

ARTICLE 10. WORKLOAD

10A. General Provisions

The intent of this Article is to assign faculty to fair and equitable workload assignments which will best serve the students of the Chabot-Las Positas Community College District. Its objective is to maximize educational opportunities for students.

- 10A.1 The District Management shall, in consultation with the District Enrollment Management Committee, plan the District's operations so that the weekly student contact hours (WSCH) per academic year per full-time equivalent faculty (FTEF), at initial enrollment, shall be 525. Individual assignments may vary in terms of Weekly Student Contact Hours according to contractual standards referred to herein.
- 10A.2 The assignment of each unit member will be made by the District with due regard for such factors as number and nature of preparations, teaching experience, clerical-technical and para-professional assistance provided.
- 10A.3 Managers may not perform unit member duties if any qualified unit member is available.
- 10A.4 The District shall negotiate matters impacting working conditions.

10B. Experimental Assignments

Specific Assignments to permit experimentation, institutional research, and related matters may be authorized by the District. During the period of experimentation, a written agreement between the instructor and the District will prescribe the load with other considerations, such as anticipated outcomes, planned evaluations, time restrictions and fiscal implications. After the period of experimentation, the load will revert to the standards prescribed by this Article. All such agreements will be kept on file in the College's Office of Academic Services and the appropriate division ~~or college office~~, available for review by the faculty member, and will be subject to review and renewal each year by mutual agreement. A copy of the Agreement will also be sent to the Faculty Association.

10C. Faculty Assignments

The instructional load of a full-time unit member shall be thirty (30) A Hour units or their equivalent per academic year.

Unit members initially hired to teach in a certain specific discipline, which shall be considered their primary discipline, shall have the right to assignments to fulfill their full-time service obligation, as defined in section Article 10D.1, before unit members who are qualified to teach within the discipline but for whom it is not their primary discipline.

- a. Rotational Seniority within the teaching specialty shall be used for scheduling up to this thirty (30) unit full-time service obligation if requested by a Contract or Regular unit member. "Rotational Seniority" for this purpose means that if two or more discipline faculty unit members request a particular assignment in their primary discipline as fulfillment of their full-time service obligation, then the assignment shall

go to the unit member for whom it has been the longest period of time since they last received it. Unit members requesting Rotational Seniority shall do so in writing, to their dean, at or before the time that principal assignments are selected for the upcoming term.

- b. In the event that a unit member is under-loaded, not able to achieve a load equal to a full-time service obligation in their primary discipline because not enough assignments are available in their primary discipline, that unit member shall be eligible to take assignments for load in another discipline ~~a secondary discipline~~, for which ~~they~~ the unit member meets minimum qualifications ~~(secondary discipline— see definition in Article 1).~~ Under normal circumstances, the unit member for whom it is a secondary discipline shall receive load in that discipline after the primary members of that discipline have completed scheduling of their full-time load obligations, but before any assignments in that discipline are taken for overload, or offered to retirees or Part-time (Adjunct) unit members.
- (1) In the event that a unit member is under-loaded due to the cancellation of an assignment, and that unit member has an overload assignment in a secondary discipline, that unit member shall be eligible to convert that assignment from overload to regular load to meet their full-time service obligation.
- (2) ~~By mutual consent of the Vice President of Academic Services and the unit member who is qualified to teach in more than one discipline, a unit member may fulfill his or her full-time service obligation with assignments from more than one discipline, even when there are assignments available in their primary discipline.~~ Notwithstanding the above, a unit member may fulfill a portion of his or her full-time service obligation with assignments in a secondary discipline for which he or she is qualified, even when a full teaching load is available in the primary discipline. In this case, assignments in the secondary discipline shall require mutual consent of the unit member, the Vice President of Academic and/or Student Services, the affected Division Dean(s), and the faculty in both the unit member's primary and secondary college-specific disciplines.

10C.1 Full-service Week

A full-service week usually has a full instructional, counselor, librarian or special assignment week of the Academic Calendar unless prior arrangements are agreed to in writing by authority of the Dean. These prior arrangements may include a four day scheduled assignment, if the appropriate Vice President certifies that the schedule is consistent with the Discipline Plan ~~developed by~~ submitted to the Enrollment Management Committee. It is understood that all unit members are accountable for committee and required meetings on days other than their scheduled assignment days if they have less than a five day on-campus assignment.

10C.2 Final Examination Week

The Final Examination Schedule will replace the regular assignment of teaching faculty during the final examination days. Instructors with 100% Contract, Regular and Temporary status shall post five (5) office hours with no more than

two (2) office hours in any one day except when rescheduled by their Dean, and shall otherwise advise their Dean of their whereabouts on campus by a written schedule. Counselors will hold eighteen (18) scheduled counseling hours during final examination week except as their administrator may make adjustments. Librarians and Special Assignment faculty will provide their full service week during final examination week except the last day of finals which shall be four (4) hours. For faculty members with Contract, Regular or Temporary status teaching less than a 100% load, a proportionate assignment will be served in each instance. (See [Section Article 10D.3a.](#))

A final examination or course-related culminating activity will be given in each course during the final examination week. The final examination or course-related culminating activity is planned to be two hours in duration.

With the approval of their Dean, unit members holding final examinations in locations other than those scheduled, shall give written prior notification to their Dean five (5) working days prior to the scheduled final examination time.

~~No more than ten (10) days in any academic year excluding weekends shall be devoted to final examinations. If no final examination is given, other class activities shall be held during the period scheduled for the final examination.~~

10C.3 Alternative Duty

The An alternate duty assignment shall be any assignment of duties which are not part of the conventional faculty assignments as instructors, counselors, or librarians. Alternate duty assignments shall be on the basis of 2.5 weekly hours per one (1) CAH, though it is understood that such assignments subsume one (1) weekly hour of professional activities (as described in Article 10D.3c) for every three (3) CAH allotted.

Unit members shall be evaluated on their alternative duty assignment by the negotiated form for this purpose (see Appendix TBD).

The provisions below do not apply if the unit member's primary assignment involves duties as a coordinator or Special Assignment (See Article 10D.1f.)

Alternate duty assignments for instructional, counseling, and librarian faculty which include four (4) or more CAH per semester shall be made on the following basis-of:

- a. ~~rotating~~ The opportunity to perform these tasks shall be reopened every three (3) years, unless the Faculty Association and District agree to the length of the assignment, with the understanding that one unit member cannot serve in an alternative duty assignment for more than three (3) academic years without reapplying.
- b. ~~unit members shall enter candidacy for each assignment based upon their application for the position with the appropriate administrator;~~ Notification of available positions shall be announced by October 1, with an application deadline of October 31. A single list for each college will be coordinated and sent out from the Office of Academic Services that includes a list of all assignments and assignment descriptions, and qualifications. If new

alternative duty opportunities become available mid-year, the Division Dean or appropriate administrator will follow the process outlined in this section.

- c. The appointment to any assignment shall be through the use of a job posted assignment description and the normal District selection process for internal appointments Internal Review Committee which will make its recommendation to the Division Dean or appropriate administrator. The Division Dean or appropriate administrator will coordinate the process. The assignment description will include a statement of assigned duties, responsibilities, expectations, and qualifications. The posted assignment description shall be distributed via email, faculty mailboxes and a hardcopy posted in Division offices and other appropriate locations on campus.
- d. The Internal Review Committee will be comprised of two faculty representative(s) from appropriate or related discipline(s), one representative from the Academic Senate, and one representative from the Faculty Association, and a Division Dean or other appropriate administrator. The Internal Review Committee shall give serious consideration to “rotating” the alternative duty assignment to other qualified candidates;

10C.4 Specific Reassign Time Provisions

a. Faculty Senate Presidents and Academic Committee Chairs

The Chairpersons of the Academic Senates shall receive seven and one half (7.5) CAHs of Release Reassign Time for each semester of active service, funded by the District. In addition, during the Academic Year, the District shall provide twenty five (25) hours per month clerical support to the Academic Senates at each campus for the performance of duties including the transcription and preparation of meeting minutes, maintenance of the Senate website, and making copies of Senate materials.

The Chairpersons of the college Curriculum Committees, SLO Coordinators, and Program Review Chairs shall each receive two (2) CAH of Reassign Time for each semester of active service, funded by the District. Notwithstanding, each college may augment this allocation.

b. Release Time Study

Discipline and Program Coordinator Reassign Time

The District and Faculty Association will conduct a study to develop a consistent District-wide standard for the assignment of Release Time according to size of program(s), FTEF, workload and other factors agreed to by the District and the Faculty Association model for the funding of Reassign Time at the colleges.

10D. Workload Assignments for Contract, Regular and Temporary Faculty

a. *Dual College Service for Load*

Unit members can achieve their full time service obligation (full load) by teaching at both colleges by the mutual consent of the unit member and appropriate Vice-President at each college.

b. *Minimum Qualifications*

Contract and Regular unit members shall receive full load assignments and opportunities for overload and summer assignments in their primary discipline. (See [Sections Articles 10D.10-11.](#)) Minimum Qualifications shall be used to determine overload and Summer Session assignment eligibility and to augment a load assignment if it is under-loaded.

c. *Application of Load to Summer Session Assignments*

If there will be no adverse effect on students or programs during the regular academic year and if mutually agreed upon by the unit member and appropriate Vice President, up to two Summer Session assignments can be counted toward the academic year load requirement. If Summer Session assignments count toward academic year load requirement, then the unit member shall be credited this entire load amount resulting in a reduced load during the academic year immediately subsequent to the agreed-upon Summer Session assignment(s) at the unit member's discretion. Notwithstanding, the unit member will fulfill all of his or her professional obligations during the academic year, commensurate with a full load. This provision applies to Regular unit members only. (See Appendix: [Summer Assignment: Form for Load Credit.](#))

The effect on the unit member's sick leave balance and office hour obligation shall be as described in section 17E.

d. *Primary Workload Requirement*

A faculty member's primary workload requires that he or she carry out the following:

- (1) Remain current in his or her discipline(s) particularly in the areas of instruction;
- (2) Read and implement the research on the craft(s) of instruction, counseling and librarianship as appropriate;
- (3) Prepare lectures, develop laboratory exercises, create examinations, create media, perform assessments of and grade student performances, and perform other related academic work.

10D.1 *Primary Assignment Hours*

The full-time service obligation (load obligation) is 30 teaching units of Calculated A Hours (CAH) per year, averaging 15 CAH per semester, or the equivalent as defined herein.

a. **Faculty Lecture Hour A is 1.00.**

Faculty Hour A has a teaching unit value equal to an hour for hour equivalence between assigned weekly lecture hours and faculty teaching units (*e.g.*, three (3) weekly lecture hours equals three (3) ~~teaching units~~ CAH.) Such hours are typically known as lecture hours and ~~assume two hours of student homework~~ presume one (1) hour of preparation and grading for each hour in class. ~~Faculty Hour A provides a full academic year load of 30 hours.~~

b. **Faculty Laboratory Hour B is calculated at either 0.56, 0.75, or 0.80, or 0.875 of Faculty Hour A and includes the following:**

(1) **Faculty Hour B.1 at 0.75** is a classroom teaching hour in technical laboratories, clinics, studios, physical education activities, ~~music~~ practice and performance classes, auxiliary supported individualized learning centers, and individualized instruction for credit apportionment, and other lab settings not included below.

(2) **Faculty Hour B.2 at 0.80** is an hour of line-of-sight supervision of Nursing students in a hospital setting that is accounted for through positive attendance and the following courses: Dental Hygiene 57, 71A, 71B, 74B, 81A and 81B. Effective Fall Semester, 2010, Faculty Laboratory Hour B.2 is also assignable to laboratory hours, in any discipline, in which it is shown that (a) continual line-of-sight supervision needed for safety reasons, and (b) the level of grading or evaluation of student work, necessitate a level of instructor involvement that significantly exceeds that normally expected for laboratory courses. Additional Courses approved for Faculty B.2 are as follows:

- Courses common to both colleges: Anthropology 1L, Biology 10, Biology 31, Biology 50, Physiology 1, Chinese 1AB, Chinese 50ABCD, Japanese 1AB, Japanese 50ABCD, Italian 1AB, Italian 2AB, Italian 50AB, French 1AB, French 2AB, French 50ABCD, Spanish 1AB, Spanish 2AB, Spanish 50ABCD, Astronomy 30, Physics 2AB;
- Chabot College Course: Environmental Science 11
- Las Positas College Courses: Computer Information Systems 54, Computer Information Systems 55, Computer Information Systems 57, Physics 10L, Botany 1.

(3) **Faculty Laboratory Hour B.3 at 0.875** is a laboratory classroom teaching hour for courses that, in addition to meeting the standards described above for Faculty Laboratory Hour B.2, involve grading a minimum level of “professional quality” lab reports (or the equivalent) as demonstrated by (a) grading criteria specified in the course outline of record, and (b) a written Discipline Standard that details how the course meets this requirement. Courses approved for Faculty Hour B.3 are as follows:

- Courses common to both colleges: Chemistry 1A, Chemistry 1B, Chemistry 12A, Chemistry 12B, Chemistry 30A, Chemistry 30B, Chemistry 31, Anatomy 1, Microbiology 1;
- Chabot College Courses: Chemistry 5, Chemistry 8, Biology 2AB, Physics 4ABC;
- Las Positas College Courses: Geology 1L, Physics 8 ABC, Physics 8D, Biology 1, Zoology 1.

(4) The District and Faculty Association shall meet annually to negotiate any further proposals for increased load for selected laboratory based courses. Specific guidelines on how disciplines may establish eligibility of their courses for Faculty Hour B.2 or Faculty Hour B.3 are set forth in Appendix 10D.1.

(5) **Faculty Hour B.NC at 0.56** (effective Fall Semester, 2012) is a tutorial hour in an individualized learning center, or for instruction in other situations that generate exclusively Non-Credit FTES.

The 0.56 load factor, above, does not apply to instruction that falls under the definition of “Enhanced Non-Credit” for apportionment purposes. If such courses are offered by either college in the future, load values and associated pay rates shall need to be negotiated by the District and Faculty Association.

~~(3) The District and Faculty Association will conduct a pilot study of selected laboratory based disciplines to develop consistent District-wide standards for load and laboratory support (B hours). The mutually agreed to standards and their implementation will be negotiated and their findings implemented by Fall 2007.~~

c. **Faculty Hour C is calculated at either 1.17 or 1.25 of Faculty Hour A.**

(1) **Faculty Hour C.1** is a classroom teaching hour of 1.17 of Faculty Hour A with a class size of 25 students for the following courses: English 110A, B, C, D, English 11, 12, 13; Mass Communication 1, 2, 3; ESL 131A & B; ESL 121 A&B; ESL 24 and 25. ~~(The class size at LPC for these courses will remain at the current (2005-06) levels for the 2007-08 academic year. Thereafter, the class size will be 25 students. The load factor will be implemented during the 2007-08 academic year.)~~

(2) **Faculty Hour C.2** is a classroom teaching hour of 1.25 of Faculty Hour A with a class size of 27 students for the following courses: English 1A, 3, 4, 7, 52A, 52B, 70, 101A, 101B, 102.

(3) **Faculty Hour C.3** is a classroom teaching hour of 1.25 of Faculty Hour A for the following courses: English 100A, 100B and 104.

d. **Counseling Faculty Hour D** is calculated at ~~.56~~ 0.60 of Faculty Hour A, ~~i.e., twenty-seven (27)~~ based on twenty five (25) scheduled hours per week. Workload requirements are described in greater detail in Section Article

10D.4. Faculty Hour D is a scheduled hour of assignment in counseling or advising for general students and/or special programs. If a Full-Time, Regular counselor's assignment includes the coordination of a related program, the hours spent on this coordination will be calculated as D Hours, with the understanding that these hours do not count towards the counselor's other obligations. The counselor will be required to maintain his or her ~~three~~ ~~(3)~~ ~~haison~~ five (5) hours of professional counseling faculty activities weekly and five (5) professional activity hours weekly. (See Article [10D.3.c](#))

- e. **Library Faculty Hour E** is calculated at ~~.40~~ 0.50 of Faculty Hour A, based on thirty (30) scheduled hours per week. Workload requirements are described in greater detail in ~~Section~~ Article 10D.5. If a Full-Time, Regular librarian's assignment includes the coordination of a related program, the hours spent on this coordination will be calculated as E Hours, with the understanding that these hours do not count towards the librarian's other obligations. In addition, the librarian will be required to ~~fulfill his or her other professional activities~~ maintain his/her two and one half (2.5) hours of professional library faculty activities weekly and five (5) professional activity hours weekly. (See Article [10D.3.c](#))
- f. **Special Assignment Faculty Hour F** is calculated at 0.40 of Faculty Hour A, and is an hour of special assignment that is different from the duties of [Sections Articles 10.D.1a-e](#), above. Such duties may involve coordination of programs, projects, research, faculty and staff development. Any fraction of the primary teaching assignment assigned to the F Hour will be subtracted proportionately from the total assignment. The F Hour does not apply to counseling and library faculty who are performing coordinator duties as part of their regular load.
- g. **Definition of Hours.** Teaching hours consist of 50 minutes; counseling, librarian, and specific assignment hours are 60 minutes. Faculty shall conduct class during scheduled class hours as specified in the class schedule.
- h. **Distance Education.** All Distance Education courses being taught for the first time by a particular instructor or being taught in a Distance Education format for the first time or being taught for the first time in either of the colleges must be submitted for approval to the Curriculum Committee and any additional committee as required by the college.

10D.2 Specific Assignment Hour Definitions

- a. **Work Experience Credit.** One unit of Faculty Hour A credit is given for every ten (10) students in supervised, on-the-job training (courses currently number 95). Work experience seminar hours (courses currently number 96) are credited as Faculty Hour A.
- b. **Internships.** One unit of Faculty Hour A credit is given for every ten (10) students in supervised, on-the-job training (courses currently number 95). Work experience seminar hours (current number 96) are credited as Faculty Hour A.

- c. **Service Learning.** One (1) unit Faculty Hour A credit is given for a weekly one (1) hour lecture in which the class discusses issues in the community, receives training, and participates in reflection activities on their volunteer experience. In addition, 0.75 units CAH is given for every ten students participating in the fieldwork “community service” segment of the course. If an instructor supervises field work for one academic year and the total number of students totaling reaches ten (10) or more, then the instructor will receive 0.75 CAH as described above.
- d. **Speech and Drama Public Performance Courses.** These courses are credited as Faculty Hour A for the maximum number of units available to students.
- e. **Team Teaching.** If more than one instructor is assigned to a class, the instructors will apportion the load credit unless sections are combined to produce a proportionate increase in class size. In multiple team teaching where more than one instructor is assigned to teach and be present in the class, load credit shall be given according to the time each is assigned and present in the class.
- f. **Colloquium.** A Colloquium is a group of students that meet with an instructor to consider ideas or documents of continuing importance, or a special topic. A Colloquium involves a contract between the unit member and the appropriate Dean and Vice President.

~~Faculty Hour A credit is given for Colloquia.~~ Individual faculty members may request up to one Colloquium per semester for faculty load credit as part of their workload obligation. Colloquium credit is granted at the rate of one (1) unit of Faculty Hour A credit for every ten (10) students. ~~If an instructor has an academic year long Colloquium and the total number of students reaches ten (10) then Colloquium credit will be granted~~ one-half (0.5) CAH for every six (6) students. A Colloquium may last one or more semesters, however the load credit each semester will be based on the number of students enrolled at census that term. (see Appendix: [Colloquium: Request to Offer](#)).

- ~~g. **Instructor of Record.** An instructor of record for courses requiring the organization of such matters as speakers, special arrangements, and positive attendance may receive up to a total of four hours of pay in the semester in addition to any compensation for teaching performed in the course, as determined by the Vice President, in consultation with the CEMC.~~

10D.3 Other Assignment Hours

- a. **Office Hours.**
 - (1) **Obligation.** Full-time unit members whose load is 100% teaching shall have five (5) scheduled office hours per week during the academic year. Faculty whose teaching load is distributed between teaching and other duties in a given semester is less than 100% shall have their office hours obligation reduced proportionately to their teaching assignment at the ratio of one (1) office hour for each every three (3) CAH of instruction. For instance, if a full time unit member’s

~~load obligation is 60% teaching and 40% release~~ teaching load is nine (9) CAH, then the unit member shall have three (3) scheduled office hours per week during ~~the academic year~~ that semester.

If the unit member's teaching load up to 15 CAH is not divisible by three (3) CAH, then he/she shall serve half of the remaining office hour if the remainder is 1.5 CAH or less. If the remainder is greater than 1.5 CAH, the unit member shall serve the full office hour.

Example:

Teaching load of 10 CAH equals 3.5 office hours per week.

Teaching load of 11 CAH equals 4 office hours per week.

- (2) **Summer Session.** ~~Unit members shall receive one (1) hour per week in accordance with [Article 17C.3](#) of this Agreement during the Summer Session. Summer Session office hours shall be compensated according to [Article 21G.1d](#). Office hours apply to faculty who teach, at the rate of one (1) office hour each week for three (3) CAH of instruction. See Section Article 17D (Summer Session Office Hours)~~
- (3) **Procedures.** Office hours which begin the first week of classes shall be full academic hours (50 minutes) and shall be held between ~~7:00 8:00~~ 8:00 a.m. and ~~4:30 5:00~~ 5:00 p.m. unless approved by the Dean with not more than two (2) office hours in any one day or night for ~~full-time classroom assigned~~ faculty whose load is 100% teaching. When an instructor is assigned to classes at or before 8:00 a.m. or at or after 4:30 5:00 p.m. as part of his/her regular load, a proportionate amount of that instructor's office hours may be scheduled before 8:00 a.m. or after 4:30 5:00 pm. A minor portion of the total number of office hours may be of twenty-five (25 minutes) duration. Hours less than fifty (50) minutes and any exceptions to this Section must have prior approval of the Dean. Office hour schedules must be submitted to the Division Dean by the first day of classes and posted outside each faculty office. Office hours shall be stated in the instructor's class syllabus.
- (4) **Impact Effect of Leaves.** Regular faculty who are on Leave and who teach on a Part-Time (Adjunct) basis during the Leave may schedule paid office hours according to the provisions of [Article 18J.4-6](#).
- (5) **Distance Education Courses.** If the primary mode of instruction of a course is via Distance Education, the instructor may conduct the required office hour for such course via Distance Education (see [Article 10F](#) for Distance Education definition). Up to a maximum of three (3) such office hours per week for those instructors providing sixty percent (60%) or more of instructional load via Distance Education are permitted. Distance Education office hours shall be posted on-line and outside the instructor's office.
- (6) **Split Assignments.** Any unit member who has a split assignment between the two college campuses shall conduct office hours at each campus in proportion to their load at each campus. Notice of office

hours and their location shall be posted outside each office and filed with the Dean. Office hours shall be stated in the class syllabus.

- b. **Two (2) Required College Hours or Other Forums.** The colleges may institute College Hours or some other forums to enable all faculty, administrators, and students to be able to meet with the Chancellor, Vice Chancellors, Presidents, Faculty Senate, Faculty Association, ~~and/or~~ divisions, sub-divisions, and/or college-wide committees on a regular basis. Full-time unit members will make themselves available for meetings during these times, and such meetings shall be deemed part of the five (5) required Professional Activity Hours described in section (c) below.

(See Appendix: [MOU: College Hour MOU](#)).

- (1) **Required Division and “Town Hall” Meetings.** Pursuant to this provision, the colleges may schedule standing monthly division and/or “town-hall” meetings. Full-time faculty shall be required to attend such meetings.

- c. **Five (5) Required Professional Activities Activity Hours.** ~~All Contract, Regular and Temporary unit members will: (1) attend and participate in faculty meetings, division meetings, subdivision and/or task force meetings, Chabot College Hour, Las Positas Town Meetings; (2) hold memberships in the Faculty Senates, College/District standing committees, College/District ad hoc committees and/or student clubs or activity advising from time to time; (3) participate in orientation, commencement, and staff development activities; (4) participate in special responsibilities that may be appropriate to a particular faculty assignment such as attendance at advisory committee meetings, contacts with other educational institutions, organizations, businesses or industry; (5) participate in program and subject area improvement tasks such as revising and developing curricula, program review, articulation, and mentoring students, non-tenured and Part time (Adjunct) faculty; (6) meet deadlines in submittal of grades and census reports; and (7) faculty may also participate in outreach activities to other educational segments and the community. Professional activities listed in this Section shall be considered to represent an additional five (5) hours per week. All Contract, Regular and Temporary unit members will participate in activities including the following:~~

- (1) attend and participate in faculty meetings, division meetings, subdivision and/or task force meetings, Chabot College Hour activities and/or Las Positas Town meetings;

- (2) hold memberships in the Faculty Senates, and/or College or District committees;

- (3) participate in program and subject area improvement tasks such as program review, accreditation, articulation, and mentoring non-tenured and Part-time (Adjunct) faculty;

- (4) meet deadlines in submittal of grades and census reports.

In addition to the activities listed above, as part of the five (5) weekly professional hours, unit members may also take part in activities including but not limited to:

- (5) staff development activities outside of flex days;
- (6) special responsibilities that may be appropriate to a particular faculty assignment, such as attending advisory committee meetings, or maintaining contacts with other educational institutions, organizations, businesses or industry;
- (7) advising student clubs or activities, or other student mentoring;
- (8) outreach activities to other educational segments and the community;
- (9) tasks related to the coordination of a program or discipline, that are not otherwise compensated through Reassigned Time.

When the unit member has assignments for load in more than one division, it is understood that he/she will normally devote a proportionate amount of time to the work of each division.

- d. **Exception to Committee Service.** Any full-time unit member may choose to receive prior required training and then participate in four (4) Part-time (Adjunct) faculty unpaid evaluations in one semester, in lieu of serving on a standing committee for the semester. Evaluation training sessions shall be conducted on an annual basis as described in [Article 18I.8](#). Evaluators must be appointed by the appropriate Division Dean.

10D.4 Counselor Counseling Faculty Workload

- a. **Hours Per Week.** ~~The counseling faculty assignment (direct counseling) shall not be more than twenty-seven (27) shall consist of twenty five (25) hours of direct scheduled counseling, plus five (5) additional hours of professional counseling faculty activities, hours per week. One (1) of the twenty seven (27) assignable counseling hours shall be scheduled by the faculty member for the purpose of preparation, follow-up, electronic mail involving student contact. Three (3) additional hours of professional counseling related activities, which may include liaison with high schools, instructional divisions and other college groups and five (5) hours of additional professional activities as described in [Section Article 10D.3c](#). The five (5) hours of professional counseling faculty activities include: additional preparation; follow-up and electronic mail involving student contact; program development; professional development; counseling workshop preparation; and liaison with high schools, instructional divisions, and other college groups.~~
- b. **Scheduled Counseling Hours:**

~~Counselors shall have~~ The twenty five (25) scheduled hours of assignment that shall include Appointment Counseling Hours, Drop-In Counseling Hours, and Orientations. Appointment Counseling Hours or Drop-in Counseling Hours may be scheduled during College Hour. Program Planning Sessions, Counseling Related Workshops, Transfer Related

Workshops, and Embedded Counseling may be included in the Master Schedule if mutually agreed upon by the Counseling Faculty and Area Administrator; these counseling activities will be included in the production of the Master Schedule.

- (1) Appointment Counseling Hours are scheduled on the basis of an average of two (2) per hour except for such tasks as Student Education Plans, Veteran Plans, EOPS Plans, Personal Counseling and other tasks as mutually agreed upon by the Dean and the counselor Counseling Faculty.
- (2) Drop-In Counseling Hours are scheduled on an as needed basis for needs other than Specific Appointment Counseling Hours.
- (3) ~~Orientation Hours~~ Orientations are repetitive presentations to new and returning students.
- (4) If students scheduled for Appointment Counseling leave early or miss appointments, counselors Counseling Faculty may be assigned to work with drop-in students shall follow Counseling department procedures as mutually agreed upon by the Counseling Faculty and Area Administrator.
- ~~(2) Group counseling/advising shall earn B hours, with approximately 15 students and homogeneous groupings of students. For example, a counselor might serve a total of 17.5 hours over a term to earn 1 B hour.~~

c. Other Specific Provisions for Counseling Faculty

- (1) Professional Activities: See ~~Sections~~ Articles 10D.3c-d.
- (2) When Counseling faculty perform credit instruction for load, their regularly scheduled counseling hours shall be reduced commensurately, excepting for that which is accounted as a workload residual in accordance with ~~Section~~ Article 10D.9. For the purpose of this provision, one (1) CAH is equivalent to 29.16 cumulated scheduled counseling hours, or 1.67 hours per week over the duration of a 17.5-week semester. (e.g., a 3 CAH credit assignment displaces 5 weekly Faculty D Hours.) It is understood that the office hours associated with the credit assignment shall be subsumed by, and served concurrently with the five hours of professional counseling faculty activities defined in Article 10D.4a. In all cases, the counselor shall maintain his/her five (5) professional activity hours.

d. Deadline for Production of the Master Schedule:

The Dean of Counseling/Supervisor, with advice from the counselors, will produce a Master Schedule for the Summer and Fall terms, including the individuals' names, by the end of the first week of April. If that deadline is not met by management, the right of assignment is lost for that summer. By the end of the first week of November, the Dean of Counseling/Supervisor with advice from the counselors, will produce a Master Schedule for the period commencing the end of the Fall Semester through the academic year.

The Dean(s) with supervisory responsibilities for each College's Counseling department(s) (including EOPS, DSPS, CalWORKS, or any department that contains full-time counseling faculty) will, with the advice of counseling faculty therein, produce a Master Schedule for the Summer and Fall terms by the end of the first full week of April, and for the Spring term by the end of the first full week of November. Counseling faculty will provide the Dean with their input at least ten (10) working days prior to above deadline dates for the Fall, Spring and Summer terms. Once developed, Master Schedule changes may be made via mutual agreement.

e. **Master Schedule Assignment:**

The Master Schedule shall be opened for assignment selections by ~~counselors~~ Counseling Faculty through a process established by the ~~Dean of Counseling/Supervisor~~ Administrator responsible for supervision of the Counseling Faculty, with advice from the ~~Counselors~~ Counseling Faculty.

In the absence of a consensus amongst counseling faculty as to how to determine which unit member shall receive a specific assignment that is either (a) requested by more eligible unit members than are required, or (b) a critical need that would be otherwise insufficiently staffed, the Administrator responsible for supervision of the Counseling Faculty will implement a Rotational Seniority process that is similar in scope and effect to that described in ~~Section~~ Article 10D.10 for overload assignments.

~~a. Professional Activities See [Section 10D.3c-d](#).~~

~~b. Teaching hours performed by counselors will be credited with whichever faculty hour ratio is appropriate to the assignment. Coordinating special programs and special assignments will be determined by the appropriate administrator in consultation with each counselor.~~

10D.5 Librarians Faculty Workload

~~Librarians may schedule College Hours ([Section 10D.3b](#) above) and up to five (5) other hours of their assignment for other activities ([Section 10D.3c-d](#) above) in consultation with their Dean. Librarians may use College Hours for Faculty Hour E credit.~~

a. **Hours per Week.** The librarian faculty assignment (Librarian service) shall consist of thirty (30) scheduled hours per week. In addition, there will be two and one half (2.5) hours of professional librarian faculty activities, which may include liaison to the outside community, liaison to instructional divisions and other college groups, and other activities related to the Specific Standards described in ~~Sections~~ Articles 14C.8. and 15C8, plus five (5) hours of professional activities as described in ~~Section~~ Article 10D.3c.

b. **Scheduled Librarian Hours.** The librarian's scheduled hours of assignment are primarily for the purpose of reference service, collection development activities, library instruction on a not-for-credit basis (e.g., library orientations) and other activities related to maintaining library services to the college.

(1) When library faculty perform credit instruction for load, their regularly scheduled librarian hours shall be reduced commensurately, excepting for that which is accounted as a workload residual in accordance with ~~Section~~ Article 10D.9. For the purpose of this provision, one (1) CAH is equivalent to 35 cumulated scheduled librarian hours, or two (2) hours per week over the duration of a 17.5-week semester.

c. **College Hours.** Librarians may use college hours for either scheduled or unscheduled activities described above.

d. **Overloads and Workload Banking.** The provisions for overload service are described in ~~section~~ Article 10D.12. In all cases, order of assignments, described in ~~section~~ Article 18B.1e, shall apply. In addition, the librarian will be required to maintain his or her two and one half (2.5) professional librarian faculty hours and five (5) professional hours.

10D.6 Faculty Advising

- a. Faculty advising may be undertaken by an instructor only with the approval of the ~~Dean of Counseling~~ administrator responsible for supervision of the Counseling department faculty. In cases of load credit, the approval of the instructional dean must be obtained prior to requesting approval from the ~~Dean of Counseling~~ administrator responsible for supervision of the Counseling department faculty.
- b. Faculty Advisors shall advise students who are majoring in their respective teaching area(s).
- c. Faculty Advisors must be trained for this role.
- d. Faculty advising must be cost neutral.
- e. Faculty advising could be used to fulfill a load deficit or replacement time could be earned to offset office hours.
- f. Faculty advising will be ~~done~~ performed on a voluntary basis, not as a requirement.
- g. Faculty Advisors will be subject to the same screening process as Part-time (Adjunct) counselors.
- h. Faculty advising ~~done~~ approved for load will earn load at the same rate as Counseling faculty Hour D.

10D.7 Assignments Outside the Fall and Spring Semesters

New Contract and Temporary Faculty are expected to serve two (2) additional days of Orientation immediately prior to the beginning of their first Fall Semester. (See ~~Section~~ Article 8C.2)

The District may assign Contract, Regular and Temporary unit members on days not a part of the Fall and Spring Semesters if mutually agreed to by the faculty member including Counselors, Librarians, Counseling Faculty, Librarian Faculty, and other non-instructional faculty. In the case of Counselors Counseling Faculty, the District will have certain rights of assignment outside the Fall and Spring Semesters as enumerated in Sections 10D.4c and 10D.4d

~~above~~ below. In no case will the total number of assigned days exceed 175 including required College days, Convocation day, and orientation. In the event any faculty member is required to work more than 175 days, ~~he/she~~ the faculty member shall be paid have the choice of receiving overload pay according to the Schedule of Part-Time (Adjunct) Service Rates. Any portion of the assignment not compensated as overload shall count as a workload residual in accordance with ~~Section~~ Article 10D.9.

In times of fiscal emergency, the administrator responsible for the Counseling Faculty may require counseling faculty to work for load outside of the Fall and Spring terms. For the duration of this Agreement, a fiscal emergency is deemed to exist if the District's funded FTES base is fewer than 16,750 FTES. In such cases:

- a. The administrator responsible for supervision of the Counseling Faculty shall make every effort to assign staff to fulfill the service requirement by mutual agreement among eligible faculty;
- b. All hours worked outside fall/spring shall be converted to CAH, and be counted as a workload residual according to ~~Section~~ Article 10D.9, so the unit member may apply any positive residual to workload banking or towards taking paid vacation days in a future semester;
- c. In the absence of mutual agreement to assign staff to fulfill the service requirement outside Fall and Spring terms, the District will follow a rotational assignment procedure consistent with that described in Article 10D.10, but which begins with the least senior Regular or Contract unit member.

10D.8 Exclusions

Contract, Regular and Temporary unit members assigned to apprenticeship classes are not included in this Article.

10D.9 Workload Residuals for Continuing Faculty (See Article 21F.3.d.)

When Contract or Regular unit member's completed assignment results in an underage or overage of more than five (5) CAH the overage or underage must be brought to five (5) CAH or less within two (2) academic years.

~~The overage shall be taken from non-banked carry-over unless the unit member consents to the use of banked carry-over for this purpose.~~

a. Load Sheets and the Exclusion of Banked Load

A unit member may only bank workload that would otherwise appear as an overage on his/her load sheet, subject to the limitation stated in ~~Section~~ Article 12B.1c.(2).

Workload that is banked in accordance with ~~Section~~ Article 12B shall not considered an overage for the purposes of this section, and the two categories shall not commingle. For this reason, a unit member's Load

Sheet shall have two (2) designations, one for non-banked carry-over (overage or underage), and one for banked load.

For counseling, librarian, and special assignment faculty, load equivalents are shown in ~~Section~~ Article 10D.12. Load sheets should be maintained for such unit members carrying over workload from one year to the next. Load sheets shall be maintained for all unit members who are workload banking.

b. **Resolution of Workload Underage for Non-Continuing Faculty**

A non-continuing faculty ~~with underloads~~ member with a negative load balance shall have preference for assignments to bring ~~their~~ his/her load balance to “0”.

10D.10 Overloads.

Overloads are voluntary assignments of a Regular, Contract, or Temporary unit member to additional instructional, counseling, librarianship, or other unit member duties beyond those required of a full-time instructor. During a contractually authorized semester for instructional unit members, overload refers to units exceeding 15 calculated A Hours (CAH) and/or their equivalent assignment.

- a. The additional duties that comprise an overload may be additional days beyond the 175 day maximum for Fall and Spring semester assignments;

OR

The additional duties that comprise an overload may be additional courses or services beyond the full-time contractual workload limits applicable for Fall and Spring Semester.

- b. Regular and Contract unit members shall request an instructional overload assignment for the following academic year by the end of the first week of December.
- c. Regular and Contract unit members shall have priority over Part-time (Adjunct) unit members for performing Inter-session, Summer Session or overload assignments based on their minimum qualifications up to the contractually authorized limit of overload defined in [Article 10D.11](#) below. Rotational seniority may be invoked at a unit member’s request, as described in item (d) below, or in Article 10D.4e or 10D.7c for counseling faculty. Temporary unit members shall receive overload, Summer Session or Inter-session assignments according to the procedures listed in Article 18B.1e for Part-time (Adjunct) unit members. Regular, Contract and Temporary unit members will be compensated according to the Schedule of Part-time (Adjunct) Service Rates for all overload work.
- d. The first round of assignments for overload shall go to faculty in the Primary Discipline. The second and subsequent rounds of assignments shall be open to all faculty who possess the minimum qualifications, including faculty for whom the discipline is secondary, provided the unit member has requested an overload assignment in the indicated discipline in accordance with item (b) above.

- e. With respect to Summer Session, overload, and Inter-session assignments If two or more faculty request assignment to the same course and section and cannot arrive at a consensus as to who will get the assignment, the most senior member who has not taught the course in the longest time shall receive the assignment. If none of the faculty requesting the same assignment has taught the course in the past, then the most senior faculty member shall receive the assignment. This provision notwithstanding, if rotational seniority is requested by a Contract or Regular unit member, then each eligible unit member shall have the right to choose an assignment, in order of seniority (initially determined by date of hire) until either all the assignments are taken, or all unit members are assigned the desired amount of overload. The process shall proceed as follows:
- (1) Once the most junior person receives an assignment in any round, the process shall wrap around to the most senior person who has the first right of choice in the next round;
 - (2) Each semester the process shall commence where it ended the previous semester (i.e., it does not automatically begin a new round);
 - (3) If the unit member fails to request the assignment on time (as indicated in (b) above), then the normal assignment preference may be forfeited for that semester, Summer Session or Inter-session;
 - (4) If some situations (e.g., if this process is invoked in accordance with Articles 10D.4 or 10D.7) it may be appropriate to follow the order of seniority in reverse. In such cases, the initial use should start with the most junior eligible unit member.
- f. Temporary unit members shall be eligible for overload, Summer Session, or Inter-session assignments according to [Section Article 18B.1.e](#) after Part-time (Adjunct) unit members receive assignments. The above processes of rotational seniority and requesting assignments shall be followed if invoked.

10D.11 Workload Bank and Overload Limits

Full-time unit members may choose to workload bank hours in a semester in which they are teaching in excess of a full load. In the same semester in which a full-time unit member chooses to workload bank, the full-time unit member may do an overload for hourly pay. However, the total from both the workload banking and the overload for hourly pay shall not exceed sixty fifty percent (50%) of a full-time load, including special assignment workload equivalents, or alternatively, a single class that is greater than fifty percent (50%) of a full-time load. (For example, an 8.25 CAH lab science class that consists of a lecture section that breaks into two (2) laboratory sections is considered a single class for the purpose of this provision.) Notwithstanding, a unit member may work more than fifty percent (50%) overload one semester and less the other semester of the same academic year so long as the average total does not exceed fifty percent (50%), or 15 CAH for the academic year. Additionally, overload may exceed ~~sixty percent (60%)~~ the limits specified above by mutual agreement of management and faculty, or if all existing adjunct faculty have an assignment of

desired load value, or as if programmatic needs require. Summer Session is excluded from this sixty percent (60%) overload limitation.

Summer Session is excluded from this academic year total; for Summer Session only, the total from both the workload banking and overload for hourly pay shall not exceed sixty seven percent (67%) of a full-time load.

- a. **Provision for Composition Load Factors.** For classes carrying a load factor of 1.17 or 1.25, but paid at a lower load factor (e.g. by pay rates calculated on the basis of load factor 1.00), it is understood that the 50% overload cap, above, is based on the load factor at which the assignment is paid.
- b. **Sunsetting of Limits on Assignments.** The fifty percent (50%) limit on overload assignments in the academic year may revert to sixty percent (60%), and Summer Session may revert to being excluded from limitation, at the end of academic year 2013-14.

Sixty percent (60%) of Faculty Hour A hours is 9 CAH equivalent. Sixty percent (60%) of Faculty Hour B hours is 12 hours weekly teaching load. Effective January 2007, Sixty percent (60%) of a counselor load is 16 weekly counseling hours. Sixty percent (60%) of a librarian load is 18 weekly scheduled hours. Sixty percent (60%) of a special assignment load is 18 weekly scheduled hours.

10D.12 Overload Limits and Workload Banking for Non-Instructional Faculty

In order to determine overload limits for non-instructional faculty, irrespective of whether the overload includes an instructional component, the non-instructional hours shall be converted to CAH as provided below, and the fifty percent (50%) load limit described in 10D.11 shall apply to the aggregated load from both instructional and non-instructional elements. It is understood that unit members may elect to apply any CAH defined herein to workload banking in accordance with section 12B. Effective Fall Semester, 2012:

- a. **Faculty Hour D (Counseling Faculty):** one (1) CAH is equivalent to 29.167 cumulated scheduled counseling hours. Alternatively, for an overload assignment of a set number of weekly hours lasting a full semester (Fall or Spring), the CAH value is the number of weekly hours multiplied by the D-Hour load factor of 0.60.
- b. **Faculty Hour E (Librarian Faculty):** one (1) CAH is equivalent to 35 cumulated scheduled librarian hours. Alternatively, for an overload assignment of a set number of weekly hours lasting a full semester (Fall or Spring), the CAH value is the number of weekly hours multiplied by the E-Hour load factor of 0.50.
- c. **Faculty Hour F (Special Assignment Faculty):** one (1) CAH is equivalent to 38 cumulated hours (Faculty Hour F.) Alternatively, for an overload assignment of a set number of weekly hours lasting a full semester (Fall or Spring), the CAH value is the number of weekly hours multiplied by a special load factor of 0.46, which excludes the five professional hours.

10E. Class Size

10E.1 Distance Education Impact

It is understood that all Distance Education courses shall not exceed the negotiated standards for a comparable face-to-face course.

10E.2 Minimum Class Size

The class size for credit classes shall normally be no less than twenty (20) enrollees, with it being understood that the District is authorized to maintain a limited number of classes of fewer than twenty (20) enrollees pursuant to the provisions of this Article.

Exceptions to the minimum of twenty (20) enrolled may be made by each college. Factors to be considered in deciding which class may be allowed with fewer than twenty (20) enrollments are the following:

- a. Classes required for graduation, for a major, or for a career;
- b. Classes offered in limited capacity classroom or laboratory facilities;
- c. Classes subject to statutory or state regulations mandating class size;
- d. Initial pilot or experimental offerings for their first and second presentations;
- e. Contracts with outside agencies under which the District agrees to provide instruction;
- f. Classes in which the enrollment was targeted below the contractual minimum class size as part of a Discipline Plan which fulfills the recommended WSCH/FTEF target established by the CEMC;
- g. The District and the Faculty Association will negotiate over any increase in minimum class size.

10E.3 Large Enrollment Lecture Classes

(See Appendix: [Large Lecture: Application Form.](#))

In accordance with the Division Discipline Plan (see [Article 29](#)), a unit member may elect to schedule a large enrollment lecture section. The unit member may receive support from the CEMC in the following areas: enrollment analysis, student success analysis (i.e., retention, grades, and persistence), classroom strategies, and training for effectively using support staff. In the event that more unit members wish to teach large sections than there are suitable rooms available, a rotational schedule shall be used. All large lecture classes must be pre-approved and scheduled with mutual agreement with the unit member, the appropriate Dean, and the Vice President of Academic Services.

The unit member may be provided additional student assistant time, additional supplies, or other class support. This additional support will be agreed upon with the Division Dean at the time the class is scheduled and will be proportional to the class size at census.

Each approved class that is taught during the duration of this Contract shall be evaluated by the faculty member offering the course and the evaluation results made available to the CEMC upon request. This evaluation shall be submitted to the appropriate manager at the time course grades are filed, and shall include a summary of student evaluations. If a unit member teaches such a class on a Part-time (Adjunct) basis or for overload pay, service reports shall be made using monthly timesheets. Pay or load shall be adjusted no later than thirty days after the census report is recorded.

Compensation shall be according to the following chart:
(Class size at census is used to determine load or pay factors.)

Load Factors for Large Lecture Classes	
Class Size at Census	Pay/Load Factor
55	1.10
60	1.20
65	1.30
70	1.40
75	1.50
80	1.60
85	1.70
90	1.80
95	1.90
100	2.00
105	2.10
110	2.20
115	2.30
120	2.40
125	2.50
130	2.60
135	2.70
140	2.80
145	2.90
150	3.00

10E.4 Maximum Class Size

The Faculty Association shall negotiate with the District on the subject of maximum class size.

- a. The standard maximum class size in lecture classes that are not limited to less is forty-four (44) students. The standard for maximum class size for Mathematics lecture classes is thirty-five (35) students.
- b. No class enrollment may exceed the room occupant limits established for each individual classroom. Enrollments that exceed occupant limitations shall be immediately reported to the unit member's Dean.

- c. The District and the Faculty Association will negotiate over any increase in maximum class size.
- d. The administration may not add a student to a class that is full, or place a student onto its waiting list ahead of other students, without the written permission of the instructor of record.

10F. Distance Education

10F.1 Definition

Distance Education is defined as a course of instruction, education or training where the instructor and the student are separated geographically. Distance Education classes where 51% or more required instructional time shifts from in-class to geographically separated instruction shall be considered online classes for evaluation purposes. (See Appendix: [Evaluation: Student Response to Instruction Form Online Class](#), [Evaluation: Observation of Instruction Form Online Class](#).) Communication between the instructor and the student is made through one or more technological devices. It is understood that Distance Education classes shall not exceed the negotiated standards for a comparable face-to-face course.

10F.2 Distance Education Intellectual Property Rights

Notwithstanding any other provisions of this Agreement, the unit member retains ownership of and the right to copyright course materials of Distance Education courses he/she develops, except for ownership of the courseware shell. All such materials, except the courseware shell are not “work for hire” as that term is defined in the Federal copyright laws. Any use of these materials without the consent and/or written authorization of the originating unit member is prohibited. (See Articles [30B.1](#) and [30B.2](#).)

10F.3 Distance Education-related Working Conditions

Teaching of Distance Education courses shall be on a voluntary basis.

Unit members who originate a new Distance Education presentation shall be guaranteed to teach that course for at least three consecutive semesters in which that course is offered by the District. In the event that another instructor is already assigned an online section of the course and it is within the guaranteed three consecutive semesters for that initial instructor and there are not enough sections to provide a secondary originator of a “new Distance Education presentation” of the course an assignment, then the secondary originator will receive an assignment only as it is available or after the guaranteed three semesters are given to the initial instructor.

- a. Instructors teaching Distance Education courses shall be evaluated with the negotiated form for said purpose. (See Appendix: [Evaluation: Student Response to Instruction Form Online Class](#), [Evaluation: Observation of Instruction Form Online Class](#)). Unit members shall be evaluated during their first Distance Education course. (See Appendix: [MOU: Training of DE Evaluators](#)).

The Web Portal shall be available for the Online Instructors to be evaluated by the students in the Online classes.

- b. Unit members' working hours shall be reasonable. Unit members shall not be required to instantaneously respond to student inquiries, or to respond during otherwise duty-free time. Unit members are encouraged to establish fixed hours for receiving and responding to student communications.
- c. No unit member shall be displaced because of Distance Education courses.
- d. No Distance Education work shall be offered by persons not employed within the faculty bargaining unit.
- e. No work traditionally performed by unit members shall be awarded to other institutions for transmission to Chabot Las-Positas Community College District students by electronic means.

f. Unit members shall have the opportunity to teach up to sixty percent (60%) of their regular load in online Distance Education format (as defined in Article 10F.1, above). With approval from the dean, a unit member may teach more than the limit herein in online Distance Education format, on the basis of program need.

g. Online Course Evaluation Process: (Reflects MOU of October 30, 2007)

(1) The pay for an online course evaluation shall be as specified in Section Article 21C. The online course evaluation shall include a total of five (5) hours: three (3) hours for a "tour" of the online class with the evaluatee and to actually observe the class (with the division of time between the tour and the observation to be agreed to by the evaluator and the evaluatee; one (1) hour for the report-writing; and one (1) hour for the meeting with the evaluatee;

(2) By the end of the second week each semester, the Vice President of Academic Services at each college shall identify a list of the online faculty to be evaluated and the evaluators and provide the list to the college Deans and Faculty Association for implementation. The faculty to be evaluated should include untenured faculty (if one of the courses their Tenure Review Committee chooses to evaluate is online), tenured faculty due for a review (if one of the courses their Peer Review Committee chooses to evaluate is online), and all instructors teaching online for the first time;

(3) Qualification as an evaluator are dependent upon participation in evaluation training. Training sessions for performing evaluations shall be conducted each semester at each college by the District and the Faculty Association.

h. Unit members shall be empowered to drop and add students back into an online class electronically, and without filing a hardcopy form with Admissions and Records. (See Article 9O.1)

i. The District shall notify the Faculty Association of any plan to enter a Distance Education course for evaluative or disciplinary reasons, without the consent of the instructor of record.

- j. It is understood that the District performs captioning for videos in Distance Education classes for the purpose of providing reasonable accommodation to students in online courses who have special needs. It is further understood that these District efforts shall not include any other purpose, such as evaluation of faculty.

10G. Community Partnership Agreements

The District shall negotiate all impact issues of Community Partnership Agreements that affect such issues as wages, hours, and working conditions of employment.

See Appendix: [Community Partnerships: Partnership Agreement: Valley Care Nursing](#) for existing negotiated Partnership Agreements.