

18I.2 Evaluations

Part-time unit members shall be evaluated within the first two Terms, including summer term, of employment. This process shall be repeated in all disciplines where the Part-time unit member is assigned. Evaluations shall be peer review driven with coordination and appropriate involvement of the appropriate Administrator (Education Code 87663). Thereafter evaluation shall be done at least once every three (3) Calendar Years of employment. If there is a break in service of two (2) Academic Years, the unit member shall be evaluated during the first semester of reemployment. The date the unit member discussed his/her evaluation with the evaluator or his/her appropriate Administrator shall be included in the written evaluation document. Evaluations shall address the Faculty Standards in [Article 18I.7](#). Each segment of the relevant Faculty Standards shall be addressed.

The evaluator will notify the evaluatee a minimum of one (1) week before the observation takes place. The unit member being evaluated is encouraged to provide relevant course information including exam dates. Visit for observation may be unannounced, but shall occur with the consent of the Part-time unit member being evaluated. If there is difficulty in coordinating the visit, the peer evaluator and evaluatee shall schedule a specific visiting time.

Refer to [Article 10F.3g-k](#) for evaluation of on-line classes.

There shall be no adverse impact upon Seniority List placement due to the failure to institute the contractually required evaluations. Evaluations reflect “Satisfactory”, “Needs Improvement” or “Unsatisfactory”. “Satisfactory” guarantees placement on the Seniority List or retention of placement on the Seniority List. In addition, all other criteria in [Article 18B](#) must be met. If a Part-time unit member is assigned in more than one (1) discipline, this process shall be applied to each discipline separately.

Notwithstanding the above, the parties recognize the provisions of Education Code 87665 which states, “The Governing Board may terminate the employment of a Temporary (Part-time) employee at its discretion at the end of a day or week, whichever is appropriate.” In exceptional circumstances, upon the recommendation of management, a Part-time unit member may be terminated from District employment without a second evaluation described in [Article 18I.2a. and b.](#) below. This termination may occur at the end of the day or week, whichever is appropriate, and the unit member shall be notified.

a. Needs Improvement Status

A Part-time unit member is in “Needs Improvement” status if his/her most recent evaluation identifies a “Needs Improvement.” The intent of a “Needs Improvement” recommendation is that the unit member be given an opportunity to improve, and resulting in a “Satisfactory” follow-up evaluation. At the request of the Part-time unit member, the Faculty Association shall function exclusively to monitor the evaluation process as to contract and procedural due process issues.

(1) **Process and Timeline for Needs Improvement Status**

- (a) Categories for which improvement is recommended shall be specifically indicated in an evaluation conducted by a unit member or by the appropriate Administrator, in accordance with [Article 18I.2](#) above or [Article 18I.3](#) below. These categories must conform to those listed in [Article 18I.7a.-f.](#) and/or those listed in the negotiated evaluation forms used in the initial evaluation process;
- (b) An evaluation with the recommendation of “Needs Improvement” shall be forwarded to the appropriate Administrator within fifteen (15) work days of the Part-time unit member evaluatee receiving the written evaluation;
- (c) The appropriate Administrator will convene a meeting with the Part-time unit member evaluatee and the evaluator within fifteen (15) work days of receiving the written evaluation. The purpose of the meeting is to clarify the evaluation and the areas that need improvement;
- (d) If the “Needs Improvement” recommendation comes from the Administrator, the Administrator will convene a meeting with the Part-time unit member no later than the last day of the Term in which the evaluation took place. The purpose of the meeting is to clarify the evaluation and the areas that need improvement;
- (e) The unit member evaluatee should be re-evaluated within the next Term. If the unit member evaluatee does not have an assignment during that time, re-evaluation will occur the next Term in which he/she has an assignment. The re-evaluation will be performed by a different evaluator;
- (f) If a Part-time unit member evaluatee receives a “Satisfactory” evaluation, he/she is taken off “Needs Improvement” status. Notwithstanding, the appropriate Administrator may elect to accelerate the timeline for the next regular evaluation, in accordance with [Article 18I.3](#) below.
- (g) If the subsequent re-evaluation described in [Article 18I.2a.\(1\)\(d\)](#) above results in a final summary of “Needs Improvement” or “Unsatisfactory,” the unit member evaluatee’s performance shall not be considered to uphold a standard that warrants rehire preference. The unit member shall be removed from or not placed on the Seniority List(s). If the unit member evaluatee has received an assignment(s) for the Term(s) following the unit member evaluatee’s removal from the Seniority List(s), the appropriate Administrator will reassign the course(s), counseling or library assignment in accordance with Articles [18B.1d.](#), [18B.1e.](#) and [18B.1g.](#)
- (h) If a unit member evaluatee has been removed from the Seniority List pursuant to [Article 18I.2a.\(1\)\(f\)](#) above and is rehired at a later date, for Seniority purposes the unit member shall be treated as a new hire.

The new date of initial Term of service shall be the first day of the Term, when the unit member returns to paid service, pursuant to [Article 18B.1b](#).

b. Unsatisfactory Status

“Unsatisfactory” means that the Part-time unit member’s performance is deemed unsatisfactory for continued employment. A Part-time Unit member is in “Unsatisfactory” status if his/her most recent evaluation identifies an “Unsatisfactory” Performance. At the request of the Part-time unit member, the Faculty Association shall function exclusively to monitor the evaluation process as to contract and procedural due process issues.

(1) Process and Timeline for Unsatisfactory Status

- (a) Categories for which the unit member is deficient shall be specifically indicated in an evaluation conducted by a unit member or by the appropriate Administrator, in accordance with [Article 18I.2](#) above or [Article 18I.3](#) below. These categories must conform to those listed in [Article 18I.7a.-f.](#) and/or those listed in the negotiated evaluation forms used in the initial evaluation process;
- (b) An evaluation with the recommendation of “Unsatisfactory” shall be forwarded to the appropriate Administrator within fifteen (15) work days of the observation visit;
- (c) The appropriate Administrator will convene a meeting with the Part-time unit member evaluatee and the evaluator within fifteen (15) work days of receiving the written evaluation. The purpose of the meeting is to clarify the performance areas in which the unit member’s performance was deemed deficient;
- (d) If the “Unsatisfactory” recommendation comes from the Administrator, the Administrator will convene a meeting with the Part-time unit member no later than the last day of the Term in which the evaluation took place. The purpose of the meeting is to clarify the performance areas in which the unit member’s performance was deemed deficient;
- (e) A second evaluation will normally be performed within fifteen (15) work days after the meeting with the appropriate Administrator, evaluatee, and evaluator. The second evaluation shall be done by a different evaluator in accordance with this [Article 18I.2](#). At the appropriate Administrator’s prerogative, this required re-evaluation may be deferred to the following Term. In such cases, the appropriate Administrator may offer an assignment for the following semester that carries less than the sixty seven percent (67%) Load entitlement given in [Articles 18b.1g.](#), [18C.2](#) and [18J](#);
- (f) If the subsequent re-evaluation described in [Article 18I.2b.1.\(d\)](#) above again identifies “Unsatisfactory” performance or identifies “Needs Improvement,” the unit member evaluatee, who is on the Seniority list, shall be removed from the Seniority List. If the unit member evaluatee has received an assignment for the Term(s)

following the re-evaluation which resulted in an “Unsatisfactory” or “Needs Improvement” status, the appropriate Administrator will reassign the course(s), counseling or library assignment(s) in accordance with [Articles 18B.1d.](#), [18B.1e.](#) and [18B.1g.](#));

- (g) If the subsequent re-evaluation described in [Article 18I.2b.1\(d\)](#) above results in a final summary of “Satisfactory,” the unit member is taken off “Unsatisfactory” status. The unit member will be re-evaluated under provisions of [Article 18I.2a.](#) during the following semester.
- (h) If a unit member evaluatee who has been removed from the Part-time Faculty Seniority List is rehired at a later date, for Seniority purposes he/she shall be treated as a new hire. The new date of initial Term of service shall be the first day of the Term when the unit member returns to paid service, pursuant to [Article 18B.1b.](#)

18I.3 Additional Evaluations

Management reserves the right to conduct more frequent evaluations. These unscheduled evaluations may be conducted by the appropriate Administrator or different Full-time Faculty member than the initial Evaluator.

18I.4 Student Evaluations

The negotiated standard Student Evaluation Forms shall be distributed and collected by the evaluator as part of the classroom visit or appropriate observation. See Appendices: Evaluation: Counselor Faculty Evaluation Form: Student Survey, Evaluation: Library Faculty Orientation - Student Survey Form, Evaluation: Student Response to Instruction Form - Face to Face Class, Evaluation: Student Response to Instruction Form - Math Emporium, Evaluation: Student Response to Instruction Form - Online Class.

The negotiated standard Student Evaluation Forms shall be summarized as part of the negotiated evaluation report. The negotiated student evaluation forms shall be anonymous. The summary shall be a fair and accurate report of the information provided on the Student Evaluation Forms.

The evaluation report shall be a fair and accurate summary of the judgment of the individual evaluator. The student evaluation forms should be returned by the appropriate Administrator to the Part-time unit member evaluatee at the end of the Academic Term after grades have been submitted.

18I.5 Rights Of Part-Time Faculty To Perform Evaluations or Evaluation Training

A qualified Part-time unit member may perform Part-time Faculty evaluations. Part-time unit members shall not evaluate other Part-time unit members with whom they compete for assignments within a discipline.

Qualification as an evaluator is dependent upon participation in evaluation training. Training sessions for performing evaluations shall be conducted by the Faculty Association on an annual basis as part of Professional Development activities. Part-time unit members who have completed their third semester or later of employment in the District, who have completed one training session on evaluation, and who have “Satisfactory” status, shall be eligible to become evaluators. Compensation for completing a training session shall be made, not to exceed three (3) hours at the rate stated in [Article 21G.2b.](#)

The Part-time unit member who performs evaluations shall be paid according to [Article 21C.1f.](#) to perform the evaluation service.

181.6 Evaluation Of Contract, Regular, And Temporary Leave Replacement (TLR) Faculty Performing Overload

Contract, Regular and Temporary Leave Replacement (TLR) unit members who are providing service on an overload Part-time assignment outside their Primary Discipline shall be evaluated as per the guidelines as set out in this Article.

181.7 Faculty Standards

a. Forward

Faculty at Chabot College and Las Positas College have been selected with considerable care and with particular attention to their ability to give freely of their knowledge and talents to students. Each unit member is asked to assume the personal and professional obligations which inhere in a career as college Instructional, Counseling, Library or Special Assignments Faculty. The Faculty are expected to be professionals with students, colleagues and staff, adhere to the assignment responsibilities, and to demonstrate collegial participation defined as contributing to a collaborative, respectful working environment with all staff. Criteria for excellence in working with students are listed below. In addition, the applicable specific Faculty Standards are set forth for Instructional, Counseling, Library and Special Assignments Faculty.

b. Excellence in Working with Students

- (1) Knowing their subject fields in depth, keeping up to date and being alert to new materials in the literature;
- (2) Challenging students and setting high expectations with full knowledge of the diversity of human qualities and learning styles;
- (3) Demonstrating sensitivity in working with students, including those of diverse racial and ethnic backgrounds, sexual orientations, and abilities; and
- (4) Creating opportunities for students to assume responsibility for their own learning.

c. Professional Responsibilities for All Part-time Faculty

- (1) Participate in program and subject area improvement tasks such as creating and assessment of Student Learning Outcomes (SLOs), Service Area Outcomes (SAOs), Course Learning Outcomes (CLOs) and Program Learning Outcomes (PLOs), program review, and curriculum development.

d. Specific Standards for Part-time Instructional Faculty

- (1) Delivering coherent lectures;
- (2) Creating assignments that serve instructional goals;
- (3) Creating exams and/or other evaluative assignments that test for mastery of course content;
- (4) Creating course materials that serve instructional goals;
- (5) Organizing course content so that it encompasses authorized course outlines;
- (6) Identifying basic and essential concepts and developing pertinent materials and strategies that will assist students in understanding the core subject matter consistent with the official course outline;
- (7) Preparing carefully and organizing a course of instruction which adheres to the objectives and suggested materials listed in the course outline, and which encourages student use of campus resource centers and laboratories. If unit members within a team teaching class (see [Article 10D.2d.](#) for definition) have adopted a required text, that text must be used unless the unit members in the affected class agree to an exception;
- (8) Teaching with imagination, vigor, and clarity, attempting to provide a framework of learning which consciously places topics in a well-knit relationship one to the other;
- (9) Applying new technologies in the delivery of instruction where appropriate; and
- (10) Meet deadlines and submittal of Census Reports and grades. See [Article 1C.1.cc.](#) for Census definition.
- (11) See [Article 10F.3g-k.](#) for standards to evaluate an on-line class.

e. Specific Standards for Part-time Counseling Faculty

- (1) Working in and supporting a collaborative Counseling Division team environment and meeting assignment responsibilities;
- (2) Demonstrating a wide variety of counseling skills (listening, interviewing, trusting, encouraging, flexible, resourceful, fair) and counseling techniques while providing academic, career, and personal counseling services;

- (3) Demonstrating a high degree of accuracy when providing information concerning college/university transfer, degree requirements, College/District procedures and course curriculum;
- (4) Applying new technologies in the delivery of counseling services;
- (5) Developing and implementing new/revised projects, programs, and activities in accordance with the Counseling Divisions' Adopted Goals and Objectives;
- (6) Developing liaisons between the Counseling Division and Instructional Divisions and achieving familiarity with College and District goals and policies;
- (7) When applicable to a particular coordination assignment, demonstrating leadership and advocacy in collaboration with other staff in a particular unit; and
- (8) When applicable to a particular coordination assignment, demonstrating planning and vision in delivering counseling and student support services.

f. Specific Standards for Part-time Library Faculty

- (1) Working in and supporting a collaborative Library team environment; Developing and implementing new/revised projects, programs and plans in accordance with the Adopted Goals and Objectives of the Learning Resources Program;
- (2) Promoting student and staff access to use of the library through comprehensive reference service and bibliographic instruction;
- (3) Contributing to building, organizing, and maintaining library collections, including implementing electronic access to information;
- (4) Teaching students in class orientations, individually, and through Library Skills courses;
- (5) Developing liaisons between the Library and Instructional Faculty and achieving familiarity with College and District goals and policies; and
- (6) Applying new technologies in the delivery of library services.

g. Specific Standards for Part-time Faculty on Special Assignments/Coordinator Assignment(s)

The unit member evaluatee and the supervisor will develop standards appropriate to each Faculty on Special Assignments/Coordinator Assignment(s). The Faculty Standards shall be clearly related to the Special Assignments/Coordinator Assignment(s) and comparable in their level of specificity to the Faculty Standards described above for the other categories of faculty. The Faculty Standards shall be approved in writing by the appropriate Vice President, within three (3) weeks of the first day of service of the Part-time unit member.

18I.8 Training For Evaluators

Qualification as an evaluator is dependent upon participation in evaluation training. Training sessions for performing evaluations shall be conducted on an annual basis by the District and the Faculty Association. Each Division shall be required by the end of the fifth (5th) week of the Academic Year to submit a schedule to the appropriate Vice President for conducting faculty evaluations. Each appropriate Administrator shall be responsible for maintaining a cadre of trained evaluators who will fulfill the Division's evaluation obligation.

a. Pay for Evaluator Traveling to a Distant Site

Evaluators shall be paid the Internal Revenue Service (IRS) mileage reimbursement rate to travel to a distant campus for the purpose of performing the evaluation.

18I.9 Grievance

A unit member shall be able to grieve his/her placement on the Seniority List. A unit member shall be able to grieve non-placement on the Seniority List based upon the failure to do the required Faculty evaluation(s) in a timely manner. A unit member cannot grieve the results of a properly performed faculty evaluation.

Nothing in this Article shall be construed to permit either the Faculty Association or a unit member to file a grievance to challenge the substance of any evaluation. Any grievance challenging the procedure utilized for an evaluation shall only be filed after the completion of the evaluation process at issue.

18J. Maximum Workload

18J.1 Sixty-Seven Percent (67%) Law Limit On Assignments

Part-time unit members shall be limited to assignments totaling no more than sixty-seven percent (67%) of a Full-time (100%) workload in any semester. This Load limit is computed in terms of Calculated A Hours (CAHs) per week. Summer Session, Inter-session and office hours are excluded from the calculation. Sixty-seven percent (67%) of a Full-time Load is 10.05 Calculated A Hours (CAHs) or equivalent. See [Article 1C.1d](#).

18J.2 Sixty-Seven Percent (67%) Law Exceptions

Under the provisions of Education Code Section 87482, a Part-time unit member may be assigned to teach more than sixty-seven percent (67%) of a Full-time workload limit in any one (1) semester, Classified Professional with Part-time status, so long as these assignments are limited to no more than two (2) semesters within any period of three (3) consecutive Academic Years. [See [Article 18J.1](#) above for definition of sixty-seven percent (67%) of a Full-time Load.] Subject to Education Code extension, a Part-time Nursing Faculty may be assigned to teach more than sixty-seven percent (67%) of a Full-time workload limit in any one (1) semester, so long as these assignments are limited to no more than four (4) semesters within any period of three (3) consecutive Academic Years.

Part-time unit members shall only become eligible for an assignment above the sixty-seven percent (67%) limit after their satisfactory first evaluation, except in special circumstances in consultation with the Vice President, Academic Services.

18J.3 Sixty-Seven Percent (67%) Law Exclusions

Paid participation by Part-time unit members in evaluations, professional development activities, committee work, governance, grant writing, advising student organizations, meetings that are not related to coordinator's duties or other assignment responsibilities, class substitution on a day-to-day basis, ancillary activities, or any other service of an occasional nature shall not count toward the Load limit as stated in [Article 18J.1](#) above.

Effective Fall Semester 2019, tutorial hours (Faculty Hour H) shall not count towards the Load limit as stated in Article 18J.1 above.

[See [Article 18J.6](#) below for paid office hour(s) exception to the Sixty-seven Percent (67%) Law.] Professional responsibility hours, as defined in [Article 18I.7c.](#), do not count in the 67% Law limit. Professional responsibility hours as defined in [Article 18T](#) below, do not count in the Sixty-seven Percent (67%) Law calculation.

Substitute service, per class section, for more than two (2) consecutive weeks is included in the Sixty-seven Percent (67%) limitation and shall be counted from the initial day of substitute service for the course.

18J.4 Part-Time Faculty Office Hours/Eligibility

If a Part-time unit member's instructional assignment is three (3) Calculated A Hours (CAHs) or more in a given Fall or Spring Semester, not counting Activity Hours or courses taught exclusively on an individualized mastery learning basis, he/she shall have the option of serving one (1) weekly office hour paid at the rate specified in [Article 21G.1f](#). If the unit member's assignment is six (6) Calculated A Hours (CAHs) or more, he/she may serve an additional weekly paid office hour, for a maximum of two (2) hours total, with the approval of the appropriate Administrator. (For Summer Session and Inter-session assignments see [Article 17D](#).)

Contract and Regular unit members who are on an approved one hundred percent (100%) Leave of Absence and teach as Full-time Faculty for overload while on a Leave of Absence shall be eligible for paid office hours according to the above. The office hours shall be held on campus or at appropriate off-campus sites (approved by the appropriate Administrator). The place and time of the office hour(s) shall be communicated in writing to the appropriate Administrator.

18J.5 Part-Time Faculty Office Hours Notice Of Intent

During the first week of each semester, each Part-time unit member who intends to provide office hours during the semester shall submit to the appropriate Administrator the time and location of the office hour in his/her Syllabus.

18J.6 Part-Time Faculty Office Hours Syllabus Requirement And Sixty-Seven Percent (67%) Law Exclusion

All Part-time unit members who elect to take a paid office hour must state the time and place of the office hour in the appropriate course Syllabus which shall be on file in the appropriate Administrator's Office. It is understood that office hours for Part-time unit members do not count in the sixty-seven percent (67%) calculation of maximum workload defined in Articles [18J.1](#) and [18J.2](#).

18J.7 Access To Supplies

All Part-time unit members shall have full access to supplies, materials, films, and duplicating in the same manner as Contract, Regular and Temporary Leave Replacement (TLR) unit members have access to these resources.

18K. CalSTRS (California State Teachers' Retirement System) Cash Balance Plan (Defined Contribution Plan), CalSTRS Defined Benefit Plan, Or Social Security

All eligible Part-time unit members shall have the option to choose between the following two different CalSTRS (California State Teachers' Retirement System) Plans or Social Security:

a. The CalSTRS Cash Balance Plan, which is a Defined Contribution Plan, which is four percent (4%) of salary paid by the District and four percent (4%) of salary paid by the unit member, subject to Internal Revenue Service (IRS)/CalSTRS approval;

or

b. The CalSTRS Defined Benefit Plan. Contribution rates for the District and the unit member are established by the Education Code and through CalSTRS Employer Directives.

or

c. Social Security. Contribution rates for the District and the unit member are established by the Internal Revenue Service.

All Part-time unit members are eligible to elect the CalSTRS Defined Benefit Plan at any time. The Social Security Election is a one-time election at date of hire. A unit member who elects the CalSTRS Defined Benefit Plan at a later date may elect to buy prior service covered by the Cash Balance Plan through paperwork completed with CalSTRS.

18L. Compensation For Office Hour

See [Article 21G.1f](#).

18M. Summer Session And Inter-Session Assignments Priority To Contract And Regular Unit Members

Prior to making offers to Part-time unit members, Summer Session and Inter-session assignments shall be offered to Contract and Regular unit members.

18N. Medical Benefits

See [Article 20A.6](#) for Part-time unit member medical benefits.