

BCFA

COLLECTIVE

BARGAINING

AGREEMENT

2020-2023

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AGREEMENT

1. The Articles and Provisions herein constitute a bilateral and binding agreement ("Agreement" or "Contract") by and between the Barstow Community College District ("District") and the Barstow College Faculty Association ("Association" or "BCFA"), an affiliate of CTA/NEA.
2. This Agreement is entered into pursuant to Chapter 10.7 Sections 3540-3549 of the Government Code of this State.
3. This Agreement shall become effective on July 1, 2020 and shall continue in effect through June 30, 2023.

4. Agreed to by the Barstow College Faculty Association on _____, 2022 attested by the signature of the BCFA President.

Beverly Ranney

Signature

10/06/2022

Date

5. Agreed to by the Barstow Community College District by vote of the Board of Trustees on September 21, 2022, attested by the signature of the District President.

Eva Bagg

Eva Bagg (Oct 7, 2022 06:22 PDT)

Signature

10/07/2022

Date

ARTICLE 1

RECOGNITION

1. The District recognizes the Association as the sole and exclusive representative and shall include all full- and part-time regular and contract academic employees (hereinafter called "Faculty/Faculty Member") employed by the District, excluding all management, supervisory, and confidential employees.

ARTICLE 2

NOTICE

Whenever provision is made in this Agreement for the giving, service, or delivery of any notice, statement or other instrument, the same shall be deemed to have been duly given, served, or delivered either upon personal delivery (and receipt signature) or by emailing the same to their college-issued email on file.

Either party may change the email address to which notice shall be given by a notice sent in accordance with the provisions in this article.

ARTICLE 3

DISTRICT RIGHTS

- 3.** It is agreed that the District retains all of its authority to direct and manage to the full extent of the law except as expressly limited by the specific provisions of this Agreement.

ARTICLE 4

ASSOCIATION RIGHTS

4.1 FACILITIES: To the extent permitted by law, the Association and its representatives shall have the free use of college equipment and facilities, subject to the priorities of educational use and student use, for Association business. The BCFA shall bear the cost of all supplies incidental to any BCFA meeting or BCFA business conducted on campus.

4.2 COMMUNICATION:

4.2.1 Bulletin Boards: To the extent permitted by law, the Association shall have the use of a District designated bulletin board in the instructional complexes, faculty mail room, staff lounge, and the dining area.

4.2.2 Mailboxes (Physical and Electronic): To the extent permitted by law, the Association shall have the right to use the college email system, mail distribution services and the mailboxes for Association communications. The Association shall package and label materials for convenient handling according to the normal specifications of the campus, which shall be communicated upon request by BCFA. The author or sponsor shall appear on all materials sent through the campus mail service or email system by BCFA, together with a designated authorization by the Association President.

4.2.2.1 A copy of BCFA material posted on the District designated bulletin board and Association material intended for general distribution to faculty unit employees through the campus mail services shall be provided to the District President prior to being posted or distributed. The Association should exercise responsibility for the content of such material.

4.2.2.2 The Association agrees not to post or distribute material which is derogatory or defamatory of the District or its personnel. The Association further agrees not to use the District funds, services, supplies, or equipment for the purpose of urging the support or defeat of any ballot measure or candidate, including, but not limited to, any candidate for election to the governing board of the district.

4.2.3 Reproduction Services: The Association may use the reproduction services, subject to institutional priorities, on an at-cost-basis.

4.2.4 Barstow College Directory: The District will furnish all faculty members a directory every semester. The directory will be published as soon as possible after the first week of every term.

4.3 RIGHT OF ACCESS:

4.3.1 Duly authorized Association representatives may conduct official Association business on campus, with individual employees at any time other than during the individual employee's instructional classroom hours, office hours, contractual obligations, and professional duties.

4.3.2 New Employee Orientation/Onboarding:

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

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

4.3.3 New Hire Information Packet: The District shall include the Association membership application and materials (and an Association provided link for an electronic application where applicable) in any employee orientations/onboarding packet of District materials that is provided to any newly hired employee. The Association shall provide the copies of any the 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 the orientations/onboarding.

4.4 ASSOCIATION PRESENTATIONS AT BOARD MEETINGS: The Association representative shall have the right of input during discussion on any Board agenda item directly related to Association interests. On all other matters, the Association shall retain the rights to participate in public meetings that are consistent with Board Policy 2345.

4.5 BARGAINING UNIT INFORMATION:

4.5.1 Board Agendas: The District shall provide the Association, within the posting timelines required under the Brown Act prior to each meeting of the Board of Trustees, a copy of the complete Board agenda.

4.5.2 Copies of District Reports: The District shall, upon request, furnish the Association with two copies of all District, County and State reports as soon as the reports are transmitted to the District, County, or State, and all copies of all budgetary and other information compiled as soon as they become available to either the Board or the Administration.

4.5.3 Contact Information: The District shall provide the Association with contact information for unit members as an editable electronic list of the following information, with each field in its own column, for all bargaining unit members within five (5) days of the last payroll date of September, January, and May as follows:

- a. First Name;
- b. Middle initial;
- c. Last name;
- d. Suffix (e.g., Jr., III);
- e. Preferred name;
- f. Job Title;
- g. Department;
- h. Primary worksite name;
- i. Work telephone number;

- j. Work Extension;
- k. Home Street addresses (incl. apartment #);
- l. Mailing address (if different);
- m. City;
- n. State;
- o. ZIP Code (5 or 9 digits);
- p. Home telephone number (10 digits) (if available);
- q. Personal cellular telephone number (10 digits) (if available);
- r. Personal email address of the employee (if available);
- s. Hire date.

In lieu of providing the information above in the form of a list, the District may meet this obligation by providing the Association access to a secure electronic site within which the above information is available. Personal contact information restricted under Government Code Section 6254.3 may be withheld upon an employee's written request to maintain the privacy of such information.

- 4.5.4** The District shall provide the Association with a list of the names and information described in Article 4.5.3 above for all newly hired full-time and part-time employees within the bargaining unit within five (5) days of the last payroll of the month in which they were hired.

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

4.6 PROFESSIONAL DUES AND PAYROLL DEDUCTIONS:

- 4.6.1** The Association will notify the District of new members and upon such notice, the District will initiate payroll deductions for those employees in the next payroll cycle. The District shall deduct dues for all members in accordance with the Association’s submitted schedule of dues unless and until the Association provides notice to the District of a change in the dues assessed. Such change shall be implemented in the next payroll cycle.

4.6.1.1 The Association shall provide the District written notice of every employee who submits a written revocation of authorization. The revocation will be implemented in the next payroll cycle if the information is received in the Payroll Office by the 10th of the month. Any resulting reimbursement owed to the employee shall be the responsibility of the Association.

4.6.1.2 Unit member requests to cancel or change authorizations for payroll deductions for employee organizations shall be directed to the Association rather than to the District. The Association shall be responsible for processing these requests and informing the District. The District shall rely on the information provided by the Association regarding whether deductions for membership dues were properly canceled or changed.

- 4.6.1.3** Pursuant to such authorization, the District shall deduct one-tenth of such dues from the regular salary check of the unit member each month for ten (10) months. Deductions for faculty members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year. Such authorization shall continue in effect from year to year unless revoked in writing by the Association.
- 4.6.2** With respect to all sums deducted by the District pursuant to Section 4.6.1 for membership dues, the District agrees to promptly remit such monies to the Association, accompanied by an alphabetical list of faculty members for whom such deductions have been made and indicating any changes in personnel from the list previously furnished. There shall be no charge to the Association for such deductions.
- 4.6.3** The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.
- 4.6.4** (a) The Association agrees to defend, indemnify and hold harmless the District against legal action by any unit member challenging the legality of this Article or its implementation. The Association shall have the exclusive right to decide and determine whether any claim, liability suit or judgment made or brought against the District or Association because of such action shall or shall not be compromised, resisted, defended, tried, or appealed.
- (b) The District, immediately upon receipt of notice of such legal action against it, the Association, or both of them, shall inform the Association of such action, provide the Association with information and pertinent documents necessary for the Association's defense or settlement of such action and cooperate with the Association in defense of such action.
- 4.6.5** Upon appropriate written authorization from the Faculty Members, the District shall deduct from the salary of that Faculty Member and make appropriate remittance for annuities, credit union, savings bonds, or any other plans or programs approved by the District.
- 4.7** The District will consult on budget development decisions, through BCFA participation on the Budget and Finance Committee, prior to the Board of Trustees adopting the annual budget.

ARTICLE 5
NEGOTIATIONS

- 5.1** Upon satisfaction of the public notice requirement and not later than sixty (60) days following submission of the proposal of either party, negotiations shall commence on a successor agreement at a mutually acceptable time and place.
- 5.2** The Association shall be provided reasonable release time for a reasonable number of representatives to participate in negotiations and impasse proceedings.
- 5.3** Either party may utilize the services of an outside consultant to assist in the meet-and-negotiate process with five (5) days' notice to the other party.
- 5.4** The District agrees to furnish the Association, upon request, copies of documents that are considered public records under California law and are relevant to the bargaining process. Likewise, the Association agrees to furnish the District, upon request, copies of documents that are relevant to the bargaining process.
- 5.5** Within thirty (30) days after reaching agreement, the Association shall submit the Agreement to its membership for ratification. The District shall submit the Agreement to the Board of Trustees for approval within forty-five (45) days after reaching agreement.

ARTICLE 6

NONDISCRIMINATION

6.1 CONFORMITY TO LAW: Neither the District nor the Association shall discriminate against any unit member on the basis of race or ethnicity, ancestry, color, creed, age, national origin, political affiliation, religion, domicile, marital status, physical or mental disability, medical condition, genetic information, sex, sexual orientation, gender, gender identity or expression, membership in any employee organization, or participation in the activities of any employee organization with respect to matters pertaining to employment.

6.2 EQUAL EMPLOYMENT OPPORTUNITY (EEO) AND DIVERSITY: The Board of Trustees has adopted an Equal Employment Opportunity and Diversity Plan. The Association shall have the right to consultation where any proposal for modification or addition to this plan may affect the members of the Association.

The Equal Employment Opportunity and Diversity Officer shall meet and confer, upon request, with the Executive Committee of the Association on EEO and diversity matters that might affect the faculty, including but not limited to, applicant pool diversity and faculty recruitment practices.

6.3 This Article shall not be subject to the Article 13 Grievance Procedure.

ARTICLE 7

HOURS, TERMS, AND CONDITIONS OF EMPLOYMENT

7.1 ANNUAL REQUIREMENT:

7.1.1 Days of Service in Academic Year:

7.1.1.1 The assignment of days of service for instructional faculty for each academic year shall be one-hundred and seventy-six (176).

7.1.1.2 Non-Instructional Faculty:

7.1.1.2.1 The Athletic Director, Articulation Officer, Librarian, and counselors are assigned to a one-hundred and seventy-six (176) day contract during the academic calendar year.

7.1.1.2.2 District may add up to eighteen (18) days or 10% to the contract of the Athletic Director, Articulation Officer, Librarian, and counselors at the unit member's per diem rate outside the academic calendar. Full time unit members will be scheduled at this per diem rate prior to part-time unit members.

7.1.1.2.3 The Athletic Director, Articulation Officer, Librarian, and counselors may be employed at the adjunct rate during non-contract periods, after the additional eighteen (18) days have been assigned.

7.1.2 Annual Professional Duties and Responsibilities:

Professional duties of all full-time faculty may include, but are not limited to:

7.1.2.1 In-service: Participation in annual in-service training is mandatory. The date of in-service is set by the District Calendar Committee. In-service program is set by mutual agreement between the District and Academic Senate.

7.1.2.2 District Meetings: The District may call up to fourteen (14) mandatory faculty meetings a year. Attendance is mandatory unless the absence is District-approved.

7.1.2.3 Commencement: Full-time faculty shall participate in at least one annual commencement ceremony at their primary worksite in consultation with the Dean. Part-time faculty may voluntarily participate in annual commencement ceremonies.

If required, academic regalia will be provided by the District for faculty at no cost to the faculty member.

7.1.2.4 At the beginning of each semester, the full-time instructor shall prepare and submit a proposed schedule of office hours to the appropriate administrator for approval. Such approval shall not be unreasonably withheld. The Academic Affairs Office shall maintain the approved

schedule of office hours of each instructor, and the instructor shall post the approved office hours on his/her office door.

7.2 WEEKLY PROFESSIONAL DUTIES AND RESPONSIBILITIES – INSTRUCTIONAL FACULTY:

7.2.1 Full-time instructors are employed for a basic work week averaging forty (40) hours.

7.2.2 Weekly responsibilities vary depending on the assignment.

7.2.2.1 Full-time instructional faculty may be assigned scheduled classes, laboratories, professional development, and college service, and shall engage in preparation and conduct office hours to comprise a forty (40) hour work week.

7.2.2.2 Full-time instructional faculty are generally expected to be present on campus for thirty (30) hours a week, including a minimum of two (2) hours per day on the days that they teach classes. Exceptions may be made with the approval of the Vice-President of Instruction or designee(s).

7.2.2.3 Full-time instructional faculty with reassigned time in lieu of scheduled classes or laboratories shall engage in teaching, preparation, and office hours on a modified basis as outlined in Appendix D. College service and professional development responsibilities are unaffected by reassigned time and remain the responsibility of the faculty member.

7.2.2.4 Meetings of the Faculty Association are outside of duty hours.

7.2.3 Regular Load: As part of the forty (40) hour workweek, a full-time instructional faculty load shall be thirty (30) standard lecture hours (SLH) per academic year, with the general expectation of 15 SLH per semester. These hours are calculated as a full hour (1.00) of lecture or lab.

7.2.4 Preparation and Faculty Responsibilities: Full-time instructional faculty are expected to devote 18 hours a week: preparing learning activities such as lecture, demonstrations, case studies, and other active learning activities; laboratory investigations and research opportunities, inquiry exercises, and simulations; assessment preparation, grading, and research appropriate software and classroom technology, instructional technology, and other supplemental learning activities; Guided Pathways work, and analysis; student and program learning outcomes design, assessment, and analysis; routine course reviews and program reviews; curriculum design and development; and course development.

7.2.5 Office Hours: As part of the forty (40) hour workweek, instructional faculty shall maintain at least five (5) office hours per week. The purpose of office hours is to meet the needs of the students, potential students, and the needs of the educational program of the College.

7.2.5.1 Office Hours shall be scheduled throughout the week in increments of thirty minutes or greater and in proportion to modality of assignment. Exceptions may be granted by the appropriate Vice-President.

- 7.2.5.2** At the beginning of each semester, the full-time instructor shall prepare and submit a proposed schedule of office hours to the appropriate administrator for approval. Such approval shall not be unreasonably withheld. The Academic Affairs Office shall maintain the approved schedule of office hours of each instructor, and the instructor shall post the approved office hours on the office door, online, and in the syllabus.
- 7.2.6** Professional Development: Faculty members may attend District-approved professional conventions, workshops, or similar trainings. Requests must be made in advance as practical.
- 7.2.7** College Service: College service includes an average of two (2) hours per week of the following:
- 7.2.7.1** Committee Work: Service on the Academic Senate is considered committee work. Committee work will be equitably distributed by the Academic Senate and BCFA and completed by full-time unit members.
 - 7.2.7.2** Club Advisory Work: Club Advisory work is college service unless a stipend is offered.
 - 7.2.7.3** Advisory Boards: Career and Technical Education (CTE) faculty must participate in annual advisory boards arranged in consultation with the Dean of Instruction, Workforce and Economic Development.
 - 7.2.7.4** Community Outreach: Faculty may participate in District-approved community outreach events, such as job fairs, high school articulation, in-person visit to middle school and high school classrooms, Desert Heritage Writing Contest, volunteering for local non-profit organizations, and science fairs.
 - 7.2.7.5** Evaluations: Service on Full-Time and Part-Time evaluation committees within the limitations outlined in Article 12.
 - 7.2.7.6** Work-based Learning Opportunities: Supporting the development of work-based learning opportunities for students.
- 7.2.8** New Preparations:
- 7.2.8.1** A new preparation is defined as a course of instruction which the instructor has not taught in two (2) or more years.
 - 7.2.8.2** Instructors will be given one term's notice of assignment to a new preparation.
 - 7.2.8.3** If it becomes necessary to assign one or more new preparations without one term's notice, the instructor so assigned will be relieved of all other non-teaching District assignments for the term in which that course of instruction is offered.
- 7.2.9** ITV Classes:
- 7.2.9.1** Interactive Video/Audio ("ITV") classes are those in which the identical

class is offered at two separate locations simultaneously.

7.2.9.2 No additional remuneration is offered for ITV classes.

7.2.9.3 ITV classes will have a combined maximum enrollment capacity of forty-five (45) students.

7.2.10 Online: District-approved training shall be required of all faculty prior to teaching online. Instructors who do not have this training shall not be deemed competent to teach online until such requirements are met.

7.2.11 Instructional Faculty Authority: The instructional faculty have authority and responsibility for the following:

7.2.11.1 Assessing students' achievement of approved course objectives and student learning outcomes.

7.2.11.2 Assigning grades to students and maintaining a record of the basis of such grades for up to two (2) years after the course has ended.

7.2.11.3 Dropping students from class for non-attendance.

7.2.11.4 Determining appropriate student assignments.

7.2.11.5 Determining appropriate instructional techniques and aids.

7.2.11.6 Providing students with syllabi and course objectives.

7.2.11.7 Providing the Vice President of Academic Affairs with a copy of the syllabi each semester.

7.2.11.8 Removing students from the classroom for good cause pursuant to Education Code Sections 76032-76033, District Board Policy 5500, and Administrative Procedure 5520.

7.2.13 Final Exams: For eighteen (18) week classes, the last week of the semester is final exam week. The normal class and office hours schedule will be followed, but no District meetings will be scheduled.

For nine (9) week classes, the week prior to fall break and the week prior to spring break is final exam week. The normal class and office hours schedule will be followed. Every effort will be made to schedule committee meetings around the exam schedule. If scheduling conflicts exist, unit members on committees may vote in absentia, send a proxy in their place to the committee meeting, or will be excused from participation in District meetings during final exam week.

7.3 WEEKLY PROFESSIONAL DUTIES AND RESPONSIBILITIES – NON-INSTRUCTIONAL:

7.3.1 Full-time non-instructional faculty shall work for forty (40) hours a week or eight (8) hours a day per contract day.

7.3.2 Full-time non-instructional faculty are generally expected to be present on

campus for forty (40) hours a week. Exceptions may be made with the approval of the appropriate Vice-President or designee(s).

7.3.3 Counseling Faculty:

7.3.3.1 Full-time counseling faculty without reassigned time shall engage in direct student contact, preparation, professional development, and college service to comprise a forty (40) hour work week. Such work shall be distributed as: thirty (30) hours direct student contact, five (5) hours preparation and faculty responsibilities, three (3) hours of professional development, and two (2) hours of college service.

7.3.3.2 Full-time counseling faculty with reassigned time shall engage in direct student contact hours and preparation hours on a modified basis as outlined in Appendix D. College service and professional development responsibilities are unaffected by reassigned time and remain the responsibility of the faculty member.

7.3.3.3 Counselors will be given the opportunity to provide input regarding their individual schedule with the Dean of Counseling.

7.3.3.4 Direct Student Contact: Counselors will perform thirty (30) hours of direct student contact and/or other counseling duties as assigned by the Dean of Counseling. Other counseling duties may include but are not limited to, departmental meetings, program coordination, service area outcomes design, assessment, and analysis; and review of the effectiveness of counseling programs.

7.3.3.5 Counselors may be assigned to teach courses as overload. This assignment is made by the mutual agreement of the Dean of Counseling and the faculty member.

7.3.4 Librarians:

7.3.4.1 Full-time librarians without reassigned time shall engage in activities directly related to the job description, professional development, and college service to comprise a forty (40) hour work week. Such work shall be distributed as: thirty (30) hours direct library assignment, five (5) hours preparation and faculty responsibilities, three (3) hours of professional development, and two (2) hours of college service.

7.3.4.2 Full-time librarians with reassigned time shall engage in direct library hours and preparation hours on a modified basis as outlined in Appendix D. College service and professional development responsibilities are unaffected by reassigned time and remain the responsibility of the faculty member.

7.3.4.3 Librarians will be given the opportunity to provide input regarding their individual schedule with the Dean of Instruction.

7.3.5 Athletic Director: The full-time Athletic Director has a split assignment not to exceed 70% a week of athletic director responsibilities, with the remainder to consist of instructional activities, including two (2) hours college service, and three

(3) hours of professional development. The Athletic Director reports directly to the Vice President of Student Services for athletic duties and to the Dean of Instruction for instructional duties.

7.3.6 Articulation Officer: The Articulation Officer is responsible for the articulation of courses and programs. During 2020-2021, this requires a minimum of 40 hours a week of work. Beginning in the Fall of 2021, a full-time Articulation Officer shall have a split assignment not to exceed 70% a week of articulation officer responsibilities, with any remainder to consist of counseling/classroom duties. The Articulation Officer reports directly to the Vice President of Student Services.

7.4 ASSIGNMENTS, OVERLOAD, UNDERLOAD, INDEPENDENT STUDIES, AND WORK EXPERIENCE:

7.4.1 Assignments:

7.4.1.1 When a class assigned to be taught by a full-time unit member is canceled due to low enrollment, the faculty member's teaching load will be adjusted by assignment to another class or by load adjustment in subsequent three (3) semesters, which may include Summer Session in consultation with the unit member. It shall be the responsibility of the District to carry out the provisions of this policy in the best interest of the college.

7.4.1.2 In order to ensure that full-time unit members meet their primary commitment to the District, the administrator, in consultation with the faculty member, shall create a schedule that includes teaching and other professional obligations, as defined in this Article, meets the needs of the students and satisfies the fiscal and operational responsibilities of the District. BCFA and/or the Academic Senate shall notify the appropriate Vice-President of all faculty participating in committees and release-time positions no later than the last day of the preceding semesters.

7.4.2 Overload and Underload:

7.4.2.1 Overload shall be paid when the Instructor's load exceeds 15 equated hours on a semester basis.

7.4.2.2 Overload pay will be based on 1 SLH per classroom or lab hour.

7.4.2.3 Overload will be paid as required by Section 87822 of the Education Code which states in relevant part that "the district shall pay the employee within 10 days after the end of each calendar month or pay period during which the services are performed."

7.4.2.4 Overload assignments shall not exceed 20 SLH annually, unless an exception is approved by the relevant Vice President.

7.4.2.5 When an instructor's completed assignment results in a residual underload, that underload shall be carried over and brought up to the norm through excess assignments above the 15 SLH semester load within three semesters per Article 7.4.1.1.

7.4.2.5.1 It is the District's responsibility to offer additional overload or

additional assignments to make up the underload.

7.4.2.5.2 If the employee refuses any offered overload or additional assignments and there remains a residual underload after three semesters, the unit member will reimburse the District. In this instance, the remuneration will be computed at the pro-rata contract rate. Repayment shall be made by the unit member to the District within the next (4th) semester. In instances of an underload, assignments that were compensated as overload in the Fall semester shall not count towards the calculation of annual load or the subsequent making up of an underload.

7.4.2.6 The District will make every reasonable effort to schedule classes during the regular year or summer to make up the underload prior to the passage of three semesters or retirement. The District may also, with the mutual agreement of the unit member, make non-classroom professional assignments to satisfy any underload.

7.4.2.7 The District shall retain all rights for collection should a faculty member separate while still having an outstanding underload.

7.4.3 Independent Studies: Independent study is offered at the discretion of the District to meet a student need that the regularly scheduled courses does not address. A unit member may decline this assignment as a condition of meeting an under-load. The load factor shall be .20 of the SLH for the first student plus .05 for each additional student enrolled in the section.

E.g.: If there are 7 students:

1st Student:	$0.2 \times 3 \text{ (SLH)} = 0.6$
Students 2-7:	$.05 \times 6 \text{ (students enrolled)} = 0.3$
Total:	$0.6 + 0.3 = 0.9 \text{ Load Factor}$

7.4.4 Work Experience: Instructors in work-experience courses are required to meet with students once a month and to visit their off-campus work sites twice a term. Meetings and visits are to be reported to the VPAA monthly. The chief loading variable is the number of students involved. Each student shall count as .093 of a teaching load. Total load shall not exceed sixty-five (65) students.

7.5 ASSIGNMENTS:

7.5.1 Evening And Weekend Assignments: As an institution which attracts students of many ages and circumstances, Barstow College offers courses from 7 a.m. to 10 p.m. Monday through Thursdays and 7 a.m. through 5 p.m. on Fridays and Saturdays. Students attend classes during this time; therefore, instructors are assigned classes in the evening and weekend program, as well as in the day program.

7.5.1.1 All assignments will fall into one continuous eight (8) hour block or into two blocks of at least two (2) hours each, not to exceed an eight (8) hour block.

7.5.1.2 Turn-around time will not be less than eleven (11) hours. Turn-around time for instructors assigned off-campus evening courses shall not be less

than twelve hours (12) hours.

7.5.1.3 Full-time Instructors may be assigned no more than two evenings per week per term with exceptions noted in 7.5.1.5.

7.5.1.4 Equity between early and late evening assignments will be maintained over a two (2) year period.

7.5.1.5 Instructors may agree to accept more than two evenings per week per term and/or less than eleven hours turn-around time.

7.5.1.6 This article applies only to District assignments of full-time load and does not include overload classes.

7.5.1.7 Exceptions, for this section and subsections, may be made when a full-time instructor has an underload.

7.5.1.8 Full-time instructors assigned classes on five (5) consecutive days of the week shall not be assigned Friday night or weekend classes. Full-time instructors may be assigned no more than one Friday night or weekend class in any one (1) year period, unless a unit member specifically agrees to said assignment.

7.5.2 *Ft. Irwin* Assignments: Assignment of faculty to Ft. Irwin lies within the District right of assignment, except as modified herein.

7.5.2.1 Any full-time instructor or counselor may volunteer for Ft. Irwin assignment on a regular load basis. Full-time instructors and counselors may be assigned to work off-campus without volunteering once every four semesters.

7.5.2.2 Unit members that are assigned to Ft. Irwin will receive a \$44.00 stipend per assigned workday if the member does not live on base or otherwise work on base in another non-District work capacity. Unit members who live on base or otherwise work on base in another non-District work capacity shall not receive a stipend for being assigned to Ft. Irwin as their primary place of employment.

7.6 CLASS SIZE:

7.6.1 Each Discipline shall strive to maintain an average of 35 students at census as the District efficiency goal.

7.6.2 Enrollment in live classes shall not exceed room capacity set by the Fire Department or work station capacity. Online enrollments shall be capped at forty-five (45) except as follows:

a. COMM 1 courses are capped at thirty-five (35). However, COMM 1 and COMM 5 sections offered online are capped at thirty (30).

b. ASTR 1 sections offered online are capped at thirty-five (35).

c. BIOL 2, 4, 5, 8, 20A, and 20B sections offered online are capped at thirty

(30).

- d. CHEM 1, 1A, 1B, 2A, 2B, 3A, 3B, and 10 sections offered online are capped at thirty (30).
- e. GEOL 1L and all PHSC sections offered online are capped at thirty (30).
- f. PHYS 2A and 2B sections offered online are capped at thirty (30).
- g. ALL COSM sections offered online with synchronous instruction are capped at thirty (30).
- h. The maximum class size for the English composition classes 1A, 1C and 50X will be twenty-seven (27) regardless of modality.

7.6.3 Large Class Assignments: Large class sections have an enrollment of more than the maximum scheduled capacity of the course. The following conditions apply:

7.6.3.1 Large class sections must be scheduled by the dean.

7.6.3.2 Consent of the faculty member is required.

7.6.3.3 Large class compensation will be calculated on census day using the following formula: For sections with a 3 SLH load and enrollment forty-six (46) to sixty (60), and for every increment of fifteen (15) thereafter (for example, 61-75), one (1) additional SLH according to the appropriate salary schedule shall be assigned to the faculty member's workload.

For sections with additional SLH load, an additional 0.33 load will be added. For example, for sections with a 4 SLH load and enrollment beyond the maximum capacity in appropriate increments, 1.3 additional SLH shall be assigned to the faculty member's workload for each increment. See Appendix E.

Large class compensation will be calculated at census and will be paid no later than the next payroll after the necessary paperwork has been signed by the faculty member in equal amounts through the remainder of the term in which it is earned.

7.6.3.4 Sections with a maximum capacity of less than forty-five (45) students will utilize a factor of one-third (1/3) of the maximum capacity. Example: Sections with a maximum capacity of 30 would utilize an increment of ten (10) and sections with a maximum capacity of twenty-seven (27) would utilize an increment of nine (9).

7.6.3.5 During Fall and Spring semesters, full-time faculty will be paid at the overload rate.

7.6.3.6 During the Summer session, all faculty will be paid at the part-time rate.

7.6.3.7 Large class compensation will not apply to the 20 SLH overload limit.

7.6.4 Class Size Guidelines:

7.6.4.1 Classes with less than 78% capacity the Monday before the class is scheduled to begin are subject to cancellation for low enrollment unless a variance is granted.

7.6.4.2 Variances:

7.6.4.2.1 When late registration may add sufficiently to the enrollment.

7.6.4.2.2 When the class is an advanced course in a sequence and is required for the program of study.

7.6.4.2.3 Where the class launches a newly developed program (newly developed is defined as within the last two (2) academic years).

7.6.4.2.4 Where the class is the only option for the student to fulfill the requirement.

7.6.4.2.5 Where the course, as part of the two (2) year master schedule, is only offered once.

7.6.4.2.6 Where conditions or safety of facility size dictate smaller enrollments as reflected on the Course Outline of Record.

7.6.4.2.7 Off-campus classes designed to meet the needs of special interest groups.

7.6.4.2.8 Classes that the District deem would be of benefit to students.

7.7 Protective Attire: Protective attire and devices for laboratory and shop courses shall be provided and maintained at District expense. In addition to items provided by the District, employees working in these areas are to wear closed toe shoes, long sleeve shirts and long pants for additional protection. The instructor is responsible for monitoring the condition and availability of all such devices for him/herself and students, reporting substandard conditions, and requisitioning repairs and/or replacements.

7.8 Release/Reassigned Time:

7.8.1 Academic Senate: The President of the Academic Senate will receive 50% reassigned time.

7.8.2 Other Assignments:

7.8.2.1 The Curriculum Committee Chair will receive 50% reassigned time.

7.8.2.2 The Outcomes Assessment Coordinator will receive 40% reassigned time.

7.8.2.3 Subject to the reimbursement requirements of Education Code Section 87768.5, the BCFA President shall be granted release time without loss of compensation in an amount determined each semester by the Association. Reimbursement of the full amount of the prorate compensation paid for such release time, including retirement

contributions and benefits, shall be made by BCFA within ten (10) days of receipt by the BCFA President.

This release/reassigned time can be converted to overload compensation with the mutual consent of the unit member and the District.

7.9 Summer School Compensation: For all unit members, summer session will be compensated at the current adjunct rate in effect.

7.10 Intellectual Property Rights and Right to Claim Copyright:

7.10.1 Works made for hire prepared by an employee within the scope of employment are deemed to have been prepared by and belong to the District for copyright and intellectual property purposes.

7.10.2 Intellectual property rights and the right to claim copyright apply to all materials created by a unit member belongs to the unit member when such material was created on the unit member's own time outside of the contracted workweek, the project was not commissioned by the District, no payment, stipend, or release time was made, and no District resources were granted to the unit member for this purpose.

7.10.3 Responsibility for registration of copyright lies with the owner of the copyright.

7.10.4 Royalty distribution rights parallel ownership in copyright.

7.10.4.1 Unit members with full copyright ownership retain full royalty distribution rights.

7.10.4.2 The District with full copyright ownership retains full royalty distribution rights.

7.10.5 If the District and unit member(s) agree to share copyright ownership, royalty distribution rights will be as follows:

7.10.5.1 All agreements shall be in writing.

7.10.5.2 One hundred percent of royalties or other profits will be distributed to reimburse the District and/or unit member(s) for documented expenses of creation and production of the material until all such documented expenses are completely reimbursed.

7.10.5.3 The remainder of any royalties or other profits will be distributed 50% to the District and 50% to the unit member(s) who share copyright.

ARTICLE 8

SALARY

8.1 GENERAL PROVISIONS:

8.1.1 The Board retains the final authority to specify the salary of new positions and to determine the credit to be awarded for placement on an existing salary schedule.

8.1.2 Any faculty member's misstatement of fact material to the determination of salary shall be considered grounds for dismissal.

8.1.3 These regulations shall be uniformly applied to all applicants.

8.1.4 Short-Term Substitute and Certificated Proctoring Rate:

8.1.4.1 When an instructor is absent from a class, if the classroom material presented meets the syllabus/course outline and time requirement for the specific course, the substitutes shall be paid at the appropriate part-time faculty hourly rate. The appropriate administrator and the instructor of record will determine whether such service is substituting or proctoring.

8.1.4.2 Proctoring shall be paid at .5 of the appropriate part-time faculty hourly rate.

8.1.4.3 In accordance with District policy, all absences must be reported on the appropriate form, including the name of the substitute or proctor. If the instructor is unable to find a substitute or proctor, given sufficient notice, the District will endeavor to do so.

8.1.5 Community Outreach: When faculty are directed to participate in District-approved events on weekends or holidays, they will be paid at the current overload rate. If participation in the event is during the workweek, no additional compensation beyond mileage will be provided. Such participation shall not exceed four hours per semester without mutual agreement between the unit member and the District.

8.1.6 Summer School Compensation: For all unit members, summer session will be compensated at the current part-time rate in effect.

8.1.7 Additional Special Compensation:

8.1.7.1 The District may request that a Unit Member fulfill a special project assignment through the Faculty Compensation Form, which will include the duties and deliverables of the assignment, the compensation, and the duration of the assignment. The compensation will be at the current part-time hourly rate.

The Faculty Compensation Form shall be presented to the Unit Member with a copy to BCFA President or designee for review and feedback.

8.1.7.2 A faculty member's signature on the Faculty Compensation Form represents acceptance of the assignment. A final copy will be given to the BCFA President or designee.

8.2 SALARY FOR FULL TIME FACULTY:

8.2.1 Base salary for full-time unit members, including instructors, counselors and librarians, shall be in accord with the appropriate Salary Schedules in Appendix A, attached hereto and included by reference.

8.2.1.1 For 2020-2021, full-time faculty employed on the date of ratification of this Agreement will receive a one-time off-schedule payment equivalent to 1.0% of their base salary for 2020-2021. This will be included in payroll within forty-five (45) calendar days of ratification.

8.2.1.2 For 2021-2022, each cell of the salary schedules for full-time faculty (Appendix A) employed on the date of ratification of this Agreement will be increased by 2% on schedule effective July 1, 2021. This will be included in payroll within forty-five (45) calendar days of ratification.

8.2.1.3 For 2022-2023, each cell of the salary schedule for full-time faculty (Appendix A) will be increased by 2% on schedule effective July 1, 2022.

8.2.1.4 An annual stipend for \$1,250 will be paid for a second Master's degree in an area and/or subject which differs from the area and/or subject of the first Master's degree for faculty who are employed as of October 20, 2014. Faculty employed after October 20, 2014 are not eligible for this stipend.

8.2.1.5 Overload compensation for full-time faculty shall be at the rate of \$43.00 per hour.

8.2.2 Placement Criteria of Full-Time Faculty:

8.2.2.1 Salary Placement: Placement of an individual faculty on the salary schedule shall be the responsibility of the Human Resources Office. Initial placement will be reviewed within 120 days of the date of hire by the Vice President of Human Resources or designee in consultation with the BCFA President or designee, and the individual faculty.

8.2.2.2 Previous Occupational Experience: Documented work experience in occupations related to the individual unit member's specialization will be considered on a 1:1 ratio in initial salary placement.

8.2.2.3 Previous Academic Experience: Documented teaching, counseling, or librarian experience will be utilized in a 1:1 ratio in initial salary placement. Prior experience must be from accredited preK-12 or post-secondary work.

8.2.2.4 Placement Maximum: The District Superintendent-President is authorized to credit, for placement on the salary schedule, past service of an applicant for employment in this District up to a maximum of eleven years.

8.2.2.5 Only degrees and units from institutions of higher education accredited by the following Regional Accreditation Associations are accepted for placement or movement:

1. Middle State Association of College and Secondary Schools (MSA);
2. New England Association of College and Secondary Schools (NEA);
3. North Central Association of Colleges and Secondary Schools (NCA) or its successor NCA-HLC;
4. Northwest Association of Secondary and Higher Schools (NWA);
5. Southern Association of College and Schools (SACS);
6. Western Association of Schools and Colleges (WASC).

8.2.3 Movement on the Salary Schedule of Full-Time Faculty:

8.2.3.1 All units must be upper division or graduate level with the following exceptions:

8.2.3.1.1 Occupational faculty placed on Column A of the salary schedule.

8.2.3.1.2 Demonstrated benefit to the College within a retraining goal approved by the Superintendent-President.

8.2.3.2 Units in addition to those required for the degree, used for placement and advancement on the salary schedule, must have been completed after date of completion of degree required for initial placement. Related units completed before date of completion of degree may be considered.

8.2.3.3 Units earned in a foreign country will be evaluated on an individual basis. Evaluation of foreign transcripts does not constitute certification of accreditation of the foreign institution.

8.3 PART-TIME FACULTY:

8.3.1 A temporary part-time faculty member serves in an academic position reaching 67% or less of the normal course teaching load per semester of a full-time instructor with comparable course duties, or one who serves as an academic counselor or librarian at 67% or less of the normal full-time load of a full-time counselor or librarian with comparable duties.

8.3.2 Parity Pay Statement: In years that funding is provided by the State, State-provided parity funds shall be paid off-schedule and shall be prorated to all part-time classroom unit members based on an accounting of paid instructional hours worked during the fiscal year, excluding other ancillary activities.

8.3.3 Salary for Part-Time Faculty and Summer Work:

8.3.3.1 Part-time faculty are eligible for up to 67% of a semester load assignment of a full-time faculty member. Such loads include teaching, counseling, and librarian assignments.

8.3.3.2 Starting August 17, 2020, the part-time and summer faculty rate of pay will be \$57.00 per hour. This will be included in payroll within 45 calendar days of ratification.

Starting August 16, 2021, the part-time and summer faculty rate of pay will be \$58.00 per hour. This will be included in payroll within 45 calendar days of ratification.

Starting the first day of Fall semester of 2022, the part-time and summer faculty rate of pay will be \$60.00 per hour.

8.4 ADVANCEMENT OR DIVERSIFICATION OPPORTUNITIES: Administrative and or full-time faculty vacancies which represent opportunities for professional advancement or diversification shall be made known to all unit members so that they may apply for such positions.

If an instructor obtains the minimum qualifications for a discipline(s) other than those for which he/she/they was originally hired, the instructor may teach in the new disciplines only with the approval of the District.

8.5 MILEAGE: Faculty members who are directed by the District to travel to any off-campus location (excluding regular assignments at Ft. Irwin) shall be recompensed at the IRS mileage rate for travel to and from their assignment location to the off-campus location; or the District will provide a vehicle.

ARTICLE 9

HEALTH AND WELFARE BENEFITS

9.1 EMPLOYEE AND DEPENDENT INSURANCE COVERAGE: The District agrees to provide a health and welfare package for medical, dental, and vision insurance for each bargaining unit member and their dependents, and life insurance and income protection for each unit member.

9.1.1 For full-time unit members (i.e., more than thirty (30) hours per week per the ACA), the District will contribute up to a maximum of \$17,600 annually towards each unit member's medical, dental, and vision premiums. The District will also pay the premiums for life insurance, and income protection.

9.1.2 A full-time temporary faculty member employed for more than thirty (30) hours per week (per the Affordable Care Act) during a given semester will be entitled to full-time paid faculty benefits for that semester according to the Full-time Academic Salary Schedule. (Appendix A).

9.1.3 Regular and contract employees working less than thirty (30) hours per the ACA, except for unit members who are working under a Reduced Teaching Service Workload Program, have the option to receive prorated benefits, if offered.

9.2 Part-time faculty who have obtained preferred rehire status and have taught or served an average of at least 40% of a full-time faculty load for the past (2) two academic semesters (Fall and Spring) may apply for and shall be entitled to reimbursement of up to one-half (50%) of the maximum District contribution stated in Article 9.1.1 for the ensuing academic year. The average shall be calculated annually at the start of the Fall semester based upon a look-back at the Fall and Spring of the prior academic year. Unit members who had health insurance benefits for 2020-2021 but taught less than an average of 40% will be permitted to continue to receive health care benefits with the District on a pro rata basis for 2021-2022 only. Faculty who receive paid benefits from other employers shall only be entitled to reimbursement for the unpaid portion of their premiums up to the maximum District contribution.

The District will establish the application form and reimbursement procedure and will post it on the Human Resources website.

Reimbursement forms must be submitted by the last day of the semester in which reimbursement is being requested. Reimbursement for fall requests will be paid in February and reimbursement requests for spring will be paid in July.

9.3 If an H.S.A. Plan is available the District will first pay the actual cost of the deductible, not to exceed \$1,500 annually for single coverage or \$3,000 for family coverage, into a health savings account for the employee as part of the annual maximum contribution.

9.3.1 In the first year that a unit member selects an HSA plan, the District will first pay the actual cost of the deductible, not to exceed \$3,600 annually for single coverage or \$7,200 for family coverage, into a health savings account for the employee as part of the annual maximum contribution.

9.3.2 Money placed in a unit member's health savings account shall be subject to the

laws and regulations regarding expenditures and carry-overs for health savings plans.

- 9.4** The bargaining unit and District will adhere to all carrier guidelines during the term of this agreement.
- 9.5** **COST SAVINGS SUBCOMMITTEE:** Upon ratification of the collective bargaining agreement, the District and BCFA shall continue the medical costs and savings subcommittee of the Health and Welfare Benefits committee. BCFA shall appoint not less than two representatives to the subcommittee.
- 9.6** **ADDITIONAL OPTIONS:** Should the bargaining unit wish to add additional medical, dental, and vision insurance options to the insurance package currently in place, bargaining unit members will pay the additional costs.

ARTICLE 10

CALENDAR AND HOLIDAYS

- 10.1 CALENDAR DAYS:** The annual calendar for all unit members shall not exceed one-hundred and seventy-six (176) days, including In-Service, preparation, or other work days.
- 10.2 CALENDAR PARAMETERS:** For instructional faculty, the academic calendar is defined as starting on the first day of Fall semester (In-Service) and ending on the last day of the following spring semester (Commencement).

For non-instructional faculty, the academic calendar is from August 1 through May 31. These days shall be scheduled in accordance with Article 7.

The annual calendar will be set by the District, consistent with the parameters described below:

- 10.2.1** A break of at least two (2) weeks shall be scheduled over the winter holidays and shall include both Christmas Day and New Year's Day.
- 10.2.2** At least one (1) week without work days will be scheduled between semesters.
- 10.2.3** A one (1) week fall break shall be scheduled between the nine-week sessions.
- 10.2.4** One week spring break shall be scheduled between the two nine-week sessions.
- 10.2.5** Besides these negotiated parameters, the District will further consult on the annual academic calendar through BCFA participation on the Academic Calendar committee, prior to the Board of Trustees approving the calendar.
- 10.2.6** Final exams will be administered during the last week of the term.
- 10.3 HOLIDAYS:** Holidays shall be set in accord with the Education Code, plus such additional days or part-days as may be declared by the Board of Trustees, the Governor of the State, or the President of the United States.

ARTICLE 11

LEAVES

11.1 SICK LEAVE:

- 11.1.1** District Rights: The Board of Trustees reserves the right to specify within the limits of statute, the manner of verifying the legitimacy of leave taken.
- 11.1.2** Amount of Leave: Academic employees employed full-time within the District are entitled to one day of sick leave for each month of contract service. Part-time academic employees shall accrue illness leave on a pro-rata basis per Education Code Section 87781. Sick days may be utilized in half-day increments. For example, if an employee attends a scheduled class or office hours in the morning but is absent from his or her class or office hours in the afternoon, he/she/they will be charged with one half-day of sick leave. Or, if an employee attends a scheduled class or office hours in the afternoon, but is absent from his or her class or office hours in the evening, he/she/they will be charged with one half-day of sick leave. However, if an employee is absent from the only class or office hours scheduled on a day, he/she/they will be charged for the full day. Employees who are scheduled on campus by the hour, such as counselors and librarians, may utilize sick leave on an hourly basis.
- 11.1.3** Overtime hours and summer employment for full-time and part-time academic staff will generate additional sick leave on a pro-rata base.
- 11.1.4** Unused sick leave shall be cumulative from year to year.
- 11.1.5** Extended Leave: In accordance with Education Code Sections 87780 and 87786, when an academic employee has exhausted his or her sick leave and continues to be absent from work because of illness or accident for a period of five (5) school months or less, whether or not the absence arises out of or in the course of the employment, the employee shall receive the greater of the following: (1) 50% of his or her regular salary during the period of absence; or (2) the difference between what the employee would have received during the period of absence, and the amount that was actually received by a substitute employee during his or her absence or, if no substitute is employed, the amount that would have been paid to a substitute employee according to the District salary schedule for part-time and temporary employees.
- 11.1.6** Physician's Statement: Employees absent for more than five (5) consecutive days will be required to submit a physician's statement or that of a person authorized by any well-recognized church or denomination to treat people stating the reason for absence and whether or not the employee can perform all assigned duties.
- 11.1.7** Fitness for Duty: Unit members may be placed off work and/or required to submit to medical examinations, at the District's expense, at the discretion of the District. This section shall apply in cases where the unit member's documented behavior or performance on the job indicate a lack of physical or mental capacity to adequately perform required duties. Where the unit member may be directed off work and/or to undergo a medical examination, he/she/they shall be granted paid administrative leave until the unit member is declared fit for duty and returns to

work. If the unit member is not declared fit for duty, the unit member may take any accumulated sick leave or extended leave per Article 11.1.5.

11.1.8 Records: The personnel records of this District shall show the attendance of each employee and such days as the employee may be absent for reason of illness, accident, or other cause. A record shall be maintained of the unused sick leave days accumulated by each employee.

11.1.9 Abuses: Misuse of leave shall be considered grounds to discipline employees up to and including discharge (Educ. Code § 87764, 87780-82).

11.1.10 Reason For Sick Leave: Sick Leave may be used for: (1) the diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee; and (2) reason of the birth of a child of the employee, or the placement of a child with an employee in connection with the adoption or foster care of the child by the employee not to exceed 12 workweeks as set forth in Article 11, Section 11.4. Up to one-half of an employee's annual sick leave accrual may also be used for any of the following reasons:

- Diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee's family member;
- For an employee who is a victim of domestic violence, sexual assault, or stalking, the purposes described in Labor Code sections 230(c) and 230.1(a);
- For personal necessity as set forth in Article 11, Section 11.6;

"Family member" is defined as a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis without regard to age or dependency status; a biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or the person who stood in loco parentis when the employee was a minor child; a spouse; a registered domestic partner; a grandparent; a grandchild; or a sibling.

Faculty members are to take all reasonable measures to schedule medical and dental appointments outside normal scheduled working hours.

11.2 INDUSTRIAL ACCIDENT OR ILLNESS LEAVE: Allowable leaves for industrial accident or illness shall be for a maximum of sixty (60) days for each accident in any one fiscal year during which school is required to be in session, or when the employee would otherwise have been performing work for the District.

11.2.1 Limitations:

11.2.1.1 Allowable leave shall not be accumulated from year to year.

11.2.1.2 Allowable leave shall commence on the first day of absence.

11.2.1.3 Payment for monthly salary lost while the employee is on industrial accident or illness leave shall not, when added to a temporary

disability indemnity payment granted the employee under Workman's Compensation laws, exceed the normal monthly salary.

11.2.1.4 Industrial accident or illness leave will be reduced by one day for each day of authorized absence, regardless of a temporary disability indemnity award.

11.2.1.5 When an industrial accident or illness occurs at a time when the full sixty days will overlap into the next fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the illness or injury occurred for the same illness or injury.

11.2.2 Extended Leave: If the sixty-day leave of absence is exhausted and the employee is not medically able to return to work, he/she/they shall then be entitled to the provisions of Education Code Sections 87780, 87781 and 87786. If the employee continues to receive temporary disability indemnity, it will result in a payment to him or her of not more than his or her full salary.

11.2.2.1 District Compensation: The employee shall endorse to the District the temporary disability indemnity checks on account of his or her industrial accident or illness if during any pay period he/she/they receives full and regular pay from the District.

11.2.2.2 Doctor's Certification: Employees requesting or claiming leave of absence for industrial accident or illness are required to provide doctor's certification that the employee is medically unfit to return to work. Payment shall not be made unless certification is on file with the District. (Educ. Code § 87787).

11.3 PREGNANCY DISABILITY LEAVE:

11.3.1 Pursuant to Education Code Section 87766, the District shall provide for leave of absence from duty for any academic employee of the district who is required to be absent from duties because of pregnancy, miscarriage, childbirth, and recovery there from. 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 and the employee's physician.

11.3.1.1 An employee shall report her condition to her supervisor and indicate her plans if she intends to request a leave of absence other than that of temporary disability due to pregnancy, miscarriage, childbirth or recovery there from. Such notification shall occur within a reasonable period of time prior to the employee's first date of leave so that substitute services may be arranged and the educational program suffers the least interruption.

11.3.2 Disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery there from 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.

11.3.2.1 An employee shall report her disability to her supervisor as soon as

possible so that substitute services may be arranged and the educational program suffers the least interruption.

11.3.2.2 When requesting disability leave lasting longer than five (5) days related to pregnancy, an employee shall provide written documentation from her physician that she is disabled due to pregnancy under the same procedure as Article 11.1.6.

11.3.3 Except as provided herein, written and underwritten employment policies and practices of a community college district shall be applied to disability due to pregnancy or childbirth on the same terms and conditions applied to other temporary disabilities.

11.3.4 This section shall be construed as requiring the Governing Board to grant leave with pay only when it is necessary to do so in order that leaves of absence for disabilities caused or contributed to by pregnancy, miscarriage, or childbirth be treated the same as leaves for illness, injury, or disability.

11.3.5 Extended Leave of Absence: An employee who wishes to be absent from her position before she is disabled by pregnancy, miscarriage, childbirth, or recovery there from, or beyond the termination of such disability or both, may request such leave in accordance with Board policy on extended leaves of absence. (Educ. Code § 87766/Lab. Code § 1420.2)

11.4 PARENTAL LEAVE (EDUCATION CODE SECTION 87780.1):

11.4.1 Purpose: A unit member may use his or her accrued sick leave, or when exhausted, any available differential paid leave, for leave taken for the reason of the birth of a child of the unit member or the placement of a child with an employee in connection with the adoption or foster care of the child by the employee.

11.4.2 Eligibility: Unit members whose initial date of hire is at least twelve (12) months prior to taking parental leave. Unit members are not required to have worked a minimum of 1,250 hours in the twelve (12) months prior to the leave in order to be eligible for paid parental leave.

11.4.3 Use: Parental leave must be taken within twelve (12) months of the date of birth/placement of the child. The twelve (12) workweeks do not have to be taken consecutively. The twelve (12) weeks are workweeks, so if an employee is scheduled to work four days a week, they are entitled to twelve (12) four (4) day weeks of leave.

11.4.4 Maximum Duration: Parental leave shall run concurrently with any Family Medical Leave taken for the same purpose. A unit member shall not be entitled to more than twelve (12) workweeks of parental leave in any twelve (12) month period, paid or unpaid.

11.4.5 Compensation: Unit members are entitled to utilize all accumulated sick leave for the purposes of parental leave. When a unit member has exhausted all available sick leave, they shall receive the greater of the following: (1) 50% of his or her regular salary during the period of absence; or (2) the difference between what the employee would have received during the period of absence, and the

amount that was actually received by a substitute employee during his or her absence or, if no substitute is employed, the amount that would have been paid to a substitute employee according to the District salary schedule for parttime and temporary employees for the remaining portion of the twelve (12) workweek period of parental leave.

11.5 FAMILY AND MEDICAL LEAVE:

11.5.1 Family and medical leave will be granted in compliance with current law. Family and medical leave is granted under federal law by the Family and Medical Leave Act (FMLA) and state law by the Moore-Brown-Roberti Family Rights Act (CFRA). Employees with at least twelve (12) months of service and at least 1,250 hours of service during the previous twelve (12) months have the right to take up to twelve (12) weeks of unpaid leave during any twelve (12) month period for family care and medical leave, which includes the following:

- Leave for reason of the birth of a child of the employee, the placement of a child with an employee in connection with the adoption or foster care of the child by the employee, or the serious health condition of a child of the employee. Both parents have the same right to take this leave.
- Leave to care for a parent or a spouse who has a serious health condition.
- Leave because of an employee's own serious health condition that makes the employee unable to perform the functions of the position of that employee, except for leave taken for disability on account of pregnancy, childbirth, or related medical conditions.

Specific information may be obtained from the Human Resources Office.

11.5.2 During a Family Leave, a faculty member will continue to receive the same District-paid medical benefits as prior to the leave.

11.6 PERSONAL NECESSITY LEAVE: The Board shall, in accordance with the law and pursuant to the provisions of the policy, provide for an employee's absence for personal necessity while charging such absence to sick leave.

11.6.1 Limits: The Board reserves the right to specify within the limits of statute and judicial precedent, the manner of proof of personal necessity, the type of situations in which such leave will be permitted and the number of sick days which may be used in any school year for personal necessity leave.

11.6.1.1 The total number of days used for personal necessity leave in any school year may not exceed six (6).

11.6.1.2 Request for personal necessity leave shall be made as soon as the employee becomes aware of the need for the leave to his/her immediate supervisor. Requests for personal necessity leave shall be provided by submission of a completed request for personal necessity leave form.

11.6.2 Exceptions to Advanced Notice: Advance permission is not required in the following situations specified by law:

11.6.2.1 Death or serious illness of a member of his/her immediate family; or,

11.6.2.2 Accident involving his/her person or property, or the person or property of a member of his/her immediate family.

11.6.3 Reason for Leave: Personal necessity may be taken for the following reasons:

11.6.3.1 Serious illness of a member of the employee's immediate family;

11.6.3.2 Accident involving the employee's person or property;

11.6.3.3 Accident involving the person or property of a member of the employee's immediate family.

11.6.3.4 Death of a member of the employee's immediate family for the time requested in excess of that specified in Article 11.8 – Bereavement Leave.

11.6.3.5 Weather or other conditions such as fire, snow, flooding or fog that prevents the employee from reporting to work due to road closure.

11.6.3.6 Other personal necessities or extraordinary events or circumstances, provided that under no circumstances shall leave be available solely for purposes of personal conveniences, for the extension of a holiday or vacation period, for matters which can be taken care of outside of work hours, for a job interview for a position outside of the District, or for recreational activities.

11.6.3.7 Employees shall certify on the completed request for personal necessity leave form that he/she/they shall be taking leave pursuant to the reasons specified herein. If the District suspects abuse of this provision, the Superintendent/President or designee may require verification of the personal necessity or extraordinary event or circumstance.

11.6.4 Compensation: Compensation for personal necessity leave shall be in accordance with the applicable provisions of the sick leave policy of this Board. (Educ. Code § 87784).

11.7 EXCEPTION: The Board reserves the right to grant leaves of absence, for the purposes not otherwise covered by Board policy, when, in the judgment of the District President, such action will be mutually beneficial to the employee and the college.

11.7.1 Personal Business Leave:

A unit member shall be entitled to five (5) days leave each school year for personal reasons subject to the following conditions:

11.7.1.1 This leave shall not be used for purposes of convenience for matters that can be taken care of outside of the normal work hours;

11.7.1.2 This leave must be taken in full hour increments and shall be limited to three (3) percent of the total number of unit members on any given date;

11.7.1.3 Unit members seeking this leave must file a written request stating the reasons for the request with the chief instructional officer for approval by the Superintendent/President one week in advance of such leave;

11.7.1.4 If the person applying for leave arranges for a substitute acceptable to the chief instructional officer the established substitute teacher daily rate will be paid to that person.

11.8 BEREAVEMENT LEAVE: Every person employed by this community college district in a position requiring minimum qualifications is entitled to a leave of absence, not to exceed three (3) days, or five (5) days if out-of-state travel is required, on account of the death of any member of his/her immediate family. No deduction shall be made from the salary of such employee nor shall such leave be deducted from leave granted by other sections of this code or the governing board may enlarge the benefits of this section and may expand the class of relatives listed below as members of the immediate family. Members of the immediate family, as used for this section, means the mother, father, grandmother, grandfather, or a grandchild of the employee, or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister of the employee, any individual listed in Article 11.1.11, or any relative living in the immediate household of the employee. An employee may also use available personal necessity leave and personal business leave to extend the bereavement leave set forth above.

11.9 COURT DUTY:

11.9.1 Judicial and Official Appearance Leave shall be granted for purposes of regularly called jury duty, appearance as a witness in court other than as a litigant, or to respond to an official order from another government jurisdiction for reasons not brought about through the initiation of the faculty member.

11.9.2 Jury Duty: A leave of absence without loss of salary shall be granted to a faculty member who is officially called to jury duty. Juror's fees, exclusive of mileage, received by the faculty member shall be deposited to the credit of the District.

11.9.3 Court Appearances: For any necessary court or agency appearances, the faculty member may use available personal necessity leave. However, if any court or agency appearance is required of a faculty member by the District, it shall be made without loss of pay and without charge to any other accrued leave benefits.

11.10 MILITARY LEAVE: Academic employees who enter the military service of the United States in California are entitled to a military leave.

11.10.1 Continuity: Such absence does not affect classification and does not constitute a break in service. However, this absence does not count as part of the probationary period required as a condition precedent to classification as a permanent employee.

11.10.2 Reinstatement Rights: Within six (6) months after an employee honorably leaves the service or has been placed on inactive duty, he/she/they shall, subject to the provisions of the Education Code Section 87832, be entitled to return to the position held at the time of entrance into the service, at the salary to which he/she/they would have been entitled had he/she/they not absented

himself/herself from the District.

11.10.3 Compensation: Academic employees ordered into military service are entitled to one-tenth of the annual salary established for the position if one (1) year of service has been rendered to the District.

11.10.4 National Guard: Members of the National Guard are entitled to leave without regard to the length of their public service (Educ. Code § 87832).

11.11 UNCOMPENSATED LEAVE: It is the policy of the Board that leaves of absence without pay not to exceed once a year may be granted by the Board upon the recommendation of the District President. Such leaves shall benefit the school and students of the District and will normally be granted for a school year, July 1 through June 30.

11.11.1 Notice: If a person wishes to take a leave under this policy, a written request must be presented to the President's office at least four (4) months prior to the effective date of the leave whenever possible. It is a condition to the granting of an annual college year leave that the employee must notify the District in writing, not later than April 1, whether or not he/she/they intends to return the following fall. If no notification has been received by the District, the Board shall consider the instructor to have resigned his/her position.

11.11.2 Restrictions:

11.11.2.1 No leave shall be granted during the school year unless a satisfactory replacement can be obtained.

11.11.2.2 No salary increment shall be granted for time spent on annual leave. Upon his/her return to teaching, an employee's salary shall be one step higher than that received during his/her last full year of service.

11.11.2.3 A regular leave of absence may be granted only to those instructors who have achieved permanent status. Under extenuating circumstances and with the approval of the District President, the Board of Trustees may grant a regular leave to a probationary employee.

11.11.3 Exception: The Board reserves the right to grant additional leaves of absence for purposes not otherwise covered by Board Policy, when in the judgment of the Board such action will mutually benefit the employee and the College (Educ. Code § 87763).

11.12 PROFESSIONAL GROWTH LEAVE--SABBATICAL: Professional growth leaves may be granted for study and training, and for purposes deemed to be beneficial and in the best interest of the college district. Professional growth leave is a valuable means of furthering the educational growth of the staff, and is intended for this specific purpose. Plans setting forth the program of the applicant will accompany and be part of each letter of the application.

11.12.1 Benefit to the District: The Board of Trustees, upon the advice and recommendation of the Superintendent/President, may grant Professional Growth Leave to any academic employee who has qualified by submitting an

acceptable plan of proposed activity to be carried on during the leave, which will be of benefit to the college district, and employed at least six (6) consecutive years. Sabbatical leaves may be granted to an individual no more than once every six consecutive years.

11.12.2 Eligibility: An academic employee engaged in a full-time faculty assignment shall be eligible for a professional growth leave at any time it is deemed to be of benefit to the District.

11.12.3 Duration: Such leaves may be granted for any period of time deemed to be beneficial to the District. Professional growth leaves shall not be considered as an interruption in service to the District, and such time shall be computed for normal progression on the salary schedule.

11.12.4 Application Procedure: Application for professional growth leave, including plans, will be presented to the administration by February 1, preceding the school year in which the proposed leave is to begin. The District may waive this deadline if it is deemed to be in the best interests of the institution.

11.12.5 Other Requirements:

In order to be granted a professional leave, the academic employee must:

11.12.5.1 Render a period of service in the employ of the Board following his or her return from the leave of absence which is equal to twice the period of the leave;

11.12.5.2 Post a bond indemnifying the Board against loss in the event the employee fails to render the agreed upon period of service following return from the leave; and,

11.12.5.3 Sign the contract of agreement for the professional growth leave.

11.12.6 Exemptions: If the leave itself or the return to post-leave service is interrupted or prevented by a serious accident, illness, or death, the terms of the leave shall not be considered violated.

11.12.7 Stipend: Pay for the sabbatical-leave time shall be calculated at 50% of the rate at which the employee would have been paid had he/she/they continued in normal service for one (1) year, or 75% for one semester. However, if the leave is considered to be of considerable benefit to the District, as in the case of a training program or acquisition of knowledge or skills which shall benefit the program, the District may pay 100% of salary for the period of the leave, plus tuition, books and other necessary expenses as deemed appropriate by the District.

ARTICLE 12
EVALUATIONS

12.1 PURPOSE:

- 12.1.1** The purpose of the evaluation procedures set forth in this article is to assess the performance of instructional and non-instructional faculty, with emphasis on strengthening of instruction, counseling services, athletic services, articulation, and library services and making recommendations toward continued employment, and to advise the faculty member of his or her professional strengths and weaknesses, and to ensure that the faculty member is teaching the course or offering non-instructional services in a manner consistent with the official non-instructional services in a manner consistent with the official course outline of record and with the standard of the discipline and/or the department.
- 12.1.2** The District shares responsibility for the evaluation and assessment of performance of each faculty member with the faculty. Such responsibility shall be exercised in a manner consistent with the following procedural guidelines.
- 12.1.3** The District and BCFA agree to review the recommendations contained in the accreditation report to ensure continuing satisfactory levels of quality, integrity, and effectiveness consistent with the Commission standards and the District goals.
- 12.1.4** Evaluatees are encouraged to informally meet and discuss with fellow faculty and/or administrators to improve their teaching/service practices before, during, or after the evaluation process.

12.2 DEFINITIONS FOR PURPOSES OF EVALUATION:

- 12.2.1** “Academic year” means that period beginning on the first day of Fall semester, and ending on the last day of the following spring semester. (Educ. Code § 87601).
- 12.2.2** An “administrative evaluator” is an educational administrator assigned by the District to evaluate faculty and serve as the chair of the evaluation team.
- 12.2.3** An “evaluatee” means a faculty member that is undergoing the evaluation process.
- 12.2.4** An “evaluation report” includes self-evaluation, student evaluations, class observations, and an evaluation summary.
- 12.2.5** An “evaluation summary” is the collective, comprehensive summary prepared by the administrative evaluator with input from faculty observers and presented to evaluatee at the final evaluation meeting.
- 12.2.6** A “faculty observer” means a faculty member who is a member of the evaluation team for the purpose of providing peer feedback.
- 12.2.7** A “final evaluation meeting” is the meeting in which the evaluatee meets with the evaluation team to review the results of the observations.

- 12.2.8** An “input meeting” is the post-observation meeting in which the faculty observers and administrative evaluator share and review observations of the evaluatee and plan the information to be included in the final evaluation meeting.
- 12.2.9** An “observation” means a period of time during which a faculty observer or administrative evaluator observes an evaluatee performing assigned duties.
- 12.2.10** “Part of term” means six (6) week, nine (9) week, twelve (12) week, fourteen (14) week, or sixteen (16) week schedules in an eighteen (18) week semester.
- 12.2.11** “Part-time faculty” means a member of the bargaining unit who is hired on an hourly basis to work no more than 67% of a full-time faculty load under Education Code Section 87482.5.
- 12.2.12** A “pre-observation meeting” is where the evaluation team discusses the entire process and decides which members of the evaluation team will perform observations.
- 12.2.13** “Restricted-fund faculty” or “categorically funded faculty” means a member of the bargaining unit who is hired in programs and projects to perform services conducted under contract with public or private agencies, or other categorically funded projects of indeterminate duration in accordance with Education Code section 87470.
- 12.2.14** A "self-evaluation" means the faculty member to be evaluated will complete a written self- assessment.
- 12.2.15** “Temporary full-time faculty” means a member of the bargaining unit who is hired for a temporary basis in accordance with Education Code Sections 87480, 87481, 87482.
- 12.2.16** “Tenured” or “Regular” faculty means a member of the bargaining unit who is employed on a regular basis in accordance with Education Code Sections 87608(c), 87608.5(c), or 87609(a).
- 12.2.17** “Tenure-Track” or “Contract” or “Probationary” faculty means a probationary member of the bargaining unit on a tenure track who is employed on the basis of a contract in accordance with the provisions of Education Code Sections 87605, 87608(b), or 87608.5(b).

12.3 EVALUATION PROCESS FOR TENURE-TRACK FACULTY AND FULL-TIME TEMPORARY FACULTY:

12.3.1 Frequency:

- 12.3.1.1** Written evaluation and assessment of performance of tenure-track faculty and full-time temporary faculty shall take place at least once each academic year (Educ. Code § 87663). Evaluations for tenure-track faculty will occur only during the Fall Semester. However, contract faculty who start in the Spring Semester or are on leave or otherwise absent from the District at least 75% of the Fall Semester may be evaluated during the semester in which they begin

employment or return to work. An evaluation under this section does not impact the requirements for obtaining tenure under the Education Code.

12.3.1.2 The District is not required to conduct additional evaluations for an evaluatee who has been notified that he/she/they will not be recommended for further employment with the District.

12.3.2 Components and General Timelines: Components of the evaluation will include: 1) class observations, 2) student evaluations, and 3) self-evaluations. Student surveys, self-evaluations, and class/work site observations will be completed between 33%-75% of the course. For example, for classes that are a full semester length, the student surveys, self-evaluations, and class observations shall be completed between weeks six (6) and fourteen (14) of the semester. For courses scheduled for nine (9) weeks, observations will be done between weeks three (3) and seven (7) of the semester. Evaluation of performance in non-instructional duties, including counseling, librarian, articulation and athletic director shall be evaluated following the same process.

Evaluations shall be completed by the end of the semester in which they are initiated using the evaluation forms in Appendices E through G. The final evaluation form shall be summarized on the "Performance Evaluation Summary" form in Appendix H.

The entire evaluation, including the final written report and final review meeting with the evaluatee, must be completed by the last day of the semester in which it was initiated.

12.3.3 Committee Team Membership:

12.3.3.1 Membership:

12.3.3.1.1 To the extent practicable, the members of the evaluation team for full-time tenure-track faculty shall have the same members each year of the tenure process. The committee will be composed of the following members: an (who shall act as the Evaluation Team Committee Chair), and two (2) full-time tenured faculty members: one from the discipline in which the evaluatee teaches or serves, or if there are no other faculty in the discipline, in a closely related discipline; and one designated as the Academic Senate peer.

12.3.3.1.2 The two (2) faculty members shall be selected by mutual agreement between the District and the Academic Senate President in consultation with the evaluatee. If mutual agreement cannot be reached, the Academic Senate President shall select the Academic Senate Peer and the District shall select the peer from the evaluatee's discipline (or, if there are no other faculty in the discipline, from a closely related discipline).

12.3.3.1.3 Tenure-track faculty members shall not serve on

evaluation committee teams. This may be waived upon mutual agreement of the tenure-track faculty member, Academic Senate President, Faculty Association President, and appropriate Vice President.

12.3.3.1.4 Full-time tenured faculty will not serve on more than three (3) evaluation teams per semester (including both full-time and part-time faculty evaluations without consent of the faculty member. Full-time tenured faculty who conduct more than three (3) evaluations shall be paid a stipend of \$100.00 per additional evaluation.

12.3.3.2 Committee Team Membership Replacement:

12.3.3.2.1 If a faculty peer evaluation team member cannot complete any of their duties prior to 55% of the core term being complete, a replacement shall be selected, using the procedure in Art. 12.3.3.1.2.

12.3.3.2.2 If a faculty peer evaluation team member cannot complete any of their duties after 55% of the core term is complete, the evaluation committee shall proceed with two members.

12.3.3.2.3 If an evaluation faculty peer team member becomes unavailable for any reason during the tenure process and needs replaced as indicated above, a temporary replacement shall be selected by mutual agreement between the District and the Academic Senate President. If mutual agreement cannot be reached, the replacement for the Academic Senate Peer shall be selected by the Academic Senate President and the replacement from the evaluatee's discipline (or, if there are no other faculty in the discipline, from a closely related discipline) shall be selected by the District. If the absent member of the original committee returns within one (1) year or less, the original member will continue serving on the committee, replacing the temporary member. If the original committee member faculty member is unavailable for more than one (1) year, the temporary member will become permanent.

12.3.3.2.4 If, due to absence or illness, the administrator cannot complete any of their duties on the evaluation committee (including drafting the final written evaluation report), then the Vice-President or administrative designee will complete these duties.

12.3.4 Team Training:

12.3.4.1 At the beginning of each yearly evaluation cycle, all members of evaluation teams will take part in an evaluator training activity provided by human resources in consultation with the BCFA

President or designee. The training will be reviewed and attended by the BCFA and the Academic Senate Presidents or designees and all evaluation team members.

12.3.4.2 The training shall include: 1) Evaluation procedures; 2) evaluation timelines; 3) a review of the evaluation components and applicable criteria; and 4) training on Recognizing and Overcoming Implicit Bias.

12.3.4.3 Criteria for evaluation:

Criteria for evaluation: Evaluation team members shall base their evaluation of and recommendations for the evaluatee on the following criteria:

- Preparation and performance of primary job duties pursuant to Article 7
- Contributions to discipline and program
- Professionalism and Service to the college
- Responsibility and completion of job requirements
- Demonstration of cultural competence and responsiveness to diversity of students and staff
- Course syllabi (where applicable)

12.3.4.4 Review Grading Patterns (where applicable): The observers and the evaluating committee as a whole will review the instructor's grading patterns. Only distinct anomalies in individual grading patterns may be addressed. The evaluating committee will only consider those items in 12.3.3 and the documented observations using the appropriate forms.

12.3.4.5 Retention rates: (where applicable): Retention rates: To the extent available, assessment of retention rates will include data from census to the end of the evaluation period, and a comparison of retention rates over six prior semesters. With respect to retention factors, only rates which deviate significantly from faculty averages may be addressed.

12.3.4.6 Access to Materials (where applicable): The evaluation team shall have access to the following, before or at the beginning of the observed class:

- 1: A selection of the teaching materials used for the entirety of the class, including a sampling of handouts and assessments.
- 2: Course outlines.
- 3: Course syllabus.
- 4: Course textbook(s), required readings, laboratory manuals, and/or required media.

These shall be considered by the evaluator as part of the evaluation.

12.3.5 Pre-Observation Meeting:

12.3.5.1 The evaluation team will meet with the evaluatee in a pre-observation

meeting to discuss the entire process and to decide which evaluators will observe which classes or services. This pre-observation meeting must occur no later than by the fifth (5th) week of the Fall semester.

12.3.5.2 The purpose of the pre-observation meeting is to discuss, ascertain, and identify, the time and conditions of the observation, and the time of the final evaluation team meeting. The pre-observation meeting with evaluation team shall be held for each evaluatee individually.

12.3.5.3 Scheduled Observations: At the pre-observation meeting, each evaluating team member will schedule with the evaluatee the classes or services that will be observed. During the meeting, the evaluating team members will determine which team member observes which class, and when (date and time) the evaluator will observe the class. No evaluator will observe any classes or service without having scheduled that observation in advance. Observations will not take place during a scheduled examination date. Observations requiring a meeting between the observer and evaluatee to discuss the contents of the class/service to be observed (see Appropriate Observation form) may take place at the pre-observation meeting or at a meeting between the observer and evaluatee. In either instance, such a meeting will be scheduled at the pre-observation meeting.

12.3.5.6 Online Observations: For online classes, hybrid classes, or other modality using a virtual classroom/space or services, the evaluation team will be provided access to the course/service homepage (if applicable) and one (1) weekly module (if applicable) to observe the on-line course materials and pedagogy used to teach the course.

12.3.6 Observation Process:

12.3.6.1 All evaluations, regardless of course modality, shall be evaluated following the same applicable process. Any evaluatee working in multiple modalities shall be evaluated in all of the modalities.

12.3.6.2 Each member of the evaluation team shall observe at least one class or service session. The evaluation team (including the administrator) will observe one class/service session of each course in which the faculty member serves. All courses and/or services taught/provided by the faculty member shall be observed.

12.3.6.3 Elements of the evaluation for non-instructional faculty, who are teaching, must include a class observation. To the extent possible, a faculty member of the team who has teaching experience, will conduct the observation using the Classroom and Online Observation form.

12.3.6.4 Observations normally will be for a period of at least fifty (50) minutes; however, the period of time of an observation may be shortened or lengthened by mutual agreement of the evaluatee and the observer.

12.3.6.5 Notes may be taken during the observation. Observation forms should be filled out during or immediately following the observation

and forwarded to the administrative evaluator within four (4) workdays of the observation.

12.3.6.6 For counselors each member of the team will observe the counselor being evaluated in a counseling session with at least one student. The student's written consent shall be obtained prior to the observation.

12.3.6.7 For librarians, the team and the librarian will schedule a specific time for the observation of the librarian's duties, including services provided online. Each member of the team will observe the librarian's duties.

12.3.6.8 For the Athletic Director, each member of the team will observe the Athletic Director with at least one student, as appropriate. For faculty duties, the Athletic Director's evaluation team shall follow the process outlined above.

12.3.7 Student Evaluations:

12.3.7.1 Student evaluations using the agreed upon forms (see appendices) will be considered a part of the faculty evaluation process. Student survey responses may not be used as the determining factor in rehiring a faculty member.

12.3.7.2 Frequency: Student evaluations will be obtained for each class/service observed by team members for the faculty being evaluated.

12.3.7.3 The student evaluations shall be administered during the observation period.

12.3.7.4 The results of the student evaluation forms shall be submitted to the administrative evaluator.

12.3.7.5 Student confidentiality must be maintained by the evaluation team. The substance of the student evaluations shall be included in the evaluation report.

12.3.7.6 The evaluatee will have the option of student evaluation forms distribution.

12.3.7.7 Physical copies of the student evaluation may be used for in-person classes/services and distributed at the beginning or end of the class/service, depending on the evaluatee's preference.

12.3.7.8 The observer or administrative evaluator shall be responsible for distribution, collection, and return of the student evaluations to the Academic Affairs or Student Services office. The observer will hand out student evaluation forms, to be completed and collected during the absence of the evaluatee.

12.3.7.9 Online copies of the student evaluation may be used for all

classes/services utilizing in some degree the LMS, currently Canvas. Such utilization shall be encouraged. The posting of the student survey link will be done by the chair of the committee.

12.3.7.10 For counselors, student evaluations will be obtained from an agreed upon Satisfaction Survey distributed to the students counseled by the counselor and will be a part of the counselor's evaluation. It is the responsibility of the committee chair to provide these surveys to the counselors and arrange for a confidential submission the students can access to deposit the finished forms. Counselors are responsible for giving the survey forms to their students and directing the students to submit the surveys. Counselors may opt to utilize an online copy of the student evaluation and such utilization shall be encouraged. Online copies of the Satisfaction Survey may be linked to an appropriate counseling portal/course shell in the learning management system or student portal.

12.3.7.11 For librarians, student evaluations will be obtained from an agreed upon Satisfaction Survey distributed to the students during library activities and available to all students who use the library and will be a part of the librarian's evaluation. It is the responsibility of an Administrator to provide these surveys to the librarian and arrange for a confidential submission the students can access to deposit the finished forms. Librarians are responsible for giving the survey forms to their students and directing the students to submit the finished forms. Librarians may opt to utilize an online copy of the student evaluation and such utilization shall be encouraged. Online copies of the Satisfaction Survey may be linked to an appropriate library portal/course shell in the learning management system or student portal.

12.3.7.12 For online courses or services, student evaluations will be provided electronically to the students. It is the responsibility of the committee chair to post the link to the agreed upon survey form in the announcements of an online course/service.

12.3.7.13 Student evaluations for online courses/services may only be posted by an administrator during the semester that the faculty member is being evaluated.

12.3.8 Self-Evaluation: The primary benefit of completing the self-evaluation is the improvement attained by the conscientious and thoughtful examination of accomplishments, plans, goals, strengths and weaknesses. The individual shall include any information and material he/she/they thinks relevant. It is the individual evaluatee's responsibility to prepare, assemble, and deliver the self-evaluation to the administrative evaluator of the Evaluation Committee between weeks six (6) and fourteen (14).

12.3.9 Evaluation Team Review and Deadlines:

12.3.9.1 Upon completion of observations and submission of all required documentation to the administrative evaluator, the Chair shall convene the post-observation Input Meeting with the evaluating

members of the committee to share and review observations of the evaluatee and plan the information to be included in the final evaluation meeting. The Chair of the Evaluation Committee will then prepare the Performance Evaluation Summary Form. The evaluation report shall reflect the opinion of all committee members.

- 12.3.9.2** The evaluation report may include formal recognition of areas of exemplary performance or suggestions for improvement on the part of the evaluatee.
- 12.3.9.3** After the evaluation report is finalized, all committee members must sign off on it as an accurate reflection of the opinions expressed.
- 12.3.9.4** The final evaluation team meeting shall take place no later than ten (10) workdays prior to the end of the semester. A copy of the evaluation summary shall be provided to the entire evaluation team and evaluatee no later than one (1) workday prior to the scheduled final evaluation team meeting.
- 12.3.9.5** The final evaluation team meeting shall include the faculty member, two faculty observers, and the administrative evaluator. The final evaluation team meeting may utilize virtual videoconferencing or telephone or similar technologies to facilitate the meeting if all parties agree.
- 12.3.9.6** At the request of the evaluatee, he/she/they may be accompanied to the evaluation conference by one other faculty member or a BCFA representative.
- 12.3.9.7** If there are discrepancies in the report, another meeting will be held by the evaluation committee to make any appropriate changes or additions. If the committee is not unanimous, refer to section 12.3.9.15.5.
- 12.3.9.8** During the final evaluation meeting, the team and the evaluatee may agree to changes in the evaluation report in which case it shall be re-drafted by the administrative evaluator and submitted to the entire evaluation team within five (5) workdays of the final evaluation meeting.
- 12.3.9.9** The evaluatee shall sign and return to the administrative evaluator the modified, re-drafted, final evaluation report within forty-eight (48) hours of the date it was submitted to the evaluatee.
- 12.3.9.10** The evaluatee shall be provided an opportunity to prepare a written response to the evaluation report. Such response shall be attached to the personnel file copy of the evaluation.
- 12.3.9.11** The evaluatee's signature confirms receipt of the evaluation summary, but not necessarily agreement with the contents. If the evaluatee refuses to sign the evaluation, the administrative evaluator shall note, and the faculty observers shall initial, the refusal on the evaluation as "Presented to employee. Employee refuses to sign."

12.3.9.12 A copy of the final, signed evaluation summary shall be given to the evaluatee and a copy shall be placed in the evaluatee's personnel file within 60 calendar days.

12.3.9.13 The evaluatee may request a copy of the full evaluation report from Human Resources sixty (60) days after the end of the semester in which the evaluation occurred.

12.3.9.14 The appropriate college Vice President and Superintendent/President will conduct a final review of the evaluation. The final review is used to determine the employment status based on the recommendations and to approve the performance improvement plan if applicable. If the Superintendent-President does not approve the performance improvement plan, such plan will be removed from the faculty member's evaluation and the faculty evaluatee will be deemed to have had a satisfactory evaluation.

12.3.9.15 Evaluation Report:

12.3.9.15.1 The final evaluation report and recommendation form will include the individual recommendations as well as the majority recommendation from the evaluation committee.

12.3.9.15.2 In the case of a first (1st) year tenure-track faculty member, the recommendation must award a second contract, grant tenure or not reemploy for succeeding year.

12.3.9.15.3 In the case of a second (2nd) year tenure-track faculty member, the recommendation must award a third contract (for the next two academic years), grant tenure or not reemploy for the succeeding academic year.

12.3.9.15.4 In the case of a fourth (4th) year tenure-track faculty member, the recommendation must grant tenure or non-reemployment for the succeeding academic year.

12.3.9.15.5 If not unanimous, every evaluation will include a recommendation form for all tenure-track faculty where each evaluation team member shall indicate his/her recommendation regarding the reemployment/tenure for the tenure-track faculty member.

12.3.10 Performance Improvement Plan (PIP):

12.3.10.1 Faculty that receive an unsatisfactory evaluation rating shall receive a Performance Improvement Plan if the recommendation is to continue with their tenure track status. The Performance Improvement Plan will be included in the final written Evaluation and will be signed by all members of the evaluation committee.

12.3.10.2 The Performance Improvement Plan must outline a plan that is supported by the District (no cost to the faculty member), manageable, and measurable. Only the evaluation committee may outline a Performance Improvement Plan.

12.3.10.3 A Performance Improvement Plan shall not be required for a Tenure Track employee who has been notified that he/she will not be recommended for further employment with the District.

12.3.11 President Recommendations:

12.3.11.1 The College President will make a tenure recommendation to the Board of Trustees in closed session by the February Board meeting of the fourth year of the contract faculty's employment.

12.3.11.2 No later than March 15, a tenure-track faculty member shall receive written notice of the decision to non re-hire or, in the case of a faculty member in his/her fourth (4th) contract year, to not grant tenure. The written notice shall be by registered or certified mail to the most recent address on file with the District's Human Resources office.

12.3.12 Response to Recommendations:

12.3.12.1 The content of a performance evaluation shall not be subject to Article 13, Grievance Procedure, of the Agreement. The process of a performance evaluation is subject to Article 13, Grievance Procedure, of the Agreement.

12.3.12.2 The parties agree that a non-substantive error will not be deemed a violation of the evaluation procedures for purposes of non-renewal. A "non-substantive error" is one which would not have changed the result.

12.3.12.3 Procedural errors caused by faculty evaluators may not be grieved and will not invalidate the evaluation.

12.4 EVALUATION PROCESS FOR TENURED FACULTY: The evaluation process for Tenured Faculty shall follow the same timelines as in Article 12.3 and all sub-articles except for the following:

12.4.1 The selection and membership of the evaluation team shall be the same as in Article 3.3.3, except that the team may change each evaluation cycle.

12.4.2 Frequency of Evaluation: Tenured faculty will be evaluated at least once every 3 academic years on the evaluation forms found in the appropriate appendices.

12.4.3 Timing: Tenured faculty will normally be evaluated only during the spring semesters. Exceptions may be made for Tenured Faculty to be evaluated in the Fall based on workload and the number of evaluations being conducted. However, faculty who are scheduled for leave or otherwise absent from the District at least 75% of the Spring Semester during an evaluation year may be evaluated during the prior semester or the semester in which they return to work. The entire evaluation, including the final written report and final review meeting

with the evaluatee, must be completed by the last day of the semester in which the evaluation began.

- 12.4.4** Special Evaluations: If in the college president's judgment, circumstances warrant evaluation other than the normal cycle, he/she may declare a special evaluation. At that time, the college president shall enumerate and describe the reasons for the special evaluation in writing to the faculty member. The college president shall provide notice to the Association President that a special evaluation has been declared. Such declaration shall not be arbitrary or capricious.
- 12.4.5** Process if Unsatisfactory: If the tenured faculty member receives an unsatisfactory evaluation during his/her regularly scheduled evaluation or as part of a special evaluation called by the college president, the evaluation team shall provide the faculty member with a Performance Improvement Plan and a reevaluation in the subsequent semester. After the completion of the reevaluation, the District may take such action as provided in Education Code Section 87734.
- 12.4.6** Forms: Tenured faculty evaluations require the completion of the following: "Faculty Evaluation Form," "Faculty Self-Evaluation," and appropriate student surveys. The same criteria for tenure-track faculty, as outlined in 12.3.3, shall be used.

12.5 EVALUATION PROCESS FOR PART-TIME FACULTY:

12.5.1 Frequency:

- 12.5.1.1** Part-time faculty will be evaluated twice during their first four semesters, exclusive of employment in summer semesters, after which, temporary/hourly faculty will be evaluated at least once during every three (3) years thereafter.
- 12.5.1.2** If a part-time faculty is not provided an assignment during a semester of his/her third (3rd) year the faculty will be evaluated the first semester the faculty returns with an assignment. Temporary full-time faculty shall follow the process outlined in 12.5.
- 12.5.1.4** Student surveys, and observations will be completed on the same timeline as outlined in 12.3. Self-evaluations are not required for part-time faculty. Evaluations shall be completed by the end of the semester in which they are initiated. The absence of a team member follows the same procedures for replacement or continuation as outlined in 12.3.

12.5.2 Components:

- 12.5.2.1** Requirements and criteria for evaluation will be restricted to the classroom or service observations as identified as a primary job duty, responsibility and completion of job requirements, and demonstration of cultural competence and responsiveness to diversity of students.
- 12.5.2.2** Elements of the evaluation will include:

- 1) class observations
- 2) student evaluations
- 3) self-evaluations (optional)
- 4) professional development goals/plans (optional) and
- 5) course syllabi

The team may also include in the evaluation summary commendations and/or recommendations regarding the evaluatee's performance.

Elements of the evaluation for non-instructional faculty, who are teaching, must include a class observation. To the extent possible, the faculty observer who has teaching experience, will conduct observation.

The evaluatee shall provide the part-time evaluation team members with syllabi of the courses to be observed.

12.5.3 Evaluators and responsibilities:

- 12.5.3.1** Evaluations for part-time faculty shall be comprised of educational administrator and a full-time tenured faculty member in the discipline or closely related discipline if there are no faculty in the discipline.
- 12.5.3.2** The faculty member on the evaluation team shall be chosen by mutual agreement between the District (the educational administrator) and the Academic Senate President, who may consult with the part-time faculty member.
- 12.5.3.3** Educational administrators may, but are not required to conduct classroom/worksites observations during temporary/hourly faculty evaluations. The full-time faculty observer shall be primarily responsible for conducting the classroom/worksites observations.
- 12.5.3.4** Educational administrators will be responsible for compiling and reviewing the evaluation report based upon full-time faculty observations and the completion of the appropriate evaluation forms. The part-time evaluatee will be contacted by the appropriate educational administrator to discuss the results of their evaluation, and shall receive a performance improvement plan if appropriate. The use of technology, including video conferencing, may be used to facilitate this meeting.
- 12.5.3.5** In the event of an unsatisfactory evaluation a reevaluation will be scheduled in the subsequent semester they receive an assignment. Part-time faculty will be given a copy of their evaluation report.
- 12.5.3.6** The selection of faculty observers will be conducted in the presence of the Senate President or their designee. Full-time, tenured faculty members will not serve on more than three (3) evaluation teams per semester (including both part-time and full-time faculty evaluations).

12.5.4 Scheduling:

12.5.4.1 The educational administrator shall notify the part-time faculty member that he/she/they will be evaluated and specify the time frame of the evaluation. The administrator will inform the evaluatee of the name of the full-time faculty member or administrator who will be doing the observation and that this evaluator will be scheduling a classroom/worksite observation. The educational administrator will also inform the evaluatee of the requirements and process of the evaluation.

12.5.4.2 Classroom/worksite and/or online observations for evaluating temporary/hourly faculty will be scheduled and conducted by the faculty member on the committee. The evaluatee shall be notified by the faculty member doing the evaluation and the observation shall be scheduled in advance in consultation with the part-time faculty member. This observing member will gather the documents required from the part-time faculty member and prepare the written observation form.

12.5.5 Observations:

12.5.5.1 Observations normally will be for a period of fifty (50) minutes; however, the period of time of an observation may be shortened or lengthened by mutual agreement of the evaluatee and the observer.

12.5.5.2 Courses taught via distance learning shall be included in the observation process and the week of observation shall be determined by the evaluatee who is responsible for informing the faculty observer.

12.5.5.3 Notes may be taken during the observation. Observation forms should be filled out during or immediately following the observation and forwarded to the administrative evaluator within four (4) workdays of the observation.

12.5.6 Self-Evaluation: The evaluatee may prepare a self-evaluation, including professional development goals/plans and provide copies to the administrative evaluator no later than one week following the observation.

12.5.7 Student Evaluations: Student evaluations shall be conducted according to the procedure outlined in 12.3.7

12.5.8 Compiling the forms: The educational administrator will compile the observation forms and student evaluations and confer with the part-time faculty member regarding the results. If an in-person meeting cannot be achieved due to distance concerns, the faculty member may be contacted via telephone or video conferencing.

12.5.9 Response:

12.5.9.1 The evaluatee shall sign the evaluation summary and any other documentation. The evaluatee's signature confirms receipt of the evaluation summary, but not necessarily agreement with the

contents. If the evaluatee refuses to sign the evaluation, the administrative evaluator shall note, and the faculty observer shall initial, the refusal on the evaluation as "Presented to employee. Employee refuses to sign."

- 12.5.9.2** The evaluatee shall be provided an opportunity to prepare a written response to the evaluation. Such response shall be attached to the personnel file copy of the evaluation.
- 12.5.9.3** A copy of the final, signed evaluation summary shall be given to the evaluatee no later than five (5) workdays before the end of the semester. The evaluatee and the administrative evaluator may extend this deadline by mutual consent to no later than the last day of the semester. A copy shall be placed in the evaluatee's personnel file within sixty (60) calendar days.
- 12.5.9.4** The evaluatee may request a copy of the full evaluation report from Human Resources no earlier than sixty (60) days after the end of the semester in which the evaluation occurred.
- 12.5.9.5** Any claim brought by an evaluatee that alleges that the District has not complied with the evaluation procedures shall be processed through the grievance procedures in this Agreement. While alleged violations of these evaluation procedures are may be subject to the grievance procedure, the substance of evaluations is not grievable.

12.5.10 Impact and Process for Unsatisfactory Evaluation – Rehire Preference:

12.5.10.1 For faculty who have re-employment preference under Article 7, section 7.15, an overall unsatisfactory evaluation shall constitute grounds for either:

- a.** A recommendation to the Superintendent/President that the evaluatee lose his/her re-employment preference with regard to one or more courses or non-instructional assignments in which the evaluatee holds re-employment preference. The Superintendent/President shall make a final determination as to whether the evaluatee shall lose his/her re-employment preference.

When an evaluatee has lost re-employment preference, he/she may regain re-employment preference in the course(s) or non-instructional assignment(s) according to the process under Article 7, section 7.15.

If the evaluatee teaches a course, or is assigned to a non-instructional assignment in a subsequent semester, the evaluatee shall be re-evaluated according to a written improvement plan as set forth in Article 12, section 12.3.10.

- b.** A written plan for improvement developed by the administrative evaluator in consultation with the faculty observation team members specifying the requirements for improvement. A follow-

up evaluation shall be conducted by the same evaluator(s) in the subsequent semester. If one or more of the same evaluator(s) is unavailable to participate in the follow-up evaluation, a replacement shall be designated by following the procedure in 12.3.

12.5.10.2 In the event that a part-time faculty member with priority rehire eligibility receives an overall rating of “Needs Improvement” in an evaluation:

1. The part-time member will be given a performance improvement plan, including follow-up activities, dates of completion, and measurable outcomes to address those performance issues requiring correction.
2. The part-time faculty will be evaluated by the dean during the next semester in which an assignment is offered and accepted, which shall include an observation by a faculty member selected by the dean. If this overall evaluation yields an overall rating of “Needs Improvement” or “Unsatisfactory,” priority rehire eligibility is revoked.

12.5.10.3 In the event that a part-time faculty with priority rehire eligibility receives an overall rating of “Unsatisfactory,” eligibility status shall be revoked.

12.6 EVALUATION OF CATEGORICAL/RESTRICTED-FUND FACULTY (NON-TENURED/TENURE-TRACK):

12.6.1. A restricted-fund faculty member shall be evaluated at least once each year for the first four years. For the first four years, the evaluation shall be administered in accordance with the procedures for tenure-track faculty under Article 12.3, with the exception that the evaluatee is not eligible for tenure.

12.6.2 After the first four (4) years, a restricted-fund faculty member shall be evaluated at least once every three years following the procedures specified for tenured faculty under Article 12.4.

12.7 COACHING: Coaching evaluations are the purview of the Athletic Director acting on behalf of the Vice President of Student Services and are outlined in the Athletics/Coaching Handbook, available from the VPSS.

12.8 EVALUATION FORMS: Both the District and BCFA must approve any recommended changes before a new evaluation form is implemented. Agreed upon Evaluation Forms shall be contained in the appropriate Appendix.

ARTICLE 13

GRIEVANCE PROCEDURE

13.1 DEFINITIONS AND GUIDELINES:

- 13.1.1** A grievance is an allegation by a grievant that he/she has been adversely affected by a violation, misapplication, or misinterpretation of any of the provisions of this Agreement. If more than one faculty member has been adversely affected by an identical violation, misinterpretation or misapplication of this Agreement, the Association may process a grievance for all faculty members of the group. When such a class grievance is declared, the resolution (relief sought) shall be applicable to all affected faculty members.
- 13.1.2** The District is not bound by any understandings with any employee, unless such understandings are specifically reduced in writing and signed by an authorized agent of each party.
- 13.1.3** Academic year means the contractual employment year for the full-time faculty. The academic year does not include summer or other intersessions.
- 13.1.4** A Grievant shall be an employee of the District who is a member of the unit. The Association may also be a grievant.
- 13.1.5** A day for the purpose of this Article is any contractual employment day within the Academic Year, exclusive of Saturdays and Sundays.

13.2 TIME LINE:

- 13.2.1** A grievance must be filed within 30 days of its occurrence or when the grievant reasonably could have known of the occurrence in order to be considered.
- 13.2.2** A unit member or the involved administrative official may postpone the time line during approved leave periods by giving written notice to the other party.
- 13.2.2.1** In such cases, the time line will commence on the first scheduled workday after the leave period.
- 13.2.3** Time limits at each level shall begin the day following receipt of the grievance, grievance appeal, or written District decision.

13.3 PURPOSE:

- 13.3.1** The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances.
- 13.3.2** Both parties agree that these proceedings will be kept as informal as may be appropriate at any level of the procedure.
- 13.3.3** The grievant may request that the Association represent them, but nothing contained herein will be construed as limiting the right of any unit member having a grievance to discuss the matter informally with any appropriate member of the administration and to have the grievance adjusted without intervention of the

Association, provided that such adjustment is not inconsistent with the terms of this Agreement and that the Association has been given a copy of the grievance and the resolution.

13.3.4 Since it is important that grievances be processed as rapidly as possible, the time limits specified at each level should be considered to be maximum and every effort should be made to expedite the process. However, the time limits may be extended by mutual agreement.

13.3.5 If a grievance is not processed by the grievant and/or the Association in accordance with the time limits set forth in this Agreement, it shall not be subject to further arbitration and shall be considered settled on the basis of the decision last made by the District. If the District fails to respond to the grievance within the time limit specified at each level, the failure to respond shall be deemed a denial of the grievance and termination of the level involved, and the grievant may proceed to the next step.

13.3.6 In the event a grievance is filed at such time that it cannot be processed through all of the steps within this grievance procedure by the end of the academic year, the time limits may be adjusted by mutual agreement so that the procedure may be completed prior to the end of the academic year, or as soon thereafter as may be agreeable to the grievant and the District.

13.4 PROCEDURE: A Grievance Form must be submitted to the District Officer handling the grievance at each level within contractual timelines.

13.4.1 Level One: Within thirty (30) days after the grievant knew or should have reasonably known of the act or omission giving rise to the grievance, the grievant will file the grievance with the administrator who was responsible for the act or omission being grieved. There shall be a meeting between said administrator either individually or with the Association's designated grievance representative with the objective of resolving the matter. The administrator shall respond in writing within ten (10) days of the receipt of the form. In cases where the Level One administrator is the Vice President, the grievant shall proceed directly to Level Three.

13.4.2 Level Two: If the grievant is not satisfied with the disposition of the grievance at Level One, the grievant may file the grievance in writing with the Vice President Academic Affairs or Student Services or his/her designee, and with the President of the Association or the President's designee, within ten (10) days following the receipt of the level one response.

13.4.2.1 Within ten (10) days after receipt of the grievance by the Vice President or his/her designee, will meet with the grievant, and if requested by the grievant, the President of the Association or the President's designee, in an effort to resolve the grievance.

13.4.2.2 The decision, including stated reasons for said decision, of the Vice-President or his/her designee, shall be presented to the grievant and the President of the Association in writing within five (5) days following the meeting at Level Two.

13.4.3 Level Three: If the grievant is not satisfied with the disposition of the grievance

at Level Two, or at Level One where the appropriate administrator at Level One is the Vice-President, the grievant may file the grievance in writing with the Superintendent/ President of the college or his/her designee, and with the President of the Association or the President's designee, within ten (10) days following the response received at the immediately preceding level.

13.4.3.1 Within ten (10) days after receipt of the written grievance by the District Superintendent/President of the college or his/her designee, he/she will meet with the aggrieved person, and if requested by the grievant, the President of the Association or the President's designee, in an effort to resolve the grievance. The decision, including stated reasons for said decision, of the college's Superintendent/ President or the Superintendent/President's designee, shall be presented to the grievant and the President of the Association in writing within five (5) days following the meeting at Level Two.

13.4.4 Optional Level Four: Advisory Arbitration. If the Association is not satisfied with the disposition of the grievance at Level Three or if no written decision has been rendered within the timeline, the Association may decide to take the grievance to Advisory Arbitration.

13.4.4.1 Within ten (10) days of the Association's request for arbitration, the Association and the District shall mutually select an arbitrator. If no agreement is reached, the Association shall request a list of arbitrators from the State Mediation & Conciliation Service (SMCS). The parties shall select an arbitrator by striking names until only one remains. The parties shall determine who strikes first by coin toss. The Association and District shall each pay one half (1/2) of any charges required by the arbitrator.

13.4.4.2 The arbitrator, exercising his or her discretion, shall conduct the proceedings with a view to expediting the resolution of the dispute and may direct the order of proof, bifurcate proceedings and direct the parties to focus their presentations on issues the decision on which could dispose of all or part of the grievance. The parties may offer such evidence, including the testimony of witnesses under oath, as is relevant and material to the dispute. The arbitrator shall determine the admissibility, the relevance, and materiality of the evidence offered and may exclude evidence deemed by the arbitrator to be cumulative or irrelevant. Conformity to legal rules of evidence shall not be necessary.

13.4.4.3 If any question arises as to the arbitrability of the grievance, such question will be ruled upon by the arbitrator at the same time as the ruling on the grievance based upon its merits.

13.4.4.4 The arbitrator's advisory decision shall be in writing and shall set forth the findings of fact, reasoning, and conclusions of the issues submitted. The arbitrator may recommend remedies as she/he judges to be proper. The arbitrator shall be without power or authority to make any decision that requires the commission of an act prohibited by law or which is violative of the terms of this Agreement.

13.4.4.5 The decision of the arbitrator shall be submitted to the Association and the College Superintendent/President. The College Superintendent/President shall either: (1) accept the arbitrator's decision with or without minor modifications; (2) remand the case back to the arbitrator to make additional findings or clarifications and re-submit the decision; or (3) reject the arbitrator's decision, independently review the record and render a final decision. The decision of the College Superintendent/President may be appealed to the Board of Trustees following the process in Article 13.4.5.

13.4.4.6 All costs for the services of the arbitrator, including but not limited to, per diem expenses, travel and subsistence expenses, and the cost, if any, of a hearing room, shall be borne equally by the District and the Association. All other costs, except for release-time for the grievant(s), Association representative(s), and witnesses, shall be borne by the party incurring them.

13.4.5 Level Five: Board of Trustees Appeal: If the grievant or Association is not satisfied with the disposition of the grievance at Level Three or at Optional Advisory Arbitration, or if no written decision has been rendered within five (5) days following the Level Three meeting with the Superintendent/President of the college or the Superintendent/President's designee, the President of the Association or the President's designee may, within an additional ten (10) days submit the grievance on the appropriate form to the Board of Trustees.

This appeal shall include a copy of the original grievance, the decisions rendered, and a statement of the reason(s) for appeal. The grievant and the District shall have an opportunity to present their respective cases during a regularly scheduled meeting of the Board of Trustees.

Where permitted by law, this discussion may occur in a closed session.

The Board shall inform the grievant, in writing, of its decision within twenty (20) days after hearing the grievance. This shall be the final step in the grievance procedure.

ARTICLE 14

EXTENDED LEAVE PLAN & RETIREMENT

14.1 EXTENDED LEAVE PLAN: The employee may request an indefinite leave to begin and terminate upon the mutual agreement of the employee and the District.

14.1.1 Eligibility: Any academic staff member who has been employed full-time by the District for 10 or more years and has attained the age of 50 years may apply.

14.1.2 No salary will accrue; however, the staff member on extended leave may opt to teach on a pro rata pay basis for not more than 25% of a normal load in any given school year.

14.1.3 The employee on extended leave will receive the same fringe benefits and salary increase on pro rata basis as any full-time academic employee until the age of legal retirement.

14.1.4 Any qualified member of the academic staff may apply for the extended leave option prior to February 1 in any given year for the succeeding year. The District reserves the right to deny the request.

14.2 EARLY RETIREMENT:

14.2.1 Employees who have been employed by the District for at least ten (10) years and retire after the age of fifty-four (54) shall be eligible for District sponsored medical insurance for the employee and their eligible dependents until the early retiree becomes eligible for Medicare.

14.2.2 The District will pay the cost of premiums for medical, dental, and vision insurance for each bargaining unit member and their eligible dependents, and the life insurance premium for the bargaining unit member only. District and bargaining unit member contributions will be the same as those in Article 9.1 of this Agreement that are in place at the time of the bargaining unit member's retirement. The contribution amounts in this section will remain in effect until the bargaining unit member is eligible for Medicare or deceased, whichever occurs first.

ARTICLE 15

SAVINGS PROVISION

If any provisions of this contract or any application thereafter to any unit employee or group of unit employees is held to be contrary to law by a court of competent jurisdiction, such provisions of application would not be deemed valid or subsisting except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

ARTICLE 16

MAINTENANCE OF STANDARDS

- 16.1** It is agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures and over state laws to the extent permitted by state law and that in the absence of specific provisions in this Agreement such practices and procedures are discretionary.
- 16.2** During the term of this Agreement, the Association expressly waives and relinquishes the right to meet and negotiate with the District and agrees that the District shall not be obligated to meet and negotiate with respect to any subject or matter whether referred to or covered in this Agreement.

ARTICLE 17

REHIRE PREFERENCE PROCESS FOR PART-TIME FACULTY

- 17.1** Part-time faculty members may be assigned lecture and non-lecture workload assignments. The dean has the right to assign and approve each part-time faculty member's assignment within the parameters of this Article. Subject to this Article, part-time faculty members may accept or refuse employment and workload assignments.
- 17.2 THE FOLLOWING ORDER OF EMPLOYMENT SHALL APPLY IN ORDER OF PRIORITY FOR THE FALL AND SPRING SEMESTERS:**
- 17.2.1** Full-time faculty members will receive their assigned workloads and overload(s) per Article 7.
- 17.2.2** Part-time faculty members who establish priority rehire eligibility.
- 17.2.3** All other part-time faculty.
- 17.3 PART-TIME FACULTY SHALL ESTABLISH REHIRE ELIGIBILITY AS FOLLOWS:**
- 17.3.1** Priority rehire eligibility is established in each discipline and is not transferable.
- 17.3.2** The part-time faculty priority rehire eligibility list with the first date of paid service to the college will be established by the Vice President of Human Resources for assignments commencing in the Fall 2021 semester and updated every Fall semester. This list will be provided to the BCFA President or designee no later than November 15 each year.
- 17.3.2.1** For initial establishment of the part-time faculty priority rehire eligibility list, priority rank will be determined by ordering eligible part-time faculty, as described below, on the list by the first day of the first term of paid service.
- 17.3.2.2** Thereafter, part-time faculty who become eligible for priority rehire, as described below, will be added to the priority rehire eligibility list at the beginning of each spring semester for assignments in the subsequent fall and spring semesters.
- 17.3.2.3** Part-time faculty who establish eligibility during the prior Fall semester shall be ranked according to the first date of paid service as a part-time faculty member and added to the bottom of the priority rehire eligibility list in that order.
- 17.3.3** To establish priority rehire eligibility, a part-time faculty member must:
- 17.3.3.1** have held an assignment during three of the previous six fall and spring semesters;
- 17.3.3.2** have received an overall rating of "Satisfactory" in two consecutive evaluations;

- a. For purposes of priority rehire eligibility, if a part-time faculty member does not receive a timely evaluation as specified in Article 12 of this Agreement, the evaluation that should have been completed will be considered as a “Satisfactory” evaluation if the offer of an assignment is made for the following semester. However, this provision does not preclude the District from subsequently evaluating the part-time faculty member in accordance with Article 12.
- b. An out-of-sequence evaluation may be conducted if approved by the appropriate Vice President in consultation with BCFA. An out-of-sequence evaluation refers to an evaluation in addition to a regularly scheduled evaluation as described in Article 12.
 - i. An evaluation conducted in place of a missed evaluation will not be considered an “out-of- sequence” evaluation.
 - ii. An out-of-sequence evaluation may not be used to establish priority rehire eligibility.

17.3.4 Managers teaching part-time are not eligible for priority rehire eligibility.

17.3.5 Assignments to coach an intercollegiate sport, related intercollegiate sections, and other part-time Athletic teaching assignments specifically connected to the intercollegiate coaching duties cannot be used to establish priority rehire eligibility for Athletics assignments.

17.3.6 To establish priority rehire eligibility, a retired full-time faculty member from Barstow CCD must:

1. have been re-hired as a part-time faculty member;
2. have received an overall rating of “Satisfactory” in the most recent evaluation before retirement from full-time status;
3. have received an overall rating of "Satisfactory" in the next scheduled evaluation conducted under Article 12 after the faculty member’s re-hiring in part-time status.

If a retired full-time faculty member who has resumed faculty work under part-time status does not receive a timely evaluation as specified in Article 12 of this Agreement, the evaluation that should have been completed will be considered as a “Satisfactory” evaluation if the offer of an assignment is made for the following semester.

This provision does not preclude the District from subsequently evaluating a faculty member in accordance with Article 12.

4. have a medical certificate on file with Human Resources pursuant to Education Code Section 87408.5.

17.4 TO MAINTAIN PRIORITY REHIRE ELIGIBILITY, A PART-TIME FACULTY MEMBER MUST MEET THE FOLLOWING CONDITIONS:

17.4.1 maintain an overall rating of “Satisfactory” on evaluations conducted pursuant to Article 12 of this Agreement.

17.4.1.1 If a part-time faculty member does not receive a timely evaluation as specified in Article 12 of this Agreement, the evaluation that should have been completed will be considered as a “Satisfactory” evaluation if the offer of an assignment is made for the following semester. This provision does not preclude the District from subsequently evaluating a faculty member in accordance with Article 12.

17.4.1.2 In the event that a part-time faculty member with priority rehire eligibility receives an overall rating of “Needs Improvement” in an evaluation:

1. the part-time member will be given a performance improvement plan, including follow-up activities, dates of completion, and measurable outcomes to address those performance issues requiring correction.
2. the part-time faculty will be evaluated by the dean during the next semester in which an assignment is offered and accepted. If this evaluation yields an overall rating of “Needs Improvement” or “Unsatisfactory,” priority rehire eligibility is revoked.

17.4.1.3 In the event that a part-time faculty with priority rehire eligibility receives an overall rating of “Unsatisfactory,” eligibility status shall be revoked.

17.4.2 Maintain regular employment. If a faculty member with priority rehire eligibility fails either to request an assignment as specified in Section 17.6.1 below, or to accept an assignment as specified in Section 17.7.1 below, for two (2) consecutive semesters, not including summer, except in cases of an approved leave of absence or a diminished workload capacity, priority rehire eligibility is revoked. Part-time faculty with priority rehire eligibility in multiple disciplines shall not be deemed to have rejected an assignment in a discipline if they have accepted assignment(s) in other disciplines for which they maintain priority rehire eligibility.

17.4.3 Maintain minimum qualifications or obtain an equivalency.

17.4.4 Not have a physical or mental incapacity precluding the faculty member’s ability to accept an assignment for three (3) or more semesters.

17.4.5 Not engage in misconduct, including, but not limited to, unprofessional conduct or a violation of Education Code or District rules, or regulations.

If a part-time faculty member has lost (as described above) and then regains priority rehire eligibility, seniority will depend on the most recent date on which eligibility was reestablished.

17.5 Subject to the availability of requested courses or assignments as specified below, part-time faculty members who have established priority rehire eligibility according to this article shall be entitled to a minimum assignment of one (1) section or eight (8) hours per week for non-instructional unit members if available.

17.5.1 For a non-classroom assignment, an assignment will not be considered available if the number of hours scheduled for assignable duties necessary to fulfill the assignment have already been assigned to a full-time faculty member or more senior part-time faculty member.

17.5.2 For a classroom assignment, an assignable section will not be considered available if:

1. the section has already been offered and accepted by a full-time faculty member as part of a load or overload;
2. the section has been already offered and accepted by a more senior part-time faculty member;
3. the section's scheduled time does not meet the availability of the part-time faculty member as described in her or his assignment request as described in Section 17.6 below;
4. the part-time faculty member does not have the demonstrated competence to teach a specific course as specified in Section 17.6.1.2 below;
5. the section is not offered in a given semester;
6. the section has been cancelled.

17.5.3 Priority rehire eligibility does not guarantee an assignment, or assignment of specific courses, or an assignment of a section added after the development of the initial schedule.

17.6 Prior to the semester during which the assignment will be performed, the dean or designee will initiate a request to all part-time faculty members for assignment preferences for that semester, and allow no fewer than fourteen calendar days for faculty members to respond.

17.6.1 Eligible part-time faculty members will specify the amount of requested assignment, the requested courses, and the times available for assignment.

17.6.1.1 In the event that there is limited availability of sections of requested courses or eight (8) hours per week for non-instructional unit members, the faculty member with the higher priority rehire ranking as described above will receive an available assignment over faculty with a lower priority.

17.6.1.2 Courses or 8 hours per week for non-instructional unit members requested for priority assignment must be those for which the part-time faculty member has demonstrated competency by having previously taught within the discipline during the previous eight (8) semesters.

- 17.6.2** If the part-time faculty member who has established priority rehire rights does not receive an assigned load, the dean will, upon request, provide a written response stating the reasons for the lack of assignment.
- 17.7** A formal offer of a part-time assignment must be made in writing.
- 17.7.1** Assignments offered prior to thirty (30) calendar days before the first day of the semester: Once a formal offer of an assignment has been made, the part-time faculty member will have seven (7) calendar days to accept or decline in writing part or all of the assignment. Failure to accept an assignment within seven (7) calendar days of the date of the formal offer will result in the loss of priority rehire eligibility rights for that semester.
- 17.7.2** Assignments offered within thirty (30) calendar days before the first day of the semester: Once a formal offer of an assignment has been made, the part-time faculty member will have two (2) calendar day to accept or decline in writing part or all of the assignment. This section shall not apply to assignments made within seven (7) calendar days of the start of classes.
- 17.7.3** The dean may cancel the assignment of any part-time faculty member to provide a full load (15 SLH) assignment to a full-time faculty member.
- 17.7.4** Once an assignment has been offered to and accepted by the part-time faculty member, the dean may not cancel the assignment of any part-time faculty member for the purpose of providing a full-time faculty member with overload.
- 17.8** A maximum assignment within the District will be no more than 67% of a full-time faculty assignment per semester. (Educ. Code § 87482.5).
- 17.9** Part-time faculty members may provide service in professional ancillary activities and be compensated for such services which will not impact their status as a temporary employee. (Educ. Code § 87482.5).
- 17.10** Part-time faculty may voluntarily participate in annual commencement exercises.
- 17.11** Nothing in this Agreement precludes the District from terminating a part-time faculty member pursuant to a personnel action initiated in accordance with Education Code Section 87665.

ARTICLE 18

FACULTY SERVICE AREAS

- 18.1** If it becomes necessary to reduce (lay off) full-time unit members, those full-time unit members properly qualified and competent in a Faculty Service Area (“FSA”) to render services in the service areas of divisions subject to such lay-off shall be laid off in reverse order of seniority within the District. (Educ. Code § 87743). Contract (probationary) full-time unit members subject to any such lay-offs shall have a 24-month right of reemployment as set forth in the Education Code Section 87745. Regular (tenured) full-time unit members will have a 39-month right of reemployment as set forth in Education Code Section 87744.
- 18.2** For purposes of this agreement, Faculty Service Areas are the list of “Discipline and Areas” established by the California Community College Chancellor’s Office and any disciplines established locally at the District. (See [CCCCO Min. Quals.](#))
- 18.3** Each full-time unit member shall qualify in one or more FSA at the time of initial employment.
- 18.3.1** Initial assignment in an FSA or FSAs is shall be based on one or more of the following:
- a.** possesses the appropriate degree and/or experience, or equivalency, for the specific disciplines represented in that FSA, as provided for in the minimum qualifications list established by the California Community Colleges Chancellor’s Office; or
 - b.** possesses a valid California Community College Credential in the occupational discipline; or
 - c.** possesses a valid California Community College Credential and a bachelor’s degree in the academic discipline; or
 - d.** possesses a Lifetime California Credential for the discipline of the FSA; or
 - e.** is granted an equivalency by the Academic Senate.
- 18.3.2** Upon hire, the District shall provide each new contract full-time unit member with a list of District Faculty Service Areas and the minimum qualifications for each.
- 18.3.3** A full-time unit member shall be eligible also qualify for any additional faculty service area in which the full-time unit member has met the above standards in 18.3.1 above. A full-time unit member meeting the competency standards may apply to add FSAs for which the full-time unit member qualifies. If full-time unit faculty members believe that they qualify for an FSA through equivalency, a petition for equivalency in that FSA must be submitted and approved through the Equivalency process. All applications shall be received on or before February 15th in order to be considered in any reduction in force proceedings during that academic year.

18.4 The District Human Resources Office shall maintain a list of the faculty service areas and the faculty members who are competent in each FSA. Changes to the designation of faculty service areas may be made through the negotiations process.

APPENDIX

A-1	2020-2021 Salary Schedule
A-2	2021-2022 Salary Schedule
A-3	2022-2023 Salary Schedule
B-1	Athletic Director Observation Form
B-2	B-POET Classroom Observation Form
B-3	Counselor Observation Form
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B-6	Faculty Self Evaluation Form
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C-1	Grievance Level One Form
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D	Stipend Schedule and Reassigned Time
E	Large Class Compensation

APPENDIX A-1

Contract COLA Adjustment - 3.26%

**BARSTOW COMMUNITY COLLEGE DISTRICT
CERTIFICATED SALARY SCHEDULE
2020-2021 (formerly 2019-2020)
Effective July 01, 2019**

Column	"A"	I	II	III	IV	V	VI		
STEP	BA/BS + 2 Yrs Experience AA/AS + 6 Yrs	M.A.	M.A. with B.A. Plus 45 Sem. Units	M.A. with B.A. Plus 60 Sem. Units	M.A. with B.A. Plus 75 Sem. Units	M.A. with B.A. Plus 90 Sem. Units	Ph.D.		
INSTRUCTOR	1	56,770	59,268	61,766	64,265	66,763	69,262	71,532	ASSISTANT PROFESSOR
	2	59,268	61,767	64,265	66,763	69,262	71,760	74,030	
	*3	61,767	64,265	66,763	69,262	71,760	74,259	76,529	
	4	64,265	66,763	69,262	71,760	74,259	76,757	79,027	ASSOCIATE PROFESSOR
	5	66,763	69,262	71,760	74,259	76,757	79,256	81,526	
ASSISTANT PROFESSOR	6	69,262	71,760	74,259	76,757	79,256	81,754	84,024	ASSOCIATE PROFESSOR
	7	71,760	74,259	76,757	79,256	81,754	84,252	86,523	
	8	74,259	76,757	79,256	81,754	84,252	86,751	89,021	
	9	76,757	79,256	81,754	84,252	86,751	89,249	91,519	PROFESSOR
	10	79,256	81,754	84,253	86,751	89,249	91,748	94,018	
11		84,252	86,751	89,249	91,748	94,246	96,516		
**12		86,751	89,249	91,748	94,246	96,744	99,015		
		89,249	91,748	94,246	96,744	99,243	101,513	PROFESSOR	
		91,748	94,246	96,744	99,243	101,741	104,012		
		94,246	96,745	99,243	101,741	104,240	106,510		
		96,744	99,242	101,741	104,240	106,738	109,008		
		99,243	101,741	104,240	106,738	109,237	111,507		
		101,741	104,239	106,738	109,237	111,735	114,005		
				109,237	111,735	114,233	116,504		
						116,732	119,002		
An additional \$750 will be paid for a second Master's degree in an area and/or subject which differs from the area and/or subject of the first Master's degree. Only full-time faculty receiving the additional \$750 as of 10/20/14, shall receive the additional Master's stipend.									
* Teachers with provisional Credentials shall not proceed beyond Step 3.									
** Maximum starting salary.									
Adjunct faculty hourly rates:		January 1, 2018		July 1, 2018		July 1, 2019			
		\$53/hr		\$54/hr		\$55/hr			
Full Time Faculty Overload		July 01, 2016							
Hourly Rate *		\$43/hr							

**APPENDIX A-2
BARSTOW COMMUNITY COLLEGE DISTRICT
CERTIFICATED SALARY SCHEDULE
2021-2022**

Effective July 01, 2021

Column	"A"	I	II	III	IV	V	VI		
STEP	BA/BS + 2 Yrs Experience AA/AS + 6 Yrs	M.A.	M.A. with B.A. Plus 45 Sem. Units	M.A. with B.A. Plus 60 Sem. Units	M.A. with B.A. Plus 75 Sem. Units	M.A. with B.A. Plus 90 Sem. Units	Ph.D.		
INSTRUCTOR	1	57,905	60,454	63,002	65,550	68,099	70,647	72,963	ASSISTANT
	2	60,454	63,002	65,551	68,099	70,647	73,195	75,511	PROFESSOR
	*3	63,002	65,550	68,098	70,647	73,195	75,744	78,059	
	4	65,550	68,099	70,648	73,195	75,744	78,292	80,608	
	5	68,099	70,647	73,195	75,744	78,292	80,841	83,156	ASSOCIATE
ASSISTANT PROFESSOR	6	70,647	73,195	75,744	78,292	80,841	83,389	85,705	PROFESSOR
	7	73,195	75,744	78,292	80,841	83,389	85,937	88,253	
	8	75,744	78,292	80,841	83,389	85,937	88,486	90,801	
	9	78,292	80,841	83,389	85,937	88,486	91,034	93,350	
	10	80,841	83,389	85,938	88,486	91,034	93,583	95,898	
	11		85,937	88,486	91,034	93,583	96,131	98,447	
	**12		88,486	91,034	93,583	96,131	98,679	100,995	
	13		91,034	93,583	96,131	98,679	101,228	103,543	PROFESSOR
	14		93,583	96,130	98,679	101,228	103,776	106,092	
	15		96,131	98,679	101,228	103,776	106,325	108,640	
16		98,679	101,227	103,776	106,325	108,873	111,189		
17		101,228	103,776	106,325	108,873	111,421	113,737		
18		103,776	106,324	108,873	111,421	113,970	116,285		
19				111,421	113,970	116,518	118,834		
20						119,067	121,382		
<p>An additional \$1250 will be paid for a second Master's degree in an area and/or subject which differs from the area and/or subject of the first Master's degree. Only full-time faculty receiving the additional \$1250 as of 10/20/2014, shall receive the additional Master's stipend.</p> <p>* Teachers with provisional Credentials shall not proceed beyond Step 3.</p> <p>** Maximum starting salary.</p>									
Adjunct faculty hourly rates:		August 17, 2020		August 16, 2021		Fall 2022			
		\$57/hr		\$58/hr		\$60/hr			
Full Time Faculty Overload		July 01, 2016							
Hourly Rate *		\$43/hr							

**APPENDIX A-3
BARSTOW COMMUNITY COLLEGE DISTRICT
CERTIFICATED SALARY SCHEDULE
2022-2023**

Effective July 01, 2022

Column	"A"	I	II	III	IV	V	VI		
STEP	BA/BS + 2 Yrs Experience AA/AS + 6 Yrs	M.A.	M.A. with B.A. Plus 45 Sem. Units	M.A. with B.A. Plus 60 Sem. Units	M.A. with B.A. Plus 75 Sem. Units	M.A. with B.A. Plus 90 Sem. Units	Ph.D.		
INSTRUCTOR	1	59,063	61,663	64,262	66,861	69,461	72,060	74,422	ASSISTANT
	2	61,663	64,262	66,862	69,461	72,060	74,659	77,021	PROFESSOR
	*3	64,262	66,861	69,460	72,060	74,659	77,259	79,621	
	4	66,861	69,461	72,060	74,659	77,259	79,858	82,220	
	5	69,461	72,060	74,659	77,259	79,858	82,457	84,819	ASSOCIATE
ASSISTANT PROFESSOR	6	72,060	74,659	77,259	79,858	82,457	85,057	87,419	PROFESSOR
	7	74,659	77,259	79,858	82,457	85,057	87,656	90,018	
	8	77,259	79,858	82,458	85,057	87,656	90,256	92,617	
	9	79,858	82,457	85,057	87,656	90,256	92,855	95,217	
	10	82,457	85,057	87,657	90,256	92,855	95,454	97,816	
	11		87,656	90,256	92,855	95,454	98,054	100,416	
	**12		90,256	92,854	95,454	98,054	100,653	103,015	
	13		92,855	95,454	98,054	100,653	103,252	105,614	PROFESSOR
	14		95,454	98,053	100,653	103,252	105,852	108,214	
	15		98,054	100,653	103,252	105,852	108,451	110,813	
16		100,653	103,252	105,852	108,451	111,050	113,412		
17		103,252	105,852	108,451	111,050	113,650	116,012		
18		105,852	108,451	111,050	113,650	116,249	118,611		
19				113,650	116,249	118,848	121,210		
20						121,448	123,810		
<p>An additional \$1250 will be paid for a second Master's degree in an area and/or subject which differs from the area and/or subject of the first Master's degree. Only full-time faculty receiving the additional \$1250 as of 10/20/2014, shall receive the additional Master's stipend.</p>									
<p>* Teachers with provisional Credentials shall not proceed beyond Step 3.</p>									
<p>** Maximum starting salary.</p>									
Adjunct Faculty Hourly Rates:			August 17, 2020		August 16, 2021		Fall 2022		
			\$57/hr		\$58/hr		\$60/hr		
Full Time Faculty Overload			July 01, 2016						
Hourly Rate *			\$43/hr						

Observation Form – Athletic Director

Athletic Director: _____

Content: _____

Date: _____

Scheduled

Time: _____

STANDARD I: Athletic directors provide leadership and facilitate a shared vision of high-quality athletic programs that support achievement for all student athletes.

<input type="checkbox"/> Facilitates the development, implementation, and stewardship of a quality athletic program	<i>Needs Improvement</i>	<i>Satisfactory</i>	<i>Exemplary</i>
	<i>Evidence and/or Commendations/Recommendations</i>		
<input type="checkbox"/> Extends his/her mission beyond the academic growth of students	<i>Needs Improvement</i>	<i>Satisfactory</i>	<i>Exemplary</i>
	<i>Evidence and/or Commendations/Recommendation</i>		
<input type="checkbox"/> Develops the leadership capacity of staff to share the responsibility for implementing an athletic plan	<i>Needs Improvement</i>	<i>Satisfactory</i>	<i>Exemplary</i>
	<i>Evidence and/or Commendations/Recommendations</i>		

STANDARD II: Athletic directors ensure a high-quality athletic program is developed, articulated, and implemented.

<input type="checkbox"/> Is knowledgeable about current practices and methods in regards to safety, facilities management, etc.	<i>Needs Improvement</i>	<i>Satisfactory</i>	<i>Exemplary</i>
	<i>Evidence and/or Commendations/Recommendations</i>		
<input type="checkbox"/> Communicates his/her knowledge clearly to coaches, students, and staff	<i>Needs Improvement</i>	<i>Satisfactory</i>	<i>Exemplary</i>
	<i>Evidence and/or Commendations/Recommendation</i>		
<input type="checkbox"/> Uses comprehensive, collaborative planning skills to design effective athletic programs and instruction	<i>Needs Improvement</i>	<i>Satisfactory</i>	<i>Exemplary</i>
	<i>Evidence and/or Commendations/Recommendations</i>		

STANDARD III: Athletic directors are responsible for establishing and managing an athletic program that fosters a positive learning environment.

<input type="checkbox"/> Manages operations and resources to ensure a safe, efficient athletic program	<i>Needs Improvement</i>	<i>Satisfactory</i>	<i>Exemplary</i>
	<i>Evidence and/or Commendations/Recommendations</i>		
<input type="checkbox"/> Coordinates human and material resources to improve and support the athletic program	<i>Needs Improvement</i>	<i>Satisfactory</i>	<i>Exemplary</i>
	<i>Evidence and/or Commendations/Recommendation</i>		
<input type="checkbox"/> Contributes to the smooth functioning of the school environment	<i>Needs Improvement</i>	<i>Satisfactory</i>	<i>Exemplary</i>
	<i>Evidence and/or Commendations/Recommendations</i>		

STANDARD IV: - Athletic directors assess and analyze data to develop and adapt plans that enhance the athletic program.

<input type="checkbox"/> Observes coaches on a regular basis to provide feedback	<i>Needs Improvement</i>	<i>Satisfactory</i>	<i>Exemplary</i>
	<i>Evidence and/or Commendations/Recommendations</i>		
<input type="checkbox"/> Monitors student progress in athletics	<i>Needs Improvement</i>	<i>Satisfactory</i>	<i>Exemplary</i>
	<i>Evidence and/or Commendations/Recommendation</i>		
<input type="checkbox"/> Attends events to gather data regarding the athletic program	<i>Needs Improvement</i>	<i>Satisfactory</i>	<i>Exemplary</i>
	<i>Evidence and/or Commendations/Recommendations</i>		

STANDARD V:- Athletic directors are committed to continuous improvement and professional development.

<input type="checkbox"/> Seeks and uses feedback and reflects on his/her leadership	<i>Needs Improvement</i>	<i>Satisfactory</i>	<i>Exemplary</i>
	<i>Evidence and/or Commendations/Recommendations</i>		
<input type="checkbox"/> Is an active member of professional learning communities	<i>Needs Improvement</i>	<i>Satisfactory</i>	<i>Exemplary</i>
	<i>Evidence and/or Commendations/Recommendation</i>		
<input type="checkbox"/> Actively pursues professional growth and educational experiences	<i>Needs Improvement</i>	<i>Satisfactory</i>	<i>Exemplary</i>
	<i>Evidence and/or Commendations/Recommendations</i>		

Evaluatee Signature

Date

Evaluator Signature

Date

Print Evaluator Name: _____

Barstow Community College Observation and Evaluation Tool

To be used for physical and virtual classroom observations

Section 1: The Pre-Observation Meeting

At the pre-observation meeting, the instructor will provide learning materials (syllabus, handouts, resources, etc.) to the evaluation team. These materials should be the same as the learning materials the students receive. The evaluation team will evaluate the materials following the pre-observation meeting using this rubric.

Planning Materials and Alignment with College Standards	Did Not Observe	Needs Significant Development	Needs Development	Accomplished	Accomplished Well
Course objectives are clearly stated in the syllabus.					
Student learning outcomes are clearly stated in the syllabus.					
Class meeting objectives align with course goals.					
Materials appear relevant to class meeting objectives.					
Class meeting outline and organization are logical.					
Planned activities reflect appropriate class meeting objectives.					
Planned assessment strategies are consistent with course objectives.					
Instructor appears well prepared for class.					
Instructional content is consistent with Course Outline of Record (COR)					

Overall Comments:

Questions for Instructor (Evaluatee): (Answers to be provided at the pre-observation meeting)

1. Why did you choose this class meeting or module to be assessed? Is this the first time you are teaching this course? If no, what changes have you made to this class materials over the past few times you have taught it? If you have optimized the class, what led you to that conclusion?
2. What questions/concerns do you have? What would you like feedback on?
3. How do you ensure that this course covers the content, outcome, and objectives, identified in the course outline of record?
4. How does this class meeting's or module's content fit within the entire course (e.g., one out of several lectures on the same topic)?
5. How did you select the planned learning activities? Share how these activities facilitate student learning.
6. What is your plan for assessing student learning of this part of the course content?

Section 2: The Observation

At the classroom observation, the observer should use answers from the evaluatee at the pre-observation meeting to help focus comments.

Classroom Observation Items

	Did Not Observe	Needs Significant Development	Needs Development	Accomplished	Accomplished Well
Content					
The instructor appears knowledgeable and up-to-date about the content					
Depth of material presented appears appropriate to type of course and student level					
Breadth of material appropriate for the amount of time dedicated to this topic					
Teaching Strategies					
The instructor provides an overview of what is planned for the class period or module for the week observed.					
The instructor establishes relevance of information					
The instructor is an effective communicator					
The instructor makes connections with prior learning within the curriculum					
The instructor emphasizes a conceptual grasp of the material					
The learning activities are well-organized					
The instructor encourages critical thinking					
The instructor effectively uses in class activities and outside assignments to gauge student progress					

The class meeting or module remains focused on its objectives					
The instructor uses class time efficiently					
Questions are welcomed and responded to in an effective and professional manner					
Classroom Climate					
The instructor creates a classroom atmosphere conducive to learning					
The instructor encourages student participation					
The instructor reacts to student professional behavior issues appropriately					
The instructor demonstrates flexibility in responding to student concerns or interests					
The instructor treats students impartially and respectfully.					
Online Instruction					
(Change this to the actual policy, not a reference to a policy) "Instructor engages with students on at least two different days per week to provide substantive and effective contact."					
Adheres to course design rubric (concepts included below as modified)					
Provides "office hour" access to students (applicable for instructors who are paid for office hours)					
Provides weekly informational announcements to students					

Course materials are ADA compliant					
Instructor prepared materials are substantial (at least 3-5 pages of curated or created content per week/lesson)					

Comments:

Evaluation Form B-03

FACULTY EVALUATION:
COUNSELOR OBSERVATION

Evaluatee _____ Status _____

1. Identify the counseling activity observed: One-on-one session Group session Presentation

Describe briefly what happened during your observation _____

2. COUNSELING RESPONSIBILITIES: Check the appropriate response for each activity you observed during this evaluation observation. If you think you are not qualified to judge an item, explain in the comments section.	Not Observed (0)	Needs Development (1)	Competent (2)	Exceeds Standard (3)
a. Counselor demonstrates knowledge of counseling practices				
b. Counseling appointment demonstrates preparation and organization				
c. Counselor communicates clearly				
d. Counselor demonstrates sensitivity to students of varying abilities, ethnic, and cultural backgrounds				
e. Counselor demonstrates knowledge of college curriculum requirements for degree, certificate, and transfer courses				
f. Counselor makes appropriate referrals to on and off-campus resources and programs				
g. Counselor prepares and maintains accurate education plans				
h. Counselor respects the student's needs and challenges				
i. Counselor respects the confidential nature between counselor and student				
j. Counselor encourages student participation				
k. Counselor checks for understanding throughout the session				
l. Counselor creates an engaging learning environment				
m. Counselor presents information in a logical sequence				
Comments:				

3. PROFESSIONAL RESPONSIBILITIES: Use the self-evaluation, as applicable, to support the completion of this section.	Not Observed (0)	Needs Development(1)	Competent (2)	Exceeds Standards(3)
a. Counselor responds in timely manner to Dean or administrator (expectation is responding within 72 hours)				
b. Counselor participates in college, district, school, or area committees and meetings as well as other functions (if applicable)				
c. Counselor is involved in activities such as program and curriculum development, student and faculty orientation and mentoring, program review, accreditation, professional and staff development, institutional and unit planning, and district promotional activities (if applicable)				
d. Counselor maintains effective working relationships with staff, faculty and students				
e. Counselor engages in the student learning outcomes process for improvement				
Comments:				

Commendations:

Recommendations:

Evaluator _____ Date of Observation _____
Printed Name Signature

Evaluatee _____ Date _____
Printed Name Signature

Check your position on this evaluation activity	
	Faculty Peer
	Faculty Peer
	Dean or Administrator

COUNSELOR SELF-EVALUATION

Counselor: _____
Please Print _____ Date: _____

Please comment on each of the following in a way such that the committee can clearly see both your commitment to the profession and to students.

1. Demonstrate knowledge of counseling practices.
2. Demonstrate preparation and organization.
3. Communicates clearly.
4. Demonstrate sensitivity to students of varying abilities, ethnic, and cultural backgrounds.
5. Demonstrate knowledge of college curriculum requirements for degree, certificate, and transfer courses.
6. Make appropriate referrals to on and off-campus resources and programs
7. Prepare and maintain accurate education plans.
8. Respect the student's needs and challenges.
9. Respect the confidential nature between counselor and student.
10. Encourage student participation.
11. Check for understanding throughout the session.
12. Create an engaging learning environment.
13. Present information in a logical sequence.
14. Respond in timely manner to Dean or administrator (expectation is responding within 72 hours)
15. Participate in college, district, school, or area committees and meetings as well as other functions (if applicable.)
16. Involvement in activities such as program and curriculum development, student and faculty orientation and mentoring, program review, accreditation, professional and staff development, institutional and unit planning, and district promotional activities (if applicable).
17. Maintain effective working relationships with staff, faculty and students.
18. Engage in the student learning outcomes process for improvement.

FACULTY SELF-EVALUATION FORM

Used by all full-time faculty.

Name:

Date:

I. Improvement of Instruction/Service

A. Course or Service Revisions

1. Accomplishments during review period
2. Objectives for next review period

B. Improvement in Teaching or Service

1. Accomplishments during review period
2. Objectives for next review period

C. Contributions to Department and Program Development

1. Accomplishments during review period
2. Objectives for next review period

II. Professional Service and Development

A. Membership and Service to Professional Organizations

1. Accomplishments during review period
2. Objectives for next review period

B. Participation in Workshops and Conferences, Professional Presentations, and Publications

1. Accomplishments during review period

2. Objectives for next review period

III. Service

College Committees and Service

1. Accomplishments during review period
2. Objectives for next review period

IV. Goals and Plans for the Future

1. Goals
2. Plans

Observation Form – Librarian

Librarian: _____

Observer: _____

Date: _____

STANDARD I: Librarian provide leadership and facilitate a shared vision of high-quality library programs that support achievement for all students.

<input type="checkbox"/> Facilitates the development, implementation, and stewardship of a quality library program	<i>Needs Improvement</i>	<i>Satisfactory</i>	<i>Exemplary</i>
	<i>Evidence and/or Commendations/Recommendations</i>		
<input type="checkbox"/> Extends his/her mission beyond the growth of the library collection	<i>Needs Improvement</i>	<i>Satisfactory</i>	<i>Exemplary</i>
	<i>Evidence and/or Commendations/Recommendation</i>		

STANDARD II: Librarian ensures a high-quality library program is developed, articulated, and implemented.

<input type="checkbox"/> Librarian ensures that the library collection supports the curriculum, reflects the	<i>Needs Improvement</i>	<i>Satisfactory</i>	<i>Exemplary</i>

<p>diversity of the community, and is available in physical and electronic modalities.</p>	<p><i>Evidence and/or Commendations/Recommendations</i></p>		
<p><input type="checkbox"/> Communicates his/her knowledge clearly to faculty, administrators, students, and staff</p>	<p><i>Needs Improvement</i></p>	<p><i>Satisfactory</i></p>	<p><i>Exemplary</i></p>
	<p><i>Evidence and/or Commendations/Recommendation</i></p>		
<p><input type="checkbox"/> Uses comprehensive, collaborative planning skills to design effective library programs and instruction</p>	<p><i>Needs Improvement</i></p>	<p><i>Satisfactory</i></p>	<p><i>Exemplary</i></p>
	<p><i>Evidence and/or Commendations/Recommendations</i></p>		

STANDARD III: Librarian is responsible for establishing and facilitates a library program that fosters a positive learning environment.

<input type="checkbox"/> Coordinates operations and resources to ensure safe, efficient library programs	<i>Needs Improvement</i>	<i>Satisfactory</i>	<i>Exemplary</i>
	<i>Evidence and/or Commendations/Recommendations</i>		
<input type="checkbox"/> Coordinates human and material resources to improve and support the library's programs	<i>Needs Improvement</i>	<i>Satisfactory</i>	<i>Exemplary</i>
	<i>Evidence and/or Commendations/Recommendation</i>		
<input type="checkbox"/> Contributes to the smooth functioning of the library environment	<i>Needs Improvement</i>	<i>Satisfactory</i>	<i>Exemplary</i>
	<i>Evidence and/or Commendations/Recommendations</i>		

STANDARD IV: - Librarian assesses and analyzes data to develop and adapt plans that enhance the library programs.

<input type="checkbox"/> Provides circulation and resource	<i>Needs Improvement</i>	<i>Satisfactory</i>	<i>Exemplary</i>

usage statistics to enable data-driven decisions on services, resources, and programs.	<i>Evidence and/or Commendations/Recommendations</i>		
Assesses Administrative Unit Outcomes using multiple measures including student performance during one-shot tutorials, circulation and resource statistics, and surveys, and uses the resulting data to ensure continuous quality improvement and student success.	<i>Needs Improvement</i>	<i>Satisfactory</i>	<i>Exemplary</i>
	<i>Evidence and/or Commendations/Recommendation</i>		
<input type="checkbox"/> Works with the Director of Learning Support Services to provide programs to enhance student success.	<i>Needs Improvement</i>	<i>Satisfactory</i>	<i>Exemplary</i>
	<i>Evidence and/or Commendations/Recommendations</i>		

STANDARD V:- Librarian is committed to continuous improvement and professional development.

<input type="checkbox"/> Seeks and uses feedback and reflects on his/her/they leadership	<i>Needs Improvement</i>	<i>Satisfactory</i>	<i>Exemplary</i>
	<i>Evidence and/or Commendations/Recommendations</i>		
<input type="checkbox"/> Is an active member of professional learning communities	<i>Needs Improvement</i>	<i>Satisfactory</i>	<i>Exemplary</i>
	<i>Evidence and/or Commendations/Recommendation</i>		

<input type="checkbox"/> Actively pursues professional growth and educational experiences	<i>Needs Improvement</i>	<i>Satisfactory</i>	<i>Exemplary</i>
	<i>Evidence and/or Commendations/Recommendations</i>		

 Evaluatee Signature

 Date

 Evaluator Signature

 Date

Print Evaluator Name: _____

FACULTY EVALUATION: MENTAL HEALTH COUNSELOR
OBSERVATION

Evaluatee _____ Status _____

1. Identify the counseling activity observed: One-on-one session Group session Presentation

Describe briefly what happened during your observation _____

2. COUNSELING RESPONSIBILITIES: Check the appropriate response for each activity you observed during this evaluation observation. If you think you are not qualified to judge an item, explain in the comments section.	Not Observed (0)	Needs Development (1)	Competent (2)	Exceeds Standard (3)
a. Counselor demonstrates knowledge of counseling practices				
b. Counseling appointment demonstrates preparation and organization				
c. Counselor communicates clearly				
d. Counselor demonstrates the ability to use procedures for assessing and managing suicide risk				
e. Counselor demonstrates the ability to apply and adhere to ethical and legal standards in mental health counseling				
f. Counselor makes appropriate referrals to on and off-campus resources, schools and/or community agencies				
g. Counselor designs and implements prevention and intervention plans related to the effects of (a) atypical growth and development, (b) health and wellness, (c) language, (d) ability level, (e) multicultural issues, and (f) factors of resiliency on student learning and achievement				
h. Counselor responds to mental health emergencies, students in crisis, and serves as a member of the "Crisis Intervention Team"				
i. Counselor respects the confidential nature between counselor and student				
j. Counselor advocates for the learning and academic experiences necessary to promote the academic, career, and personal/social development of students.				
k. Counselor provides group therapy sessions				
l. Counselor develops measurable outcomes for mental health counseling programs, activities, interventions, and experiences				
m. Counselor utilizes various assessments to diagnosis and provide appropriate treatment(s)				
Comments:				

3. PROFESSIONAL RESPONSIBILITIES: Use the self-evaluation, as applicable, to support the completion of this section.	Not Observed (0)	Needs Development (1)	Competent (2)	Exceeds Standards (3)
a. Counselor responds in timely manner to Dean or administrator (expectation is responding within <u>72</u> hours)				
b. Counselor participates in college, district, school, or area committees and meetings as well as other functions (if applicable)				
c. Counselor is involved in activities such as program and curriculum development, student and faculty orientation and mentoring, program review, accreditation, professional and staff development, institutional and unit planning, and district promotional activities (if applicable)				
d. Counselor provides training, workshops, and classroom presentations to students, faculty, and staff to promote psychological and personal health				
e. Counselor maintains effective working relationships with staff, faculty and students				
f. Counselor engages in the student learning outcomes process for improvement				
Comments:				

Commendations:

Recommendations:

Evaluator _____ Date of Observation _____
 Printed Name Signature

Evaluatee _____ Date _____
 Printed Name Signature

Check your position on this evaluation activity	
<input type="checkbox"/>	Faculty Peer
<input type="checkbox"/>	Faculty Peer
<input type="checkbox"/>	Dean or Administrator

Evaluation Form B-09

PART-TIME FACULTY EVALUATION FORM
PART D - PERFORMANCE EVALUATION SUMMARY

Name: _____ Date: _____

Faculty Member's Evaluation Status:

1st Semester 2nd Semester Needs to Improve Follow-up 3rd Year Cycle

Performance Evaluation Checklist	Date
Evaluation Period	
Notification to Part-Time Faculty to be Evaluated	
Initial Meeting with Instructor and Evaluation Team	
Completed Self-Evaluation	
Evaluation Form	
Student Surveys	
Class Observations	
Final Evaluation is Reviewed with Instructor	
Performance Evaluation Report sent to HRDO	

Overall Evaluation Summary – Collective Statement Written by Evaluation Team

Instructor Signature: _____ Date: _____

Educational Administrator: _____ Date: _____

Faculty Observer: _____ Date: _____

VP of Academic Affairs: _____ Date: _____

Student Evaluation for Classroom Faculty To be used in all classrooms, F2F and Virtual

Faculty Name and Course	Date:
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Please fill out this brief, anonymous survey and return it to the survey box.

Please indicate how much you agree or disagree with each of the following statements regarding your experience in this course.

	Agree	Neither Agree nor Disagree	Disagree	Strongly Disagree	Don't Know
1. The syllabus was followed and I was notified of any changes to the syllabus made after the first week of class.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
2. Information was provided in a clear and understandable manner.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
3. I attend office hours at least once during the semester.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
4. I would ask for help from this faculty member again.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
5. The faculty member was interested in explaining course content to me.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
6. I felt this faculty member was responsive to my emails, as described in the syllabus.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

7. What did the faculty member do that helped you?

8. What, if anything, could the faculty member have done to help you more?

Thank you for your participation in this survey.

ARTICULATION OFFICER EVALUATION

Articulation Officer Responsibilities	Not Observed (0)	Needs Development (1)	Competent (2)	Exceeds Standard (3)
1. The Articulation Officer demonstrates responsibility for day-to-day operations of the College's articulation process as it applies to four-year colleges and universities				
2. The Articulation Officer demonstrates accountability for day-to-day operations of the College's articulation process as it applies to four-year colleges and universities				
3. The Articulation Officer initiates faculty-approved articulation agreements between institutions of higher education.				
4. The Articulation Officer builds effective working relationships with: (a) Articulation Officers at four-year institutions, and (b) faculty and peers at the home campus(es).				
5. The Articulation Officer communicates effectively (both oral and written).				
6. The Articulation Officer demonstrates leadership qualities in serving as a consultant to the faculty and academic units, providing needed materials and information about the articulation process.				

<p>7. The Articulation Officer serves as an advocate for the faculty and campus academic programs to the academic community inside and outside the campus.</p>				
<p>8. The Articulation Officer serves as the campus liaison to the segmental system-wide offices, often responsible for disseminating policy changes, and updating information to ensure currency.</p>				
<p>9. The Articulation Officer serves on the Curriculum Committee, to provide input and to receive information about proposed changes in campus policy and curriculum, and actively seeks to disseminate, in a timely manner, the information gained from participation on such committees to peers and others affected by such information.</p>				
<p>10. The Articulation Officer demonstrates knowledge specific to CIAC, ASSIST, UC TCA, C-ID, CSU GE Breadth, and IGETC.</p>				
<p>11. The Articulation Officer maintains currency in articulation and attends appropriate meetings, conferences, and workshops, as District-funding allows.</p>				

Comments:

EVALUATEE'S SELF-EVALUATION REPORT FORM (ARTICULATION OFFICER)

Semester _____ Academic Year _____

Name of Evaluatee _____ **Date** _____

Discipline _____ **College** _____

This self-evaluation asks you to describe your activities during the past academic year, to list some goals and objectives for the next year, and to provide details about needed institutional support for you to achieve your goals and objectives. You are free to attach additional pages as needed.

Describe your activities during the past year in the following categories:

1. Maintaining your currency in your discipline:
2. Improving your ability to communicate course content or your professional expertise to students:
3. Participating in College/District governance and campus life:
4. Participating in publications, conference presentations, artistic exhibits, classroom research, development of new curriculum, in-service instruction, and community involvement specific to your area:
5. In your role as an articulation officer, including your involvement in the assessment of student learning outcomes, what have you learned about student needs and issues? How will you implement what you have learned?
6. List your goals and objectives for the next academic year in any or all of the above categories. Identify which of your goals is most important to you. What support do you need from the College in order to achieve your objectives?

**KINA/ATHL Course Evaluation/Observation
Classroom Observation**

Name of Instructor being evaluated:

Class being observed:

Date of Observation:

Observation conducted by:

1. Is the course presented according to the course outline and syllabus of record?
Are the course outline and syllabus updated and on file with the Office of Instruction?
2. What evidence is observed that the instructor emphasizes and integrates safety measures and protocols?
3. Does the instructor demonstrate and implement strong pedagogical principles that are appropriate for the course while teaching?
4. What instructional approaches are exhibited during the teaching episode that support student learning, student achievement, and equity?
5. Does the instructor teach within the psychomotor, cognitive, and affective domains? If so, please provide one example for each observed?
6. How does the instructor exhibit communication, organization, cooperation, and flexibility during the teaching episode?
7. How does the instructor stimulate interest and motivate students individually and collectively to support and encourage a positive learning environment?
8. According to the AIM Model (Activity, Instruction, Management), approximately observed as a percentage of total class-time does the instructor spend in each of these elements? (i.e. 70%, 20%, 10%)?
9. Did the instructor provide specific and objective formative and summative assessments that link into at least one specific SLO? If not, please request.
10. Other observations or comments:

BARSTOW COMMUNITY COLLEGE ATHLETIC COACH EVALUATION FORM

NAME: _____

COACHING POSITION: _____

Rate the coach using the following Scale of 1-5 (Circle the appropriate number):

	<i>Hardly Ever</i>	<i>Occasionally</i>	<i>Generally</i>	<i>Frequently</i>	<i>Almost Always</i>
I. PERSONAL AND PROFESSIONAL ATTRIBUTES					
A Personal Qualities					
1. Demonstrates self-confidence	1	2	3	4	5
2. Is enthusiastic	1	2	3	4	5
3. Presents a positive role model for the athlete (i.e., appearance, language, and sportsmanship)	1	2	3	4	5
B Personal Conduct					
4. Exhibits ethical behavior	1	2	3	4	5
5. Maintains emotional control under stress	1	2	3	4	5
6. Places the welfare of the athlete above winning and will not sacrifice values or principles	1	2	3	4	5
II. ADMINISTRATIVE PROCEDURAL ABILITIES					
A. Practice Organization					
7. Conducts well-planned practice sessions	1	2	3	4	5
8. Utilizes the entire coaching staff completely	1	2	3	4	5
9. Conducts appropriate pre-season preparation	1	2	3	4	5
B. Financial Resources					
10. Adheres to budget policies and procedures	1	2	3	4	5
11. Works within the constraints of the budget	1	2	3	4	5
C. Equipment Management					
12. Conducts pre-season equipment/uniform inventory	1	2	3	4	5
13. Submits timely requests for needed equipment/uniforms	1	2	3	4	5
14. Accountably issues equipment/uniforms	1	2	3	4	5
15. Maintains equipment/uniforms properly	1	2	3	4	5
16. Conducts accountable turn in of equipment/uniforms and changes athletes for missing equipment	1	2	3	4	5
D. Awards					
17. Submits awards list in timely manner	1	2	3	4	5
18. Distributes awards in a fair manner	1	2	3	4	5

	<i>Hardly Ever</i>	<i>Occasionally</i>	<i>Generally</i>	<i>Frequently</i>	<i>Almost Always</i>
III. KNOWLEDGE AND PRACTICE OF MEDICAL-LEGAL ASPECTS					
19. Exhibits reasonable and prudent conduct in preventing and handling accidents and injuries	1	2	3	4	5
20. Follows the advice of the physician/trainer regarding the participation of injured athletes	1	2	3	4	5
21. Provides safe playing conditions and protective equipment	1	2	3	4	5
22. Instructs players and supervises the implementation of the school's athletic code	1	2	3	4	5
23. Reinforces the school's policy against drugs, alcohol and tobacco	1	2	3	4	5
A. Coaching Methods					
24. Applies knowledge of the skills, techniques and rules of the sport	1	2	3	4	5
25. Assists athletes in reaching their fullest potential	1	2	3	4	5
26. Demonstrates the ability to analyze and correct errors	1	2	3	4	5
27. Demonstrates the ability to teach fundamentals	1	2	3	4	5
28. Develops good team spirit and morale	1	2	3	4	5
29. Develops self-confidence and determination in athletes	1	2	3	4	5
30. Employs sound methods to teach skills and techniques	1	2	3	4	5
31. Maintains discipline in a firm and friendly manner	1	2	3	4	5
32. Provides an environment that makes participation enjoyable for the athletes	1	2	3	4	5
B. Strategy					
33. Demonstrates the ability to evaluate the performance of athletes and teams	1	2	3	4	5
34. Is knowledgeable of a variety of tactics and strategies	1	2	3	4	5
35. Selects appropriate strategies and tactics	1	2	3	4	5
C. Rules and Regulations					
36. Abides by the rules and regulations of the sport and appropriate governing bodies and complies with the academic policies of the institutions	1	2	3	4	5
37. Demonstrates a knowledge of the rules	1	2	3	4	5
38. Enforces team rules in an equitable and consistent manner	1	2	3	4	5
V. PERSONNEL MANAGEMENT					
A. Player-Coach Relationships					
39. Demonstrates the ability to communicate effectively with all athletes	1	2	3	4	5
40. Develops and maintains a positive attitude among athletes	1	2	3	4	5
41. Is able to motivate athletes	1	2	3	4	5
42. Is concerned about academic achievement of athletes	1	2	3	4	5

43. Respects the rights and individual differences of athletes as long as it is not a detriment to the rest of the team	1	2	3	4	5
44. Shows concern for the welfare of athletes	1	2	3	4	5

VI. PUBLIC RELATIONS SKILLS

45. Communicates effectively with assistant coaches	1	2	3	4	5
46. Cooperates with the athletic director in establishing and conducting a quality athletic program	1	2	3	4	5
47. Understands concerns of parents/guardians	1	2	3	4	5
48. Coordinates appropriately/timely for transportation	1	2	3	4	5
49. Coordinates appropriately/timely for meals	1	2	3	4	5

VI. PUBLIC RELATIONS SKILLS

How well did the coach contribute to our:

50. Competitiveness to win	1	2	3	4	5
51. Development of character in athletes	1	2	3	4	5
52. improvement of the program's image	1	2	3	4	5

COMMENTS ON THE ABOVE ITEMS:

Item # _____

Item # _____

VIII. RELATED INFORMATION

1. Areas of Strength: _____

2. Areas Needing Improvement: _____

3. Recommendations: _____

Signature of Coach

Signature of Athletic Director

Date

Faculty Evaluation Summary To Be Completed by the Chair of the Committee

Date this form is completed:

Evaluatee Name:

Evaluatee Discipline:

Evaluatee Faculty Status:

- Tenured (Regular)
- Tenure Track
- Temporary Full Time

Observer Names:

- Academic Senate Peer:
- Discipline Peer:
- Administrative Evaluator:

Semester/year evaluation was conducted:

Dates of observations:

Date of Initial Meeting:

Date Final Evaluation Meeting:

Date Performance Evaluation Report Sent to HR Department:

Evaluation Summary (summarize the following):

- Job Performance/Observation & Evaluation Tool
- Student Achievement (Retention and Success Rates) when applicable per Article 12
- Student Evaluations
- Self-Assessment

Overall Evaluation

____ Needs Significant Development (PFIP Required)

____ Needs Development (Include specific issues under recommendations. FIP not required at this time.)

____ Accomplished

Recommendations: (If Tenure Track Faculty, include language in recommendation to award next contract, grant tenure, or not rehire)

	<u>Award Next Contract</u>	<u>Grant Tenure</u>	<u>Do Not Rehire</u>
<u>Chair</u>			
<u>Faculty Peer</u>			
<u>Faculty Peer</u>			

Commendations:

Goals for Next Evaluation:

Evaluatee Comments (*Optional*):

Evaluatee Date:

Academic Senate Peer Date:

Discipline Peer Date:

Administrative Evaluator Date:

Vice President Date:

President/Superintendent Date:

STUDENT EVALUATION- ATHLETIC DIRECTOR

STUDENT SURVEY FOR ATHLETIC DIRECTOR

Thank you for your participation in this short survey. We would appreciate your feedback on the presentation or service you received from the Athletic Director. Please respond honestly to the statements below and DO NOT sign or include your name so that your comments remain anonymous.

0) *Not Applicable* 1) *Strongly Disagree* 2) *Disagree* 3) *Neutral* 4) *Agree* 5) *Strongly Agree*

1. The athletic director was helpful to me.	NA	SD	D	N	A	SA
2. Information was provided in a clear and understandable manner.	NA	SD	D	N	A	SA
3. I was satisfied with the service the athletic director gave me.	NA	SD	D	N	A	SA
4. I would ask for help from this athletic director again.	NA	SD	D	N	A	SA
5. The athletic director was interested in explaining how to use the wellness center resources.	NA	SD	D	N	A	SA
6. I felt the athletic director treated me with courtesy and respect.	NA	SD	D	N	A	SA

What did the Athletic Director do that helped you?

What, if anything, could the Athletic Director, have done to help you more?

Comments:

Student Surveys for Coaches

1. In what specific ways did your coach support your academic success throughout the year?
2. Do you feel that your coach supported and prepared you academically, athletically, and developmentally? If so how?
3. How did your coach develop and support you to be ready to matriculate you to a four-year institution both academically and athletically.
4. Do you feel that you are ready to succeed academically and athletically if you are transferring to a four-year institution? Please explain how?
5. Overall, how would you describe your experience as a student/athlete here at Barstow Community College? Do you have any suggestions or concerns that you care to share?

STUDENT EVALUATION- COUNSELING

STUDENT SURVEY FOR COUNSELOR

Thank you for your participation in this short survey. We would appreciate your feedback on the presentation or service you received from your counselor. Please respond honestly to the statements below and DO NOT sign or include your name so that your comments remain anonymous.

1. What are the reasons for your visit with the counselor? (Select all that apply)
 - Education planning
 - Career planning
 - Transfer requirements
 - Special programs (EOPS, CARE, CalWORKS, YESS, VETS, ACCESS, 9-LINE, PROMISE)
 - General questions or concerns
 - Other (please specify):

2. Was this counselor knowledgeable about educational and career opportunities and how to help you plan for them?
 - Yes
 - No
 - Not applicable

Comments:

3. Did the counselor create an educational plan that was easy for you to understand?
 - Yes
 - No
 - Not applicable

4. Did the counselor provide adequate opportunity for discussion and understanding?
 - Yes
 - No

Comments:

5. What was most helpful to you about this counseling visit?

6. What, if anything, about this counseling visit could be improved?

7. Would you return to this counselor?

- Yes
- No

Comments:

8. If you were to give the counselor only one recommendation regarding this counseling session, what would that be?

9. How many times, including the most recent visit, have you talked with this counselor this semester?
 - 1-2 times
 - 3-4 times
 - 5-6 times
 - Over 6 times

10. Was the counselor knowledgeable about the resources and services available through the community?
 - Yes
 - No
 - Not applicable

Comments:

STUDENT EVALUATION- LIBRARIAN

STUDENT SURVEY FOR LIBRARIAN

Thank you for your participation in this short survey. We would appreciate your feedback on the presentation or service you received from the librarian. Please respond honestly to the statements below and DO NOT sign or include your name so that your comments remain anonymous.

0) *Not Applicable* 1) *Strongly Disagree* 2) *Disagree* 3) *Neutral* 4) *Agree* 5) *Strongly Agree*

1. The librarian’s presentation or assistance to my class was helpful.	NA SD D N A SA
2. The librarian was courteous, professional, genuinely interested in helping me, and made me feel welcome.	NA SD D N A SA
3. The librarian listened carefully and understood my questions and concerns.	NA SD D N A SA
4. The librarian provided information, which was clear, informative, and relevant to my questions.	NA SD D N A SA
5. If needed, the librarian answered my questions in a way that I could understand.	NA SD D N A SA
6. The librarian was well informed about available resources and knew how to find the information I needed.	NA SD D N A SA
7. The librarian searched for my topic or showed me how to conduct the search myself.	NA SD D N A SA
8. The librarian helped me evaluate information resources for relevance and credibility.	NA SD D N A SA
9. The librarian referred me to other appropriate resources or services if the materials were not readily available.	NA SD D N A SA
10. The librarian verified that my needs were met.	NA SD D N A SA
11. The librarian is someone I would be happy to return to for help in the future.	NA SD D N A SA
12. I am satisfied with the overall service that I received from this librarian.	NA SD D N A SA

Comments:

Administrator Review

Professionalism and Faculty Responsibilities

	Did Not Observe or N/A	Needs Significant Development	Needs Development	Accomplished	Accomplished Well
Demonstrates cooperation in working with students.					
Demonstrates cooperation in working with colleagues					
Demonstrates cooperation in working with staff					
Demonstrates cooperation in working with administrators					
Demonstrates professionalism in working with students					
Demonstrates professionalism in working with colleagues					
Demonstrates professionalism in working with staff					
Demonstrates professionalism in working with administrators					
Submits census, and/or positive attendance on-time.					
Submits grades on time.					
Submits student learning outcome data on time.					
Submits program learning outcome data on time.					
Submits office hours on time					
Maintains office hours and remains accessible to students.					
Timely adoption of textbooks, instructional materials					
Participates in overall area/discipline including development, maintenance, evaluation, updating of course outlines, and/or expansion of programs.					
Contributes to program review.					
Participates in area/discipline meetings.					

Maintains schedule by attending and teaching all assigned classes or student services, and assigned college service.					
Keeps appointments with students.					
Keeps appointments with administrators.					
If applicable, participates in club work in advisor capacity.					
Participates in college committees.					
If applicable, participates in college and/or regional economic partnerships.					
The faculty member demonstrates consistent service on college committees, projects, and/or student organizations.					
Questions from administrators are welcomed and responded to in a professional manner					

Comments:

APPENDIX C-1

**BARSTOW COMMUNITY COLLEGE
FACULTY GRIEVANCE FORM – Level One**

The faculty grievance procedure is described in Article XIII of the BCFA Agreement. The BCFA Grievance Officer will assist faculty members in the preparation of grievance materials, at the request of the grievant. This completed form must be submitted to the District Officer occasioning the Grievance. The completed form must be submitted to the District within the contractual timelines.

PROCEDURE

Article XIII – Grievance Procedure

13.4.1 Within thirty (30) days after the grievant knew or should have reasonably known of the act or omission giving rise to the grievance, the grievant will file the grievance with the administrator who was responsible for the act or omission being grieved. There shall be a meeting between said administrator either individually or with the Association's designated grievance representative with the objective of resolving the matter.

Name of Grievant _____ Ext. _____

Signature of Grievant _____ Date _____

District Officer Occasioning the Grievance _____

The Date Grievant Became Aware of the Act or Omission Giving Rise to the Grievance

Briefly describe the act or omission giving rise to the grievance. Include in your description the relevant circumstances, the specific BCFA Agreement section allegedly violated, and the specific remedy sought.

Date discussion occurred with the District Officer occasioning the grievance _____

Received _____ on _____ by _____
Division Date Initials of Recipient

APPENDIX C-2

**BARSTOW COMMUNITY COLLEGE
FACULTY GRIEVANCE FORM – Level Two**

The faculty grievance procedure is described in Article XIII of the BCFA Agreement. A copy of the original grievance and the grievant’s summary of the discussion from Level One must be attached to this completed form and submitted within contractual timelines.

PROCEDURE

Article XIII – Grievance Procedure

13.4.2 If the grievant is not satisfied with the disposition of the grievance at Level One, the grievant may file the grievance in writing with the Vice President Academic Affairs or Student Services or his/her designee, and with the President of the Association or the President's designee, within ten (10) days following the receipt of level one response.

Name of Grievant _____ Ext. _____

Signature of Grievant _____ Date _____

District Officer Occasioning the Grievance _____

The Date Grievant Became Aware of the Act or Omission Giving Rise to the Grievance

Briefly describe the reasons for appeal of the decision from Level One. Include the specific remedy sought.

Date completed form was received by the President’s Office _____

The decision, including stated reasons for said decision, of the Vice-President or his/her designee, shall be presented to the grievant and the President of the Association in writing within five (5) days following the meeting at Level Two.

Received _____ on _____ by _____
Division Date Initials of Recipient

APPENDIX C-3

**BARSTOW COMMUNITY COLLEGE
FACULTY GRIEVANCE FORM – Level Three**

The faculty grievance procedure is described in Article XIII of the BCFA Agreement. A copy of the original grievance and the grievant’s summary of the discussion from Level One must be attached to this completed form and submitted within contractual timelines.

PROCEDURE

Article XIII – Grievance Procedure

13.4.3 If the grievant is not satisfied with the disposition of the grievance at Level Two, or at Level One where the appropriate administrator at Level One is the Vice-President, the grievant may file the grievance in writing with the Superintendent/President of the college or his/her designee, and with the President of the Association or the President's designee, within ten (10) days following the response received at the immediately preceding level.

Name of Grievant _____ Ext. _____

Signature of Grievant _____ Date _____

District Officer Occasioning the Grievance _____

The Date Grievant Became Aware of the Act or Omission Giving Rise to the Grievance

Briefly describe the reasons for appeal of the decision from Level One. Include the specific remedy sought.

Date completed form was received by the President’s Office

The decision, including stated reasons for said decision, of the college's Superintendent/ President or the Superintendent/President's designee, shall be presented to the grievant and the President of the Association in writing within five (5) days following the meeting at Level Three.

Received _____ on _____ by _____
Division Date Initials of Recipient

APPENDIX C-4

**BARSTOW COMMUNITY COLLEGE
FACULTY GRIEVANCE FORM – Level Four**

The faculty grievance procedure is described in Article XIII of the BCFA Agreement. A copy of the original grievance and the grievant’s summary of the discussion from Level One must be attached to this completed form and submitted within contractual timelines.

PROCEDURE

Article XIII – Grievance Procedure

13.4.4 Advisory Arbitration. If the Association is not satisfied with the disposition of the grievance at Level Three or if no written decision has been rendered within the timeline, the Association may decide to take the grievance to Advisory Arbitration.

Name of Grievant _____ Ext. _____

Signature of Grievant _____ Date _____

District Officer Occasioning the Grievance _____

The Date Grievant Became Aware of the Act or Omission Giving Rise to the Grievance

Briefly describe the reasons for appeal of the decision from Level One. Include the specific remedy sought.

Within ten (10) days of the Association’s request for arbitration, the Association and the District shall mutually select an arbitrator. If no agreement is reached, the Association shall request a list of arbitrators from the State Mediation & Conciliation Service (SMCS). The parties shall select an arbitrator by striking names until only one remains. The parties shall determine who strikes first by coin toss. The Association and District shall each pay one half (1/2) of any charges required by the arbitrator.

Received _____ on _____ by _____
Division Date Initials of Recipient

APPENDIX C-5

**BARSTOW COMMUNITY COLLEGE
FACULTY GRIEVANCE FORM – Level Five**

The faculty grievance procedure is described in Article XIII of the BCFA Agreement. A copy of the original grievance and the grievant’s summary of the discussion at Level One and a copy of the grievance form and the written response from the District at Level Two must be attached to this completed form and submitted within contractual timelines.

PROCEDURE

Article XIII – Grievance Procedure

13.4.5 If the grievant or Association is not satisfied with the disposition of the grievance at Level Three or at Optional Advisory Arbitration, or if no written decision has been rendered within five (5) days following the Level Three meeting with the Superintendent/President of the college or the Superintendent/President's designee, the President of the Association or the President's designee may, within an additional ten (10) days submit the grievance on the appropriate form to the Board of Trustees.

Name of Grievant _____ Ext. _____

Signature of Grievant _____ Date _____

District Officer Occasioning the Grievance _____

The Date Grievant Became Aware of the Act or Omission Giving Rise to the Grievance

Briefly describe the reasons for appeal of the decision from Level One. Include the specific remedy sought.

The Board shall inform the grievant, in writing, of its decision within twenty (20) days after hearing the grievance. This shall be the final step in the grievance procedure.

Received _____ on _____ by _____
Division Date Initials of Recipient

**APPENDIX D
STIPEND SCHEDULE AND REASSIGNED TIME**

STIPENDS

Faculty Director for Theater Production	\$2,000/per year (current CBA)
Peer Review	\$3,960 per reviewer per semester
Online Education Initiative Course Exchange	\$500 per course

Effective January 1, 2022 for the incumbents of filled positions:

Approved Club Advisor	\$300 per semester
Pathway Leads	\$2,970 per semester
Faculty Academic Support Coordinator	\$15,840 per year
Faculty Distance Education and Instructional Technology Coordinator	\$15,840 per year
Faculty Observer for Evaluation	\$100 per evaluation team beyond 3/semester
Stipends for Part-Time Faculty	
o Curriculum Development (Course Outline of Record = COR)	\$500 per COR
o Program Review	\$500/Program Review
o All Day In-Service	\$200 per day

Other faculty work that is difficult to anticipate or may not occur every year can be paid using the special compensation process. BCFA will be notified of this work.

COACHING STIPENDS effective July 1, 2022

Full-Time Faculty Head Coach	\$10,000
Adjunct Head Coach	\$25,000
Assistant Coaches	\$ 6,000

REASSIGNED TIME

Academic Senate President	50%
Outcomes Assessment Coordinators	40%
Curriculum Chair	50%

APPENDIX E

	A	B	C	D	E	F
1	45 Cap increments of 1/3 of cap or 15					
2	Load	Load: 46-60	Load: 61-75	Load: 76-90		
3	1.00	1.33	1.67	2.00		
4	2.00	2.67	3.33	4.00		
5	3.00	4.00	5.00	6.00		
6	4.00	5.33	6.67	8.00		
7	5.00	6.67	8.33	10.00		
8	6.00	8.00	10.00	12.00		
9	7.00	9.33	11.67	14.00		
10	8.00	10.67	13.33	16.00		
11	9.00	12.00	15.00	18.00		
12						
13	30 Cap increments of 1/3 of cap, or 10					
14	Load	Load: 31-40	Load: 41-50	Load: 51-60		
15	1.00	1.33	1.67	2.00		
16	2.00	2.67	3.33	4.00		
17	3.00	4.00	5.00	6.00		
18	4.00	5.33	6.67	8.00		
19	5.00	6.67	8.33	10.00		
20	6.00	8.00	10.00	12.00		
21	7.00	9.33	11.67	14.00		
22	8.00	10.67	13.33	16.00		
23	9.00	12.00	15.00	18.00		
24						
25	27 Cap increments of 1/3 of cap, or 9					
26	Load	Load: 27-35	Load: 36-44	Load: 45-53		
27	1.00	1.33	1.67	2.00		
28	2.00	2.67	3.33	4.00		
29	3.00	4.00	5.00	6.00		
30	4.00	5.33	6.67	8.00		
31	5.00	6.67	8.33	10.00		
32	6.00	8.00	10.00	12.00		
33	7.00	9.33	11.67	14.00		
34	8.00	10.67	13.33	16.00		
35	9.00	12.00	15.00	18.00		
36						
37	Calculations are based on student enrollments at Census					
38	In the Summer, all faculty (FT and PT) are paid using current PT hourly rate.					

1
2
3 **Memorandum of Understanding**
4 **Between**
5 **Barstow Community College District and Barstow College Faculty Association**
6 **September 30, 2020**

7 This Memorandum of Understanding (“MOU”) is entered into by and between the Barstow
8 Community College District (hereinafter referred to as “District”) and the Barstow College
9 Association CCA/CTA/NEA (hereinafter referred to as “BCFA”) (hereinafter referred to as the
10 “Parties”), and is expressly made pursuant to the Educational Employment Relation Act and the
11 current Collective Bargaining Agreement (“CBA”). The purpose of this MOU is to address unit
12 members’ work as routine Peer Reviewers for maintaining curriculum currency.

13 **TERMS**





- 14 1. The District, through the Curriculum Committee and Academic Senate, is currently planning
15 to recruit three (3) unit members to work as Routine Peer Reviewers of curriculum to
16 maintain curriculum currency, as required by Title 5, accreditation and articulation
17 processes.
- 18 2. For the District to maintain its delegated authority to review and approve new and revised
19 courses, the District must certify the local approval process meets comprehensive guidelines
20 produced by the Chancellor’s Office. These guidelines include the need for Routine Peer
21 Reviewers of the curriculum.
- 22 3. The Curriculum Committee will recruit Routine Peer Reviewers. The deadline for unit
23 members to apply to be a Routine Peer Reviewer is October 7, 2020.
- 24 4. A total of three (3) Routine Peer Reviewers will be selected by a committee comprised of the
25 following individuals:
26
27 a. Curriculum Committee Chair
28 b. Articulation Officer
29 c. Dean of Counseling
30 d. One unit member volunteer who is currently a member of the Curriculum Committee
- 31 5. All full-time and part-time unit members are eligible to apply for the position of Routine Peer
32 Reviewer.
- 33 6. Unit members selected as Routine Peer Reviewers will be notified by October 9, 2020, by 5
34 p.m. via email of their selection. Routine Peer Reviewers commit to review work for the
35 2020-2021 academic year.
- 36 7. Training for Routine Peer Reviewers will be held October 12, 2020, and lasts two (2) hours.
37 The training will be paid at the current part-time unit member hourly rate (\$55).
- 38 8. Routine Peer Reviewers will be paid at the part-time unit member hourly rate for 20 hours of
39 work for Fall 2020 work.
- 40 9. Routine Peer Reviewers will be paid at the part-time unit member hourly rate for 36 hours of
41 work for Spring 2021.
- 42
43
44
45
46
47
48
49
50

51 10. All courses reviewed for Academic Year 2020-2021 must be completed by April 2, 2021 and
52 will be available to the Curriculum Committee for consultation through the end of the
53 academic year.

54
55 It is the intent of the parties that this MOU be an ongoing obligation to meet compliance
56 requirements. This MOU shall remain in effect until the parties negotiate these terms into the
57 successor agreement.

58
59 Entire Agreement: This Agreement constitutes the entire agreement and understanding
60 between the Parties. There are no other oral understandings, terms, or conditions and neither
61 party has relied upon any representation, express or implied, not contained in this Agreement.
62 This agreement becomes operational upon signature by representatives of the District and
63 BCFA.

64
65 Modification: This Agreement cannot be changed or supplemented orally and shall be modified
66 or superseded only by a written instrument executed by both Parties.

67	For the District	Date	For BCFA	Date
68				
69				
70				
71	Rex Randall Erickson (Oct 16, 2020 08:27 PDT)			
72	_____ Rex Randall Erickson		_____ Dr. Beverly Ranney	
73				
74				
75	_____ Karen Kane			
76				
77				
78	_____ Heather Minehart			

**DISTRICT PROPOSED
MEMORANDUM OF UNDERSTANDING
BETWEEN
BARSTOW COMMUNITY COLLEGE DISTRICT AND
BARSTOW COLLEGE FACULTY ASSOCIATION CCA/CTA/NEA
October 6, 2020**

This Memorandum of Understanding (“MOU”) is entered into by and between the Barstow Community College District (hereinafter referred to as “District”) and the Barstow College Faculty Association CCA/CTA/NEA (hereinafter referred to as “BCFA”) (hereinafter collectively referred to as the “Parties”), and is expressly made pursuant to the Educational Employment Relation Act and the current Collective Bargaining Agreement (“CBA”). The purpose of this Memorandum of Understanding is to address unit members working conditions and campus operations during the COVID-19 emergency Temporary Remote Instruction (“TRI”) situation.

This MOU between the Parties is not intended to permanently change the terms of the current CBA, but is instead a one-time, non-precedent setting agreement that may not be used as the basis of a past practice by either party. This MOU supersedes the MOU of April 1, 2020.

TERMS

1. The District is primarily offering remote instructional and non-instructional services for the Fall 2020- and Spring 2021 semesters. In order to ensure the safety of faculty members returning to campus for their assignments, the District agrees to provide a reasonably safe working environment in conformance with COVID-19 guidelines issued by the Centers for Disease Control and Prevention (CDC), California Department of Public Health (CDPH), California Chancellor of Community Colleges Office, the California Department of Industrial Relations Division of Occupational Safety and Health (Cal/OSHA), as well as other health orders from state and local public health officers. These guidelines may include, but are not limited to, items such as maximum occupancy of classrooms; social distancing requirements for all instructional spaces; screening and testing of all persons coming on campus by District-trained personnel; limits on the number of classes/students allowed on campus and within each building at any given time; limits on hallway and bathroom use; cleaning and disinfecting requirements; ensuring the appropriate open ventilation and air circulation; and the provision of personal protective equipment (PPE) for faculty and students.
 - a. The following classes/courses with hard-to-convert labs will be held on campus following all required safety guidelines and social distancing measures to allow instructors to assess students following Chancellor’s Office skills-based competency guidelines.
 - i. Welding
 - ii. IMMT/ IMEI / ELCT
 - iii. Photography
 - iv. Auto
 - v. Diesel
 - vi. EMT

- 50 b. Work-Stations. The District shall provide clean, sanitized, safe, working spaces in
51 conformance with the above COVID-19 guidelines and health orders from federal, state,
52 and local public health officers. Unit members will not perform these duties.
53
- 54 c. Faculty shall have the authority to require students to comply with District-established
55 health and safety measures; including following social distancing protocol and wearing
56 facial coverings. Faculty will also have the option to ask a student to leave a
57 classroom/workspace or cancel a class meeting with no loss of pay or leave if the
58 situation with a student warrants in accordance with District Board Policy 5500
59 Administrative Procedures 5520.
60
- 61 2. Article 7.14.1 limiting online load is waived during the term of this MOU.
62
- 63 3. Pedagogy and methodology is left to the discretion of the faculty of record, while the
64 determination of which class sections can be provided via synchronous or asynchronous
65 delivery shall be determined by the Dean in consultation with faculty at the time of schedule
66 creation. Unit members who are teaching asynchronous classes shall not schedule
67 mandatory meetings with their classes.
68
- 69 4. All unit members who do not have access to the technology tools to provide online
70 education will be provided access to said tools by the District, including the right of access
71 to faculty offices, access to under-utilized instructional areas on campus subject to social
72 distancing requirements, and may be loaned equipment to facilitate online education at the
73 discretion of the District.
74
- 75 5. During 2020-2021 academic year, the evaluations of unit members currently subject
76 to evaluation under Article XII and the Evaluation MOU will be modified as follows:
77
- 78 a. Evaluations of unit members will take place in specified weeks of the term:
79
- 80 i. 18-, 16-, and 12-week sessions: weeks 6-14
81
- 82 ii. First 9-week session: weeks 6-8
83
- 84 iii. Second 9-week session: weeks 12-14
85
- 86 b. The following modified Observation forms attached to this MOU will be used instead of
87 forms in the CBA:
88
- 89 i. Classroom (Attachment A)
90 ii. Counseling (Attachment B)
91 iii. Mental Health Counseling (Attachment C)
92 iv. Athletic Director (Attachment D)
93 v. Part-Time Faculty Evaluation Summary (Attachment E)
94 vi. Faculty Improvement Plan (Attachment F)
95
- 96 c. Student survey forms have been modified and will be used instead of forms in the CBA
97 for the following areas:
98
- 99 i. Classroom (Attachment G)

- 100 ii. Counseling (Attachment H)
101 iii. Mental Health Counseling (Attachment I)
102
103 d. Student surveys shall be open for two weeks in an online class.
104
105 i. Educational administrators will send an email or make an announcement in
106 Canvas shells to students in each class with the following statement:
107
108 Student surveys help Barstow Community College facilitate instructor
109 growth. Your response to the survey will take approximately 3 minutes
110 and your answers will be kept confidential until after you receive your final
111 grade. Your instructor/counselor/Director/Librarian will not know whether
112 you submitted a survey. Your participation in student surveys is voluntary.
113
114 ii. If fewer than 50% of the students enrolled after census do not respond to the
115 student survey, no results will be used. The results will be made available to the
116 unit member after the course grades are submitted.
117
118 ii. The educational administrator who made the initial announcement to students
119 regarding student surveys may post one reminder announcement at the end of
120 the first week of the survey window.
121
122 6. During the 2020-2021 academic year, completion of weekly instruction, office hours, and
123 college service under the collective bargaining agreement may not be possible.
124 Accordingly, the parties agree and understand:
125
126 a. Classes/courses held TRI may not correspond to the same scheduling requirements as
127 an in-person class;
128
129 b. To the extent possible, non-classroom assignments for both instructional and non-
130 instructional faculty, under the collective bargaining agreement, may be conducted
131 online and may not correspond to the same scheduling requirements as face-to-face
132 responsibilities;
133
134 c. To the extent possible, instructional bargaining unit members shall conduct office hours
135 online such as Zoom, Canvas, and/or via email. During this time, requirements that
136 bargaining unit members complete five (5) hours of office hours per week, under the
137 collective bargaining agreement shall be waived, provided that unit members
138 demonstrate availability and consistent student contact;
139
140 d. To the extent possible, bargaining unit members shall conduct professional duties and
141 responsibilities online, via Zoom, and/or via email. Professional responsibilities
142 required to be performed under the collective bargaining agreement, and which cannot
143 reasonably be conducted remotely, shall be discussed with the Dean.
144
145 7. During the term of this MOU, literature, communications, and science lab-based courses
146 will be capped at 30 students per section. Child 49 will be capped at 20 students per
147 section. Essential trade laboratories and photography classes shall have no more than 9
148 students at a time in face-to-face lab settings.
149

- 150 8. A monthly stipend of \$50 will be provided to all unit members for internet and other remote
151 work expenses. This will be paid each month from July 1, 2020, through May 31, 2021.
152
- 153 9. If a unit member who is assigned to campus (or a member of the unit member's household)
154 has experienced COVID-19 symptoms, has tested positive for COVID-19, or has been
155 potentially exposed to someone with COVID-19 (either through community-related
156 exposure or international travel), the unit member shall, via email, provide information
157 relating to the unit members presence on campus and interpersonal contacts on campus, to
158 the District Human Resources Interim Vice President, who will keep this information
159 confidential to the extent practicable by law. The unit member must also follow CDC and
160 County guidelines to self-quarantine and/or seek advice from a health care provider.
161
- 162 a. Employees who are at increased risk for severe illness and must take extra
163 precautions or who must self-quarantine based upon advice from, or while seeking a
164 diagnosis from, a health care provider after exhibiting symptoms may be able to
165 continue working remotely or may need to take leave, depending on the assignment.
166
- 167 b. Faculty members who must take leave will not be charged accrued leave of any kind
168 for the first 80 hours, in accordance with HR 6201 (Families First Coronavirus
169 Response Act). Similarly, those employees who have been advised to take extra
170 precautions for reasonable cause, including being over age 65, having a compromised
171 immune system, or having another underlying medical condition, or who live with or
172 provide care for someone in these risk groups, or who are caring for a child because
173 the child's school or child-care provider is closed, will be granted the same 80 hours of
174 leave, consistent with HR 6201, if they are unable to continue to work remotely.
175
- 176 c. Faculty who must be absent from work for more than the 80 hours allotted above due
177 to symptoms or illness related to the COVID-19 or to the need to continue taking extra
178 precautions shall be provided with options for further absence from work, including the
179 ability to work remotely, as indicated on the "Temporary Modification of Assignment
180 due to Sick Leave Tracking Authorization" form (Attachment J).
181
- 182 d. The District may require medical documentation prior to the unit member returning to
183 campus.
184
- 185 e. If additional State or Federal authorization and appropriations for additional paid sick
186 leave are approved, such as HR 6201, unit members who utilize paid sick leave for the
187 purposes of quarantine, diagnosis, or preventative care shall be entitled to a leave
188 credit in those amounts and at those rates as authorized by law.
189
- 190 10. All other terms and conditions of work shall be in accordance with the current collective
191 bargaining agreement between the District and BCFA. In the event new circumstances
192 arise after the date of this MOU, the Parties agree to meet and negotiate in good faith
193 regarding any additional impacts and effects caused by the change in circumstances.
194
- 195 Immediately following return to normal campus operations and face-to-face instruction,
196 unless otherwise negotiated by the parties, all terms, conditions, and agreements stated in
197 this Agreement shall cease and return to that stated in the current collective bargaining
198 agreement between the District and BCFA.
199

- 200 11. Entire Agreement: This Agreement constitutes the entire agreement and understanding
201 between the Parties. There are no other oral understandings, terms, or conditions and
202 neither party has relied upon any representation, express or implied, not contained in this
203 Agreement. All prior understandings, terms, or conditions are deemed merged into this
204 Agreement.
205
- 206 12. This Agreement is non-precedential, will not bind the Parties in any future action, whether
207 under similar circumstances or not, and cannot be introduced in any grievance, arbitration,
208 complaint, administrative or legal proceeding as evidence of past practice or intent of the
209 parties or meaning or application of the collective bargaining agreement.
210
- 211 13. Modification: This Agreement cannot be changed or supplemented orally and shall be
212 modified or superseded only by a written instrument executed by both Parties.
213
- 214 14. Execution: The Agreement may be executed in several counterparts and shall be deemed
215 legally effective at such time as the counterparts thereof, duly executed on behalf of both
216 parties, have been furnished and delivered to the parties or attorneys for the parties to this
217 Agreement.
218
- 219 15. Unless subsequent modifications to this agreement are negotiated, this Agreement will
220 sunset May 31, 2021.
221

222 For the District:

For the Faculty Association:

223
224 
225 Rex Randall Erickson (Oct 16, 2020 09:04 PDT)

226 Rex Randall Erickson

223
224 *Beverly Ranney*

225
226 Dr. Beverly Ranney

227 *Karen Kane*

228
229 Karen Kane

230 *Heather Minehart*
231 **Heather Minehart**

232 Heather Minehart
233

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ATTACHMENT F
Temporary Modification of Assignment Due to Sick Leave
LEAVE TRACKING AUTHORIZATION

During the possibility of a pandemic, the District is offering temporary accommodations for employees who are sick, who need to or are directed to go home to help prevent the disease from spreading, who need to avoid exposure for themselves or others with whom they reside or provide care, or who need to care for a child because the child's school or child-care provider is closed. This is a temporary accommodation that may be implemented by the District as needed.

Employee Name: _____

Department: _____

Leave begin date: _____

Leave return date: _____

Options Available (circle one)

- A) Use my current sick leave balance
- B) Extended leave (half-salary) pay
- C) Work from home (to be arranged with direct supervisor)

I, _____, hereby authorize the District to process my leave of absence as indicated above.

If Option A:

- In the event that my leave is exhausted during the pandemic, I hereby authorize the District to process my leave in accordance with option _____ (B/C) above.

If Option C:

- Employee has responsibility for maintaining the security and confidentiality of District files, data and other information that are in the off-site work place.
- District will not reimburse the unit member for the cost of off-site related expenses such as internet connection, phone service, water, electricity, and any expenses incurred by working from home.
- Employee may be asked to participate in meetings via online.
- The failure to adhere to these expectations may have an adverse effect on the continued ability to work from home

284 • The District may at any time may stop the home work arrangement.

285

286 I represent that I have read and understand this form fully and this request is executed
287 voluntarily and has not been made as a condition of my continued employment.

288

289 Date: _____

290

291

292

293 _____ Employee Name (printed) Employee signature _____

294

295

296

297 Date: _____

298

299 _____

300

Attachment A
Online Faculty Observation Form in PDF

Section 1: Syllabus Requirements - Check the appropriate response that supports the required information	Not Observed (0)	Needs Development (1)	Competent (2)	Exceeds Standard (3)
Contact Information: (during the COVID-19 Pandemic) All faculty must include email.				
Office Hours: (during the COVID-19 Pandemic) Faculty are readily available to students.				
Class Meeting Information (unless asynchronous): Dates, days, times; when class doesn't meet due to holidays; if available, when final exam will be given.				
Lecture hours, lab hours, units, prerequisites match the Course Outline of Record (COR)/Current Catalog.				
Course Description match the COR/Current Catalog				
Content of the Course match the COR; may provide link to COR if information is extensive				
Course Objectives match the COR				
Student Learning Outcomes (SLOs) match the COR				
Texts and/or other required materials match the COR				
Methods of Instruction/Assignment: Include essays, tests, research papers, midterm, and final exam				

Grading Procedures/Grade Progress: Should include information to students on how they can track their grade/progress and an explanation of how the grade is broken down, this can be a table of assignments/points/grade)				
Topical Outline (by date or week)				
Policies of Instructor: Should include attendance/drop policy, reasons for dropping/reinstating students, late assignments, paper revisions, extra credit, makeup exams. Some of these matters are governed by school policy, which you must observe.				
Sexual Harassment/Title IX: Must use BCC Academic Senate approved statement				
Disability Disclaimer (see sample language)				
Syllabus Disclaimer (see sample language)				
Academic Honesty Policy (see policy and sample language)				
Basic Needs Support Services statement (see statement - required in syllabus, effective 2nd Nine week term of the Fall 2020 semester)				
Comments				

Section 2: Instructor Contact Requirements - Check the appropriate box that supports the required information	Not Observed (0)	Needs Development (1)	Competent (2)	Exceeds Standard (3)
Weekly Group Discussion posts; (Faculty are in the group discussion a minimum of 2x each week on 2 different days)				
Are the questions open ended to foster critical thinking? This includes multiple assessment types.				
Weekly Assignment; (For example: a journal assignment, or paper, or project, or quiz, or exam, or other)				
Timely feedback on student work (within one working week)				
Timely response to emails (within two working days)				
Timely response to Educational Administrators (48 hours outside of weekends)				
Weekly announcements in the LMS				
Instructor prepared material that creates the “virtual equivalent” of the face-to-face classroom.				
Comments				

Section 3: ADA/Accessibility Requirements - Check the appropriate box that supports the required information	Not Observed (0)	Needs Development (1)	Competent (2)	Exceeds Standard (3)
Videos are closed-captioned (not using auto-generated captioning) (If provided the week of the evaluation)				
Links are titled (the full html does not appear in the text)				
Page structure: utilizes the headings and subheadings. Used lists, numbered or bulleted lists. Indexes (for stairstep indents, outlines) which can be found using the Word document styles feature				
Comments				
Section 4: Commendations and Recommendations				
Commendations				
Recommendations				

FACULTY EVALUATION COUNSELOR OBSERVATION

Name: _____ Position: Counselor Date: _____

Faculty Member's Status:

Contract Standing for Tenure Tenured

Evaluation Time Frame: _____

Evaluation Period: _____

Date of Initial Meeting: _____

Date Final Evaluation is Reviewed with Instructor: _____

Date Performance Evaluation Report sent to HRDO: _____

Evaluation Team:

Administrator: _____

Discipline Peer: _____

Academic Senate Peer: _____

Evaluatee: _____ Status: _____

1. Identify the counseling activity observed: One-on-one session Group session Presentation

Describe briefly what happened during your observation _____

2. COUNSELING RESPONSIBILITIES: Check the appropriate response for each activity you observed during this evaluation observation. If you think you are not qualified to judge an item, explain in the comments section.	Not Observed (0)	Needs Development (1)	Competent (2)	Exceeds Standard (3)
a. Counselor demonstrates knowledge of counseling practices				
b. Counseling appointment demonstrates preparation and organization				
c. Counselor communicates clearly				
d. Counselor demonstrates sensitivity to students of varying abilities, ethnic, and cultural backgrounds				
e. Counselor demonstrates knowledge of college curriculum requirements for degree, certificate, and transfer courses				
f. Counselor makes appropriate referrals to on and off-campus resources and programs				
g. Counselor prepares and maintains accurate education plans				
h. Counselor respects the student's needs and challenges				
i. Counselor respects the confidential nature between counselor and student				
j. Counselor encourages student participation				
k. Counselor checks for understanding throughout the session				
l. Counselor creates an engaging learning environment				
m. Counselor presents information in a logical sequence				
Comments:				

3. PROFESSIONAL RESPONSIBILITIES: Use the self-evaluation, as applicable, to support the completion of this section.	Not Observed	Needs Development	Competent	Exceeds Standards
a. Counselor responds in timely manner to Dean or administrator (expectation is responding within <u>72</u> hours)				
b. Counselor participates in college, district, school, or area committees and meetings as well as other functions (if applicable)				
c. Counselor is involved in activities such as program and curriculum development, student and faculty orientation and mentoring, program review, accreditation, professional and staff development, institutional and unit planning, and district promotional activities (if applicable)				
d. Counselor maintains effective working relationships with staff, faculty and students				
e. Counselor engages in the student learning outcomes process for improvement				
Comments:				

Commendations:

Recommendations:

Recommendation (Contract Employees Only):

1st Year Contract Employee (Art. 12.3.5.1):

	Peer (Disc.)	Peer (Acad. S.)	VP Student Services	Evaluation Committee	Superintendent/ President
Award 2 nd Contact					
Grant Tenure					
Terminate Employment					

2nd Year Contract Employee (Art. 12.3.5.2): Peer (Disc.) Peer (Acad. S.)

	Peer (Disc.)	Peer (Acad. S.)	VP Student Services	Evaluation Committee	Superintendent/ President
Award 3 rd Contact (Two Year)					
Grant Tenure					
Terminate Employment					

4th Year Contract Employee (Art. 12.3.5.3): Peer (Disc.) Peer (Acad. S.)

	Peer (Disc.)	Peer (Acad. S.)	VP Student Services	Evaluation Committee	Superintendent/ President
Grant Tenure					
Terminate Employment					

Counselor Signature: _____

Date: _____

Instructional Administrator: _____

Date: _____

Peer (Discipline): _____

Date: _____

Peer (Academic Senate): _____

Date: _____

Academic Senate President: _____

Date: _____

VP of Student Services: _____

Date: _____

Superintendent/President: _____

Date: _____

This certifies that I have read my evaluation. I will will not be attaching a letter of explanation/justification.

Counselor

SECTION VII – REVIEWER CERTIFICATION

I have reviewed this evaluation and discussed it with the immediate supervisor.

() I concur with the ratings and conclusion of the immediate supervisor and will provide comments as to the performance of this employee. (Optional)

() I do not concur with the ratings and conclusions of the immediate supervisor and will provide comments as to the reason for my non-concurrence. (Required)

Superintendent/President

Date

Attachment C
FACULTY EVALUATION
MENTAL HEALTH COUNSELOR
OBSERVATION

Name: _____ Position: Counselor Date: _____

Faculty Member's Status:

Contract Standing for Tenure Tenured

Evaluation Time Frame: _____

Evaluation Period: _____

Date of Initial Meeting: _____

Date Final Evaluation is Reviewed with Counselor: _____

Date Performance Evaluation Report sent to HRDO: _____

Evaluation Team:

Administrator: _____

Discipline Peer: _____

Academic Senate Peer: _____

Evaluatee _____ Status _____

1. Identify the counseling activity observed: One-on-one session Group session Presentation

Describe briefly what happened during your observation _____

2. COUNSELING RESPONSIBILITIES: Check the appropriate response for each activity you observed during this evaluation observation. If you think you are not qualified to judge an item, explain in the comments section.	Not Observed	Needs Development	Competent	Exceeds Standard
a. Counselor demonstrates knowledge of mental health counseling practices				
b. Counseling appointment demonstrates preparation and organization				
c. Counselor communicates clearly				
d. Counselor demonstrates the ability to use procedures for assessing and managing suicide risk				
e. Counselor demonstrates the ability to apply and adhere to ethical and legal standards in mental health counseling				
f. Counselor makes appropriate referrals to on and off-campus resources, schools and/or community agencies.				
g. Counselor designs and implements prevention and intervention plans related to the effects of (a) atypical growth and development, (b) health and wellness, (c) language, (d) ability level, (e) multicultural issues, and (f) factors of resiliency on student learning and achievement				
h. Counselor responds to mental health emergencies, students in crisis, and serves as a member of the "Crisis Intervention Team"				
i. Counselor respects the confidential nature between counselor and student				
j. Counselor advocates for the learning and academic experiences necessary to promote the academic, career, and personal/social development of students.				
k. Counselor provides group therapy sessions				
l. Counselor develops measurable outcomes for mental health counseling programs, activities, interventions, and experiences				
m. Counselor utilizes various assessments to diagnosis and provide appropriate treatment(s)				
Comments:				

3. PROFESSIONAL RESPONSIBILITIES: Use the self-evaluation, as applicable, to support the completion of this section.	Not Observed	Needs Development	Competent	Exceeds Standards
a. Counselor responds in timely manner to Dean or administrator (expectation is responding within <u>72</u> hours)				
b. Counselor participates in college, district, school, or area committees and meetings as well as other functions (if applicable)				
c. Counselor is involved in activities such as program and curriculum development, student and faculty orientation and mentoring, program review, accreditation, professional and staff development, institutional and unit planning, and district promotional activities (if applicable)				
d. Counselor provides training, workshops, and classroom presentations to students, faculty, and staff to promote psychological and personal health				
e. Counselor maintains effective working relationships with staff, faculty and students				
f. Counselor engages in the student learning outcomes process for improvement				
Comments:				

Commendations:

Recommendations:

Recommendation (Contract Employees Only):

1st Year Contract Employee (Art. 12.3.5.1):

	Peer (Disc.)	Peer (Acad. S.)	VP Student Services	Evaluation Committee	Superintendent/ President
Award 2 nd Contract					
Grant Tenure					
Terminate Employment					

2nd Year Contract Employee (Art. 12.3.5.2): Peer (Disc.) Peer (Acad. S.)

	Peer (Disc.)	Peer (Acad. S.)	VP Student Services	Evaluation Committee	Superintendent/ President
Award 3 rd Contract (Two Year)					
Grant Tenure					
Terminate Employment					

4th Year Contract Employee (Art. 12.3.5.3): Peer (Disc.) Peer (Acad. S.)

	Peer (Disc.)	Peer (Acad. S.)	VP Student Services	Evaluation Committee	Superintendent/ President
Grant Tenure					
Terminate Employment					

Counselor Signature: _____

Date: _____

Instructional Administrator: _____

Date: _____

Peer (Discipline): _____

Date: _____

Peer (Academic Senate): _____

Date: _____

Academic Senate President: _____

Date: _____

VP of Student Services: _____

Date: _____

Superintendent/President: _____

Date: _____

This certifies that I have read my evaluation. I will will not be attaching a letter of explanation/justification.

Counselor

SECTION VII – REVIEWER CERTIFICATION

I have reviewed this evaluation and discussed it with the immediate supervisor.

() I concur with the ratings and conclusion of the immediate supervisor and will provide comments as to the performance of this employee. (Optional)

() I do not concur with the ratings and conclusions of the immediate supervisor and will provide comments as to the reason for my non-concurrence. (Required)

Superintendent/President

Date

Attachment D

Observation Form – Athletic Director

Athletic Director: _____

Content: _____

Date: _____

Scheduled

Time: _____

STANDARD I: Athletic directors provide leadership and facilitate a shared vision of high-quality athletic programs that support achievement for all student athletes.

<input type="checkbox"/> Facilitates the development, implementation, and stewardship of a quality athletic program	<i>Needs Improvement</i>	<i>Satisfactory</i>	<i>Exemplary</i>
	<i>Evidence and/or Commendations/Recommendations</i>		
<input type="checkbox"/> Extends his/her mission beyond the academic growth of students	<i>Needs Improvement</i>	<i>Satisfactory</i>	<i>Exemplary</i>
	<i>Evidence and/or Commendations/Recommendation</i>		
<input type="checkbox"/> Develops the leadership capacity of staff to share the responsibility for implementing an athletic plan	<i>Needs Improvement</i>	<i>Satisfactory</i>	<i>Exemplary</i>
	<i>Evidence and/or Commendations/Recommendations</i>		

STANDARD II: Athletic directors ensure a high-quality athletic program is developed, articulated, and implemented.

<input type="checkbox"/> Is knowledgeable about current practices and methods in regards to safety, facilities management, etc.	<i>Needs Improvement</i>	<i>Satisfactory</i>	<i>Exemplary</i>
	<i>Evidence and/or Commendations/Recommendations</i>		
<input type="checkbox"/> Communicates his/her knowledge clearly to coaches, students, and staff	<i>Needs Improvement</i>	<i>Satisfactory</i>	<i>Exemplary</i>
	<i>Evidence and/or Commendations/Recommendation</i>		
<input type="checkbox"/> Uses comprehensive, collaborative planning skills to design effective athletic programs and instruction	<i>Needs Improvement</i>	<i>Satisfactory</i>	<i>Exemplary</i>
	<i>Evidence and/or Commendations/Recommendations</i>		

STANDARD III: Athletic directors are responsible for establishing and managing an athletic program that fosters a positive learning environment.

<input type="checkbox"/> Manages operations and resources to ensure a safe, efficient athletic program	<i>Needs Improvement</i>	<i>Satisfactory</i>	<i>Exemplary</i>
	<i>Evidence and/or Commendations/Recommendations</i>		
<input type="checkbox"/> Coordinates human and material resources to improve and support the athletic program	<i>Needs Improvement</i>	<i>Satisfactory</i>	<i>Exemplary</i>
	<i>Evidence and/or Commendations/Recommendation</i>		
<input type="checkbox"/> Contributes to the smooth functioning of the school environment	<i>Needs Improvement</i>	<i>Satisfactory</i>	<i>Exemplary</i>
	<i>Evidence and/or Commendations/Recommendations</i>		

STANDARD IV: - Athletic directors assess and analyze data to develop and adapt plans that enhance the athletic program.

<input type="checkbox"/> Observes coaches on a regular basis to provide feedback	<i>Needs Improvement</i>	<i>Satisfactory</i>	<i>Exemplary</i>
	<i>Evidence and/or Commendations/Recommendations</i>		
<input type="checkbox"/> Monitors student progress in athletics	<i>Needs Improvement</i>	<i>Satisfactory</i>	<i>Exemplary</i>
	<i>Evidence and/or Commendations/Recommendation</i>		
<input type="checkbox"/> Attends events to gather data regarding the athletic program	<i>Needs Improvement</i>	<i>Satisfactory</i>	<i>Exemplary</i>
	<i>Evidence and/or Commendations/Recommendations</i>		

STANDARD V:- Athletic directors are committed to continuous improvement and professional development.

<input type="checkbox"/> Seeks and uses feedback and reflects on his/her leadership	<i>Needs Improvement</i>	<i>Satisfactory</i>	<i>Exemplary</i>
	<i>Evidence and/or Commendations/Recommendations</i>		
<input type="checkbox"/> Is an active member of professional learning communities	<i>Needs Improvement</i>	<i>Satisfactory</i>	<i>Exemplary</i>
	<i>Evidence and/or Commendations/Recommendation</i>		
<input type="checkbox"/> Actively pursues professional growth and educational experiences	<i>Needs Improvement</i>	<i>Satisfactory</i>	<i>Exemplary</i>
	<i>Evidence and/or Commendations/Recommendations</i>		

Evaluatee Signature

Date

Evaluator Signature

Date

Print Evaluator Name: _____

APPENDIX
PART-TIME FACULTY EVALUATION FORM
PART D - PERFORMANCE EVALUATION SUMMARY

Name: _____ Date: _____

Faculty Member's Evaluation Status:

1st Semester 2nd Semester Needs to Improve Follow-up 3rd Year Cycle

<i>Performance Evaluation Checklist</i>	<i>Date</i>
Evaluation Period	
Notification to Part-Time Faculty to be Evaluated	
Initial Meeting with Instructor and Evaluation Team	
Completed Self-Evaluation	
Evaluation Form	
Student Surveys	
Class Observations	
Final Evaluation is Reviewed with Instructor	
Performance Evaluation Report sent to HRDO	

Overall Evaluation Summary – Collective Statement Written by Evaluation Team

Instructor Signature: _____ Date: _____

Educational Administrator: _____ Date: _____

Faculty Observer: _____ Date: _____

VP of Academic Affairs: _____ Date: _____

ATTACHMENT G
Online Student Survey in PDF

Section 1: Syllabus and Textbook - Select an appropriate response for each question	Not Applicable	Strongly Disagree	Neither Disagree nor Agree	Agree	Strongly Agree
The syllabus was informative and easy to understand					
The syllabus provided a description and the expectations of the course					
The syllabus provided Instructor contact information					
The syllabus provided grading procedures and information so that I knew how to track my grade progress throughout the course					
The required textbook was appropriate and supported the course material					
Section 2: Interaction and Communication - Select an appropriate response for each question	Not Applicable	Strongly Disagree	Neither Disagree nor Agree	Agree	Strongly Agree
I was able to share ideas with other students on a regular basis					
The course offered opportunities for interaction and communication from student to student					
The course offered opportunities for interaction and communication from student to instructor					

The course offered opportunities for interaction and communication from instructor to student					
My Instructor graded and/or provided feedback on my work within 1 week					
My Instructor was readily available and responded to my emails within two working days					
Section 3: Learning - Select an appropriate response for each question	Not Applicable	Strongly Disagree	Neither Disagree nor Agree	Agree	Strongly Agree
I clearly understood the components and structure of the course					
Course content and components were well organized					
Online tests were appropriate in evaluating my understanding of the material					
Online assignments or activities were helpful in understanding the course content					
The online components of this course helped to promote learning					
Section 4: General Satisfaction - Select an appropriate response for each question	Not Applicable	Strongly Disagree	Neither Disagree nor Agree	Agree	Strongly Agree

Overall, I am satisfied with this online course					
Overall, I am satisfied with this Instructor					
Compared to other college courses I've taken, this was a difficult course					
Section 5: What did you like most about this online course?					
Section 6: How can this course be improve?					
Section 7: General Comments					

Student Evaluation Fall 2020 - Counselor

Please answer the following questions regarding this counselor. Your responses are important to the college and the counselor. Your handwritten comments will be given to the counselor in typed form without reference to you. Do not include your name; your confidentiality is important to the process.

* Required

1. What are the reasons for your visit with counselor? (Select as as many that apply) *

- Education Planning
- Career Planning
- Transfer Requirements
- Special Programs (EOPS, CARE, CalWORKs, YESS, VETS, ACCESS, 9-Line, Promise)
- General Questions or Concerns
-

Other

Section 2:

2. Was this counselor prepared and organized in his or her interaction with you? *

Yes

No

3. Comments:

Section 3:

4. Did the counselor provide adequate opportunity for discussion and understanding? *

Yes

No

5. Comments:

Section 4:

6. Counselor was knowledgeable about specific courses, programs, services, or procedures you asked about? *

Yes

No

7. Comments:

Section 5:

8. Counselor was knowledgeable about educational and career opportunities and how to plan for them *

Yes

No

9. Comments:

Section 6:

10. Counselor was knowledgeable about resources and services available through the community. *

Yes

No

11. Comments

Section 7:

12. Counselor helped you achieve a realistic understanding of the options available to you.

*

Yes

No

13. Comments:

Section 9:

14. Counselor helped you gain confidence in your decision. *

Yes

No

15. Comments:

Section 10:

16. Counselor created an education plan that was easy to understand. *

Yes

No

17. Comments:

Section 11:

18. What was most helpful to you about this counseling visit

19. What was the least helpful to you about this counseling visit?

20. Would you recommend this counselor to another student? *

Yes

No

21. If you could give the counselor only one recommendation, what would that be? *

22. How many times, including this most recent visit, have you talked with the counselor this semester? *

1-2 times

3-4 times

5-6 times

Over 6 times

23. Are you a prospective student, currently enrolled, or alumni (already received a degree from Barstow Community College)? *

Prospective Student

Currently Enrolled

Alumni

24. Describe your enrollment status. *

Full Time student (enrolled in 12 or more units)

Part Time student (enrolled in 12 or more units)

Not currently enrolled

25. Do you have any comments about Counseling *

This content is neither created nor endorsed by Microsoft. The data you submit will be sent to the form owner.

 Microsoft Forms

Student Evaluation Fall 2020 - Mental Health Counselor

Please answer the following questions regarding this counselor. Your responses are important to the college and the counselor. Your handwritten comments will be given to the counselor in typed form without reference to you. Do not include your name; your confidentiality is important to the process.

* Required

* This form will record your name, please fill your name.

1. What are the reasons for your visit with counselor? (Select as as many that apply) *

Crisis Intervention

Mental Health Counseling

Group Counseling

Other

Section 2:

2. Was this counselor prepared and organized in his or her interaction with you? *

Yes

No

3. Comments:

Section 3:

4. Did the counselor provide adequate opportunity for discussion and understanding? *

Yes

No

5. Comments:

Section 4:

6. Counselor was knowledgeable about mental health. *

Yes

No

7. Comments:

Section 6:

8. Counselor was knowledgeable about mental health resources and services available through the community. *

Yes

No

9. Comments

Section 7:

10. Counselor is concerned about my mental health and wellness as well as my educational goals. *

Yes

No

11. Comments:

Section 8:

12. I feel assured that the discussions with my counselor will be kept confidential. *

Yes

No

13. Comments:

Section 10:

14. What was most helpful to you about this counseling visit?

15. What was the least helpful to you about this counseling visit?

16. Would you recommend this counselor to another student? *

Yes

No

17. If you could give the counselor only one recommendation, what would that be? *

18. How many times, including this most recent visit, have you talked with the counselor this semester? *

1-2 times

3-4 times

5-6 times

Over 6 times

19. Are you a prospective student, currently enrolled, or alumni (already received a degree from Barstow Community College)? *

Prospective Student

Currently Enrolled

Alumni

20. Describe your enrollment status. *

Full Time student (enrolled in 12 or more units)

Part Time student (enrolled in 12 or more units)

Not currently enrolled

21. Do you have any comments about Mental Health Counseling? *

This content is neither created nor endorsed by Microsoft. The data you submit will be sent to the form owner.

 Microsoft Forms

231 **ATTACHMENT J**

232 **Temporary Modification of Assignment Due to Sick Leave**
233 **LEAVE TRACKING AUTHORIZATION**

234 During the possibility of a pandemic, the District is offering temporary accommodations for
235 employees who are sick, who need to or are directed to go home to help prevent the disease
236 from spreading, who need to avoid exposure for themselves or others with whom they reside or
237 provide care, or who need to care for a child because the child's school or child-care provider is
238 closed. This is a temporary accommodation that may be implemented by the District as
239 needed.
240
241

242 Employee Name: _____

243 Department: _____

244 Leave begin date: _____

245 Leave return date: _____

246 Options Available (circle one)

- 247 A) Use my current sick leave balance
- 248 B) Extended leave (half-salary) pay
- 249 C) Work from home (to be arranged with direct supervisor)

250 I, _____, hereby authorize the District to process my leave of
251 absence as indicated above.

252 If Option A:

- 253 • In the event that my leave is exhausted during the pandemic, I hereby authorize the
254 District to process my leave in accordance with option _____ (B/C) above.

255 If Option C:

- 256 • Employee has responsibility for maintaining the security and confidentiality of District
257 files, data and other information that are in the off-site work place.
- 258 • District will not reimburse the unit member for the cost of off-site related expenses such
259 as internet connection, phone service, water, electricity, and any expenses incurred by
260 working from home.
- 261 • Employee may be asked to participate in meetings via online.
- 262 • The failure to adhere to these expectations may have an adverse effect on the continued
263 ability to work from home
- 264 • The District may at any time may stop the home work arrangement.

281
282 I represent that I have read and understand this form fully and this request is executed
283 voluntarily and has not been made as a condition of my continued employment.

284
285 Date: _____

286
287
288 _____
289 Employee Name (printed) Employee signature

290
291
292
293 Date: _____

294
295 _____
296

1 **AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING OF NOVEMBER 19, 2020,**
2 **BETWEEN BARSTOW COMMUNITY COLLEGE DISTRICT**
3 **AND BARSTOW COLLEGE FACULTY ASSOCIATION CCA/CTA/NEA**
4 **May 12, 2021**
5

6 This Amendment to the Memorandum of Understanding ("MOU") of November 19, 2020, is
7 entered into by and between the Barstow Community College District (hereinafter referred to as
8 "District") and the Barstow College Faculty Association CCA/CTA/NEA (hereinafter referred to as
9 "BCFA") (hereinafter collectively referred to as the "Parties"), and is expressly made pursuant to
10 the Educational Employment Relation Act and the current Collective Bargaining Agreement
11 ("CBA"). The purpose of this Memorandum of Understanding is to update the MOU that was
12 entered on November 19, 2020, address unit members working conditions and campus
13 operations during the COVID-19 emergency Temporary Remote Instruction ("TRI") situation.
14

15 This MOU between the Parties is not intended to permanently change the terms of the current
16 CBA, but is instead a one-time, non-precedent setting agreement that may not be used as the
17 basis of a past practice by either party. This MOU modifies Paragraph 1.a the MOU of November
18 19, 2020, as follows:
19


20 [....]

21 a. The following classes/courses with hard-to-convert labs will be held on campus
22 following all required safety guidelines and social distancing measures to allow
23 instructors to assess students following Chancellor's Office skills-based competency
24 guidelines.

- 25 i. Welding
- 26 ii. IMMT/ IMEI / ELCT
- 27 iii. Photography
- 28 iv. Auto
- 29 v. Diesel
- 30 vi. EMT
- 31 **vi. Allied Health**
- 32 **vii. Athletics**

33 [....]
34

35 For the District:

36 
37
38 Rex Randall Erickson (May 12, 2021 17:09 PDT)

39 Rex Randall Erickson

40 

41
42 Heather Minehart

43 
44 Jennifer Burchett (May 12, 2021 17:10 PDT)

45 Jenn Burchett

46 

47
48 Tim Botengan

For the Faculty Association:



Dr. Beverly Ranney

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2
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12

**MEMORANDUM OF UNDERSTANDING
BETWEEN
BARSTOW COMMUNITY COLLEGE DISTRICT AND
BARSTOW COLLEGE FACULTY ASSOCIATION CCA/CTA/NEA
July 14, 2021**

13 This Memorandum of Understanding (“MOU”) is entered into by and between the Barstow
14 Community College District (hereinafter referred to as "District") and the Barstow College Faculty
15 Association CCA/CTA/NEA (hereinafter referred to as "BCFA") (hereinafter collectively referred
16 to as the “Parties”), and is expressly made pursuant to the Educational Employment Relation Act
17 and the current Collective Bargaining Agreement (“CBA”).

18 This MOU between the Parties is not intended to permanently change the terms of the current
19 CBA, but is instead a one-time, non-precedent setting agreement that may not be used as the
20 basis of a past practice by either party.

21
22
23
24
25
26

TERMS

- 27 1. Unit members will remain in remote status until the first day of Fall 2021, excluding those
28 who have been providing in person services during Spring 2021 and the following:
- 29 • Athletics
 - 30 • SDEV 150, 151 and 160

31 In addition, non-instructional faculty will return to work on the start date indicated on their
32 individual 176-day calendar.

- 33 2. The District expects to return to on campus operations for the Fall 2021 semester. In
34 order to ensure the safety of faculty members returning to campus for their assignments,
35 the District acknowledges its statutory obligation to provide reasonably safe working
36 environment in conformance with COVID-19 guidelines issued by the Centers for
37 Disease Control and Prevention (CDC), California Department of Public Health (CDPH),
38 California Chancellor of Community Colleges Office, the California Department of
39 Industrial Relations Division of Occupational Safety and Health (Cal/OSHA), the San
40 Bernardino County Office of Public Health, as well as other health orders from state and
41 local public health officers. These guidelines may include, but are not limited to, items
42 such as maximum occupancy of classrooms; social distancing requirements for all
43 instructional spaces; screening and testing of all persons coming on campus by District-
44 trained personnel; limits on the number of classes/students allowed on campus and
45 within each building at any given time; limits on hallway and bathroom use; cleaning and
46 disinfecting requirements; tracing and notification of exposure; ensuring the appropriate
47 open ventilation and air circulation; and the provision of personal protective equipment
48 (PPE) for faculty and students.

49 COVID-19 health and safety information can be found at:

- 50 • Center for Disease Control (“[CDC](#)”)
- 51 • California Department of Public Health (“[CDPH](#)”)
- 52 • California Community College Chancellor’s Office (“[CCCCO](#)”)
- 53 • California Department of Industrial Relations Division of Occupational Safety
54 and Health ([Cal/OSHA](#)),
- 55 • San Bernardino County Office of Public Health (“[SBCPH](#)”)

56 The District shall issue a “COVID-19 Prevention Plan” for guidelines to be followed at
57 Barstow College or any Barstow College remote site, subject to any subsequent

55 iterations as made in conformance with applicable federal, state, and local health and
56 safety laws and guidelines.
57

- 58 4. Faculty shall be required to complete 1.5 hours of Staying Healthy in a Changing
59 Environment/COVID-19 training within Everfi before returning to campus. This 1.5 hours
60 of training shall be paid as a stipend of \$83 for those that complete the training before
61 the first day of their on-campus assignment or the end of the Fall semester, whichever
62 occurs first.
63
- 64 5. Sick leave for Covid related illness and family care:
- 65
- 66 a. The District will provide unit members with all applicable COVID-19-related
67 leaves and entitlements as required under state and federal law.
68
- 69 b. The Parties further agree that the District will provide unit members with any
70 additional leaves or entitlements as provided for in any applicable COVID-19-
71 related state and/or federal directive(s), authorization(s), and/or appropriation(s),
72 as authorized by law.
73
- 74 6. All visitors, students, and employees are expected to observe state, federal, and local
75 directives and guidelines, as well as the District's COVID-19 Prevention Plan when at
76 Barstow College or any Barstow College remote site. Faculty shall have the authority to
77 require students to comply with state, federal, and District-established health and safety
78 measures. Faculty will also have the option to ask a student to leave a
79 classroom/workspace or cancel a class meeting with no loss of pay or leave if the
80 situation with a student warrants in accordance with District Board Policy 5500 and
81 Administrative Procedures 5520.
82
- 83 7. Unit members will have the option of attending In-service and all joint District-faculty
84 meetings virtually during Fall 2021.
85
- 86 8. Class sizes will be capped based upon work station capacity or at room capacity in
87 accordance with applicable state and local health and safety guidelines.
88
- 89 9. For Fall 2021, the online class size for CHLD 49 will be capped at 20 and the following
90 online classes will be capped at 30:
91

92

Subject	Course	Cap	Subject	Course	Cap
ASTR	1	30	COMM	5	30
BIOL	2	30	COSM	52	30
BIOL	4	30	COSM	50A	30
BIOL	5	30	COSM	50B	30
BIOL	8	30	COSM	50C	30
BIOL	20A	30	COSM	51A	30
BIOL	20B	30	COSM	51B	30
CHEM	10	30	COSM	51C	30
CHEM	1A	30	GEOL	1L	30
CHEM	1B	30	PHSC	2	30
CHEM	2A	30	PHYS	2A	30
COMM	1	30			

93
94 This Memorandum of Understanding shall take effect July 1, 2021, shall continue in effect
95 until December 31, 2021.
96

97 This Agreement is non-precedential, will not bind the Parties in any future action, whether under
98 similar circumstances or not, and cannot be introduced in any grievance, arbitration, complaint,
99 administrative or legal proceeding as evidence of past practice or intent of the parties or
100 meaning or application of the collective bargaining agreement.

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For the District:


Rex Randall Erickson (Jul 14, 2021 11:11 MDT)

Rex Randall Erickson


Jennifer Burchett (Jul 14, 2021 15:15 PDT)

Jennifer Burchett

Heather Minehart

Heather Minehart

Tim Botengan

Tim Botengan

For the Faculty Association:

Beverly Ranney

Dr. Beverly Ranney

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**MEMORANDUM OF UNDERSTANDING
BETWEEN BARSTOW COMMUNITY COLLEGE DISTRICT AND
BARSTOW COLLEGE FACULTY ASSOCIATION CCA/CTA/NEA
September 15, 2021**

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This Memorandum of Understanding ("MOU") is entered into by and between the Barstow Community College District (hereinafter referred to as "District") and the Barstow College Faculty Association CCA/CTA/NEA (hereinafter referred to as "BCFA") (hereinafter collectively referred to as the "Parties"), and is expressly made pursuant to the Educational Employment Relation Act and the current Collective Bargaining Agreement ("CBA"). The purpose of this Memorandum of Understanding is to address ongoing issues relating to evaluations in Article XII as a result of COVID-19 pandemic.

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This MOU between the Parties is not intended to permanently change the terms of the current CBA, but is instead a one-time, non-precedent setting agreement that may not be used as the basis of a past practice by either party. This MOU supersedes the MOU of October 6, 2020, with regard to the issues of evaluations.

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TERMS

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1. During the Fall 2021 semester, the evaluations of unit members currently subject to evaluation under Article XII and the Evaluation MOU will be modified as follows:
 - a. Evaluations of unit members will take place in specified weeks of the term:
 - i. 18-, 16-, and 12-week sessions: weeks 6-14
 - ii. First 9-week session: weeks 6-8
 - iii. Second 9-week session: weeks 13-15
 - b. The following modified evaluation and survey forms attached to this MOU will be used instead of forms in the CBA (digital/electronic versions of forms may be used):
 - i. Online Faculty Observation Form
 - ii. Counseling Observation Form
 - iii. Mental Health Counseling Observation Form
 - iv. Athletic Director Observation Form
 - v. Part-Time Faculty Evaluation Summary
 - vi. Faculty Improvement Plan
 - vii. Student Survey for Online Instruction
 - viii. Student Survey for Counselor
 - c. Student surveys shall be open for two weeks in an online class.
 - i. Educational administrators will send an email or make an announcement in Canvas shells to students in each class with the following statement:

Student surveys help Barstow Community College facilitate instructor growth. Your response to the survey will take approximately 3 minutes and your answers will be kept confidential until after you receive your final

52 grade. Your Instructor/Counselor/Director/Librarian will not know if you
53 submitted a survey. You will not be graded on the survey and your grade
54 in the course will not be affected by completing the student survey.
55

56 ii. The educational administrator who made the initial announcement to students
57 regarding student surveys may post up to two more reminders/announcements
58 or emails during the survey window.
59

60 iii. Student survey response rates under 30% may not be used as the determining
61 factor in rehiring a faculty member.
62

- 63 3. The pre-observation meeting must occur no later than the seventh (7th) week of the
64 semester.
65
- 66 4. For online classes, hybrid classes, or other modality using virtual classroom/space or
67 services, the evaluation team will be provided access to the course/service homepage (if
68 applicable) and one weekly module (if applicable) to observe the online course materials
69 and pedagogy used to teach the course.
70
- 71 5. Elements of the evaluation for non-instructional faculty, who are teaching, must include a
72 class observation in addition to the Counseling observation. To the extent possible, a faculty
73 member of the team who has teaching experience will conduct the observation using the
74 Classroom Observation Form. If the full-time non-instructional faculty also teaches, the class
75 observation/evaluation shall be conducted separate from the full-time non-instructional
76 faculty evaluation, using the part-time Faculty Evaluation process.
77
- 78 6. For the Athletic Director, each member of the team will observe the Athletic Director with at
79 least one student, as appropriate. For faculty duties, the Athletic Director's evaluation team
80 shall follow the same process as for Tenure-Track Faculty.
81
- 82 7. The entire evaluation, including the final written report and final review meeting with the
83 evaluatee, must be completed by the last day of the Fall semester.
84
- 85 8. All other terms and conditions of work shall be in accordance with the current collective
86 bargaining agreement between the District and BCFA. In the event new circumstances arise
87 after the date of this MOU, the Parties agree to meet and negotiate in good faith regarding
88 any additional impacts and effects caused by the change in circumstances.
89
- 90 9. Entire Agreement: This Agreement constitutes the entire agreement and understanding
91 between the Parties. There are no other oral understandings, terms, or conditions and
92 neither party has relied upon any representation, express or implied, not contained in this
93 Agreement. All prior understandings, terms, or conditions are deemed merged into this
94 Agreement.
95
- 96 11. This Agreement is non-precedential, will not bind the Parties in any future action, whether
97 under similar circumstances or not, and cannot be introduced in any grievance, arbitration,
98 complaint, administrative or legal proceeding as evidence of past practice or intent of the
99 parties or meaning or application of the collective bargaining agreement.
100
- 101 12. Modification: This Agreement cannot be changed or supplemented orally and shall be
102 modified or superseded only by a written instrument executed by both Parties.


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13. Execution: The Agreement may be executed in several counterparts and shall be deemed legally effective at such time as the counterparts thereof, duly executed on behalf of both parties, have been furnished and delivered to the parties or attorneys for the parties to this Agreement.

14. Unless subsequent modifications to this agreement are negotiated, this Agreement will sunset December 31, 2021.

For the District:

For the Faculty Association:


Eva Bagg (Sep 20 2021 08:36 PDT)
Dr. Eva Bagg, Superintendent-President


Dr. Beverly Ranney, BCFA President

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**MEMORANDUM OF UNDERSTANDING
BETWEEN BARSTOW COMMUNITY COLLEGE DISTRICT AND
BARSTOW COLLEGE FACULTY ASSOCIATION CCA/CTA/NEA
November 3, 2021**

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This Memorandum of Understanding ("MOU") is entered into by and between the Barstow Community College District (hereinafter referred to as "District") and the Barstow College Faculty Association CCA/CTA/NEA (hereinafter referred to as "BCFA") (hereinafter collectively referred to as the "Parties"), and is expressly made pursuant to the Educational Employment Relation Act and the current Collective Bargaining Agreement ("CBA"). The purpose of this Memorandum of Understanding is to address ongoing issues relating to scheduling for the 2022-2023 academic year.

The parties agree that the following terms shall be effective until such time as the parties ratify and approve the 2021-2022 Successor Collective Bargaining Agreement.

1. CALENDAR DAYS

The annual calendar for all unit members shall not exceed 176 days, including In-Service, preparation, or other work days.

2. CALENDAR PARAMETERS: For instructional faculty, the academic calendar is defined as starting on the first day of fall semester (In-Service) and ending on the last day of the following spring semester (Commencement).

For non-instructional faculty, the academic calendar is from August 1 through May 31. These days shall be scheduled in accordance with Article 7.

The annual calendar will be set by the District, consistent with the parameters described below:


- 2.1 A break of at least two weeks shall be scheduled over the winter holidays and shall include both Christmas Day and New Year's Day.
- 2.2 At least one week without workdays will be scheduled between semesters.
- 2.3 A one week fall break shall be scheduled between the nine-week sessions.
- 2.4 One week spring break shall be scheduled between the two nine-week sessions.
- 2.5 Besides these negotiated parameters, the District will further consult on the annual academic calendar through BCFA participation on the Academic Calendar committee, prior to the Board of Trustees approving the calendar.
- 2.6 Final exams will be administered during the last week of the term.

3. HOLIDAYS:

50 Holidays shall be set in accord with the Education Code, plus such additional days or
51 part-days as may be declared by the Board of Trustees, the Governor of the State, or
52 the President of the United States.

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For the District:


Eva Bagg (Nov 9, 2021 12:32 PDT)
Dr. Eva Bagg, Superintendent-President

For the Faculty Association:


Dr. Beverly Ranney, BCFA President

**TENTATIVE AGREEMENT between the
THE BARSTOW COMMUNITY COLLEGE DISTRICT and
BARSTOW COLLEGE FACULTY ASSOCIATION, CTA/NEA
April 14, 2022**

The Barstow Community College District (BCCD) and Barstow College Faculty Association (BCFA) have reached Tentative Agreement (TA) on the articles in mediation (Article 0 – Agreement, Article 7 – Hours Terms and Conditions, Article 8 – Salary, Article 9 – Health and Welfare Benefits, and Article 12 – Evaluations) with the exception of Forms for Evaluation in Appendices B, N, P, Q, & R (new form). The parties will meet no later than April 29, 2022 to resolve this pending issue of the evaluation forms in the Appendices, and mediator Denise Williams retains jurisdiction on this issue.

This TA includes all previous language that the parties reached tentative agreement prior to mediation (Articles 2, 5, 6, 10, 11, 14, 15 & 17x).

The specifics of all components of this agreement are contained in the attached TA's.

All terms and conditions of the prior collective bargaining agreement expired June 30, 2020 shall remain in effect, except as agreed to herein or otherwise agreed to in writing between BCCD and BCFA.

The parties enter into this Tentative Agreement on April 14, 2022, and it shall be subject to ratification by each party.

Signed and entered into this 14th day of April, 2022, in the State of California.

Barstow Community College District

Randy Erickson

Randy Erickson (Apr 14, 2022 19:21 PDT)

Jennifer Archett

Jennifer Archett (Apr 15, 2022 10:29 PDT)

Tim Botangan

James J. J. J.

Heather Minehart

Heather Minehart (Apr 15, 2022 11:35 PDT)

Barstow College Faculty Association,
CTA/NEA

Beverly Ranney

Kyzi Freeman

Susan Nylander

Susan Nylander (Apr 14, 2022 19:27 PDT)

Eduardo Vasquez

Signature: *Heather Minehart*

Email: hminehart@barstow.edu