## **AGREEMENT**

## between

# RIVERSIDE COMMUNITY COLLEGE DISTRICT

## and

## RIVERSIDE COMMUNITY COLLEGE DISTRICT FACULTY ASSOCIATION CCA/CTA/NEA



2015-2018

## TABLE OF CONTENTS

		Page
Agreement		2
Signature Page		3
Article I	Recognition	4
Article II	Notice	6
Article III	Management Rights	7
Article IV	Association Rights	9
Article V	Association Membership and Payroll Deduction	12
Article VI	Non-Discrimination	13
Article VII	Salaries	14
Article VIII	Fringe Benefits	15
Article IX	Calendar	16
Article X	Hours of Work and Faculty Load	17
Article XI	Improvement of Instruction and Tenure Review	28
Article XII	Personnel Files	38
Article XIII	Leaves	40
Article XIV	Safety Conditions of Employment	53
Article XV	Reduced Teaching Service Program	54
Article XVI	Transfers	56
Article XVII	Grievance Procedure	58
Article XVIII	Effect of Agreement	61
Article XIX	No Strike/No Lockout	62
Article XX	Miscellaneous	63
Article XXI	Intersessions	69
Article XXII	Load Banking	74
Article XXIII	Duration And Termination	76

## ARTICLE XI – IMPROVEMENT OF INSTRUCTION AND TENURE REVIEW

#### A. Purpose of Evaluation

Given that the primary mission of each college and the District is to promote student learning, achievement, and success, 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 life of the institution, focusing on evaluation for the purposes of continuous improvement is foundational to the life of teaching and learning.

In this article, full-time faculty is described as contract faculty (non-tenure track and tenure-track) and regular (tenured).

- The purpose of the evaluation procedure set forth in this article is to assess the performance of the College faculty, with emphasis on the strengthening of instruction and pedagogy to make recommendations toward continued employment.
- 2. 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 he/she was hired (as specified in the job announcement), to assess and advise the contract faculty member of his/her professional strengths and areas needing improvement, and to make reasonable efforts to encourage and aid him/her 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 announcement, 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.
- 3. For regular faculty, the purpose of evaluation is to strengthen the instructional skills and professional contributions of the faculty member.
- 4. For part-time faculty, the purpose of evaluation is to assess the professional performance of the part-time faculty, to advise the faculty member of his/her professional strengths and weaknesses, and to ensure that the part-time faculty member is teaching the course in a manner consistent with the official course outlines of record and with the standards of the discipline and/or department.

#### B. Frequency of Evaluation

- 1. 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.
- 2. Every regular faculty member shall be evaluated once every three (3) years, usually in the spring semester.
- 3. Every part-time 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 a part-time faculty member and is assigned a class at a second college in the District within this cycle, that college shall have the right to evaluate the part-time faculty member in the first semester at that college. The evaluation at the second college shall reset the cycle. When a part-time 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.
- 4. If a part-time 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 part-time faculty member shall be evaluated consistent with the process for a newly hired part-time faculty member.
- 5. Categorically funded faculty shall be evaluated during the first semester of hire and once every three (3) years thereafter, usually in the fall semester in a manner consistent with the evaluation process for contract faculty. Participation in the evaluation cycle does not obligate the District to rehire or grant tenure to faculty who are categorically funded.

#### C Evaluation Procedures

#### 1. 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 his/her contract non-renewed. The committee shall consist of three (3) tenured faculty in the contract faculty member's discipline (or closely related discipline

FTE of their annual load. Those who teach part of their yearly assignment during the intersessions shall prorate their required office hours (.2000 = 1 hour). A faculty member may elect to hold one (1) virtual office hour, which should be listed on his or her TA as a regularly scheduled office hour.

#### J. Part-time Faculty

- Part-time faculty are employed on a semester-by-semester basis (with no contract implications), at the discretion of the District. Those parttime faculty who have performed satisfactory service to the District may, in most instances, receive tentative assignments over new parttime applicants if part-time assignments are available in their area of qualification.
- 2. Part-time faculty may not exceed 0.6700 in any term (fall, winter, spring, summer) and may not exceed 1.34 in an academic year (fall and spring semesters) subject to interpretation of the California Education Code and Title 5 Regulations. Service as a substitute on a day-to-day basis and service in professional ancillary activities including, but not necessarily limited to, governance, staff development, grant writing, and advising student organizations shall not be considered part of part-time faculty load in accordance with Education Code 87482.5.
- 3. The District honors its commitment to part-time faculty. After the start of a semester, if a part-time 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 Faculty Association, the part-time faculty member shall be compensated for the hours that he/she 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 part-time 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 part-time 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 part-time 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.

#### K 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.

#### L. 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, part-time faculty shall be notified of assignments at least six (6) weeks in advance.

#### M 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.

#### N. 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).

### O. Overload Assignments

 Full-time faculty members shall be limited to a maximum overload of 0.6700 FTE per term. Classes suitable for overload assignment shall be made available to qualified full-time faculty before being offered to part-time faculty. A full-time faculty member may only replace a parttime faculty member for an overload assignment prior to the first day of class. All instructional and/or faculty duties (including counseling,