

**TENTATIVE AGREEMENT
FROM THE
WEST HILLS COLLEGE FACULTY ASSOCIATION CTA/NEA
TO THE
WEST HILLS COMMUNITY COLLEGE DISTRICT**

January 11, 2008

The collective bargaining provisions herein by the West Hills Faculty Association to the West Hills Community College District are expressly pursuant to the Educational Employment Relations Act and Article 21, Miscellaneous, of the current Collective Bargaining Agreement between the parties.

It is the intention of the West Hills Faculty Association to bargain in good faith over the proposals submitted by the respective parties to the Collective Bargaining Agreement pursuant to the Educational Employment Relations Act.

Any article proposed for amendment by the Exclusive Representative in accordance with Article 21, shall be deemed herein to remain unchanged in the Collective Bargaining Agreement unless otherwise expressly stated.

**ARTICLE 4
EVALUATION PROCEDURE**

Article 4 EVALUATION PROCEDURE shall remain unchanged except for the insertion of the attached Online Instructor Team Evaluation Form and the Online Course Student Evaluation into Exhibit "A": Evaluation Forms. (TA 9/18/07)

**ARTICLE 5
CALENDAR**

Article 5 CALENDAR shall remain unchanged except for the following amendments:

5.1 Calendar

The parties agree to form a committee with the express purpose of analyzing the potential advantages and disadvantages associated with the implementation of a compressed 16 week calendar. The committee shall be comprised of three (3) members appointed by the Faculty Association and three (3) members appointed by the District administration. Among the review and considerations by the committee, shall be the amount of total semester hours of teaching, the equivalent number of minutes and hours of teaching which shall comply with the minimum requirement of 175 teaching days under the traditional calendar, the impact on students, and the success or lack thereof experienced by other institutions which have adopted the compressed calendar. The committee shall report its findings to the Association and the District administration not later than June 30, 2008. (TA 6/6/07)

ARTICLE 20
DISTANCE LEARNING

Article 20 Distance Learning shall remain unchanged except for the following amendments:

20.1 Preamble

Distance Learning is defined as the use of technology for at least 51% or more of the time to deliver instruction during the course term in which the instructor and student are separated by distance.

The District reserves the right to offer courses in any medium it determines best meets the needs of the student. The District may consider schedule, faculty preference, student preference, historical patterns of class offering and available technology in determining how a class will be offered. The District will utilize available technology in evaluating non-traditional courses. To the extent practical, non-traditional courses will be treated in all respects like traditional courses.

20.2 Online Learning Instructor Qualifications

Faculty members who wish to teach an online course are encouraged to either take an online course themselves or take a course in teaching distance learning courses, or have taught an online course within the immediate past five (5) years, as a means to enhance their eligibility to teach in an online learning mode.

20.3 Class Size

- 20.3.1 For courses fully taught in an online mode, enrollment shall be limited to a maximum of 50* students per section. (*Except as noted in existing or current class size limitations, i.e., English)

If on the census date, the enrollment is at 51 or more students, the faculty member will receive a stipend of \$1000. An additional \$1000 stipend will be awarded for every ten students enrolled above the 50.

- 20.3.2 For courses fully taught in video-conference mode, enrollment shall be limited to a maximum of 50* students per section. (*Except as noted in existing or current class size limitations, i.e., English.)

If on the census date, the enrollment is at 51 or more students, the faculty member will receive a stipend of \$1000. An additional \$1000 stipend will be awarded for every ten students enrolled above the 50.

20.4 Compensation/Workload

- 20.4.1 An instructor who teaches a course delivered entirely in an online mode for the first time will be compensated at one and one-half (1 ½) times the regular unit load for that course, on the condition that the instructor agrees to teach that course in that mode for a minimum of two (2) semesters within a period of two (2) consecutive years.

- 20.4.2 An instructor who teaches a course delivered entirely in a video-conference mode will be compensated by a stipend of two hundred and fifty dollars (\$250.00) in addition to regular unit load for that course conditioned upon reaching a minimum class size of thirty five students.
- 20.4.3 The compensation/workload provisions (Section 20.1.2.1 and 20.1.2.2) shall not apply to instruction using any other distance learning mode or any hybrid thereof.

20.5 Technological and Instructional Support

- 20.5.1 The District shall establish and maintain a help desk for on-line course support to faculty, students and staff.
- 20.5.2 Technical support will be available for all video-conference courses.
- 20.5.3 Instructional aides shall not be utilized to increase the number of students in relation to the number of distance learning instructors pursuant to California Education Code section 88242.
- 20.5.4 In the event the College District employs instructional aides to assist distance learning instructors in the performance of their duties and in the supervision of students and in instructional tasks which, in the judgment of the faculty to whom the instructional aide is assigned, may be performed by a person not qualified as classroom instructor, the faculty member shall retain responsibility for the instruction and supervision of the students in his or her charge pursuant to California Education Code section 88244.

20.6 Intellectual Property and Ownership and Use Rights to Distance Learning Materials

The rights and ownership of intellectual property as between any member of the bargaining unit and the District shall be governed by the applicable provisions of state and federal law and as follows. Distance Learning Courses created by District employees shall be subject to the copyright and ownership provisions herein. Copyrighted materials or materials, which can be copyrighted (for example, tapes, CDs) fall under the copyright provisions herein.

20.7 Intellectual Property Defined

Intellectual property shall be defined as follows: Inventions, discoveries, works of authorship and/or other creative works that may be subject to protection under federal or state patent, copyright, trademark, and/or trade secret laws arising from or related to the works or efforts of faculty. Intellectual property as used in this Agreement shall be one of three (3) types:

- (1) Independent faculty efforts: Properties created by the faculty member in the fulfillment of the faculty member's normal duties and responsibilities, without any significant District support, nor commissioned by the District.
- (2) Works for hire: District-commissioned projects, which are the result of the faculty member and the District knowingly, and voluntarily entering into a written agreement to create a specific intellectual property. Such efforts are not in fulfillment of the faculty member's normal duties and responsibilities. They are not normal research or teaching assignments.

- (3) Joint efforts: Works created by faculty members with the support of the District. Joint efforts occur when the faculty member and the District jointly create an intellectual property as part of the fulfillment of the faculty member's normal duties and responsibilities.

20.8 District Support Defined

As referred to herein, District support may include funding, release time, use of District laboratories, computers, supplies, staff, facilities, printing services, and the like. District support shall also include support provided by another organization when administered or controlled by the district. Significant support shall include \$5,000 or more in un-reimbursed use, other than incidental uses (use of public facilities and normal services including library and computer use) in connection with the work. Significant use of District facilities means extensive un-reimbursed use of laboratory, studio, or computer facilities, or human resources. Sabbatical/Faculty Improvement Leaves, Research Professorships, and reassigned time for normal duties are specifically excluded from consideration as significant use.

20.9 Copyright Ownership

Individual faculty efforts are owned by the faculty creator. Works-for-hire by the District are owned by the District. Joint efforts are owned by the faculty creator.

20.10 Distribution of Revenues

All revenues derived from independent faculty efforts shall belong to the faculty member who created it. For works for hire and joint efforts:

The first \$5,000 gross revenues shall be paid to the faculty creator.

Thereafter, the District shall be reimbursed for all documented expenses from revenues in excess of \$5,000.

Thereafter, for all revenues up to \$50,000, 90% shall be distributed to the author, 10% to the District. For all revenues in excess of \$50,000, 75% shall be distributed to the faculty creator, and 25% to the District.

20.11 Computer Software

Such products may be copyright, patent, or trade secret work and shall be allocated accordingly.

20.12 Ownership and Use Rights of Distance Learning Materials

To the extent that the District owns the Intellectual Property Rights in and to the Distance Learning Materials, the District agrees to grant the following use rights to the faculty creator without the faculty creator obtaining permission from the District:

20.12.1 to make reproductions of the Distance Learning Materials to use in teaching, scholarship, and research;

20.12.2 to borrow portions of the Distance Learning Materials for use in compilations or other composite works;

- 20.12.3 to make derivative works of any kind and in any form such as translations, films and scripts;
- 20.12.4 to alter the Distance Learning Materials, add to the work, or update the content of the Distance Learning Materials;
- 20.12.5 to be identified as the faculty creator of the Distance Learning Materials, including the right to decide whether to allow the faculty creator's name to be displayed in association with the District's logo;
- 20.12.6 to use the Distance Learning Materials in connection with one's profession, that is, during expert witness testimony, in consulting, etc.;
- 20.12.7 to be informed, in advance, of any uses, reproductions, distributions, and dispositions of the Distance Learning Materials by the District;
- 20.12.8 to have exclusive control of all decisions made related to the publishing of instructional materials.

To the extent that the faculty creator owns the Intellectual Property Rights in and to the Distance Learning Materials, the faculty creator agrees to grant unlimited use rights to the District, including those rights set forth above, and the rights to receive and use all adaptations, editions and successor products related to the copyrighted materials limited to any date upon which the faculty creator separates from employment with the District.

ARTICLE 22
RETIREMENT

Article 22 Retirement shall remain unchanged except for the following amendment.

22.1 Early Retirement

Early retirement is defined as retirement prior to the age of 65 years of age.

22.2 Early Retirement Options

At the time of early retirement, qualified unit members may elect one of the following retirement options if applicable.

Option 1: Retirement Incentive Stipend

Unit members who retire prior to the age of 65 with a minimum of fifteen (15) years continuous service with the District immediately preceding retirement, who have applied for STRS retirement, and who notify the District not later than November 1 of intent to retire with resignation effective no later than June 30, may receive an early retirement incentive stipend as follows:

Age on Effective Retirement date	Incentive Stipend
58	\$ 2,000
59	\$ 4,000
60	\$ 6,000
61	\$ 10,000
62	\$ 12,000
63	\$ 15,000
64	\$ 17,000

Option 2: Retirement Incentive Benefits

Unit members who retire on or after the age of 55 but prior to the age of 65 with a minimum of fifteen (15) years continuous service with the District immediately preceding retirement, may continue to receive for themselves and their spouse the same District contribution amount for health insurance plans offered to retirees by CVT as the contribution amount provided to unit members currently employed and in paid work status, as per Article 9 (sections 9.2 and 9.3), until the unit member's 65th birthday. At age 65, the unit member shall receive coverage as set forth in section 9.4.1.1.

(The following is an amendment to conform Article 9.4 with the clarification of Article 22 above)

9.4.1 Unit members who retire on or after the age of 55 with a minimum of ten (10) years continuous service with the District immediately preceding retirement, shall continue to receive District paid health insurance as per Article 9, sections 9.2 and 9.3 as follows:

9.4.1.1 The District shall pay the hospital and medical insurance premiums for retirees as per Article 9, sections 9.2 and 9.3 until they qualify for Medicare; or reach age seventy (70), whichever occurs first. After which time, the District shall pay one-half (1/2) of the amount of the premiums provided that such contribution for said premiums shall not exceed \$2400 annually until they qualify for Medicare or reach age seventy (70) whichever occurs first, or \$1200 annually thereafter.

Unit members who retire on or after the age of 55 but prior to the age of 65 with a minimum of fifteen (15) years continuous service with the District immediately preceding retirement, may continue to receive for themselves and their spouse the same District contribution amount for health insurance plans offered to retirees by CVT as the contribution amount provided to unit members currently employed and in paid work status, as per Article 9 (sections 9.2 and 9.3), until the unit member's 65th birthday. At age 65, the unit member shall receive coverage as set forth in section 9.4.1.1.

**WEST HILLS COMMUNITY COLLEGE
Online Instructor Team Evaluation Form**

Instructor _____ Evaluator _____

Class _____ Date _____

Type of Class _____ Number of Students Enrolled _____

Please rate the instructor being evaluated on each of the following items. If the statement does not apply to the lecture or laboratory class, please mark N/A.

Rating Scale: ~ Poor 1 2 3 4 5 Good ~

- | | | | | | | |
|--|---|---|---|---|---|-----|
| 1. Course objectives and grading policies are identified and explained on the syllabus. | 1 | 2 | 3 | 4 | 5 | N/A |
| Comments: | | | | | | |
| 2. The instructor encourages individual thinking and differences of opinion. | 1 | 2 | 3 | 4 | 5 | N/A |
| Comments: | | | | | | |
| 3. Text(s), if applicable, and other instructional materials are appropriate and useful. | 1 | 2 | 3 | 4 | 5 | N/A |
| Comments: | | | | | | |
| 4. The instructor provides online resources when appropriate. | 1 | 2 | 3 | 4 | 5 | N/A |
| Comments: | | | | | | |
| 5. Course content is accessible, functional, and well organized. | 1 | 2 | 3 | 4 | 5 | N/A |
| Comments: | | | | | | |
| 6. Assignments are consistent with the syllabus. | 1 | 2 | 3 | 4 | 5 | N/A |
| Comments: | | | | | | |
| 7. The instructor encourages students to ask questions and participate in activities such as the discussion board. | 1 | 2 | 3 | 4 | 5 | N/A |
| Comments: | | | | | | |
| 8. The instructor encourages student interest and intellectual effort. | 1 | 2 | 3 | 4 | 5 | N/A |
| Comments: | | | | | | |

9. Examples are used to clarify abstract or difficult ideas. Comments:	1	2	3	4	5	N/A
10. Major points are summarized. Comments:	1	2	3	4	5	N/A
11. A positive learning environment is maintained. Comments:	1	2	3	4	5	N/A
12. Discussion prompts are appropriately course-related and include responses from most students. Comments:	1	2	3	4	5	N/A
13. Course content is an appropriate and thorough reflection of the course syllabus. Comments:	1	2	3	4	5	N/A
14. Material presented is current. Comments:	1	2	3	4	5	N/A

Additional Comments:

Online Course Student Evaluation

Question 1 Multiple Choice

Text(s) and/or other instructional materials related to the course.

- Strongly agree
- Agree
- Disagree
- Strongly disagree
- No opinion or not applicable

Question 2 Multiple Choice

The course syllabus adequately explained learning objectives, grading procedures, and course policies.

- Strongly agree
- Agree
- Disagree
- Strongly disagree
- No opinion or not applicable

Question 3 Multiple Choice

Course assignments were appropriate.

- Strongly agree
- Agree
- Disagree
- Strongly disagree
- No opinion or not applicable

Question 4 Multiple Choice

Course was well organized.

- Strongly agree
- Agree
- Disagree
- Strongly disagree
- No opinion or not applicable

Question 5 Multiple Choice

Tests and assignments were returned within a reasonable amount of time.

- Strongly agree
- Agree
- Disagree
- Strongly disagree
- No opinion or not applicable

Question 6 Multiple Choice

Exams and other assessments were a fair test of the course materials.

- Strongly agree
- Agree
- Disagree
- Strongly disagree
- No opinion or not applicable

Question 7 Multiple Choice

The instructor demonstrated enthusiasm for the subject.

- Strongly agree
- Agree
- Disagree
- Strongly disagree
- No opinion or not applicable

Question 8 Multiple Choice

The instructor encouraged student interest and intellectual effort.

- Strongly agree
- Agree
- Disagree
- Strongly disagree
- No opinion or not applicable

Question 9

Multiple Choice

The instructor encouraged students to ask questions and participate in online learning activities.

- Strongly agree
- Agree
- Disagree
- Strongly disagree
- No opinion or not applicable

Question 10

Multiple Choice

The instructor encouraged individual thinking and differences of opinion.

- Strongly agree
- Agree
- Disagree
- Strongly disagree
- No opinion or not applicable

Question 11

Multiple Choice

The instructor provided effective online contributions and sites.

- Strongly agree
- Agree
- Disagree
- Strongly disagree
- No opinion or not applicable

Question 12

Multiple Choice

The instructor maintained an online course environment conducive to learning.

- Strongly agree
- Agree
- Disagree
- Strongly disagree
- No opinion or not applicable

Question 13 Multiple Choice

The instructor presented ideas and theories clearly.

- Strongly agree
- Agree
- Disagree
- Strongly disagree
- No opinion or not applicable

Question 14 Multiple Choice

The instructor was accessible for individual communication.

- Strongly agree
- Agree
- Disagree
- Strongly disagree
- No opinion or not applicable

Question 15 Multiple Choice

The instructor provided course materials regularly and on time.

- Strongly agree
- Agree
- Disagree
- Strongly disagree
- No opinion or not applicable

Question 16 Multiple Choice

I would take a class from this instructor again.

- Strongly agree
- Agree
- Disagree
- Strongly disagree
- No opinion or not applicable

Question 17 Essay

What did you like about this course?

Question 18 Essay

What about this course could be improved?

Signed and entered into this _____ day of _____, 2008.

FOR THE COLLEGE DISTRICT

FOR THE ASSOCIATION
