



**Agreement Between the
Compton Community College District
and the
Compton Community College
Federation of Employees
(Certificated Unit)**

July 1, 2010 through June 30, 2013

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ARTICLE I: RECOGNITION

The Governing Board of the Compton Community College District, hereinafter referred to as the “District Board,” hereby recognizes the Compton Community College Federation of Employees, hereinafter referred to as the “Federation” or “CCCFE,” as the sole exclusive representative for the certificated unit.

The certificated unit shall include: all full-time first contract, second contract, third contract and regular certificated classroom Instructors, Counselors and Librarians and Division Chairpersons, and all part-time certificated classroom instructors.

ARTICLE II: ACADEMIC FREEDOM

The District and Federation, recognizing that the search for the truth and the expressions of diverse opinions are essential to a democratic society, learning, and excellence in education, will encourage and protect academic freedom.

To the extent constitutionally permitted, a member of the faculty shall have the right to:

- a. freely examine or endorse unpopular or controversial ideas appropriate to course content in discussions with students, academic research and publications; nonetheless, the faculty member shall attempt to be accurate and objective and show respect for the opinions of others;
- b. select to recommend the selection of instructional materials for the courses which may contain unpopular or controversial ideas;
- c. speak and write as a citizen, provided that the faculty member recognizes a special obligation as a member of the educational profession and indicates that he or she is not speaking for the Center or District;
- d. present all points of view, including library materials of interest, information and enlightenment without regard for the race, nationality, social, political or religious view of the author;
- e. exercise other rights as a faculty member within the structure of state and federal laws protecting such rights.

ARTICLE III: DISTRICT RIGHTS

Pursuant to the Education Code, as part of administrative responsibility to supervise and direct the work of unit members, District Administration may monitor and assess the performance of unit members at any time.

The Federation and the District agree that the Board of Trustees of the Compton Community College District shall retain all power and authority to direct, manage and control the affairs of the District granted to it by law, except as limited by the express terms of this Agreement.

Included in those duties and powers are the right to: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of service to be provided and the method and means of providing them; establish its educational policies, goals and objectives; insure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operation; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocations; determine the methods of raising revenue; and take action on any matter in the event of an emergency. In addition the District retains the right to hire, classify, assign, transfer, evaluate, promote, terminate and discipline employees. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and expressed terms of this Agreement, and then only to the extent such specific and express terms conform with the law.

The Federation recognizes and agrees that the District retains the rights to amend modify, or suspend policies and practices referred to the Agreement in case of emergency. An “emergency” shall be a natural disaster of great public calamity as described in Government Code Section 53021, paragraph (c). If an emergency is declared, the District agrees to immediately notify and consult with the Federation.

ARTICLE IV: FEDERATION RIGHTS

4.1 DISTRIBUTION OF MATERIALS

CCCFE shall have the right to distribute organizational materials on District property. The distribution of organizational materials shall take place in such a manner that employees are not distracted from performing their duties. CCCFE shall have the right to use without charge institutional bulletin boards and mailboxes. CCCFE communications placed in staff mailboxes shall bear the name of CCCFE and the date of distribution. The CCCFE President or designee shall authorize Federation communications being placed in staff mailboxes. A copy of such communications shall be sent to the office of the college CEO.

4.2 RIGHT OF ACCESS

CCCFE representatives shall have the right to access at reasonable times to areas in which employees work. CCCFE representatives may engage in recruiting activities on District property provided they do not interfere with employees during hours of duty assignment. CCCFE shall provide the District with the name of CCCFE representatives authorized to discuss organizational matters with District employees.

4.3 USE OF FACILITIES

Upon advance request, and depending upon availability, CCCFE will be granted without cost the use of the District facilities, audio-visual equipment, and duplicating equipment in connection with Federation business. The District shall present tangible evidence for denying the use of

District facilities or equipment to the Federation. The CCCFE shall reimburse the District, at District cost, for use of materials. The District agrees to provide the Federation with office space for \$1.00 per month.

4.4 REQUEST FOR DISTRICT INFORMATION

In order to carry out its responsibility as the exclusive representative of certificated employees, the Federation shall be provided, upon request, District reports and other data pertaining to the matters of collective bargaining.

4.5 PERSONNEL FILES

CCCFE shall have the right to review the personnel files of the bargaining unit members upon the written authorization of the member or when the member accompanies the CCCFE representative.

4.6 DISTRIBUTION OF AGREEMENT

The District shall provide without cost a copy of this Agreement to each member of the bargaining unit within 30 days of ratification of this Agreement. The CCCFE shall be provided with 100 copies of the Agreement, without cost, within 30 days of the ratification of this Agreement.

4.7 DUES AND PAYROLL DEDUCTIONS

The District shall deduct and make appropriate remittance of the Federation of all dues (AFT, CFT and CCCFE) or service fees as regulated by the dues structure of the CCCFE within 30 days after the County of Los Angeles makes the deduction.

A list of all employees from whose pay the dues were deducted, along with the amount deducted from each employee's warrant, and a list of bargaining unit members who had authorized such deductions and from whom no deductions were made shall be sent with the remittance to the Federation.

The deduction shall be made in accordance with the following:

- a. Each member of the Federation shall be entitled to payroll deduction for membership dues (AFT, CFT, CCCFE) to the Federation. The Federation shall calculate the amount to be deducted and shall advise the District of that amount to be withheld in each particular case.
- b. Within 30 days of the beginning of the academic year, or within 30 days of the date of hire, the District shall deduct 1/10 of the annual dues from the employee's regular salary during each month for 10 months. Deductions for the unit members whose employment begins after the start of the academic year shall be 1/10 of the annual dues from the employee's regular salary during each month remaining in the academic year. The District shall provide tangible evidence for not complying with the 30-day remittance of

dues; if a natural disaster or emergency occurs, the District shall remit the dues to the Federation within 10 additional working days.

- c. Part-time unit members who teach less than 60% shall be assessed for dues (AFT, CFT, and CCCFE) on a pro-rated basis, and this amount shall be deducted tenthly.
- d. Except as provided elsewhere in this Article, all certificated employees who are not dues-paying members of the Federation shall pay a service fee to the Federation. Such service fees shall be deducted by the District upon written authorization from the unit member. Said fee shall be determined annually by the Federation in conformance with the applicable state and federal law. This service fee shall be an amount equivalent to any assessment of members less any deductions or rebates required by law.
- e. The dues deduction shall be revocable upon written notice by the unit member, and the revocation shall be effective commencing with the next pay period after its receipt. Should a unit member elect to revoke the dues deduction, the unit member remains bound by this Agreement to pay service fees or any fraction of the fee remaining unpaid at the time of the revocation.
- f. The unit member shall notify the Federation and the District of his/her revocation of authority to deduct dues. The District shall transmit a copy of the revocation to the Federation.
- g. The Federation shall, upon 30 days advance notice, have the right to periodically revise the schedules of deductions it provides to the District under the provisions of this Article.
- h. In the event a unit member is hired after August 1 of any year covered by this Agreement, the unit member will be assessed a fee pro-rated for the number of months remaining under the Agreement.
- i. In accordance with the provisions of the Education Code, any certificated employee who has religious objection to joining or financially supporting or paying a representational fee to any employee organization, and who so affirms in writing to the Federation, and subject to review by the Federation, shall, in lieu of Federation membership dues or service fee, have an amount equal to the service fee deducted from the monthly warrant upon the written authorization of the unit member. Such deductions shall be deposited in a fund established by the Federation. This sum shall be donated to one of three charitable organizations or scholarship funds (exempt from taxation under section 501 (c) (3) of Title 26 of the Internal Revenue Code.) The charitable organizations and scholarship funds shall be designated by the Federation and selected by the employee. An employee belonging to another employee organization, such as FACCC or CTA may not claim conscientious objection status.
- j. Nothing contained in this Article shall prohibit a Federation member from paying Federation dues or service fees directly to the Federation. In such cases, the Federation shall notify the District of compliance with this Article.

Hold Harmless: The Federation agrees to indemnify and hold the District harmless against any claims, suits, or any other action arising from any obligation claimed to have been imposed by the organizational security provisions of this Article.

4.8 ROSTERS

The names and addresses of unit members as provided to the District by unit members shall be provided to the Federation within 30 days of the ratification of the Agreement and on a quarterly basis thereafter. Such information shall only be provided to the Federation in accordance with PERB decisions, statutes and law.

4.9 RELEASED TIME

A combined total of 100% released time will be provided for the CCCFE without loss of compensation or other contract benefits for the purposes of facilitating the processing of grievances and the implementation of this agreement. The distribution of the 100% will be determined by the CCCFE through consultation with the District-designated administrator on a semester-by-semester basis.

4.10 COMMITTEES

The CCCFE and the Academic Senate shall have the right to appoint representatives as part of the faculty component of all campus committees as listed in Board Policy 2.15 and to any new committees, which may additionally be established to which a faculty member may lawfully be appointed.

All such institutional standing advisory committees shall maintain records of all meetings and recommendations. Copies of such records shall be forwarded to the college CEO and the President of the CCCFE.

The CCCFE and the Academic Senate shall have the right to appoint representatives to full-time and part-time faculty and administrative screening committees and other committees as enumerated above.

ARTICLE V: FACULTY CONSULTATION AND PARTICIPATION

5.1 In accordance with law, the parties acknowledge the right of the Federation in consultation with the District Academic Senate Faculty Council to consult with the ECC Academic Senate on the definition of educational objectives, the determination of the content of courses and curriculum and the selection of textbooks to the extent such matters are within the discretion of the public school employer under the law.

5.2 The parties agree that during the academic year, there will occur meetings composed of representatives of the District and the Federation. The time of such meetings shall be mutually agreed upon by both parties. In no event will there be fewer than five such meetings per academic year.

5.3 The parties acknowledge the right of the Federation to participate in specific areas of shared governance, which shall include but not be limited to:
a. Campus institutional committees, or any combination thereof:

- Budget Committee
 - Long Range Planning Committee
 - Staff Development Committee
 - Equal Employment Opportunity Committee
 - General Education Committee
 - College Matriculation Committee
 - Health and Safety Committee
 - Recruitment and Retention Committee
- b. Screening committees for the hiring of all administrators with duties related to the academic agenda of the campus and all full-time faculty. (This includes consultation on administrative hiring and development of job descriptions for full-time faculty.)
 - c. Screening and selection committees for the hiring of all full and part-time faculty, counselors and librarians for District and categorically funded programs.
 - d. Shared Governance Committee (which shall include at least one representative from each Segment of the campus).
 - e. Faculty Tenure Denial Grievance Committee, Equivalency Committee, and Administrative Evaluation Committee.
 - f. Accreditation Committees
 - g. Ad Hoc and Special Project Committees

ARTICLE VI: DIVISIONS AND DIVISION CHAIRS

6.1. DIVISION STRUCTURE

- a. Based on the organizational structure El Camino adopts at the Center, faculty members shall be assigned to Divisions under the leadership of a Division Chair. The District shall be responsible for the number of Division Chairs and the alignment of disciplines within a Division so that the number of Division Chairs and alignment of disciplines continue to reflect the organizational structure of the Center. The Division Chair structure, number and kinds may be changed at the District's discretion after consultation with the Executive Board of the Federation.

- b. The following organizational structure and Division Chair positions shall be established for the 2010 - 2011 academic year:

Academic Affairs

Dean:

- Division Chair, Business/CIS; Physical Education; CTE
- Division Chair, Math/Natural Science

Dean:

- Division Chair, Behavioral & Social Science/Fine Arts (including administration of justice)
- Division Chair, Humanities, ESL/Foreign Language

Dean & ECC Assistant Director, Nursing

- Division Chair, Health and Human Services/Child Development

Student Affairs

Dean

- Director, Enrollment Management and Counseling

6.2. SELECTION, TERM AND REMOVAL OF DIVISION CHAIRS

- a. Division Chairs shall be elected from among the tenured and probationary faculty of the Division for a term of three years commencing on the first day of July next following the election. To qualify as a candidate for Division Chair a faculty member must have served as a tenured or probationary faculty member in the District for at least two years. In addition, each candidate for Division Chair, even if running unopposed, shall complete a statement of candidacy on a form prescribed by the District and submit the statement to the CEO or his or her designee so that it can be made available to the faculty of the Division at the time of the election.
- b. A Division Chair may be removed from his or her assignment as Chair:
 - (1) following a successful recall election in which two-thirds of the tenured and probationary division faculty present and voting voted to support the recall; or
 - (2) by the CEO for:
 - i. failure or refusal to perform the normal and reasonable duties of Division Chair, or for any of the formal causes for discipline specified in the Education Code, provided the Chair has been given notice of the allegations supporting the removal and an opportunity to respond; or
 - ii. unsatisfactory service as Division Chair as reflected in two evaluations of the Chair's performance in that capacity.
- c. A Division Chair who has been removed from his or her assignment as Chair shall remain ineligible to serve as Division Chair for a period of three years following the end of the academic year during which the removal became effective.
- d. The CEO and the Federation President may agree upon the terms governing the conduct of Division Chair elections (including recall elections) and the manner in which they will be supervised. Absent such an agreement, Division Chair elections shall be conducted and supervised under the procedures set forth in Appendix [G].
- e. In the event a Division Chair does not complete his or her term, a new Chair shall

be elected and appointed within eighteen working days in accordance with the Division Chair elections procedures adopted pursuant to Section 6.2.d. The replacement Chair shall serve for the remainder of the unexpired term. If the Division is unwilling or unable to recommend a replacement Chair by conducting a vote within fifteen working days, the CEO may appoint a replacement Division Chair. Pending the appointment of a new Chair, the administrator assigned the supervisory responsibility for the Division shall assume the Division Chair's responsibilities.

6.3. REASSIGNED TIME AND STIPENDS FOR DIVISION CHAIRS

- a. The District shall give each Division Chair 20% reassigned time and a stipend of \$10,000, payable in ten equal monthly installments beginning in September of each academic year.
- b. In addition, for service during the summer, the District shall pay each Division Chair an additional stipend of \$2,000, payable in two equal installments in July and August.
- c. Division Chairs may be assigned overload assignment of up to two courses not to exceed 6 hours by the Dean (or other appropriate academic-administrator who, for purposes of this Article, will be referred to as a Dean).

6.4. DIVISION CHAIR DUTIES

- a. Every Division Chair shall report to a Dean. Any action taken by the Division Chair in his or her capacity as Chair is subject to the approval of the Dean to whom the chair reports.
- b. Each Division Chair's duties and responsibilities shall include the following:
 - (1) Supervising, coordinating and participating in the evaluation of academic and classified personnel within the Division.
 - (2) Preparing and submitting recommended budgets to the appropriate administrator in consultation with the faculty of the division.
 - (3) Monitoring budgeted expenditures and attending to other budget administration matters as requested by the Dean.
 - (4) Recommending scheduling, assigning, canceling, and/or adding classes after faculty consultation and in conformance with El Camino standards and practices.
 - (5) Recommending adjustment of class size to comply with applicable El Camino class size limits.
 - (6) Recommending curriculum development, modification and deletions, and supervising the selection and development of course materials in

accordance with student learning outcomes and other objectives approved by El Camino's curriculum committee.

- (7) Consulting with faculty in the various disciplines, appropriate experts, El Camino officials and others to coordinate curriculum development or service improvement efforts within the Division and with other Divisions.
- (8) Recruiting and interviewing staff in conformance with applicable hiring procedures, and making hiring recommendations in consultation with faculty members having expertise in the affected discipline and consistent with relevant El Camino standards and practices.
- (9) Scheduling and conducting division meetings at least once per month.
- (10) Managing day-to-day operations and first-level problem solving; maintaining health and safety standards and handling informal grievances.
- (11) Submitting requests for supplies, equipment, repairs, and maintenance.
- (12) Providing orientation, staff development and in-service training of new personnel within the Division in conjunction with faculty members with expertise in the affected discipline.
- (13) Advising, assisting, and counseling faculty and staff within the division.
- (14) Providing input for institutional research/grant development efforts.
- (15) Serving on, or recommending appropriate faculty to serve on, division-related and Center- or college-wide committees.
- (16) Communicating and consulting with other divisions, and serving as a reliable intermediary between the Division and other segments of the Center and El Camino.
- (17) Supporting student retention and recruitment efforts.
- (18) Being regularly available to students who enroll in the Division's courses, or make use of the Division's services, to facilitate their success, respond to their inquiries and concerns, explore their suggestions, and monitor their complaints
- (19) Supporting the division's off-campus classes by:
 - i. Consulting with the District-designated administrator on classes offered.
 - ii. Recommending staff development/in-service training of faculty at orientations.
 - iii. Providing course outlines and requirements to any off campus faculty.
 - iv. Receiving, reviewing, and filing of syllabi and other pertinent division documents for all off campus division members.
- (20) Helping to ensure that faculty and staff in the division understand their obligation to adhere to required work hours and schedules and the system for reporting absences or other attendance matters.
- (21) Facilitating strong collegial relationships and teamwork among the Division's faculty and staff, and facilitating adherence to applicable professional standards.
- (22) Performing other duties as assigned by the Dean.

- c. The Division Chair shall have the authority to carry out the responsibilities enumerated in the previous section, subject to approval of the Dean to whom the chair reports.
- d. The District, in cooperation with El Camino, shall provide, in a timely manner, all documents necessary to the Division Chair's fulfilling his or her enumerated responsibilities. Each Division Chair shall timely submit to the appropriate administrator all documents and reports related to his or her enumerated responsibilities. Failure to do so may result in the Chair's removal pursuant to Section 6.2.b.
- e. Any decision made by a Division Chair may be rescinded by the appropriate administrator after consultation with the Division Chair.
- f. Each Division Chair shall, in consultation with the appropriate Dean, establish a regular work schedule that will ensure his or her availability on campus for required meetings, consultations, and other activities or events where the Chair's presence is important, and that will minimize conflicts between the Chair's teaching or other duties and his or her performance of the duties of Division Chair. Furthermore, each Division Chair shall limit his or her acceptance of additional assignments or other commitments to the extent necessary to ensure that he or she will remain fully accountable for the quality, completeness, and timeliness of his or her performance of the duties of Division Chair.
- g. At the beginning of each academic year, each Division Chair shall, in consultation with his or her Divisional colleagues and the appropriate Dean, establish annual goals for the Division. Any evaluation of a Division Chair shall review both the Chair's fulfillment of the responsibilities of the Division Chair assignment, and his or her contribution towards the attainment of or progress toward achieving those goals.

ARTICLE VII INSTRUCTOR'S RIGHTS, DUTIES AND RESPONSIBILITIES

- 7.1** Instructors shall have responsibility for and jurisdiction over the classroom and classes assigned as follows:
- a. Assignment of grades;
 - b. Responsibility for the maintenance of record copies associated with class attendance and grading for a period of no less than one academic year;
 - c. Prompt submission of census documents, final grade reports, and attendance reports;
 - d. Assignment of the work activities of aides and student workers;
 - e. Exercise of control over the classroom with respect to student conduct in accordance with Board policy and State law;
 - f. Selection of teaching techniques and materials appropriate to areas of instruction and suitable to personal styles.

- 7.2 Instructors will have access to the use and services of reprographics and other duplicating equipment subject to financial limitations and reasonable use regulations. Legal restrictions must be considered with regard to the above services and equipment. While the District is ultimately responsible for all instructional equipment and materials, the instructor shall be responsible for instruction in the use of such instructional equipment and materials as well as the safe use thereof.
- 7.3 Maintenance work requests required to keep the work environment safe and instructionally proper should be initiated by the instructor and processed through the Division Chair and the Administrative Dean of Academic Affairs.
- 7.4 Upon the recommendation of the Division Chairperson, the Administrative Dean of Academic Affairs shall assign classified employees and student aides to the instructional program in sufficient numbers to meet the instructional goals of the Center. The appropriate academic administrator shall determine the need for such classified and student instructional support based upon academic considerations and budgetary limitations.
- 7.5 No later than the second week of each class, each instructor shall furnish a syllabus to students in each class for each course the instructor is assigned to teach. One copy of the syllabus for each course must be submitted to the Division Chair and one to the Office of Academic Affairs. The following information shall be included in the syllabus:
- a. Objectives of the course
 - b. Course content
 - c. Major topics, concepts and skills to be taught
 - d. Anticipated dates for the presentation of each content area
 - e. Method and frequency of evaluating student performance in the course (grading policies)
 - f. Required and recommended texts.
 - g. Class attendance policy
 - h. As appropriate to the discipline and course, the syllabus must include current topics and information in addition to historical information.

7.6 FACULTY ACCOUNTABILITY

The faculty member is accountable to the District for the following obligations:

- a. submission of permanent roll sheets, grades, and all attendance and accounting forms, no later than eight business days after the last exam class date;
 - b. submission of the District Check-Out form, when required;
 - c. submission of the syllabi within the first two weeks of instruction
 - d. submission of teaching/office hour schedule cards
 - e. submission of schedule card containing classroom schedule, office hours, committee memberships, student club sponsorships, and other college business and other ongoing professional activities as part of the required 33.75-hour work week by the end of the second week of instruction.
- 7.7 Full-time employment with the District is the faculty member's primary employment obligation.

ARTICLE VIII: SUPPORT SERVICES

8.1 Instructional Associates

In order to assure the effectiveness of the instructional program, after consultation with Division Chairs, the District is responsible for assigning classified and student support staff for instructionally related assignments.

It is important that these areas be provided with support services to maintain adequate levels of instruction to comply with curriculum requirements and safety standards, and thereby maintain the effectiveness of the instructional programs.

Prior to August 1 of each academic year, the District shall designate and appoint instructional associates after consultation with the Executive Board of the Federation and Division Chairs.

8.2 The District is responsible for providing all divisions and instructional areas with supplies and materials adequate to meet the instructional needs of the areas. The Budget and Planning Committee, after consultation with Division Chairs, shall recommend the Divisions' supplies and materials budgets prior to the beginning of the fiscal year to ensure that all Divisions and programs have the necessary supplies, materials and equipment in order to maintain the effectiveness of the instructional programs.

ARTICLE IX TRANSFER AND REASSIGNMENT

9.1 TRANSFER

a. Definitions

- (1) A "transfer" is defined as a relocation of a unit member from 1) the Center to an off-campus site; 2) from an off-campus site to the Center; 3) from one off-campus site to another.
- (2) A "voluntary transfer" is a transfer which is initiated by the unit member.
- (3) An "involuntary transfer" is a transfer which is initiated by the District.

b. Procedures for a Voluntary Transfer

- (1) A unit member may file a written request for a transfer with the appropriate division chair. The division chair shall recommend to the Administrative Dean of Academic Affairs that the unit member's request for the transfer be granted or denied.
- (2) The administrator's decision regarding the transfer request shall be based on the needs of the District and the District's educational program.
- (3) The District shall consider at least the following criteria in granting or denying a request for a voluntary transfer:
 - (a) the unit member's possessing training and teaching experience and his/her meeting the minimum qualifications and District competency standards;
 - (b) the educational and other needs of the District
 - (c) load-balancing, course offerings, new programs, special program needs, course offerings required to meet graduation requirements;

- (d) the balancing of the District programs;
 - (e) the increase or decrease of existing course offerings due to enrollment and staffing patterns;
 - (f) the revitalization of District programs, adding courses and programs to increase student interest and attendance;
 - (g) the rotation of teaching assignments; and
 - (h) Equal Employment Opportunity requirements imposed upon the District by law.
- (4) If a request for a voluntary transfer is denied the District shall, at the unit member's request, provide a written statement of the reasons for the denial of the request. The decision regarding the request for a voluntary transfer shall be made by the CEO subject to review, at the unit member's request, by the Board of Trustees.
- b. Procedures for an Involuntary Transfer
- (1) The District may initiate an involuntary transfer. The District-designated administrator shall not make a decision to transfer a unit member involuntarily until after consulting with the Division Chair, and after the Division Chair has consulted with the unit member who is to be transferred.
 - (2) The administrator's decision regarding a proposed involuntary transfer shall be based on the needs of the District's educational programs.
 - (3) The District should only effect an involuntary transfer based on the following criteria:
 - (a) the unit member's possessing training and teaching experience and his/her meeting the minimum qualifications and District competency standards;
 - (b) the educational and other needs of the District
 - (c) load-balancing, course offerings, new programs, special program needs, course offerings required to meet graduation requirements;
 - (d) the balancing of District programs
 - (e) the increase or decrease of existing course offerings due to enrollment and staffing patterns;
 - (f) the revitalization of District programs, adding courses and programs to increase student interest and attendance.
 - (g) the rotation of teaching assignments; and
 - (h) Equal Employment Opportunity requirements imposed upon the District law.
 - (4) Prior to effecting an involuntary transfer, the CEO or designee shall meet with the unit member to discuss the reasons for the transfer, and shall at the unit member's request, provide a written statement of the reasons for the involuntary transfer. The decision regarding an involuntary transfer shall be made by the CEO subject to review, at the unit member's request, by the Board of Trustees.

9.2 REASSIGNMENT

a. Definitions

- (1) A "reassignment" is defined as a move from one subject area, discipline or Faculty Service Area (e.g., math to science or English to history) to another in which the unit member is certificated to teach, but not currently teaching.
- (2) A "voluntary reassignment" is a reassignment which is initiated by the unit member.
- (3) An "involuntary reassignment" is a reassignment which is initiated by the District.

b. Procedures for a Voluntary Reassignment

- (1) A unit member may file a written request for a reassignment with the appropriate Division Chair. The Division Chair shall recommend to the Administrative Dean of Academic Affairs that the unit member's request for reassignment be granted or denied.
- (2) The Administration's decision regarding the reassignment request shall be based on the needs of the District and the District's educational programs.
- (3) The District shall consider at least the following criteria in granting or denying a request for a voluntary reassignment:
 - (a) the unit member's possessing training and teaching experience and his/her meeting minimum qualifications and District competency standards;
 - (b) the educational needs of the District;
 - (c) load-balancing, course offerings, new programs, special program needs, course offerings required to meet graduation requirements;
 - (d) the balancing of District programs;
 - (e) the increase or decrease of existing course offerings due to enrollment and staffing patterns.
 - (f) the revitalization of District programs, adding courses and programs to increase student interest and attendance;
 - (g) the rotation of teaching assignments; and
 - (h) Equal Employment Opportunity requirements imposed upon the District by law.
- (4) If a request for a voluntary reassignment is denied, the District shall, at the unit member's request, provide a written statement of the reasons for the denial of the request. The decision regarding a request for a voluntary reassignment shall be made by the CEO subject to review by the Board of Trustees at the unit member's request.

c. Procedure for an Involuntary Reassignment

- (1) The District may initiate an involuntary reassignment. The Administrative Dean of Academic Affairs shall not make a decision to reassign a unit member involuntarily until after consulting with the Division Chair, and after the Division Chair has consulted with the unit member who is to be reassigned.
- (2) The Administration's decision regarding a proposed involuntary reassignment shall be based on the needs of the District and the District's educational programs.
- (3) The District should only effect an involuntary reassignment based on the

following criteria:

- (a) the unit member's possessing training and teaching experience and his/her meeting minimum qualifications and District competency standards; needs of the District.
 - (b) the educational and other needs of the District.
 - (c) load-balancing, course offerings, new programs, special program needs, course offerings required to meet graduation requirement;
 - (d) the balancing of District programs;
 - (e) the increase or decrease of existing course offerings due to enrollment and staffing pattern;
 - (f) the revitalization of District, programs, adding courses and programs to increase student interest and attendance;
 - (g) the rotation of teaching assignments; and
 - (h) Equal Employment Opportunity requirements imposed upon the District by law.
- (4) Prior to effecting an involuntary reassignment, the Administrative Dean of Academic Affairs shall meet with the unit member to discuss the reasons for the reassignment, and shall, at the unit member's request, provide a written statement of the reasons for the involuntary reassignment. The decision regarding an involuntary reassignment shall be made by the CEO, subject to review, at the unit member's request, by the Board of Trustees.
- (5) The District shall notify the unit member in writing of an involuntary reassignment, at least seven days in advance of the reassignment unless program needs render such notice impracticable.

ARTICLE X: EVALUATION PROCEDURE

10.1 GENERAL PROVISIONS

- a. The major aim of evaluation is to support student learning by improving instruction and educational services to students. However, formal evaluations have several purposes, which include:
 - (1) Recognizing outstanding performance;
 - (2) Improving satisfactory performance and furthering the growth of faculty members who are performing well;
 - (3) Identifying weak performance and assisting faculty members in achieving required improvement; and
 - (4) Documenting unsatisfactory performance.

Among the purposes of evaluation, the quest for the improvement of instruction and educational services to students is the highest goal. A systematic approach to evaluation is essential to the improvement of instruction and educational services to students. Therefore, a procedure that reviews a faculty member's performance of his or her assigned duties as well as all of his or her other contractual and professional responsibilities shall be implemented with these aims paramount.

- b. All faculty members are considered potential members of Faculty Evaluation Teams. If a faculty member chosen to evaluate feels unable to serve on an Evaluation Team, the faculty member shall refer the matter to his or her Dean.
- c. Formal evaluations shall be conducted and documented as prescribed in this article. They shall occur at intervals that are at least as frequent as those prescribed in Sections 10.2.a, 10.4.a, and 10.5.a and can take the form of a basic evaluation, a comprehensive evaluation, or a specialized evaluation (for example, a Special Administrative Evaluation or a Division Chair evaluation).
- d. All results of evaluation procedures, including data, discussions and recommendations made by the evaluators, shall be held in strict confidence by all persons involved in the evaluation process or in the handling of evaluation materials.
- e. Evaluation procedures shall apply to all unit members, either directly or indirectly involved in the instructional process, and the results shall become a part of that individual's personnel file.
- f. Evaluation will employ objective criteria which lend themselves to use in reaching conclusions relating to instruction or educational services. However, certain aspects of instruction and educational services cannot be reduced to specific objective criteria; therefore, professional judgment will be included in the evaluation procedure.
- g. Unless expressly provided otherwise, the following definitions shall apply throughout this article:
 - (1) "Basic evaluation" means an evaluation that reviews a faculty member's performance with little, if any, structured data gathering, and without the establishment of a Faculty Evaluation Team.
 - (2) "Comprehensive evaluation" means an evaluation that reviews a faculty member's performance based on information derived from considerable structured data gathering under the supervision of a Faculty Evaluation Team.
 - (3) "El Camino" means the El Camino Community College District.

- (4) “Faculty Council” means the El Camino College Compton Center Faculty Council of the El Camino College Academic Senate.
- (5) “CEO” means the CEO of the Compton Community College District, or his or her designee.
- (6) “Tenured faculty” means those faculty members who have completed their probationary period and obtained permanent status.
- (7) “Probationary faculty” means those faculty members who are employed under an annual contract in a probationary assignment, but who have not completed their probationary period.
- (8) “Temporary faculty” means those faculty members who are neither tenured nor probationary, and who are employed under provisions of the Education Code that authorize their service as temporary employees, full- or part-time.

10.2. EVALUATION OF TENURED FACULTY

- a. Tenured faculty members shall be evaluated every three academic years. Disregarding those instances in which a specialized evaluation is appropriate, the form of the evaluation shall alternate between a basic evaluation and a comprehensive evaluation, unless:
 - (1) The faculty member elects to receive a comprehensive evaluation; or
 - (2) The faculty member’s Dean or Division Chair calls for a comprehensive evaluation.
- b. To initiate a formal evaluation, the Dean shall send the tenured faculty member, and his or her Division Chair, a notice informing them that the faculty member will be evaluated as provided in this article and, if a comprehensive evaluation is not already required by Section 10.2.a, describing how the form of the evaluation will be determined.
- c. Basic evaluations shall be conducted as follows:
 - (1) The evaluation shall be recorded on the appropriate basic evaluation form (to be developed) completed by the faculty member’s Division Chair, or a tenured faculty member designated by the Division Chair in consultation with the Dean. Once completed, the evaluation shall be given to the faculty member and a copy shall be placed in the faculty member’s personnel file.
 - (2) When the completed evaluation is given to the faculty member, it shall be accompanied by written advice that the faculty member may submit a

written comment regarding the evaluation. If the faculty member chooses to submit a comment, it shall be appended to the copy of the evaluation contained in the faculty member's personnel file.

- (3) In assessing the tenured faculty member's performance, the individual responsible for completing the evaluation shall not be required to conduct any structured data gathering. Instead, he or she shall rely on available information, but only to the extent that it is relevant and obtained from appropriate sources (for example, information derived from personal observation or experience with the tenured faculty member; from the tenured faculty member's peers or other co-workers; from student surveys, if any, self-evaluative material prepared by the tenured faculty member himself or herself, or prior evaluations). Nevertheless, by mutual agreement between the tenured faculty member and the individual responsible for completing the evaluation, the parties may specify that the evaluation shall include structured data gathering from peers or other co-workers, students, or other relevant sources to the extent they determine such data gathering will be useful and appropriate.
- (4) In addition to indicating ratings of the tenured faculty member's performance, the individual responsible for completing the evaluation may recommend that the tenured faculty member engage in appropriate professional development activities.
- (5) If a tenured faculty member's overall performance on his or her basic evaluation is rated "needs to improve" or "unsatisfactory," the faculty member may request, and if requested, shall receive a comprehensive evaluation, which shall commence no later than the next regular semester.

d. Comprehensive evaluations shall be conducted as follows:

- (1) The CEO shall appoint a Faculty Evaluation Team to conduct the evaluation. The Team shall consist of:
 - i. the appropriate Division Chair or his or her designee;
 - ii. two tenured or probationary faculty members (in their third or fourth year as probationary faculty) from the discipline of the faculty member being evaluated designated by the Dean and confirmed by the Faculty Council (to the extent practical, one of those faculty member's should be employed by Compton and the other by El Camino);
 - iii. two tenured or probationary faculty members (in their third or fourth year as probationary faculty) from the faculty at large designated by the Faculty Council (to the extent practical, one of

those faculty members should be employed by Compton and the other by El Camino, and one of the two should be a nominee of the faculty member being evaluated).

The faculty member may submit a timely challenge to the appointment of any one voting member from the Faculty Evaluation Team. To be timely the challenge must be received in writing by the CEO on or before the date of the Faculty Evaluation Team's first meeting. Whenever a Team member needs to be replaced because of the receipt of a timely challenge, the CEO shall promptly appoint a replacement by following the appointment process applicable to the replacement member's predecessor.

- (2) Once appointed, the Faculty Evaluation Team shall elect one of its members to serve as its chairperson. The role of the chairperson shall be to convene meetings of the committee, prepare meeting agendas, preside at committee meetings, and assemble an evaluation file (which shall be kept in the Human Resources Office) consisting of all of the documents and other materials that are relevant to the evaluation and that need to be preserved as a part of the process.
- (3) Before commencing any structured data gathering or engaging in any other substantive business, the Faculty Evaluation Team shall prepare a plan for the evaluation that specifies:
 - i. The materials it intends to request from the faculty member being evaluated (for example: self-evaluation materials; representative course syllabi; sample class assignments, tests, or exercises; selected course handouts; previous student surveys, if available; or other relevant work products);
 - ii. The manner and extent to which it intends to collect data from students, peers, administrators and other individuals using the data collection instruments set forth in Appendix (to be developed following faculty's Professional Development Evaluation)
 - iii. How it intends to inquire into the nature and extent of the faculty member's response to recommendations contained in any of his or her previous evaluations;
 - iv. Whom it intends to charge with the responsibility of collecting the data, whether a member of the Team or not; and
 - v. A general schedule under which the Team intends to complete its work and appropriate protocols for giving the faculty member prior notification of classroom visits or other data collection activities that require interaction with the faculty member's students.

- (4) Before adopting a final version of its plan, the Faculty Evaluation Team shall share a draft of the plan with the faculty member being evaluated and solicit his or her comments. Once it adopts a final plan, the Team shall send a copy of the plan to the faculty member being evaluated and the Dean.
- (5) At the conclusion of its data gathering, the Faculty Evaluation Team shall review all of the data collected as part of the evaluation plan, as well as any formal recommendations to the faculty member contained in his or her past evaluations. Based on that information, the committee shall complete an appropriate comprehensive evaluation summary using an appropriate summary form (to be developed). For each applicable performance category listed on the form, the Team shall:
 - i. prepare a brief narrative assessment of the faculty member's performance that reflects the Team's analysis of the data it collected; and
 - ii. assign one of the following ratings: exceeds expectations, meets expectations, needs improvement.

The Team may also include as a part of the comprehensive evaluation summary any formal recommendations to the faculty member being evaluated it believes are appropriate.

- (6) As a part of the comprehensive evaluation summary the Faculty Evaluation Team may, if it chooses, also include its recommendation as to whether the faculty member's overall performance should be rated as satisfactory, needs to improve, or unsatisfactory.
- (7) Formal actions of the Faculty Evaluation Team shall be taken by majority vote of the Team, but if all of the members of the Team do not agree with the content of the comprehensive evaluation summary, the Team shall provide for dissenting views to be documented and included as a part of the summary.
- (8) In addition to completing a comprehensive evaluation summary, the Faculty Evaluation Team may also prepare a separate document containing any informal comments or recommendations to the faculty member being evaluated. Any such document shall be treated as a private communication to the faculty member and shall not become part of the evaluation file.
- (9) The Faculty Evaluation Team shall forward the comprehensive evaluation summary to the faculty member being evaluated for his or her review and comment. It shall also provide the faculty member an opportunity to meet with the Team to discuss the evaluation.

- (10) If, subsequent to meeting with the Faculty Evaluation Team, the faculty member submits comments, the Team shall review them and take any additional action it determines to be appropriate in light of the comments. Thereafter, it shall forward the completed evaluation file (including the evaluation plan, the data collection instruments the committee relied upon in preparing the evaluation, the comprehensive evaluation summary, and any other relevant documents) to the Dean. If the faculty member declines to meet with the Team, or (having met with the committee) fails to submit comments within five working days of the date on which the Team met with the faculty member, the Faculty Evaluation Team shall forward the completed evaluation file (including all of the materials referenced above) to the Dean.
- (11) Based solely on the comprehensive evaluation summary and the accompanying materials in the evaluation file the Dean shall either:
- i. complete the evaluation by formally accepting the Faculty Evaluation Team's evaluation summary and, based on the summary, rate the faculty member's overall performance as satisfactory, needs improvement or unsatisfactory; or
 - ii. return the evaluation to the Faculty Evaluation Team with a written explanation of the reasons he or she declined to accept the evaluation, and comments regarding proposed steps the committee should take to remedy the problems he or she perceived.
- (12) If the Dean declined to accept the evaluation and instead returned it to the Faculty Evaluation Team, the following shall occur:
- i. The Faculty Evaluation Team shall review the explanation of the reasons the evaluation was not accepted and consider the proposed steps to remedy the problems the Dean perceived. If the Team determines that additional actions are necessary to enhance or improve the evaluation in light of the explanation and comments from the Dean, it shall take those actions. It may also revise, correct, or amend the evaluation summary in any way it determines is appropriate, or leave it unchanged;
 - ii. Once the Faculty Evaluation Team has completed any actions it determined to be necessary to enhance or improve the evaluation and made any revisions, corrections or amendments to the evaluation summary it determined to be appropriate, it shall again forward the evaluation summary (with a written statement of the actions it took, if any) to the faculty member being evaluated for his or her comment. If the faculty member submits comments, the Team shall review them and take any additional action it

determines to be appropriate in light of the comments. It shall then forward the completed evaluation summary to the Dean. If the faculty member declines to comment, or fails to comment within five 'working days of the date on which the committee sent the summary to the faculty member, the Faculty Evaluation Team shall forward the evaluation summary to the Dean;

iii. Upon receiving the evaluation summary, the Dean shall complete the evaluation by formally accepting the Faculty Evaluation Team's evaluation summary and, based on the summary, rate the faculty member's overall performance as satisfactory, needs improvement or unsatisfactory.

(13) Once the Dean has completed the evaluation by formally accepting the Faculty Evaluation Team's evaluation summary and assigning a rating to the faculty member's overall performance, he or she shall deliver the evaluation summary to the faculty member and place a copy of it in the faculty member's personnel file.

(14) The completed evaluation, when delivered to the faculty member by the Dean, shall be accompanied by written advice that, the faculty member may submit a written comment regarding the evaluation. If the faculty member chooses to submit a comment, it shall be appended to the copy of the evaluation contained in the faculty member's personnel file.

10.3 SPECIAL ADMINISTRATIVE EVALUATIONS

a. The CEO may initiate a Special Administrative Evaluation if:

(1) a faculty member's overall performance on his or her basic or comprehensive evaluation is rated "needs to improve" or "unsatisfactory;" or

(2) the CEO cites identifiable issues about the faculty member's performance that are disclosed in the faculty member's basic evaluation and the Division Chair concurs that those issues warrant further review and documentation through a Special Administrative Evaluation; or

(3) the CEO cites identifiable issues about the faculty member's performance that are disclosed in the faculty member's comprehensive evaluation, and the Faculty Evaluation Team concurs that those issues warrant further review and documentation through a Special Administrative Evaluation; or

(4) the CEO determines that a Special Administrative Evaluation is appropriate to review events or circumstances that could lead to formal

disciplinary action under Education Code Section 87732 (in which case the evaluation, once completed, shall be deemed to have served the purposes specified in Education Code Section 87671).

Any Special Administrative Evaluation initiated under Subsection (1), (2) or (3) of this section shall be commenced within thirty working days of the completion of the basic or comprehensive evaluation. Furthermore, it shall be concluded within sixty days after it was commenced.

b. Special Administrative Evaluations shall be conducted by an appropriate Dean or other administrator designated by the CEO (hereinafter referred to as a Dean) as follows:

- (1) If the Special Administrative Evaluation follows a basic or comprehensive evaluation, the Dean shall solicit input from:
 - i. the individual who completed the evaluation (in the case of a basic evaluation), or the Faculty Evaluation Team (in the case of a comprehensive evaluation);
 - ii. appropriate individuals the faculty member identifies as having relevant information about his or her performance; and
 - iii. any others the Dean or his or her designee believes should have relevant information about the performance of the faculty member.

All such input shall be considered by the Dean before he or she completes the Special Administrative Evaluation.

- (2) The Dean may, if it is appropriate to the evaluation, observe the faculty member as he or she teaches or performs his or her other duties, conduct student surveys with prior notification to the faculty member as to when such surveys would occur, or collect relevant data through other appropriate data collection methods.
- (3) The Special Administrative Evaluation shall be recorded on the appropriate Special Administrative Evaluation form (to be developed). Once the Dean has completed the form, he or she shall deliver the evaluation to the faculty member, offer to meet with the faculty member to discuss it, and after the meeting, if one occurred – place a copy of the form in the faculty member’s personnel file.
- (4) The completed Special Administrative Evaluation, when delivered to the faculty member by the Dean, shall be accompanied by written advice that the faculty member may submit a written comment regarding the evaluation. If the faculty member chooses to submit a comment, it shall be

appended to the copy of the Special Administrative Evaluation contained in the faculty member's personnel file.

10.4 EVALUATION OF DIVISION CHAIRS

- a. During a faculty member's service as a Division Chair, his or her performance of the Division Chair's duties and responsibilities shall be evaluated at the end of his or her first year of service as Division Chair and at least once every other academic year thereafter.
- b. The evaluation of a Division Chair shall be conducted in the same manner as a Special Administrative Evaluation with the following modifications:
 - (1) In place of the list of individuals specified in Section 10.3.b(1), the Dean shall solicit information about the Division Chair's performance of his or her duties and responsibilities as chair from faculty and staff in the division (including all those who ask to provide relevant information), as well as any others the Dean believes should have relevant information about the faculty member's performance as Division Chair.
 - (2) Rather than recording the evaluation on a Special Administrative Evaluation Form, the Dean shall record the evaluation on the Division Chair Evaluation Form (to be developed).
 - (3) The evaluation of a Division Chair is a specialized evaluation that is separate from and in addition to the normal evaluation of the Division Chair as a faculty member.

10.5 EVALUATION OF TEMPORARY FACULTY

- a. Temporary faculty shall be evaluated during their first semester of employment and at least once during the following three semesters of employment. Thereafter, each temporary faculty member shall be evaluated at least once every three years provided a break of service of more than one year has not occurred.
- b. To initiate a formal evaluation, the Dean shall send the temporary faculty member, and his or her Division Chair, a notice informing them that the faculty member will be evaluated as provided in this article and specifying the time by which the evaluation should be completed.
- c. The evaluation shall be conducted as follows:
 - (1) The Dean shall appoint a Faculty Evaluation Team to conduct the evaluation. The Team shall consist of:
 - i. the appropriate Division Chair or his or her designee;

- ii. one tenured or probationary faculty member from the discipline of the faculty member being evaluated.
- (2) The Faculty Evaluation Team shall prepare a plan for the evaluation that, at a minimum, provides for the following data collection:
- i. Observation, on at least one occasion, of the faculty member in class or at his or her work station;
 - ii. In the case of teaching faculty or faculty who work directly with students, student surveys collected from the faculty member's students;
 - iii. Collection of relevant work products from the faculty member (e.g. representative course syllabi; sample class assignments, tests, or exercises; selected course handouts);
 - iv. Submission of a self-evaluation by the faculty member.
- (3) After preparing its plan, the Faculty Evaluation Team shall send a copy of the plan to the faculty member along with a general schedule under which the Team intends to complete its work.
- (4) At the conclusion of its data gathering, the Faculty Evaluation Team shall review all of the data collected as part of the evaluation plan. Based on that information, the committee shall complete an evaluation summary using an appropriate summary form (to be developed). For each applicable performance category listed on the form, the Team shall:
- i. prepare a brief narrative assessment of the faculty member's performance that reflects the Team's analysis of the data it collected; and
 - ii. assign one of the following ratings: exceeds expectations, meets expectations, needs improvement.

The Team may also include as a part of the evaluation summary any formal recommendations to the faculty member being evaluated it believes are appropriate.

- (5) The Faculty Evaluation Team shall forward the evaluation summary to the faculty member being evaluated for his or her review and comment. The Faculty Evaluation Team shall also provide the faculty member an opportunity to meet with the Team (or one of its members as a representative) to discuss the evaluation.

- (6) If, subsequent to meeting with the Faculty Evaluation Team (if one occurred), the faculty member submits comments, the Team shall review them and take any additional action it determines to be appropriate in light of the comments. Thereafter, it shall forward the completed evaluation file (including the evaluation plan, the data collection instruments the committee relied upon in preparing the evaluation, the evaluation summary, and any other relevant documents) to the Dean. If the faculty member declines to meet with the Team, or fails to submit comments within five working days of the date on which the Team met with the faculty member, the Faculty Evaluation Team shall forward the completed evaluation file (including all of the materials referenced above) to the Dean.
- (7) Based solely on the evaluation summary and the accompanying materials in the evaluation file the Dean shall either:
- i. complete the evaluation by formally accepting the Faculty Evaluation Team's evaluation summary and, based on the summary, rate the faculty member's overall performance as satisfactory, needs improvement or unsatisfactory; or
 - ii. return the evaluation to the Faculty Evaluation Team with a written explanation of the reasons he or she declined to accept the evaluation, and comments regarding proposed steps the Team should take to remedy the problems he or she perceived.
- (8) If the Dean declined to accept the evaluation and instead returned it to the Faculty Evaluation Team, the following shall occur:
- i. The Faculty Evaluation Team shall review the explanation of the reasons the evaluation was not accepted and consider the proposed steps to remedy the problems the Dean perceived. If the Team determines that additional actions are necessary to enhance or improve the evaluation in light of the explanation and comments from the Dean, it shall take those actions. It may also revise, correct, or amend the evaluation summary in any way it determines is appropriate, or leave it unchanged.
 - ii. Once the Faculty Evaluation Team has completed any actions it determined to be necessary to enhance or improve the evaluation and made any revisions, corrections or amendments to the evaluation summary it determined to be appropriate, it shall again forward the evaluation summary (with a written statement of the actions it took, if any) to the faculty member being evaluated for his or her comment. If the faculty member submits comments, the Team shall review them and take any additional action it

determines to be appropriate in light of the comments. It shall then forward the completed evaluation summary to the Dean. If the faculty member declines to comment, or fails to comment within five working days of the date on which the committee sent the summary to the faculty member, the Faculty Evaluation Team shall forward the evaluation summary to the Dean.

iii. Upon receiving the evaluation summary, the Dean shall complete the evaluation by formally accepting the Faculty Evaluation Team's evaluation summary and, based on the summary, rate the faculty member's overall performance as satisfactory, needs improvement or unsatisfactory.

(9) Once the Dean has completed the evaluation by formally accepting the Faculty Evaluation Team's evaluation summary and assigning a rating to the faculty member's overall performance, he or she shall deliver the evaluation summary to the faculty member and place a copy of it in the faculty member's personnel file.

(10) The completed evaluation, when delivered to the faculty member by the Dean, shall be accompanied by written advice that the faculty member may submit a written comment regarding the evaluation. If the faculty member chooses to submit a comment, it shall be appended to the copy of the evaluation contained in the faculty member's personnel file.

10.6 EVALUATION OF PROBATIONARY FACULTY

General Provisions

1. The purpose of a probationary period is to give probationary faculty members who are candidates for tenure the opportunity to demonstrate that they meet the needs and expectations of the District and are performing at a level that warrants the granting of tenure. As a consequence, tenure review is, in a sense, the conclusion of the selection process: continued review and rigorous evaluation leading to a recommendation to the Board on whether to employ an individual as a permanent, tenured member of the faculty.
2. All results of evaluation procedures that are a part of the tenure review process, including data, discussions and recommendations made by the Tenure Review Committee or any other evaluator, shall be held in strict confidence by all persons involved in the evaluation process or in the handling of evaluation materials.
3. Evaluation of probationary faculty will employ objective criteria which lend themselves to use in reaching conclusions relating to instruction or educational services. However, certain aspects of instruction and educational services cannot be reduced to specific

objective criteria; therefore, professional judgment will be included in the evaluation procedure.

4. Unless expressly provided otherwise, the following definitions shall apply throughout this article:
 - a. "Board of Trustees" means the governing board of the Compton Community College District or the State's Special Trustee acting on the Board's behalf.
 - b. "El Camino" means the El Camino Community College District.
 - c. "Academic Senate" means the Academic Senate of the Compton Community College District.
 - d. "CEO" means the CEO of the Compton Community College District, or his or her designee.

B. Tenure Review Committee

1. Within twenty working days of a probationary faculty member's first day of service in a probationary position, the CEO shall appoint a Tenure Review Committee to evaluate his or her performance and supervise the probationary faculty member's tenure review. The committee shall consist of:
 - a. the appropriate Division Chair;
 - b. two tenured faculty members from the discipline of the faculty member being evaluated designated by the Dean and confirmed by the Academic Senate (to the extent practical, one of those faculty member's should be employed by Compton and the other by El Camino);
 - c. two tenured faculty members from the faculty at large designated by the Academic Senate (to the extent practical, one of those faculty member's should be employed by Compton and the other by El Camino, and one of the two should be a nominee of the faculty member being evaluated).

The faculty member may submit a timely challenge to the appointment of any one voting member of the Tenure Review Committee. To be timely the challenge must be received in writing by the CEO on or before the date of the committee's first meeting.

2. To the extent practical, the membership of the Tenure Review Committee shall remain constant throughout the probationary faculty member's probationary period. However, a committee member shall be replaced if his or her service was challenged pursuant to the final paragraph of Section B.1, or he or she:

- a. resigns, retires, or becomes unavailable for continued service on the committee for any other reason;
- b. will be absent on a leave of absence for one semester or more; or,
- c. in the case of the Division Chair vacates his or her assignment as Division Chair.

Whenever a committee member needs to be replaced, the CEO shall promptly appoint a replacement by following the appointment process applicable to the replacement member's predecessor.

3. Once appointed, the Tenure Review Committee shall elect one of its members to serve as its chairperson. The role of the chairperson shall be to convene meetings of the committee, prepare meeting agendas, preside at committee meetings, and assemble a tenure review file (which shall be kept in the Human Resources Office) consisting of all of the documents and other materials that are relevant to the process and that need to be preserved.
4. As one of its initial acts, the Tenure Review Committee will meet with the probationary faculty member to review the tenure review process and to discuss, in general terms, how it will be conducted.

C. First-Year Evaluation and Recommendation

1. As provided in Education Code Section 87605, "a faculty member shall be deemed to have completed his or her first contract year if he or she provides service for 75 percent of the first academic year." As a consequence, if a probationary faculty member's service as a probationary employee begins during the spring semester, his or her service during that academic year does not count as his or her first contract year for the purposes of tenure review, and he or she shall receive a first-year evaluation during the following fall semester. All other probationary faculty members shall receive their first-year evaluation during the fall semester of the academic year during which they first served as a probationary employee.
2. Before commencing the evaluation, the Tenure Review Committee shall prepare a recommended plan for the evaluation that anticipates the need to submit all required recommendations and supporting materials in a timely fashion so that the Board can act before March 15, and that specifies:
 - a. The materials it intends to request from the probationary faculty member (for example: self-evaluation materials; representative course syllabi; sample class assignments, tests, or exercises; selected course handouts; or other relevant work products.)
 - b. The extent to which it intends to collect data from students, peers, administrators or other individuals using the data collection instruments set forth in Appendix B);

- c. Whom it intends to charge with the responsibility of collecting the data, whether a member of the committee or not; and
 - d. A general schedule under which the committee intends to complete its work.
3. Notwithstanding anything in Section C.2 to the contrary, the evaluation plan shall provide for appropriate peer observation of the probationary faculty member; student surveys, where relevant; and preparation of a tenure review portfolio by the probationary faculty member, which shall be maintained and built upon by the faculty member throughout his or her probationary period. The portfolio shall include relevant materials specified by the Tenure Review Committee such as: course syllabi; class handouts; exams, test and quizzes; and other materials that document curriculum development or service improvement activities, professional development or research activities, professional contributions to the department or Center, publications, relevant community service, awards and honors, etc.
4. Before adopting a final version of its recommended evaluation plan, the committee shall share a draft of the plan with the probationary faculty member and solicit his or her comments. Once it adopts a final recommended plan, the committee shall send a copy of the recommended plan to the Dean for review and approval. If the Dean does not approve the plan, he or she shall return it to the Tenure Review Committee with an explanation of the revisions needed to obtain approval. When the Dean does approve the recommended plan, he or she shall indicate his or her approval on the plan and return it to the committee with a copy to the probationary faculty member.
5. At the conclusion of its data gathering, the Tenure Review Committee shall review all of the data collected as part of the evaluation plan. Based on that information, the committee shall complete an appropriate comprehensive evaluation summary using an appropriate summary form (see Appendix B). For each applicable performance category listed on the form, the committee shall:
 - a. prepare a brief narrative assessment of the probationary faculty member's performance that reflects the committee's analysis of the data it collected; and
 - b. assign one of the following ratings: exceeds expectations, meets expectations, needs improvement.
6. As a part of the comprehensive evaluation summary the Tenure Review Committee shall also include:
 - a. recommendations to the probationary faculty member regarding actions he or she should consider to maintain or improve his or her progress towards achieving tenure;
 - b. the committee's recommendation as to whether the faculty member's overall performance should be rated as satisfactory, needs to improve, or unsatisfactory; and

- c. the committee's recommendation regarding the probationary faculty member's continued employment as specified in Section G.
7. Formal actions of the Tenure Review Committee shall be taken by majority vote, but if all of the members of the committee do not agree with the content of the comprehensive evaluation summary, the committee shall provide for dissenting views to be documented and included as a part of the summary.
8. The Tenure Review Committee shall forward the comprehensive evaluation summary to the probationary faculty member for his or her review and comment. It shall also provide the faculty member an opportunity to meet with the committee to discuss the evaluation.
9. If, subsequent to a meeting with the committee, the faculty member submits comments, the committee shall review them and take any additional action it determines to be appropriate in light of the comments. Thereafter, it shall forward the completed evaluation file (including the evaluation plan, the data collection instruments the committee relied upon in preparing the evaluation, the comprehensive evaluation summary, and any other relevant documents) to the Dean. If the probationary faculty member declines to meet with the committee, or (having met with the committee) fails to submit comments within five working days of the date on which the committee met with the faculty member, the Tenure Review Committee shall forward the completed evaluation file (including all of the materials referenced above) to the Dean.
10. Based solely on the comprehensive evaluation summary and the accompanying materials in the evaluation file the Dean shall either:
 - a. complete the evaluation by
 - i. formally accepting the Tenure Review Committee's evaluation summary; and — based on the summary—
 - ii. rating the faculty member's overall performance as satisfactory, needs improvement or unsatisfactory; and
 - iii. making a recommendation regarding the probationary faculty member's continued employment as specified in Section G; or
 - b. return the evaluation to the Tenure Review Committee with a written explanation of the reasons he or she declined to accept the evaluation, and comments regarding proposed steps the committee should take to remedy the problems he or she perceived.
11. If the Dean declined to accept the evaluation and instead returned it to the Tenure Review Committee, the following shall occur:

- a. The Tenure Review Committee shall review the explanation of the reasons the evaluation was not accepted and consider the proposed steps to remedy the problems the Dean perceived with the evaluation. If the committee determines that additional actions are necessary to enhance or improve the evaluation in light of the explanation and comments from the Dean, it shall take those actions. It may also revise, correct, or amend the evaluation summary in any way it determines is appropriate, or leave it unchanged.
 - b. Once the Tenure Review Committee has completed any actions it determined to be necessary to enhance or improve the evaluation and made any revisions, corrections or amendments to the evaluation summary it determined to be appropriate, it shall again forward the evaluation summary (with a written statement of the actions it took, if any) to the probationary faculty member for his or her comment. If the faculty member declines to comment, or fails to comment within five working days of the date on which the committee sent the summary to the faculty member, the Tenure Review Committee shall forward the evaluation summary to the Dean.
 - c. Upon receiving the evaluation summary, the Dean shall complete the evaluation by:
 - i. formally accepting the Tenure Review Committee's evaluation summary; and — based on the summary—
 - ii. rating the faculty member's overall performance as satisfactory, needs improvement or unsatisfactory; and
 - iii. making a recommendation regarding the probationary faculty member's continued employment as specified in Section G.
12. Once the Dean has completed the evaluation by formally accepting the Tenure Review Committee's evaluation summary, assigning a rating to the faculty member's overall performance, and making a recommendation about the faculty member's continued employment, he or she shall deliver the evaluation summary to the probationary faculty member and the CEO for inclusion in the faculty member's tenure review and personnel files.
13. The completed evaluation, when delivered to the probationary faculty member by the Dean, shall be accompanied by written advice that the faculty member may submit a written comment regarding the evaluation. If the faculty member chooses to submit a comment, it shall be appended to the copy of the evaluation contained in the faculty member's tenure review and personnel files.

D. Second-Year Evaluation and Recommendation

- 1. Each probationary faculty member shall be evaluated during the fall semester of his or her second contract year. As a continuation of the tenure review process, the evaluation

shall cover the entire period since the probationary faculty member's last evaluation, not just his or her performance during the fall semester.

2. The second-year evaluation shall be conducted in the manner specified in Sections C.2 through C.13, with the addition that, as a part of the evaluation, the Tenure Review Committee shall review the probationary faculty member's prior evaluations and inquire into the nature and extent of the faculty member's response to the recommendations contained in those evaluations.
3. At the same time it forwards the completed second-year evaluation file to the Dean, the Tenure Review Committee shall forward its recommendation regarding the probationary faculty member's continued service. Based solely on the comprehensive evaluation summary and the accompanying materials in the evaluation file, the Tenure Review Committee shall, except under the circumstances described in Section G.4, recommend one of the following two actions: that the probationary faculty member be given notice by the Board that he or she will be employed for the following two academic years as a probationary faculty member, or that the probationary faculty member be given notice by the Board that he or she will not be employed for the following academic year.

E. Third- and Fourth-Year Evaluations and Recommendation

1. Each probationary faculty member shall be evaluated during the fall semester of his or her third contract year, and again during the fall semester of his or her fourth contract year. As a continuation of the tenure review process, each evaluation shall cover the entire period since the probationary faculty member's last evaluation, not just his or her performance during the semester in which the evaluation is conducted.
2. The third- and fourth-year evaluations shall be conducted in the manner specified in Sections C.2 through C.12, with the addition that, as a part of the evaluation, the Tenure Review Committee shall review the probationary faculty member's prior evaluations and inquire into the nature and extent of the faculty member's response to the recommendations contained in those evaluations.
3. Notwithstanding anything in Section C to the contrary, neither the Tenure Review Committee nor the Dean shall forward any recommendation regarding the probationary faculty member's continued service as a part of the evaluation conducted during the faculty member's third contract year, but they shall do so as a part of the evaluation conducted during the fourth contract year.

F. Special Administrative Evaluations

1. At any time during a probationary faculty member's probationary period, the CEO may initiate a Special Administrative Evaluation if:
 - a. the probationary faculty member requests a Special Administrative Evaluation; or

- b. an evaluation conducted pursuant to Sections C, D or E discloses identifiable issues about the probationary faculty member's performance that the CEO reasonably determines warrants further review and documentation through a Special Administrative Evaluation; or
- c. the probationary faculty member's Tenure Review Committee recommends a Special Administrative Evaluation (which the committee may do at any time it determines such a recommendation to be appropriate); or
- d. the CEO determines that a Special Administrative Evaluation is appropriate to review events or circumstances that could lead to formal disciplinary action under Education Code Section 87732 (in which case the evaluation, once completed, shall be deemed to have served the purposes specified in Education Code Section 87671).

Any administrative evaluation initiated under Subsection F.1.a, b or c shall be commenced within thirty working days of the completion of the evaluation, or receipt of the Tenure Review Committee's recommendation to conduct the evaluation, whichever is relevant. Furthermore, it shall be concluded within forty-five working days after it was commenced.

- 2. If the Special Administrative Evaluation was requested by the probationary employee; follows an evaluation conducted pursuant to Sections C, D, or E; or was initiated upon the recommendation of the Tenure Review Committee, the Dean shall solicit input from:
 - a. the Tenure Review Committee;
 - b. appropriate individuals the probationary faculty member identifies as having relevant information about his or her performance; and
 - c. any others the Dean believes should have relevant information about the performance of the faculty member.

All such input shall be considered by the Dean before he or she completes the administrative evaluation.

- 3. The Dean may, if it is appropriate to the evaluation, observe the probationary faculty member as he or she teaches or performs his or her other duties, conduct student surveys, or collect relevant data through other appropriate data collection methods.
- 4. The Special Administrative Evaluation shall be recorded on the appropriate Special Administrative Evaluation form (see Appendix ____). Once the Dean has completed the form, he or she shall deliver the evaluation to the probationary faculty member and the CEO for inclusion in the faculty member's personnel file.
- 5. The completed Special Administrative Evaluation, when delivered to the faculty member by the Dean, shall be accompanied by written advice that the faculty member has the

right to submit a written comment regarding the evaluation. If the faculty member chooses to submit a comment, it shall be appended to the copy of the Special Administrative Evaluation contained in the faculty member's personnel file.

G. Recommendations to the Board

1. Before March 15 of each probationary faculty member's first, second and fourth contract years, the CEO shall forward the recommendation of the faculty member's Tenure Review Committee and Dean regarding the probationary faculty member's continued service, along with the CEO's recommendation regarding that matter to the Board of Trustees. The CEO's recommendation shall be based solely on the Tenure Review Committee's comprehensive evaluation summaries, accompanying materials in the evaluation file, any Special Administrative Evaluations that were performed, and the recommendations of the Tenure Review Committee and the Dean.
2. Except as provided in Section G.4, below, any recommendation forwarded during a probationary faculty member's first contract year shall be a recommendation to notify the faculty member that:
 - a. he or she will be employed for the following academic year as a second year probationary faculty member, or that
 - b. he or she will not be employed for the following academic year.
3. Except as provided in Section G.4, below, any recommendation forwarded during a probationary faculty member's second contract year shall be a recommendation to notify the faculty member that:
 - a. he or she will be employed for following two academic years as a probationary faculty member, or that
 - b. he or she will not be employed for the following academic year.
4. Notwithstanding Sections G.2 and G.3, the CEO may, during a probationary faculty member's first or second contract year, recommend that the faculty member be employed for all subsequent academic years as a tenured faculty member, but only in extraordinary circumstances where that recommendation has been initiated by the Tenure Review Committee on the basis of documented evidence that the probationary faculty member is performing at a level that warrants the granting of early tenure, and the CEO finds that there are clear and compelling reasons to conclude that the action will be in the best interests of the district. No recommendation made pursuant to this section, and no action accepting or rejecting any such recommendation, shall be grievable.
5. Any recommendation forwarded during a probationary faculty member's fourth contract year shall be a recommendation to notify the faculty member that:

- a. he or she will be employed for all subsequent academic years as a tenured faculty member, or that
- b. he or she will not be employed for the following academic year.

H. Mentors

1. Every probationary faculty member shall be encouraged to request a mentor. When a probationary faculty member requests a mentor, the Dean shall consult with the probationary faculty member and his or her Division Chair to identify and recruit an appropriate mentor. A mentor can be any tenured faculty member employed by either Compton or El Camino who volunteers to serve in that capacity, but he or she may not serve on the probationary faculty member's Tenure Review Committee.
2. A tenured faculty member may serve as a mentor to more than one probationary faculty member, but since effective mentoring often requires the investment of an extensive amount of time and effort, a single faculty member should not generally be designated as a mentor for more than two probationary faculty members at any time.
4. During the period of mentoring, the mentor shall consult and interact with the probationary faculty member for the purposes of enhancing the probationary faculty member's effectiveness and ability to perform his or her basic duties, and encouraging the probationary faculty member's professional growth. All mentors shall adhere to any mentoring guidelines adopted by the District.

I. Effective Date

These procedures became effective for probationary faculty members initially employed in probationary positions on or after July 1, 2007.

10.7 EFFECTIVE DATE

The initial use of the evaluation procedures set forth in the article to evaluate tenured and temporary faculty shall be phased in as follows:

1. Temporary faculty shall be evaluated in accordance with Section 10.5.a, with any employment at Compton College counting towards the interval between evaluations.
2. Tenured faculty members shall be initially evaluated using these procedures in three groups. Those who have social security numbers the final two digits of which are evenly divisible by three shall be evaluated during the 2007-2008 academic year; those who have social security numbers the final two digits of which are divisible by three with a remainder of 1, shall be evaluated during the 2008-2009 academic year; and those who have social security numbers the final two digits of

which are divisible by three with a remainder of 2 shall be evaluated during the 2009-2010 academic year. If the social security number is an odd number, the initial evaluation under this article shall be a basic evaluation. If the social security number is an even number, the initial evaluation under this article shall be a comprehensive evaluation.

ARTICLE XI: PERSONNEL FILES

- 11.1** One personnel file will be maintained by the District for each certificated employee. This file shall be maintained in the Office of Human Resources and shall be available for inspection by the employee upon request provided that the employee schedules an appointment with the appropriate administrator to conduct the file review. Employees shall not schedule an examination of the file during their assigned class times except under unusual circumstances.
- 11.2** A representative of the faculty's choice may, upon written request, accompany the member in a review of that member's personnel file.
- 11.3** Disciplinary action taken against a member may be based only upon materials which are in the member's personnel file except under circumstances which require immediate remedy under statute.
- 11.4** Material in the personnel file is not to include materials which are:
 - a. obtained prior to the employment of the member involved;
 - b. prepared by identifiable screening and/or evaluation committee members; and
 - c. obtained in connection with a promotional examination.
- 11.5** Information of a derogatory nature shall not be placed in the member's personnel file until the member has been sent a copy of the material and a written notice of intent which states that the material is going to be placed in the member's file.
- 11.6** The member has 10 days from the date the notice was postmarked in which to respond. The member's response shall be attached to the derogatory statement and shall be a part of the member's file.
- 11.7** Upon written request of the member, or the member's designated representative, the District agrees to remove and destroy any materials of a derogatory nature which have remained in the file for five years.
- 11.8** Members shall have the right to place in their personnel file material which is considered to be relevant to their career in compliance with state law, examples including but not limited to:
 - a. Employee application
 - b. Letters of recommendation
 - c. Employee verifications
 - d. Certificates and certifications
 - e. Credentials, FSA's, equivalencies, competencies, and related materials
 - f. Performance evaluations and any documents related to such activity
 - g. Commendations and letters of appreciation

- h. Any document relating to employee service participation in the school and the community
- i. Tenure and academic rank material
- j. Academic/vocational program promotions material.

ARTICLE XII: LEAVES

Following any of the leaves addressed in this section, the District shall make reasonable accommodation for the return to his/her position of any disabled employee in accordance with the Americans with Disabilities Act (Title 1).

12.1 SABBATICAL LEAVE

- a. Sabbatical leaves may be granted to members of the bargaining unit for the purpose of carrying out an approved program which will enable the member to provide improved service to the District and its students. Consideration will be given to programs which involve an appropriate program of organized study or research. Pursuant to the Education Code, the bond may be waived at the discretion of the Board of Trustees.
- b. Members who have satisfactorily completed at least seven consecutive years of full-time service in this District are eligible to apply for a sabbatical leave. After completing a sabbatical leave, an individual is not again eligible to apply for such a leave until he/she has served on a full-time basis for at least seven additional consecutive years.
- c. The maximum number of leaves granted under this section in any one semester shall not exceed four percent (4%) of the total full-time faculty employed in the prior academic year.
- d. Members of the bargaining unit who are granted a leave under the terms of this section must agree in writing to return to the District for a period of service equal to twice the period of time for which the leave is granted.
- e. Members of the unit contemplating a sabbatical leave shall submit applications to the appropriate Division Chairperson, Director, or Dean. The Division Chairperson shall forward all applications and his/her recommendations to the appropriate administrator as designated by the District. With the application for sabbatical leave, the unit member shall submit for approval guidelines for the written report. Upon Board of Trustees' approval of the application for sabbatical leave and the guidelines for the written report, the application, guidelines, any applicable Board policy, and state law shall constitute the agreement between the unit member and the District. The agreement shall not be changed except by mutual consent.
- f. Applications for sabbatical leave must be received by the office of the District-designated administrator prior to January 5th of the academic year preceding the academic year (or part thereof) of the proposed leave, or prior to September 15th, if the proposed leave is for the spring semester.
- g. Upon return to duty, a member of the bargaining unit who has completed a sabbatical leave will submit to the appropriate administrative office a written report covering the period of the sabbatical leave. When applicable, a transcript or other evidence of completion of the planned program will accompany this report. A copy of each sabbatical leave report shall be forwarded to the office of the CEO.

- h. Compensation and full benefits to be paid the bargaining unit member who is on sabbatical leave will be computed in accordance with the salary schedule in effect during the period of leave and will be paid in equal monthly payments.
- i. Compensation to be paid the bargaining unit member who is on sabbatical leave shall be 63% of the salary to which the employee would otherwise be entitled for an academic year, or 100% of the salary to which the employee would otherwise be entitled for a semester.
- j. No compensation shall be paid to any unit member while on sabbatical leave unless a bond is posted in accordance with Education Code Section 87770. However, pursuant to the Education Code, the bond may be waived at the discretion of the Board of Trustees.
- k. The period of time while the bargaining unit member is on sabbatical leave will be counted toward retirement.
- l. Once the sabbatical leave request has been approved, it is understood that the applicant will, at a minimum, fulfill the approved program. Alteration of the approved program shall be made only after an amended plan has been submitted and approved, using the same procedures as those for the initial approval.
- m. Notwithstanding any provision of this Article or Agreement, sabbatical leave shall not be granted a unit member nor shall a unit member receive compensation while on sabbatical leave unless the requirements of the Education Code pertaining to Sabbatical Leaves, including, but not limited to, Sections 87767, 87770 and 87771 are complied with.
- n. By accepting sabbatical leave, the unit member covenants and agrees that the Governing Board of the District and the District itself shall be freed from any liability for the payment of any compensation or damages provided by the law for the death or injury of any employee of the District employed in a position requiring minimum qualification and District competency standards when the death or injury occurs while the employee is on any leave of absence granted under the provisions of this section, except when such death or injury may be incurred as a consequence of the member's presence upon District property as may be required by the objectives and goals of the sabbatical leave proposal.

12.2 ILLNESS/SICK LEAVE

- a. Illness leaves for members' illness or injury (only) shall be granted for a maximum of 10 days annually to each member designated as a contract or regular employee.
- b. Members who are not designated contract or regular employees shall accrue illness leave in the amount of one-half day for each 10% of full-time load per semester.
- c. A member shall be granted one additional day of illness leave upon completion of a full summer session assignment.
- d. Regular and contract members shall accrue overload illness leave in the amount of one-fourth day for each 10 % of full-time load per semester.
- e. The base utilized for calculations of earned sick leave for overload and part time non instructional assignments shall be 525 hours. This calculation shall not apply to special projects.
- f. Any earned illness leave which is not used may be accumulated indefinitely from one year of service to the next and may be used as required for any assignment during subsequent years of service.
- g. Accrued overload illness leave may be accumulated indefinitely from one year's service to the next, but shall not be used in the computation of STRS benefits.

- h. No faculty member shall be entitled to sick leave for any day that the faculty member is not required to render service to the District.
- i. A faculty member is eligible to use his/her accrued sick leave during a summer session assignment if the initial diagnosis of the condition, verified by a physician's statement, does not predate the beginning of the service assignment and if the faculty member is able to assume the teaching assignment.
- j. Credit for illness leave need not be accrued prior to taking illness leave by the member, and such leave may be taken at any time during the fiscal year, not to exceed the balance of the employee's illness leave entitlement through June 30 of that fiscal year.
- k. The time lost through illness shall be deducted from the accrued leave balance in the same ratio as it was accrued.
- l. An employee who is on other leaves of absence without pay shall retain all accumulated illness leave benefits but shall not use or accrue any additional sick leave benefits during such periods of leave.
- m. When a member who is a contract or regular employee is absent from work because of illness or accident for a period of five school months or less, whether or not the absence arises out of or in the course of employment of the employee, the amount deducted from the salary due for any month in which the absence occurs shall not exceed the sum which is actually paid a temporary employee employed to fill the member's position, during the absence, or if no temporary employee is employed, the amount which would have been paid to the temporary employee, had one been employed.
- n. A new employee's illness leave credit received by transfer from previous school districts shall be accepted pursuant to the provisions and limitations provided in the Education Code.
- o. All illness leave rights or accumulations shall be cancelled when a full-time employee severs all official connection with the District as an employee, in compliance with provisions of the Education Code. Accumulated sick leave may be transferred to a subsequent employing district upon request, pursuant to the provisions of the Education Code.
- p. At the time members begin their contracted employment for the academic year, they shall be provided with a current accounting of their accumulated illness leave credit.
- q. Any female member of the unit shall have the right to utilize illness leave necessitated by pregnancy, miscarriage, childbirth and recovery therefrom.
- r. Illness leave may be utilized by a member of the unit placed under quarantine on the same basis as though the member had been ill.
- s. Any person utilizing illness leave benefits under the provisions of this Article shall provide a signed absence report upon return to duty, to the appropriate administrative office. If absent five or more days in any one calendar month, the member shall provide the appropriate administrative office a statement from a physician verifying the necessity of such absence. Such verification shall be submitted not later than one week after return to duty. A unit member returning to work from an illness leave may be required to present a physician's unconditional release verifying that the unit member is medically able to return to full-time work. The physician's release shall include any restrictions on extra duty assignments. If the unit member's physician

fails to meet this requirement, the District may require the unit member to submit to an examination by a District-designated physician provided that the District pays the cost of such examination.

12.3 INDUSTRIAL ACCIDENT AND ILLNESS LEAVE

- a. Only to the extent provided by law, members of the unit shall be provided industrial accident and illness leave benefits under the following provisions:
 - (1) allowable leave shall be for not less than 60 days during which the schools of the District are required to be in session or when the member would otherwise have been performing work for the District in any one fiscal year for the same accident;
 - (2) allowable leave shall not be accumulated from year to year;
 - (3) industrial accident or illness leave shall commence on the first day of absence, or when the illness or condition is determined to have begun, and the allowable 60 days shall be used first.
 - (4) all accrued regular full salary sick leave may be used when the industrial accident/illness leave (60 days) expires.
 - (5) half-salary sick leave and money from the Workers' Compensation fund is used when full salary sick-leave expires. The aggregate amount of half-salary sick leave and Workers' Compensation contribution shall not exceed the employee's sick leave entitlement prior to the illness.
 - (6) after all paid benefits are exhausted, the employee shall receive any remaining money due him or her from the Workers' Compensation Fund.
 - (7) when an industrial accident or illness leave overlaps into the next fiscal year, the member shall be entitled to only the amount of unused industrial accident or illness leave due him/her for the same illness or injury;
 - (8) upon termination of the industrial accident or illness leave, the member shall be entitled to the benefits provided in Education Code Section 87780, 87781, and 87786, and for the purposes of each of those sections, his/her absence shall be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that if the member continues to receive temporary disability indemnity, he/she may elect to take as much of his/her accumulated sick leave which, when added to his/her temporary disability indemnity, will result in a payment to him/her of not more than his/her full salary;
 - (9) during any paid leave of absence, the member may endorse to the District the temporary disability indemnity checks received on account of his/her industrial accident or illness. The checks shall be endorsed and immediately turned over to the District upon receipt, or if retained by the member, the member shall immediately notify the District of the amount of the temporary disability indemnity payment. The District in turn, shall issue the member appropriate salary warrants for payment of the member's salary, and shall deduct normal retirement, other authorized contributions, and the temporary disability indemnity, if any, actually paid to and retained by the member for periods covered by such salary warrants;

- (10) any member receiving benefits as a result of this section shall, during periods of injury or illness, remain within the State of California unless the Governing Board authorized travel outside the state.
- (11) the Governing Board may, at its discretion, by rule or regulation, provide for such additional leave of absence for industrial accident or illness as it deems appropriate;
- (12) at the District's request, the unit member shall provide the District with his/her physician's report of the unit member's physical condition. The requested medical reports shall be submitted to the District not later than one week after the District request is made. Employees returning to work from industrial accident or illness leave shall be required to present a physician's unconditional release verifying that the unit member is medically able to return to full-time work, including any restrictions on extra duty assignments. If the unit member's physician fails to meet this requirement, the District may require the unit member to submit to an examination by a District designated physician provided that the District pays the cost of such examination. Employees returning to work from industrial accident or illness leave shall be required to present a physician's release verifying medical permission to return to work, including any restrictions, and
- (13) upon returning to duty, an absence report form shall be filed with the appropriate administrative office.

12.4 BEREAVEMENT LEAVE

- a. Members of the bargaining unit may be granted leave of absence not to exceed three working days (five working days if travel of more than 300 miles is required) per occurrence on account of death of any member of the member's immediate family. In accordance with Education Code Section 87788, "no deduction shall be made from the salary of the employee or shall the leave be deducted from leave granted by other sections of the code or provided by the governing board of the District."
- b. "Member of the immediate family," as used in this section, shall include child, mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandmother, grandfather, grandchild of the employee or of the employee's spouse, the spouse, significant other/domestic partner, son-in-law, daughter-in-law of the employee or any person living in the immediate household. Persons other than relatives as noted herein, who may have been reared by or with the employee shall be considered as relatives for bereavement purposes. Under special circumstances, persons other than those noted in this section may be considered as immediate family. Faculty may be granted bereavement leave for these other persons upon approval of the appropriate college administrator.
- c. An extension of bereavement leave may be requested under the Personal Necessity Leave section.
- d. Upon return to duty, an absence report identifying the deceased shall be filed with the appropriate administrative office.
- e. At the District's request the unit member shall provide the District with verification or proof of the death of the deceased and the decedent's relationship to the unit member.

12.5 PERSONAL NECESSITY LEAVE

- a. A member of the bargaining unit may elect the use of six days of accumulated sick leave credit in a school year for any of the following purposes:
 - (1) the death or serious illness of a member of the employee's immediate family when additional leave is required beyond that provided by the Bereavement Leave section;
 - (2) an accident involving the member's person or property, or the person or property of the member's immediate family;
 - (3) an appearance in court as a litigant,
 - (4) an imminent danger to the home or property of the member occasioned by an occurrence such as flood, fire, or earthquake , serious in nature, which requires the absence of the member during the working day; and
 - (5) three days of personal necessity leave, as determined by the member of the bargaining unit, not to be used for any organizational or arranged activities.
- b. For the purposes above, "immediate family" shall be as defined under the Bereavement Leave section of this Agreement.
- c. The employee, upon return to duty, shall verify by signed statement within seven days that the leave was for one of the reasons listed above. The statement shall be submitted to the appropriate administrative office.

12.6 JURY DUTY/WITNESS LEAVE

- a. When regularly called for jury duty in the matter provided by law, members of the bargaining unit shall be granted a leave of absence without loss of pay or benefits for the time the employee is required to perform jury duty during the employee's regularly assigned working hours.
- b. Request for jury service leave shall be made by presenting, as soon as possible, the official court summons to jury service to the member's immediate supervisor and to the District payroll office through regular administrative channels.
- c. Reimbursement to the District of any monies earned as a juror, except mileage and parking, shall be made by the member of the bargaining member to the District immediately upon receipt of such monies and fees by the unit member.
- d. The District may require verification of jury duty time prior to, or subsequent to, providing jury duty compensation.
- e. Upon return to duty, an absence report shall be filed with the appropriate office.

12.7 MILITARY LEAVE

Upon written request, members of the bargaining unit shall be granted military leave in accordance with the provisions of the Education Code and the Military and Veteran's Code.

12.8 FAMILY CARE AND MEDICAL LEAVE

- a. Any unit member who has served in the District more than 1,250 hours in the immediate preceding 12-month period, shall be eligible to take unpaid family care and medical leave in accordance with the provisions of Title 29 of the United States

- b. Code, Section 2601, et seq. ("FMLA") and California Government Code Section 12945.2.
- c. Family care and medical leave may be used for the following reasons:
 - (1) The birth of the unit member's child.
 - (2) The placement of a child with the unit member's adoption or foster care of the child.
 - (3) The care of the serious health conditions of the unit member's child, parent or spouse.
 - (4) Because of the unit member's own serious health condition that makes the unit member unable to perform the functions of the position in which the unit member is employed, except for the leave taken for disability on account of pregnancy, childbirth, or related medical conditions.
- c. For the purposes of this provision, "serious health conditions" means an illness, injury, impairment or physical or mental condition that involves either:
 - (1) Inpatient care in a hospital, hospice or residential health care facility; or
 - (2) Continuing treatment or continuing supervision by a health care provider.
- d. For purposes of this provision, "health care provider" has the same meaning as it is prescribed in Government Code Section 12945.2, subdivision (c)(6).
- e. For purposes of this provision, "child" means a biological, adopted or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis who is either:
 - (1) Under eighteen years of age; or
 - (2) An adult dependent child.
- f. For purposes of this provision, "parent" means a biological, foster, or adoptive parent, a stepparent, a legal guardian, or other person who stood in loco parentis to the unit member when the unit member was a child.
- g. A unit member is entitled to family care and medical leave for no more than a total of 12 work weeks within a 12-month period measured forward from the first day of the employee's leave, unless additional leave is granted by the CEO. The entitlement to leave for the birth or placement of a child shall conclude at the end of the 12-month period beginning on the date of such birth or placement.
- h. The determination as to the date on which the family care and medical leave shall begin and the duration of such leave shall be made at the discretion of the CEO when considering the scheduling and replacement problems of the District and the reasonableness of the request.
- i. Except in cases of emergency, a unit member shall give the Human Resources Office reasonable advance notice of his/her intent to take family care and medical leave.

If the event necessitating family care leave is known more than 30 calendar days prior to the unit member's need for leave, the unit member must provide the Human Resources Office with a 30 calendar day advance written notice of the unit member's need for leave.

If the event necessitating family care leave is known less than 30 calendar days prior to the unit member's need for leave, the unit member must provide the Human Resources Office with as much advance notice as reasonably possible; however, under no circumstances, except for cases of medical emergency or unforeseen circumstance, will a request for leave be made less than ten working days in advance of the requested leave. Failure to provide at least 10 working days advance written

notice entitles the District to delay commencement of the leave until 10 working days have passed from the date of the request.

If leave is needed for a planned medical treatment or supervision, the unit member shall make a reasonable effort to schedule the treatment or supervision to avoid disruption of District operations. This scheduling shall be subject to the health care provider's approval.

- j. Family care and medical leave can be taken in multiple periods.

The minimum duration of any family care and medical leave for reason of birth, adoption or foster care placement of a child of the employee, shall be two weeks. However, the District must twice grant a unit member's request for family care leave of at least one day but less than two weeks duration if the unit member complies with all the requirements of the provisions of this Section.

Family care and medical leave for the serious health condition of the employee's child, parent or spouse or of the employee, may be taken intermittently, in one day increments, when medically necessary, as determined by the health care provider of the person with the serious health condition.

- k. During the period of leave taken pursuant to the provisions of this Section, the unit member must concurrently use any accrued vacation leave, other accrued time off, or any other available paid leave. If the unit member takes a leave because of his/her own serious health condition, the unit member must concurrently use any accrued sick leave during the period of the leave. However, a unit member shall not use sick leave in connection with a birth, adoption or foster care, or to care for a child, parent or spouse with a serious health condition, unless mutually agreed to by the District and the unit member.
- l. The District shall maintain the unit member's health and welfare programs, for the duration of the family care and medical leave, not to exceed a cumulative maximum of 12 workweeks in a 12-month period.
- m. The unit member shall retain his/her employee status with the District during the leave period, and the leave shall not constitute a break in service for purposes of longevity, seniority, or any unit member benefit plan.
- n. A unit member's request for family care and medical leave due to the birth of a child shall be supported by either a statement from a physician certifying the pregnancy or a birth certificate.
- o. A unit member's request for leave to care for a child, spouse or parent who has a serious health condition shall be supported by a certification from the health care provider of the individual requiring care. This certification shall include:
 - (1) The date on which the serious health condition commenced.
 - (2) The probable duration of the condition.
 - (3) An estimate of the amount of time that the health care provider believes the unit member needs to care for the individual requiring the care.
 - (4) A statement that the serious health condition warrants the participation of the unit member to provide care during a period of the treatment or supervision of the individual requiring care.
- p. A unit member's request for family care and medical leave, because of the unit member's own serious health condition, must be supported by a certification issued by his/her health care provider. That certification shall be sufficient if it includes all of the following:

The date on which the serious health condition commenced.

(1) The probable duration of the condition.

(2) A statement that, due to the serious health condition, the unit member is unable to perform the function of his or her position.

- q. Upon expiration of the time estimated by the health care provider in paragraph o, subparagraph 2, and paragraph p, subparagraph 2, if additional leave is required, the District may require the unit member to obtain re-certification in accordance with the same procedures provided in paragraphs o and p.
- r. In any case in which the District doubts the validity of the certification provided pursuant to paragraphs o and p, the District may require, at the District's expense, that the unit member obtain the opinion of a second health care provider, designated or approved by the District, concerning any information certified under paragraphs o and p.

The health care provider designated by the District shall not be employed on a regular basis by the District.

If the second opinion differs from the opinion in the original certification, the District may require, at the District's expense, that the unit member obtain the opinion of a third health care provider, designated or approved jointly by the District and the unit member. The opinion of the third health care provider shall be final and binding on the District and unit member.

- s. As a condition of a unit member's return from family care and medical leave because of the unit member's own serious health condition, the unit member must obtain certification from his/her health care provider that the unit member is able to resume work without restriction.
- t. If both parents are employed by the District, the District shall not be required to grant leave in connection with the birth, adoption, or foster care of a child or serious health condition of a child that would allow the parents family care and medical leave totaling more than a cumulative total of 12 workweeks in a 12-month period.
- u. Leave taken by a unit member pursuant to this Section shall run concurrently with any accrued vacation leave, sick leave, other accrued time off, or any other available paid leave taken as provided in paragraph k, and shall run concurrently with leave taken pursuant to the FMLA or California Government Code Section 12945.2 and under no circumstance shall entitle a unit member to an aggregate amount of leave in excess of 12 workweeks in a 12-month period.

12.9 OTHER LEAVES OF ABSENCE

- a. A member of the bargaining unit may be granted a leave of absence with or without pay by the Board of Trustees upon the recommendation of the CEO for a period not to exceed one year when such action is in the best interest of the District. Such leaves of absence will terminate at the end of the fiscal year, June 30, but may be extended or renewed.
- b. Leaves under this section may be granted for the purposes of, but are not limited to, service in the Peace Corps, VISTA, Red Cross, and service in an elected or appointed position in local, state or national government.

- c. The District may refuse to grant a leave, even though all requirements have been satisfied, only for the reasons contained in Title II, Division 4, sub-chapter 12, section 7297.1 (c) (2) (B).
- d. The District shall continue to participate in an Employee Assistance Program for the length of the Agreement.

ARTICLE XIII: RETIREMENT OPTIONS

The Compton Community College Board of Trustees may at its discretion grant one of the following retirement incentive plans to eligible faculty. The unit member must elect and may participate in only one of the three following retirement plans:

13.1 REDUCED LOAD

In accordance with the limitations set forth in Education Code Section 87483, on the approval of the Board of Trustees, faculty members shall be granted the option of reduced load under the following rules:

- a. the faculty member must have reached the age of 55 prior to reduction in workload;
- b. the faculty member must have been employed full-time in a position that requires meeting minimum qualifications and District competency standards for at least 10 years, of which the immediately preceding five years were full-time employment, without a break in service. If a faculty member was on a board-approved paid leave at any time during the immediately preceding five years, such leave of absence will be counted as full-time employment, however, time spent on a sabbatical or other approved leave of absence shall not be used in computing the five-year full-time service requirement required under this subsection;
- c. the faculty member shall be paid a salary which is the pro-rata share of the salary he/she would be earning had he/she not elected to exercise the option of part-time employment but shall retain all other rights and benefits for which he/she makes the payments that would be required if he/she remained in full-time employment in accordance with .Education Code Section 87483(e);
- d. other non-monetary leave of absence benefits shall be reduced on a pro-rata basis in proportion to the amount of reduced load;
- e. the minimum part-time employment shall be the equivalent of one-half of the number of days of service required by the employee's contract of employment during his/her final year of service in a full-time position 87483(f) and;
- f. contributions to the State Teachers Retirement System (STRS) shall continue at the full salary amount unless state statute or rule or regulation of the STRS provide otherwise.

13.2 HOURLY EMPLOYMENT

Upon the approval of the Board of Trustees prior to the beginning of each academic year in which such employment is to occur, a faculty member may be granted the option of contract hourly employment after retirement under the following rules:

- a. The District may employ eligible full-time faculty members as contract hourly instructors and/or consultants during each year following retirement, to a maximum

- of five years (each year of employment must be approved by the Board prior to the beginning of the academic year) or age 70, whichever occurs first;
- b. applicants for the early retirement program shall have served a minimum of 10 consecutive years of contract service with the District and be between the ages of 55 and 65;
 - c. the employee shall be eligible to receive the maximum salary compensation allowable to those currently receiving STRS benefits. These rates will increase by the same percentage as any lawful increase in the maximum salary compensation allowable;
 - d. the hourly rate for faculty members employed as consultants shall be the appropriate rate on the Hourly/Overload Salary Schedule. Nevertheless, the actual amount of compensation paid such faculty members shall not exceed the amount allowed by the Education Code and law. The maximum number of hours for the consulting assignment is computed by dividing the maximum salary compensation allowable by STRS by the hourly rate.
 - e. the District shall continue to pay the same dollar amount for fringe benefit programs accorded to contract and regular full-time employees. The employee shall be required, however, to file for any other state or federal government-sponsored health program for which he/she may be eligible as an offset to the District obligation for the health benefit;
 - f. at the request of the employee, a leave of absence from this program may be granted by the Board of Trustees.

ARTICLE XIV: GRIEVANCE PROCEDURE

14.1 DEFINITIONS

- a. A grievance is a formal written allegation by a unit member or members of the Federation that the District has violated, misapplied, or misinterpreted a specific provision of the Agreement, and that as a consequence, the unit member(s) or Federation has been adversely affected. Every grievance shall contain a clear and concise statement of the claimed acts or omissions which gave rise to the grievance, the Article(s) or provision(s) of the Agreement which is claimed to have been violated, misapplied, or misinterpreted, and a statement of the remedy sought. In addition to the foregoing, a grievance includes a decision to nonreelect a unit member as provided in Education Code Sections 87610 and 87610.1, or the denial by the District of a request to grant a unit member an additional Compton Community College District faculty service area ("FSA").
- b. An aggrieved person or grievant is the unit member(s) who claims that he/she has been adversely affected by a violation, misapplication, or misinterpretation of the Agreement, issued a notice of nonreelection, or denied an additional FSA.
- c. The Federation, representing itself, may only grieve an alleged violation, misapplication or misinterpretation of the Federation Rights Article of the Agreement.
- d. The academic year is the period commencing with the first day of classes for the Fall semester and ending on the last day of the Spring semester.
- e. A day, for the purposes of this Article, is any weekday on which the offices of the Chief Executive Officer of the Compton Community College District are open for business.

14.2 GRIEVANCE FORM

Applicable grievance forms shall be prepared and mutually agreed upon by the District and the Federation within 15 days of ratification of this Agreement. The form shall be printed by the District and provided to the Federation.

14.3 FILING OF THE GRIEVANCE

A grievance may be filed by;

- a. a unit member or members;
- b. an authorized representative of the unit member, if the unit member so requests in writing; or
- c. an authorized Federation representative in the name of the Federation, as specified in this Article.

14.4 RIGHT TO REPRESENTATION

- a. The unit member shall have the right to have a representative present at each step of the grievance procedure.
- b. No unit member, at any stage of the grievance procedure, shall be required to meet with any administrator concerning any aspect of the filed grievance without a Federation representative, if a written request for representation has been filed by the grievant.

14.5 PROCESSING OF GRIEVANCE

- a. It is mutually agreed that grievances should be processed as rapidly as possible. The number of days indicated at each procedural level shall be considered maximums. The limits specified may be altered by the mutual written consent of the grievant and the appropriate District-designated administrator, and the Federation shall be notified of such alteration. Failure by the District to respond to a grievance within the timelines specified herein shall result in the grievance moving to the next level.
- b. If a grievance is not initiated or pursued by the grievant in accordance with the time limits set forth in the grievance steps of this Article, the grievance is deemed resolved on the basis of the last decision rendered by the District.
- c. A grievant shall have the right to represent himself/herself. If the grievant chooses not to be represented by the Federation, the Federation shall be informed of the decision and shall have the right to present its views to the District in writing.
- d. Any record(s) pertaining to a grievance shall be kept in a file separate from the grievant's official District personnel file.
- e. Grievances of a similar or like nature may be joined as a single grievance by mutual agreement of the District and the Federation.
- f. The terms "District-designated administrator," and "CEO" shall also mean their designees. The term "Board of Trustees" shall mean the Special Trustee or his or her designees.
- g. The grievant and the appropriate District-designated administrator are encouraged to meet informally prior to the filing of a formal grievance for the purpose of resolving the alleged grievance.

14.6 GRIEVANCE PROCEDURE

a. Step 1

- (1) Within 20 days after the grievant knew, or could reasonably be expected to have known, of the events or conditions upon which the alleged grievance is based, the grievant or Federation as prescribed by this Article shall submit a written grievance to the appropriate District-designated administrator. A grievance which is not filed in writing by the grievant or Federation within the 20-day time limit cannot be processed.
- (2) The written grievance shall cite the provision(s) of this Agreement that are alleged to have been violated, misapplied, or misinterpreted, and written grievance shall describe in clear and concise language the acts or omissions giving rise to the grievance, the circumstances involved, and the specific remedy sought. If the grievance relates to a decision to nonreelect a first or second contract faculty member as described in Education Code Section 87610.1(b), the grievance shall describe in clear and concise language the violation(s) of the evaluation article that form the basis of the grievance. If the grievance relates to a decision to deny tenure to a contract faculty member serving under his or her third contract, the contract faculty member shall describe in clear and concise language the basis for his or her assertion that the denial of tenure was unreasonable. If a unit member is alleging the improper denial of an additional FSA by the Compton Community College District, then he or she shall describe in clear and concise language the basis for his or her assertion that the denial of the FSA was improper.
- (3) Within ten working days after receipt of the grievance form, the District-designated administrator shall meet informally with the grievant and the Federation representative, if requested by the grievant, and within ten days following the meeting shall provide a written decision to the grievant and the Federation stating the outcome of the informal meeting, the proposed resolution of the grievance, or the reasons for not resolving the grievance.

b. Step 2

- (1) If the grievance is not resolved at Step 1, the Grievant may appeal in writing the decision at Step 1 to the District's CEO or his or her designee. The appeal shall be made within ten days of the date of the decision at Step 1, and include a copy of the original grievance, the decision rendered at Step 1, and the reasons for the appeal.
- (2) The CEO or his or her designee shall meet with the grievant and his or her representative within ten days of receipt of the Step 2 appeal. Following the meeting, the CEO may request additional information or argument from either the grievant and/or his or her representative, as well as from the District designated administrator. Upon receiving the additional information or argument, the CEO shall inform the parties that he or she has taken the matter under submission. The CEO or his or her designee shall prepare a written decision which shall be forwarded to the grievant and the association within ten days of taking the matter under submission.

c. Step 3: Special Trustee

- (1) The grievant may appeal the decision of the CEO to the Special Trustee This appeal shall be made within ten workdays of the receipt of that decision.

The appeal shall include a copy of the original grievance, all decisions previously rendered including the reasons therefore, the reasons for the appeal, and the specific remedy sought.

- (2) Within 10 days of receipt of the appeal the Special Trustee shall determine whether to hear the appeal, or delegate the hearing to a hearing officer. If the Special Trustee determines to conduct the hearing himself or herself, he or she shall hold the hearing on the grievance in a closed session within 30 days of receipt of the appeal. In the alternative, the Special Trustee may delegate the hearing function to a hearing officer who shall prepare a proposed decision. The grievant shall have the opportunity to present his appeal at the hearing. The District shall retain the right to support its decision at this session. A hearing before a hearing officer will be set at the earliest date available on the hearing officer's calendar. The District shall provide 15 days notice of a hearing before a hearing officer.
- (3) The hearing need not be conducted according to technical rules relating to evidence and witnesses, except as provided herein. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of the evidence over objection in civil actions. However, oral evidence shall be taken only on oath or affirmation.
- (4) Hearsay evidence may be used for the purpose of supplementing or explaining other evidence but over timely objection shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. An objection is timely if made before submission of the case.
- (5) Ten days in advance of the hearing before either the Special Trustee or the hearing officer both the grievant and/or the Federation, and the District shall exchange a list of witnesses and a list of exhibits that the party intends to introduce in its case-in-chief. Failure to identify a witness or an exhibit may result in its exclusion at the hearing in the discretion of the Special Trustee or hearing officer.
- (6) Each party shall have these rights at the hearing: to call and examine witnesses, to introduce exhibits; to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination; to impeach any witness regardless of which party first called him or her to testify; and to rebut the evidence against him or her. If the grievant does not testify in his or her own behalf he or she may be called and examined as if under cross-examination.
- (7) The Special Trustee shall render a written decision on the grievance, stating the reasons therefore within 15 working days of the closing of the hearing record, or within 15 working days of receiving the proposed decision of the hearing officer. The Special Trustee may adopt the hearing officer's proposed decision, modify it after reviewing the record, or reject the proposed decision and prepare his or her own decision. The Special Trustee may also refer the matter back to the hearing officer with instruction for the taking of additional evidence. A copy of this decision shall be given to the grievant and to the Federation.
- (8) The decision of the Special Trustee shall be final and binding on all parties.

- (9) Grievances arising from alleged violations, misapplication, or misinterpretations of the Non-Discrimination Article of this Agreement shall not be subject to the grievance procedures of this Article. Such allegations shall be subject to the purview of the EEOC or such State and federal agencies as prescribed by law.

14.7 FSA GRIEVANCE PROCEDURE

If an individual is denied an additional FSA, the person may request a hearing to challenge the denial as provided for in Education Code Section 87743.3: “any dispute arising from an allegation that a faculty member has been improperly denied an FSA shall be classified and procedurally addressed as a grievance.”

An FSA is not deemed denied until the applicant has exhausted both the equivalency and competency procedures as set forth in the El Camino Community College District’s AB 1725 Minimum Qualifications Guidelines. Only when these procedures have been exhausted and the Human Resources Office has notified the applicant of denial of the FSA may the grievance process be initiated.

ARTICLE XV: WORKLOAD

15.1 STANDARD WORK YEAR

The standard work year for full-time contract, regular faculty members, and non-teaching faculty shall be as it appears in the academic work calendar, subject to the approval of the Special Trustee.

15.2 STANDARD WORK WEEK

- a. During the course of a standard work week, each full-time contract or regular teacher or faculty member shall be on campus or on institutional business a minimum of 33.75 hours per week. Each full-time contract or regular faculty member shall have a minimum of one office hour per unit member’s instructional day for a minimum of five office hours per week. Full-time faculty members will be required to fulfill 10 hours per week with professional obligations required under Section 15.6a of the Agreement.

After consultation with the Division Chairs, the District shall schedule classes at its discretion. Faculty members may select their course assignments in consultation with Division Chairs subject to approval of the Dean.

- b. Non-teaching Counseling faculty shall be required to have a workweek of 33.75 hours. 31.25 hours of Non-Teaching Counseling faculty hours shall be considered scheduled hours which include, but are not limited to, student appointments, Human Development courses, matriculation workshops, classroom presentations, division meetings, recruitment, and professional development activities that are approved by the Dean of the area.
- 1) 2.5 hours of Non-Teaching Counseling faculty hours shall be considered Counseling Preparation Time.
 - 2) Each non-teaching counseling faculty member shall be provided with 30 minutes preparation time prior to the first student appointment of the day, except during official registration periods. Counseling preparation time may include, but is not limited to, counseling, student, and faculty follow-

up activities.

- 3) Any counselor teaching a course as part of load shall be given preparation time equivalent to that of any other teaching faculty member.

The District and the Federation shall establish procedures and reporting requirements to assure unit member compliance with this Article of the Agreement.

15.3 CLASS SIZE

- a. For the purpose of this section, "restricted classes" shall be defined as language classes, English 1A, 1B, and 1C, basic skills-building classes, laboratory classes, and classes conducted in classrooms with capacities of fewer than 30 students. Writing Workshop classes shall be limited to a maximum of 12 students in each section. "Non-restricted" classes for the purpose of this section shall be defined as all other classes. Additional students may be enrolled in a restricted class only with written consent of the instructor. The maximum class size for restricted classes shall be 30 students, unless there are fewer than 30 work stations available in a classroom; in such cases, the maximum class size shall be determined by the number of work stations available. The maximum class size for non-restricted classes shall be 67 students.
- b. Work Experience faculty workload shall be distributed as follows:
 - 1 lecture hour credit for 1-10 students/class
 - 2 lecture hours credit for 11-20 students/class
 - 3 lecture hours credit for 21 or more students/class
- d. Full-time contract and regular instructors' classes not cancelled prior to the first day of a semester shall remain open for enrollment until the fourth day following the first meeting of a semester, until the second class meeting of evening classes, or until the third day following the first class meeting of summer school. In reaching a decision regarding the cancellation of a class, the District should consider whether the course is required for a major, to complete a sequence, or to complete graduation or transfer requirements. Should the District determine to cancel a class, the District may assign the affected faculty members to a special assignment.
- e. Maximum class size may be increased by the District-designated administrator in the best interest of the educational program and with the written consent of the instructor involved. Instructors having classes which have not reached maximum class size limits shall accept students whose classes have been cancelled for enrollment through the second week of instruction. It shall be the goal of each department to maintain at least 30 students per class.
- f. Minimum class size for restricted classes, except for writing workshops, shall be 18 students and minimum class size for unrestricted classes shall be 27 students, except when the Dean of Academic Affairs after consultation with the instructor and the appropriate division chair, determines, for academic consideration or because only one section of a core course is offered during the day or evening, that a lower number is in the best interest of the educational program.
- g. The parties recognize the District's responsibility to offer, periodically, experimental courses, as well as courses necessary for students to complete majors and sequences, and shall meet these responsibilities on an as-needed basis. It is understood that classes in such courses would be offered with fewer than the minimum required.

Class sizes shall be limited in accordance with the terms and conditions of this Agreement, District policies, and health, safety, and fire regulations.

15.4 SCHEDULING: FULL-TIME, OVERLOAD AND SUMMER SESSIONS

- a. All full-time contract or regular instructors shall have their full-time contract load schedules set before part-time instructors are employed. After all full-time contract load schedules have been set, full time contract or regular instructors may be assigned an overload assignment of one course not to exceed six hours by the Division Chair subject to the approval of the administrator to whom the Chair reports, taking into account the administrator's evaluation of WSCH. Thereafter, remaining courses may be assigned to faculty at the District's discretion. Additional hours may be authorized by the administrator to whom the Division Chair of the area reports. Where there is only one faculty member teaching in a discipline, the District shall have the discretion, after consultation with the Division Chair, to make all overload assignments to less senior faculty members or part-time faculty members rather than to the regular faculty member. This discretionary action shall not preclude the faculty member from having an overload assignment. The District retains the discretion to not re-employ a temporary employee as provided in Education Code Sections 87665 and 87742.
- b. The part-time faculty shall be scheduled after all full-time load schedules have been set; the District may employ a part-time faculty member up to 67% of a full-time load assignment.
- c. A faculty member who wishes to teach in an area other than his primary FSA may be assigned classes at the discretion of the District.
- d. Non-teaching faculty teaching an overload shall be assigned to classes on the basis of discipline seniority unless otherwise determined by the District-designated administrator.
- e. It is the unit member's responsibility to ensure that overload classes have the necessary enrollment. If an instructor's overload class is cancelled due to low enrollment, the full-time instructor cannot bump a part-time instructor to maintain an overload assignment
- f. The District may assign a faculty member to special assignment in lieu of a regular assignment as set forth in Article 9.2c. In the event that a faculty member's classes are cancelled and a full load is not met, the District may assign the faculty member to a special assignment or to load balancing. Special assignments may include, but are not limited to:
 - (1) Curriculum development
 - (2) Program review
 - (3) Marketing/recruitment
 - (4) Off-site supervision
 - (5) Fund development
 - (6) Tutoring
 - (7) Working with Articulation Office.

15.5 SUMMER SESSIONS, EXTRA PAY TEACHING ASSIGNMENTS

- a. Each academic year, prior to January 30, the District-designated administrator shall prepare and submit to the Division Chairs and the instructional areas a tentative list of courses to be taught during the following summer session. Faculty members who desire to teach during the summer session shall, prior to February 28, submit their request for summer session teaching assignments in writing to the appropriate division chair. Full time contract and regular instructors shall be given first choice to select summer school teaching assignments not to exceed six hours unless prior approval for additional hours has been given by the District-designated administrator

after consultation with the Division Chair. For each of the remaining courses, first consideration shall be given to the instructors with the most teaching experience for that course within the past three years in which the course was offered at Compton Community Educational Center. The District retains the discretion to not re-employ a temporary employee as provided in Education Code Sections 87665 and 87742.

- b. Non-teaching faculty teaching summer sessions shall be assigned to classes on the basis of discipline seniority.

15.6 LOAD BALANCING

If a full-time contract or regular instructor is assigned a load greater or less than that considered a full load for a given semester because of special needs of the District, the instructor's load will be adjusted during subsequent semesters so that over a four-semester period (two semesters in the case of a first-year teacher,) the average load will be 15 lecture hours or the equivalent per semester. The load will be calculated by the percentage method as stated in the formula:

Lecture	Lecture/lab	Laboratory
C	B	A

Lecture	Lecture/lab	Laboratory
15	18	20

The course designations of A, B, and C used in the formula immediately above are those currently in use at the Center, and the designation for these courses shall remain operative for the duration of the Agreement.

PROFESSIONAL OBLIGATIONS

- a. It is mutually understood that the total workload of all contract and regular instructors shall include these professional obligations:
 - (1) classroom instruction
 - (2) preparation time
 - (3) office hours
 - (4) committee assignments
 - (5) student club sponsorship
 - (6) student program planning and approval
 - (7) evaluation committees
 - (8) program review
 - (9) faculty advisement during registration
 - (10) recruitment
- b. Non-teaching faculty professional obligations shall include the following:
 - (1) committee assignments
 - (2) student club sponsorship,
 - (3) student program planning and approval evaluation committees
 - (4) evaluation committees

- c. The salary warrant of any unit member may be withheld at the discretion of the CEO for a unit member's failure to submit in a timely manner attendance and accounting documents, grades and grade rosters. The warrant shall be released upon submission of the required document to the CEO.

15.7 PREPARATIONS

- a. Unless otherwise required by the appropriate administrator, no more than three different preparations per semester may be required of any instructor. Each division shall establish and/or maintain its established class selection policy, subject to approval by the appropriate administrator. Any changes in a full-time instructor's instructional program shall not occur until after consultation with the full-time instructor.
- b. Prior consultation shall consist of the Division Chairs informing the full-time instructor of the proposed schedule change and the reasons for the change, and discussing the alternatives with the full-time instructor. The decision from this consultation shall be reached within three working days.
- c. Tentative class assignments should be presented in writing to part-time instructors one calendar month before the beginning of the term to which the instructor is assigned. All part-time assignments are tentative and subject to change or cancellation, due to the changes in course offerings, the need to complete the load of full-time instructors, or to low enrollment.
- d. "Bumping" of a part-time instructor by a full-time faculty member shall not remove a part-time instructor from the eligibility list and shall not affect the accumulated sick leave of the part-time instructor.

ARTICLE XVI CALENDAR

- 16.1** Full-time contract or regular faculty members shall serve a maximum of 175 instructional days, plus two non-instructional days for each academic year of this Agreement. The two non-instructional days shall be orientation and commencement. There will also be one non-teaching day during which no instruction or District/faculty activities shall be scheduled.
- 16.2** If an unforeseen natural disaster or emergency occurs which results in school not being held, faculty members shall make up the lost number of instructional days to meet the 175-day calendar at no additional remuneration. If such missed days are forgiven by the County and/or state governments, faculty members are not required to provide any additional days without remuneration.
- 16.3** Instructional calendars shall be negotiated, and such negotiations shall take place no later than 30 calendar days before submission to the Board of Trustees.
- 16.4** Each full-time faculty member is responsible for 24 hours of professional development each year. A total of 12 hours shall be identified for Flex (faculty development) in the academic calendar of which two (2) days shall be offered at the beginning of fall term and two (2) days shall be offered at the beginning of spring term.
 - a. Each full-time faculty shall be required to attend three (3) hours of scheduled morning campus Flex activity each semester at both the El Camino and at the Compton Center. Failure to comply shall result in the unit member's salary being docked the number of hours out of compliance with this section. Any request for excuse shall be submitted at least three (3) working days in advance except in the case of illness or unanticipated emergency. This shall apply only to mandatory Flex activities. Part-time faculty attendance and participation in Flex day activities are

- voluntary.
- b. Faculty members attending the three-hour afternoon sessions for division meeting and division activities shall receive three (3) hours of Flex credit.
 - c. All District-approved workshops and faculty development programs given during Flex days shall constitute appropriate Flex credit.
 - d. Faculty members shall receive Flex credit during the academic year for participation in District-approved workshops and for attendance at District-approved conferences.
 - e. As a matter of professionalism, all full time faculty members are expected to complete the required 24 hours and submit any Flex credit receipts acquired during the semester to the office of Academic Affairs.

ARTICLE XVII: HOLIDAYS

- 17.1** Holidays for members of the bargaining unit shall be as they appear in the Instructional Calendar.
- 17.2** Any day declared by the President of the United States as a public fast, thanksgiving, or holiday, or any day declared a school holiday by the governor of the state or the Governing Board of the District under state law, shall be a holiday for all members of the bargaining unit. The Center shall remain in session on all special or limited holidays appointed by the President or the governor of the state.
- 17.3** When a holiday falls on a Sunday, the workday immediately following shall be deemed to be a holiday in lieu of the day observed. When a holiday falls on a Saturday, the workday immediately preceding shall be deemed to be the holiday in lieu of the day observed.
- 17.4** Should a holiday, or any other day designated by the Governing Board of the District as a public holiday, occur while an employee is absent from work because of sick leave or any other paid leave of absence, the holiday shall be considered as time worked and shall not be deducted from the employee's other paid leaves of absence.

ARTICLE XVIII: COMPENSATION

18.1 FULL-TIME SALARY

Increase the full-time faculty schedule by 5.92%, effective July 1, 2006.
(See appendices D & E).

18.2 YEARLY STIPENDS: 2009-2010

- Band Director \$1500
- Forensics Coach \$1500
- Drama Coach \$1500
- Choir Director \$1500
- Football \$8000 (\$2500 Out of Season*)
- Men's Basketball \$5000 (\$1250 Out of Season*)
- Women's Basketball \$5000 (\$1250 Out of Season*)
- Baseball \$5000 (\$1250 Out of Season*)
- Men's Soccer \$5000 (\$1250 Out of Season*)
- Women's Soccer \$5000 (\$1250 Out of Season*)
- Badminton \$5000 (\$1250 Out of Season*)
- Track & Field \$5000 (\$1250 Out of Season*)
- Cross Country \$5000 (\$1250 Out of Season*)

* Out of Season stipend is for new student recruitment and matriculation.

- Because the boards governing Registered and Licensed Vocational Nursing programs require significant additions to the standard work year, nursing faculty shall receive a pro-rata stipend of their regular salary for the additional weeks required for their programs. Full-time nurses shall receive an annual \$5,000 stipend to help defray the costs of their uniforms, malpractice insurance, travel to hospital sites and license renewal.

18.3 PAY WARRANT ERRORS

Any error resulting in less than full pay for a unit member shall be corrected and a supplemental warrant shall be issued within 10 workdays after receipt of necessary documentation in the Business Office.

Any deduction from a unit member's pay warrant made necessary as a result of an overpayment shall be made as follows: the District shall notify the unit member 10 workdays prior to making such deduction of the intent to make the deduction and the basis for making the deduction. The unit member shall have five workdays to provide proof that no overpayment was made.

18.4 SALARY SCHEDULES

Salary placement of faculty on full and part-time/overload salary schedules will be processed by the Office of Human Resources (see Appendix D & E)

18.5 PART-TIME/OVERLOAD SALARY SCHEDULE

- a. Part-Time/Overload Work Experience:
 - i. \$75 monthly flat fee per class, plus
 - ii. \$5.00 per student per month

NOTE: REFER TO APPENDIX E

18.6 SALARY REGULATIONS

- a. Beginning in the 2006-2007 fiscal year, the maximum initial salary placement for District full-time faculty shall be Step 11 of the new salary schedule. Placement on steps 12 and 13 shall be based on verified teaching experience.
- b. Rules pertaining to class and step placement on the Academic Faculty Salary Schedule:
 - (1) To count towards class placement, a unit member's educational degree must be directly related to the discipline in which the faculty member is assigned to teach. However, a faculty member's additional semester units may count towards class placement, even if they are not directly related to the discipline in which the faculty member is assigned to teach, provided that at least two thirds of the unit member's additional semester units are directly related to the discipline in which the faculty member is assigned to teach.
 - (2) To receive credit for salary schedule class placement for a given academic year, unit members must provide the District with all required information and documentation in a manner acceptable to the District. By no later than July 1, an unofficial transcript must be submitted, and by August 15, the official transcript must be submitted. Otherwise, the increase will be delayed until the following semester.
 - (3) To count towards salary schedule placement, degrees, semester units and teaching experience must be from a duly accredited college or university. In California, an accredited institution means an institution accredited by the Western Association of Schools and Colleges ("WASC"). For degrees, semester units, and teaching experience outside of California, an accredited institution means an institution accredited by an association which is accepted in the California academic community as reasonably equivalent to WASC.
 - (4) The District shall have the discretion to accept units for the salary increase based on criteria in 1, 2 and 3.
 - (5) The District's determination of whether the units and the degree are directly related is final and binding based on criteria in 1, 2, and 3.
 - (6) All courses must be upper division to count, unless prior approval is obtained.
- c. The following rules shall apply to determine whether teaching experience counts towards salary schedule placement:
 - (1) One year of experience shall be granted for each year of teaching experience which meets one of the following criteria:

- (a) The experience was full-time teaching experience for a period of at least 75% of the days the institution was in regular session.
- (b) The experience was on a part-time or hourly basis, in which case one year of teaching experience shall be granted for each 30 semester units of college-level teaching or 1,080 hours of college level academic non-teaching work performed or f(4) below.
- (c) No more than one year of experience shall be granted for assignments which occur in a single college year.
- (2) Summer sessions, continuing education, adult education, military and practice teaching, regardless of the nature or amount, will not be counted as teaching experience for purposes of placement on the salary schedule.
- (3) Verification of prior employment must be submitted to the Office of Human Resources no later than ten (10) days after the commencement of service.
- e. Vocational areas: refer to “Minimum Qualifications for Faculty and Administrators Handbook” published by the California Community Colleges Chancellor’s Office.
- f. The following regulations apply to placement on the Academic and Vocational Faculty Salary Schedules:
 - (1) Schedule placement shall be made once per year. Placement on appropriate schedule shall be determined by a majority of the teaching assignment.
 - (2) Units or degrees must be verified by an official transcript.
 - (3) August 15 is the deadline for acceptance of official transcripts and qualifications for movement on the salary schedule.
 - (4) Full time teachers with previous part-time teaching experience shall be placed on the salary schedule in accordance with their STRS credit, PERS credit, or credit from an equivalent pension system in another state, with a maximum placement on Step 12. Non-teaching STRS, PERS, or equivalent credit will not be considered for placement.

CERTIFICATED SALARY

The following information is to be printed on the back of the Academic Faculty Salary Schedule.

The following regulations apply to the “Academic Faculty Salary Schedule”:

Academic Placement

Class I	Bachelor's Degree
Class II	Master's Degree
Class III	Master's Degree with a total of 48 units above the Bachelor's Degree
Class IV	Master's Degree with a total of 66 units above the Bachelor's Degree
Class V	Master's Degree with a total of 84 units above the Bachelor's Degree
Class VI	Master's Degree with a total of 102 units above the Bachelor's Degree or earned Doctorate.

- a. Initial placement at Step 11 at the appropriate column. Maximum initial placement at Step 13. Steps 12 and 13 are based on actual years of full time teaching.
- b. At the District’s discretion, eminence related to the teaching assignment may be granted for salary placement up to the maximum placement level allowed by this Agreement.
- c. Step advancements are awarded only after service for a complete academic year, i.e., service for the entire period between August 1 and the end of the academic year.

- d. Salary credit shall not be granted for units or degrees unless they are earned at a college or university accredited by any of the six nationally recognized accreditation commissions.
- e. Class advancements are limited to one per year.
- f. Units beyond the BA/S shall not count for salary schedule placement credit until the MA is attained.

The following regulations apply to the Vocational Faculty Salary Schedule

Vocational Placement

MQ	Minimum Qualifications
Class I	AA + 6 years work experience in the area being taught or BA/S + 2 years work experience in the area being taught
Class II =	MQ + 30 units
Class III =	MQ + 45 units
Class IV =	MQ + 60 units
Class V =	MQ + 75 units
Class VI =	MQ + 90 units

- a. Initial placement at Step 11 at the appropriate column. Maximum initial placement at Step 13. Steps 12 and 13 are based upon actual years of full time teaching or work experience.
- b. Step advancement is awarded only after service for a complete academic year, i.e., service for the entire period between August 1 and the end of the academic year.
- c. Salary credit shall not be granted for units or degrees unless they are earned at a college or university accredited by any of the six nationally recognized accreditation commissions, and in the case of Real Estate, accredited by the State Department of Education. For other vocational areas requiring licenses or certification by the appropriate agency, salary credit will be granted upon verification of current certification.
- d. At the District's discretion, experience related to the teaching assignment may be granted for salary placement up to the maximum placement level allowed by this Agreement.
- e. Class advancements are limited to one per year.

18.7 DISTRICT HEALTH & WELFARE COVERAGE AND PAYMENT

- a. For the 2006-2007 insurance year, the District shall increase the annual health benefit contribution up to \$10,000 for full-time eligible unit members for District medical, dental, and vision insurance. Beginning the 2007-2008 insurance year, in the event a unit member selects less than a full benefit package (medical, dental, and vision), or waives the health benefit package, the difference shall be applied by the District towards a tax shelter annuity or similar use, the total amount of which shall not exceed \$7,000. Any excess costs in each contract year shall be paid by the unit member.

- (1) No unit member shall be entitled to utilize any portion of the District contribution for tax-sheltered annuities or for any purpose during each contract year other than

for payment for health insurance coverage, unless the unit member first provides proof of coverage equal to the coverage available through the District. Such coverage shall remain in force and shall include the effective dates of such coverage and the nature and extent of coverage. The unit member shall immediately notify the District if the health insurance coverage is cancelled or lapses.

- (2) The District shall have the right to substitute health care providers or insurance during the term of Agreement, provided that such coverage is substantially similar to the current provider's coverage. Such changes shall occur prior to the sign-up periods. The Health and Welfare Committee shall make recommendations to the District shall give serious consideration to these recommendations from the Health & Welfare Committee prior to making a decision to change existing coverage. The District shall notify the members of the Health & Welfare Committee and the Federation 90 days prior to making a change in health care providers.
- (3) The District shall offer to each full-time member the opportunity to participate in any or all of the following health and welfare programs as recommended by the Insurance Committee:
 - (a) Group medical insurance
 - (b) Income protection plan
 - (c) Group life insurance
 - (d) Dental insurance
 - (e) Group accident insurance
 - (f) Group vision care
 - (g) Tax sheltered annuities
 - (h) IRC Section 125 Flexible Benefits Plan
- (4) The District shall provide an IRC Section 125 Flexible Benefits Plan for all employees of the District and shall ensure that all payments into the plan are made prior to taxes and are made within the required time limits of the plan. The District shall remit all faculty authorized payments to the administrator of the plan.
- (5) The District shall provide a long-term disability plan for full-time faculty in lieu of a sick leave bank.
- (6) The District shall provide to each full time tenured faculty member a \$50,000 term life insurance policy, with premiums to be paid by the District. Any faculty member who retires from the District during the term of this contract with 20 or more years of service to the District may elect to continue this policy in effect by paying premiums to the insurance company at the same rate as the District pays for continuing employees.

Any tax liability resulting from the issuance or maintenance of this policy to a qualified employee shall be the responsibility of that employee and the union shall hold the District harmless in this manner.

The policy shall take effect on each fiscal year, subject to approval of the carrier selected by the District.

- (7) The District shall provide to each full-time faculty member a long term care

policy, with premiums to be paid by the District. The policy will take effect each fiscal year subject to approval of the carrier by the District.

- (8) Should the administrative staff or any other bargaining unit receive a dollar increase in the cafeteria fringe benefit package during the term of the Agreement, the full-time faculty shall receive the same dollar increase, effective immediately.

PART TIME FACULTY

- a. The District shall offer to part-time faculty one of the following options:
 - (1) Membership in STRS
 - (2) Social Security
- b. The District shall provide medical insurance, exclusive of vision and dental insurance, to each part-time faculty member not insured for medical coverage through a spouse or other employment at the cost of the least expensive medical plan available through the District.
 - (1) In accordance with Education Code sections 87860 et. seq., the part-time faculty member must be working at least 40% of a full-time load for two consecutive semesters, assigned at least 40% of a full-time load for a third consecutive semester, and have been evaluated and received a satisfactory evaluation. However, the District's failure to evaluate a part-time faculty member shall not preclude the member's eligibility for medical insurance.
 - (2) The employee must commit to the health care coverage for a period of one year, and must sign up during the regular fringe benefits sign-up period.
 - (3) The District shall notify the Chancellor's Office of eligible employees in accordance with current statutes, and shall apply for the allowable reimbursement of 50% of the cost of the health care coverage from the state at the end of the sign-up period.
 - (4) If the employee leaves the District during the year, the employee shall reimburse the District for 50% of the balance of the coverage for the period of time that the employee is not employed by the District.
 - (5) An eligible employee whose class is cancelled and thereby falls below the 40% FTE shall remain eligible for health care coverage.
 - (6) This benefit will be provided to eligible part-time faculty members only in a given year in which State reimbursement for a portion of such health care costs is provided.
 - (7) The part-time faculty member may purchase dental and/or vision coverage for himself/herself through the plans offered by the District.

18.8 PART-TIME AND OVERLOAD INSTRUCTORS

- a. The District shall pay part-time unit members in accordance with the part-time faculty salary schedule.
- b. The District shall pay full-time bargaining unit members for overload and summer assignments in accordance with the part-time/overload schedule.
- c. Peralta teachers shall be placed on the full-time salary schedule and be paid 1/1000th of the appropriate placement.

18.9 RETIREES' COVERAGE

- a. Members of the bargaining unit who retire during the term of the Agreement and who have a combination of at least 20 years of full and part-time service at the Compton Community College District shall be permitted to continue with the District's health plan with premiums to be paid by the District, in an amount not to exceed the maximum District contribution for full-time teachers in each fiscal year of the Agreement. Each retiree shall apply for Medicare and/or MediCal when he/she becomes eligible for such coverage, and such coverage shall be the primary insurance.
- b. Members of the bargaining unit who retire during the term of the Agreement and who have at least five years of full-time service at the Compton Community College District shall be permitted to continue with the District's health plan with premiums to be paid by the retiree.
- c. Upon application for retirement, all faculty members eligible for continued health benefits shall certify annually, on a District-provided form, the status of their Medicare and MediCal eligibility.
- d. District-paid medical insurance for retirees shall become effective on the first of the month following the month of retirement. Employees are not eligible for District-paid medical insurance until the first month after the faculty member's 55th birthday.
- e. Members of the bargaining unit who retire during the term of this Agreement and who have a combination of at least 20 years of full and part-time service at the Compton Community College District shall be permitted to include coverage of a spouse or domestic partner provided that coverage is available from the District's providers. A domestic partner of a retiree qualifies for a District-provided health plan coverage if he/she established a domestic partnership with the retiree pursuant to Division 2.5 of the Family Code and provides a copy of the Declaration of Domestic Partnership to the District.

18.10 EMPLOYEE ASSISTANCE PROGRAM

The District shall continue to participate in the current Employee Assistance Program for the duration of the Agreement, so long as such a program is available and cost effective. An employee's use of this program shall remain confidential.

ARTICLE XIX: NON DISCRIMINATION

The District and the Federation agree not to discriminate unlawfully against any faculty member on the basis of race, color, creed national origin, religion, gender, age, sexual orientation, political beliefs, political activities, political affiliation, marital status, or physical disability.

ARTICLE XX: SENIORITY

- 20.1 District seniority shall be the seniority established by state law. District seniority shall date from the date upon which the faculty member first rendered paid service to the District, provided that such service has been continuous except for authorized leaves.
- 20.2 Discipline seniority is based upon the date of assignment to a discipline or teaching area. This date may or may not coincide with the date of hire into the District.
- 20.3 The District shall develop a seniority list of full-time faculty reflecting their length of paid service to the District. This list will be made available to the appropriate administrative offices and the Federation, upon request.

ARTICLE XXI: SAFETY

- 21.1 Safety is a primary concern of the District and the Federation.
- 21.2 The District agrees to comply with all standards prescribed by applicable federal, state, and local laws and regulations affecting safety, and the District agrees to provide and maintain safe working conditions and equipment on property where District programs are conducted.
- 21.3 A member of the bargaining unit who notices an unsafe condition shall report the condition as soon as possible to the District Administration.
- 21.4 Upon receipt of such report, the District shall investigate the unsafe condition in a timely manner and shall supply a report of the investigation and the proposed remedy to the Federation.

ARTICLE XXII: SEPARABILITY AND SAVINGS

- 22.1 If any provision(s) of this Agreement is held invalid by a court of other tribunal of competent jurisdiction, such provision(s) shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.
- 22.2 The parties agree to enter into negotiations for the revision of this Agreement with respect to any provision(s) that become invalid by reason of such court action.

ARTICLE XXIII: GENERAL PROVISIONS

- 23.1 The term of this Agreement shall be from July 1, 2007 through June 30, 2010.
- 23.2 This Agreement shall constitute the full and complete commitment between the parties and shall supersede and cancel all previous agreements both written and oral. This

- 23.3 Agreement may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties by a written and signed amendment to this Agreement.
- 23.4 A basic tenet upon which this Agreement rests is that the parties agree to abide by State laws and that the specific provisions of this Agreement shall prevail over District practices and procedures and over state laws to the extent permitted by state law.
- 23.5 During the term of this Agreement, the District and the Federation expressly waive and relinquish the right to meet and negotiate on any subject or matter whether or not referred to or covered in this Agreement, except by mutual consent or except as expressly provided elsewhere in this Agreement.
- 23.6 The parties agree that past practices, standards, obligations and commitments of the District to its employees relating to this Agreement are rejected mutually as a condition of entering into this Agreement, except as they are expressly stated herein.
- 23.7 There shall be re-openers on compensation and up to two articles selected by each party during the 2011-12 and 2012-13 academic years.

ARTICLE XXIV: DISTANCE LEARNING AND ON-LINE COURSES

24.1 Definitions:

Distance learning is a formal educational process in which the majority of instruction occurs when students and instructors are not in the same place. It may employ correspondence study, or audio, video, or computer technologies, such as Internet and e-mail courses, as well as courses using classrooms linked by computer to form a live, interactive multi-site course. Instructional television or ITV courses are not considered distance-learning courses.

24.2 Purpose:

Distance education provides educational access to students for whom traditional on-site education is inaccessible or limited.

The same standards of course quality shall be applied to distance education courses.

Responsibility for instructional quality and control shall rest with the faculty, and shall be verified through the evaluation process by students, faculty peers, academic administrators, and self-evaluation, in accordance with the Faculty Evaluation Article contained in this Agreement.

All courses offered through distance educational shall receive both department and curriculum committee approval.

The number of students assigned to any one distance education course shall be consistent with the class size maximum set for regular course sections in that discipline. Both sides to review the question of class size for such classes upon the expiration of this Agreement.

Enrolled students shall have reasonable and adequate access to the range of services appropriate to support their learning in distance education courses.

24.3 On-Line Instruction and Support

- a. Developing the class and materials for Internet readiness
 - (1) Materials developed on the faculty member's own time.

- (a) All regular full-time and part-time members of the faculty may propose on-line courses.
 - (b) Instructional materials developed by faculty members on their own time without use of college materials or facilities are the property of the individual faculty member. No restriction on their use will be set by the District with the understanding that faculty members will profit on sales at the Center only in cases where the instructional materials are approved by the department and curriculum committee.
 - (c) The individual faculty member is responsible for obtaining copyright of the materials developed.
- (2) Materials developed on a released-time basis.
 - (a) A faculty member approved by the Office of Academic Affairs to develop an online course shall receive 20% reassigned time for one semester to develop the course.
 - (b) Any materials developed during this reassigned time assignment shall remain the property of the District.
 - (3) In order to protect against the use of obsolete materials, the faculty member shall have the right to review and/or update material of which the Center has internal free use. The institution may agree to use the updated material.
 - (4) Materials developed as a primary or sole purpose of employment by non-divisional staff, such as consultants.
 - (a) When a District employee is hired or assigned specifically to develop instructional or course materials, then all the rights to such materials belong exclusively to the Center, including the right to copyright and/or sell the materials for profit.
 - (5) The District shall have the right to come to agreements with employees concerning the rights belonging exclusively to them only in consultation with the Division Chair and a Federation representative.
 - (6) The necessity for regular and part-time faculty to review, update, and change an online course remains consistent with the duties of faculty in all areas of the curriculum.
- b. Teaching online courses
 - (1) Online courses shall be considered as regular load because of the expected additional monitoring, supervising, grading, and communicating required to be aware of student progress in the class.
 - (2) Teaching of online courses shall be voluntary by the instructor as a part of load and shall not be imposed by the District or the division.
 - (3) Division Chairs and Deans shall be granted guest access for the purpose of content review of online courses any time from the beginning to the end of the semester. Evaluation of faculty in on-line courses shall be in accordance with the evaluation guidelines set forth in Article X.
 - (4) All class size limits, including those for restricted classes, set forth in the Workload Article shall be maintained.
 - (5) No faculty member, full or part-time shall be displaced because of online courses.
 - (6) No more than two online courses shall be taught by a faculty member at any time, except with prior written approval of the faculty member's dean. This restriction does not include hybrid courses.
 - c. Support for online courses:
 - (1) The District shall pay the cost of home Internet service to those instructors teaching an online course if the individual teachers do not have a computer in their individual offices space for their specific use in teaching these courses. District payment of Internet connection fees shall be only for the semester in

which an online course is being taught. The cost of such service shall not exceed \$30.00 per month.

- (2) The District shall provide an online teacher with 20% reassigned time per course the first semester that such a course is taught at the institution.
 - (3) The District shall enroll each online course requiring essays and research papers in www.plagiarism.org and shall pay all costs of the program.
 - (4) The District shall provide each instructor teaching an online course with a computer, printer, e-mail and fax for that instructor's office and shall insure that such facilities are available to any part-time faculty member who teaches an online course.
 - (5) The District believes that training in the pedagogy of distance learning is vital and will sponsor a workshop or workshops led by experts in the field to provide training to faculty members scheduled to teach such courses during a given semester.
 - (6) Technical support will be provided for instructors in all distance education courses, to free teachers to teach.
- d. Faculty Protections:
- (1) No regular on-campus course will be cancelled for the purpose—or with the effect—of transferring or directing students into a distance learning class.
 - (2) Distance education courses will be used to supplement rather than to replace courses taught on-campus.
 - (3) Distance learning courses will not be used to eliminate or reduce faculty positions or to reduce the number of courses, which the District provides on campus.
 - (4) Distance learning courses shall not displace faculty bargaining unit members.

SIGNATURE PAGE


AGREEMENT

This agreement between the Compton Community College District and the Compton Community College Federation of Employees, Certificated Unit, Local 3486 covers the period of July 1, 2010 through June 30, 2013, and becomes effective immediately upon ratification by the parties, except as specifically provided in Memoranda of Understanding.

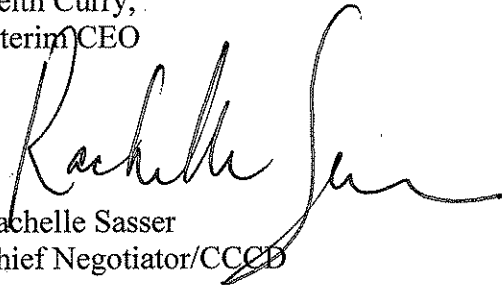
During each of the 2011-12 and 2012-13 fiscal years, there shall be reopeners on Article XVIII, compensation, and up to two other articles selected by each party.

In Witness Whereof the parties execute the Agreement on the 15th day of November 2011.

Compton Community College District

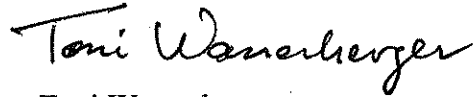


Keith Curry,
Interim CEO



Rachelle Sasser
Chief Negotiator/CCCD

Federation of Employees



Toni Wasserberger
Co-President/Chief Negotiator



Cornelia Lyles
Secretary/CCCCE

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Appendix [A]

Memorandum of Understanding Between the Compton Community College Federation of Employees – Certificated Unit and the Compton College District Academic Senate

Within the era of AB 1725—post July 1, 1900—it has become the norm at colleges with both faculty unions and faculty senates for those bodies to articulate their distinct and their shared responsibilities in a written agreement. Such an agreement is commonly aimed at being a reference point to minimize confusion and miscommunication in times of calm and crisis.

The present document accomplishes that task on Compton Center’s campus and shall remain in effect as is until amended by subsequent agreement between the executive committees of both the CCCFE Certificated Unit and the Academic Senate, and ratified by the membership of both bodies.

SHARED RESPONSIBILITIES

- a. There is both a legal obligation and an ethical duty for both groups to maintain an open communication with each other on every issue relating to the faculty at Compton Center. Consultation with each other must be regular, consistent, and mutually respectful.
- b. Overseeing, monitoring, and persistently advocating the institutionalization of shared governance is a joint necessity. This includes working together to ensure the proper implementation of all aspects of the negotiated campus AB 1725 document.
- c. As a matter of mutual respect and shared governance, the Academic Senate and the CCCFE Certificated Unit will jointly recommend/appoint faculty to campus committees.

For example, when there are two faculty appointments necessary, the Senate will appoint one, the Union the other; when three, the third will be jointly agreed upon by both groups, etc.

DISTINCT AND SPECIFIC RESPONSIBILITIES

The Academic Senate, representing the faculty, has the primary responsibility for maintaining the integrity of the ECC college curriculum, its subject matter and methods of instruction, faculty status (including recommendations for faculty appointments, reappointments, or not to reappoint, promotions, tenure, censure, and dismissal), and, “those aspects of student life which relate to the educational process.” Based on Title V, Section 53200(c) of the CCC Academic Senate is mandated and authorized by law to participate effectively in all campus policy development, establishment, and oversight relevant to:

- a. The ECC curriculum, including prerequisites and course placements within disciplines (all usually through the Curriculum Committee);
- b. The ECCC degree and certificate requirements, including the AA pattern, the IGETC (intersegmental General Education Transfer Curriculum) core curriculum, etc.
- c. The ECCC grading policies, including monitoring of grading and transcript authority;
- d. The ECCC educational program development, including categorical program plans, without interfering in the operations of those programs;
- e. The ECCC standards or policies regarding student preparation and success, including matriculation;
- f. The Center faculty roles in the district’s governance structures;
- g. The Center faculty roles in the accreditation process (including the self-study and annual reports)
- h. The Center policies for faculty activities related to professional development;
- i. The Center strategies for academic program review;
- j. The Center strategic process for institutional planning and budget development;
- k. The Center agenda for all professional and academic matters relevant to the campus;

1. All campus educational policy recommendations by the faculty, tenure review, curriculum approvals and review, Equivalency Committee, implementing faculty and administrative evaluations, faculty selections for screening committees for faculty and administrative hiring.

These responsibilities will be handled through CCCDAS meetings, including executive sessions, and through the CCCDAS standing committees. A Senate representative from each standing committee should serve on whatever corresponding District committees are created, e.g., budget, planning, etc.

The Compton Community College District Federation of Employees representing faculty and most classified staff has responsibilities for:

- a. Negotiation of the contract;
- b. Negotiation of mandated AB 1725 issues assigned to collective bargaining agents by law;
- c. Monitoring of issues regarding hours of employment, wages, and working conditions through discussions, grievance procedures, etc.
- d. FSA's and tenure grievance, contract grievances, division chair elections (in association with the CAO), faculty retirement packages, evaluation procedures and forms (faculty and administrative), procedures for hiring faculty, etc.

Based on its own constitution, neither the Academic Senate nor its officers shall interfere in faculty union contract negotiations nor try to negotiate on their own with the district. Any participation by the Academic Senate in any aspect of collective bargaining for Compton Center faculty shall only be by invitation and permission of the campus collective bargaining agents.

APPENDIX [B]
EVALUATION FORMS

**COMPTON COMMUNITY COLLEGE DISTRICT
EVALUATION NOTICE FORM**

To:
From:
Subject: Evaluation
Date:

“To initiate a formal evaluation, the Dean shall send the tenured faculty member, and his or her Division Chair, a notice informing them that the faculty member will be evaluated as provided in this article and, if a comprehensive evaluation is not already required by Section 10.2.a, describing how the form of the evaluation will be determined.”
(Article X, Section 10.2.b.)

Article X of the Agreement between the District and AFT provides that all tenured faculty members will be evaluated every three academic years. It also specifies that the form of the evaluation will alternate between a basic evaluation and a comprehensive evaluation unless the faculty member elects to receive a comprehensive evaluation or the faculty member's Dean or Division Chair calls for a comprehensive evaluation.

The District’s records show that you are due for an evaluation this year and according to Section 10.2.a, the form of the evaluation will be a:

- Basic Evaluation to be conducted as prescribed in Section B.3
- Comprehensive Evaluation to be conducted as prescribed in Section B.4

If a Basic Evaluation is indicated, you have the right to elect to receive a Comprehensive Evaluation instead. If you wish to exercise that right, please complete the following and return this notice to me by _____.

Date

I wish to receive a Comprehensive Evaluation

Signed: _____

If you have any questions about this notice or your evaluation this term, please see me.

PORTFOLIO INFORMATION

For each distinctly different course you are currently teaching, please provide *examples* of the following materials you have prepared:

1. Course syllabus, including description of grading policy, textbook (title, author, publisher and date) and description of any supplemental material used in the course.
2. Sample quizzes, mid-terms, and final examination.
3. Key information handouts.
4. Assignments (e.g., typical assignments, key projects).

In addition, please provide any other information you think should be included to adequately describe the instructional strategies you employ in the course. Please be concise.

Finally, include the following in your portfolio:

1. A brief statement of your instructional and/or service philosophy.
2. A summary of your service in the following areas and what you contributed or gained by the service:
 - Committee work (departmental, shared governance, screening, district and state)
 - Staff development activities
 - Curriculum development
 - Program review
3. A brief narrative summarizing your student learning outcomes and assessment strategies. Your portfolio should reflect your unique contributions

Team Members' Signatures		
Print	Sign	Date
Dean's Acceptance of Evaluation Summary and Rating of Overall Performance		
___ Satisfactory	___ Needs Improvement	___ Unsatisfactory

Signed:

Date:

Comments:

Faculty Member's Acknowledgment of Receipt of Evaluation Summary

My signature, below, acknowledges receipt of this Evaluation Summary, but it does not necessarily indicate my agreement. I understand that I have a right to submit a written comment regarding the evaluation, and that if I do so, it will be appended to the copy of the evaluation contained in my personnel file.

Signed:

Date:

Comprehensive Evaluation Plan Template, Time Table & Worksheet

Name of Evaluatee:	
Department:	
Evaluation Period:	

Step	Approximate Date (Week of Term)	Actual Start Date	Action	Task & Responsible Party
1	1		Start the process.	Dean informs faculty member and Division Chair as specified in Sec. B.2
2	4		CEO or designee appoints Faculty Evaluation Team as specified in Sec. B.4.a.	Division Chair or designee: _____ Two faculty from the discipline designated by the Dean and confirmed by the Faculty Council: _____ _____ Two faculty at large designated by the Faculty Council: _____ _____

Step	Approximate Date (Week of Term)	Actual Start Date	Action	Task & Responsible Party
3	5		<p>Faculty Eval Team convenes to:</p> <ol style="list-style-type: none"> 1. Elect a chair (Sec. 4.b). 2. Prepare a plan for the evaluation that specifies (Sec. 4.c): <ul style="list-style-type: none"> materials needed from the faculty member the data to be collected and the manner of collection nature of inquiry into faculty member's response to recommendations in past evaluations who will perform class or worksite visits or complete other data collection activities a general schedule under which the Team will complete its work and protocols for giving the faculty member notice of visits or other data collection activities that require interaction with his or her students. 	<p>Name of chair: _____</p> <p>Materials requested from faculty member —</p> <ul style="list-style-type: none"> <input type="checkbox"/> self evaluation <input type="checkbox"/> syllabi – all classes <input type="checkbox"/> sample assignments <input type="checkbox"/> sample handouts <input type="checkbox"/> sample exams/quizzes <input type="checkbox"/> other items, if any (describe) <p>_____</p> <p>_____</p> <p>_____</p> <p>Other data to be collected –</p> <ul style="list-style-type: none"> <input type="checkbox"/> student surveys <input type="checkbox"/> class or worksite observations <input type="checkbox"/> other, if any (describe)

-
- who will collect data
 - how will data be collected/when



4	6		Share plan with faculty member and solicit comments (Sec. 4.d).	Plan shared with faculty member on :
5	7		Adopt final plan (Sec 4d) Send copy to faculty member and dean (Sec. 4.d).	Final plan adopted on: Copy sent to faculty member and dean on:
6	8		Data gathering begins.	

Step	Approximate Date (Week of Term)	Actual Start Date	Action	Task & Responsible Party
7	11		Data gathering complete. Review all data and past evaluations (Sec. 4.e). Complete evaluation summary form (Sec. 4.e).	Team meets to review data and prepare draft summary form on:
8	12		Send summary to faculty member for review and comment (4.i). Provide faculty member with opportunity to meet with Team (Sec. 4.i).	Draft summary sent to faculty member on:
9	13		After meeting, receipt of comments or expiration of five days, finalize evaluation summary (Sec. 4.j). Forward complete evaluation file to dean (Sec. 4.j).	Completed evaluation file sent to dean on:
10	14		Dean either: accepts evaluation summary and completes the evaluation (Sec. 4.k.i); or returns evaluation to Team with explanation and comments (Sec. 4.k.ii). <i>[If dean accepts evaluation, skip steps 11, 12, 13 and proceed to step 14.]</i>	Evaluation completed and file forwarded to H.R. on: -- OR -- Dean returns evaluation to Team on:

11			If dean returns evaluation, Team reviews explanation and comments, takes additional action, if necessary, and revises, corrects, or amends evaluation as appropriate (Sec. 4.f.i)	
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Step	Approximate Date (Week of Term)	Actual Start Date	Action	Task & Responsible Party
12			Team again forwards the evaluation summary to faculty member for his or her comment. After receipt of comments or expiration of five days, finalize evaluation summary and forward to dean (Sec. 4.f.ii).	
13	15		Dean completes evaluation (Sec. 4.m)	Evaluation completed and file forwarded to H.R. on:
14	15		Dean delivers completed evaluation summary to faculty member with notice that faculty member may submit a written comment regarding the evaluation, which will be appended to it.	Completed evaluation summary sent to faculty member on:

COMPTON COMMUNITY COLLEGE DISTRICT
Basic Evaluation Summary

Name of Faculty Member:		
Div/Discipline or Program/Service Area:	Date:	Pages:

Performance Category: <small>(Insert a brief narrative. Attach additional pages if necessary)</small>	Exceeds Expectations	Meets Expectations	Needs Improvement
1. Discipline Knowledge/Currency			
2. Effectiveness of Teaching [or other relevant service]			
3. Institutional Participation & Fulfillment of Professional Responsibilities			
4. Professional Development			

Formal Recommendations of the Evaluator <small>(Attach additional sheets if necessary)</small>

Rating of Overall Performance		
___ Satisfactory	___ Needs Improvement	___ Unsatisfactory

Comments:

Evaluator's Signature:

Dean's Signature:

Faculty Member's Acknowledgment of Receipt of Evaluation Summary

My signature, below, acknowledges receipt of this Evaluation Summary, but it does not necessarily indicate my agreement. I understand that I have a right to submit a written comment regarding the evaluation, and that if I do so, it will be appended to the copy of the evaluation contained in my personnel file.

Signed:

Date:

CLASS OBSERVATION (TEACHING)

Faculty Member: _____ Observer: _____

Class/Section: _____ Date: _____ Scheduled Time: _____

Type of Class Observed (e.g., lecture, lab, demonstration, performance)

Number of Students Attending: _____ Time Class Began: _____

Subject Matter Covered (e.g., the primary subject matter focused upon during the session):

Method(s) of instruction (e.g., lecture, discussion, tutorial, seminar, demonstration, or a combination of methods):

Knowledge of subject matter (e.g., does the instructor show awareness of recent developments and research in the field; does the instructor show a sufficient understanding of the technical aspects of the field; does the instructor demonstrate a command of facts as well as interpretations of the material?):

Appropriateness of subject matter (i.e., does the subject matter relate to and contribute to the course objectives and achievement of the stated student learning outcomes?):

Appropriateness of assignments (i.e., is the work assigned during the observed class period commensurate with students' ability and the objectives of the course?):

Evidence of subject matter organization (e.g., has the instructor used the class period efficiently; has the instructor designed the lesson in a logical manner so that the objectives are clear and logical?):

Evidence of preparation (e.g., has the instructor provided necessary material for the class in an organized fashion; has the instructor anticipated students' questions about materials?):

Use of available resources (e.g., does the instructor appropriately and effectively use educational facilities — such as the board or seating arrangements — visual or audio aids, or other forms of technology; are teaching aids current?):

Instructional delivery (e.g., does the instructor speak clearly and modulate the pace of his or her speech appropriately; does the instructor show enthusiasm for the subject matter and the students through physical movement and speech?):

Evidence of creativity (e.g., has the instructor attempted to present the subject matter imaginatively in a way that engages students and increases their mastery of the lesson?):

Communication with students (e.g., does the instructor listen to the students; does the instructor answer questions clearly, pursuing discussion to ensure students' understanding; does the instructor encourage all students to participate in discussion and to express divergent opinions; is the climate conducive to promoting respect and confidence among the students and among the instructor and students; does the instructor encourage equal participation among students, regardless of ethnicity, cultural background, age, gender and lifestyle?):

Critical thinking skills (i.e., does the instructor stimulate critical thinking by presenting material inductively or otherwise promoting independent thinking and the precise evaluation of ideas or principles?):

OBSERVATION FOR ON-LINE TEACHING

Faculty Member: _____ Observer: _____

Course: _____ Date: _____

Subject Matter Covered: _____

Knowledge of subject matter (e.g., does the instructor show awareness of recent developments and research in the field; does the instructor show a sufficient understanding of the technical aspects of the field; does the instructor demonstrate a command of facts as well as interpretations of the material?):

Appropriateness of subject matter (i.e., does the subject matter relate to and contribute to the course objectives and achievement of the stated student learning outcomes?):

Appropriateness of assignments (i.e., is the work assigned commensurate with students' ability and the objectives of the course?):

Evidence of subject matter organization (e.g., has the instructor used the class period efficiently; has the instructor designed the lesson in a logical manner so that the objectives are clear and logical?):

Evidence of preparation (e.g., has the instructor provided necessary material for the class in an organized fashion; has the in instructor anticipated students' questions about materials?):

Use of web site resources (e.g., do site materials show clear signs of planning and organization; does the site contain multiple instructional elements — text, graphics, links, media, chat; is the site easy to navigate; is the content presented in an effective, understandable manner).

Evidence of creativity (e.g., has the instructor attempted to present the subject matter imaginatively in a way that engages students and increases their mastery of the lesson?):

Communication with students (e.g., does the instructor provide an adequate opportunity for communication with students; does the instructor answer questions clearly, pursuing communication among students to ensure understanding; does the instructor encourage all students to participate in discussion and to express divergent opinions; is the climate conducive to promoting respect and confidence among the students and among the instructor and students; does the instructor encourage equal participation among students, regardless of ethnicity, cultural background, age, gender and lifestyle?):

Critical thinking skills (i.e., does the instructor stimulate critical thinking by presenting material inductively or otherwise promoting independent thinking and the precise evaluation of ideas or principles?):

OBSERVATION FOR COUNSELING, LIBRARY AND OTHER NON-CLASSROOM ACTIVITY

(Note: 'Class Observation' form for Human Development and similar classes)

Faculty Member: _____ Observer: _____

Type of Session: _____ Date: _____

The Faculty member:	Strongly agree	Agree	Disagree	Strongly disagree	Not Applicable
1. Is approachable.	○	○	○	○	○
Comments:					
2. Treats student(s) equitably and with respect.	○	○	○	○	○
Comments:					
3. Discusses academic needs, goals, information, and ideas with student(s).	○	○	○	○	○
Comments:					
4. Presents information clearly and sees to it that transitions between topics are effective.	○	○	○	○	○
Comments:					
5. Uses language that is understandable and at an appropriate level for the student	○	○	○	○	○
Comments:					
6. Encourages questions.	○	○	○	○	○
Comments:					
7. Answers questions clearly.	○	○	○	○	○
Comments:					
The Faculty member:	Strongly agree	Agree	Disagree	Strongly disagree	Not Applicable
8. Maintains a rate and tone of oral delivery that are effective.	○	○	○	○	○
Comments:					
9. Uses effective ways to communicate information to the student (e.g. discussion, handouts, technology).	○	○	○	○	○
Comments:					

10. Uses material that is appropriate for the setting and student level.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Comments:					
11. Uses time effectively.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Comments:					
12. Shows appropriate interest in the student's needs and enthusiasm for the task.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Comments:					
13. Demonstrates adequate, up-to-date knowledge of the topics discussed.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Comments:					

Additional comments, if any:

COMPTON COMMUNITY COLLEGE DISTRICT
Survey Regarding Fulfillment of Professional Responsibilities

To Dean:	
From: Faculty Evaluation Team	Date:
Subject: Comprehensive Evaluation of	
	Period Covered: Beginning ____ Ending ____ _____

A Faculty Evaluation Team is collecting data for use in a comprehensive evaluation of the faculty member listed above and is asking for your help in providing relevant information about his/her fulfillment of professional responsibilities. When you have completed this form, please return it to the person who sent it to you. Thank you in advance for your help!

The Faculty Member:	Strongly agree	Agree	Disagree	Strongly disagree	Not Applicable
1. Adheres to applicable district policies and procedures.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Comments:					
2. Submits grades no later than 8 business days following the last exam class date.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Comments:					
3. Submits census reports, adds, drops in a timely manner	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Comments:					
4. Posts teaching/office hour schedule and submits a copy to Academic Affairs by the end of the second week of each semester	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Comments:					
5. Attends and participates collegially in department/division meetings	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Comments:					

The Faculty Member:	Strongly agree	Agree	Disagree	Strongly disagree	Not Applicable
6. Serves on committees (institutional, screening-selection, etc.)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Comments:					
7. Works collegially with division faculty and others	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Comments:					
8. Attends workshops and conferences	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Comments:					
9. Keeps current in the field (eg: professional/technical journals)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Comments:					

Additional comments, if any:

Signature:	Date:
------------	-------

Thank you for your participation in this survey.

**COMPTON COMMUNITY COLLEGE DISTRICT
Faculty Service Survey**

To:	Leadership Position
From: Faculty Evaluation Team	Date:
Subject: Faculty Service Evaluation	
Committee/Task Force/Group:	Period Covered: Beginning _____ Ending _____

A Faculty Evaluation Team is collecting data for use in a comprehensive evaluation of the faculty member listed above and is asking for your help in providing relevant information about his/her contribution as a participant in the committee, task force or group listed above. When you have completed this form, please return it to the person who sent it to you. Thank you in advance for your help!

	Strongly agree	Agree	Disagree	Strongly disagree	Not Applicable
1. Attends meetings of the above group regularly.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
2. Contributes to the overall efficacy of the above group.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
3. Deals in a professional manner with colleagues.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

4. What positive contributions has this individual made?

5. What, if anything, could this person do to contribute more?

Comments (feel free to attach additional comments)

Signature	Date
Position	

Thank you for your participation in this survey.

STUDENT SURVEY

Course Title:

Section Number:

Instructor:

Directions:

- Use a black number 2 pencil only
- Mark only one answer per question by completely filling in the appropriate circle.
- Erase completely any answer changes and stray marks
- Use the other side of the form for written comments.

Questions	Strongly Agree	Agree	Disagree	Strongly Disagree	Don't Know/Not Applicable
1. The instructor clearly defined the course requirements.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
2. The instructor distributed a syllabus by the second class meeting.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
3. The syllabus clearly outlined the course objectives and grading criteria.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
4. The instructor is well prepared and organized.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
5. The instruction relates to the course objectives.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
6. The class starts on time and meets for the entire time specified in the class schedule.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
7. The instructor regularly grades/evaluates or provides feedback on my performance.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
8. The instructor is available during posted office hours.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
9. The instructor interacts with students in ways that are free of discrimination.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
10. The instructor motivates me and encourages my interest in the subject.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
11. The instructor creates an environment in which it is safe to seek help, ask questions, or express opinions that differ from those of the faculty member.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
12. The instructor is knowledgeable in the subject area.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
13. The instructor treats students with respect.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
14. The instructor maintains good class control.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Comments:

**COMPTON COMMUNITY COLLEGE DISTRICT
Evaluation Summary**

Name of Faculty Member:		
Div/Discipline or Program/Service Area:	Date:	Pages:

Performance Category: (Insert a brief narrative. Attach additional pages if necessary)	Exceeds Expectations	Meets Expectations	Needs Improvement
1. Discipline Knowledge/Currency			
2. Effectiveness of Teaching [or other relevant service]			
3. Institutional Participation & Fulfillment of Professional Responsibilities			
4. Professional Development			

Formal Recommendations of the Faculty Evaluation Team (Attach additional sheets if necessary)

Recommendation regarding overall performance rating [optional]: ___ Satisfactory ___ Needs Improvement ___ Unsatisfactory
--

APPENDIX [C]
TEACHING LOAD PERCENTAGES (Hours)

Lab Classes	Lecture/Lab Classes	Lecture Classes
1A – 5%	1B – 5 5/9%	1C – 6 2/3%
2A – 10%	2B – 11 1/9%	2C – 13 1/3%
3A – 15%	3B – 16 2/3%	3C – 20%
4A – 20%	4B – 22 2/9%	4C – 26 2/3%
5A – 25%	5B – 27 7/9%	5C – 33 1/3%
6A – 30%	6B - 33 1/3%	6C – 40%
7A – 35%	7B – 38 8/9%	7C – 46 2/3%
8A – 40%	8B – 44 4/9%	8C – 53 1/3%
9A – 45%	9B – 50%	9C – 60%
10A – 50%	10B - 55 5/9%	10C – 66 2/3%
11A – 55%	11B – 61 1/9%	11C – 73 1/3%
12A – 60%	12B – 66 2/3%	12C – 80%
13A- 65%	13B – 72 2/9%	13C – 86 2/3%
14A – 70%	14B – 77 7/9%	14C – 93 1/3%
15A – 75%	15B – 83 8/9%	15C – 100%
16A – 80%	16B – 88 8/9%	
17A – 85%	17B – 94 4/9%	
18A – 90%	18B – 100%	
19A – 95%		
20A – 100%		

Note: The Dean of Academic Affairs will determine combinations of courses falling within the range of 15 plus or minus one lecture hour, or equivalent (93.33% to 106.67% inclusive). Such loads will be considered normal, and no balancing or overtime pay will be required.

Lecture	Lecture/Lab	Laboratory
C	B	A
15	18	20

APPENDIX [D]

2006-2007 FACULTY SALARY SCHEDULE WITH 5.92%

COMPTON COMMUNITY COLLEGE DISTRICT

2006-2007 FACULTY SALARY SCHEDULE

BA		MA		MA + 48		MA + 66		MA + 84 Units		MA + 102 Units	
Step		Step		Step		Step		Step		Step	
11	\$49,349	11	\$53,571	11	\$58,091	11	\$63,041	11	\$68,389	11	\$74,205
12	\$51,936	12	\$56,324	12	\$61,134	12	\$66,318	12	\$71,946	12	\$78,067
13	\$52,824	13	\$57,307	13	\$62,187	13	\$67,453	13	\$73,199	13	\$79,401
14	\$53,714	14	\$58,278	14	\$63,240	14	\$68,612	14	\$74,440	14	\$80,770
15	\$54,616	15	\$59,273	15	\$64,305	15	\$69,746	15	\$75,691	15	\$82,116
16	\$55,189	16	\$59,882	16	\$64,961	16	\$70,483	16	\$76,475	16	\$82,970
17	\$55,750	17	\$60,490	17	\$65,639	17	\$71,221	17	\$77,259	17	\$83,825
18	\$56,312	18	\$61,111	18	\$66,306	18	\$71,935	18	\$78,044	18	\$84,679
19	\$56,885	19	\$61,730	19	\$66,973	19	\$72,660	19	\$78,828	19	\$85,545
20	\$57,471	20	\$62,351	20	\$67,641	20	\$73,386	20	\$79,635	20	\$86,399
21	\$58,056	21	\$62,994	21	\$68,330	21	\$74,147	21	\$80,455	21	\$87,289
22	\$58,652	22	\$63,638	22	\$69,044	22	\$74,908	22	\$81,285	22	\$88,190
23	\$59,261	23	\$64,282	23	\$69,735	23	\$75,668	23	\$82,104	23	\$89,090
24	\$59,846	24	\$64,936	24	\$70,460	24	\$76,440	24	\$82,935	24	\$89,980
25	\$60,443	25	\$65,580	25	\$71,151	25	\$77,213	25	\$83,766	25	\$90,870
26	\$61,040	26	\$66,236	26	\$71,865	26	\$77,961	26	\$84,586	26	\$91,770
27	\$61,649	27	\$66,879	27	\$72,567	27	\$78,735	27	\$85,416	27	\$92,683
28	\$62,233	28	\$67,535	28	\$73,269	28	\$79,495	28	\$86,247	28	\$93,573
29	\$62,831	29	\$68,179	29	\$73,971	29	\$80,232	29	\$87,078	29	\$94,474
30	\$63,591	30	\$68,986	30	\$74,860	30	\$81,204	30	\$88,107	30	\$95,609
31	\$64,247	31	\$69,711	31	\$75,633	31	\$82,057	31	\$89,020	31	\$96,603
32	\$64,913	32	\$70,425	32	\$76,417	32	\$82,900	32	\$89,945	32	\$97,598
33	\$65,569	33	\$71,151	33	\$77,189	33	\$83,754	33	\$90,858	33	\$98,594
34	\$66,224	34	\$71,865	34	\$77,973	34	\$84,597	34	\$ 91,770	34	\$ 99,588
35	\$66,892	35	\$72,590	35	\$78,746	35	\$85,451	35	\$ 92,695	35	\$ 100,583

APPENDIX [E]

2006-2007 HOURLY AND ADJUNCT SALARY SCHEDULE

COMPTON COMMUNITY COLLEGE DISTRICT

2006-2007 HOURLY AND ADJUNCT SALARY SCHEDULE

A	Class	I	II	III	IV	V	VI
	Academic	BA	MA	MA+48	MA+66	MA+84	MA+102
	Vocational	MQ	MQ+30	MQ+45	MQ+60	MQ+75	MQ+90
1	Years 1-2	37.21	40.38	43.81	47.54	51.57	55.96
2	Years 3-4	39.13	42.48	46.09	50.01	54.25	58.88
3	Years 5-9	41.19	44.68	48.50	52.61	57.08	61.92
4	Years 10+	43.31	47.01	51.01	55.33	60.04	65.16

Vocational Placement

- *MQ = Minimum Qualifications
- Class I = AA + 6 years work experience in the area being taught or
BA/S + 2 years work experience in the area being taught
- Class II = MQ + 30 units
- Class III = MQ + 45 units
- Class IV = MQ + 60 units
- Class V = MQ + 75 units
- Class VI = MQ + 90 units

Academic Placement

- Class I = Bachelor's Degree
 - Class II = Master's Degree
 - Class III = Master's Degree with a total of 48 units above the Bachelor's Degree
 - Class IV = Master's Degree with a total of 66 units above the Bachelor's Degree
 - Class V = Master's Degree with a total of 84 units above the Bachelor's Degree
 - Class VI = Master's Degree with a total of 102 units above the Bachelor's Degree
- Work experience - \$75.00 per month + \$5.00 per student

APPENDIX [F]

MEMORANDUM OF UNDERSTANDING

Between

COMPTON COMMUNITY COLLEGE DISTRICT

And

**COMPTON COMMUNITY COLLEGE FEDERATION OF EMPLOYEES
(CERTIFICATED UNIT)**

Compassion Leave

Article XIV, 14.9 (Other Leaves of Absence)

The Compton Community College District and the Compton Community College District Federation of Employees (Certificated Unit) agree that a bargaining unit member may take a one-semester paid leave of absence without loss of benefits, previously accrued sick leave, or seniority for the purpose of urgent care of an immediate family member (parent, spouse, or child).

Urgent care shall be defined as the ongoing attendance upon a critically or terminally ill immediate family member. It is also mutually understood that the bargaining unit member is the sole provider of this care, such as a single parent or only child.

Each semester the unit member shall provide the District with documentation from the medical providers of the patient's medical status and need for continued care. The one-semester paid leave of absence for such purpose may be renewed for an additional semester.

This leave shall operate as released time, and upon the bargaining unit member's return to full-time teaching the unit member shall complete a mutually agreed upon special assignment such as provided for in Article IX, section 9.2, Voluntary Reassignment.

APPENDIX [G]

DIVISION CHAIR ELECTION AND APPOINTMENT PROCEDURES

- I. Division Chairs shall be elected by the Division and appointed by the CEO as follows:
 - A. Regular Division Chair elections shall be held no later than April 15. Special elections (for example, to fill a vacancy) shall be held as needed.
 - B. To initiate a Division Chair election, the Dean and the President of the Federation shall each designate a representative to jointly supervise the election (hereinafter referred to as the “Election Supervisors”). The Election Supervisors may conduct the election at any regular or special Division meeting, provided the faculty has been given notice of the meeting, and its purpose, at least five working days in advance of the meeting date.
 - C. Every tenured or probationary faculty member whose principal assignment is in the Division Faculty shall be eligible to vote at the meeting. Any faculty member assigned to two or more divisions shall be eligible to vote in the Division in which he or she has the higher or highest percentage of assignments. When the percentage of assignment in any two or more divisions is equal, the faculty member shall choose to be a member of the electorate of any one of those divisions. This choice shall not be rescinded until his or her percentages of assignment have changed. Those division~ members absent or on leave of absence, shall have the right to vote if they are available at the time of the election and attend the meeting at which the election is held.
 - D. Voting shall be by secret ballot. The ballot shall list as a candidate every faculty member who has been nominated for the position (either by himself or herself, or by another faculty member in the division) provided he or she meets the qualifications set forth in Article VI, Section 6.2.a and has submitted a statement of candidacy on the form prescribed by the District.
 - E. To be elected, a candidate must receive a majority of the votes cast (excluding abstentions). If no one receives a majority on the first ballot, the candidate (or, in the case of a tie, candidates) receiving the fewest votes shall be eliminated and voting shall continue until one candidate receives a majority of the votes. If in the next to the last round of voting, one candidate has a plurality of the votes (but not a majority) and two or more candidates are tied for second place, then an election shall be held among the persons tied for second place to determine who will appear on the ballot along with the leading vote getter in the final round. If the two final candidates tie, and the tie is not broken after an added round of voting to break the tie, the tie shall be broken by lot.

- F. The Election Supervisors shall tally the votes, record the results of the election and transmit them to the Dean who, in turn, shall submit the name of the candidate elected by the Division to the CEO for his or her consideration,
- G. If the CEO declines to appoint the candidate whose name is submitted by the Election Supervisors, the CEO shall meet with the faculty of the Division and the President of the Federation to discuss the matter. If, following the meeting, the CEO still declines to appoint the candidate whose name was submitted, the Election Supervisors shall conduct a new election with the previously elected candidate omitted from the ballot.
- H. This process will take place until such time as a candidate is elected and, on the basis of that election, appointed by the CEO.
- I. The District shall appoint the Division Chair for those Divisions having no full-time teaching faculty.

II. Recall of Division Chairs

- A. Subject to the limitations specified in the following section, the faculty of a Division may initiate the recall procedure by submitting a recall petition to the Dean.
- B. A recall petition may not be circulated until the Division Chair has served in that capacity for at least one semester. Furthermore, to be valid the petition must be signed by a majority of the tenured and probationary faculty members of the Division.
- C. Upon receipt of a timely and valid recall petition, the Dean and the President of the Federation shall each designate a representative to serve as Election Supervisors of a recall election. The Election Supervisors shall conduct the recall election at special Division meeting called for that purpose at least five working days in advance of the recall election meeting date.
- D. Every tenured or probationary faculty member of the Division eligible to vote in the Division at the time of the meeting shall be eligible to vote in the recall election.
- E. Voting shall be by secret ballot. The ballot shall address the single issue of whether or not the Division Chair should be recalled.
- F. If two-thirds of the votes cast (excluding abstentions) favor recall, the recall shall be successful and the Division Chair shall be removed from the position immediately.

- G. The Election Supervisors shall tally the votes, record the results of the election and transmit them to the Dean who, in turn, shall submit the results to the CEO. If the Division Chair was recalled a special election to elect a new Division Chair shall be held within fifteen working days after the results of the election were received by the Dean.

- H. A recalled Division Chair shall not be eligible for the position of Division Chair for a period of three years following the end of the academic year during which the recall became effective.

APPENDIX [H]
COMPTON COMMUNITY COLLEGE DISTRICT
FACULTY SELECTION PROCEDURES

The hiring procedures set forth in this document are intended to be used to select faculty who will be employed by the Compton Community College District but assigned to perform service at the El Camino College Compton Center.

I. Definitions:

Unless expressly provided otherwise, the following definitions shall apply throughout this document:

- A. “Center” means the El Camino College Compton Community Educational Center.
- B. “CEO” means the District’s Chief Executive Officer and the CEO of the Center, or his or her designee.
- C. “District” means the Compton Community College District.
- D. “El Camino” means the El Camino Community College District.
- E. “Faculty Council” means the El Camino College Compton Center Faculty Council of the El Camino College Academic Senate.
- F. “Compton Senate” means the Academic Senate of the Compton Community College District.
- G. “Federation” means the Compton College Federation of Employees Certificated Unit.
- H. “Board” or “Board of Trustees” means the governing board of the Compton Community College District or the State’s Special Trustee acting on the Board’s behalf.
- I. “Division chair” means a faculty member elected to represent a division in connection with the formulation and submission of requests to hire new or replacement faculty, the development of complete and accurate job descriptions for use in hiring, and the identification of faculty to serve on hiring committees. While the District currently has division chairs, El Camino does not. Therefore, as used in these procedures, 'division chair' includes any divisional representative — such as a faculty coordinator or any similar title — that may be established to represent faculty in the divisions.

II. General Provisions:

- A. It is the policy of the District to employ faculty members who meet the State’s minimum qualifications, who are expert in their subject areas, who are skilled in teaching and serving a diverse student population, and who can foster overall educational

effectiveness. Selection and assignment of faculty to the Center shall be based solely on job-related factors relevant to a candidate's qualifications and capabilities.

- B. Because El Camino has the right to review a faculty member's qualifications and to determine if his or her assignment to the Center is an appropriate one, no formal offer of employment shall be extended to any candidate until the CEO, acting in his or her capacity as the Center's CEO under delegated authority from El Camino's Superintendent-President, has confirmed in writing that El Camino will accept the faculty member's assignment to the Center. If the CEO's authority to confirm El Camino's acceptance is revoked for any reason, no formal offer of employment shall be extended to any candidate until El Camino's Superintendent-President, or his or her designee, has confirmed in writing that El Camino will accept the faculty member's assignment to the Center.
- C. Everyone involved in a hiring procedure, but especially administrators and search committee chairpersons, should address the manner in which candidates will be kept informed of the progress of the search and the status of their candidacy throughout the selection process. The goal is to ensure that communication with candidates occurs in a timely and professional manner, and that all candidates are treated with respect, appropriate consideration, and an understanding that the process is not one sided — just as candidates are being evaluated as potential employees, they are evaluating what it would be like to work for the District.

III. Probationary (Tenure-Track) Faculty Hiring:

A. Requesting a Probationary Position

1. The need for probationary faculty positions will be cooperatively determined by representatives of the following: faculty of a division (including, but not limited to, the division chair), the Center's Faculty Council and other appropriate El Camino officials, and the CEO.
2. Formal requests to hire new or replacement faculty shall be submitted to a Hiring Prioritization Committee established by the Faculty Council no later than October of each academic year. Each request shall be based on projected student growth, enrollment trends and demographic changes; the ratio of part-time to full-time faculty in the department; FTE data for course sections taught by full-time faculty, part-time faculty, and full-time faculty on overload; the number of full-time positions that were filled, left vacant, or eliminated during the previous three years; FTES per FTEF data; and other relevant information.
3. The Faculty Council's Hiring Prioritization Committee ("HPC") shall be composed of two representatives of the Compton Senate, a representative of El Camino designated by the President of El Camino Academic Senate, and two administrators designated by the CEO.

4. By the end of November of each academic year, the HPC shall review all of the requests to hire new or replacement faculty and, based on that review, provide the Compton Senate and the CEO with a written recommendation regarding the order in which the requests should be approved and faculty recruitment efforts initiated.
5. If the Compton Senate concurs with the HPC's recommendation it shall promptly inform the CEO of that fact. If the Compton Senate does not concur, it shall promptly inform the CEO of the modifications it believes are necessary and the rationale for those modifications.
6. Based on the recommendation of the HPC, advice from the Compton Senate and other relevant factors (for example, the District's financial ability to afford the hiring of new or replacement probationary faculty), the CEO shall determine which recruitment efforts, if any, to initiate and shall inform all interested parties of his or her determination before the end of the calendar year.
7. Notwithstanding anything in this procedure to the contrary, if unanticipated events (e.g. unexpected programmatic needs, late resignation or retirement of a faculty member, or the death of a faculty member) warrant it, the CEO may initiate recruitment efforts to fill other faculty positions on a temporary or permanent basis after the determination made pursuant to the previous paragraph has been made and announced.

B. Beginning the Search Process

1. For each faculty position to be filled, the CEO shall establish a search committee consisting of:
 - a. Two tenured faculty members* from the subject area or a related area, one appointed by the Academic Senate and the other by the Federation, both in consultation with the division chair;
 - b. Two tenured faculty members* from outside the division appointed by the Faculty Council. To the extent practical, one of those faculty member's should be employed by Compton and the other by El Camino;
 - c. One administrator appointed by the CEO; and
 - d. One Equal Employment Opportunity Representative designated by the CEO, who shall be a non-voting member of the committee.

(*If tenured faculty members are not available to serve on a committee, the CEO may appoint qualified probationary faculty to serve in their place.)

2. Additional members may be added to the search committee if a majority of the members deems the addition to be appropriate. Additional members may include, but

are not limited to, representatives from a relevant advisory committee or employer group, or instructional assistants or other classified staff members who work with the division where the vacancy exists.

3. Once appointed, the search committee shall elect one of its members to serve as its chairperson. The role of the chairperson shall be to convene meetings of the committee, prepare meeting agendas, preside at committee meetings, and maintain a search file consisting of all of the documents and other materials that are relevant to the recruitment effort and that need to be preserved as a part of the process. The chairperson is also responsible for coordinating the committee's work and ensuring its completeness, as well as overseeing the committee's compliance with this hiring procedure and associated rules and regulations.
4. The chairperson, the administrator appointed by the CEO to serve on the committee, and the Equal Employment Opportunity Representative shall insure that each member of the committee receives appropriate training about the hiring process and his or her obligations as a committee member. Topics covered by the training shall include:
 - a. Discussion of District's commitment to equal opportunity, diversity, and student success
 - b. The search and selection process
 - c. The role of the search committee and the responsibilities of its members
 - d. Development of screening criteria
 - e. Writing effective interview questions
 - f. The role of the Equal Employment Opportunity Representative
 - g. Reference checking
 - h. Confidentiality
5. It is the obligation of the Search Committee to evaluate each candidate fully, impartially, and only in terms of the qualifications applicable to the position and made known as such to the candidates. Each committee member must disclose to the committee any facts that might reasonably render the committee member incapable of forming an unbiased opinion with respect to the candidates in question. Such disclosure may result in disqualification from participation on the committee. Reasons for disqualification would include, but are not limited to, any association with a candidate regarding financial or real property interests, blood or marital relationship, or any other circumstances that may render a committee member incapable of making an unbiased recommendation. In situations of self-disclosure, the committee chairperson has the responsibility of taking appropriate action following consultation with an appropriate human resources professional. In the event an apparent conflict of interest is discovered through means other than self-disclosure, appropriate actions may include, but are not limited to, reopening the position, exclusion of ratings of the relevant committee member, or censure for unprofessional conduct.

6. Each member of the search committee has a responsibility to protect the integrity and confidentiality of the process. Breaching the confidentiality of the process is a serious offense that risks harming candidates, the reputation of the faculty as a whole, and the institution. Under some circumstances, the individual who divulges confidential information could also be held personally liability for damages.

C Recruiting for the Position

1. Based on a job description prepared by the District's Office of Human Resources in consultation with the division chair, the search committee shall prepare a job announcement which, after being approved by the CEO, will be used in announcing the position. The job announcement shall describe at a minimum:
 - a. the duties and responsibilities the successful candidate will be expected to assume once he or she is employed;
 - b. the minimum qualifications for the position, which shall not extend beyond those established by the Board of Governors of the California Community Colleges;
 - c. the knowledge, skills and ability a successful candidate should possess; and
 - d. other desirable characteristics the search committee seeks to find in candidates including, but not limited to:
 - i. the ability to communicate and work effectively with people of diverse cultural and linguistic backgrounds; and
 - ii. sensitivity to individuals who come from diverse academic, socioeconomic, national and ethnic backgrounds, including those who have disabilities.
2. The search committee shall also develop a proposed recruitment plan that identifies both passive and active methods of recruiting the District should consider. (An example of a passive method is a simple distribution of the job announcement; active methods might include participation in a recruitment fair or faculty attendance at a relevant professional conference for the purpose of encouraging applications). Since the committee should anticipate that recruitment expenses will need to be limited, the plan should be practical and focused — it should emphasize economical ways to ensure broad awareness of the position among well qualified individuals and approaches that are most likely to attract desirable candidates.
3. At a minimum, information about the opening, and the job announcement itself, shall be:
 - a. posted on the District's web site and, if possible, those of the Center and El Camino;

- b. listed on the California Community Colleges Registry (www.ccregistry.org) for posting statewide;
 - c. distributed to relevant educational institutions, professional organizations, placement centers, and similar groups;
 - d. advertised in relevant publications;
 - e. distributed to division faculty and staff (as well as other relevant faculty) and to anyone in the appropriate discipline who has either submitted an employment application to the District or otherwise formally expressed interest in faculty employment with the District; and
 - f. disseminated in coordination with El Camino faculty recruitment efforts, if possible.
4. The time between the initial distribution of the announcement and the date on which the committee begins to review applications (the initial application submission date) shall be at least sixty days. However, the announcement shall note that the committee may continue to accept applications after the initial application submission date and that the position will remain open until filled.
 5. The District's Office of Human Resources shall review the job announcement for clarity, appropriateness of the qualifications and desirable characteristics listed, and overall compliance with this hiring procedure and applicable Equal Employment Opportunity guidelines. Once approved by the CEO, the final position announcement shall be published by the District.

D. Reviewing Applications and Identifying Candidates to Interview

1. To be considered as a candidate, all applicants must submit the following to the District's Office of Human Resources:
 - a. A cover letter summarizing the candidate's qualifications for the position;
 - b. A completed application for employment on a form specified by the District;
 - c. The names, addresses, and telephone numbers (or other appropriate contact information) of at least three references; and
 - d. Any other relevant information (for example a writing sample, a photographic or similar portfolio, or unofficial transcripts) specified in the job announcement.
2. Human Resources shall review each application for completeness and conduct a preliminary review of each applicant's possession of the applicable minimum qualifications. As soon as possible after the initial application submission date,

Human Resources will notify the chairperson of the search committee that the applications are available for the committee to review and inform the chairperson if any of the applicants fail to meet minimum qualifications or do not unambiguously meet minimum qualifications. If a candidate does not unambiguously meet minimum qualifications, the chairperson shall determine if Human Resources should seek more information from the candidate regarding his or her qualifications or if the candidate should be excluded from further consideration.

3. The search committee shall define the criteria it will use to review application materials and select candidates to be interviewed, however, each criterion must be based on the content of the job announcement. Candidates invited to an interview shall be those who, as determined by the search committee, best meet the qualifications for the position; possess the highest degree of knowledge, skill and ability relevant to the position; and most closely match the desirable characteristics specified in the announcement for the position. Meeting the State's minimum qualifications will not guarantee an interview, and the only candidates to be interviewed shall be those selected by the committee pursuant to this section.

E. Conducting the Interview

1. Before any interviews are commenced, the search committee shall prepare interview questions (including an appropriate follow-up procedure) and, for teaching faculty, a teaching demonstration. The committee may also develop other relevant skills or performance demonstrations (for example a writing exercise) to ensure a thorough assessment of the candidate's qualifications.
2. The search committee shall give candidates at least one week's notice of the date for an interview and, if relevant, the nature of any skills demonstration or other evaluation exercise the committee will require.
3. The search committee shall conduct the interviews using a rating system developed by the committee to evaluate candidate's responses. Individual committee members must be present at every interview to participate in the overall evaluation of candidates.
4. The Equal Employment Opportunity Representative will monitor the search committee's adherence to equal employment opportunity guidelines and requirements regarding appropriate questions and the evaluation of candidate responses.

F. Selecting Finalists

1. Every candidate the search committee selects as a finalist for the position should be an individual the committee, by consensus, believes is an acceptable candidate who can do the job well.
 - a. Ordinarily, the search committee should select at least three candidates for each position as finalists and forward their names to the CEO. If the committee selects fewer than three candidates as finalists, the committee shall explain its reasons for doing so and the CEO shall review the applications of all of the candidates the committee interviewed. After reviewing the committee's explanation and the relevant applications, the CEO may either:
 - i. refer the matter back to the committee with comments and a request for further review and reconsideration of its recommendation, or
 - ii. accept the candidates forwarded by the committee as the only finalists, or
 - iii. halt the selection process and, if he or she determines it is warranted, reopen the position.
 - b. In no event shall the committee select more than five candidates for each position as finalists.
2. The District's Office of Human Resources (with the assistance of the committee chair and other committee members, if appropriate) shall inquire into the background, qualifications and experience of each finalist by speaking with his or her references and others who are likely to have relevant information about the candidate's suitability for employment as a faculty member.
3. Following the reference checks, each of the finalists shall be interviewed by the CEO and, if he or she determines it is appropriate, any other administrator he or she designates. The CEO may also invite the chairperson of the search committee or, in the alternative, all of the committee members to sit in on the final interview, but if any of them accept such an invitation they must attend all of the final interviews.
4. The CEO may also develop relevant skills or performance demonstrations (for example, conducting all or part of an actual class session) that each finalist will be asked to complete
5. The CEO shall select the finalist to be recommended to the Board for appointment to the position.

G. Finalizing the Selection

At the conclusion of the process, the chairperson of the search committee shall collect the following documents and submit them to the Office of Human Resources in the order listed to formally conclude the search:

- A copy of the job announcement
- A roster listing the names and contact information of search committee members
- A copy of relevant applicant pool statistics
- The completed rating forms (or other screening instrument) each committee member used during the review of applications to determine which candidates to invite for an interview
- A copy of the interview questions, skills demonstration or other assessment materials used during the interviews
- Any documents or other materials that were produced or created by candidates or committee members in connection with any skills demonstration or other assessment activity
- A copy of all correspondence sent to candidates
- The original application materials submitted by each candidate in alphabetical order.

IV **Full-Time Temporary Faculty**

A. Requesting a Full-Time Temporary Position

1. The need for probationary faculty positions will be cooperatively determined by representatives of the following: faculty of a division (including, but not limited to, the division chair), the Center's Faculty Council and other appropriate El Camino officials, and the CEO.
2. Formal requests to hire a full-time temporary faculty member for one academic term, one academic year, or some other specified period may be submitted to the CEO by a dean at any time as the need arises. Each request shall be based on:
 - a. the need temporarily to replace a full-time faculty member on leave;
 - b. the unanticipated resignation or absence of a full-time faculty member; or
 - c. documented student enrollment growth or curriculum needs that can best be addressed by retaining a full-time temporary faculty member rather than a part-time temporary employee.
3. The CEO shall forward all requests to hire full-time temporary faculty members to a committee composed of a representative of the Compton Senate, a representative of El Camino designated by the President of El Camino Academic Senate, and an administrator designated by the CEO.

4. The committee shall review each request and make a recommendation to the CEO regarding the request. After reviewing the committee's recommendation, the CEO shall determine whether the request will be approved or not.

B Beginning the Search Process

1. For each full-time temporary faculty position to be filled, the CEO shall establish a search committee consisting of:
 - a. Two probationary or tenured faculty members from the subject area or a related area, one appointed by the Academic Senate and the other by the Federation, both in consultation with the division chair;
 - b. Two probationary or tenured faculty members from outside the division appointed by the Faculty Council. To the extent practical, one of those faculty members should be employed by Compton and the other by El Camino;
 - c. One administrator appointed by the CEO; and
 - d. One Equal Employment Opportunity Representative designated by the CEO, who shall be a non-voting member of the committee.
2. Additional members may be added to the search committee if a majority of the members deems the addition to be appropriate. Additional members may include, but are not limited to, representatives from a relevant advisory committee or employer group, or instructional assistants or other classified staff members who work with the division where the vacancy exists.
3. Once appointed, the search committee shall elect one of its members to serve as its chairperson. The role of the chairperson shall be to convene meetings of the committee, prepare meeting agendas, preside at committee meetings, and maintain a search file consisting of all of the documents and other materials that are relevant to the recruitment effort and that need to be preserved as a part of the process. The chairperson is also responsible for coordinating the committee's work and ensuring its completeness, as well as overseeing the committee's compliance with this hiring procedure and associated rules and regulations.
4. The chairperson, the administrator appointed by the CEO to serve on the committee, and the Equal Employment Opportunity Representative shall insure that each member of the committee receives appropriate training about the hiring process and his or her obligations as a committee member. Topics covered by the training shall include:
 - a. Discussion of District's commitment to equal opportunity, diversity, and student success
 - b. The search and selection process
 - c. The role of the search committee and the responsibilities of its members

- d. Development of screening criteria
 - e. Writing effective interview questions
 - f. The role of the Equal Employment Opportunity Representative
 - g. Reference checking
 - h. Confidentiality
5. It is the obligation of the Search Committee to evaluate each candidate fully, impartially, and only in terms of the qualifications applicable to the position and made known as such to the candidates. Each committee member must disclose to the committee any facts that might reasonably render the committee member incapable of forming an unbiased opinion with respect to the candidates in question. Such disclosure may result in disqualification from participation on the committee. Reasons for disqualification would include, but are not limited to, any association with a candidate regarding financial or real property interests, blood or marital relationship, or any other circumstances that may render a committee member incapable of making an unbiased recommendation. In situations of self-disclosure, the committee chairperson has the responsibility of taking appropriate action following consultation with an appropriate human resources professional. In the event an apparent conflict of interest is discovered through means other than self-disclosure, appropriate actions may include, but are not limited to, reopening the position, exclusion of ratings of the relevant committee member, or censure for unprofessional conduct.
 6. Each member of the search committee has a responsibility to protect the integrity and confidentiality of the process. Breaching the confidentiality of the process is a serious offense that risks harming candidates, the reputation of the faculty as a whole, and the institution. Under some circumstances, the individual who divulges confidential information could also be held personally liable for damages.

C. Recruiting for the Position

1. Based on a job description prepared by the District's Office of Human Resources in consultation with division chair, the search committee shall prepare a job announcement which, after being approved by the CEO, will be used in announcing the position. The job announcement shall describe at a minimum:
 - a. the duties and responsibilities the successful candidate will be expected to assume once he or she is employed;
 - b. whether the successful candidate will be employed in the position for one academic term, one academic year, or some other specified period;
 - c. the minimum qualifications for the position, which shall not extend beyond those established by the Board of Governors of the California Community Colleges;
 - d. the knowledge, skill and ability a successful candidate should possess; and

- e. other desirable characteristics the search committee seeks to find in candidates including, but not limited to:
 - i. the ability to communicate and work effectively with people of diverse cultural and linguistic backgrounds; and
 - ii. sensitivity to individuals who come from diverse academic, socioeconomic, national and ethnic backgrounds, including those who have disabilities.
2. The District's Office of Human Resources shall review the job announcement for clarity, appropriateness of the qualifications and desirable characteristics listed, and overall compliance with this hiring procedure and applicable Equal Employment Opportunity guidelines. Once approved by the CEO, the final position announcement shall be published by the District.
3. Information about the opening, and the job announcement itself, shall be posted on the District's web site and, if possible, those of the Center and El Camino, and distributed broadly in ways that are designed to ensure broad awareness of the position among well qualified individuals. The job announcement shall also be distributed to division faculty and staff (as well as other relevant faculty) and to anyone in the appropriate discipline who has either submitted an employment application to the District or otherwise formally expressed interest in faculty employment with the District.
4. The time between the initial distribution of the announcement and the date on which the committee begins to review applications (the initial application submission date) shall be at least thirty days. However, the announcement shall note that the committee may continue to accept applications after the initial application submission date and that the position will remain open until filled.

D. Reviewing Applications and Identifying Candidates to Interview

1. To be considered as a candidate, all applicants must submit the following to the District's Office of Human Resources:
 - a. A cover letter summarizing the candidate's qualifications for the position;
 - b. A completed application for employment on a form specified by the District;
 - c. The names, addresses, and telephone numbers (or other appropriate contact information) of at least three references; and
 - d. Any other relevant information (for example a writing sample, a photographic or similar portfolio, or unofficial transcripts) specified in the job announcement.

2. Human Resources shall review each application for completeness and conduct a preliminary review of each applicant's possession of the applicable minimum qualifications. As soon as possible after the initial application submission date, Human Resources will notify the chairperson of the search committee that the applications are available for the committee to review and inform the chairperson if any of the applicants fail to meet minimum qualifications or do not unambiguously meet minimum qualifications. If a candidate does not unambiguously meet minimum qualifications, the chairperson shall determine if Human Resources should seek more information from the candidate regarding his or her qualifications or if the candidate should be excluded from further consideration.
3. The search committee shall define the criteria it will use to review application materials and select candidates to be interviewed, however, each criterion must be based on the content of the job announcement. Candidates invited to an interview shall be those who, as determined by the search committee, best meet the qualifications for the position; possess the highest degree of knowledge, skill and ability relevant to the position; and most closely match the desirable characteristics specified in the announcement for the position. Meeting the State's minimum qualifications will not guarantee an interview

E. Conducting the Interview

1. The search committee shall give candidates at least one week's notice of the date for an interview and, if relevant, the nature of any skills demonstration or other evaluation exercise the committee will require.
2. The search committee shall prepare interview questions, skills demonstrations or evaluation exercises in advance. The preparation shall include an appropriate follow-up procedure to ensure a thorough assessment of the candidate's qualifications, and may include development of teaching demonstrations, writing exercises, or other performance demonstrations relevant to the position.
3. The search committee shall conduct the interviews using a rating system developed by the committee to evaluate candidate's responses. Individual committee members must be present at every interview to participate in the overall evaluation of candidates.
4. The Equal Employment Opportunity Representative will monitor the search committee's adherence to equal employment opportunity guidelines and requirements regarding appropriate questions and the evaluation of candidate responses.

F. Selecting Finalists

1. Every candidate the search committee selects as a finalist for the position should be an individual the committee, by consensus, believes is an acceptable candidate who can do the job well.
 - a. Ordinarily, the search committee should select at least three candidates for each position as finalists and forward their names to the CEO. If the committee selects fewer than three candidates as finalists, the committee shall explain its reasons for doing so and the CEO shall review the applications of all of the candidates the committee interviewed. After reviewing the committee's explanation and the relevant applications, the CEO may either:
 - i. refer the matter back to the committee with comments and a request for further review and reconsideration of its recommendation, or
 - ii. accept the candidates forwarded by the committee as the only finalists, or
 - iii. halt the selection process and, if he or she determines it is warranted, reopen the position.
 - b. In no event shall the committee select more than five candidates for each position as finalists.
2. The District's Office of Human Resources (with the assistance of the committee chair and other committee members, if appropriate) shall inquire into the background, qualifications and experience of each finalist by speaking with his or her references and others who are likely to have relevant information about the candidate's suitability for employment as a faculty member.
3. Following the reference checks, the CEO shall do one of the following:
 - a. Designate an administrator to interview each of the finalists and make a recommendation to the CEO about the finalists. If there are such interviews, the administrator may invite the chairperson of the search committee or, in the alternative, all of the committee members to sit in on the final interview, but if any of them accept such an invitation they must attend all of the final interviews.
 - b. Meet with the chairperson of the search committee or, in the alternative, the committee as a whole, regarding the finalists and to elicit the committee's recommendation about whom to recommend to the Board, if anyone.
4. The CEO shall select the finalist to be recommended to the Board for appointment to the position.

G. Finalizing the Selection

At the conclusion of the process, the chairperson of the search committee shall collect the following documents and submit them to the Office of Human Resources in the order listed to formally conclude the search:

- A copy of the job announcement
- A roster listing the names and contact information of search committee members
- A copy of relevant applicant pool statistics
- The completed rating forms (or other screening instrument) each committee member used during the review of applications to determine which candidates to invite for an interview
- A copy of the interview questions, skills demonstration or other assessment materials used during the interviews
- Any documents or other materials that were produced or created by candidates or committee members in connection with any skills demonstration or other assessment activity
- A copy of all correspondence sent to candidates
- The original application materials submitted by each candidate in alphabetical order.

H. Emergency Hires

Notwithstanding anything in this procedure to the contrary, the CEO may, after consulting with the President of the Compton Senate, initiate an abbreviated recruitment effort (to the extent possible utilizing existing recruitment pools for faculty) and fill a faculty position on a full-time temporary basis when the position needs to be filled urgently because of unforeseeable programmatic needs, or the late resignation, retirement, or death of a faculty member.

V **Part-Time Temporary Faculty**

The goal of every hiring process is to select the qualified candidate who best meets the needs of the institution and its students. That proposition applies to part-time faculty hiring as much as it does to full-time faculty hiring since the District cannot accomplish its mission without a diverse part-time faculty who are dedicated to student success. In addition, employment as a part-time faculty member can often enhance an individual's resume and strengthen his or her candidacy for a probationary position. As a result, the District is committed to an open and inclusive hiring process that provides a fair opportunity for all qualified candidates to apply and be considered.

A. Recruitment

1. At least six weeks before the beginning of each academic term, the Dean of each division shall identify disciplines in which additional part-time faculty may be needed and forward a list of potential part-time temporary teaching opportunities for new hires to the District's Office of Human Resources.
2. Using information about potential part-time temporary teaching opportunities received from the Deans, Human Resources shall develop and maintain a recruitment pool consisting of a diverse group of likely applicants for part-time temporary faculty positions.
3. Development of the recruitment pool shall begin with the publication of an announcement that identifies the disciplines in which additional part-time faculty may be needed and lists:
 - a. the minimum qualifications for each subject area, which shall not extend beyond those established by the Board of Governors of the California Community Colleges;
 - b. the knowledge, skill and ability successful part-time temporary faculty should possess; and
 - c. other desirable characteristics including, but not limited to:
 - i. the ability to communicate and work effectively with people of diverse cultural and linguistic backgrounds; and
 - ii. sensitivity to individuals who come from diverse academic, socioeconomic, national and ethnic backgrounds, including those who have disabilities.
4. To be included in the District's recruitment pool, an individual must submit a completed employment application to Human Resources; the names, addresses, and telephone numbers (or other appropriate contact information) of at least three references; and transcripts that reflect his or her possession of the applicable minimum qualifications. (Unofficial transcripts will be accepted for inclusion in the recruitment pool, but cannot replace official transcripts, which must be submitted before an individual is actually employed as a faculty member.)
5. Before including an individual in the recruitment pool, Human Resources shall review his or her employment application for completeness and conduct a preliminary review of the individual's possession of the applicable minimum qualifications. If the employment application is incomplete, or if the individual does not appear to meet the applicable minimum qualifications, the application shall be returned to the individual with an appropriate explanation and, if relevant, a request for further information. If the employment application is complete, but the individual does not appear

unambiguously to meet minimum qualifications, Human Resources shall place a prominent notation on his or her application that will alert subsequent reviewers to the problem and highlight the nature of the concern.

6. Once included in the recruitment pool, an individual shall be considered as an active member of the pool and an applicant for part-time temporary faculty positions for a period of two years.

B. Screening and Selection

1. The Dean (or his or her designee) and the division chair (or at least one probationary or tenured faculty member) shall review the applications of all active members of the recruitment pool who possess the minimum qualifications needed and, based on the particular needs of the division or program and the students to be served, invite the best qualified applicants to an interview.
2. While the interviews shall be conducted by the Dean (or his or her designee) and the division chair (or at least one probationary or tenured faculty member), the interview committee does not need to be composed of the same individuals who selected the applicants to be interviewed. In any case, the interview committee shall prepare interview questions in advance, and may include development of teaching demonstrations, writing exercises, or other performance demonstrations relevant to the position.
3. The Dean shall select the applicant or applicants to be recommended to the CEO for employment as part-time temporary faculty, but he or she shall refrain from making any formal offers of employment until the CEO has approved the action and confirmed that El Camino will accept the faculty member's assignment to the Center.

C. Emergency Hires

Notwithstanding anything in this procedure to the contrary, the CEO may authorized the Dean to initiate an abbreviated recruitment effort to hire a part-time temporary faculty member when an assignment must be filled urgently to meet program or service needs and no active member of the recruitment pool who is qualified for the assignment is available.

VII Assignment of El Camino College Employees to Perform Faculty Service Normally Assigned to Compton Faculty

A.B. 318 and the agreement between the District and El Camino under which the Center was established both provide that El Camino shall have the primary right to direct the activities of employees assigned to provide educational and student support services at the Center, consistent with Compton's role as the employer of those individuals. Nevertheless, the District and the Compton Senate acknowledge that, from time to time, it might be appropriate to have El Camino employees perform faculty service at the Center for a limited time under clearly defined circumstances. Examples might include: filling the need for special expertise at the Center when well qualified faculty who possess that expertise are not otherwise available for employment by Compton, or effecting a voluntary faculty exchange between El Camino and Compton, or implementing a new program or curriculum jointly developed by faculty at the Center and the main El Camino campus. For that reason, the District adopts the following procedure:

After consulting with the President of the Compton Senate, the CEO may approve a request to have an El Camino employee voluntarily perform faculty service at the Center if:

- A. He or she determines that there is a genuine need for the El Camino employee's service and that the request is based on one or more of the following:
 1. A need for special expertise not otherwise available to the Center as demonstrated by documented efforts to recruit a qualified faculty member without success; or
 2. The existence of a faculty exchange agreement requiring the service; or
 3. An action to facilitate a special project, new program or curriculum development initiative that is a joint effort between an El Camino faculty employee and a Compton faculty employee; or
 4. Other circumstances that constitute good reason for the approval so long as the CEO and President of the Compton Senate both agree that the circumstances are uncommon and that they justify the approval. The agreement of the CEO shall be documented in writing.
- B. The approval limits the use of the El Camino employee's services at the Center to a specified period not to exceed one academic year.
- C. The El Camino employee is provided with a written reminder that El Camino will remain responsible for his or her salary and benefits and that, by law and contract, "any El Camino employee who provides services at the Center shall remain an employee of El Camino and shall not be deemed to be an employee of Compton nor shall any such employee gain any status with Compton for any purpose."

APPENDIX [I]
MEMORANDUM OF UNDERSTANDING

Administrators who have served as District faculty members will receive credit for years of service while employed as an administrator and the credit will be counted on the faculty salary schedule. For example, if a person served as a faculty member for 10 years and went into Administration for 5 years, his/her salary placement would increase by five steps if he/she returns to a faculty position as a full-time faculty member. In order to qualify, one must have served in the faculty prior to becoming an administrator.

APPENDIX J

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE COMPTON COMMUNITY COLLEGE DISTRICT
AND THE COMPTON COMMUNITY COLLEGE FEDERATION OF EMPLOYEES
(CERTIFICATED UNIT)**

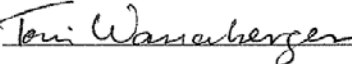
February 9, 2009

This Memorandum of Understanding ("MOU") is entered into on February 9, 2009 between the Compton Community College District ("the District") and the Compton Community College Federation of Employees, Certificated Unit ("the Federation").

WHEREAS, in light of AB 591, amending Education Code Section 87482.5, it is hereby agreed that effective January 1, 2009, the term "Part-Time Temporary" refers to faculty employed for not more than 67 percent of the hours per week considered a full-time assignment for regular employees having comparable duties. Service in professional ancillary activities by persons employed as "Part-Time Temporary," including, but not necessarily limited to, governance, staff development, grant writing, and advising student organizations, shall not be used for purposes of calculating eligibility for contract or regular status.

Date: February 9, 2009

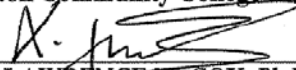
**For the Compton Community College Federation of
Employees (Certificated Unit)**

By: 

Name: TONI WASSERBERGER
President, CCCFE (Certificated)

Date: February 9, 2009

For the Compton Community College District

By: 

LAWRENCE M. COX, Ph.D.
Provost/CEO
Compton Community College District