

**Contra Costa Community College District/United Faculty
2019-20, 2020-21 and 2021-22 Tentative Agreement**

After a series of negotiating sessions on 2019-20 reopens academic years, the Parties have agreed that all current articles of the Collective Bargaining Agreement remain the same, with the exception of those below. Approval of this Agreement by both Parties shall conclude negotiations for 2019-20 and 2020-21, and 2021-22, with exceptions as noted below.

COMPENSATION:

The UF and 4CD remain committed to working collaboratively to address financial challenges and to offer the best quality education possible for our students. We reaffirm our commitment to paying competitive salaries for full-time and part-time faculty and to the principles outlined in previous agreements that call for 4CD to pay total compensation in the “top third of the Bay 10” and to reach negotiated part-time pay-parity goals.

The parties agree to a three-year compensation plan, as follows.

Step/Column and Benefits: For 2019-20, 2020-21, and 2021-22, the District will cover step and column increases, District-paid payroll tax increases (including but not limited to CalSTRS and CalPERS), as well as its share (94%) of health benefits premiums.

Salary Schedules:

2019-20

- Salaries on the B-1 salary schedule (full-time “A” load) will be increased by 5% retroactive to July 1, 2019.
- Salaries on the B-2 salary schedule (part-time activity and full-time AC overload) will be increased by 2% effective with the spring 2020 semester.
- Salaries on the B-4 salary schedule (part-time counselors, librarians, and disability specialists, as well as summer assignments) will be increased by 5% effective with the spring 2020 semester.

- Salaries on the B-8 salary schedule (coaches) will be increased by 2% effective with the spring 2020 semester.
- Full-time faculty who taught AC in fall of 2019 will receive a one-time, off-schedule payment equal to 2% of their fall 2019 AC pay.
- Part-time faculty who taught in fall of 2019 will receive a one-time, off-schedule payment equal to 5.75% of their fall 2019 pay.
- Beginning July 1, 2019, steps 1, 2 and 3 of the B-1 salary schedule (full-time “A” load) will be increased by 1%, in addition to the 5% noted above, for a total of 6%.

2020-21

- Salaries on the B-1 salary schedule (full-time “A” load) will be increased by 3% on July 1, 2020.

Load Adjustment Factors:

2019-20

Load Adjustment factors for the B-2 salary schedules for part-time faculty (“C” load only) will be increased starting with the spring 2020 semester as follows:

Lecture and Laboratory 1 Assignments:	from 20.10% to 25.10%
Laboratory 2 Assignments:	from 3% to 8%
English Composition Assignments:	from 23% to 33%

Load Adjustment factors for the B-4 salary schedules for summer teaching only (both AC [FT overload] and C [PT]) will be increased as follows:

Lecture and Laboratory 1 Assignments:	from 2% to 6%
Laboratory 2 Assignments:	from 2% to 6%
English Composition Assignments:	from 2% to 16%

UF and District agree that load adjustments for summer 2020 are being funded with one-time dollars, and that funding to maintain adjustments for summer 2021 will be expensed against the funding formula in

2021-22 as a new ongoing expense.

2020-21

Load Adjustment factors for the B-2 salary schedules for part-time faculty (“C” load only) will be increased starting with the fall 2020 semester as follows:

Lecture and Laboratory 1 Assignments:	from 25.10% to 30.10%
Laboratory 2 Assignments:	from 8% to 15%
English Composition Assignments:	from 33% to 43.5%

STRS reporting will be adjusted appropriately to reflect changes in the part-time load adjustment factors.

Part-Time Faculty Parity Plan

UF and District agree to work together in 2020-21 to detail all phases of our Part-Time Faculty Parity Plan. In 2021-22, UF and District agree to implement Phase 1 of our negotiated Part-Time Parity Plan, subject to available funding as described below.

Phase 1

- Funding for Phase 1 of the Part-Time Faculty Parity Plan will be formula-driven, with 100% of negotiated cost savings and 88% of all new ongoing revenue added to the formula, and new ongoing faculty-related expenses subtracted to yield available dollars. The formula will be the same one used in recent past agreements.
- The goal of Phase 1 is to shift to pay-per-load for all part-time instructional faculty at 72% of full-time pay.
- Summer pay for all faculty will also increase in Phase 1 to 72% of regular full-time pay.
- In Phase 1, beginning with the fall 2021 semester, assuming the formula produces adequate funds, office hours for part-time faculty will become mandatory in the same proportion to load as currently compensated in the optional office hour

program, per Article 7.8.4 (which shall be amended accordingly). These office hours will no longer be compensated separately but shall be considered to be part of each part-time faculty member's regular assignment, compensated through base salary.

- The Equity Hour Program shall remain in place for the full term of this agreement at current funding levels.
- If the funding formula, including any negotiated cost savings, fails to yield enough money to reach at least a parity rate of 72% pay-per-load, then the 2021-22 portion of the compensation agreement will automatically reopen.
- The parties agree to negotiate a salary schedule for overload AC (with a 75% parity goal in Phase 2).
- Any available dollars for 2021-22 after reaching Phase 1 will be applied to the parity percentage towards our Phase 2 goal.
- UF and District share a commitment to reaching Phase 2 of the Parity Plan soon after implementing Phase 1, and the parties will seek to negotiate at least 30% of all future money available for salary increases to implementing Phase 2. We agree that at least 20% of any future funding available for faculty raises will go toward parity gaps until we reach Phase 2 goals.

Phase 2

- The details of Phase 2 will be negotiated in spring 2022 (or before) with the intent to be implemented beginning 2022-23.
- The parity goal for Phase 2 will be 80%.
- In Phase 2, we envision requiring full, proportional office hours for all part-time instructional assignments, with compensation being part of base pay for all part-time faculty. We envision incorporating the Equity Hour Program, including opportunities for professional development (such as equity training and part-time faculty orientation) into Phase 2 of the Part-Time Parity Plan.

Any part of this compensation agreement may be reopened by mutual consent or by either party unilaterally if there are significant unexpected changes in State apportionment. If the total expenditure on salary increases and other negotiated

spending is less than the total COLA percentage allocated by the State over the three years of this agreement, either side may reopen on compensation.

DEPARTMENT CHAIR REASSIGNED TIME:

- Article 11.1, is amended, retroactive to July 1, 2019, as follows: ... (indexed to the ~~B-2~~ **B-1** salary schedule).
- Beginning July 1, 2020, the Department Chair allotments referred to in the last paragraph of Article 11.1 will be augmented by \$50,000 and the paragraph is amended as follows:

These allotments shall be distributed for faculty governance in accordance with Section 11.1.1. In addition to these hours and the moneys previously allocated to department chair stipends, effective 7/1/02 the amounts allocated shall be augmented by \$200,000, and effective 7/1/09, the total funding for reassigned time allocated to department chairs will be increased by \$138,000, and effective 7/1/18, the total funding will be increased by \$160,000, **and effective 7/1/20 the total funding will be increased by \$50,000**, (indexed to salary schedule B-12)

ARTICLE 20 – SALARY

Section 20.3.5 Add sentence, “effective with 2020 tax year, checks for the December pay period shall be made payable the last working day of December.”

BENEFITS

- The health insurance plan referred to as the “Anthem HMO” plan shall cease to be offered effective with the fall 2019 open enrollment.
- Beginning July 1, 2020, health insurance co-pays shall be increased by \$5 (i.e. \$15 office visits shall increase to \$20, \$5/\$15 prescription co-pays shall increase to \$10/\$20, etc.).
- Effective with the July 1, 2020, health insurance plan renewals, or as soon as mutually agreed upon thereafter, a low-cost high-deductible health insurance plan, along with a health savings account (HSA) shall be offered. Parties shall work jointly to determine plan specifics including HSA amounts and any District contribution toward HSAs.

Retiree Health and Dental Insurance:

Add 21.10.2.4

Employees hired on or after July 1, 2020, and their dependents will be eligible to continue receiving District-sponsored medical and dental benefits under the current provisions until Medicare eligible. Once Medicare eligible, should the retiree elect to stay on any District sponsored health or dental plan, the retiree shall pay 100% of the district's cost for health and 100% of the dental fully insured premium equivalent. Eligible dependents may stay in the district sponsored health or dental plan, once Medicare eligible, by paying 100% of the District's premium cost. The District shall also permit current and future retirees to purchase participation in VSP or EAP by paying for one or both at the premium rate specified by the carrier for District retirees. Voluntary retiree participation in any plan is subject to carrier approval.

UF and District agree to update the language in 21-10.1 through 21.10.3 and subsequent sections as appropriate to clarify benefits options for retirees depending on hire date.

STEP PLACEMENT

Article 20.3.1.4.2 is amended as follows:

Maximum Step Placement: Step ~~10~~ **11** will be the highest step placement for newly-appointed faculty members except for those who have worked with academic load part-time in the District for six semesters or more including the year immediately preceding their being hired full-time, who may be placed up to Step ~~13~~ **14** following contractual placement procedures.

SABBATICAL LEAVE FUND:

Retroactive to July 1, 2019, the annual sabbatical leave fund rollover is capped at \$300,000 and Article 12.5.4.1.1 is amended as follows:

12.5.4.1.1 Any such funds allocated but not spent, **up to \$300,000**, will be added to the allocation for the next following year.

EVALUATIONS

The parties agree to add the following language to the Evaluation Guidebooks that make up Appendix X, where appropriate:

X.A1 For every full-time faculty member who receives an improvement plan, the Vice President or designee, in consultation with the evaluatee's Department Chair, shall monitor progress and submit a Progress Report to the College President at the appropriate time using the Improvement Plan Progress Report Form.

X.A2 For tenured full-time faculty, this report should be completed at the conclusion of the Improvement Plan or the following corresponding semester (fall-fall or spring-spring), whichever comes soonest.

X.A3 For any probationary faculty member who receives an improvement plan in their first, second or third regular semester evaluation, a Progress Report should be submitted before February 1 of the faculty member's fourth semester on tenure track. (This timeline assumes that faculty hired in the spring are evaluated in their first fall semester as their first regular semester evaluation on tenure track.) For any probationary faculty member who receives an improvement plan after the third semester, a Progress Report should be submitted before February 1 of the faculty member's eighth semester on tenure track.

X.A4 No Progress Report shall be written for any faculty member who has not received an Improvement Plan.

X.A5 A Progress Report shall be submitted to the college president no later than February 1 of the year in which it is written. A copy will also be sent to the evaluatee and the evaluatee's department chair prior to February 1.

X.A6 The evaluatee shall have until February 10 of the year in which a Progress Report is received to write a response of any length to be attached to the report.

X.A7 The content of Progress Reports shall not be grievable, but all grievance and appeal processes that apply to evaluations will also apply to progress reports.

X.A8 The Progress Report shall be stored in the evaluatee's personnel file as part of the same evaluation that included the Improvement Plan.

X.A9 The Progress Report shall include a summary of previous evaluations, a summary of concerns articulated in the Improvement Plan, a summary of progress made in responding to areas of concern, and a summary of how the evaluatee has met professional responsibilities.

X.A10 For probationary faculty, the Progress Report is intended to help inform the President's decisions related to tenure and the probationary process, but the Progress Report shall not include a specific recommendation with regards to continuing in probationary status or with regards to tenure.

Retroactive to July 1, 2019, Appendix X1 is amended as follows. UF and District agree to make parallel changes, where appropriate, in the other evaluation guidebooks.

1. EVALUATIONS (Appendix X):

X1.2.7 **GUIDELINES FOR EVALUATORS**

...

X1.2.7.10 Evaluators shall create a portfolio as follows:

X1.2.7.10.1 This portfolio will serve as the basis for all evaluation, improvement of instruction and/or tenure decisions.

X1.2.7.10.2 The portfolio shall be confidential and shall be available only to the faculty member, the Due Process Panel or Appeals Committee, members of the evaluation committee, the appropriate dean, the college president, and the chancellor. The portfolio will be included in the official personnel file.

X1.2.7.10.3 The portfolio will contain, at the minimum:

- a. student evaluation transcriptions, including percentages and typed comments;

- b. completed ~~workplace~~ **classroom** observation forms **(including the classroom observation plan form)**;
- c. completed self evaluation report;
- d. improvement plan, if needed;
- e. summary report form;
- f. other documentation mutually agreed upon by the evaluation committee and the faculty;
- g. job announcement for probationary faculty members;
- h. criteria-related material from the personnel file; and
- i. criteria-related input from the department chair and/or dean (if submitted).

...

X1.2.8

SUMMARY REPORT

X1.2.8.1 The member selected by the TRC shall complete the TRC's portion of the summary report on the results of the evaluation. Categories of evaluation ratings are as follows:

- A) Consistently High Ratings: ~~consistently high ratings in almost all areas.~~
- B) Satisfactory: ~~average to high ratings in most areas;~~
- C) Needs Improvement: ~~low to average ratings in most areas; or~~
- D) Unsatisfactory Performance: ~~low ratings in most areas.~~

Summary scores ("Consistently High Ratings"; "Satisfactory Performance"; "Needs Improvement"; "Unsatisfactory Performance") are determined by the evaluator or evaluation committee and are based on the evaluator or committee's overall assessment of classroom and student evaluation scores and comments. There is no specific score average that must be used in determining summary scores.

Where an evaluation committee has reached consensus (or in the case of a single evaluator, where the evaluator, has decided) on a summary score, that score is considered evaluation content and is therefore not subject to review or appeal (unless there is an allegation of bias or procedural violations). See Section X1.2.13.2.1.2

X.1.2.8.2 The TRC must submit to the president one of the recommendations listed below for each probationary faculty member at the end of each evaluation cycle. While each TRC member signs the summary report, the signature might not mean concurrence with the final recommendation of the TRC. **(The signature section of the summary report for TRC members should signify participation but not necessarily agreement.)**

X.1.2.8.2.1 Grant Tenure

A probationary faculty member with "Consistently High Ratings" may be recommended **by the TRC** for tenure at any time during the four-year probationary period (Ed. Code Sec. 87608); a probationary faculty member with "Satisfactory Ratings" shall be recommended **by the TRC** for tenure during the fourth year.

A probationary faculty member who receives "Needs Improvement" in the faculty member's seventh semester or fourth year may be recommended by the TRC for tenure.

X.1.2.8.2.2 Continuation in Probationary Status

A probationary faculty member who meets standards of performance at the end of the first and second years shall be recommended **by the TRC** to continue in probationary status.

A probationary faculty member who receives “Needs Improvement” may be recommended by the TRC to continue in Probationary Status.

X.1.2.8.2.4 Termination of Service

A probationary faculty member who receives “Needs Improvement” may be recommended by the TRC for termination.

A probationary faculty member who is given an “Unsatisfactory Performance” shall be recommended **by the TRC** for termination.

X1.2.9 **TIMETABLE AND ACTIVITIES**

X1.2.9.1 Probationary faculty members shall be evaluated during the first, second, third, fifth and seventh semesters. **All full-time faculty hired to begin service mid-year (that is, in a spring semester) shall be evaluated during the second, third, fourth, sixth, and eighth semesters of service. All other conditions of the faculty evaluation policy shall remain unchanged. All faculty hired mid-year may be evaluated during their first semester at the discretion of the department, using the part-time evaluation procedures.**

X1.2.9.2 While it is important to adhere to the timetable, there is some flexibility in the timetable as long as the evaluation is completed, including a post-evaluation meeting and the submission of the Summary Report, by the end of the semester in which it has begun. Failure to follow the exact timetable during the semester of evaluation shall not be grievable, **but may be referenced in an appeal per section X1.2.13.2.1.2 if the timetable variation materially impacted the evaluation.**

X1.2.9.3 The following schedule shall serve as a guide in completing the evaluation process:

X1.2.9.3.1 August-September/January-February

Evaluators are selected. Orientation to evaluation for **the Tenure Review Committee (TRC)** and probationary faculty members is conducted.

X1.2.9.3.2 September/February

Tenure Review Committee (TRC) will conduct a pre-evaluation conference to obtain materials and information from the probationary faculty member, to discuss evaluation criteria, and to develop a schedule for observations, student evaluations, and meetings. Timetables for classroom observation and administration of a student evaluation shall be adjusted to accommodate classes that are less than a semester in length. Such adjustments shall be made with mutual agreement of the evaluatee and the chair of the evaluation committee.

In the second and succeeding **evaluations years**, the TRC will review the previous ~~year's~~ evaluation to ensure continuity of the process. Improvement plans shall also be reviewed in the pre-evaluation conference.

X1.2.9.3.3 September-November/February-April

Classroom and/or workplace observations occur. Prior to each class observation, the evaluatee shall complete the Classroom Observation Plan. ~~Within two weeks after the observations,~~ TRC members will complete the appropriate classroom observation forms and conduct follow-up conference(s) with evaluatee to review observations.

X1.2.9.3.4 September-November/February-April

Student evaluations are conducted.

If necessary, a progress evaluation conference between the TRC and the probationary faculty to discuss classroom evaluations and observations will occur. If

any of the evaluators perceives a serious problem with the evaluatee's performance, the evaluator shall contact the chair of the TRC. If the TRC decides that a serious problem exists, it will meet with the probationary faculty member and develop specific recommendations to address the serious problem(s). If the TRC so determines, these recommendations may provide for additional observations by one or more members of the committee. These recommendations will be added to the portfolio.

X1.2.9.3.5 November/April

Probationary faculty member completes the Self Evaluation Report and submits it to the TRC chair. The manager on the TRC and the United Faculty vice-president ~~shall~~ **may** review the personnel file of the probationary faculty member and forward all criteria-related documents in the file to the TRC for review. The TRC may receive input that is relevant to the criteria from the Department Chair (if applicable).

X1.2.9.3.6 December/May

X1.2.9.3.6.1 Post-evaluation conferences: The TRC holds a post-evaluation conference to discuss all aspects of the evaluation and to assemble materials for the evaluation portfolio.

The person writing the summary report in conjunction with the TRC members completes the summary report, and, if necessary, discusses the development of an improvement plan. The summary report represents and reflects the views of each and every TRC member.

X1.2.9.3.6.2 The TRC holds a post-evaluation conference with the probationary faculty member to discuss all aspects of the evaluation, including the summary report and the development of an improvement plan, if necessary. The summary report shall be signed and placed in the evaluation portfolio, which shall be finalized.

X1.2.9.6.3 The Evaluation Portfolio shall be forwarded to the college president.

X1.2.9.6.4 The President reviews the evaluation portfolio and decides whether to recommend tenure, continue in probationary status, continue service with an improvement plan, or terminate service. The President may disagree with the TRC's recommendation.

Once the President has made a tentative decision, s/he shall inform the TRC of her/his recommendation **if it differs from the TRC's recommendation, prior to submitting the summary report to the chancellor.** If the TRC wishes to discuss the President's recommendation, the committee and the president shall meet. After the meeting, if the TRC disagrees with the President's recommendation, the committee may attach a written statement of its recommendation to the summary report, which shall be forwarded to the chancellor.

X1.2.9.6.5 The President submits the summary report to the Chancellor.

In cases where the Chancellor receives conflicting recommendations from the president and the TRC, the chancellor shall request to review the evaluation portfolio and shall meet with the TRC and the college president to reconcile the differences. If a reconciliation cannot be reached, the summary report shall be forwarded to the governing board with the chancellor's recommendation for tenure, continuation in probationary status, or dismissal of the probationary faculty member.

X1.2.9.6.6 The Chancellor submits recommendations to the governing board.

The Governing Board shall make the final decision for the probationary faculty member to be granted tenure, to continue in probationary status, or to be dismissed.

X1.2.9.6.7 The Chancellor returns the summary report to the president who places the report into the evaluation portfolio and ensures that the portfolio is placed in the personnel file of the probationary faculty member.

X1.2.10 IMPROVEMENT PLAN

X1.2.10.1 ~~If the TRC reports to the college president that a probationary faculty member's performance is "below standards of performance," a specific plan for performance improvement shall be developed by the TRC in consultation with the probationary faculty member and implemented by the college president or designee.~~ **If level of performance on the summary evaluation form is less than satisfactory, a specific plan for performance-improvement shall be developed by the TRC in consultation with the probationary faculty member. The division dean or designee, in consultation with the department chair, shall monitor activities listed on the improvement plan to ensure timely completion. UF shall be notified by the chair of the TRC of the intent to give an improvement plan. At the post-evaluation conference, the evaluatee shall be informed of his or her right to union representation, and the evaluatee shall have 10 faculty-service days to sign the improvement plan. Signature indicates receipt but not necessarily agreement.**

X1.2.10.2 The improvement plan shall include specific criteria-related recommendations and timetables for action. **Every criteria that needs strengthening shall be connected to a specific activity or activities for improvement. Activities shall be measurable, realistic, and attainable within the time frame.** ~~‡~~ **The improvement plan** may identify available resources such as ~~(but not limited to Nexus,~~ staff development, workshops ~~such as instructional skills,~~ conferences or other classroom/job environment observations. ~~The TRC shall assist in monitoring the probationary faculty member's progress.~~ The improvement plan shall be included in the probationary faculty member's portfolio.

X1.2.10.3 Sample Improvement Plan Form

...

Amend form as follows:

- 1) Add language “Signature indicates receipt but not necessarily agreement.**
- 2) Add watermark “SAMPLE” across the form.**
- 3) Strike “Actual Completion Date.”**
- 4) Add column: “progress report.”**
- 5) Add column: “measurable outcome and date.”**
- 6) Add to “Performance Criteria Needing Strengthening” column to cite the contract article/number for each criteria.**

X1.2.13

**DUE PROCESS PROCEDURE FOR
PROBATIONARY AND REGULAR FACULTY**

X1.2.13.1 Available Procedures

X1.2.13.1.1 Appeals Process

The appeals process is designed to handle expeditiously a complaint of a faculty member being evaluated and/or a member of the TRC/PRC. This process can be used at any time during an evaluation period; however, complaints filed after a PRC summary report has been completed must be filed within ten days of receipt of the report by the faculty member being evaluated. The appeals process is not intended to replace the grievance procedure outlined in UF/CCCCD Agreement or Board Policy 2002, both of which the faculty member being evaluated is entitled to use.

X1.2.13.1.2 UF/CCCCD Grievance Procedure

A regular faculty member has the right to file a grievance using the UF/CCCCD procedure for violation of this article as it relates to regular faculty members.

X1.2.13.1.3 Board Policy 2002

The faculty member may use Board Policy 2002 to file allegations of unlawful bias on the basis of religion, disability, sexual orientation, gender, race, and ethnicity.

X1.2.13.2 Specifics of Appeals Process

X1.2.13.2.1 Limitations of the Appeals Process

X1.2.13.2.1.1 Allegations of bias

This procedure can be used only when alleging bias based on the following: age, religion, disability, sexual orientation, gender, race, ethnicity, philosophical beliefs, pedagogical differences, or discipline-related schools of thought. When alleging bias, the complainant must be able to provide evidence that the evaluator's bias prevents him/her from making an objective evaluation. Any allegation of bias that will result in an appeal of the content of the evaluation will not be allowed; however, the examination of the content of the evaluation may be used to substantiate alleged bias.

X1.2.13.2.1.2 Allegations of Procedural Violations

This procedure can be used to allege violations of the procedure outlined in this article. ~~The allegations may include failure to follow the established timetable and failure to use the criteria delineated in this article. Any allegation of a procedural violation that will result in an appeal of the content of the evaluation will not be allowed; however, the examination of the content of the evaluation may be used to substantiate alleged bias.~~

X1.2.13.2.1.3 Allegations of an Inappropriate Improvement Plan

This procedure can be used to allege
inappropriateness of remedial activities.

X1.2.13.2.2 Steps in the Appeals Process

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17.6 **EVALUATION OF FACULTY HIRED MID-YEAR:** All full-time faculty hired to begin service mid-year (that is, in a spring semester) shall be evaluated during the second, third, fourth, sixth, and eighth semesters of service. All other conditions of the faculty evaluation policy shall remain unchanged. **All faculty hired mid-year may be evaluated during their first semester at the discretion of the department, using the part-time evaluation procedures.**

Student Evaluations

The parties agree to initiate a pilot program to test using electronic surveys rather than paper Scantron forms to collect student evaluations of faculty.

Beginning spring, 2020, paper scantron forms may be replaced with electronic surveys using Evaluation Kit, at the discretion of the evaluator.

When using electronic surveys, the process will be as follows:

Using current student evaluation procedures, the evaluator will take class time to allow students to fill out form online at that time, and student evaluations will only be administered in sections selected through existing procedures. For students who do not have a smart phone or computer or who prefer to complete the evaluation after class (or for students who are not in attendance when evaluations are administered), the evaluation will remain open online for seven consecutive calendar days. Reminders will be sent electronically (both by email and through the District's LMS), but access to course materials will never be blocked nor will students be required to complete evaluations.

Faculty members may elect to use Evaluation Kit to conduct student evaluations in any section not part of the regular evaluation. Such voluntary student evaluations shall be confidential and not used in evaluation or disciplinary action.

Faculty who elect to use electronic student surveys will retain all due process rights, including appeal and grievance rights under the contract.

Like paper surveys, electronic student surveys may be administered during a different week than the classroom observations. All provisions related to the timing and number of student evaluations to be collected remain in force when using electronic surveys.

The UF and District agree that minor changes to the form necessitated by transitioning to the online form have been made by mutual agreement. The substance of the questions, including their order, will be the same, whether using paper or electronic surveys.

The UF and District agree to conduct a study of student responses to the online surveys (as compared to when paper surveys are used) with the shared goal of moving to fully online student evaluations if no significant disadvantages are discovered. UF and District agree that this part of the agreement will reopen automatically after two years if the parties have not by then agreed to fully transition to electronic student surveys.

Evaluation of Faculty Teaching Online

The parties agree to the following changes in criteria, forms and procedures for evaluating faculty who teach online and partially online (hybrid). UF and District agree to amend the Appendix X guidebooks for faculty who teach online and to implement these changes beginning January 1, 2020.

PART 1: Revised CRITERIA for On-Line Instruction

X2.2.14.1 Demonstrate competence in the design and delivery of on-line course(s) and in other responsibilities included in the teaching load assignment.

X2.2.14.1.1 Provide a syllabus to students that includes the student learning outcomes for the course and is consistent with the course outline of record.

X2.2.14.1.2 Include in the syllabus a description of course content, contact

information (including communication and participation policies), the times, mode, and places where office hours are held, the means by which student work shall be evaluated, grading standards and other relevant information, such as technology/computer-readiness requirements and accessibility support.

- X2.2.14.1.3 Provide orientation materials and resources for students to help them prepare for and navigate the on-line course.
- X2.2.14.1.4 Provide regular and effective interaction between instructor and students and among students.
- X2.2.14.1.5 Provide instruction appropriate to the units offered for the course in keeping with the schedule provided to the students.
- X2.2.14.1.6 At an appropriate point in each instructional module, make a clear statement of the learning objective(s) for the unit/module/session/lesson.
- X2.2.14.1.7 Provide online access to necessary material, and present material in an organized, clear manner.
- X2.2.14.1.8 Present material at a level appropriate to the course.
- X2.2.14.1.9 Display expertise in subject matter appropriate to the assigned discipline(s).
- X2.2.14.1.10 When presenting controversial material, do so in a balanced manner acknowledging contrary views.
- X2.2.14.1.11 When appropriate, combine methods and modalities of instruction (such as text, audio, video, images and/or graphics, etc.).
- X2.2.14.1.12 Regularly assess the teaching-learning process, check student understanding, and modify strategies as necessary to improve results.

- X2.2.14.1.13 Provide instruction in such a way as to stimulate student thinking, encourage and motivate students, and engage them in the learning process.
- X2.2.14.1.14 Fairly evaluate student work by using clear, explicit criteria, relevant to the subject matter as stipulated in the course outline of record.
- X2.2.14.1.15 Maintain accurate records and submit reports such as grade and census rosters according to published deadlines.
- X2.2.14.1.16 Assess students as specified in the course syllabus.
- X2.2.14.1.17 Provide regular feedback to students.
- X2.2.14.1.18 Consistently grade and/or comment on course work and return to students within two weeks of submission for a full-term course, or the equivalent amount of time for a shorter-term course.
- X2.2.14.2 Recognize the rights of students.
 - X2.2.14.2.1 Do not discriminate based on age, gender, disability, nationality, race, religion or sexual orientation.
 - X2.2.14.2.2 Recognize the right of students to express online points of view different from the instructor's.
 - X2.2.14.2.3 Maintain an effective learning environment while treating students fairly and respectfully.
 - X2.2.14.2.4 Be attentive to student questions and comments, and be clear and precise in response.
 - X2.2.14.2.5 Provide clear guidelines with regards to student-faculty communications and what students can expect with regards to how quickly faculty will respond to communications.
- X2.2.14.3 Participate in non-classroom professional responsibilities.

- X2.2.14.3.1 Attend required management-called meetings.
- X2.2.14.3.2 Serve on departmental/subarea/division/area, college, or district committee(s). This activity is required in the third and fourth years only and permitted in the second year. (It is understood, however, that such obligations are to be equitably distributed among all faculty members. An individual should not receive a negative evaluation either for failing to take on or for accepting a disproportionately large share of meetings or committees.)
- X2.2.14.3.3 Maintain regular and timely office hours as specified in this contract, and clearly communicate to students the best ways to get extra help outside of class.
- X2.2.14.3.4 Participate in curriculum development and course outline of record revision.
- X2.2.14.3.5 Participate in the evaluation process in a professional and timely manner.
- X2.2.14.3.6 Participate in professional growth activities beginning the second year and thereafter. These may include the following:
 - A) participating in activities designed to enhance professional performance: independent research, learning and developing strategies for more effectively serving students, advanced course work related to the discipline, creating and maintaining professional contacts, and occupational training;
 - B) serving on college, district, and/or statewide committees; and

- c) participating in conferences and workshops, artistic exhibits, performances, internships, classroom research, and community involvement related to academic area.

X.2.2.14.3.7 The District and the United Faculty recognize that the successful performance of professional duties includes effective online class instruction, and various teaching obligations beyond the classroom such as coaching, journalism, forensics, and the performing arts. In addition, performance of professional duties will include participation in non-instructional responsibilities described herein.

X2.2.14.3.8 The District the UF recognize that compliance and student authentication issues are particularly important to on-line instruction and agree that faculty and management will work cooperatively to ensure that on-line courses comply with all regulatory requirements.

PART 2: Revised PROCEDURES for On-Line Instruction

X2.2.4 ON-LINE CLASSROOM OBSERVATION PROCEDURES

X2.2.4.1 Evaluation shall be conducted by the evaluator(s) in accordance with the timetables. The first time a faculty member is being evaluated for an online course, the online evaluation must be completed by at least one evaluator who has demonstrated qualifications to teach online. It is recommended that to the extent possible the evaluation of all on-line faculty be conducted by evaluators with experience teaching on-line.

X2.2.4.2 In the pre-evaluation conference, the evaluator shall obtain appropriate materials and information regarding course syllabi, outlines, sample current examinations or quizzes, and graded assignments, **and other evidence of faculty/student interactions (such as discussion board posts, live web-conferencing archives, or other communications)**. The confidentiality of student work shall be maintained. During this conference (**face-to-face or using web-conferencing**) the evaluator will also be given an orientation to and instructions

for navigating the online classroom (**such as how to access external tools and proprietary materials, and how best to view interactions between faculty and students**).

X2.2.4.3 Observations shall be scheduled at least one week in advance with the mutual agreement of the faculty member to be evaluated. Prior to the observation the evaluatee shall also complete and submit the Classroom Observation Information Sheet to the evaluator. The evaluatee is responsible for granting the evaluator(s) ~~student~~ **evaluator** access to the online classroom. **The evaluator shall focus primarily on material outlined in the classroom observation plan form and on regular and substantive instructor-initiated interactions and student-student interactions during only the 7-day period of the evaluation, but may access additional non-private material referenced during the evaluation period as needed. Gradebook review shall not be included in the evaluation.**

X2.2.4.4 The evaluator(s) shall observe for a reasonable amount of time to obtain understanding of job performance (for instructors – at least one cumulative classroom or lab hour within a consecutive ~~five~~ **seven**-day period).

X2.2.4.5 Class sections and various teaching obligations beyond the classroom of faculty to be evaluated shall be selected by mutual consent when possible as follows:

For probationary faculty, the evaluator(s) shall observe three class sections, at least two of which will be different courses when possible. Evaluatee will chose one class section and the committee will choose the other two. -For faculty whose assignments regularly span more than one discipline or ~~methodology~~ **mode of delivery**, the TRC will evaluate performance in each ~~area~~ **discipline/mode** at least once during the probationary period.

X2.2.4.6 The documentation used for classroom observation shall include narrative comments (see On-Line Classroom Observation Form).

- X2.2.4.7 Within two weeks of the classroom observation, each evaluator shall complete the classroom observation form and meet with the evaluatee to discuss the observation.
- X2.2.4.8 The counselor, librarian, and learning disabilities specialist assigned as a classroom instructor shall be evaluated for classroom teaching in the same manner as all other classroom instructors.
- X2.2.4.9 To determine the number of students “in attendance” during the observation, the evaluator will check to see how many students have logged in to the course during the 7-day observation period. Under “People” in Canvas, count “active” students during the week being observed. This is the number of students in attendance to be listed on the observation form.

For HYBRID CLASSES

- 1) If any regularly scheduled portion of the course will be on-line, the course will be considered hybrid for the purposes of the evaluation procedure. Online classes where the only in-person portion of the course involves exams given in-person shall not be considered hybrid, but shall be treated as on-line classes for the purpose of evaluation.
- 2) The first time a faculty member teaches a hybrid class, if the faculty member has never been evaluated teaching online in the past, Article 27.5 shall apply. (Note: 27.5 requires that first-time online faculty be evaluated and clarifies that process.)
- 3) For hybrid classes, either the online or the in-person portion of a hybrid class or both may be evaluated, depending on the decision of the department and evaluatee following normal evaluation procedures. Once a faculty member has been evaluated for online instruction, future hybrid course evaluations may be treated as two courses (one on-line and one in-person) for the purposes of evaluation.

- 4) Whenever possible, the same evaluator shall evaluate both delivery modes of the class, and the evaluation will reflect (in the comments section) the connection between both delivery modes of the course.

The UF and 4CD recognize that hybrid class are unique, and we agree to work in consultation with our Districtwide and Campus Distance Education committees, to develop a guidebook with forms and procedures specific to hybrid classes. We agree that Article 17 (Evaluations) and Appendix X will reopen automatically so that we may better address the evaluation of hybrid classes in the next round of negotiations.

PART 3: Revised OBSERVATION FORM for On-Line Instruction

On-Line Classroom Observation Form

Revised Questions

(using the same scoring system with room for comments as has been used previously)

Objectives: At an appropriate location in the unit module, the professor made a clear statement of the learning objective(s) for the unit/module/session/lesson connected to the Student Learning Outcomes of the course.

Preparation: The professor provided students with online access to all necessary materials for the lesson or assignment, appropriate to the contact hours of the period observed.

Organization: The professor presented the material in an organized manner and provided clear and consistent guidance about access to and navigation of course content related to the 7-day evaluation period.

Clarity: The professor presented instructional material clearly.

Expertise: The professor displayed expertise in the subject.

Class Level: The professor presented material at a level appropriate to the course.

Teaching Methods: The professor provided instruction in such a way as to stimulate student thinking, encourage and motivate students, and engage them in

the learning process. When appropriate, the professor combined methods and modalities of instruction (such as text, audio, video, images and/or graphics, etc.).

Respect: The professor treated all students respectfully.

Controversial Material: When presenting controversial material, the professor did so in a balanced manner, acknowledging contrary views.

Comprehension/Interaction: The professor provided regular instructor-initiated substantive interaction and instruction (appropriate to the units offered for the course) including periodically checking student interaction and understanding and modifying teaching strategies as necessary.

Responsiveness: The professor was attentive to student questions and/or comments and provided clear explanation and examples.

On-Line Class Management: The professor demonstrated appropriate technical skills necessary for managing an on-line class, including making all materials accessible in compliance with regulations, and created a structure that encourages student/student and student/faculty interaction.

Course Outline: The professor's syllabus conforms to the existing course outline of record.

Syllabus: The professor's syllabus includes a description of course content, contact information, office hours if applicable, the means by which students will be evaluated, grading standards, and other relevant information.

Evaluation Process: The Professor participated in the evaluation process in a professional and timely manner.

Professional Obligations: The professor meets professional obligations outside of class (submits rosters and grades on time, etc.).

PART 4: Revised STUDENT EVALUATION FORM for Online Instruction

My professor

1. is available online to answer questions as described in the syllabus.
2. participates regularly in my course.
3. teaches and answers questions clearly.
4. checks to see if I understand the material.
5. presents online material in an organized way.
6. encourages me to ask questions and participate.
7. provides opportunities for me to interact with other students in the course.
8. helps me understand the value and usefulness of the material that we are studying.
9. encourages me to think and explore new ideas.
10. tells the class what we are going to do and what we are expected to learn.
11. treats all students respectfully.
12. grades my papers, tests, and other work within two weeks.
13. responds to my work so I know how I am doing and how I can improve.
14. follows the grading guidelines in our course syllabus and explains my grade if I ask.
15. helps me meet the goals and learning objectives of the course.

PART 5: Revised ONLINE CLASSROOM OBSERVATION PLAN FORM

<i>Online Classroom Observation Plan</i>	
(To be completed by the evaluatee prior to the online classroom visit)	
Course _____	Section _____
Date of visit (beginning and ending – consecutive seven-day period) _____	
Number of students enrolled _____	
Evaluatee _____	
Evaluator _____	

Please attach your course syllabus.

1. State the objective(s) of the class for this seven-day evaluation period (and indicate where this is communicated to students).
2. How do you plan to achieve this/these objective(s)? What teaching methods/activities will you use?
3. Explain how the content of this evaluation period fits into the overall course.

4. Describe where in your on-line class your evaluator can observe regular and substantive interaction between instructor and students and among students, including but not limited to:

- a. feedback to students about their work**
- b. responses to student questions**
- c. students interacting with one another**
- d. students engaging with and interacting with course material**

PART-TIME FACULTY STAFFING PREFERENCE

- Add to faculty evaluation summary form: Does this evaluation qualify evaluatee if otherwise eligible to earn or maintain SP? Yes or No**
- Add Staffing Preference Application as part of the faculty evaluation summary form packet to submit to the dean.**

25.1 STAFFING PREFERENCE ELIGIBILITY INFORMATION: Part-time faculty become eligible for staffing preference consideration after their seventh semester of teaching within a given department (summer session does not count toward the awarding of staffing preference). Faculty who wish to be considered for preference must submit an application upon completion of their seventh semester teaching evaluations or qualifying evaluations within a given department by the end of the second full week of classes for consideration in the next semester.

Eligible part-time faculty will be granted staffing preference if they meet the criteria described under either of the groupings described below:

25.1.1 Faculty member has received a summary rating of “exceeds standards of performance” on most recent evaluation ~~if conducted prior to fall 2010, or “consistently high ratings” if conducted fall 2010 and after.~~

25.1.2 Faculty member has received ~~“meets standards of performance” or “satisfactory” level of performance if the evaluation was conducted prior to fall 2010, or a summary rating of “satisfactory performance” if the evaluation was conducted fall 2010 or after,~~ with average to high ratings in most areas, including the following rating totals (excluding “NA”, not applicable):

- On the Classroom/Workplace Observation Form: ~~majority of ratings are “SA” (strongly agree) with no more than 1 “D” (disagree) for evaluations conducted prior to fall 2010, or a majority of ratings are 5 or 4 with no more than one 2 or 1 for evaluations conducted fall 2010 and after.~~

AND

- On the Student Evaluation Forms: ~~the majority of ratings are “SA” in the majority of categories with few “D” (disagree)) for evaluations conducted prior to fall 2010, or the majority of ratings are 5 or 4 with few ratings of 2 or 1 for evaluations conducted fall 2010 and after.~~

BOARD-UNITED FACULTY RELATIONS:

Retroactive to July 1, 2019, Article 3.4.2 is amended as follows:

The replacement cost for released time for United Faculty will be calculated ~~based on the District wide mean salary rate per hour for temporary (part time) instructors.~~ **based on step 1, column 1 of the salary rate on the B-2 schedule.** UF and 4CD agree that as of July 1, 2019, there are no outstanding prior-year debts related to reassigned time.

Retroactive to July 1, 2019, Article 3.7 is amended as follows:

3.7 **DUES:** The following provisions shall apply to dues for unit members.

3.7.1 **Part-Time Employees:** District agrees to deduct dues in uniform amounts from all temporary (part-time) **employees members**

within the unit recognized **upon notification by United Faculty that said employees have affirmed union membership.** ~~who have signed an authorization card for such deductions in a form approved by the District.~~ Such dues shall be transmitted to the treasurer of the United Faculty. The ~~written~~ authorization for dues deduction shall remain in full force and effect unless **the District receives notice of revocation from United Faculty.** ~~revoked as provided in such form, and shall automatically cease upon termination of employment.~~

3.7.2 **Membership Dues:** ~~Agency Shop: Each regular, Contract I, Contract II, Contract III, and regular part time unit employee shall, as a condition of initial and continued employment with the District, become a member of the United Faculty or shall pay a service fee equal to the monthly dues of the United Faculty. This agency shop agreement shall continue for the life of this contract for all current eligible employees.~~

3.7.2.1 United Faculty agrees that it shall furnish a "Certification Form" to District, legally executed, certifying United Faculty membership dues or service charge. Such certification shall be furnished annually prior to June 10 or upon any change in such dues or service charges. The certification shall provide substantially the following:

I certify that the dues and service charge for employees eligible within the unit for ~~Agency Shop membership~~ dues and service charges requirements is \$ _____ per _____.
Effective Date _____
Date of Certification _____
Signature _____
Title _____

3.7.2.2 District shall, **prior to or** at the time an individual's employment commences or status changes to bring him/her into the eligible classes, furnish to each employee a **membership application/enrollment card provided by United Faculty.** ~~written statement~~

~~and an enrollment card which shall include substantially the following:~~

ARTICLES 3.7.2.2.1 THROUGH 3.7.2.3.3 SHALL BE STRUCK AND REPLACED AS FOLLOWS:

3.7.2.3 United Faculty shall, by the 15th day of each month, provide the District with a listing of new or withdrawing union members, upon which listing the District shall take action to commence or cease deductions in that month.

3.7.2.4 District agrees that during the life of this contract and to the extent the laws of the State of California permit, and as provided in this article, District will deduct one (1) month's current and periodic United Faculty **membership** dues or service charge amount based upon the "Certification of Membership Dues and Service Charges" in uniform amounts, from the pay of each eligible employee **as identified by United Faculty**. ~~who has voluntarily executed and delivered to the District an authorization form in substantial compliance with Section 3.7.2.2.2.~~

3.7.2.5 Changes in the amount of monthly uniform United Faculty **membership** dues or service charges...

GRIEVANCES

Add to section 19.4.4.1.3 If hearing is held in public session, one hour shall be allotted with the grievant having 20 minutes to present, the District 20 minutes to respond, and the Board having 20 minutes to question the parties.

DISTANCE EDUCATION

The Parties Agree to add an article to the contract called "Distance Education" as Article 27, as follows:

27.1 Definition of Distance Education: Distance Education refers to instruction in which the professor and students are separated by time and/or distance and interact through the assistance of technology. All approved courses offered as distance education (including fully online and partially online [hybrid] courses) must include regular, effective, and substantive contact between professor and students and among students.

27.2 Preparation and Professional Development for Faculty Who Teach Online:

All faculty who teach online (including partially online or hybrid courses) must have successfully completed a professional development program (course or mentorship) in online pedagogy and technology (including Learning Management System [LMS] competency) approved by the Districtwide Distance Education Council (DDEC), which shall include campus Distance Education Committee Chairs.

27.2.1 District shall make DDEC-approved professional development (course and mentorship) in online pedagogy and technology (including LMS competency) available at no cost to faculty every semester online. The DDEC-approved course will allow faculty to submit exiting material as part of their coursework.

27.2.2 Faculty who are currently teaching online or have taught online in the past but who have not completed DDEC-approved training shall have until January 1, 2021, to successfully complete the training. During that time, they may continue to teach online, subject to regular staffing and scheduling considerations.

27.2.3 Faculty who are scheduled to teach online in spring or fall of 2020 and who have taught online in the 2018-19 or 2019-20 academic years but who have not completed DDEC-approved training are eligible to be compensated for up to 10 hours at their “other academic rate” for participating in DDEC-approved training.

27.2.4 A faculty member may present evidence of equivalent training for approval by DDEC in lieu of completing any of the above (such as comprehensive @ONE training offered in past years).

27.2.5 A faculty member who presents evidence of professional development to the DDEC that is not accepted as equivalent to locally approved training may file a due-process appeal following procedures outlined in Article 8.1.1.4.

27.2.6 Having been deemed qualified to teach online at one District college qualifies a faculty member to teach online at all colleges in the District.

27.2.7 Having completed training or otherwise having demonstrated qualifications to teach online does not guarantee that a faculty member will be assigned to teach online.

27.3 Staffing, Scheduling and Load for Teaching Online:

Online classes shall be staffed and scheduled in the same manner and according to the same contractual provisions as face-to-face classes. Load for new online classes shall be established consistent with load for in-person classes, per Article 7.2. Faculty who teach online are subject to the same expectations as faculty teaching in-person for professional work and contributions outside the classroom.

27.3.1 No faculty member can be required to teach online, except in underload situations as described in Article 7.4.

27.3.1.1 A part-time faculty member who is offered an online section but is not offered an in-person section shall not be deemed to have been required to teach online.

27.4 Evaluation of Faculty Teaching Online

If the first semester in which a faculty member teaches online or partially online is a semester in which a regular evaluation is scheduled, the faculty member's online class shall be one of the classes evaluated. If the first semester in which a faculty member teaches online or partially online is a semester in which a regular evaluation is not scheduled, the faculty member's online class shall be evaluated using the online procedures as outlined in Appendix X, except the results shall not be used for part-time staffing preference eligibility or tenure decisions. The off-schedule evaluation of the online class (the first time it is offered) shall have no effect on the cycle of regular evaluations. The first online evaluation must be completed by at least one evaluator who has demonstrated qualifications to teach

online.

27.5 Privacy

Whenever possible, faculty shall be notified in advance and informed of the purpose whenever management enters an online classroom, except where safety concerns necessitate immediate intervention. Faculty who teach online have the same privacy expectations, rights and responsibilities as faculty who teach in person.

27.6 Learning Management System (LMS)

All online classes shall include regular and substantive interaction between professor and student and among students using the District-adopted learning management system. Students must access all online course material through the District-adopted LMS; this does not preclude integration of external resources.

27.7 Technical Support

The District and/or colleges shall provide technical support for online instruction.

ACADEMIC FREEDOM

The parties agree to add an article to the contract called “Academic Freedom” as Article 28, as follows:

28.1 The District and United Faculty recognize that protecting academic freedom is essential to our district’s vision to be a beacon of excellence in learning and equitable student success, as well as to our mission to transform lives by providing outstanding learning opportunities, nurturing and empowering all students to achieve their educational goals. All faculty members (including both instructional and non-instructional faculty, full-time and part-time) shall therefore be free to pursue instruction, grading, scholarship, policy discussions, and public discourse in an environment free from intimidation and censorship. Academic freedom as a form of freedom of expression shall exist within the general framework of the United States Constitution, the California State Constitution, and requirements of the California Education Code, California Community College regulations, District

Policy, and official course descriptions. This freedom shall be maintained in all media (printed, oral, visual, and electronic) and in all interactions between students, faculty, staff and administration. No faculty member shall be mistreated, disciplined, reassigned, or have his/her assignment terminated for exercising his or her academic freedom as defined in this article. And the District and UF will actively support and protect full freedom of faculty to teach, research and pursue knowledge without fear of retribution or punishment.

28.2 Academic Freedom is understood to include both rights and responsibilities. In the performance of their duties, all faculty (including both instructional and non-instructional, full-time and part-time) have the right to speak and write free from viewpoint censorship and shall not be restricted

- a) in displaying buttons, clothing, insignias, or symbols that convey expressive speech, provided such speech is not obscene or defamatory according to current legal standards;
- b) displaying posters, photographs, art, comics, or similar material in their offices or private work space, immediately outside their offices or work space, or on the outside of their office doors or windows, provided such displays are not obscene or libelous according to current legal standards, violate State or Federal law, or state or imply that the display expresses the views of the District or College;
- c) their speech and associational rights as provided under the California Educational Employment Relations Act (EERA).

28.3 All faculty members shall be free to teach or otherwise provide or participate in educational functions and/or services in an environment free of intimidation, censorship, and deliberate disruption or interference; examine, explore, or endorse unpopular or controversial ideas, either in classroom teaching or in discussions with students outside the classroom or in academic research or publication; select course texts and other instructional materials subject to department and/or program policies and in line with approved course outlines; engage in pedagogical experimentation with the intent to improve student learning; and express in a professional manner with and among students, faculty, staff and administrators differences of opinion about academic matters, college plans or policies, and administrative decisions.

28.4 The District recognizes the right of faculty to speak or write as private individuals and engage in public discourse. When faculty speak or write as citizens, they will not claim they are speaking for the District or College unless

specifically authorized to do so, nor will they state or imply that their views reflect those of the District or College unless specifically authorized to do so.

28.5 Academic Freedom for faculty shall extend to the internet, including online teaching as well as all electronic communications and social media.

28.6 Academic Freedom for librarians shall include, in part, informing collection decisions, recommending sources and texts to students, guiding academic research, providing reference and other student-support services free from constraint or censorship.

28.7 Interference with or censure of an academic employee by District officials or by outside individuals or groups because of the faculty member's introduction of relevant and controversial subjects or provision of relevant and appropriate educational professional services to students in the performance of his or her duties as a professor is precluded by the principle of academic freedom as defined in this article. The District and UF recognize the fundamental need to protect faculty from censorship, restraint or harassment that might interfere with their teaching or other education functions. When instances of interference, intimidation or harassment occur, the District and/or College will take steps to support faculty and defend academic freedom.

28.8 The principles of Academic Freedom do not justify hate-speech or other unprofessional conduct or communications. Academic Freedom should not be understood as a license to deviate regularly from course content as described in course outlines of record or to insert inappropriate content into one's course. Faculty should foster a classroom environment that is conducive to student learning, growth, and development in which students are free from unlawful bullying, discrimination, prejudice and harassment and in which students are free to express relevant ideas and opinions. The intent of this article is not to discourage what is "controversial." Controversy is at the heart of free academic inquiry which the entire article is designed to focus. The statement serves to underscore the need to avoid persistently intruding material which has no relation to the subject.

DURATION

26.1 **DURATION:** The parties agree that the current contract including all side agreements and the negotiated changes become the successor contract for **2019-20**,

**2020-21, and 2021-22, expiring June 30, 2022. ~~2017-18, 2018-19, and 2019-20,~~
~~expiring June 30, 2020~~**

26.2 **REOPENING:** During the ~~2019-20~~ **2021-22** fiscal years, the contract is subject to re-openers. Each party may designate up to two articles ~~each year~~ to be reopened (excluding compensation and the District's contribution towards benefits, unless a trigger within this agreement allows for reopening on total compensation). As specifically stipulated in other areas of the 2019-20 tentative agreement, some articles (e.g. benefits related to new plans, evaluation, etc.) will be subject to review during the period prior to 2021-22. In addition, the following articles/issues will automatically reopen:

- Article 20 to discuss professional-development units submitted for advancement on the salary schedule, as well as educational units earned “over and above” terminal degrees
- Evaluation of partially online (hybrid) classes
- Student Evaluations (evaluate pilot program and next steps)
- Part-Time Parity Plan Phase 1 and 2 (including possible cost-saving ideas, such as changes to part-time health benefits)
- Discipline and Investigations of Alleged Misconduct
- Religious Leave
- Flex Reporting and Activities
- Benefits (to implement new High-Deductible Plan and HSAs)
- Article 7 Connected to Ongoing Work of the Load Task Force
- Intellectual Property Rights Side-Letter Templates