time

1. All Reassigned time, whether contractual or non-contractual, must be negotiated for or agreed upon in consultation with the Association. Reassigned time is equivalent to hours spent both for contact and for preparation. For example, a 0.2 would be 6 hours as it replaces 3 hours of contact and 3 hours of preparation.
2. Definitions:
 - a. Reassigned Time is a deliberate agreement that reassigns full-time faculty from teaching duties to tasks not included in normal contractual duties.
 - b. Contractual Reassigned Time is an assignment that has been negotiated and included in the faculty contract in Appendices D, E, F.
 - c. Categorical Reassigned Time is a grant or one-time funded assignment to develop or implement a project or initiative.
 - d. Temporary Reassigned Time is an assignment to develop a new program or initiative that does not exceed one (1) consecutive 16-week term, renewable for one additional 16-week term.
3. Reassigned Time Principles for Implementation
 - a. A list of performance expectations and duties relevant to the reassignment will be developed prior to an offer of reassigned time.
 - b. Offers of Contractual and Temporary reassigned time (excluding grants related to Article X.W.3.c.1. and categorical) shall be made public and available to all qualified faculty in good standing.

- c. Offers of reassigned time involving grants shall be based on the following principles:
 - 1) A faculty member who initiates the grant request or application process shall have first right of refusal to reassigned time associated with a subsequent grant award.
 - 2) Grants not initiated by a faculty member or department shall be made public and available to all qualified faculty in good standing to support the grant application process, and any subsequent reassigned time associated with a grant award.
 - d. Faculty members may elect to accept a reassigned time opportunity.
 - e. The reassigned time may be used in the fall and spring semesters with a schedule approved by the appropriate academic supervisor.
 - f. Once the appropriate dean or vice president approves the reassigned time, the affected areas will be notified.
 - g. All categorical reassigned time, though part of load, is excluded from negotiations even if it exceeds the two (2) semester timeframe.
 - h. The District has the right to grant and remove reassigned time to faculty that is not contained in the Collective Bargaining Agreement or “contractual” as set forth above.
 - i. Any non-contractual reassigned time that extends beyond two (2) consecutive semesters will be brought to the Association for possible contractual status.
 - j. Once reassign time becomes contractual, it shall be available at all three colleges unless it is negotiated as college specific.
4. Guidelines for development of reassigned time activities:
- a. These expectations will include, but are not limited to, the purpose of the assignment, specific objectives, expected outcomes, planned timelines, a periodic schedule of activities, and percentage of a full load reassignment.
 - b. These expectations will provide the basis for evaluations of the faculty member’s performance by the appropriate administrator and recommendation for continuation in the reassignment.

- c. This evaluation is to occur annually and may occur each semester.
- d. Faculty who are not recommended for continuation in the reassigned time assignment shall not be eligible for continuation in the assignment the following year.

X. Special Projects

1. Definition: Special Projects are short-term assignments conducted outside regular contractual load and duties to accomplish specific outcomes.
2. Any special project that extends beyond two (2) consecutive semesters will be brought to the Association for possible contractual status.
3. Special Projects funded by grant, categorical, or other one-time funding may extend beyond two (2) consecutive semesters and do not require Association approval.
 - a. Special project offers associated with grants shall be based on the following principles:
 - 1) A faculty member who initiates the grant request or application process shall have first right of refusal to a special project associated with a subsequent grant award.
 - 2) Grants not initiated by a faculty member or department shall be made public and available to all qualified faculty in good standing to support the grant application process, and any subsequent special project associated with a grant award.
4. Offers of special projects, excluding special grant projects in Article X.X.3.a.1., shall be made public and available to all qualified faculty in good standing.
5. Faculty who receive special projects may be subject to evaluation of performed activities and duties by the approving administrator. If faculty do not fulfill their professional duties or meet the outlined outcomes, then they may not be eligible for future special projects for the minimum of an academic year.
6. Once the appropriate dean or vice president approves the special project, the affected areas will be notified.
7. Special projects load must be applied to the teaching assignment for the term in which it is designated.

ARTICLE XI - ASSOCIATE FACULTY WORK AND LOAD

A. Associate Faculty

1. Associate faculty are employed on a semester-by-semester basis (with no contract implications), at the discretion of the District. Those associate faculty who have performed satisfactory service to the District may, in most instances, receive tentative assignments over new associate faculty applicants if associate faculty assignments are available in their area of qualification.
2. Associate faculty may not exceed 0.6700 FTE in any term (fall, winter, spring, summer) and may not exceed 1.34 FTE in an academic year (excluding winter and summer) subject to interpretation of the California Education Code and Title 5 Regulations. Under special circumstances exceptions can be provided on an individual case basis with Association and College President approval. Service as a substitute on a day-to-day basis and service in professional ancillary activities including, but not necessarily limited to, governance, institutional service, staff development, grant writing, special projects, and advising student organizations shall not be considered part of associate faculty load in accordance with Education Code 87482.5.
3. The District honors its commitment to associate faculty. After the start of a semester, if an associate faculty member has a class cancelled or reassigned to a full-time faculty member in the case of special circumstances as determined in consultation with the College president or designee, faculty member, and the Association, the associate faculty member shall be compensated for the hours that they provided instruction and/or for the first week of instruction, whichever is greater, and will receive compensation for one additional hour for each unit of the course at the lab rate for Group 1, Step 1 of the Faculty Hourly Salary Schedule (Appendix B).
4. The College Professional Development Committee in consultation with the College administration will identify orientation, training, and workshop or professional development opportunities that are available for associate faculty compensation. A total of three (3) hours compensation may be submitted for payment annually at Group 1, Step 1 of the Faculty Hourly Salary Schedule (Appendix B).
5. To facilitate associate faculty participation in discipline-directed assessment training, course level and/or program level assessment projects, the District will offer three (3) hours of compensation annually at Group 1, Step 1 of the Faculty Hourly Salary Schedule (Appendix B). Participating associate faculty will submit to their respective College Professional Development Committee a self-reflective narrative identifying the application of knowledge resulting from their participation in the three (3) hours of assessment related professional development activities. The results of an individual faculty member's assessment shall not be used as a criterion of evaluation.

6. To facilitate associate faculty participation in equitable student access and success, the District will compensate each participating associate faculty member up to three (3) hours of equity-related professional development.

7. Prison Education

Associate faculty shall be compensated an additional \$300 for the first section taught and an additional \$100 for each additional course section taught as part of their assignment in the local prisons. This applies to associate faculty teaching RCCD courses in local prisons where they are not employed.

8. Dual Enrollment

In consideration of the fact that associate faculty must commute to and from multiple locations and endure other requirements as determined by the local high schools in order to teach in their sites, said associate faculty shall be compensated an additional one hour at the lab rate for each class taught at alternative sites as part of their assignment in Dual Enrollment. This applies only to associate faculty teaching in programs at high schools where they are not employed. This does not include associate or full-time faculty from local high schools who are already stationed in those high schools.

9. Sexual Harassment Training

Associate faculty shall be compensated up to two (2) hours to complete sexual harassment training each time they are required to complete the training. They will be compensated upon completion. Newly hired associate faculty shall complete this training within six (6) months of their official start date and shall complete training every two years thereafter.

10. Cybersecurity Training

Associate faculty shall be compensated up to one (1) hour to complete cybersecurity training each time they are required to complete the training. They will be compensated upon completion. Newly hired associate faculty shall complete this training within thirty (30) calendar days.

B. Associate Faculty Reemployment Preference

1. Reemployment Preference

- a. Reemployment Preference: Associate Faculty members who have reached certain thresholds as set forth below may apply for Reemployment Preference per course, "specific classes or take on specific assignments" from the District Office. The District Office, which will maintain all relevant records, will reply to the Associate Faculty member on the status of their application within 30 calendar days. A final determination will be made within 45 calendar days of submission.

- b. Minimum standards: Direct quotes of the minimum standards for reemployment preference, pursuant to Education Code § 87482.3 (B), include the following:
 - 1) The length of time associate faculty member has served at the community college or district.
 - 2) The number of courses associate faculty has taught at the community college or district.
 - 3) The evaluations [as delineated in Faculty Association agreement Article XIII] of associate faculty conducted pursuant to Education Code §87663 and other related methods of evaluation that can be reliably used to assess the educational impact of associate faculty as it relates to student success.
 - 4) The availability, willingness, and expertise of the associate faculty member to teach specific classes or take on specific assignments that are necessary for student instruction or service.
 - 5) Additional standards may be negotiated regarding the processes and procedures for assigning associate faculty to teach courses or staff non-classroom assignments.

2. Assignment of Associate Faculty

- a. Right of assignment: The appropriate college administration maintains the right of assignment for all faculty assignments, both associate and full-time, and shall be established by college location at which the associate faculty have taught.
- b. To receive reemployment preference from Moreno Valley College, Norco College, or Riverside City College, the following criteria is used when making assignments for associate faculty:
 - 1) Subject matter expertise of the associate faculty per course (e.g.) skills, abilities, or certificates possessed by faculty related to courses offered in a specific discipline (specialties).
 - 2) Teaching assignments taught by the associate faculty have:
 - i. At least 2.0 FTE per course (10 courses if 0.2), or the equivalent for non-instructional hours for Counselors and Librarians, at the college the faculty are applying for preference.
 - ii. Recency (within the past two years) of teaching or other relevant experience for assignment.
 - iii. A semester shall be defined as either fall or spring semester.
- c. Satisfactory evaluations: Associate faculty are assessed on a three-year Improvement of Instruction (IOI) cycle and must earn an overall satisfactory rating. Associate faculty satisfactory evaluations from the first, third and fifth

terms of hire are on file and include both peer and student evaluations (or equivalent) from the college for which the associate faculty person is applying for reemployment preference.

- d. If an associate faculty has not been evaluated in accordance with the contractual standards, they may appeal to the dean to be evaluated in consecutive terms until they are eligible for reemployment preference.
 - e. Availability/willingness of faculty to teach: Associate faculty shall indicate their availability to teach, as well as the classes that they prefer to teach, by completing Availability Forms that will be circulated at the appropriate times. The forms must be submitted by the specified deadlines for consideration.
 - f. Additional standards may be considered and established; Disciplines/Departments may outline "specialties" in Department Operations to determine "expertise".
 - g. Upon satisfactory attainment of the above, an associate faculty shall be deemed to have Reemployment Preference.
3. Resolving concerns regarding teaching assignments: If associate faculty concerns regarding assignment cannot be resolved with the department chair, it shall be brought to the area dean. If the concerns are not resolved at the dean level, the issue shall be brought to the attention of the appropriate vice-president.
4. Applying for reemployment preference: Associate faculty may apply for reemployment preference per course in an academic discipline if they satisfy the criteria in paragraph 2 above, by submitting an application to the District Office which must be verified by Human Resources and Employee Relations in consultation with the Preference Committee as needed. A list of associate faculty with reemployment preference each semester is maintained at the District Office and distributed to the colleges.
5. Effect of Reemployment preference:
- a. Associate faculty certified with reemployment preference in an academic discipline will be offered an assignment in the discipline before an associate faculty person without reemployment preference, provided that they are qualified for the assignment, using the criteria above Article XI.B.2.b.;
 - b. The college will attempt to maintain a course/assignment from semester-to-semester, as long as the factors in Article XI.B.1.b. and XI.B.2.b. support that practice; and
 - c. All associate faculty, including those with reemployment preference, must indicate their availability to teach each semester, including summer/winter terms.
6. Losing Reemployment Preference: Associate faculty may lose reemployment preference if any of the following occur:

- a. Associate faculty accepts and then rejects or fails to complete an assignment without a compelling reason for so doing. A faculty member who performs service only each fall, or each spring, or in the summer, will not be deemed to have rejected an assignment in the other semesters in which they do not normally work;
 - b. Associate faculty fails to adhere to District/College policies and procedures, violates or refuses to obey laws, regulations, or published practices of the District/College;
 - c. Associate faculty receives an overall rating of "Needs Improvement" in the IOI process for the two most recent evaluations; or
 - d. Associate faculty receives an overall rating of "Unsatisfactory" in the IOI process for a single semester.
7. Unavailability of courses: In the event that there are more associate faculty instructors with reemployment preference than there are available teaching assignments, reemployment preference shall be determined by consideration of:
- a. The number of semesters the instructor has taught at RCCD.
 - b. The number of times the instructor has taught the course to be assigned.
 - c. If a tie remains, the class shall be assigned by the drawing of lots.
 - 1) "Bumping." From time-to-time, an assignment may be canceled, for instance, due to low enrollment or a full-time faculty member is hired. In the event that an associate faculty with reemployment preference, who has been assigned a single course, is left with no assignment, the associate faculty with preference shall have the opportunity to bump an associate faculty without preference for a course. A cancellation shall not change the reemployment preference status of the affected associate faculty.
8. Full time faculty who retired while in good standing and are returning as associate faculty shall be placed on the preference list for the first semester they are eligible to teach. They will be evaluated during their first semester and are eligible to apply for preference and be considered on the three-year cycle outlined in Article XI.B.2. All post-retirement employment is subject to CalSTRS separation, hours, and earnings limits, and the District may limit, modify, or withdraw assignments at any time to ensure compliance.
9. Evaluation Cycle: If a part time faculty member, on the three-year evaluation cycle, receives a 'needs improvement' or 'unsatisfactory' evaluation, then two senior faculty members of the discipline (or closely related discipline) shall review the evaluation and, if the two senior faculty members find that the 'needs improvement' or 'unsatisfactory' was not warranted, they will write a written report to be included in

the final evaluation. It is understood that a 'needs improvement' or 'unsatisfactory' evaluation does not in any way guarantee an assignment in the next term.

10. Temporary employment: Pursuant to Education Code §87482.3(d) of the Education Code, "In all cases, part-time faculty assignments shall be temporary in nature, contingent on enrollment and funding, and subject to program changes, and no part-time faculty member shall have reasonable assurance of continued employment at any point, irrespective of the status, length of service, or reemployment preference of that part-time faculty members."

11. Policies for Associate Faculty Termination:

The Riverside Community College District Board may terminate the employment of a temporary employee at its discretion at the end of a day or week, whichever is appropriate. The decision to terminate the employment is not subject to judicial review except as to the time of termination.

Termination may occur for specified reasons, including but not limited to:

- a. Unavailability of courses for more than two years.
- b. Failure to adhere to District/College policies and procedures, violates or refuses to obey laws, regulations, or published practices of the District/College.
- c. Overall "Needs Improvement" rating in the two most recent Improvement of Instruction evaluations.
- d. Overall "Unsatisfactory" rating in the IOI process for a single semester.

Termination under this subsection is separate and distinct from non-reappointment decisions such as cancellation of classes due to low enrollment, faculty bumping rights, or the like.

Termination during an active assignment may occur for documented misconduct, persistent performance deficiencies, loss of required licensure or qualifications, or other just cause consistent with Education Code §87732 for Regular Faculty and District policy. Termination also rescinds any future scheduled assignments, with written confirmation provided to the faculty member and the Association.

For termination during an active assignment, the supervising Dean shall notify the faculty member before termination and the faculty member may request a meeting within three (3) business days to review the issues warranting the termination. The Dean may cancel one or more of the faculty member assignments during the pendency of this review process. The requested meeting shall be scheduled as soon as practicable, and no later than five (5) business days after the incident which provided the alleged grounds for termination. The faculty member may request Association representation. If termination is decided, written notice stating the effective date must be issued within five (5) business days.

The faculty member may request an administrative review with the Vice President or designee within ten (10) business days, with Association representation allowed. The Vice President shall issue a final decision within ten (10) business days following final administrative review.

ARTICLE XII - DEPARTMENT CHAIRS AND OPERATIONS

A. Department Chairperson Definition, Selection, Compensation, and Duties

1. Department Chair Definition

Department Chairs are, first and foremost, faculty members. The Department Chair is a faculty leadership position with responsibility for an instructional department as designated by the District. Their leadership role arises from peer trust, not administrative authority. Chairs serve as collaborative facilitators who coordinate departmental work while remaining colleagues among equals. They uphold faculty voice, academic integrity, and shared governance. While the Department Chair is a faculty member and does not have the authority to discipline other faculty, the Department Chair does have the responsibility to carry out policies formulated by the District and the Department, the responsibility to report unresolved problems or violations of District policy to the appropriate administrator, and the responsibility to coordinate the activities of the department. To do their jobs effectively, they shall be provided by the Administration with appropriate data in already usable form and given sufficient windows of time in which to complete scheduling and other essential functions.

The Department Chair receives compensation as provided for in Appendix D of this contract and performs the duties set below.

2. Department Chair Selection

Department Chairs and other elected positions shall be selected and compensated as set forth below:

- a. **Eligibility.** A Department Chair shall be selected from regular members in good standing as defined in Article I.E. who are assigned to the affected department. A contract faculty member in good standing shall be eligible only where the department (by majority vote) provides compelling reasons in writing to the President. Assistant Department Chairs or other positions designated by the department shall have the same eligibility requirements, except that contract faculty may serve after completing two (2) full years of service in the District if no regular faculty member chooses to serve. (Such vote or selection shall not have any effect or bearing on any tenure decisions by the District with respect to such faculty members.) Where no qualified candidate for the Chair position is available within the department, the department may recommend to the District to hire from the outside. When such hiring is authorized by the District, the District will follow normal search and hiring policies.
- b. **Procedure for Selection.** The initial recommendation for appointment as Department Chair and other positions designated by the department shall be based upon an election within the affected academic department. Departments shall elect a Chair and designate how any reassigned time that exceeds the 0.6 semester FTE maximum for the Chair shall be allocated within the department. Every

contract and regular faculty member as defined in Articles I.D.1.-2 shall be assigned to an academic department and shall be eligible to vote in such department. Voting privileges are not extended to temporary (one-year) faculty. No faculty member shall be eligible to vote in more than one department. All elections shall be by secret ballot and the person who receives a majority of votes from those eligible to vote (whether or not actually voting) shall constitute the departmental recommendation for either the Chair, Assistant Chair, or other positions designated by the department. Separate elections for Chair (or Co-Chair) position(s), the Assistant Chair(s), or other positions designated by the department shall take place. In departments with Co-Chairs or more than one additional elected position, the two (2) individuals who receive a majority of votes shall be the departmental recommendation. In the event three (3) or more persons receive a majority of votes, the two (2) with the greatest number of votes shall be the departmental recommendations. If a tie occurs between two (2) candidates, a run-off election shall take place, and the individual receiving the majority of votes shall be the recommendation from the department.

The existing Department Chair shall report the results and the recommendation(s) to the President. The President may either accept or reject the recommendation(s). If the President rejects the recommendation(s), the President will state their reasons in writing for such rejection. Upon such rejection, the affected department shall conduct another secret ballot election to recommend an acting Department Chair or Assistant Chair (for a maximum of one (1) semester). During such semester the department shall conduct another election for a faculty member to serve as Department Chair or Assistant Chair for a normal term.

If no person receives a majority vote for Department Chair or other elected position after three (3) secret ballots, a run-off election shall be held between the two (2) candidates receiving the most votes in the third secret ballot. If the department is electing two (2) or more positions, and neither of the candidates has received a clear majority, a run-off election shall be conducted, and the individuals receiving the greatest number of votes shall be the departmental recommendations.

If a department cannot elect a Department Chair, the President shall appoint an administrator as a temporary Chair.

- c. Term of Department Chair. The term for a Department Chair, Co-Chairs, Assistant Chair(s) or other positions designated by the department shall be three (3) years commencing after the last contractual working day of the spring semester of the year in which the selection is made. (The terms of the Department Chair, Co-Chairs, Assistant Chair(s), or other positions designated by the department shall run concurrently.) Elections shall be held in the spring semester. Since it is desirable to maintain a staggered election system to avoid a complete turnover of Department Chair in any one (1) year, terms of the current Department Chairs shall be continued through their full term and the elections will be held on the existing cycle.

The selection process provided above shall be followed with respect to selecting an acting Department Chair in the event of an extended leave period for an existing Department Chair.

- d. Removal of the Department Chair. The President may remove a Department Chair for incompetent service and neglect of duties and in such event shall provide notice to the person and the department at least ten (10) days prior to such removal. The Department Chair shall be provided written reasons for such action. The President shall consult with members of the department before taking final action. After such removal, the department shall hold a new election pursuant to the above specified procedures to fill the unexpired portion of such Department Chair's position.

At the written request of two-thirds of the eligible faculty members of an affected department, the President shall establish a formal hearing to determine whether or not a Department Chair should be recalled. All voting members of the department shall be consulted. If after consultation the President determines to recall the Department Chair, the department shall hold a new election pursuant to the above specified procedures to fill the unexpired portion of such Department Chair's term.

Removal of faculty members serving in other position(s) designated by the department shall be determined by the written rules and regulations of the department.

3. Department Chair Compensation

- a. Regular Compensation of Department Chair. A Department Chair shall receive a stipend for fulfilling their duties as Department Chair from the first full service day through commencement of the academic year. The stipend will be added to the Chair's base salary by annotation of Appendix A. (Two Co-Chairs shall share the stipend in proportions as determined by the department.) Other positions designated by the department do not receive additional compensation.

Departments shall also be allocated reassigned time from a normal teaching load as follows:

Headcount	Semester FTE Reassignment
0-24	0.3
25-29	0.4
30-34	0.5
35-39	0.6
40-47	0.7
48-55	0.8
56-64	0.9
65+	1.0

At the discretion of the Department, Chair(s) may be allowed to go to 0.6 reassigned within the allocation.

Chairs of departments where faculty headcounts exceed 100 will receive a stipend per the appropriate department faculty salary schedule.

Note: This calculation will be implemented only if it produces a logical and reasonable product. This decision will be jointly made by the District and the Association. A count of all full-time and associate faculty will be taken as of the census date of the fall semester, the winter intersession, and the spring semester. The department count totals will be divided by two (2). The resulting number of headcount full-time and associate faculty will become the basis for the calculation of departmental reassigned time for the following academic year. The departmental reassigned time per semester will be allocated based on the chart above.

The figures in the chart above represent minimum reassigned FTE. The District will consider additional reassigned FTE for special or changing conditions, including consideration where there are multiple small disciplines.

In consideration of the stipend and the reassigned time, a Department Chair is expected to devote the time necessary to fulfill the responsibilities of such a position. At a minimum, a Department Chair will schedule regular weekly Chair office hours equal to 1.5 hours per 0.100 semester FTE reassigned. Each semester they will notify, in writing, all of the department's full- and associate faculty, classified staff, and the appropriate dean of instruction of these regularly scheduled Chair office hours. It is understood that some of these contact hours will involve meetings and/or other district related activities at various college/District sites. Appropriate notice will be posted when the Department Chair is out of their office on related District business. These hours will be included on the Chair's Teaching Assignment form.

- b. Summer Intersession Compensation: When the Vice President of Academic Affairs or designee determines that the duties of the Department Chair or other faculty elected to positions designated by the department to be on the premises of the College after commencement to the first service day, the faculty will be compensated at the activity/laboratory rate (Column 1, step 3 of the Hourly Salary Schedule, Appendix B). to a maximum of \$1,000 for departments with 51 or more headcount and a maximum of \$450 for departments with fewer than 50 headcount. If the Department Chair is not available to perform such duties, they will first name a faculty member elected to a position designated by the department or, if such a faculty position does not exist, a faculty member approved by the department to act in their stead. If no such designee is named or if such designee is not available, the appropriate Dean of Instruction will carry out the District's responsibilities for the educational program under the terms of Article III.A.

c. Miscellaneous Provisions

- 1) No faculty member shall be required to serve as a Department Chair.
- 2) A Department Chair who elects to resign their position shall provide at least 30-day notice in writing of such intention to both the President and the members of the department.

4. Department Chair Duties

a. Fall and Spring Duties

Department Chair duties for the fall and spring terms include the following:

- 1) Foster open, inclusive participation in departmental decision-making; convene and chair regular department meetings; communicate relevant District and College policies; attend collegewide chair meetings; attend division chair meetings or their equivalent; approve FLEX activities; and approve teaching assignments.
- 2) In collaboration with department faculty, ensure courses and programs align with approved course outlines, learning outcomes, and accreditation standards and coordinate evaluation of full-time and associate faculty.
- 3) Consistent with District procedures and workload provisions and in consultation with department faculty, develop teaching schedules and assignments that support equitable student outcomes to recommend to the College.
- 4) Lead departmental efforts in curriculum review, assessment, and program planning and implementation and guide faculty in program review and reporting processes to Academic Affairs.
- 5) Recruit, recommend, and mentor associate faculty; ensure equitable access to departmental communication, materials; and support associate faculty in departmental needs.
- 6) Monitor and facilitate academic processes such as course substitutions, grade changes, incomplete contracts, and petitions related to enrollment or credit.
- 7) Mediate student complaints in accordance with established College and District procedures, prioritizing fairness and educational integrity.
- 8) Oversee textbook orders, instructional materials, and library resource needs, ensuring alignment with departmental goals and equity in student access; when possible, support efforts to offer Zero Textbook Cost (ZTC) and Online

Educational Resource (OER) materials; and when using ZTC or OER, collect information for class schedule.

- 9) Identify and communicate maintenance or equipment needs to the appropriate offices to ensure safe and effective learning environments.
- 10) Monitors the department budget in collaboration with area Dean (e.g., expenditures, travel requests, and fiscal controls) with transparency and accountability.
- 11) Collaborate with area administrator to coordinate departmental classified professional activities and may provide feedback for effective functioning of academic programs and departmental operations as appropriate.
- 12) Maintain records of departmental actions (i.e., Departmental Operations Manual) and serve as an ex officio member of subcommittees as needed.
- 13) Represent the department in College, District, and community settings, including partnerships with advisory groups and professional organizations.
- 14) Encourage continued study, collaboration, and professional development among faculty and share relevant opportunities, research, and innovations that strengthen the department and discipline.
- 15) Schedule regular weekly Chair office hours. It is understood that some of these contact hours will involve meetings and/or other District related activities at various college/District sites. These hours will be included on the Chair's Teaching Assignment form.

b. Intersession Duties

During the intersessions (Winter and Summer), Department Chairs or their designees will be available to complete a limited set of tasks. If the Department Chair is unavailable to perform the duties stated below during the summer intersession, the Chair shall designate a faculty member to act in their stead. The designee must be (a) a faculty member elected to a department-designated position or, if no such position exists, (b) a faculty member approved by the department. If no such designee is named or if such designee is not available, the area Dean will carry out the department's responsibilities for the educational program under the terms of Article III.A. This provision shall not limit a Chair's right to engage voluntarily in planning, mentorship, or departmental activities during the intersession without compensation.

Department Chair duties for the intersessions include the following:

- 1) Duties limited to essential, time-sensitive tasks necessary to maintain continuity of operations (e.g., urgent schedule adjustments, hiring processes, accreditation compliance)

- 2) Urgent schedule adjustments (e.g., last-minute course cancellations and additions, instructor replacements, room/time changes)
- 3) Hiring work limited to immediate need, such as associate faculty hires or onboarding required before fall
- 4) Communication with area administrator to confirm decisions on (b) and (c) not for general operations
- 5) Approval of FLEX activities
- 6) Mediation of student complaints in accordance with established College and District procedures, prioritizing fairness and educational integrity
- 7) Accreditation or state/federal reporting tasks only when deadlines fall within the summer and cannot be deferred
- 8) Curricular changes that must be finalized
- 9) Grant or program compliance activities with immovable submission deadlines.

B. Departmental Operations

The Department is an academic unit of the College and has the responsibility for the academic disciplines under its jurisdiction. Under the convening and representative authority of the Chair, each department functions as a community of teachers and scholars working collegially. To ensure consistency, all departments will follow the operational guidelines listed below:

- a. By majority vote, all departments will develop a written list of decision-making responsibilities delegated to the Chair by the department such as articulation appeals, the hiring of associate faculty in accordance with District policy, schedule development, student complaints, general office supply purchases, etc. A copy will be sent to the appropriate Dean of Instruction.
- b. By majority vote, all departments will establish written criteria for developing teaching assignments - such as seniority, rotation, special preparation/training, etc. that are not explicitly guaranteed in the Agreement. A copy will be sent to the appropriate Dean of Instruction.
- c. All major decisions not explicitly delegated by the department to the Chair(s) shall be by majority vote of the regular and contract faculty of the department. Major decisions include, but are not limited to, budget recommendations, remodeling requests, major equipment purchases, changes in curriculum, and program review of documents and plans. These decisions will be recorded in the department minutes and sent to the appropriate Dean of Instruction.
- d. All departments must have a general faculty meeting at least once a month. All faculty must be afforded the opportunity to contribute items for the agenda, which

- must be given to all members of the department three (3) business days before the meeting. Copies of the meeting minutes and agendas, including the names of the faculty members present or not present, will be forwarded to the appropriate Dean of Instruction.
- e. All regular and contract faculty, as part of their general responsibilities as full-time members of the College faculty, are expected to participate equally in the business of the department. The responsibilities include, but are not limited to, participating in the program review process and the formulation of program review documents, representing the department on college-wide committees, assessment projects, developing and revising curriculum, serving on departmental subcommittees, etc.
 - f. Contract and regular faculty members of the department will assist the Chair and/or the Assistant Chair(s) in hiring and evaluating associate faculty. Each department will develop a regular rotation to ensure that contract and regular faculty share the responsibility equally. Associate faculty may be hired only after an interview that includes, at a minimum, two full-time members of the department, one of whom must be a member of the discipline or related discipline of the applicant.
 - g. Department chairs shall call for a vote when transfer requests are proposed. The Departmental Operations shall outline the voting process and membership for transfers.
 - h. Departments may develop other rules and regulations not explicitly addressed in the Agreement. A copy will be sent to the appropriate Dean of Instruction.

ARTICLE XIII – IMPROVEMENT OF INSTRUCTION AND TENURE REVIEW

- A. Given that the primary mission of each college and the District is to cultivate a supportive, equitable, and inclusive environment for students that promotes the access and success of a diverse student body, strengthening the instructional skills and professional contributions of all faculty members is vital to fulfill our responsibilities to the community, the State, and the relevant accrediting body. As faculty play an essential role in the delivery of instruction and the academic integrity of the institution, making continuous improvement the goal of evaluation is foundational to teaching and learning. In this article, full-time faculty are described as contract faculty (non-tenure track and tenure-track) and regular (tenured). Associate faculty are described as part-time faculty employed on a semester-by-semester basis.

The purpose of the evaluation procedure set forth in this article is to assess the performance of the full-time and associate faculty, with emphasis on the strengthening of instruction and pedagogy to make recommendations toward continued employment. Only the process, and not the content, of the evaluation shall be subject to the full grievance arbitration process.

B. Contract Faculty

1. Purpose of Evaluation

- a. For contract faculty, the purpose of evaluation is to monitor and to assist the contract faculty member in meeting the responsibilities for the position under which they were hired (as specified in the job announcement), to assess and advise the contract faculty member of their professional strengths and areas needing improvement, and to make reasonable efforts to encourage and aid them to overcome any deficiencies. The purpose of this process is to determine if the contract faculty member continues to exhibit the professional competencies and qualifications consistent with the job description, or assignment made by the College in the intervening time, and to contribute such information to the process of decision making for the retention of contract faculty.
- b. All faculty members teaching classes that include an online component (excluding web enhanced) must meet established criteria for distance education and should be evaluated by faculty who also meet the same distance education criteria.

2. Faculty Expectations

- a. Full-time faculty expectations include but are not limited to all of the following:
 - 1) Will be thorough in carrying out the assigned duties as outlined in the job description.

- 2) Will be regularly involved in professional development activities in order to increase expertise in both subject matter, teaching techniques, or other duties as outlined in the job description.
- 3) Will cooperate with the department chair and colleagues in planning and implementing curricular and other educational projects.
- 4) Will participate in program development, program review, and assessment of program and student learning outcomes.
- 5) Will develop and utilize effective pedagogical techniques in order to enhance the communication of ideas and promote optimal student learning, critical thinking, and performance skills.
- 6) Will teach information that reflects current scholarship in their respective field and is in compliance with the current course outline of record.
- 7) Will adhere to ethical principles governing interactions with students and colleagues.
- 8) Will be prompt and regular in attendance at all class meetings and adhere to scheduled dismissal times.
- 9) Will be prompt and regular in attendance at all department, committee, and collegewide meetings.
- 10) Will prepare all records and reports accurately and completely within established deadlines. Reports include but are not limited to census reports, positive attendance, and grade rosters.
- 11) Will be involved in the total program of the College to fulfill their institutional service (See Article X.P).
- 12) Will keep scheduled office hours and fulfill obligations as to presence on campus.
- 13) Will maintain current knowledge of department goals, planning agenda, assessment activities, and update and develop curriculum.
- 14) Will use their subject matter expertise to cultivate a supportive and inclusive environment that promotes equitable access and success for a diverse student body.

3. Frequency of Evaluation

- a. Every contract faculty member shall be evaluated formally during the first semester of employment and in the fall semester of each of the following three (3) years.
- b. Full-time categorically funded faculty will be evaluated formally during the first semester of employment and in the Fall semester of each of the following three (3) years. Once these four (4) formal evaluations are completed satisfactorily, full-time categorical faculty will be evaluated once every three (3) years thereafter, usually in the Spring semester in a manner consistent with the evaluation process for regular faculty.

Participation in the evaluation cycle does not obligate the District to rehire or grant tenure to faculty who are categorically funded. However, if a full-time categorically funded faculty member is hired into a tenure-track position, a maximum of three (3) previous full-time categorical evaluations will be credited toward the tenure track process as long as there was never a break in service to the District of more than two (2) consecutive years, the full-time position constituted at least 75%, of a full-time load, and the minimum qualifications for the categorical position(s) were the same (or higher level) than the minimum qualifications for the tenure-track position. If a full-time categorical faculty member does have a break in service of two (2) consecutive years, upon return the evaluation cycle will begin in the first term of hire and following a satisfactory evaluation, the three (3) year cycle will resume thereafter.

Full-time categorical faculty evaluations anywhere in the District can be credited toward a future tenure-track faculty position in the same manner that tenure-track evaluations anywhere in the District can be credited toward the tenure process. However, if a full-time categorical faculty member is assigned a categorical position at another college at any time within the evaluation cycle, that College shall have the right to evaluate the categorical faculty member in the first semester at that college. Furthermore, if the District fails to initiate the evaluation process when necessary, that will not constitute a break in service or negatively impact the faculty member.

4. Evaluation Procedures for Contract Faculty

- a. A tenure review and evaluation committee shall be formed and meet during the first six (6) weeks of employment. This committee shall serve as a standing committee until the contract faculty member is granted tenure or has their contract non-renewed. The contract faculty member being evaluated is an active participant in the committee. The committee shall consist of three (3) tenured faculty in the contract faculty member's discipline (or closely related discipline if tenured faculty are not available in the District), the Department Chair or designee, and an academic administrator, or in the case of faculty coaches, the Athletic Director, who will chair the committee. Department Chairs shall appoint the tenured faculty members to the committee. At least one tenured faculty member who served on the contract member's initial hiring committee shall be

appointed. If a vacancy on the committee occurs before the committee has completed its responsibilities, a replacement tenured faculty member shall be selected by the Department Chair or, if an administrator, by the President or their designee. All tenured faculty have a professional obligation to serve on one or more tenure review committees as part of their professional responsibilities. They may serve but are not required to serve on more than two (2) committees. The contract faculty member undergoing review shall be present at all meetings of the review committee.

- b. Scope and Process: The scope and process meeting is a crucial component of the faculty evaluation that ensures a professional and collegial process while also determining the latitude and extent of discussion.

The evaluation process involves confidential personnel materials and deliberations. Faculty serving on tenure review committees or acting in an evaluative or decision-making capacity shall maintain confidentiality and shall only be discussed within the Improvement of Instruction (IOI) meetings. Nothing in this provision shall be interpreted to limit any faculty member's rights under the Educational Employment Relations Act (EERA), including the right to discuss their own employment conditions, evaluations, or concerns regarding the tenure process. Any faculty member with a concern regarding the IOI process should consult the Association for guidance.

All committee members are expected to attend the scope and process meeting. During the evaluation process, the committee cannot discuss or consider anything not agreed upon by the entire committee during the original scope and process meeting. The committee's primary duty is to make a recommendation regarding the contract faculty member's continued service to the District. The committee should assist the contract faculty member in meeting and fulfilling the job-responsibility criteria set forth in the job announcement under which the contract faculty member was appointed, including but not limited to the basic function, duties, and responsibilities. Using the criteria in the advertised job announcement, the committee, in consultation with the contract faculty member, shall establish the following:

- 1) the scope, and process will follow in evaluating the performance and professional competencies of the contract faculty member; and
- 2) the manner by which the contract faculty member can receive assistance during the evaluation process.

The committee chair will send a written record of the scope and process determined to all committee members and to the contract faculty member within five (5) working days of the committee's initial meeting. At the request of the faculty member undergoing review or member(s) of the tenure and

evaluation committee, the committee may convene during spring as a follow up to the formal review completed during the fall semester.

- c. As mandatory components during the faculty evaluation process, the review committee's yearly report shall include written administrative and peer reviews based on the following:
 - 1) Observations following classroom visitations of approximately an hour from each member of the committee (or alternative methods for non-teaching faculty). For instructors teaching online, one of the classroom visitations must be an online section, limited to one week of the course as well as onboarding pages;
 - 2) Results of student surveys of all classes (or alternative instruments for non-teaching faculty);
 - 3) Articulation and progression of tentative professional growth goals;
 - 4) Progress in fulfillment of annual institutional service plan;
 - 5) Progress in fulfillment of annual flex obligation;
 - 6) Evidence of subject-matter proficiency;
 - 7) Faculty syllabi; and
 - 8) Faculty expectations listed in Article XIII.B.2.

The review by the committee will include evaluation of distance education (online and hybrid) instruction if such instruction is part of the teaching assignment.

If agreed upon by the committee, the faculty member undergoing evaluation may be asked to provide examples of teaching and assignment materials to ensure that they adhere to the course outline of record. The review committee may also evaluate professional traits such as time-management, dependability, and respectful collegiality.

Each member of the committee shall write a narrative statement supporting their initial overall evaluation of the contract faculty member's fulfillment of the job responsibilities as outlined in Article X. After completion of the formal report, the committee may review, for informational purposes only, the contract faculty member's grade distribution, equitable access and success data, and retention statistics. This information shall not be part of the formal review process or report.

- d. The faculty under evaluation shall provide a self-reflective narrative statement that addresses how the faculty member fulfills institutional service obligations, including support of equitable student access and success. The narrative should also address other non-instructional duties for which the faculty receives reassigned time.

- e. Follow-up Meeting: All committee members are expected to attend the follow-up meeting to present their evaluations and written summaries in person. Committee conversation regarding all materials presented in the follow-up meeting is a crucial part of the evaluation process and allows for careful consideration of all observations and assessments in each member's evaluation. Any other discussion of the report is limited by the scope of the evaluation. Elective and representative duties can only be discussed for non-evaluative purposes. Discussion of duties associated with other reassigned time cannot form the basis for a 'needs improvement' determination. The committee shall not include documents other than those produced or requested by the review committee in the tenure record, except by agreement of the members of the committee.
- f. Contract faculty members have the right to respond in writing to any documents placed in the tenure review and evaluation record.
- g. Continuation of Contract: By the end of the first semester of employment and by the end of the fall semester of each year thereafter, by majority vote, the committee shall make a recommendation for renewal or non-renewal of contract to the College President for action as specified under the law. The final vote can only be cast by those present at the follow up meeting after careful deliberation of all agreed upon reports and materials.

In the event that a majority of the committee determines that there is a "Need for Improvement," the committee will write a plan for improvement for the faculty member within 10 working days and provide specific and measurable goals that they deem are attainable in the time period set for improvement. Faculty members with a "Need for Improvement" are not considered in good standing. Upon agreement by the review committee and faculty member under review, a regular full-time faculty member will be assigned as a faculty mentor who will provide overall support and guidance in the remediation process as outlined in the measurable goals. Based on the areas needing improvement, the faculty mentor may be a member of the review committee, the discipline, or a faculty member on a professional development committee. The faculty mentor will provide to the review committee an overall written assessment and evaluation of the success of the faculty under review in attaining the needed improvement.

This "Need for Improvement Plan" shall begin in the Spring semester following the semester in which the "Need for Improvement" rating is received, and the plan shall become part of the tenure review and evaluation record. The committee shall meet in the Spring semester following the semester in which the "Need for Improvement" is received to discuss if improvement was achieved based on the remediation plan provided to the faculty member under review. The review committee will provide feedback on the progress attained thus far. To determine improvement according to the "Need for Improvement Plan," the committee may conduct any type of administrative, peer, and/or student evaluation it deems

necessary in assessing the Contract Faculty member's performance and in providing further guidance for improving instruction and/or professional performance set out in the Plan's specific and measurable goals. The Contract Faculty member shall write a narrative addressing the specific ways the faculty member has improved related to the "Need for Improvement Plan."

In the Spring Semester follow-up meeting, the committee will not make a recommendation on the "Committee Report" form. Rather, they will provide a written evaluation of whether the faculty member has improved on the specific goals as set out by the "Need for Improvement Plan." The committee will meet the following fall according to timelines outlined in the Contract for Improvement of Instruction Process for Contract Faculty. During the subsequent Fall Semester Improvement of Instruction cycle, there should be no second consecutive "Need for Improvement;" in other words, there shall be only "Satisfactory" or "Non-Renewal" in the subsequent year after a "Need for Improvement" had been given to a Contract Faculty member.

If a decision is made for non-renewal of a contract faculty member's employment by either the review committee or the College President, the faculty member should be notified no later than December 10th. The faculty member may file an appeal no later than the first workday in January. A written rationale for the appeal must be included, which will be included in the tenure-review record. Such appeal committee shall consist of the Chancellor's designee, the Association President or designee, and the most senior tenured, available member of the faculty member's discipline or closely related discipline not on the evaluation committee.

The appeal committee will determine the scope of the review, which should include, but is not limited to, a review of the complete tenure review record and the written rationale for the appeal. The appeal committee must forward its written recommendation along with any dissenting opinions to the Chancellor no later than February 10th. The Chancellor's recommendation to the Board of Trustees shall include the complete written tenure-review record, the appeal committee's findings, and any dissenting opinions.

- h. Tenure: By the end of the fall semester of the fourth year, by majority vote, the committee shall make a recommendation for either tenure or non-renewal to the administration for action as specified under the law. Committee dissenting opinions or differing opinions must be included with the recommendation of the majority. The entire record of tenure review shall be forwarded to the College President. If a recommendation for non-renewal is going to be forwarded to the Chancellor, the faculty member must be notified by December 10th by the College President. The faculty member may file an appeal no later than the first work day in January. A written rationale for the appeal must be included, which will be included in the tenure-review record. Such appeal committee shall consist

of the Chancellor's designee, the Association President or designee, and the most senior available, tenured member of the faculty member's discipline or closely related discipline not on the tenure review committee.

- i. The appeal committee will determine the scope of the review, which should include, but is not limited to, a review of the complete tenure review record and the written rationale for the appeal. The appeal committee must forward its written recommendation along with any dissenting opinions to the Chancellor no later than February 10th. The Chancellor's recommendation to the Board of Trustees shall include the complete written tenure-review record, the appeal panel's findings, and any dissenting opinions.
- j. In the event there is a "non-renewal" decision for a third or fourth year contract faculty member, the content of the evaluation may be grieved by the affected contract faculty member but such grievance shall not be subject to arbitration.

C. Regular Faculty

1. Purpose of Evaluation

- a. For regular faculty, the purpose of evaluation is to assess professional performance and contributions, to identify strengths and areas in need of improvement, and to provide support for improvement of instruction in order to advance the mission of the College and District.
- b. All faculty members teaching classes that include an online component (excluding web enhanced) must meet established criteria for distance education and should be evaluated by faculty who also meet the same distance education criteria.

2. Faculty Expectations

- a. Full-time faculty expectations include but are not limited to all of the following:
 - 1) Will be thorough in carrying out the assigned duties as outlined in the job description.
 - 2) Will be regularly involved in professional development activities in order to increase expertise in both subject matter, teaching techniques, or other duties as outlined in the job description.
 - 3) Will cooperate with the department chair and colleagues in planning and implementing curricular and other educational projects.
 - 4) Will participate in program development, program review, and assessment of program and student learning outcomes.

- 5) Will develop and utilize effective pedagogical techniques in order to enhance the communication of ideas and promote optimal student learning, critical thinking, and performance skills.
 - 6) Will teach information that reflects current scholarship in their respective field and is in compliance with the current course outline of record.
 - 7) Will adhere to ethical principles governing interactions with students and colleagues.
 - 8) Will be prompt and regular in attendance at all class meetings and adhere to scheduled dismissal times.
 - 9) Will be prompt and regular in attendance at all department, committee, and collegewide meetings.
 - 10) Will prepare all records and reports accurately and completely within established deadlines. Reports include but are not limited to census reports, positive attendance, and grade rosters.
 - 11) Will be involved in the total program of the College to fulfill their institutional service (See Article X.P).
 - 12) Will keep scheduled office hours and fulfill obligations as to presence on campus.
 - 13) Will maintain current knowledge of department goals, planning agenda, assessment activities, and update and develop curriculum.
 - 14) Will use their subject matter expertise to cultivate a supportive and inclusive environment that promotes equitable access and success for a diverse student body.
- b. When possible, regular faculty members shall not be required to serve on more than one (1) improvement of instruction committee per semester in addition to the tenure review committees, except in those cases where voluntary participation is not sufficient to carry out the required evaluations. No faculty member shall be required to serve on an improvement of instruction committee during their semester of evaluation.
3. Frequency of Evaluation
 - a. Every regular faculty member shall be evaluated once every three (3) years, usually in the spring semester.

4. Evaluation Procedures for Regular Faculty

- a. The area dean shall establish a peer review committee during the spring semester for each regular faculty member undergoing review. The faculty member being evaluated is an active participant in the committee. The committee shall consist of two (2) faculty members from the regular faculty member's discipline or a closely related discipline and one (1) academic administrator or in the case of faculty coaches, the Athletic Director, in consultation with the faculty member undergoing review. If the Department Chair is undergoing review, the second member of the committee shall be selected by the Assistant Chair or, in the absence of an Assistant Chair, by the most senior member of the faculty member's discipline or department at the College. In most instances, the person undergoing review should not be asked to serve on another improvement of instruction committee. One (1) member shall be selected by the Department Chair and one (1) by the faculty member undergoing review. At least one of the selected members shall be a tenured member of the faculty. The senior faculty member shall chair the committee. Any faculty member who has concerns regarding the administrator designated for the faculty member's evaluation committee may submit a written objection to the President. The President will select a new administrator in consultation with the Academic Senate President and notification to the Association. The faculty member may object only one time and must do so within seven (7) calendar days of notice of the committee composition.
- b. The scope and process of the review shall be determined by the committee in consultation with the faculty member under review. The area dean may request that the committee consider factors identified by the administration that affect the faculty member's performance as a tenured member of the faculty. The review should focus on strengthening the faculty member's instructional skills and professional contributions to the College. Within five (5) working days, the chair will submit a written record of the scope and process to the area dean, the regular faculty member, and the other members of the committee.

The evaluation process involves confidential personnel materials and deliberations. Faculty serving on tenure review committees or acting in an evaluative or decision-making capacity shall maintain confidentiality and shall only be discussed within the Improvement of Instruction (IOI) meetings. Nothing in this provision shall be interpreted to limit any faculty member's rights under the Educational Employment Relations Act (EERA), including the right to discuss their own employment conditions, evaluations, or concerns regarding the tenure process. Any faculty member with a concern regarding the IOI process should consult the Faculty Association for guidance.

- c. As mandatory components of the faculty evaluation process, the review committee shall address each of the following:
 - 1) Observations following classroom visitations (or alternative methods for non-teaching faculty) of approximately an hour by at least two of the peer reviewers. For instructors teaching online, one of the classroom visitations must be an online section, limited to one week of the course as well as onboarding pages;
 - 2) Results of student surveys of all classes (or alternative instruments for non-teaching faculty);
 - 3) Articulation and progression of professional growth goals;
 - 4) Progress in fulfillment of annual institutional service plan;
 - 5) Progress in fulfillment of annual flex obligation;
 - 6) Evidence of subject-matter proficiency and currency;
 - 7) Faculty syllabi; and
 - 8) Faculty expectations listed in Article XIII.C.2.a.

If agreed upon by the committee, the faculty member undergoing evaluation may be asked to provide examples of teaching and assignment materials to ensure that they adhere to the course outline of record. The review committee may also evaluate professional traits such as time-management, dependability, and respectful collegiality.

While the administrative reviewer does not participate in classroom observations, they may write evaluative reports addressing adherence to deadlines for submission of reports, grades, and assessment; and other areas of institutional service, including FLEX activities, reassigned time, special assignment, special projects, and coordinator duties.

The faculty under evaluation shall provide a self-reflective narrative statement that addresses how the faculty member fulfills institutional service obligations, including support of equitable student access and success. The narrative should also address other non-instructional duties for which the faculty receives reassigned time. Elective and representative duties can only be discussed for non-evaluative purposes. Discussion of duties associated with other reassigned time cannot form the basis for a needs improvement determination. Any other discussion of the report is limited by the scope of the evaluation.

After completion of the formal review process, the committee may review, for informational purposes only, the faculty member's grade distribution, equitable access and success data, and retention statistics. This information shall not be part of the formal review process or report.

- d. At the conclusion of each review, the committee shall prepare a written report that includes a cover sheet where each reviewer shall state whether the faculty member's performance is "satisfactory" or if there is a "need for

improvement.” The faculty member shall be given a copy of the report and shall sign the report to indicate that they have received it. If the majority of the reviewers determine that the regular faculty member needs improvement, the committee will indicate, as part of the formal report, the specific instructional and/or non-instructional areas to be improved. If the administration or the regular faculty member disagrees with the recommendation, either the College administration or the regular faculty member may request that the matter be reviewed by a three (3) person appeal committee. Such committee shall consist of the College President, the College Academic Senate President, and the Association President, or their designees. If the majority of the appeal committee determines that the faculty member’s performance is satisfactory, the appeal committee shall provide a written rationale for its determination. The faculty member shall then be returned to good standing, the results of the appeal shall be included in the formal report, and the faculty member shall return to their original evaluation cycle. If the majority of this appeal committee determines that further review is needed, the matter shall be referred to a second review committee as hereafter set forth. The faculty member being evaluated may file a written disagreement within fifteen (15) working days to be included in the formal report.

- e. A faculty member undergoing a second-level review as a result of a Needs Improvement or Unsatisfactory determination is not in good standing and is not eligible to be on an improvement of instruction committee, cannot be required to serve on any other college faculty review committee, and is not eligible to receive overload assignments.
- f. The second review committee shall be established by the department chair and area dean within fifteen (15) working days of the appeal committee’s determination. The second review committee shall consist of three (3) tenured faculty members from the evaluatee’s discipline (or closely related discipline if no faculty are available in the District) in order of seniority; the Department Chair/ Assistant Chair; and an academic administrator, who will chair the committee. The second review committee shall establish the scope of the review, which shall be reduced to writing within five (5) working days of the committee meeting. The second review committee may have access to evaluation reports in which the faculty member received a “needs improvement” and may conduct any type of administrative, peer, and/or student evaluation it deems necessary in assessing the faculty member’s performance and providing guidance for improving instruction and/or professional performance that was identified as needing improvement by the original Improvement of Instruction review committee. Unless the faculty member requests and the second review committee agrees, the review shall begin in the semester following the semester in which the “needs improvement” rating is received. Faculty members with a “needs improvement” are not considered in good standing.

- g. The second review committee shall prepare a written report which shall provide a determination of “satisfactory” or “unsatisfactory.” The overall rating shall be by majority vote, but each member of the second review committee shall designate the rating they believe is appropriate. Within fifteen (15) working days of the receipt of the written report, the faculty member may file a written disagreement. If a majority of the second review committee determines that the faculty member’s performance is “satisfactory,” the faculty member shall then be returned to good standing, the results of the review shall be included in the final report, and the faculty member shall return to their original evaluation cycle. If a majority of the second review committee determines that the faculty member’s performance is “unsatisfactory,” the second review committee has two options:
- 1) The second review committee may recommend one (1) final review, which shall begin in the following semester. Within fifteen (15) working days, the second review committee, in consultation with the faculty member, shall determine specific objectives and goals for a remediation plan. The purpose of the remediation plan is to help the faculty member remediate and eliminate the areas of deficiency or area(s) in need of improvement specified by the peer reviewers; or
 - 2) Provided the second review committee determines that a final review is not warranted, a written report shall be sent to the President of the College for an administrative determination, and a copy shall be forwarded to the faculty member.
- h. After the final review, if the majority of the second review committee determines that the faculty member’s performance is “satisfactory,” the faculty member shall then be returned to good standing, the results of the review shall be included in the final report, and the faculty member shall return to their original evaluation cycle.

If the majority of the second review committee determines the objectives and remediation plan have not been met, there shall be no further review. A written report shall be sent to the President of the College for an administrative determination, and a copy shall be forwarded to the faculty member.

In the event there is a decision of “unsatisfactory” for a regular faculty member, the content of the evaluation may be grieved by the affected regular faculty member but such grievance shall not be subject to arbitration.

D. Associate Faculty

1. Purpose of Evaluation

- a. For associate faculty, the purpose of evaluation is to assess the professional performance of the associate faculty, to advise the faculty member of their professional strengths and areas in need of improvement, and to provide support in the improvement of their instruction.
- b. All faculty members teaching classes that include an online component (excluding web enhanced) must meet established criteria for distance education and should be evaluated by faculty who also meet the same distance education criteria.

2. Faculty Expectations

- a. Associate Faculty expectations include but are not limited to all of the following:
 - 1) Will cooperate and communicate with their department chair or dean, as appropriate.
 - 2) Will develop and utilize effective pedagogical techniques in order to enhance the communication of ideas and promote optimal student learning, critical thinking, and performance skills.
 - 3) Will teach information that reflects current scholarship in their respective field and is in compliance with the current course outline of record.
 - 4) Will adhere to ethical principles governing interactions with students and colleagues.
 - 5) Will be prompt and regular in attendance at all class meetings and adhere to scheduled dismissal times.
 - 6) Will prepare all records and reports accurately and completely within established deadlines. Reports include but are not limited to census reports, positive attendance, and grade rosters.
 - 7) Will use their subject matter expertise to cultivate a supportive and inclusive environment that promotes equitable access and success for a diverse student body.
 - 8) May, when possible, participate with discipline faculty in the assessment of student learning outcomes for appropriate compensation per Article XI.A.5.

3. Frequency of Evaluation

- a. Every associate faculty member shall be evaluated during the first term of hire (winter and summer included), once each year for the next two (2) years, and

at least once every three (3) years thereafter. However, if an associate faculty member is assigned a class at a second college in the District within this cycle, that college shall have the right to evaluate the associate faculty member in the first semester at that college. The evaluation at the second college shall reset the cycle. When an associate faculty member teaches at two (2) or more colleges within the District when the regular evaluation is due, then the department chairs or their designees at each college should confer to determine which college will perform the evaluation. Associate faculty reemployment preference is addressed in Article XI.B.

- b. If an associate faculty member does not have an assignment for a year, upon return the evaluation cycle will begin as in the first term of hire and thereafter, following a satisfactory evaluation, the three-year cycle will resume. If the break in service in the District is more than a year, the associate faculty member shall be evaluated consistent with the process for a newly hired associate faculty member.

4. Evaluation Procedures for Associate Faculty

- a. Prior to initiating the associate faculty improvement of instruction process, Department Chairs shall notify associate faculty members that they are undergoing review.
- b. The scope and process for the associate faculty review shall include a classroom observation (or alternative methods for non-teaching faculty) of approximately an hour student surveys of all classes, review of faculty syllabi as a mandatory component during the faculty evaluation, review of counseling and librarian services (as appropriate), and a Department Chair's report. Evaluation of online courses is limited to one week of the course and onboarding pages. The associate faculty review shall be directly related to the associate faculty member's performance and may include subject matter expertise, communication skills both written and oral, adherence to course outlines of record, and timeliness and accuracy of required census reports, positive attendance, grade rosters and other reports for which the faculty have responsibility. The associate faculty member under evaluation may be asked to provide examples of teaching and assignment materials to ensure that they adhere to the course outline of record.

The evaluation process involves confidential personnel materials and deliberations. Faculty serving on tenure review committees or acting in an evaluative or decision-making capacity shall maintain confidentiality and shall only be discussed within the Improvement of Instruction (IOI) meetings. Nothing in this provision shall be interpreted to limit any faculty member's rights under the Educational Employment Relations Act (EERA), including the right to discuss their own employment conditions, evaluations, or concerns

regarding the tenure process. Any faculty member with a concern regarding the IOI process should consult the Faculty Association for guidance.

- c. The Department Chair or designee shall conduct a classroom observation and complete a written report, which will include a review of the student surveys.
- d. The Department Chair shall prepare the final report that may include appropriate comments and recommendations to be discussed with the associate faculty member.
- e. After completion of the evaluation process, the Department Chair may review, for informational purposes only, the grade distribution and retention statistics of the associate faculty member under evaluation. This review shall not be part of the formal process or report.
- f. A copy of the evaluation review report shall be provided to the associate faculty member, who will sign it to indicate that they have received the report. The associate faculty member may submit a written disagreement to the Department Chair within fifteen (15) working days of receiving the report.
- g. The signed report (and written disagreement if submitted) shall be sent to the appropriate College Dean of Instruction and Vice President of Academic Affairs who will then forward to the Office of Human Resources and Employee Relations to be included in the associate faculty member's permanent file.
- h. If an associate faculty member with at least four (4) fall and spring terms of service receives a "needs improvement" evaluation, then two (2) regular faculty members of the discipline within the Department shall review the evaluation; the process should be expeditious and occur in the same semester of the evaluation, when feasible. If two (2) regular faculty members find that the "needs improvement" was not warranted, they will write a written report to be included in the final evaluation. If the "needs improvement" is warranted, the discipline/department shall conduct an additional evaluation of the associate faculty member in the next primary term teaching assignment. It is understood that a "needs improvement" evaluation does not in any way guarantee an assignment in the next term.
- i. Terms and processes for reemployment are delineated in Article XI.B.

E. Miscellaneous Matters

- 1. The Vice President of Academic Affairs or their designee in consultation with the disciplines will develop appropriate student surveys to be used during the faculty evaluation for courses using alternative delivery modes.

2. Faculty shall submit syllabi for each course they teach during each term (semester, and intersession). Syllabi may not be used for evaluative purposes outside the established process detailed by the contract. Syllabi will be retained for a period of time and may be used for annual state audit purposes or in the event of a faculty member's illness, death, or absence to ensure the course agreement with the student is maintained. To protect intellectual property rights, syllabi may not be given to other faculty without the written consent of the faculty member.
3. Information obtained by the access control card system or campus surveillance cameras will not be used for evaluative purposes but may be released in accordance with safety and security concerns. Release of any information will be authorized solely by the College President.

Faculty members are responsible for the control cards that they have been issued. Any individuals who have reason to believe that the cards issued to them have been lost or stolen must report this information to the proper campus authority immediately. Failure to report lost or stolen cards may cause faculty members to be liable for any fraudulent use of their cards, dependent upon a proper investigation of said use.

ARTICLE XIV – PERSONNEL FILES

- A. One personnel file for each faculty member shall be maintained in the District Human Resources Office and shall only contain materials necessary for the District's fulfillment of its personnel management responsibilities or related to the faculty member's assigned duties or professional responsibilities.
- B. Any item to be placed in the file must adhere to Education Code § 87031, Labor Code Section 1198.5, and Administrative Procedure 6145 Personnel Files.
- C. The official personnel file of an academic employee shall be maintained at the District's Office of Human Resources and Employee Relations. Said file shall be available for inspection as set forth hereafter and shall be the file upon which any disciplinary action against the employee may be based.
- D. Every academic employee shall have the right to inspect their personnel file upon request, provided that the request is made at a time when there would be minimal interruption of such person's services to the District and when the personnel clerk/administrator responsible for files is available to be in attendance. Personnel files, which may be inspected, shall not include such materials as ratings, reports, or records which were obtained prior to the employment of the person involved or were prepared by identifiable examination committee members or were obtained in connection with a promotional examination.
- E. Information of a derogatory nature, except materials mentioned in Section B of this Article, shall not be entered or filed unless and until the employee is given notice and the opportunity to review and comment thereon. An employee shall have the right to enter, and have permanently attached to any such derogatory statement, their own comments thereon. Such review shall take place during business hours, and the employee shall be released from duty (but not during such employee's teaching hours) for this purpose without any salary reduction. Derogatory information placed in the personnel file shall identify the source(s) of such information or, alternatively, where the source is a current student and where confidentiality of such source is appropriate, the information shall not be placed in the file unless the supervisor placing the material in the file has conducted an appropriate investigation of the circumstances. In such cases, the supervisor shall set forth the nature of the investigation conducted.
- F. Personnel files shall be available for inspection during regular office hours each day the Office of Human Resources and Employee Relations is open for business. At least two (2) days each week the office shall be open during the noon hour.
- G. All material of an evaluative nature subsequent to employment placed in the personnel file shall indicate the date it was prepared or placed in the file and who was responsible for its preparation.

- H. Within thirty (30) calendar days from the date a College/District official, with evaluation responsibility over an employee, is notified of a complaint by a student or member of the public against such employee, the employee shall also be notified of the complaint, or such complaint may not be entered into the personnel file.
- I. Written statements of a positive nature received by the College/District pertaining to the employment performance of a faculty member shall be placed in the faculty member's personnel file upon the faculty member's request.
- J. If subsequent to the entry of derogatory information into the personnel file the College/District determines that the information is inaccurate in some respect, a statement setting forth the correct information shall be permanently attached to the statement containing derogatory information, and the employee shall be provided a copy.
- K. A faculty member may place materials relevant to their assigned duties or professional responsibilities in their personnel file at the District's Human Resources Office.

ARTICLE XV – LEAVES

The benefits that are expressly provided by Article XV are the sole leave benefits which are part of this Collective Bargaining Agreement.

A. Definitions

1. “Paid Leave of Absence” means that an academic employee is entitled to receive wage and fringe benefits to which the employee is normally entitled except as otherwise noted in this Agreement. Full-time faculty members on paid leave will receive credit for annual salary increments provided during leave.
2. “Unpaid Leave of Absence” means that an academic employee shall not receive wages and fringe benefits during the period of leave. Full-time faculty members who begin an unpaid leave during any pay period shall receive fringe benefits provided for in this Agreement for the balance of that pay period. After that pay period, payments for fringe benefits by the District will cease. After such cessation, employees, while on unpaid leave status, shall be allowed to continue such coverage at their own expense, where such is permitted by the terms of the insurance plan, provided they make advance payment of the premium in the manner established by the District. Where an employee is on unpaid leave during a school year for the equivalent of one (1) semester or more, they shall not receive a step increase for such year.

B. Sick Leave (Paid Leave)

1. All full-time faculty members employed on a ten-month basis shall be entitled to ten (10) days of sick leave per college. Sick leave accrual and use shall be calculated and posted to the employee’s record on the basis of one-half (1/2) or full-day increments and not in any other portion, calculated as follows for contract load: if the total full term FTEF for the sections taught on the leave day is 0.505 or higher (rounded to 0.51), a full day of leave is used. If the FTEF is 0.5049 or lower (rounded to 0.50), a half-day of leave is used. For example, if an instructor teaches three, 3-unit sections on Tuesday/Thursday ($0.2+0.2+0.2 = 0.6$) and two, 3-unit sections on Monday/Wednesday ($0.2+0.2 = 0.4$) and the instructor is absent for all three sections on a Tuesday or Thursday, the instructor is charged a full day of leave. If the instructor is absent for two of the three sections ($0.2+0.2 = 0.4$), they are charged a half day of leave. If the instructor is absent for any or all sections on a Monday or Wednesday, they are charged a half day of leave. The District shall publish and maintain written administrative guidance illustrating the application of FTEF-based sick leave calculations to ensure consistent implementation. Sick leave is cumulative indefinitely and shall be transferable, upon request by the employee, between school and community college districts pursuant to the Education Code 87779.
2. On the first day of every fiscal year, each full-time faculty member shall be credited with a sick leave allotment equal to that employee’s sick leave entitlement for the

fiscal year. An employee may use such credited sick leave at any time during the fiscal year, in accordance with the provisions of this Agreement.

3. Full-time faculty whose assignment is less than full-time shall be entitled to sick leave on a basis proportional to that of a full-time employee.
4. Sick leave is allowed for part-time hourly academic employees on an earned, accumulative basis of one (1) hour of sick leave, with pay, for each eighteen (18) hours of teaching. In the event a class is not taught due to a scheduled holiday, the hour or hours normally taught on such day shall count in such computation. Accumulated sick leave is lost if the teacher has a break in service with the District of two (2) years or more. Sick leave earned by associate faculty may not be added to sick leave earned by regular and contract faculty.
5. For full-time faculty the usage of sick leave earned while teaching an overload assignment or teaching during an intersession will be reported in hourly increments, except when a full-time faculty member is using the Intersession Salary Schedule (summer pay) usage of sick leave is reported in half (1/2) day increments. For associate faculty, usage of sick leave will be reported in hourly increments.
6. Accrued sick leave shall be reduced only for time lost wherein the employee would otherwise be required to render service to the District. An employee may use sick leave for disabilities caused or contributed to by pregnancy and recovery therefrom, for absence due to an appointment with a physician or dentist, and when quarantined by the County or City Health Department because of another's illness.
7. When permitted by law, the Vice Chancellor of Human Resources and Employee Relations may require medical certification including when an employee's absence or pattern of absences reasonably indicates the potential applicability of state or federal family or medical leave laws, triggering the District's notice obligations, or where there is a reasonable basis to question the appropriate use of leave. Any such certification shall be limited to information necessary to substantiate the need for leave or the employee's ability to return to work and shall be consistent with applicable state and federal laws. The District may require updated certification for extended or ongoing absences, as permitted by law.
8. When an employee has used all or a portion of the sick leave allowable and subsequently fails to serve the District for the balance of the fiscal year, an appropriate dollar amount shall be deducted from the employee's final salary warrant. The appropriate amount shall equal the employee's daily rate of pay, times the number of sick days used, but not covered by earned sick leave. This section shall not be construed to affect amounts an employee may be entitled to receive under Article XV.C. and XV.D.

C. Extended Illness Leave (Paid Leave)

When a full-time faculty member has been sick for an extended period of time, and accumulated sick leave is not available, or the employee makes the election provided below, the employee shall be paid 50% of the employee's regular salary, whether or not a substitute is employed. Associate faculty members will receive 50% of their salary earned in the semester during which the leave commences. Associate faculty members will not lose their assignment due to taking Extended Illness Leave; assignments will be distributed as outlined in the Reemployment Section of Article XI.B.

This benefit shall apply for up to five (5) calendar months for any illness in any fiscal year. The five (5) months begins for the first illness in any fiscal year on the day of absence following the last day of sick leave earned during that year, except that if the employee has more than twenty (20) days of earned sick leave accumulated, the five (5) month period shall not begin until the twenty-first day of absence. An employee with more than twenty (20) days of accumulated sick leave may elect as of the twenty-first day of absence or thereafter to receive this extended illness benefit and not to use up their remaining accumulated sick leave account while receiving this benefit. Any such election must be in writing. If the election is made after the twentieth day, the period of this extended illness leave benefit shall be reduced by the same number of days as there are between the twentieth day and the day written election is received. Any election to receive Extended Illness Leave in lieu of using accumulated sick leave must be submitted in writing and shall be prospective from the date received. Elections may not be applied retroactively.

D. Industrial Illness and Accident Leave (Paid Leave)

Employees covered by this Agreement who are absent from duty because of industrial illness or injury qualifying for worker's compensation and who have been continually employed by the District for at least one (1) year may be granted up to sixty (60) working days of Industrial Illness and Accident Leave. Such leave shall not be accumulative from year-to-year.

1. An employee shall be deemed to have recovered from an industrial illness or accident and thereby able to return to work at such time as the employee's physician verifies that there has been such a recovery. The District, at its own expense, may require the opinion of another physician.
2. When an employee is absent from duties because of industrial illness or accident, the employee shall be paid such portion of the salary due such employee for any month in which the absence occurs as when added to the employee's temporary disability indemnity will result in a payment to the employee of not more than such employee's full salary.
3. The employee shall endorse to the District the temporary disability indemnity checks received because of industrial illness or accident.

The District, in turn, shall issue the employee appropriate salary warrants for payment of the employee's salary and shall deduct normal retirement and other authorized contributions.

4. Any employee receiving benefits under this section shall, during the period of illness or injury, remain in the State of California unless travel is medically necessary or otherwise approved by the District.
5. Reporting industrial illnesses and accidents shall be the responsibility of the employee so afflicted. Such report shall be made to the District Office of Human Resources within twenty-four (24) hours of the time of the accident or the start of the illness, unless exceptional circumstances preclude such notification.
6. Upon termination of the sixty (60) days of leave authorized by this section and if the absence continues, the employee may use that portion of accumulated sick leave to maintain income equal to the regular salary paid by the District. However, an employee may not receive income in an amount which exceeds that employee's regular salary.

E. Bereavement Leave (Paid Leave)

1. A full-time faculty member shall be eligible for a temporary leave of absence for the death of any member of their immediate family, without loss of salary. This leave will not exceed three (3) scheduled workdays. In the event of the death of an employee's parent, spouse, or child, said leave shall be up to five (5) scheduled workdays. If out-of-state travel or travel of more than three hundred (300) miles one way is required, two (2) additional days will be authorized. The additional days must be requested prior to or during the authorized bereavement leave.
2. Days of leave, whether paid or unpaid, beyond those described above may be provided under the terms of Personal Necessity Leave as defined in this article. Additional days of leave for bereavement purposes may be granted by the District. Days used shall be taken consecutively unless prior written authorization is obtained from the District.
3. "Immediate Family" for the purposes of this Agreement, means those relatives or step-relatives bearing the following relationships to the employee or the employee's spouse: son, daughter, spouse, mother, father, sister, brother, grandchild, guardian, foster child, foster parent, grandparent, father-in-law, mother-in-law, daughter-in-law, son-in-law, stepchild, uncle, aunt, niece, nephew, or any other person living in the employee's household.

Other relatives or individuals with significant familial or caregiving relationship to the employee or the employee's spouse may be considered immediate family for the

purposes of bereavement leave, where the employee provides a reasonable, good-faith explanation of a close familial relationship comparable to those listed above. Such determinations shall be at the discretion of the District and applied in a non-arbitrary and non-discriminatory manner.

4. To receive bereavement benefits, an employee must notify their Department Chair prior to the start of the next scheduled workday. If such notification is not feasible, then notification must be made as soon as possible. Upon an employee's return from bereavement leave, the District may require necessary proof that they met eligibility requirements for bereavement leave.
5. An associate faculty member shall be eligible for a temporary leave of absence for death of any member of their immediate family, without loss of pay. The leave under this section shall not exceed three (3) scheduled workdays' absence, or five (5) scheduled workdays if out-of-state travel is necessary.

F. Personal Necessity Leave (Paid Leave)

Personal necessity leave accrual and use shall be calculated and posted to the employee's record on the basis of one-half (1/2) or full-day increments, and not in any other portion, calculated as follows for contract load: If the total full term FTEF for the sections taught on the leave day is 0.505 or higher (rounded to 0.51), a full day of leave is used. If the FTEF is 0.5049 or lower (rounded to 0.50), a half-day of leave is used. See Article XV.B.1. for an example.

1. An employee may use sick leave in case of personal necessity. Personal necessity leave is to be used for personal matters that cannot be managed outside of work hours. Personal necessity leave is a limited use of a portion of accrued sick leave and does not create a separate leave entitlement.
2. For full-time faculty the total number of days used shall not exceed seven (7) for one academic year. For associate faculty the number is up to a maximum of seven (7) hours per term, including summer and winter intersession, not to exceed accrued sick leave.
3. Personal necessity does not require a stated reason.
4. The following limits and conditions are placed upon the use of sick leave for personal necessity:
 - a. The days allowed shall be deducted from the number of sick leave days per academic year (10 days).
 - b. Personal necessity shall not be granted to employees during leave of absence.
 - c. Under no circumstances shall personal necessity leave be available for:

- personal convenience
- seeking other employment
- matters that can be taken care of outside of work hours
- recreational activities or vacation.

This list is illustrative and not exhaustive and shall be interpreted consistent with applicable law.

G. Military Leave

Full-time faculty, including faculty teaching overload assignments, and associate faculty whose District service and recent military service total one (1) full year may be granted a temporary leave for the period of ordered duty providing it does not exceed 180 calendar days (including time involved in going to and from such duty) in one (1) fiscal year.

Eligible faculty members, when temporarily called to active duty or for the purpose of attending training exercises, shall be entitled to be paid their regular salary for the first thirty (30) calendar days of absence for the workdays they are absent from the District. The duty must occur during a paid status month of the employee's work year.

Eligibility for paid military leave shall be determined based on employee's assignment status at the time military orders are issued.

To qualify for the benefits provided, the unit member must forward a written request for leave, accompanied by a copy of the field order, to the appropriate college administrator prior to reporting for training or duty unless ordered to report immediately. Full-time faculty members working on overload assignments are eligible for the paid leave benefit if their eligible request for assignment was submitted prior to the date of the field order. Associate faculty must have received an assignment to be eligible for the paid benefit.

A full-time faculty member meeting the requirements prescribed by law may also request and be granted an unpaid military leave under Education Code §87700.

For information on health benefits and sick leave during military leave, as well as information on reinstatement upon return from military leave, please refer to Administrative Procedure 6346, Employees Called to Military Duty.

H. Jury Duty (Paid Leave)

1. Full-time faculty members called to jury duty shall be granted up to thirty (30) days of paid leave of absence when required hours of jury service conflict with required hours of service in the District. The District may grant additional jury duty leave days beyond the thirty (30) provided above. Notice of call to jury duty shall be reported to the Office of Human Resources. Juror's fees, exclusive of mileage allowance,

received by the faculty member shall be deposited in the Business Office to the credit of the District.

2. Associate faculty members called to jury duty shall be granted jury duty leave without loss of pay, provided that payment for jury duty leave shall not extend beyond the end of the semester or term in which the leave commences or the end of an associate faculty member's assignment during the term, whichever occurs first.

I. Court Appearance Leave (Paid/Unpaid)

1. Upon request, employees will be granted unpaid leave or personal necessity leave (up to the maximum allowed) at the employee's discretion, to appear as a party in court in actions in which the District is not involved or as a witness in a court action pursuant to subpoena. Such request shall be submitted at least three (3) days in advance of said appearance when receipt of court notice so permits.
2. Employees who appear as litigants/complainants against the District in any court action will be granted an Unpaid Leave of Absence, as defined in this article.
3. Employees appearing in court on behalf of and/or at the request of the District shall be granted paid leave for whatever time such appearances in court cause the employees to be absent from work.

J. Legislative Leave (Unpaid)

1. A tenured employee who is elected to the State Legislature or Congress shall be granted, upon request, an unpaid leave of absence for the length of the term or terms in office.
2. Employees on such leave shall notify the District of intended return at least six (6) weeks prior to the expiration date of the leave.

K. Health Leave (Unpaid)

1. The District may grant an employee a leave of absence without pay for reasons of health. Such leave will be for a period neither less than one (1) semester nor more than one (1) year. A Statement of Need by a physician is required with the application. The District may obtain, at District expense, the opinion of a physician chosen by the District. Probationary or tenure status of an employee requesting health leave will not be affected if such leave is granted. Any medical review obtained by the District shall be limited to determining the employee's ability to perform essential job functions and shall not exceed what is permitted by law.
2. The employee shall notify the District of the employee's intended return date at least two (2) weeks in advance of the expiration date of the leave.

3. The request to return from a health leave shall be accompanied by a statement from the employee's physician, indicating that the employee can return to full-time employment without detriment to the employee's health. The District may request, at District expense, the opinion of a physician chosen by the District.
4. Employees on health leave may accept a position in another district only upon prior approval by the District.

L. Pregnancy Disability Leave (Unpaid)

The District shall provide for leave of absence from duty for any full-time faculty member of the District who is required to be absent from duties because of pregnancy, miscarriage, or childbirth, and recovery therefrom. The length of the leave of absence, including the date on which the leave shall commence and the date on which the employee shall resume duties, shall be determined by the employee's physician and be subject to the District's approval based upon an evaluation of a physician retained by it. Any medical review obtained by the District shall be limited to determining the employee's ability to perform essential job functions and shall not exceed what is permitted by law.

Disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom are, for all job-related purposes, temporary disabilities and shall be treated as such under any health or temporary disability insurance or sick leave plan available in connection with employment by the District.

M. Family Medical Leave (Unpaid)

Subject to the provisions of the Family Medical Leave Act.

N. Birth or Adoption of a Child (Unpaid)

In accordance with Education Code §87784.5 a full-time or associate faculty member may take up to 30 days of accumulated sick leave per school year, less any time taken for personal necessity, to care for a new child. The leave shall be within the first year of an infant's birth or within the first year of legally adopting a child.

O. Parental/Child Bonding Leave

Parental/Child Bonding Leave shall run concurrently with applicable state and federal family and medical leave entitlements, including California Family Rights Act (CFRA) and Family Medical Leave Act (FMLA) where required by law.

In accordance with Education Code §87780.1, a unit member may use their sick leave for purposes of parental/child bonding leave for a period of up to 12 workweeks. This leave

is for reason of the birth of a child of the unit member, or the placement of a child with a unit member in connection with the adoption or foster care of the child by the unit member.

When a unit member has exhausted all available sick leave and continues to be absent from their duties on account of such parental leave, the unit member is paid 50% of their salary, whether or not a substitute is employed, for the remaining portion of the 12-workweek period. Such salary rate will be set using the unit member's current salary.

Parental/Child Bonding leave must be taken within 12 months of the date of birth/placement of the child. The 12 work weeks do not have to be taken consecutively. The 12 weeks are workweeks, so if a unit member is scheduled to work four days a week, they are entitled to 12 four-day weeks off. This leave is proportional, based on a unit member's most-recent workload at the most-current pay rate in effect.

To be eligible, unit members must have been employed by the district for a period of 12 months prior to taking the leave, which does not include summer/winter intersession. As academic employees, the requirement of working at least 12 months is satisfied by completing two consecutive semesters.

Unit members are only entitled to one 12-workweek period of Parental/Child Bonding leave in any 12-month period. If both parents are employees of the District, both shall be entitled to take this leave.

P. Catastrophic Leave Program

The District has established a Catastrophic Leave Bank for full-time and associate faculty in accordance with Board Policy and applicable state law.

Q. Sabbatical Leave

Sabbatical Leave, a leave of absence granted by the District not to exceed one (1) academic year to provide the opportunity to prepare for improved services to the District. Sabbatical leave is part of the total professional growth program and should consist of study and/or research or return to industry or business for the purpose of improvement of the individual's contribution to the District.

1. Eligibility

- a. Status - Employee must have a status as a regular faculty member.
- b. Service - Employee must have rendered service in the District in a position or positions requiring certification qualifications for at least seven (7) consecutive years immediately preceding the beginning of the leave. Upon the completion of a sabbatical leave, at least six (6) years of additional service shall precede a

subsequent sabbatical leave. Absence from service on a sabbatical leave granted by the Board of Trustees shall not be counted as a break in service. Upon the completion of a one (1) semester leave at least five (5) years of additional service shall precede a subsequent sabbatical leave.

2. A sabbatical leave will fulfill one (1) or a combination of the following purposes:
 - a. Coursework and instructional programs – (see Administrative Procedure 6160a for definition)
 - b. Professional publications – (see Administrative Procedure 6160a for definition)
 - c. Independent study – (see Administrative Procedure 6160a for definition)
 - d. Return to industry – (see Administrative Procedure 6160a for definition)
3. Requirements and Procedures
 - a. Criteria to be used in the granting of sabbatical leaves are delineated in Administrative Procedure 6160a and 6340a.
 - b. The President's recommendation for approval of sabbatical leave to the Board of Trustees via the Chancellor will be contingent upon the availability of qualified personnel to assume the applicant's duties.
 - c. Applications for sabbatical leave must be filed with the Professional Growth and Sabbatical Leave Committee through the Office of the Vice President of Academic Affairs, for their recommendation to the President. The President shall give notice to the applicant whether the request is granted or rejected. In case of rejection, the specific reason(s) shall be provided, in writing, to the applicant upon request.
 - d. The application must be accompanied by a Certificate of Health signed by a physician, indicating that the applicant is in satisfactory physical condition to undertake the study or research proposed.
 - e. A sabbatical leave once granted may not be terminated before the date of expiration, except as otherwise provided herein or as otherwise agreed upon by the District.
 - f. A faculty member on sabbatical leave is ineligible for overload assignments during the period of the leave.
4. Compensation for Sabbatical Leave

- a. Salary Status - Absence on sabbatical leave shall count as a regular period of service and shall not interrupt the employee's progress on the salary schedule.
- b. Rate of Compensation - The regular faculty member who has been granted sabbatical leave and who has complied with the provisions under which such leave was granted will receive 70% of their regular faculty salary placement for a full academic year's leave, or their full faculty salary for a semester's leave. Academic employees on such leaves may be granted leave for the academic year at full faculty salary, provided they perform 30% of their duties during the year.

If it is determined by the Board that granting a sabbatical leave at 100% pay is in the best interest of the District, consistent with applicable law, such leave may be approved for reasons, including but not limited to pursuing study for a terminal degree or training in a field other than the one of hire to continue service to the District.

- c. All outside employment during sabbatical leave must be consistent with the approved sabbatical plan and shall not interfere with the purposes of the leave.

A regular faculty member on sabbatical leave may work outside the District if that employment will enhance the employee's contribution to the District. A regular faculty member on sabbatical may be employed as a summer session or extended day staff member in accordance with regular Board policy; however, the employee shall not engage in any other paid employment related to the sabbatical during the term of the sabbatical leave. The foregoing shall not preclude a research grant or a return to industry or business which is part of an approved sabbatical leave. A faculty member on a 70% leave may accept, with the Professional Growth and Sabbatical Leave Committee's approval, another position which does not constitute more than one-third of their average load over the last three (3) years. A faculty member on a 100% leave may only earn salary which directly offsets verifiable expenses of the sabbatical. The District may request copies of the employee's W2 statements at the end of the sabbatical period.

- d. Any educational or research grant such as might be provided through government or foundation sources, which when added to the sabbatical compensation paid by the District exceeds 100% of the normal salary, shall cause the reduction of the District payment so that the combined grant and the District payment will not be more than 100% of contract salary.
- e. Compensation for Return to Industry Leave - Financial remuneration from the business or industry sponsoring a Return to Industry Leave may be accepted by the faculty member instead of the District salary if it is greater. If the District salary is greater than that offered by the business or industry, the actual amount of the sponsoring agency's salary will be paid to the District to offset the District salary payment to the faculty member. IRS forms will be provided to the District to verify salary payments by the sponsoring agency.

- f. Method of Compensation - The salary for sabbatical leave shall be received in the same manner as if the employee were teaching in the District. The employee and the District shall share equally in the cost of providing a suitable bond indemnifying the District against loss in the event that the employee fails to render at least two (2) academic years' service in the Riverside Community College District immediately following such leave.

Method of Compensation/Bond:

- 1) The Deputy Chancellor & Provost will issue notices of approval and bond information to sabbatical leave applicants. Bonds for a full semester or academic year must be received by August 30. Bonds for Spring semester sabbaticals must be received by January 30.
 - 2) No later than sixty (60) calendar days before the beginning date of the sabbatical leave, the employee will provide the Deputy Chancellor & Provost with a bond (including receipt for cost of the bond) guaranteeing that they will return to the District to render a period of service which is equal to twice the period of the leave. Failure to return and complete the required service obligation shall result in repayment as specified in the bond agreement, subject to applicable law.
 - 3) The Deputy Chancellor & Provost will forward the receipt for bond to the Vice Chancellor of Business and Financial Services.
- g. Accident or Illness - Interruption of the program of study or research caused by serious accident or illness during a sabbatical leave shall not affect the amount of compensation to be paid the employee under the terms of the sabbatical leave. However, the President must be notified by registered mail within ten (10) days after the occurrence of the accident or illness, and a doctor's statement verifying the accident or illness must be submitted.

5. Retirement

Sabbatical leave shall count toward retirement, and the retirement and annuity contributions of the employee shall be collected.

6. Status Upon Returning From Sabbatical Leave

- a. At the expiration of a sabbatical leave, the faculty member who has been granted such leave shall be reinstated, unless otherwise agreed, in the position held at the time the leave was granted.

- b. Notwithstanding any other provision of this Agreement, the faculty member shall remain in the service of the District for a minimum of two (2) academic years following completion of the sabbatical leave.

7. Reports on Sabbatical Leave

- a. Interim reports may be required by the President.
- b. Each employee returning from sabbatical leave shall file a final written report with the President not later than one (1) month after the day on which the employee resumes active service. A final report shall include, but not be limited to, the name of the institutions attended, courses pursued, credits received, or experience gained, together with the employee's appraisal of the professional value of the activities while on leave and the manner in which the knowledge and experience gained may be applied to the benefit of the Riverside Community College District.

R. Professional Improvement Leave

- 1. The College/District may grant a short-term leave of absence, with or without pay, for purposes of conference attendance or for other purposes which provide a benefit to the College/District.
- 2. If the College/District proposes to eliminate an instructional program/ area, tenured faculty may apply for a paid leave to retrain in another and/or related instructional area. An instructional plan shall be developed jointly by the tenured faculty member, the Professional Growth and Sabbatical Leave Committee, and an Equivalency Committee appropriate for the area. If it is determined by the Board that granting such leave is in the best interest of the College/District, based on programmatic needs and consistent with applicable law, a leave of up to one (1) year and up to 100% pay may be granted so the tenured faculty member can continue service to the District.

S. Substitutes

A College President may request, but shall not require, a faculty member to substitute for another faculty member who takes leave pursuant to this Article.

T. Other Leaves

- 1. The College/District may grant leaves for reasons not otherwise set forth in this Article.
- 2. If it is determined by the Board that granting such leave is in the best interest of the College/District, based on operational needs, availability of resources, and consistent with applicable law, a leave of up to one (1) year and up to 100% pay may be granted

to a regular faculty member for reasons including, but not limited to, pursuing study for a terminal degree or training in a field other than one of hire.

3. When a faculty member returns from an extended leave, the appropriate College Dean of Instruction in consultation with the Department Chair will determine the effect the return to the classroom will have on the educational progress of students. If it is determined that a return to the classroom is not in the best interest of students, then the employee, Department Chair, and College Dean of Instruction shall mutually agree upon an appropriate non-teaching assignment for the remainder of the semester. The assignment will be designed to require not less than thirty (30) hours per week of on-campus activity, including those hours required for the employee to fulfill other duties as described in Article X.J.

Assigned activities shall be reasonably related to the faculty member's qualifications and District needs and may include on-campus or approved remote work where applicable. Assigned activities may include, but not limited to, curriculum review and development, program planning, materials preparation, classroom research, and other such activities singly or in combination thereof. Returning employees may be assigned suitable activities in appropriate administrative offices relating to academic affairs, student services, planning and development, and administrative services.

ARTICLE XVI – SAFETY CONDITIONS OF EMPLOYMENT

The District shall collegially consult with the Association in the development, implementation, review, and decision-making of district safety policies, board policies and administrative procedures, emergency operations procedures, and workplace violence prevention programs that impact unit members.

A. District Safety Committees

1. The District shall maintain a Safety Committee. The Association shall have the right to appoint at least four representatives from the bargaining unit to this committee, one from each college and the Association President or designee. The Association shall have the right to appoint representatives to such college-level safety bodies.
2. The Association President or designee shall be alerted of emergencies as they occur.

B. Maintaining a Safe Work Environment

1. The District shall provide a work place which is safe for its employees in compliance with the law. In addition to compliance with such laws, the District shall also base safety provisions in federal, state, county, and city guidelines and mandates.
2. The District shall maintain an open administrative office during all times when classes are in session at all colleges to address safety and all public health concerns. The purpose of this office will be to deal with emergencies from the staff, public, and students for which other resources are not available.
3. The District shall investigate promptly and take reasonable action to resolve all reported allegations of unsafe work environments.
4. The District will immediately notify those affected when there are potential physical dangers. The District will provide for fast and reliable emergency response systems.
5. The District shall take prompt corrective action to eradicate all known cases of toxins and hazards to the extent mandated by law.
6. The District is responsible for reporting to all county and state officials our adherence to health mandates and that all faculty members must strictly follow these guidelines to work on campus.
7. In consideration of the health and safety of all District constituent groups, faculty must observe all District health directives while conducting District business on site. Those refusing to observe such public health directives designed to safeguard all district constituents may be subject to disciplinary action. Faculty who cannot observe such directives for legitimate reasons under state or federal law may request an

interactive process through Human Resources and Employee Relations to determine reasonable accommodations.

8. The District shall maintain clearly documented safety incident response processes. Such processes shall be published, readily accessible to unit members, and communicated through safety-related training and materials.
9. The District shall implement and review workplace violence prevention programs as required by applicable law and district safety-related policies.
10. The District shall provide the following to ensure a safe work environment:
 - a. appropriate safety guidelines for faculty members who handle hazardous materials in the course of their normal job duties;
 - b. appropriate supplies and equipment needed by faculty to implement safe working conditions as required by laws and regulations, including all personal protective wear needed by faculty in the course of their normal job duties;
 - c. timely notice and training regarding safety or public health directives impacting bargaining unit members; and
 - d. access to Cal/OSHA training for unit members as appropriate to their assigned duties.

C. Physical Safety Incidents and Threats

1. If in the judgment of the unit member, an incident occurs in the classroom or laboratory that poses an immediate, serious threat to the physical health or safety of the unit member, students or staff, the unit member may cancel the class session.
2. In the event that a unit member cancels class pursuant to this section, the unit member shall report the emergency to the appropriate administrator immediately. A written report shall be filed with the appropriate office in a timely manner.
3. In accordance with the Education Code, a unit member may remove a student from their class for the day of the incident causing the removal, and the next class meeting, for conduct that disrupts the instructional environment or otherwise violates the RCCD Student Code of Conduct. The unit member shall immediately report all such removals to campus police and report the incident to the appropriate Dean without delay.
4. Should a unit member be attacked, assaulted, menaced or abused by any person in the course of employment, after reporting the incident to campus police, they shall report the incident to the College President or their designee who shall act promptly to complete appropriate processes.

5. Upon notification of any safety related incident involving a unit member, the District shall take appropriate steps to assess risk and implement reasonable safety measures. The District shall provide prompt and regular updates to the affected faculty member as relevant information becomes available. Unit members may request additional information that impacts their safety and well-being as they see fit. The District shall not retaliate against the unit member for reporting any unsafe/unhealthful working condition.
6. Administration shall alert faculty of threats of physical harm made against them by any individual, parent, or student as soon as possible. RCCD Safety and Police shall work with the unit member to provide suitable safety measures that immediately address said threat. The District shall provide updates to the affected unit member as relevant information becomes available.
7. The District shall maintain clearly documented processes for reporting and responding to disruptive, threatening, or concerning student behavior, including identification of responsible offices and reporting processes consistent with applicable law. The District shall provide updates to the affected unit member as relevant information becomes available.

ARTICLE XVII – REDUCED TEACHING SERVICE PROGRAM

In accordance with Education Code provisions, the District herewith establishes a Reduced Teaching Service Program, and the same shall be implemented by regulations set forth in the following sections:

- A. An academic employee must be 55 years of age or older to participate in the Reduction of Workload Program.
- B. The employee must have been employed full time in a position requiring State of California minimum qualifications for at least ten (10) years, of which the immediately preceding five (5) years were full-time employment.
- C. An academic employee of the District may apply for reduced employment in one-year segments for a maximum of five (5) years from date of first year of reduced employment. One-year contracts for reduced employment are renewable on a yearly basis, subject to the approval of the employee and the District.
- D. The option of reduced employment is initiated at the request of the employee. The contract for any given year can be revoked only with the mutual consent of the District and the employee.
- E. The employee shall be paid a salary that is the pro rata share of the salary such employee would be earning had they not elected to exercise the option of reduced employment. The employee shall retain all other rights and benefits for which they make the payments that would be required if they remained in full-time employment.
- F. An employee participating in this program shall receive the credit under the State Teachers' Retirement System (STRS) and the Public Employee's Retirement System (PERS) the employee would receive if employed on a full-time basis with a retirement allowance, as well as any other benefits to which the employee is entitled under the applicable laws and regulations of the State of California, based upon the salary that the employee would have received if employed on a full-time basis, and both said employee and the District shall contribute to the Teachers Retirement Fund the amount required by STRS regulations.
- G. The employee shall receive health benefits as provided in California Government Code § 53201 in the same manner as a full-time employee. The employee is eligible for the District's fringe benefits in the same manner as other academic bargaining unit employees serving full time. The employee must initiate coverage under the same rules and regulations as apply to the certificated bargaining unit employees.
- H. The minimum reduced employment shall be at least the equivalent of one-half of the annual full-time equivalent load (as defined in Article X.D.) required by the employee's

contract of employment during their last previous full-time year of service (subject to STRS regulations).

I. A general outline of the procedure for application follows:

1. A Reduced Teaching Program Proposal is submitted to the Vice President of Academic Affairs (generally by February 28) but no fewer than 120 calendar days prior to the beginning of the school year in which the requested reduction will take place. (Final date of submission is May 1.)
2. The Vice President of Academic Affairs, under normal conditions, will respond to applications within thirty (30) calendar days.
3. Upon approval, a contract will be drawn, specifying terms and conditions of employment for the reduced employment year.
4. A reduced employment application may be withdrawn prior to completion of the contract document.
5. As the reduced teaching contract year is being completed, the employee will again indicate their plan for the following year, using the dates in item 1 of this section.

J. Applications are available in the office of the Vice Chancellor, Human Resources and Employee Relations.

ARTICLE XVIII – TRANSFERS

- A. Each full-time faculty member will have an assignment at a specific college location(s) or site(s) and location(s) or site(s) in a department. A transfer involves a change in a full-time faculty member's full-time college location(s) or site(s) assignment. A faculty request for a job change into a vacant position at the faculty member's college location or site that involves a material change in job duties will occur through an intra-college assignment process handled at the same time and in the same manner as a transfer. Transfers and intra-college assignment opportunities shall be opened concurrently for qualified district faculty. No full-time faculty member will be required to teach part of their full-time teaching load at more than one college location(s) or site(s) to transfer involuntarily from one campus to another, except as provided in Article X.G. This provision does not apply to overload assignments.
- B. Job Posting and Transfer Rights: If a position becomes available at any college location(s) or site(s), the District will announce the position internally for five (5) business days before it initiates an outside search. A qualified full-time faculty member in good standing, as defined in Article I, (one meeting the minimum qualifications of the position) shall be granted the transfer using the following process:
1. Such qualified full-time faculty members may request a transfer by submitting a District Transfer Request form and a letter of interest to Human Resources and Employee Relations.
 2. District Transfer Requests are forwarded by Human Resources and Employee Relations to the Deputy Chancellor & Provost or designee to facilitate communications with both colleges affected including the department chairs, area deans, area vice presidents, and presidents.
 3. Department chairs, in accordance with prevailing departmental operations, will notify the department of the transfer request and will initiate the appropriate process. Departments receiving the request for transfer may interview the faculty member requesting the transfer.
 4. Departments receiving the transfer request shall submit to their appropriate area dean and vice president a written rationale recommending denial or approval of the transfer.
 5. The area Vice President of the College shall send their recommendation of denial or approval within five (5) business days to the College President.
 6. The College President shall approve or deny the requested transfer within five (5) business days to the Deputy Chancellor & Provost.

7. The Deputy Chancellor & Provost will send within five (5) business days the determination to the faculty member and the affected departments.

Reasonable effort shall be made to expedite this process. If more than one (1) faculty member wishes to transfer to an available position at another college location(s) or site(s), the receiving department shall evaluate the materials provided by each faculty member requesting a transfer.

Transfers shall neither be approved nor denied for reasons of a personal nature. Depending on the needs of the sending and receiving college location(s) or site(s), the College Presidents may grant the transfer if it does not have a significant impact on the integrity of the colleges' instructional programs. Any full-time faculty member denied a transfer opportunity may appeal the decision to the Deputy Chancellor & Provost, who will provide the faculty member with their decision in writing within five (5) business days. In the event the department's recommendation is rejected, it may appeal the decision to the Deputy Chancellor & Provost who will provide the final decision in writing within five (5) business days.

- C. Notification of Transfer: The decisions of the receiving departments will be communicated in writing to the faculty requesting a transfer and to the deans of instruction or program administrators at the affected college locations or sites.
- D. Program Transfers: If an instructional program is moved from one college location or site to another college location or site, the faculty in that program must transfer to the new college location or site.
- E. Other Transfer Requests: In exceptional circumstances, full-time faculty members may request a transfer to a different college location or site in writing to the President, even if no positions are available, who will consult with the Association, Deputy Chancellor & Provost, and Vice Chancellor of Human Resources and Employee Relations. The request should state the compelling reasons for the transfer. If such a transfer is denied, the College President will provide the faculty member with their decision in writing.

ARTICLE XIX – CONTRACTUAL AND NON-CONTRACTUAL GRIEVANCE PROCEDURE

The parties acknowledge a shared commitment to the fair and timely resolution of grievances and agree to communicate and consult in good faith throughout the grievance process, with a mutual interest in resolving issues at the lowest possible level.

The parties will attempt to resolve grievances on their merits. The grievance may be clarified as it proceeds. Grievances may be amended by mutual agreement.

A. Contractual Grievance Procedure

1. The purpose of this grievance procedure is to provide a means by which certain disputes alleging a violation of the terms of this agreement may be resolved in an equitable and efficient manner. A grievance is a claim by a unit member that an express, clear, and unambiguous term of this Agreement has been violated by the District, and that because of such violation the unit member's rights under this Agreement have been adversely affected. A grievance shall not include any claims or requests to challenge, change, amend, or add to existing policy, rules or regulations, or to adopt or negotiate new policies, rules, or regulations. A grievance also shall not include any District unit member or unit member – unit member relations matters for which a different method of review is specifically provided by law.
2. Should a grievance arise, it shall be handled in the following manner:
 - a. A faculty grievance must be submitted in writing to the administrator directly involved with the matter within fifteen (15) working days after the date of the act or omission giving rise to the grievance, or within fifteen (15) working days after the date on which the grievant should have known of the act or omission giving rise to the grievance. During summer and winter sessions, the grievance must be submitted within fifteen (15) working days of the subsequent primary term unless an exception is mutually agreed upon by the Association and administration.
 - b. Any written grievance shall be signed by the grievant and shall state the grounds for the grievance, the date of occurrence, the identity of the faculty who claim to be aggrieved, the specific sections and terms of this Agreement allegedly violated, and the remedy sought. A grievance may include more than one (1) faculty, provided that the issue is identical for each and that all faculty affected thereby sign the grievance form.
 - c. The administrator shall answer the grievance in writing within fifteen (15) working days after receipt except where the administrator notifies the Association in writing of a need for a mutually agreed upon extension.

- d. In the event the grievant is not satisfied with the outcome the grievant may appeal the decision in writing to the next level administrator, within ten (10) working days after receipt of the previous administrator's decision. The next level administrator will communicate a decision in writing within ten (10) working days of receipt except where the administrator notifies the Association in writing of a need for a mutually agreed upon extension. The appeal process may continue to each successive administrator through to the Chancellor.
 - e. In the event the grievant is not satisfied with the outcome the grievant may appeal the decision in writing to the Chancellor, or designee, within ten (10) working days after receipt of such decision. The Chancellor, or designee, shall answer the grievance in writing within ten (10) working days after receipt except where the Chancellor notifies the Association in writing of a need for a mutually agreed upon extension.
 - f. All allegations of discrimination, harassment, retaliation, workplace violence, whistle-blower complaints, and other workplace misconduct are under the purview of Human Resources and Employee Relations. Faculty members who engage in personal investigations may be subject to disciplinary action.
 - g. Any faculty member who solicits student involvement in an investigation, other than as good faith witnesses in an official investigation or grievance, may be subject to disciplinary action.
- 3. Any grievance not processed by an employee in accordance with the time limits set forth herein shall be considered settled on the basis of the decision last made by the District. If at any step the District fails to respond within the time limits specified above, the grievant may proceed to the next step.
 - 4. A grievant shall be entitled, upon request, to representation by the Association at any grievance meetings. Where the Association has not been requested to represent the grievant and the District is prepared to agree to a resolution of the grievance, the District shall not make any final resolution until the Association has received a copy of the grievance and the proposed resolution and has been given an opportunity to file a response.
 - 5. A reasonable amount of release time will be granted to one (1) Association representative to process any grievances. Such release time shall not take place during teaching hours or office hours except where the District and the Association mutually agree in advance that release time during such hours is necessary.
 - 6. After a grievance has been submitted in writing by a faculty member, the Association has the authority to process, abandon, or settle grievances on behalf of all faculty members.

7. Binding Arbitration

- a. Grievances which are not concluded pursuant to the procedures set forth in Section B and which the Association desires to appeal, shall be submitted to binding arbitration as set forth in this section, provided that written notice is given to the District by the Association within five (5) working days after the answer of the Chancellor, or designee, is rendered.
- b. Upon receipt of the Association appeal, the parties shall endeavor to agree upon an arbitrator. If no agreement is reached within the ten (10) working days, they shall request the California State Conciliation Service to supply a panel of seven (7) names of arbitrators. Each party shall alternately strike a name until only one (1) name remains who shall be the arbitrator. The party who strikes the first name shall be determined by lot.
- c. The fees of the arbitrator shall be shared equally by the parties. Either party may order a transcript. The cost of such transcript shall be shared equally if both parties have the use of the transcript, but if only one (1) party has the use of the transcript, the non-using party shall not bear any expense pertaining to the transcript. Where both parties wish to have a transcript the parties agree to cooperate in the selection of a qualified reporter. Each party shall bear the expense of the presentation of its own case except that release time shall be granted to one (1) Association representative, the grievant, and any necessary Association witness who is an employee of the District to attend the arbitration.
- d. The arbitrator shall have no power to alter, amend, change, modify, add to, or subtract from any of the terms of the Agreement, and shall have no jurisdiction to hear any grievance which is excluded from the grievance-arbitration procedure by the terms of this Agreement, or which is not filed or appealed within the time limits of this article. The decision of the arbitrator shall be based solely upon the evidence presented to them by the respective parties in the presence of each other. No decision shall be retroactive beyond the beginning of the ten (10) day period specified in Section A.7.a. of this Article, and the arbitrator shall have no authority to hear and issue a decision upon more than one (1) grievance at a time, unless the District and the Association expressly agree otherwise. The arbitrator shall render their decision within thirty (30) calendar days after the close of hearing or, where either party desires to submit a brief, within thirty (30) calendar days of such submission. The decision of the arbitrator shall be final and binding on both parties.

B. Non-Contractual Grievance Procedure

1. Grievances regarding grades shall follow the procedures and expectations outlined in the current, relevant Student Handbook and Board Policy. Grievances regarding allegations of harassment, discrimination or other unlawful behavior shall follow the

- relevant Board policy and any applicable statute or regulation (hereinafter “statute”).
2. The District shall notify the Association President, or any designee, of any investigations of faculty at the faculty member’s discretion who is the subject of the investigation.
 3. Informal consultations shall take place prior to the formal grievance process. The District and/or the College administration shall make its best effort to resolve potential grievances without utilizing the formal grievance process.
 4. Once a complaint goes to the formal hearing stage, if it is withdrawn, such withdrawal is a concession that the complaint had no merit.
 5. District employees who, by training, are competent to carry out these procedures shall conduct grievance processes and investigations. Under special circumstances, the District may utilize an outside party to oversee or conduct grievance processes and investigations at the Chancellor’s discretion. All investigation firms hired by the District to conduct faculty investigations shall be mutually agreed upon by the District and the Association.
 6. Faculty members shall be notified by the District of their right to representation in all investigatory meetings and interviews when the faculty member reasonably believes that disciplinary action might result from the meeting or interview and hearings per their Weingarten rights. The faculty member shall also be advised of their right to representation for any scheduled hearing. The District will provide a written notice of complaint to the accused faculty member including the following: the basis of the alleged misconduct, the timeframe within which the alleged misconduct occurred, and the name of the complaining party(ies).
 7. Any faculty member identified as a complainant, respondent, or witness shall be given the list of all questions to be asked at hearings and interviews at least 48 hours in advance, excluding weekends and holidays, unless the faculty member being interviewed requests in writing to waive this provision. The assigned investigator may ask reasonable follow-up questions.
 8. Any faculty member involved in a grievance or investigation may recommend any witness they believe will assist in resolving the issue in question. The District will make its best effort to interview witnesses suggested by a faculty member.
 9. A reasonable time limit shall be agreed upon for the hearing process by all parties involved. Every effort should be made to limit proceedings to a reasonable time. Investigations of alleged unlawful behavior shall be concluded under time parameters set by the relevant statute.
 10. Copies of all tapes and transcripts of any hearings and of interviews if the person being interviewed agrees shall be provided to the faculty member grieved. All transcripts shall be confidential, except as otherwise required by law.

11. The faculty member shall receive written findings relevant to the grievances made against them within seven (7) working days of the administrator's final decision in the matter.
 12. All allegations of discrimination, harassment, retaliation, workplace violence, whistle-blower complaints, and other workplace misconduct are under the purview of Human Resources and Employee Relations. Faculty members who engage in personal investigations may be subject to disciplinary action.
 13. Any faculty member who solicits student involvement in an investigation, other than as good faith witnesses in an official investigation or grievance, may be subject to disciplinary action.
- C. Procedural Protections: During each of the steps outlined in Section B (Dispute Procedure) herein, the following procedural protections shall apply:
1. Non-discrimination (as stated in Article VI).
 2. Rights concerning use of annotations within the faculty member's personnel file (as stated in Article XIV).
 3. Privacy rights regarding e-mail, voicemail, and computers designated for faculty use. (as stated in Article XXIII.H.).
 4. Weingarten Right to Representation (See NLRB v. Weingarten (1975) 420 U.S. 251).
 5. Uniform Application: Similarly-situated faculty members must be treated in a like manner (See, e.g., Novato School District (1982) PERB Dec. No. 210.)
- D. It is further agreed that nothing in the sections of this article shall neither supersede Federal or State laws, statutes, and regulations nor policies and procedures of the Riverside Community College District Board of Trustees.

ARTICLE XX – EFFECT OF AGREEMENT

- A. The parties acknowledge that during the negotiations which resulted in this Agreement, each had an unlimited right and the opportunity to make demands and proposals with respect to any subject or matter which was or could have been the subject of negotiation, that the understanding and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement, and, therefore, each waives the right to further negotiations on any subject or matter covered or not covered under this Agreement during the term hereof, except as to items referred to as re-opener items in Article XXVI. The parties also may mutually agree to conduct negotiations on any issue.
- B. No privileges, compensation, or benefits of any kind in excess of those specifically set forth in this Agreement, or not specifically provided for in this Agreement, are required to be granted to employees. However, the District may, at its discretion, voluntarily grant such hereafter.
- C. The waiver by the District of any breach or condition of this Agreement does not constitute a precedent for any further waiver of such breach or condition.
- D. It is the intent of the parties that where there is any inconsistency between the terms of this Agreement and any state or federal statute or regulation, the terms of this Agreement shall control, unless the statute or regulation requires that its provisions supersede any agreement between the parties, or where the provision in this Agreement specifically provides for the incorporation of the statute or regulation and any changes thereto.
- E. Article and section titles in this Agreement are provided for convenience only and in no way are to be used to define, limit, or affect the construction and interpretation thereof.

ARTICLE XXI – NO STRIKE / NO LOCKOUT

- A. During the term of this Agreement, neither the Association, its officers, agents, members, nor any employee will authorize, instigate, encourage, aid, condone, participate in, or engage in a strike or work stoppage of any kind, regardless of whether there is a claim by the Association of breach of this Agreement or a federal or state law by the District.
- B. In the event of a strike or work stoppage of any kind, the Association shall immediately notify the employees that such action is unauthorized and promptly order its members to return to work and to take every reasonable effort to terminate the unauthorized action.
- C. Failing to cross any picket line established by any person or organization for any reason at any facility of the District by the Association or any employee in concert or alone, during the term of this Agreement, shall constitute a violation of this Article.
- D. The District specifically has the right to proceed directly to court for an injunction and all other legal relief for any breach of this Article.
- E. The obligations of this Article shall not be affected or limited by the subject matter involved in the dispute giving rise to the work stoppage or by whether such subject matter is or is not subject to the grievance and arbitration provisions of this Agreement.
- F. In the event of any strike or related activity prohibited by this Article, the District may revoke or suspend any rights or benefits provided for in the Agreement with respect to any employee who engages in such activity and/or the Association.
- G. The Board of Trustees agrees that during the terms of this Agreement it will not engage in any lockout of its employees.

ARTICLE XXII – ALTERNATIVE EDUCATION METHODS

A. Alternative Education Methods

Riverside Community College District offers alternative education methods in Community Education, Contract Education, and Workforce and Economic Development Programs. Unless otherwise stipulated below these programs and their courses are subject to the collective bargaining agreement.

1. Community Education/Not-For-Credit

Community education classes provide instruction for and/or contribute to the physical, mental, moral, economic, or civic development of the general public. They are open for the admission of adults and of those minors as in the judgment of the Board of Trustees may profit therefrom.

2. Contract Education

Contract education is defined as those situations in which the District contracts with other entities or individuals for the purpose of providing instruction or services or both by the community college [CEC 78020(a)].

3. Workforce and Economic Development Programs

Workforce and Economic Development Programs advance workforce competitiveness and regional economic growth through strategic partnerships and innovative workforce services, providing high quality training and support to foster individual and organizational success. Workforce and economic development programs may be credit, noncredit, or not-for-credit courses.

B. In any form of instruction provided by RCCD, the following shall apply:

1. For purposes of review and comment relative to impact on regular departmental programs, the District will furnish all Department Chairs and the Association with a list of proposed offerings prior to publication and distribution of announcements of programs.
2. All alternative education courses must have been approved through the appropriate curriculum process.
3. If any department determines that an alternative education class duplicates a regular course offering, the Department Chair and the appropriate Dean/ Director will confer. The Dean/Director shall then notify the offering department of the duplication for correction. If the issue is unable to be resolved, a final decision shall be rendered by the Deputy Chancellor & Provost.
4. The Association will be notified of program development in the areas of alternative education.

5. All faculty shall be notified of any alternative education opportunities. Interested faculty shall notify the appropriate administrator.
6. All qualified District faculty in good standing shall have first right of refusal for all classes.
7. Faculty teaching credit and noncredit classes shall be compensated in accordance with RCCD's Collective Bargaining Agreement with its faculty.
8. Faculty teaching not-for-credit contract education classes shall be compensated in the same manner as faculty in the regular, noncontract education program if the courses meet the same standards as the credit curriculum [CEC 78022(d)].
9. Faculty teaching not-for-credit contract educational programs shall be evaluated according to procedures specified in the contract between the District and the public or private entity to establish the program [CEC 78022(e)].
10. If two (2) or more full-time faculty members request to teach an alternative education course, the senior faculty member shall be given preference unless the other has played a role in the development or marketing of the program, is requested by the client, and/or has specific training, skills, or qualifications to present the program, as determined by the District. If a full-time faculty member is not selected to teach a not-for-credit course, the faculty member may appeal the decision to the Deputy Chancellor & Provost or designee, who shall make a determination in writing, specifying the reasons for the decision.
11. All instructors teaching in alternative education programs need to demonstrate industry-specific expertise or hold appropriate license or credentials.
12. Community Education publications will clearly indicate that the offerings are not-for-credit and will carry information about the qualifications of presenters.
13. No full-time faculty member will be laid off as a result of implementation of alternative education programs. No full-time faculty member will be required to teach courses in this area as part of their annual teaching assignment.
14. Attendance of students in not-for-credit courses shall not be included for purposes of calculating the FTES for apportionment to the District.
15. The District will present an annual RCCD Workforce and Economic Development report of all alternative education activities for the past year. The financial statement of expenditures and revenues are made available via the RCCD Budget Report.

ARTICLE XXIII – MISCELLANEOUS

A. Subcontracting

Educational courses in existence as of the execution date of this Agreement which are not now being contracted out may not be contracted out to private organizations during the term of this Agreement without the concurrence of the Association.

B. Office Space

1. The District shall plan for and provide private office space for faculty.
2. Each office space will be equipped with a desk, desk chair, filing cabinet, bookshelves, side chair, computer, access to printers, and a phone. Subject to reasonable regulations, full-time instructors shall normally have access to such office space during the entire year. Adequate workspace shall be available for associate faculty.
3. In the case of an instructor with an assignment split between two (2) or more colleges, private office space will be provided at the college where the majority of the load is taught.

C. Supervisory and management employees shall not be restricted from performing bargaining unit duties, so long as such performance does not cause any regular faculty member to be deprived of a full-time load or overload assignment.

D. The District and the Association agree that no administrator shall have their name listed on a grade record sheet for classes for which they are not the instructor of record.

E. Child Development Center Positions

1. With respect to the position of Child Development Site Supervisor, Early Childhood Master Teacher and Child Development Program Director, the following provisions of this Agreement do not apply: Article IX, Article XIII, Article XV.P, Article XVII, Article XXIII.B, Article XXIV, and Article XXV.
2. Notwithstanding the provisions of Article XV.B, Child Development Site Supervisors, Early Childhood Master Teachers, and Child Development Program Directors assigned to a full-time position shall accrue twelve (12) days of sick leave per fiscal year.
3. Notwithstanding Article X, the hours at work for Child Development Site Supervisors, Early Childhood Master Teachers, and Child Development Program Directors shall be as follows: The length of the normal workday for employees who have their time assigned to full-time positions shall be eight (8) hours per day, exclusive of a lunch break. The length of the normal work week to employees assigned a full-time position shall be forty (40) hours. Such employees shall be

allowed two (2) 15-minute rest periods during each day to be set by their supervisor, one (1) such rest period to be taken during the first half of the workday and one (1) to be taken during the second half of the workday.

4. Child Development Site Supervisors, Early Childhood Master Teachers, and Child Development Program Directors shall accrue vacation on the basis of one (1) day of vacation for each full month of paid status.
5. Child Development Site Supervisor, Early Childhood Master Teacher, and Child Development Program Director will be evaluated in accordance with the faculty evaluation process described in Article XIII for the frequency of evaluation only.

F. Intellectual Property Rights

Faculty intellectual property rights are explicitly defined in Administrative Procedure 2710. The District encourages employees to pursue development of materials and/or inventions. If the employee has developed materials and/or inventions without recourse to any District resources, all rights and title in any copyrightable materials and/or inventions made by the employee shall belong to the employee. If the materials and/or inventions have been produced within the scope of the employee's employment or if the employee has agreed in writing that the materials and/or inventions are "work for hire," then, in an agreement reached prior to or in the course of development of such materials and/or inventions, the District and the employee shall mutually agree on the dissemination and share of royalties from the marketing of any materials and/or inventions. The Association shall be notified of and approve any such agreements. Materials and/or inventions developed while the employee is on a sabbatical leave shall not be considered "work for hire." The District and the Association shall make every effort to develop uniform intellectual property rights contracts for faculty. To protect intellectual property rights, syllabi may not be given to other faculty without the express consent of the faculty member.

Instructional materials created by a faculty member, including but not limited to online course materials, course management system content, recorded lectures, multimedia or digital resources, and open educational resources, shall remain the intellectual property of the faculty member unless otherwise agreed to in writing pursuant to this Article. The organization, structure, and pedagogical design of a course within a learning management system shall be considered instructional material of the faculty member. The District shall not use, reuse, reproduce, or distribute such materials without the faculty member's prior written consent. The District shall not intentionally provide such materials for purposes such as artificial intelligence or machine learning development without the faculty member's prior written consent.

G. Academic Freedom

In alignment with Board Policy 2030, the District and the Association (the Parties) are committed to free and open inquiry in all matters in the classroom; they agree that all

District faculty members shall have the broadest possible latitude to speak, write, listen, challenge, and learn. Except insofar as limitations on that freedom are necessary to the functioning of the District or to the adherence to law, the Parties fully respect and support the freedom of all District faculty members to discuss any matters of academic or public concern.

H. Privacy

District owned computers, computer networks, and telephone systems, including e-mail, voicemail, and Internet connections are subject to the regulations of law and Board of Trustees' Policy. Within its obligations under those regulations, the District will respect the privacy of e-mail, voicemail, and computers designated for faculty members' use and will not monitor faculty use of District owned computers, e-mail, voicemail, and Internet connections without substantial justification.

Information obtained by the access control card system or campus surveillance cameras will not be used for evaluative purposes, but may be released in accordance with safety and security concerns. Release of any information will be authorized solely by the College President. Faculty members are responsible for the control cards that they have been issued. Any individuals who have reason to believe that the cards issued to them have been lost or stolen must report this information to the proper campus authority immediately. Failure to report lost or stolen cards may cause faculty members to be liable for any fraudulent use of their cards, dependent upon a proper investigation of said use.

ARTICLE XXIV – INTERSESSIONS

A. Definitions

1. For the purposes of all language in this Agreement which applies to intersessions, a full-time faculty member is defined as an employee appointed to an academic position requiring more than 67% of a full-time load during the regular academic year, and who is employed for the summer and/or winter intersession.
2. For the purposes of all language in this Agreement which applies to intersessions, an associate faculty member is defined as an academic position requiring 67% or less of a full-time load during the regular academic year, or who was not employed during the regular academic year, and who is employed for the summer and/or winter intersession.

B. Applicable Provisions from Existing Agreement

Where the Board determines to hold summer intersession, the District and the Association agree to apply the following provisions of the existing Agreement between the Riverside Community College District and the Riverside Community College District Faculty Association CCA/CTA/ NEA.

1. Article I - Recognition and Definitions Clause
2. Article II - Notice
3. Article III - Management Rights
4. Article IV - Association Rights
5. Article VI - Non-Discrimination
6. Article IX - Calendar
7. Article X - Definition of Work and Faculty Load
8. Article XI - Associate Faculty Work and Load
9. Article XII – Department Chairs and Operations
10. Article XIV - Personnel Files
11. Article XV - Leaves
12. Article XVI - Safety Conditions of Employment
13. Article XVII - Reduced Teaching Load
14. Article XIX - Contractual and Non-Contractual Grievance Procedure
15. Article XX - Effect of Agreement
16. Article XXI - No Strike/No Lockout
17. Article XXII - Alternative Education Methods
18. Article XXIII - Miscellaneous
19. Article XXIV - Intersessions
20. Article XXV - Load Banking

C. Limitation of Agreement

Except as specifically set forth or referenced above, no other provision of this Agreement shall apply to summer intersession.

D. Salary

Salary schedule in effect during the intersessions for all full-time faculty members in the bargaining unit shall be five-eighths (5/8) of the faculty salary schedule as pro-rated. Full-time faculty members may choose either the summer or the winter intersession for compensation at the 5/8 rate, if such intersession is not part of their annual teaching loads. However, only one (1) intersession will be paid based on the 5/8 rate. Full-time faculty who are teaching a second intersession shall be compensated at the pay-per-course rate. Associate faculty shall be compensated at the pay-per-course rate for intersession teaching. For the winter and/or summer intersessions, Appendix F shall be applicable for work experience.

Full-time faculty members who are specifically required by the President (or designee) to be on the college premises during periods that are not part of their annual teaching assignment will be compensated at their hourly rate of pay based upon the Faculty Hourly Salary Schedule (Appendix B).

E. Hours of Work and Faculty Load

1. In extending offers of employment, full-time faculty in good standing shall be given priority over associate faculty in summer and/or winter intersession assignments in those subject matter areas in which they are qualified. Assignments of classes and teaching schedules shall be determined through coordination between the faculty members concerned and the Department Chair/Director, subject to the approval of the appropriate Dean of Instruction. The Deputy Chancellor & Provost and the Vice Presidents of Academic Affairs will establish and enforce a districtwide set of guidelines with additional college specific information for deans to follow for consistency across the District. Actual employment in the summer and/or winter intersession shall be contingent upon sufficient class enrollment.
2. Departments must submit yearly tentative teaching assignments for each full-time faculty member during the spring semester for the following summer, fall, winter, and spring terms. No full-time faculty member who satisfies their annual teaching assignment during the fall and spring semesters shall be required to teach during the winter intersession unless reasonable circumstances require the Vice President of Academic Affairs to adjust their teaching assignment.
3. Full-time faculty who choose to use the winter or summer intersession in order to complete their annual teaching load will be given first choice for the intersession teaching assignments. If the District offers a summer intersession, full-time faculty members may complete part of their annual teaching assignment during the summer

intersession. This does not obligate the Board to offer a summer intersession; therefore, unfulfilled load will be assigned during the next term.

4. Where feasible, initial offers of tentative employment to associate faculty for anticipated intersession assignments shall be made after the full-time faculty annual assignments have been made. Associate faculty members shall either accept or reject such initial offer within fourteen (14) calendar days of the time at which the offer was made. Associate faculty members who receive an offer of tentative employment after the initial offers have been made shall accept or reject the offer within a reasonable time which will be established by the District. In the summer and/or winter intersession published schedules, the District shall make every reasonable effort to include the names of the assigned instructors.
5. Any provisions in the Agreement applicable to class size in overload assignments during the regular school year shall also be applicable to the intersessions.
6. The Full Time Equivalent (FTE) for all intersession courses shall be maintained at the level of the regular academic year.
7. The compressed time blocks used during the 16-week fall and spring semesters do not apply to the intersessions.

F. Leaves

The provisions of Article XV are applicable.

1. Sick Leave - Sick leave during intersessions is allowed for full-time faculty who receive intersession assignments, on an earned, accumulative basis of 0.2500 of one day for each 0.0666 FTE of service provided by that faculty member during the summer intersession.

Sick leave usage for full-time faculty paid from the intersession salary schedule shall be recorded on the basis of one-half (1/2) day increments and not in any other portion.

Sick leave earned in the intersessions, as described in the preceding paragraph, will be cumulative with sick leave earned during the contract year. Intersession sick leave may be used during the contract year and sick leave earned during the contract year may be used during the intersessions.

Sick leave for associate faculty in the intersessions is earned at the rate of one (1) hour for each eighteen (18) hours of intersession teaching and is cumulative. Part-time hourly sick leave earned in the intersessions may be used by associate faculty during the school year.

Sick leave for full-time faculty paid on the faculty hourly salary schedule for intersessions will earn sick leave at the rate of one (1) hour for each eighteen (18) hours of intersession teaching and is cumulative. Full-time faculty who have earned sick leave during an intersession, while being paid from the faculty hourly salary schedule, may only use that earned sick leave during an intersession or for overload sick leave.

2. Personal Necessity - The total number of days used by full-time faculty shall not exceed seven (7) for one academic year. If teaching an overload during fall or spring or teaching during the summer and winter intersessions and on the Hourly Salary Schedule, the total number of hours used for Personal Necessity shall not exceed seven (7) hours per term. For those who elect to use the Intersession Salary Schedule, Personal Necessity is reported in half-day increments, as stated in the provisions of Article XV.F.

For associate faculty the prorated number of hours shall not exceed seven (7) hours per term, including summer and winter intersessions.

3. Jury Duty, Bereavement, and Military Leave - Entitlement for Jury Duty, Bereavement, and Military Duty for full-time faculty teaching an overload assignment during an intersession shall be in accordance with Article XV for each type of leave. However, when the Summer Salary Schedule is selected during intersession overload assignments, leave usage shall be reported in half-day increments. When the Hourly Salary Schedule is selected during an intersession overload assignment, leave usage shall be reported only in hourly increments.
4. A statement from a physician verifying the employee's illness may be required by the Vice Chancellor, Human Resources and Employee Relations. In those cases where an employee is aware that they will be absent for twenty (20) days or more, the employee shall notify the immediate supervisor of the situation and shall be required to provide the District with a statement from the employee's physician confirming the disability and prognosis, and an estimate of the anticipated term of absence. When that term is indefinite, a subsequent statement may be required by the District. In such cases and prior to the employee's return to such employee's assignment, a statement from the physician without verifying the employee can return to the employee's assignment without detriment to the employee or others must be submitted to the Office of Human Resources and Employee Relations by the employee.
5. When an employee has used all or a portion of the sick leave allowable and subsequently fails to serve the District for the balance of the fiscal year, an appropriate dollar amount shall be deducted from the employee's final salary warrant. The appropriate amount shall equal the employee's final salary warrant. The appropriate amount shall equal the employee's daily rate of pay, times the number of sick days used, but not covered by earned sick leave. This section shall not be

construed to affect amounts an employee may be entitled to receive under Article XXIV.C. and XXIV.D.

ARTICLE XXV – LOAD BANKING

A. The District and the Association agree that it is desirable to take advantage of Education Code provisions permitting “load banking” based upon the following principles:

1. Faculty may bank partial courses in individual unit increments, full-course overloads or equivalent, or a lecture or lab component of a full course.
2. No more than 0.4666 FTE of a faculty member’s annual contract load may be banked in any one (1) academic year.
3. No more than the equivalent of one (1) semester’s full-time contract load may be accumulated as banked load.
4. At any one (1) time no more than 6 percent of full-time faculty members in any given college may utilize their banked hours for a full semester reduction of load and such reduction of load may not be taken more than once every five (5) years. Allocations will be made in chronological order of completed requests.
5. A faculty member electing to bank hours must make an election (in writing) to do so by December 31 of the year prior to the calendar year when the banking will be done. In case of a substantive teaching assignment modification or personal necessity, the faculty member will be asked to complete an exception from which could be available for IRS inspection. In the first year that a faculty member becomes eligible to bank hours, the election to bank hours must be made within 30 days of the faculty member becoming eligible to bank hours.
6. Banked hours may be used by a faculty member to reduce a load during a semester. Faculty using banked hours have been granted a reduction of load, not a leave, as defined in Article XV and are not excused from responsibilities enumerated in Article X.I. and Article X.P. The faculty member must notify the Administration of their intent to utilize a full-semester reduction of load at the time of submission of a tentative annual teaching assignment.
7. Banked hours may be used for professional or personal reasons excluding full-time employment with another college district.

B. A faculty member may “cash in” any portion of their load banked hours at any time. Where hours are “cashed in” instead of used for load banking, the faculty member shall be paid on the basis of the rate of pay in effect when the hours are cashed in, except that in no event can hours be accumulated beyond five (5) years after they were first earned. Only banked courses assigned at the 5/8 pro-rated intersession salary rate may be cashed in at the 5/8 rate (See Article XXIV.D).

C. Should a full-time faculty member die, the total value of their accumulated banked hours

shall be paid to their beneficiary(ies) in a timely manner. Beneficiaries must be properly identified. In the absence of properly identified beneficiaries, amounts owed to deceased faculty member shall be disbursed as required by law.

ARTICLE XXVI – DURATION AND TERMINATION

This Agreement, when ratified and executed between each party hereto, shall constitute the sole Agreement between them. Any modification or amendment of this Agreement must be made by and between the parties hereto in writing and executed by each party hereto. This Agreement is effective as of July 1, 2026, except for those salary provisions commencing as of the summer intersession which begins on June 22, 2026, and shall remain in effect through June 30, 2029.

Date:

Date:

FOR THE DISTRICT

FOR THE ASSOCIATION

Wolde-Ab Isaac, Chancellor

Rhonda Taube, President
RCCDFA/CCA/CTA/NFA

APPENDIX A

RIVERSIDE COMMUNITY COLLEGE DISTRICT

2026-2027 FACULTY SALARY SCHEDULE

Effective July 1, 2026

	B	C	D	E	F	G	H
	AB	MA	MA+15	MA+30	MA+45	MA+60	Doctorate
		or BA+30	or BA+45	or BA+60	or BA+75	or BA+90	
Step		Incl MA	Incl MA	Incl MA	Incl MA	Incl MA	
1	86,198	91,742	97,276	102,805	108,326	113,877	119,422
2	90,594	96,130	101,674	107,207	112,731	118,272	123,802
3	94,988	100,514	106,045	111,568	117,112	122,649	128,197
4	99,359	104,893	110,433	115,961	121,484	127,028	132,575
5	103,737	109,256	114,802	120,347	125,874	131,399	136,940
6	108,132	113,651	119,181	124,706	130,246	135,789	141,349
7	112,497	118,029	123,551	129,105	134,629	140,169	145,702
8	116,891	122,420	127,948	133,488	139,016	144,558	150,085
9	121,249	126,797	132,316	137,845	143,390	148,935	154,458
10	125,641	131,173	136,703	142,253	147,767	153,305	158,833
11	125,641	135,563	141,084	146,634	152,143	157,694	163,238
12	125,641	135,563	141,084	151,002	156,546	162,072	167,590
13	125,641	135,563	141,084	151,002	160,923	166,443	171,970
15	127,213	137,253	142,843	152,884	162,930	168,527	174,120
16	128,785	138,936	144,606	154,771	164,938	170,611	176,276
19	131,920	142,336	148,123	158,566	168,962	174,770	180,586
22	135,069	145,718	151,674	162,337	172,979	178,933	184,879

All AB degrees, MA degrees, and Doctorates must be earned from an institution accredited by a regional or specialized accrediting agency recognized by the Council on Postsecondary Accreditation.

Step advancement shall be awarded at the beginning of the semester following the completion of two (2) full semesters of employment as a full-time contract or regular faculty member in the District.

Employees shall be eligible for step 16, 19 and 22 after completing 15,18, and 21 years, respectively, of paid service in the District.

Approved June 16, 2026 by the Board of Trustees

Base Days - 176

Revised 07/2026

RIVERSIDE COMMUNITY COLLEGE DISTRICT

2026-2027 COUNSELOR/LIBRARIAN/STUDENT ACTIVITIES COORDINATOR SALARY SCHEDULE Effective July 1, 2026

Step	B AB	C MA or BA+30 Incl MA	D MA+15 or BA+45 Incl MA	E MA+30 or BA+60 Incl MA	F MA+45 or BA+75 Incl MA	G MA+60 or BA+90 Incl MA	H Doctorate
1	91,096	96,955	102,803	108,646	114,481	120,347	126,207
2	95,741	101,592	107,451	113,298	119,136	124,992	130,836
3	100,385	106,225	112,070	117,907	123,766	129,618	135,481
4	105,004	110,853	116,708	122,550	128,387	134,246	140,108
5	109,631	115,464	121,325	127,185	133,026	138,865	144,721
6	114,276	120,108	125,953	131,792	137,646	143,504	149,380
7	118,889	124,735	130,571	136,440	142,278	148,133	153,980
8	123,532	129,376	135,218	141,073	146,915	152,771	158,613
9	128,138	134,001	139,834	145,677	151,537	157,397	163,234
10	132,780	138,626	144,470	150,336	156,163	162,015	167,858
11	132,780	143,265	149,100	154,966	160,788	166,654	172,513
12	132,780	143,265	149,100	159,582	165,441	171,281	177,112
13	132,780	143,265	149,100	159,582	170,066	175,900	181,741
15	134,441	145,052	150,959	161,571	172,187	178,102	184,013
16	136,102	146,830	152,822	163,565	174,310	180,305	186,292
19	139,415	150,423	156,539	167,575	178,562	184,700	190,847
22	142,743	153,997	160,292	171,561	182,807	189,100	195,384

All AB degrees, MA degrees, and Doctorates must be earned from an institution accredited by a regional or specialized accrediting agency recognized by the Council on Postsecondary Accreditation.

Step advancement shall be awarded at the beginning of the semester following the completion of two (2) full semesters of employment as a full-time contract or regular faculty member in the District.

Employees shall be eligible for step 16, 19 and 22 after completing 15,18, and 21 years, respectively, of paid service in the District.

Base Days - 186
Rev. 07/2026

RIVERSIDE COMMUNITY COLLEGE DISTRICT
2026-2027 CULINARY FACULTY SALARY SCHEDULE
Effective July 1, 2026

Step	B AB	C MA or BA+30 Incl MA	D MA+15 or BA+45 Incl MA	E MA+30 or BA+60 Incl MA	F MA+45 or BA+75 Incl MA	G MA+60 or BA+90 Incl MA	H Doctorate
1	129,297	137,613	145,914	154,208	162,489	170,816	179,133
2	135,891	144,195	152,511	160,811	169,097	177,408	185,703
3	142,482	150,771	159,068	167,352	175,668	183,974	192,296
4	149,039	157,340	165,650	173,942	182,226	190,542	198,863
5	155,606	163,884	172,203	180,521	188,811	197,099	205,410
6	162,198	170,477	178,772	187,059	195,369	203,684	212,024
7	168,746	177,044	185,327	193,658	201,944	210,254	218,553
8	175,337	183,630	191,922	200,232	208,524	216,837	225,128
9	181,874	190,196	198,474	206,768	215,085	223,403	231,687
10	188,462	196,760	205,055	213,380	221,651	229,958	238,250
11	188,462	203,345	211,626	219,951	228,215	236,541	244,857
12	188,462	203,345	211,626	226,503	234,819	243,108	251,385
13	188,462	203,345	211,626	226,503	241,385	249,665	257,955
15	190,820	205,880	214,265	229,326	244,395	252,791	261,180
16	193,178	208,404	216,909	232,157	247,407	255,917	264,414
19	197,880	213,504	222,185	237,849	253,443	262,155	270,879
22	202,604	218,577	227,511	243,506	259,469	268,400	277,319

All AB degrees, MA degrees, and Doctorates must be earned from an institution accredited by a regional or specialized accrediting agency recognized by the Council on Postsecondary Accreditation.

Step advancement shall be awarded at the beginning of the semester following the completion of two (2) full semesters of employment as a full-time contract or regular faculty member in the District.

Employees shall be eligible for step 16, 19 and 22 after completing 15,18, and 21 years, respectively, of paid service in the District.

Calculated from Faculty Salary Schedule at one and a half times the regular salary.

Approved June 16, 2026 by the Board of Trustees

Base Days - 216

Rev. 07/2026

RIVERSIDE COMMUNITY COLLEGE DISTRICT

OCCUPATIONAL FACULTY SALARY SCHEDULE

Purpose of the Schedule. The Occupational Faculty Salary Schedule is designed to equate occupational experience and college units with academic degrees in order to allow the District to offer a competitive salary to individuals for teaching positions in occupational subjects. This schedule shall be used in the initial placement of faculty members employed to teach in an occupational subject area. It shall also be used for the subsequent upward mobility of faculty members initially placed on this schedule. AB and MA degrees used for initial placement and subsequent progression on the salary schedule should be either directly related to the subject named on the credential or from the Occupational Education discipline. Recommendation of subject relationship of work completed for progression of this schedule shall be by an ad hoc committee of technical, professional peers appointed by the Professional Growth and Sabbatical Leave Committee.

Placement on the Schedule. The criteria for initial placement and subsequent upward mobility of faculty members initially placed on this schedule is determined by the type of credential required, the years of occupational experience, and the degrees held and/or number of college units earned. One step will be granted for each two years of allowable occupational experience beyond that which is required for the credential. One step will be granted for each full year of appropriate teaching experience. Initial placement on the salary schedule shall be limited to a maximum of Step 6.

Credentials. The credential required may be a Class A Vocational, a full-time Standard Designated Subjects, or full-time Community College Instructor Credential authorizing the teaching of an occupational subject.

- I. Salary placement for occupational faculty employed with less than an AB Degree shall be as follows:
 - B. Temporary Credential or Permanent (5 year of lifetime clear) Credential
 - C. Permanent Credential including 60 college semester units
 - D. Permanent Credential including 90 college semester units
 - E. Permanent Credential plus AB Degree
 - F. Permanent Credential plus AB Degree plus MA Degree
 - G. Permanent Credential plus AB Degree plus MA Degree plus 15 units
 - H. Permanent Credential plus Earned Doctorate
- II. Salary Placement for occupational faculty employed with an AB Degree, or an MA Degree, shall be as follows:
 - B. Temporary Credential plus AB Degree
 - C. Permanent Credential plus AB Degree
 - D. Permanent Credential plus AB Degree plus 15 units
 - E. Permanent Credential plus AB Degree plus 30 units
 - F. Permanent Credential plus AB Degree plus 45 units, including MA Degree
 - G. Permanent Credential plus AB Degree plus 60 units, including MA Degree
 - H. Permanent Credential plus Earned Doctorate

APPENDIX B

RIVERSIDE COMMUNITY COLLEGE DISTRICT 2026-2027 FACULTY HOURLY SALARY SCHEDULE

EFFECTIVE JUNE 22, 2026

	GROUP 1	GROUP 2	GROUP 3
STEP 1	\$84.71	\$93.34	\$109.97
STEP 2	\$93.34	\$101.46	\$118.59
STEP 3	\$101.46	\$109.97	\$127.02

Group 1 Those teachers whose education and experience are not sufficient to place them in Column B or higher of the Riverside Community College District Faculty Salary Schedule; those teachers whose teaching credentials limit them to teaching classes organized primarily for adults; and those teachers of laboratory classes, reading improvement and non-credit classes for adults.

Group 2 Those teachers, counselors, librarians, and school nurses, whose education and experience would place them in Column B of the Riverside Community College District Faculty Salary Schedule.

Group 3 Those teachers, counselors, librarians, and school nurses, whose education and experience would place them in Column C, D, E, F, G or H of the Riverside Community College District Faculty Salary Schedule

Teachers in all groups shall be required to maintain a class for two semesters at Riverside Community College before moving to Step 2, and for four semesters at Riverside Community college before moving to Step 3.

Approved June 16, 2026 by the Board of Trustees

Revised 07/2026

APPENDIX C

RIVERSIDE COMMUNITY COLLEGE DISTRICT

2026-2027 INTERSESSION SALARY SCHEDULE

Effective June 22, 2026

A Riverside Community College Intersession faculty member who receives a regular intersession assignment shall be placed on this salary schedule in accordance with established District practice used in the college year. Step and column placement will be made in accordance with verified education and experience as of the opening day of intersession.

The figure below represents the salary for one (1.0) Full-Time Equivalent Teaching Assignment. In order to calculate intersession salary, multiply intersession F.T.E. assigned by the District, times the dollar amount for the appropriate column and step.

Example: Column E, Step 6				
\$38,971	X	0.400	=	\$15,588

	B	C	D	E	F	G	H
	AB	MA or BA+30	MA+15 or BA+45	MA+30 or BA+60	MA+45 or BA+75	MA+60 or BA+90	Doctorate
Step	Incl MA	Incl MA	Incl MA	Incl MA	Incl MA	Incl MA	
1	26,937	28,669	30,399	32,127	33,852	35,587	37,319
2	28,311	30,041	31,773	33,502	35,228	36,960	38,688
3	29,684	31,411	33,139	34,865	36,598	38,328	40,062
4	31,050	32,779	34,510	36,238	37,964	39,696	41,430
5	32,418	34,143	35,876	37,608	39,336	41,062	42,794
6	33,791	35,516	37,244	38,971	40,702	42,434	44,172
7	35,155	36,884	38,610	40,345	42,072	43,803	45,532
8	36,528	38,256	39,984	41,715	43,443	45,174	46,902
9	37,890	39,624	41,349	43,077	44,809	46,542	48,268
10	39,263	40,992	42,720	44,454	46,177	47,908	49,635
11	39,263	42,363	44,089	45,823	47,545	49,279	51,012
12	39,263	42,363	44,089	47,188	48,921	50,648	52,372
13	39,263	42,363	44,089	47,188	50,288	52,013	53,741
15	39,754	42,892	44,638	47,776	50,916	52,665	54,413

The conversion formula used to develop this schedule is as follows:

Base (Faculty) Salary divided by 2 x 5/8

Approved June 16, 2026 by the Board of Trustees

Revised 07/2026

APPENDIX D

RIVERSIDE COMMUNITY COLLEGE DISTRICT EXTRA PAY FOR EXTRA-CURRICULAR ACTIVITIES

Effective July 1, 2026

ATHLETIC COACHES	Reassigned Time	Stipend
Head Baseball Coach		\$9,414
Assistant Baseball Coach		\$6,582
Head Basketball Coach	0.15	\$9,871
Assistant Basketball Coach		\$6,582
Head Cross Country Coach		\$7,623
Assistant Cross Country Coach		\$6,164
Head Football Coach	0.3	\$12,325
Associate Football Coach		\$6,582
Head Golf Coach		\$7,623
Assistant Golf Coach		\$6,164
Head Soccer Coach		\$7,623
Assistant Soccer Coach		\$6,164
Head Softball Coach		\$9,414
Assistant Softball Coach		\$6,582
Head Swim Coach		\$7,623
Assistant Swim Coach		\$6,164
Strength Coach		\$8,227
Head Tennis Coach		\$7,623
Assistant Tennis Coach		\$6,164
Head Track Coach		\$8,227
Assistant Track Coach		\$6,164
Head Volleyball Coach		\$7,623
Assistant Volleyball Coach		\$6,164
Head Water Polo Coach		\$7,482
Assistant Water Polo Coach		\$6,044
Asst. to Director, Athletics	0.3	\$9,414
DEPARTMENT CHAIRS (MVC/NC/RCC)		\$9,005
Department Chairs where faculty headcounts (full time and associate faculty) exceed 100		\$2,555
OTHER ACTIVITIES	Reassigned Time	Stipend
Advisor to College Newspaper (Stipend for RCC only)	0.3	\$6,164
Advisor to Muse		\$6,164
Auxiliary Unit		\$6,164
Director of Marching Band	0.2	\$8,227
Director of Jazz Band	0.2	\$8,227
Director of Choir	0.2	\$8,227
Director of Dance	0.2	\$6,164
Director of Performing Arts (Orchestra, Winds, Guitar, Jazz)	0.2	\$8,227
Director, Art Gallery (for each college with a gallery)	0.4	\$4,934

OTHER ACTIVITIES (Continued)	Reassigned Time	Stipend
Director Automotive Programs (T-Ten, Ford Asset, GM)	0.15	
Director, Pep Squad		\$6,164
Director, Production Printing	0.3	\$4,934
Director, Physical Science Stock Room		\$4,934
Director, Planetarium		\$7,319
Director, Forensics		\$6,582
Director, Theatre	0.2	\$6,164
Model United Nations Coach		\$6,582
Articulation Officer (MVC/NC/RCC)	0.8	
Director, Cosmetology	0.2	
Director, Lighting Design	0.1	
Director, Dental Assisting	0.4; 0.2 for Winter & Summer; additional 0.2 each semester in year of accreditation site visits.	
Director, Dental Hygiene	0.6; 0.4 for Winter & Summer; additional 0.2 each semester in year of accreditation site visits.	
Director, Emergency Medical Services	0.4	
English and Math Liaison (RCC only)	0.2 for Fall & Spring with a 20 hour stipend in the Winter & an 80 hour stipend in the Summer	
Director, Greenhouse/Outdoor Plant Lab	0.2 plus 40-hour stipend Winter; 50-hour stipend Summer	
Director, Visual Arts	0.2	
Director, School of Nursing Simulation & Learning Labs	0.75	
Faculty Lecturer (Spring only)	0.2	
Instructor (Counseling) Puente Program	0.5	
Instructor (English) Puente Program	0.2 or 54 hrs @ lecture rate	
Instructor, Study Abroad	0.2	
Umoja Program Instructor (English)	0.2 (Spring & Fall)	
Umoja Program Instructor (Counseling)	0.2 (Spring & Fall)	

ADDITIONAL CONSIDERATIONS

The process for creating and modifying reassigned time begins with college administration and then goes to the District, which shall bring the proposal to the Association for negotiation. As other activities are introduced into the District extra-curricular activities program, proposed salary will be recommended to the Board of Trustees at that time. The listing of the foregoing activities shall not be construed to mean that the District cannot eliminate or modify any such activity.

The specific stipends and reassigned time listed in Appendix D, E, and F of the Agreement will be annually reviewed by the District and the Association. The District shall provide most recent duties and responsibilities of each assignment to the Association thirty (30) working days prior to the review. All reassigned time, whether contractual or non-contractual, must be negotiated or agreed upon in consultation with the Association. Administration has the right to grant temporary one-year reassigned time without consulting the Association.

Unless otherwise stated, each reassigned time position is for one (1) faculty member and applies to fall and spring terms. If two or more faculty members are sharing the position, the reassigned time and stipend must be split according to workload responsibilities.

Base Days - 176

Approved June 16, 2026 by the Board of Trustees

Rev. 07/2026

APPENDIX E

PARTICIPATORY GOVERNANCE AND PLANNING

A. Academic Senate

Academic Senate Reassigned Time and Intersession Compensation

The District shall provide 3.3 Full-Time Equivalent FTE reassigned time for the Academic Senate. The recommended distribution of this time each semester is as follows:

- 0.6 FTE to the College Presidents
- 0.1 FTE to the College Vice Presidents
- 0.2 FTE to the District Senate President
- 0.2 FTE to the District Curriculum Committee Chair
- 0.4 FTE to each of the College Curriculum Committee Chairs
- 0.2 FTE the Tech Review District Chair.

It is also recognized that each of the Senates may decide to redistribute this time periodically to address specific situations with the caveat that no one person may receive more than .6 of this allotment during any period, except for whomever serves as the District Senate President. In addition, the District shall provide an annual total of 70 hours at the faculty hourly rate (Appendix B) for the Academic Senates during the winter and summer intersessions. These 70 hours will be distributed at the discretion of the District Senate, with a maximum of 50 hours for use by any one of the Academic Senate Presidents. This compensation is provided for necessary, legitimate, or agreed upon college and District business. The Academic Senate President and others selected by the Academic Senate Presidents will provide a timesheet specifying the hours worked and duties performed by the last day of the appropriate intersession.

B. Accreditation

Accreditation is now an ongoing process. The lead faculty member heading the institutional self-evaluation and writing the report shall receive between a 0.4 and a 0.8 depending on the workload at any given point in the accreditation cycle and on the individual needs of the colleges. During off periods when no reports are due, the faculty lead may receive a 0.2.

C. Strategic Planning

Faculty Chair, Strategic Planning 0.2 fall and spring.

ADDITIONAL CONSIDERATIONS

The process for creating and modifying reassigned time begins with college administration and then goes to the District, which shall bring the proposal to the Association for negotiation.

The specific stipends and reassigned time listed in Appendix D, E, and F of the Agreement will be annually reviewed by the District and the Association. The District shall provide most recent duties and responsibilities of each reassignment to the Association thirty (30) working days prior to the review. All reassigned time, whether contractual or non-contractual, must be negotiated or agreed upon in consultation with the Association. Administration has the right to grant temporary one-year reassigned time without consulting the Association.

Unless otherwise stated, each reassigned time position is for one (1) faculty member and applies to fall and spring terms. If two or more faculty members are sharing the position, the reassigned time and stipend must be split according to workload responsibilities.

APPENDIX F

RIVERSIDE COMMUNITY COLLEGE DISTRICT 2026-2027 COORDINATOR SALARY SCHEDULE

Effective July 1, 2026

COORDINATORS	REASSIGNED TIME	STIPEND
Coordinator, Assessment	0.3	8,227
Coordinator, Program Review	0.2	8,227
District Program Review Chair	0.1	
Distance Education Chair	0.2	
Coordinator, Faculty/Professional Development (RCC)	0.2	8,227
Coordinator, Faculty/Professional Development (MVC)	0.2	6,029
Coordinator, Faculty/Professional Development (NC)	0.2	6,029
Coordinator, Honors	0.2 (MVC/NC) 0.4 (RCC)	8,227
Coordinator, International Education	1.0	8,227
Coordinator, Math Lab	0.2 (MVC/NC) 0.4 (RCC)	8,227
Coordinator, CIS Lab	0.2	8,227
Coordinator, Media Services		8,227
Coordinator, Performing and Fine Arts		8,227
Coordinator, Student Activities		8,755
Coordinator, Vocational Outreach		8,227
Coordinator, Writing and Reading Center	0.3 (MVC/NC) 0.6 (RCC)	8,227
Coordinator, World Language Lab	0.2	
Coordinator, STEM	0.2	8,227
Coordinator, Center for Communication Excellence	0.2	

The stipend paid to Faculty Development Coordinators is for work completed in both winter and summer intersessions.

Cooperative Work Experience: It is assumed that the instructor/ coordinator will spend an average of 3-1/2 hours per work experience student per semester for supervising, locating work experience stations, and completing the necessary paperwork. The factor of "3- 1/2" is used to multiply the lab rate (Group 1, Step 1, Hourly Salary Schedule) for each work experience student assigned to the instructor/coordinator on an overload basis.

ADDITIONAL CONSIDERATIONS

The specific stipends and reassigned time listed in Appendix D, E, and F of the Agreement will be annually reviewed by the District and the Association. All reassigned time, whether contractual or non-contractual, must be negotiated for or agreed upon in consultation with the Association. Administration has the right to grant temporary one-year reassigned time without consulting the Association.

Unless otherwise stated, each reassigned time position is for one (1) faculty member. If two or more faculty members are sharing the position, the reassigned time and stipend must be split according to workload responsibilities.

Approved June 16, 2026 by the Board of Trustees

Base Days - 176

Rev 07/2026

APPENDIX G

RIVERSIDE COMMUNITY COLLEGE DISTRICT SALARY SCHEDULE FOR EARLY CHILDHOOD DEVELOPMENT CENTER EMPLOYEES

Effective July 1, 2026

ANNUAL SALARY

POSITION	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Pre-School Assistant Teacher	1	37,921	39,818	41,821	43,908	46,102
Pre-School Associate Teacher	2	48,405	50,815	53,361	56,044	58,837
Pre-School Teacher	3	61,759	64,845	68,070	71,481	75,053
Early Childhood Master Teacher	4	75,411	79,174	83,155	87,330	91,713
Site Supervisor	5	94,805	99,543	104,530	109,737	115,233
Program Director	6	122,000	134,187	147,566	162,321	178,570

HOURLY RATE

POSITION	RANGE	1	2	3	4	5
Pre-School Assistant Teacher	1	19.43	20.40	21.42	22.49	23.62
Pre-School Associate Teacher	2	24.80	26.03	27.34	28.71	30.14
Pre-School Teacher	3	31.64	33.22	34.87	36.62	38.45
Early Childhood Master Teacher	4	38.63	40.56	42.60	44.74	46.98
Site Supervisor	5	48.57	51.00	53.55	56.22	59.03
Program Director	6	62.50	68.74	75.60	83.16	91.48

Persons employed in the positions listed on the Childhood Development salary schedule must meet the state required minimum qualifications as set forth herein, and any additional job related qualifications as prescribed by the District.

Initial Placement: New employees shall be placed on Step 1 of the salary schedule. Higher step placement up to a maximum of Step 3 may be granted upon the recommendation of the Director, Human Resources. Such exception must be based upon exemplary experience and training.

Advancement in Step: Advancement from Step 1 to Step 2 and advancement from Step 2 to Step 3 shall require 2 semesters of service to the District in the respective position.

Advancement from Step 3 to Step 4 shall require three years of service to the District.

Advancement from Step 4 to Step 5 shall require four years of service to the District.

Approved June 16, 2026 by the Board of Trustees
Base days - 244
Rev. 07/2026

APPENDIX H

PAY-PER-COURSE PROGRAM FOR ASSOCIATE FACULTY

- A. Associate faculty will receive compensation for each course they teach, regardless of holidays or the number of weeks in the semester/intersession. Associate faculty will also be paid one (1) additional hour for each unit of the course(s) to compensate for non-regularly scheduled time in contact with students and other professional activities required. By way of example, an associate faculty member teaching a 3-unit course will be expected to assist students or engage in professional activities for 3 hours during the semester/intersession in addition to assigned instructional time. This requirement is not part of the associate faculty member's scheduled teaching assignment.

- B. Associate faculty will sign a Semester/Intersession Tentative Assignment form and receive compensation in the following manner for each course taught:

Number of hours for the basic course (1 lecture unit = 18 hours; 1 laboratory/activity/performance unit = 54 hours) multiplied by the associate faculty member's hourly salary (Faculty Hourly Salary Schedule plus one (1) additional hour for each unit of the course for non-regularly scheduled professional time at the lab rate for Column 1, Step 1 of the Faculty Hourly Salary Schedule (Appendix B).

For those courses where the relationship of units and hours is not consistent with the standard formula (1 lecture units = 18 hours; 1 laboratory/ activity/performance unit = 54 hours), the associate faculty will receive compensation for any additional hours, worked at their hourly rate. An example of such a course is PHP-V25A Women's Varsity Soccer, 2.00 units with 180 activity hours.

- C. If any of the courses taught by the associate faculty member are cancelled or reassigned under provisions outlined in the Agreement between the District and the Association, the associate faculty member will receive their hourly salary pursuant to the Faculty Hourly Salary Schedule for time actually spent in classroom contact with the students enrolled in the course(s). Associate faculty will receive compensation for the additional hours of student contact and other professional time only if the faculty member has a semester/session teaching assignment.
- D. To be eligible for the pay-per-course program, the associate faculty member must be the instructor of record for a course carrying at least 1.0 unit or have a teaching assignment for a course equivalent to at least 1.0 unit. A course of less than 1.0 unit will be paid at the regular hourly rate.
- E. Full-time faculty, classified personnel with teaching assignments, and administrators with teaching assignments as overloads will receive the lecture unit compensation stated above, but are not eligible for the additional hours of student contact and other professional time. Deductions in pay for absences for which there is no leave entitlement will be based on the Faculty Hourly Salary Schedule. Substitutes will be paid from the Faculty Hourly Salary Schedule.
- F. Full-Time Faculty teach 30 units as a full workload per academic year. Each unit is 18 hours of work.

Regarding the selection of salary schedule points for comparison, the parties agree that Step 1, Column 3, of the Associate Faculty salary schedule is equivalent to Step 1, Column 4 of the Full-Time Faculty salary schedule.

Therefore, the parties agree that the Associate Faculty Salary Parity Goal is defined as 75% of the Full-Time Faculty Salary hourly rate at Step 1, Column 4 as compared to Associate Faculty Salary rate at Step 1, Column 3.

Formula for Parity Goal Hourly Rate:

Full-Time Faculty Salary Step 1, Column 4 * 75% = A

A/30 units/18 hours = Associate Faculty Parity Goal Hourly Rate

Formula for Achievement level of Parity Goal:

Goal Rate/Associate Hourly Rate at Step 1, Column 3 = % of Parity Goal

APPENDIX I

Riverside Community College District 2026-2027 ACADEMIC CALENDAR

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* June 4 - Day classes meet as usual. Late afternoon and evening classes meet on Friday for final exams.

** June 11 - Morning and early afternoon final exams and evening Commencement.

* June 4 - Day classes meet as usual. Late afternoon and evening classes meet on Friday for final exams.
** June 11 - Morning and early afternoon final exams and evening Commencement.

2026-2027 DATES TO REMEMBER

Summer Session

June 22 - July 30

June 22..... Day and Evening Classes Begin
June 27..... Weekend Classes Begin
July 3..... Holiday Observance
July 26..... Weekend Classes End
July 30..... Day and Evening Classes End

Winter Session

January 4 - February 11

January 1Holiday
January 4Day and Evening Classes Begin
January 9Weekend Classes Begin
January 18Holiday
February 7Weekend Classes End
February 11Day and Evening Classes End

Fall Semester

August 24 - December 18

August 18	Required Day for New Faculty
August 19, 20, 21	FLEX Days
August 24	Classes Begin
August 29	Weekend Classes Begin
September 7	Holiday
November 11	Holiday
November 23, 24, 25, 27, 28, 29	Classes Not in Session
November 26	Holiday
December 12-18	Final Exams
December 13	Weekend Classes End
December 18	Full Term Classes End
December 25	Holiday

Spring Semester

February 16 - June 11

February 5	FLEX Day
February 12, 15	Holiday
February 13, 14 ...	No Saturday/Sunday Classes
February 16	Classes Begin
February 20	Weekend Classes Begin
March 31.....	Holiday
April 12-18	Spring Break (no classes)
May 31	Holiday
June 4-11	Final Exams
June 6	Weekend Classes End
June 11	Full-Term Classes End
June 11.....	Commencement and Final Exams

Riverside Community College District

2027-2028 ACADEMIC CALENDAR



2027-2028 DATES TO REMEMBER

Summer Session

June 21 - July 29

June 21..... Day and Evening Classes Begin
June 26..... Weekend Classes Begin
July 5..... Holiday Observance
July 25..... Weekend Classes End
July 29..... Day and Evening Classes End

Winter Session

January 3 - February 10

January 3 Day and Evening Classes Begin
January 8 Weekend Classes Begin
January 17 Holiday
February 6 Weekend Classes End
February 10 Day and Evening Classes End

Fall Semester

August 23 - December 17

August 17	Required Day for New Faculty
August 18, 19, 20	FLEX Days
August 23	Classes Begin
August 28	Weekend Classes Begin
September 6	Holiday
November 11	Holiday
November 22, 23, 24, 26, 27, 28	Classes Not in Session
November 25	Holiday
December 11-17	Final Exams
December 12	Weekend Classes End
December 17	Full Term Classes End
December 24, 31	Holiday Observance

Spring Semester

February 14 - June 9

February 11	FLEX Day
February 14	Classes Begin
February 18, 21	Holiday
February 19, 20	No Saturday/Sunday Classes
February 26	Weekend Classes Begin
March 31	Holiday
April 10-16	Spring Break (no classes)
May 29	Holiday
June 2-9	Final Exams
June 4	Weekend Classes End
June 9	Full-Term Classes End
June 9	Commencement and Final Exams