

Agreement between the  
Imperial Community College District  
and the  
Imperial Valley College Chapter  
of the  
Community College Association  
California Teachers Association  
National Education Association  
  
Academic Years 2015-2017

## Table of Contents

ARTICLE 1	RECOGNITION	1
ARTICLE 2	ASSOCIATION RIGHTS	2
2.1	Distribution of Materials	2
2.2	Access	2
2.3	Consultation	2
2.4	Use of Facilities	3
2.5	Request of Information	3
2.6	Personnel Files	3
2.7	Posting/Distribution of Agreement	3
2.8	Dues Deductions	3
2.9	Rosters	5
2.10	Reassigned Time	5
ARTICLE 3	UNIT MEMBERS' RIGHTS	6
3.1	General	6
3.2	Personnel Files	6
3.3	Travel Expense Payment	7
ARTICLE 4	DISTRICT RIGHTS	8
ARTICLE 5	NON-DISCRIMINATION	9
ARTICLE 6	LEAVES	10
6.1	Sick Leave	10
6.2	Extended Sick Leave	16
6.3	Bereavement Leave	16
6.4	Maternity Leave	16
6.5	Personal Necessity/Personal Leave	17
6.6	Jury Duty or Witness Leave	18
6.7	Sabbatical Leave	18
6.8	Industrial Accident and Illness Leave	20
6.9	Family and Medical Leave	21
6.10	Leaves of Absence	21
6.11	District Authorized Leave	22
6.12	Staff Development Conference Leave	22
6.13	Catastrophic Leave Program	23
ARTICLE 7	SAFETY	25
7.1	General	25
7.2	Emergency Procedures	25

ARTICLE 8	TRANSFER AND REASSIGNMENT	26
8.1	Definitions	26
8.2	General	26
8.3	Involuntary Transfer or Reassignment	27
8.4	Voluntary Transfer or Reassignment	28
8.5	Open Faculty Positions	28
8.6	Reclassifications	29
ARTICLE 9	FACULTY SERVICE AREAS AND COMPETENCY	30
ARTICLE 10	EVALUATION OF FACULTY MEMBERS	31
10.1	Definitions	31
10.2	General	31
10.3	Frequency of Evaluations	32
10.4	Evaluation Criteria	32
10.5	Evaluation Procedure	34
10.6	Full-Time Temporary Faculty Evaluation	37
10.7	Evaluation of Faculty Teaching Online Courses	42
ARTICLE 11	TENURE REVIEW	43
11.1	Statement of Purpose	43
11.2	Evaluation Criteria	43
11.3	Individual Tenure Review Committee	46
11.4	Evaluation Process	48
11.5	First Contract Period	53
11.6	Second Contract Period	55
11.7	Third Contract Period	56
11.8	Modified Tenure Review Timeline	57
11.9	Right to Protest the Decision of the District	64
ARTICLE 12	GRIEVANCE PROCEDURES	65
12.1	Purpose	65
12.2	Definitions	65
12.3	Rights	65
12.4	General Provisions	67
12.5	Procedure	67
ARTICLE 13	PROFESSIONAL RESPONSIBILITIES AND DISCIPLINE	70
13.1	Professional Responsibilities	70
13.2	Discipline	70
ARTICLE 14	CONTRACT YEAR, CALENDAR AND PAY WARRANTS	78
14.1	Contract Year	78
14.2	Pay Warrants	78
14.3	Calendar	79

ARTICLE 15	WORKLOAD	80
15.1	Primary Work Load Function	80
15.2	Normal Work Load – Non-Teaching Faculty	80
15.3	Normal Work Load – Teaching Faculty	81
15.4	Office Hours	84
15.5	Committee Assignments	84
15.6	Final Grades	85
15.7	Course Preparations	85
15.8	Time of Assignment	85
15.9	Location of Assignment	87
15.10	Short Term Courses	88
15.11	Distance Education	88
15.12	Overload	89
15.13	Winter Intersession and Summer Session	89
15.14	Non-credit Instruction	90
15.15	Default Course Assignment Procedure	90
15.16	Class Size	92
15.17	Large Quota Classes	93
15.18	Combined Course Sections	94
15.19	New Technology Training	94
ARTICLE 16	PRE-RETIREMENT WORKLOAD REDUCTION	95
ARTICLE 17	COMPENSATION	97
17.1	Salary Schedules	97
17.2	Salary Regulations	97
17.3	Summer Session and Winter Intersession	104
17.4	Non-credit Instruction	105
17.5	Overload Assignment	105
17.6	Substitute Compensation	105
17.7	Administering Examination for Credit	106
17.8	Evaluation of Part-time and Temporary Full-time Faculty	106
17.9	Off-Contract Committee Work or Other Assignments	106
17.10	Pro-Rata Pay for Partial Service	107
17.11	Unauthorized Absence and Unpaid Leave	107
17.12	Lecture Reassigned Time	108
17.13	Stipends	110
17.14	Doctoral Stipend	111
17.15	Student Services Project Directors and Coordinators	111
17.16	Grant or Special Project	112
17.17	Selection of Faculty for Additional Duties	113
17.18	Distance Education Additional Training and/or Course Management System Transition Compensation	115

ARTICLE 18	HEALTH AND WELFARE BENEFITS	117
18.1	Current Unit Members	117
18.2	Retired Unit Members (hired before July 1, 2016)	117
18.3	Unit Members on Partial Contracts	118
18.4	Survivor Benefits	118
18.5	Domestic Partner Benefits	118
ARTICLE 19	LAYOFFS	119
19.1	General	119
19.2	Procedure	119
19.3	Criteria	119
19.4	Effects	120
ARTICLE 20	SEPERABILITY AND SAVINGS	121
ARTICLE 21	MISCELLANEOUS	122
21.1	Fingerprinting and Background Checks	122
21.2	Tuberculosis Test	122
21.3	Seniority Lists	122
21.4	Office Assignment	122
21.5	Parking	123
21.6	Intellectual Property Rights for Online or Distance Education Content	124
21.7	Resignation Procedure	124
21.8	Complaint Procedure	125
21.9	Additional Voluntary Receivable Payments to CalSTRS	125
ARTICLE 22	EFFECT AND TERMS OF AGREEMENT	127
<b>EXHIBITS TO THE AGREEMENT</b>		128
EXHIBIT A	Certification of Representation	129
EXHIBIT B1	Salary Schedule for 177-day Faculty (2015-2016)	130
EXHIBIT B1	Salary Schedule for 177-day Faculty (2016-2017)	131
EXHIBIT B2	Salary Schedule for 194-Day (35 hour) Faculty (2015-2016)	132
EXHIBIT B2	Salary Schedule for 194-Day (35 hour) Faculty (2016-2017)	133
EXHIBIT B4	Salary Schedule for 194-Day (40 hour) Faculty (2016-2017)	134
EXHIBIT B3	Salary and Benefit Agreement for 2015-2016 & 2016-2017	135
EXHIBIT C	Academic Year Calendars for 2015-2016 & 2016-2017	137
EXHIBIT D	Faculty Evaluation Forms	138
EXHIBIT E	Contract Grievance Forms	161
<b>APPENDIX'S TO THE AGREEMENT</b>		
APPENDIX A	Memorandum of Understanding Regarding the Prison Pilot Program	166

**ARTICLE 1            RECOGNITION**

The Board of Trustees of the Imperial Community College District, hereinafter referred to as the "Board" or the "District," hereby recognizes the Imperial Valley College Chapter of the Community College Association/California Teachers Association/National Education Association (IVC CCA/CTA/NEA), hereinafter referred to as the "Association" or the "IVC CCA/CTA/NEA," as the sole and exclusive representative of those certificated classes and employees enumerated in the Recognition Agreement, executed and attached hereto as Exhibit A.

The District agrees to negotiate only with the Association's representatives officially designated by the Association to act in its behalf.

The Association recognizes the Board as the duly elected representative of the people and agrees to negotiate only with the Board's representatives officially designated by the Board to act in its behalf.

## **ARTICLE 2            ASSOCIATION RIGHTS**

### **2.1    Distribution of Materials**

The Association shall have the right to distribute organizational materials on District property. The distribution of organizational materials shall take place in such a manner that unit members are not distracted from performing their duties. The Association shall have the right to use the Faculty Lounge bulletin board, mailboxes, telephone system, the college interoffice mail system, and the college email system. Organizational materials placed in staff mailboxes or posted on the Faculty Lounge bulletin board shall bear the name of the Association and the date of distribution or posting. Only those organizational materials officially authorized by the Association Chapter President shall be placed in staff mailboxes. The Association agrees to provide to the Superintendent a courtesy copy of each organizational material to be posted or distributed.

### **2.2    Access**

Association representatives shall have the right of access to areas in which employees work. Association representatives may engage in recruiting activities and conduct official Association business including representation in grievance procedure matters on District property provided they do not interfere with employees during hours of duty assignment. Within thirty (30) calendar days of ratification of this Agreement by both parties, and within thirty (30) calendar days of the start of each academic year in which this agreement is in effect, the Association shall provide the Director of Human Resources with the names, titles, addresses, and telephone numbers of Association representatives.

### **2.3    Consultation**

The Association shall have the right to consult with District management on the definition of educational objectives, the determination of the content of courses and curriculum, and the selection of textbooks to the extent such matters are within the discretion of the public school employer under the law. In order to facilitate such consultation and to consult on matters related to the administration of this Agreement, the parties agree that during each semester this Agreement is in effect there will occur meetings composed of representatives of the Association and District management. The times and places of such meetings shall be mutually agreed upon by the Association and the District. The District agrees to meet with Association representative upon request within a reasonable time period, but no longer than twenty (20) days.

The Association shall have the right to submit in advance information and materials relating to agenda items for meetings of the District Board of Trustees, provided that the items are not under consideration at the time in collective negotiations between the parties or would otherwise violate provisions of applicable laws or regulations.

## **2.4 Use of Facilities**

Upon advance request, and depending upon availability, the Association will be granted, without cost, the use of College facilities, audio-visual equipment, and duplicating equipment. The Association shall reimburse the District, at District cost and upon District request, for all photocopying, printing, or document finishing services provided to the Association by the Reprographic Center; for any postage costs incurred by the Association; and for any long-distance telephone charges incurred by representatives of the Association acting upon the Association's business.

## **2.5 Request for Information**

In order to fulfill its responsibilities as the exclusive representative of certificated employees, the Association will be provided upon request two (2) copies of any current District report including the tentative, publication, and adopted budgets, and other materials pertaining to matters of collective bargaining.

## **2.6 Personnel Files**

The Association shall have the right to review the personnel files of bargaining unit members upon the written authorization of the member or when the member accompanies the Association representative. The written authorization shall specify those documents to be reviewed. If possible, arrangements for review of said files shall be made in advance with the Human Resources Office.

## **2.7 Posting/Distribution of Agreement**

The District will compile 30 paper copies of the CBA (contract) for the association and also post/maintain the CBA electronically within 45 days of ratification.

## **2.8 Dues Deductions**

The District agrees to deduct dues and agency fees in certified, uniform amounts from the pay of bargaining unit members, and to pay to the Association's authorized state affiliate the normal and regular monthly membership dues and agency fees, subject to the following conditions:

1. Deductions for membership dues shall be made upon the submission in writing of a duly executed authorization by the unit member;
2. The District shall put into effect any new or changed dues deduction or agency fee during the month in which the request is submitted provided that the request was received by the District payroll office prior to the tenth calendar day of the month. Otherwise the District shall put into effect such requests in the following calendar month;



3. Any unit member who is not a member of the Association, or who does not make application for membership within 30 days of the effective date of this Agreement, or within 30 days from the date of commencement of assigned duties within the bargaining unit, shall become a member of the Association or pay to the Association a fee in an amount equal to membership dues, initiation fees and general assessments, payable to the Association in the same manner as required for the payment of membership dues. In the event that a unit member does not pay such fee directly to the Association, the Association shall so inform the district, and the district shall immediately begin automatic payroll deduction in the same manner as set forth in this Article. There shall be no charge to the Association for such mandatory agency fee deductions.
4. Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support the Association as a condition of employment; except that such unit member shall pay, in lieu of a service fee, sums equal to such service fee to one of the following non-religious, non-labor organization, charitable funds exempt from taxation under Section 501(c) (3) of Title 26 of the Internal Revenue Code:
  - a. The IVC Foundation
  - b. The Imperial Valley Community Foundation
  - c. The Imperial Valley Food Bank
  - d. The Imperial County Historical Society

To receive a religious exemption, the unit member must submit a detailed written statement establishing the basis for the religious exemption. The Association executive committee shall communicate in writing to the unit member its acceptance or rejection of the exemption. If accepted, the unit member shall make the payment to one of the charitable organizations listed above. Such payment shall be made on or before the due date for cash dues/fees for each academic year.

Proof of payment shall be made on an annual basis to the Association and District as a condition of continued exemption from the payment of agency fee. Proof of payment shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payment, and to whom payment in lieu of the service fee has been made. No in-kind services may be received for payments, nor may the payment be in a form other than money such as the donation of used items. Such proof shall be presented on or before the due date for cash dues/fees for each school year.

5. With respect to all sums deducted by the District pursuant to sections above, whether for membership dues or agency fee, the District agrees to remit such moneys promptly to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made, categorizing them as to

membership or non-membership in the Association, and indicating any changes in personnel from the list previously furnished.

6. The Association and District agree to furnish to each other any information needed to fulfill the provisions of this Article.
7. The Association agrees to pay to the District all reasonable legal fees and legal costs incurred in defending against any court action and/or administrative action challenging the legality or constitutionality of the agency fee provisions of this Agreement or their implementation. The Association shall have the exclusive right to decide and determine whether any such action or proceeding referred to above shall or shall not be compromised, resisted, defended, tried or appealed.

## **2.9 Rosters**

The name, job title, work area, and step/column placement on the salary schedule of each unit member shall be provided to the Association within thirty (30) calendar days of the beginning of each semester, or within thirty (30) calendar days of a new member's hire date. The home addresses and home telephone numbers of unit members as provided to the District by the unit members shall be provided to the Association within thirty (30) calendar days of the beginning of each semester, or within thirty (30) calendar days of a new member's hire date, unless the unit member expressly requests that this information not be released to the Association.

## **2.10 Reassigned Time**

A total of up to 18 units per semester of reassigned time (shared amongst authorized union representatives) shall be granted for the purpose of meeting, negotiating, and processing of grievances under this Agreement.

The Superintendent/President or his designee may grant District Authorized Leave to Association representatives to attend to Association business or to participate in state or national affiliate conferences or conventions that are deemed to be beneficial to the District.

Unless exceptional circumstances arise, no later than ten (10) business days prior to the end of the semester, the Association shall identify the authorized Association representatives who will be receiving reassigned time and the units/hours of reassigned time they will receive for the succeeding semester.

## **ARTICLE 3            UNIT MEMBERS' RIGHTS**

### **3.1    General**

The District and the Association recognize the right of unit members to form, join, and participate in lawful activities of employee organizations and the equal alternative right of unit members to refuse to form, join, and participate in such activities.

### **3.2    Personnel Files**

The personnel files of each bargaining unit member shall be maintained in the District's Human Resources Office. Said files will include but not be limited to the following documents:

1.    copies of all documents that were generated as part of the unit member's tenure review process;
2.    copies of all peer or administrative employment reviews;
3.    notices of employment, extra duty contracts, overload contracts, etc.;
4.    copies of transcripts, degrees, certificates, or other proofs of educational attainment;
5.    copies of any grievance proceedings by the member;
6.    copies of any disciplinary actions or proceedings against the member;
7.    copies of any complaints of misconduct, harassment, or sexual harassment against the member made by another employee or student;
8.    copies of any and all documents pertaining to the member's employment that are required by law or statute.

Information shall be placed into a unit member's personnel file only as a result of valid employment related activities including but not limited to the hiring process, contract generation and maintenance, tenure review, faculty evaluations, or grievance, complaint or disciplinary proceedings conducted according to the procedures enumerated in this agreement.

Information of a derogatory nature shall not be placed in the unit member's personnel file until the member has been sent a copy of the material to be entered into the file accompanied by a written notice of intent declaring that the material will be placed in the member's personnel file and only as part of grievance, complaint or disciplinary proceedings conducted according to the procedures enumerated in this agreement. The unit member has the right to respond in writing to the information of a derogatory

nature. The member's response shall be attached to the derogatory material in question and shall become a part of the member's file.

Members of the unit shall have the right to inspect materials in their personnel files upon request, at any off-duty time when the District's Human Resources Office is open. The District will provide to the unit member copies of the materials in his/her personnel files within five (5) working days of a written request.

Upon the written request of the unit member, the District agrees to remove and destroy any materials of a derogatory nature which have remained in the file for five (5) years, provided that there have been no documented actions of a similar nature to the original complaint in that five-year period, and/or provided that no legal or disciplinary actions resulted from the original complaint that would necessitate the retention of the records.

Any information or material which evolves from the evaluation process and which is considered to be derogatory shall not be subject to removal.

### **3.3 Travel Expense Payment**

Unit members shall be compensated by the District for the actual and necessary expenses, including traveling expenses, incurred in the course of performing services for the District, whether within or outside of the District, under the direction of the governing board. The board may authorize an advance of funds to cover such necessary expense. Such advance shall be repaid or adjusted upon filing of a regular claim for the actual and necessary expenses incurred. The governing board may direct any employee of the district to attend any convention or conference to visit schools for the discussion or observation of any school matter appertaining to the duties of the employee or any question of interest to the District. (Ed. Code §87032)

**ARTICLE 4            DISTRICT RIGHTS**

It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control District affairs to the full extent of the law.

The Board of Trustees and District management retain the right to hire, classify, assign, reassign, transfer, evaluate, promote, terminate, and discipline employees. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the District, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law.

**ARTICLE 5            NON-DISCRIMINATION**

The parties agree to comply with Sections 3543.5 and 3543.6 of the Government Code of the State of California and federal and state statutes and regulations regarding affirmative action and non-discrimination.

## **ARTICLE 6            LEAVES**

### **6.1    Sick Leave**

#### **6.1.1   Contract Sick Leave**

Members of the bargaining unit will be granted twelve (12) days contract sick leave with pay based upon the following schedule for each fiscal year, all such leave to be credited and made available on the first contract service day of each fiscal year for returning employees and on the first day of service for new employees. For unit members who are on 177-day contracts, each unit member will receive a total of seventy-two (72) hours of contract sick leave per fiscal year where each hour consists of 60 minutes. Effective July 1, 2016 for unit members who are on 194-day teaching contracts, each unit member will receive a total of eighty (80) hours of contract sick leave per fiscal year where each hour consists of 60 minutes. For unit members who are on 194-day/35 hour contracts, each unit member will receive a total of eighty-four (84) hours of contract sick leave per fiscal year where each hour consists of sixty (60) minutes. Effective July 1, 2016 for unit members who are on 194-day/40 hour contract, each unit member will receive a total of ninety-six (96) hours of contract sick leave per fiscal year where each hour consists of 60 minutes. Unit members who are on partial year contracts will receive that percentage of sick leave which is the same as the percentage that their contract bears to the fiscal/academic year. (Example: a 177-day contract employee who is employed for 50% of the academic year will receive 50% of the sick leave, or thirty-six (36) hours.)

Contract sick leave unused in one academic year will be accumulated indefinitely, and be made available to unit members in subsequent years of employment.

On the first service day of each academic year for returning employees and on the first day of service for new employees, the District shall provide every unit member with a written statement of that member's total number of sick leave days and hours accumulated and the total number of sick leave days and hours available for the ensuing school year. (Ed. Code §87781)

#### **6.1.2   Additional Sick Leave**

##### **6.1.2.1        Overload Sick Leave**

For overload credit assignments members will be authorized non-cumulative overload paid sick leave equal to one (1) hour for each lecture or lab hour assigned in excess of load for each semester, not to exceed fifteen (15) hours, where each hour consists of sixty (60) minutes, so that the total number of working hours in overload is equal to the total number of overload sick leave hours granted, up to a maximum of fifteen (15)

hours. Hours of overload sick leave granted but not used in one semester may not be carried into subsequent semesters.

#### **6.1.2.2 Winter Intersession and Summer Session Sick Leave**

Members of the bargaining unit who are employed by the District to teach classes during the Winter Intersession and/or Summer Session will be granted one (1) non-cumulative day of paid sick leave for each session during which they are employed by the District, wherein the number of minutes of the day of sick leave is equivalent to the average number of minutes in lecture and/or lab hours taught in one calendar day during the session. Such sick leave will be made available on the first day of the winter or summer session. Hours of summer or winter session sick leave granted but not used during the session may not be carried into subsequent semesters or sessions.

Unit members shall have the right to access accumulated sick leave at any time on contract during the college year, including Winter Intersession and Summer Session.

#### **6.1.2.3 Online Instruction**

Unit members whose teaching assignment, whether as load or overload, includes online courses, shall receive the same number of hours of sick leave as they would be entitled to had the same course been offered as a full-term, traditionally delivered course, whether during the regular semester or during a winter or summer session.

#### **6.1.2.4 Non-Credit Instruction**

Unit members who teach non-credit courses as overload assignment during the fall or spring semesters, or who teach non-credit courses during the winter or summer sessions shall not be granted additional sick leave for non-credit hours, in that they are compensated only for the hours that the courses are held.

However, unit members who teach non-credit courses may have the option of rescheduling make-up class hours for any class hours missed due to illness with the prior approval of the supervising administrator.

#### **6.1.3 Transfer of Accumulated Contract Sick Leave**

Should the unit member leave the District and attain employment in any other California school district, all unused accumulated contract sick leave will be transferred to the other California school district upon the written request of the unit member.



Unit members who have accumulated sick leave in another California school district may request the district of previous employment to send an official verification of the accumulated sick leave to the Chief Human Resources Officer (CHRO) at Imperial Valley College who shall, in turn, credit such leave to the unit member's sick leave balance. (Ed. Code §87782)

#### **6.1.4 Use of Sick Leave**

An absence is defined as eligible for sick leave if the unit member is ill and unable to attend to duties, has an appointment with a medical or health care provider, must care for a close family member who is ill and unable to care for him/herself, or must take a close family member to an appointment with a medical or health care provider.

A unit member will notify by telephone and/or email his/her Department Chairperson, area leader, Dean, or designee, of absence due to illness as early as possible on the day the member knows s/he will be absent. For short-term absences due to illness that are anticipated to last less than one week, the unit member will notify by telephone and/or email the appropriate individual(s) each day s/he is absent. In cases where the unit member knows that s/he shall be absent in advance due to a medical appointment, s/he shall notify the appropriate individuals as far in advance of the absence as is practical.

Unit members using sick leave shall submit a Weekly Absence Report to the area Dean upon return and no later than ten (10) working days after that return.

##### **6.1.4.1 Traditionally Delivered Classes**

In cases where the absence of the unit member will lead to the cancellation of more than one week, or the equivalent, of consecutive class meetings, the Dean, or designee, in the instruction area will make every effort to obtain a substitute instructor for the course during the duration of the unit member's illness. The unit member will assist, to the extent his/her illness allows, in obtaining and instructing the substitute in continuing the course.

Additional sick leave can only be applied to the appropriate category of employment. Overload sick leave can only be applied to overload classes taught during the applicable fall or spring semester. Winter intersession and summer session sick leave can only be applied during the applicable winter or summer session.

For short-term illnesses, lasting less than two full weeks, when applied, sick leave will be rounded and charged to the nearest quarter hour (.25), or in fifteen (15) minute increments, and shall be charged only to applicable contract hours. The hours shall be calculated by determining

the exact number of minutes missed, deducting the full hours and then using the chart below to round to the nearest quarter hour. For teaching faculty, contract sick leave will be charged for missed lecture, lab, and/or office hours. In cases where the class missed includes a scheduled break time, the unit member will account for the time exclusive of the break.

MINUTES	HOURS
1 – 7	0
8 – 22	.25
23 – 37	.5
38 – 52	.75
53 – 60	1

Example 1: A teaching faculty member misses one day during the semester due to illness. On the missed day, the faculty member was scheduled to have office hours from 9:00 a.m. to 10:00 a.m., and to teach class from 11:20 a.m. to 12:45 p.m. The faculty member would claim sick leave of 1 hour (60 minutes) for the missed office hour and 1.5 hours (85 minutes = 1 hour 25 minutes (.5 hour)) for the missed class, for a total of 2.5 sick leave hours used.

Example 2: A teaching faculty member misses two days due to illness. On the first day the faculty member misses two classes from 11:20 a.m. to 12:45 p.m. and from 2:00 p.m. – 4:30 p.m., and an office hour from 4:45 p.m. to 5:30 p.m. On the second day, the faculty member misses office hours from 3:00 p.m. – 5:00 p.m. and class from 6:30 p.m. – 9:40 p.m. The member would claim sick leave as follows:

Day 1	2.75 hours [170 minutes = 120 minutes (2 hours) + 50 minutes (.75 hour) for class] 0.75 hours [45 minutes for office hours]
Day 2:	2.0 hours [120 minutes for office hours] 2.75 hours [170 minutes (190 min. – 20 min. break) = 120 minutes (2 hours) + 50 minutes (.75 hour) for class]
Total:	8.25 hours

#### **6.1.4.2 Online Education**

Online instructors are expected to log on to the computer and monitor and interact with the students in the course each week of the semester or session when classes are scheduled to be taught. An instructor who has a serious illness that prevents him/her from attending to his/her duties teaching an online class shall account for sick leave in the following manner.

For the purpose of sick leave calculation, the online course shall be treated as though it is being taught in a traditional classroom environment. Therefore, for each week of a regular semester length online course that a unit member is unable to log on to the computer and monitor and interact with the online students of the course, the unit member will have contract or additional sick leave, as applicable, applied to the missed hours equal to the following formula: each 1 unit of online class per week equals 1.125 hours of sick leave claimed per week.

During a winter or summer session, online instructors are expected to log on to the computer and monitor and interact with the online students of the course for at least the same number of days of instruction as if the course were being held in a traditional manner on campus. If an instructor is ill and unable to perform this duty then sick leave shall be claimed in a way similar to that as if the course were being taught in a traditional manner.

Online instructors are required to notify the appropriate administrator, as well as the Distance Education office if they will be absent from online instruction. In cases where the online instructor will be absent from the online course for a period longer than one calendar week, or an equivalent number of days during a winter or summer session, then effort shall be made by the Vice President for Academic Services and the Distance Education office to acquire a substitute instructor to monitor and interact with the online students of the course.

#### **6.1.4.3 Non-credit Instruction**

Non-credit instructors are required to notify the appropriate administrator of an absence from the course. In cases where the non-credit instructor will be absent for an extended period, the effort shall be made to acquire a substitute instructor just as for credit courses.

Unit members who teach non-credit courses may have the option of rescheduling make-up class hours for any class hours missed due to illness with the prior approval of the supervising administrator. However, if a substitute instructor has been found, then the unit member will not have the option of rescheduling class sessions missed due to illness.

#### **6.1.4.4 Non-teaching Assignments**

For non-teaching assignments, (35 or 40 hours/week) a unit member's sick leave will be charged for missed contract work hours, rounded to the nearest quarter (.25) hour in fifteen (15) minute increments. The hours shall be calculated by determining the exact number of minutes missed, deducting the full hours and then using the chart in section 6.1.4.1 to round to the nearest quarter hour.

Example: A non-teaching faculty member misses one day due to illness. On the missed day, the faculty member was scheduled to work from 8:00 a.m. to 4:00 p.m., with a one-hour lunch break, or for 7 hours. The faculty member would use sick leave of 7 contract hours. Non-teaching faculty on the 40 hours/week schedule who miss one day due to illness would use sick leave of 8 contract hours.

#### **6.1.4.5 Faculty Service Days**

Should a unit member use his/her contract sick leave on either of the two faculty service days, orientation or graduation days, s/he will be charged for one day of leave for each day of absence.

#### **6.1.4.6 Extended Absences**

Should a unit member on a 177-day contract be absent due to illness for a period greater than two full weeks, then the absent unit member shall account for the absence by deducting thirty (30) hours of sick leave per week, or six (6) hours per day, for the entire length of the extended absence.

Should a unit member on a 194-Day (35 hours/week) contract be absent due to illness for a period greater than two full weeks, then the absent unit member shall account for the absence by deducting thirty-five (35) hours of sick leave per week, or seven (7) hours per day for the entire length of the extended absence.

Should a unit member on a 194-Day (40 hours/week) contract be absent due to illness for a period greater than two full weeks, then the absent unit member shall account for the absence by deducting forty (40) hours of sick leave per week, or eight (8) hours per day for the entire length of the extended absence.

#### **6.1.5 Verification of Illness**

Employees shall verify any absence due to illness or injury that extends for a period of six (6) or more consecutive workdays by providing a written statement from the employee's attending eligible medical or health care provider certifying illness or injury.

If the period of absence is anticipated to extend beyond two (2) weeks, the written statement by the eligible medical or health care provider shall include an expected return to work date. Upon the member's return to work, the District shall be provided a written statement containing a release from the eligible medical or health care provider stating that the employee is able to return to work with or without work restrictions. If work restrictions are specified as a condition

of the employee's return to work, written verification from the attending eligible medical or health care provider will be provided stating the extent and duration of the restrictions. An eligible medical or health care provider shall be considered to be any third party that is entitled to receive medical reimbursement from our insurance carrier.

## **6.2 Extended Sick Leave**

When a unit member is absent from his or her duties on account of illness or accident for a period of five (5) school months or less, the amount deducted from the salary due the unit member for any month in which the absence occurs shall not exceed the sum which is actually paid a temporary employee who is employed to fill the unit member's position during the absence, or, if no temporary employee was employed, the amount which would have been paid to the temporary employee had once been employed (Ed. Code §87780).

This does not apply, and there is no salary deduction, if the illness extends for a period of five (5) school months or less but the unit member has accumulated enough contract sick leave to cover the entire period of absence.

## **6.3 Bereavement Leave**

Bereavement leave, with pay, of three (3) days per occurrence will be allowed to members of the bargaining unit for the death of anyone in the unit member's immediate family as defined below.

The District shall extend bereavement leave by an additional two (2) days if the unit member must travel more than five hundred (500) miles or out of state to attend a funeral of a member of the immediate family.

In individual cases and at his/her discretion, the Superintendent/President may enlarge the benefits of this section by granting additional days of bereavement leave, and may expand the class of relatives listed below as members of the immediate family.

Member of the immediate family, for the purpose of this section, shall mean the mother, father, child, grandmother, grandfather, or grandchild of the unit member or of the spouse or domestic partner of the unit member; and/or the spouse or domestic partner of the unit member; and/or the son-in-law, daughter-in-law, brother, brother-in-law, sister, or sister-in-law, of the unit member; or any relative living in the immediate household of the unit member (Ed. Code §87788).

## **6.4 Maternity Leave**

A member of the bargaining unit shall be granted a leave of absence for reasons of pregnancy, miscarriage, childbirth, and recovery there from. The request for leave shall be submitted to the Vice President for Academic Services or the Vice President for Student Services as far in advance as possible.

The length of the leave of absence, including the date on which the leave shall commence and the date on which the unit member shall resume duties, shall be determined by the unit member and the unit member's physician.

Disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery there from are, for all job-related purposes, temporary disabilities and shall be treated as such under the health or temporary disability insurance or sick leave plan available to unit members.

Any accrued sick leave and entitlement to other sick leave may be used for maternity purposes.

In the event the unit member is unable to return to duty after the expiration of an approved maternity leave, the District may grant additional personal leave without pay not to exceed one (1) school year beyond the school year in which the birth occurred (Ed. Code §87766).

#### **6.5 Personal Necessity/Personal Leave**

A member of the bargaining unit may, at his/her election, designate up to a maximum of six (6) days of contract sick leave in any given fiscal year to be used in case of compelling personal importance. Any personal necessity leave taken in a given fiscal year beyond the six (6) days must be taken as unpaid leave.

A notification of the use of such leave shall be made in writing by the unit member to the Dean in the appropriate service area and, when possible, shall be made at least one (1) week in advance. When notification in advance is not possible, the leave shall be approved after it is taken (Ed. Code §87781.5, §87784).

A member of the bargaining unit who uses his/her contract sick leave for personal necessity shall account for it in the same manner as would be done for sick leave, with the following exception:

A unit member who has planned personal necessity leave in advance may choose to reschedule his/her office hours, or extra-duty hours in the case of non-teaching faculty, to another day and time, provided such rescheduled make-up hours take place within five (5) working days of the unit member's return to duty. The unit member must notify his/her Department Chair or supervising administrator in advance of the intent to reschedule these hours and post such changes in advance on his/her office hour schedule for public viewing. If such rescheduled office hours are held, then the unit member will not be charged for missing those hours.

Should a unit member use his/her contract sick leave for personal necessity on either of the two faculty service days, orientation or graduation days, s/he will be charged for one day of leave.

## **6.6 Jury Duty or Witness Leave**

A unit member shall be granted a leave of absence with pay at any time on contract during the college year, including Winter Intersession and Summer Session, to appear as a witness in court, other than as a litigant, or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the employee, or when regularly called for jury duty, upon presentation of the subpoena or official court summons to the Dean in the appropriate service area. The unit member should notify the appropriate Dean of the need for such leave as soon as possible after receiving such a summons or subpoena.

The unit member will receive compensation for such leave up to the amount of the difference between the unit member's regular earnings and any amount the unit member receives for jury or witness fees (Ed. Code §87035).

## **6.7 Sabbatical Leave**

Sabbatical leaves may be granted to members of the bargaining unit for the purpose of carrying out an approved program designed to benefit the member and increase his/her effectiveness and usefulness to the District and students through study, research, travel, or other creative activity.

A member of the unit who has satisfactorily completed six (6) full years of service will be eligible to apply for such leave. Any unit member who has been granted such leave will be eligible to again apply for sabbatical leave after completing six (6) additional years of service after return from the previous leave.

Leave may be granted for a full academic year at fifty-eight percent (58%) of full pay, one (1) semester at full pay, or two (2) semesters at fifty-eight percent (58%) of full pay, provided that in the last case both semesters of sabbatical leave are completed within a three (3) year period. Health and welfare benefits will continue to be paid by the district during the period of sabbatical leave exactly as if the member was not on leave.

There shall be no more than three (3) unit members on sabbatical leave at any one time during a semester.

Eligible unit members requesting sabbatical leave must submit, in writing to the Vice President for Academic Services or the Vice President for Student Services, a proposed plan of work by the March 1<sup>st</sup> preceding the fall semester or academic year for which the leave is requested. An application for sabbatical leave for only the spring semester must be filed by no later than the September 15<sup>th</sup> preceding said leave.

The proposed plan of work must significantly relate to the unit member's assignment. It should have the effect of enhancing the background or improving the unit member's ability to perform his/her work assignment. Equal value shall be given to study, research, travel, or other creative activity, or a combination of the four. The plan of work should provide detailed information sufficient for evaluation according to these criteria.

The procedure for selecting unit members to be granted sabbatical leave will be as follows:

When the Vice President for Academic Services or the Vice President for Student Services has received requests for sabbatical leave by the deadlines indicated above, s/he will call for the creation of a sabbatical leave committee to evaluate the granting of such leave.

This committee will be made up of the Vice President for Academic Services, the Vice President for Student Services, the President of the Academic Senate, one Academic Dean and two Department Chairpersons. Each committee member shall be granted one vote. The President of the Association will participate in the committee as a non-voting member. Any of these persons may excuse themselves if there is an evident conflict of interest, at which time the Vice President for Academic Services or the Vice President for Student Services will select an alternate of the same rank or status as the excused person.

The committee shall meet to evaluate the merits of the request(s). Preference will be given to those unit members who have never received a sabbatical leave before. The committee may choose to ask the requesting unit member to appear to provide further information regarding the sabbatical request and the plan of work. After deliberating the merits of each request, the committee members will vote to recommend either granting or denying each request, where a simple majority decides the case. The Vice President for Academic Services or the Vice President for Student Services will then prepare a written recommendation to grant or deny the leave to the Superintendent/President based upon the decision of the committee. Should there be a split decision of the committee on any individual request, and the committee has been unable to resolve the conflict during conference, both sides may, if they choose, submit a written recommendation to the Superintendent/President.

The Superintendent/President will then make the final decision whether to recommend to the Board of Trustees that the sabbatical leave request be granted. In making this decision, s/he will rely primarily upon the recommendation of the sabbatical leave committee. If the Superintendent/President has grave concerns about the recommendation of the committee s/he will meet with the committee in an attempt to alleviate those concerns.

If the Superintendent/President recommends that the request for sabbatical leave be denied, either in support or opposition to the committee's recommendation, a detailed letter explaining the reasons for the denial will be prepared by the Superintendent/President, and delivered to the unit member. If the request has been denied, it will not be forwarded to the Board of Trustees unless the unit member specifically requests in writing that it be done so. If the unit member so requests, the Superintendent/President will forward all the appropriate paperwork, including the original request, the written report of the sabbatical leave committee, and his/her own letter of denial, to the Board of Trustees for their review and decision.



If the Superintendent/President recommends that the request for sabbatical leave be granted, s/he will notify the unit member and forward the request and his/her recommendation to the Board of Trustees for their review and decision.

In either case, the decision of the Board of Trustees to grant or deny sabbatical leave is final, notwithstanding the right of the unit member to grieve the decision.

For those sabbatical leaves commencing in the fall semester, the approval process will be completed no later than the Board of Trustees meeting scheduled for May. For those sabbatical leaves commencing in the spring semester, the approval process will be completed no later than the Board of Trustees meeting scheduled for December.

Either a faithful performance bond or a leave of absence agreement must be executed as a condition of the leave. The unit member shall agree in writing to render, upon return from sabbatical leave, a period of service to the District which is equal to twice the period of the leave.

Upon return from leave, the unit member shall submit to the Vice President for Academic Services or the Vice President for Student Services a written report and, if applicable, transcripts pertaining to the plan of study undertaken during the leave. This report will be submitted to the Board of Trustees for their review and records.

(Ed. Code §87767, §87769, and §87770)

## **6.8 Industrial Accident and Illness Leave**

A member of the bargaining unit who has an accident or develops an illness which arises out of, and in the course and scope of, his or her employment by the District, and whose application for benefits is accepted by the District's compensation insurance carrier, shall be eligible for industrial accident and illness leave under these provisions.

Allowable leave for an industrial accident or illness shall be for the number of work days of temporary disability or shall be for not fewer than sixty (60) work days in a fiscal year during which the College is in session or when the unit member would otherwise have been performing work for the District.

Such leave shall commence on the first day of absence and shall not be accumulated from year to year. When the leave overlaps into the next fiscal year, the unit member shall be entitled to only the remaining amount of unused leave originally granted for any one illness or injury.

During such leave the unit member shall endorse over to the District the temporary disability indemnity checks received as a result of the industrial accident or illness. The District, in turn, will issue to the unit member salary warrants for his/her full salary.

Upon the termination of such a leave, the unit member will be entitled to sick leave in accordance with such provisions in this Agreement. The first day of sick leave shall be the workday immediately after the termination of the industrial accident or illness leave.

The parties agree to comply and act in accordance with appropriate statutory provisions relative to industrial accidents and illnesses (Ed. Code §87042, §87043, §87787).

## **6.9 Family and Medical Leave**

Unit members who work the normal teaching load or work load as defined in Article 15 of this Agreement are eligible for benefits under the Federal Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA).

In accordance with the FMLA and CFRA, paid leave may be substituted for the unpaid leave. After all paid leaves have been exhausted or, given District approval, refused by the unit member, the remaining weeks of leave necessary to attain the twelve (12) work weeks of leave required under the FMLA and CFRA may be provided without compensation. Upon termination of such leave, the unit member shall be returned to the position (or its equivalent) he/she held prior to the leave.

## **6.10 Leaves of Absence**

A member of the bargaining unit may be granted a leave of absence with health and welfare benefits upon the recommendation of the Superintendent/President for a period not to exceed one (1) year. Any such leave of absence will terminate at the end of the fiscal year, June 30, but may be extended for a specific period of time by the Board of Trustees upon the written request of the unit member and upon the recommendation of the Superintendent/President.

Unit members requesting a leave of absence are required in writing to state the reason for the request and the expected date they intend to return to service. At least two weeks prior to the expiration of the leave of absence, unit members are required to contact the Chief Human Resources Officer and notify the District in writing whether they do or do not intend to return to service following the leave of absence. A unit member whose leave of absence was granted for one full academic year, must contact the Chief Human Resources Officer and notify the District in writing whether they do or do not intend to return to service for the subsequent academic year, by no later than July 1<sup>st</sup> following the year of leave.

Should the unit member determine during the period of the leave of absence that s/he will not be able to return to service by the previously agreed upon date, s/he may request an extension of that leave in writing to the Superintendent/President, who shall forward such requests to the Board of Trustees for consideration.

Should the unit member not return to work on the next regularly scheduled contract work day following the expiration of the leave of absence and/or following the expiration of any extensions granted, or should the unit member not return to work upon having a

request to extend a leave of absence denied, s/he will be deemed to have resigned her/his position with the District effective the final date of the leave of absence.

### **6.11 District Authorized Leave**

The Superintendent/President, or his designee, may grant unit members leave from their regular contract assignments to attend to business, or participate in events, deemed to be of interest and value to the District. Such leave may be granted for activities taking place on campus, or for activities away from campus that take a member away from his/her regular duties. A unit member participating in such an event does not incur any deductions to his/her accumulated personal necessity leave; neither is there any reduction in pay, even if a substitute instructor is acquired for the duration of the leave. District Authorized Leave may be granted for any length of time, though it is designed for participation in non-recurring short-term events or activities.

A unit member shall submit a request in writing for District authorized leave, to the Superintendent/President or his designee, at least one week in advance of the leave, whenever possible. The request should fully explain the nature of the event or activity being attended and why it should be designated as District Authorized Leave. If there are any costs associated with the event or activity, a separate request for reimbursement of costs must be submitted in advance.

### **6.12 Staff Development Conference Leave**

Unit members may request up to two (2) days of leave and associated travel expenses for approved staff development activities. Approval of District reimbursement of associated travel expenses is contingent upon the availability of budgeted funds. The supervisor and area Administrator of the unit member requesting leave must respond to the request prior to the commencement of the leave. Funds for approved staff development activities will be equitably distributed among all faculty.

In order to be eligible for staff development leave, the unit member must, at least five (5) working days before the event, send a written request to utilize his/her staff development leave to the area Dean and to the Vice President for Academic Services, or the Vice President for Student Services, as appropriate. The request should explain the activity, how the activity will contribute to the unit member's professional development, and should include a copy of the brochure or conference program. A copy of the written request should be forwarded to the Department Chairperson for informational purposes. Out-of-state development must be preapproved by the Board of Trustees.

After the event, the unit member should submit appropriate documentation to verify participation in the staff development activity.

Faculty on 177-day contracts may utilize their staff development leave during the fall or spring semesters only. Faculty on 194-Day contracts may utilize their staff development

leave any time during the fiscal year. Staff development leave unused in one fiscal or academic year does not accrue or carry into the next fiscal year.

### **6.13 Catastrophic Leave Program**

A member of the bargaining unit may donate accumulated contract sick leave to another unit member, or to any other eligible employee of the Imperial Valley Community College District in the case of catastrophic illness or injury, according to the following regulations.

For the purpose of this section, catastrophic illness or injury means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's family which incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the employee because he or she has exhausted all of his or her sick leave and other paid time off.

Eligible contract sick leave credits may be donated to another employee for a catastrophic illness or injury if all of the following requirements are met:

1. the employee who is, or whose family member is, suffering from a catastrophic illness or injury requests in writing that eligible leave credits be donated and indicates to the District the approximate number of leave credits needed;
2. the employee provides verification of catastrophic injury or illness to the District by providing written documentation from the attending medical/health care provider and the District verifies that the employee is unable to work due to the employee's or his or her family member's catastrophic illness or injury;
3. the employee has exhausted all accrued paid leave credits.

If these conditions are met, and the District approves the transfer of eligible leave credits, any unit member may, upon giving written notice to the District, donate accumulated contract sick leave credits at a minimum of eight (8) hours and in one (1) hour increments thereafter.

The maximum amount of time for which donated leave credits may be used by the receiving employee is not to exceed twelve (12) consecutive months.

The employee who receives paid leave pursuant to this section shall use any leave credits that he or she continues to accrue prior to receiving donated leave credits. All transfers of eligible leave credit are irrevocable.

The District shall establish such policies and create such forms to implement this program; such forms shall explain the full terms of the program and the irrevocable nature of the transfer, and require the signature(s) of the participating unit member(s) (Ed. Code §87045).

## **ARTICLE 7        SAFETY**

### **7.1    General**

The District agrees to provide safe conditions under which unit members are required to work. The District agrees to comply with standards prescribed by applicable federal, state, and local laws, regulations, and ordinances affecting the safety of unit members.

The District shall communicate in writing the health and safety procedures of the District to unit members once each fiscal year during the Faculty and Staff Orientation in August or whenever substantial changes are made to said procedures during the fiscal year. Unit members agree to follow all health and safety procedures of the District.

Members of the bargaining unit agree to report any unsafe conditions, in writing, as soon as practical after they become aware of said conditions, to the Chief Human Resources Officer and to give recommendations for remediation where appropriate.

The District agrees to respond in writing within five (5) working days to any unit member who makes such a written report of an unsafe working condition. Such response shall explain the District's evaluation of the working condition, the intent and plan for remedy of the unsafe working condition if the District has deemed that such remedy is appropriate, and a general timetable for such remedy. In determining said timetable the severity and potential bodily harm of the unsafe condition shall be of paramount importance.

### **7.2    Emergency Procedures**

The District shall develop policies and procedures for emergency situations. The appropriate procedures for notification and response during emergency conditions shall be regularly communicated to the unit members. Whenever substantial changes are made to these procedures an email will be sent to all unit members. In the case of a declared national disaster which results in the modification of the academic calendar, service days will be adjusted to meet student contact hour requirements without additional compensation.

## **ARTICLE 8            TRANSFER AND REASSIGNMENT**

### **8.1    Definitions**

A "transfer" occurs when a unit member's primary work location moves from: (1) the college main campus to an off-campus site; (2) an off-campus site to the college main campus; or (3) one off-campus site to another.

A "reassignment" occurs when a unit member moves from one division or department to another. A reassignment occurs only when there is a reorganization of college staff, or one or more lateral transfers, and there is no net increase in the number of employees.

A "reclassification" occurs when a faculty position is upgraded or renamed, such as being changed from a non-tenure track to a tenure track position, or the reverse, or from a 177-day contract to a 194-Day contract, or the reverse, or when the funding source (categorical or district) for the position is changed, without significantly altering the duties being performed by the individual.

A "voluntary" transfer or reassignment is one that is initiated by the unit member.

An "involuntary" transfer or reassignment is one that is initiated by the District.

### **8.2    General**

The following transfer, reassignment and reclassification procedures apply only to permanent employees of the District and not to temporary faculty members.

Every unit member, upon his/her first employment with the District, will have a primary work location identified and assigned, where s/he is expected to provide the majority (greater than 50%) of service to the District. If the District intends that a unit member's assignment will regularly take place at two work locations equally then such intention must be made known to the unit member at the time of his/her first employment with the District.

The District shall provide adequate space and resources at the unit member's primary work location for the unit member to provide all services required by the District and appropriate to the position, such as, but not limited to adequate workspace and appropriate office equipment.

The Superintendent/President may transfer or reassign unit members based upon the needs of the District which are paramount and which are in the best interest of the District and its students. However, when a voluntary or involuntary transfer or reassignment is contemplated, the District shall consider the following factors in addition to the needs of the District: the affected unit member's qualifications; demonstrated abilities; preference; and length of service with the District.

A unit member who has attained tenure does not lose those tenure rights when being voluntarily or involuntarily transferred, reassigned or reclassified, regardless of the tenure status of the position into which s/he is being transferred or reassigned.

A unit member who has not yet achieved tenure, but is in a tenure track position, does not lose those tenure-track rights if involuntarily transferred, reassigned, or reclassified into a non-tenure track position.

A unit member who has not yet achieved tenure, but is in a tenure track position, who requests and is granted a voluntary reassignment into a non-tenure track position, loses his or her tenure track rights. If the unit member subsequently is reassigned back into a tenure track position, or his/her position is reclassified as a tenure track position, the member's tenure track is restarted following the Modified Tenure Review Procedure for reassignment or reclassification as described in Article 11.8 of this agreement.

In all cases, a transfer or reassignment, whether voluntary or involuntary, does not, in and of itself, constitute a break in service with regard to hire date, seniority, salary placement, or any and all other applicable rights and benefits.

A transfer or reassignment of teaching faculty, whether voluntary or involuntary, will not be made during an ongoing semester or session, but only effective with the start of a subsequent semester or session, except in cases of emergency.

The provisions of this article shall not be in force when the District is undergoing a Reduction in Service or Layoff. Instead the reassignment procedures outlined in Article 19 of this agreement shall prevail.

No unit member may be transferred or reassigned into a position for which s/he does not meet minimum qualifications or the equivalent.

### **8.3 Involuntary Transfer or Reassignment**

When an involuntary transfer or reassignment is to be made, the Chief Human Resources Officer shall notify the Association and the effected unit member(s) as soon as the Dean has knowledge of the pending transfer or reassignment. A conference will be held between the effected unit member(s), a representative of the Association, the Chief Human Resources Officer, area Dean or Department Chairperson, and the Vice President for Academic Services or Vice President for Student Services, as appropriate, to discuss the reason(s) for a transfer or reassignment. If possible, the District will solicit volunteers for a voluntary transfer or reassignment prior to imposing an involuntary transfer or reassignment.

Members of the unit who are to be involuntarily transferred or reassigned shall be given as much advance notice as possible prior to the effective date of the transfer or reassignment.



If a unit member is to be involuntarily transferred or reassigned, s/he shall be entitled to receive, if requested in writing, an explanation in writing of the reason(s) for the transfer or reassignment.

If the reassignment is from a non-tenure track to a tenure-track position, the reassigned unit member will begin a tenure-track following the Modified Tenure Review Procedure outlined in article 11.8 of this agreement.

If a unit member is to be involuntarily transferred, the unit member has the right to request transfer to and be considered for an open position at the member's primary work location prior to being involuntarily transferred.

#### **8.4 Voluntary Transfer or Reassignment**

A unit member may initiate a request for a transfer or reassignment at any time by submitting a request in writing to the Vice President for Academic Services or the Vice President for Student Services, as appropriate, and to the Chief Human Resources Officer. The District shall consider a unit member's request for transfer or reassignment, provided that the unit member is in good standing with the District and his/her last performance review was satisfactory. The District shall endeavor to grant a unit member's request for transfer or reassignment if there are open existing positions at the primary work location, or in the department or division to which the unit member is requesting transfer. An open position is defined as an open full-time permanent or temporary faculty position, or sufficient work hours or units currently being taught by part-time faculty members to constitute a full-time load.

If the reassignment is from a non-tenure track to a tenure-track position, the reassigned unit member will begin a tenure-track following the Modified Tenure Review Procedure outlined in Article 11.8 of this agreement.

If a unit member's request for a transfer or reassignment is not granted, he or she shall be entitled to receive, if requested in writing, an explanation in writing of the reason(s) for not granting the requested transfer or reassignment.

#### **8.5 Open Faculty Positions**

When there exists an intent to hire a full-time faculty member for a newly created position or for a vacated existing position, the District shall notify the Association and the unit members about the open position through the campus email system five working days before the position is publicly advertised.

Unit members who are interested in a voluntary reassignment into the open position shall notify in writing the appropriate Vice President and the Chief Human Resources Officer of their interest in the position within five working days of the initial email notification. Such requests shall be forwarded to the appropriate area administrator or Department Chairperson. Any requests for reassignment into an open position shall be considered before the position is publicly advertised.

Once a position has been publicly advertised, unit members have the same right to apply for a position as any outside candidate, regardless of whether a previous request for reassignment was rejected. However, unit members must meet the same requirements for application, and the minimum qualifications or the equivalent for the position, as all other applicants. However, unit members are not guaranteed the appointment if, in the opinion of the District, an outside candidate possesses more desirable qualifications for the position.

## **8.6 Reclassifications**

A reclassification occurs when a faculty position is upgraded or renamed, such as being changed from a non-tenure track to a tenure track position, or the reverse, or from a 177-day contract to a 194-Day contract, or the reverse, or when the funding source (categorical or district) for the position is changed, without significantly altering the duties being performed by the individual.

An area Dean may initiate the reclassification of existing faculty positions. All requests for reclassification shall be sent to the Vice President for Academic Services or the Vice President for Student Services, as appropriate, explaining the reasons for the request. The District's decisions shall consider the advice and recommendations of the Academic Senate based upon the advice of the Curriculum Committee.

When an existing faculty position is reclassified, and an incumbent unit member holds the position, and the incumbent wishes to retain the position, then the incumbent shall retain the position in its new classification. If the reclassification is from a non-tenure track to a tenure-track position, the reclassified incumbent will then begin a tenure-track following the Modified Tenure Review Procedure outlined in Article 11.8 of this agreement.

If an existing faculty position is reclassified from a tenure track to a non-tenure track position, but the duties and responsibilities remain unchanged, and an incumbent holds that position, the incumbent in the position shall not lose his/her tenure or tenure track rights during the period of his/her incumbency. The position reclassification shall take effect only when the position is vacated.

**ARTICLE 9            FACULTY SERVICE AREAS AND COMPETENCY**

As required by California Education Code §87743.1 and §87743.2, the parties agree that the term "faculty service area," as applied to bargaining unit members, shall mean all district programs in which contract, regular, and categorically funded instructors, counselors, and librarians, and non-teaching faculty are employed.

As required by California Education Code §87743.5, the parties agree that the word "competency" and the term "competency criteria," as applied to bargaining unit members, shall be defined as the possession of minimum qualifications for district employment as an instructor, counselor, or librarian, or non-teaching faculty in accordance with California Education Code §87355 and §87356.

## **ARTICLE 10            EVALUATION OF FACULTY MEMBERS**

### **10.1    Definitions**

A "contract faculty member" means a member of the bargaining unit who is employed on the basis of a contract in accordance with the provisions of California Education Code §87477, §87478, §87480, §87481, §87482, §87604, §87605, §87608(b) or §87608.5(b), and is generally meant to refer to full-time faculty members who are non-tenure track or who are tenure track but have not yet achieved tenure.

A "regular faculty member" means a member of the bargaining unit who is employed on a regular basis in accordance with the provisions of California Education Code §87608(c), §87608.5(c) or §87609(a), and is generally meant to refer to full-time faculty members who have achieved tenure.

A "categorically funded faculty member" means a member of the bargaining unit who is employed on the basis of a contract in accordance with the provisions of California Education Code §87470.

An "academic year" means that period of time beginning on the first day of a fall semester and ending on the last day of the following spring semester.

An "administrative evaluator" means the Vice President for Academic Services, the Vice President for Student Services, as appropriate, or an appropriate Academic Administrative designee, such as the academic Dean of the area in which the faculty member works.

A "peer evaluator" means any regular faculty member who is selected by the person being evaluated to complete an evaluation of the unit member.

### **10.2    General**

All information and materials related to the evaluation process shall remain confidential.

Evaluation forms currently in use at the time this agreement goes into effect shall continue to be used for the duration of this agreement and can be found in Exhibit D to this agreement.

The unit member shall have the right to be accompanied by a representative of his/her choice at any evaluation conference.

Matters of substance in a unit member's evaluation shall not be subject to the grievance procedure in this agreement.

### **10.3 Frequency of Evaluation**

Contract faculty members and categorically funded faculty members shall be evaluated in accordance with the criteria and procedures enumerated in Articles 10.4 and 10.5 at least once in each academic year.

Regular faculty members shall be evaluated in accordance with the criteria and procedures enumerated in Articles 10.4 and 10.5 at least once in every three (3) academic years.

Contract faculty members who are designated as “full-time temporary” shall be evaluated in accordance with the criteria enumerated in Article 10.4 and with the procedures enumerated in Article 10.6 at least once in their employment as full-time temporary faculty.

All contract faculty members employed in a position designated by the District as “tenure track”, and governed by the provisions of California Education Code §87604 through §87609 shall be evaluated during the first years of their employment according to the policies, criteria, and procedures enumerated in Article 11 - Tenure Review Procedure of this agreement, rather than this article, until they attain the status of regular faculty members.

The Vice President for Academic Services or the Vice President for Student Services, as appropriate, shall maintain the master calendar of when all regular, contract and categorically funded faculty members are due to be evaluated.  
(Ed. Code §87663)

### **10.4 Evaluation Criteria**

The unit member shall be evaluated based upon the following criteria.

The unit member should be concerned about, and act to enhance, students’ academic success; should respect the opinions and concerns of the students; should be willing and available to assist students; and should be responsive to the educational and individual needs of students by exhibiting awareness of, and sensitivity to, the diversity of cultural backgrounds, lifestyles, learning styles, and goals of students, as well as gender and age differences.

The unit member should participate in division activities and at least one college standing committee, campus club or college advisory committee or other activity/committee as approved by the area Vice President; should maintain ethical standards; should make a reasonable effort to develop and to maintain workable relationships with colleagues and staff; and should demonstrate a commitment to the profession of education and to his/her area of expertise.

The following duties reflect the different roles of teaching faculty, counselors, librarians, and non-instructional faculty members and form the basis of the evaluation.

**10.4.1 Classroom Teaching Duties**

The classroom instructor should be clearly knowledgeable in the discipline and be aware of current developments and research in the field; should communicate effectively with students and colleagues; should use effective teaching methods that are appropriate for the subject matter; should use appropriate assessment and testing methods to measure student progress; should cover course content as contained in the course outlines while recognizing the needs of individual classes and students; and should maintain and submit classroom and college records and reports in accordance with District policies.

**10.4.2 Counseling Duties**

The counselor should be clearly knowledgeable in academic, career, and personal counseling and be aware of current software developments and research in educational counseling; should communicate effectively with students and colleagues; should use appropriate methods to evaluate and monitor student progress; and should maintain and submit counseling and college records and reports in accordance with District policies.

**10.4.3 Librarian Duties**

The librarian should be clearly knowledgeable in the area of librarianship, library operations, services and materials and be aware of current developments and research in librarianship; should communicate effectively with students and colleagues; should use methods and resources appropriate to the job assignment and be responsive to the needs of students; should use appropriate methods to evaluate and monitor the work of library staff and students; should stimulate the students' use of, and interest in, the library and its facilities; and should maintain and submit library and college records and reports in accordance with District policies.

**10.4.4 Non-Classroom Faculty Duties**

The non-classroom faculty member should be clearly knowledgeable in the area of the assignment and aware of current developments and research in the field; should communicate effectively with students and colleagues; should use methods and resources appropriate to the job assignment; should use appropriate methods to evaluate and monitor work; should stimulate the use of, and interest in, work assignment; and should maintain and submit work assignment and college records and reports in accordance with District policies.

## **10.5 Evaluation Procedure**

### **10.5.1 Notification**

No later than the third week of the semester in which a unit member is scheduled to be evaluated, based upon the timelines described above in section 10.3, the Vice President for Academic Services or the Vice President for Student Services, as appropriate, shall send a written notification to the unit member of that semester's evaluation. In this notification, the Vice President shall indicate if s/he will be the administrative evaluator or, if a designee has been assigned, who the academic administrative evaluator shall be.

### **10.5.2 Evaluation Team**

The unit member shall select a peer evaluator from inside or outside the unit member's division, provided that when the last preceding peer evaluation was conducted it was by a peer from within the unit member's division, and provided that there is a peer evaluator available from within the unit member's division. This peer evaluator and the administrative evaluator shall comprise the evaluation team.

### **10.5.3 Pre-Observation Conference**

The unit member to be evaluated shall have the option as to whether or not to meet with the evaluation team in a pre-observation conference. If the conference is held, its purpose shall be to discuss the criteria and procedures of the evaluation, the time and conditions of the observation visitations, and the time of the post-observation conference.

Regardless of whether at the election of the unit member being evaluated the pre-observation conference is or is not held, the time of the observation visitations and the time of the post-observation conference shall be set by mutual agreement of the unit member and the evaluators at their convenience.

### **10.5.4 Evaluation of Professional Duties**

Immediately after the notification of evaluation, the administrative evaluator shall request of the unit member's academic area leader, or shall complete her/himself if s/he is the academic area leader, an evaluation of the unit member's professional duties. The Professional Duties will include an evaluation of the unit member's participation in division and institutional activities including participation in at least one college standing committee, student club or college advisory committee or the equivalent and the development and assessment of student learning outcomes. This evaluation must be completed in time for the post-observation conference.

### **10.5.5 Faculty Member's Self-Assessment**

The faculty member being evaluated will complete a self-assessment. This self-assessment may contain a description of any professionally related activities undertaken by the faculty member since the last evaluation as well as a self-assessment of the faculty member's performance. The self-assessment will address the faculty member's participation in the development and assessment of student learning outcomes. This self-assessment must be completed in time for the post-observation conference.

### **10.5.6 Student Assessment of Faculty Member**

Each semester anonymous evaluations by students of the unit member shall be conducted.

See Articles 10.5.6.1 and 10.5.6.2 for specific procedures to be followed by teaching and non-teaching faculty members in distributing and collecting student evaluations.

Student evaluations should be completed using the standard student evaluation forms that are part of this agreement (forms M, N, O, and P).

No student evaluations shall be placed in the unit member's personnel file unless requested by the unit member who has been evaluated.

Student evaluations in and of themselves will not be used for discipline of a unit member, but may be used as a tool for professional improvement and/or in the overall evaluation process. If the evaluation report includes reference to student evaluations, then the administrator evaluator will have to produce hard copies of all student evaluations done over the three-year period between evaluations to support such reference at the post-observation conference.

#### **10.5.6.1 Teaching Faculty Members**

Each semester teaching faculty shall distribute anonymous student evaluations to a minimum of two (2) course sections requiring different preparations (if possible) which are selected by the area dean after conferring with the unit member.

The teaching faculty member will be responsible for distributing the evaluation forms to the students, providing a setting in which confidentiality and anonymity are ensured. A student should be designated to collect the completed forms and seal them in an envelope. The sealed envelopes should be submitted to the office of the area dean by the teaching faculty member no later than the next business day.



The completed evaluations will be reviewed by the area dean and area Vice President and given to the teaching unit member after final grades are submitted.

#### **10.5.6.2 Non-Teaching Faculty Member**

Each semester non-teaching faculty members shall distribute anonymous evaluations to all students and/or other individuals served during a three (3) week date range assigned by the area dean or administrator after conferring with the unit member.

The unit member will be responsible for distributing the evaluation forms to the students/individuals, providing a setting in which confidentiality and anonymity are ensured.

The area dean shall ensure the placement of a secure collection box away from the non-teaching faculty member's desk and the final collection of all evaluations at the end of the third week.

The completed evaluations will be reviewed by the area dean and area Vice President and given to the non-teaching faculty member after the end of each semester.

#### **10.5.7 Observation Visitation**

The observation visitations shall take place within twenty (20) workdays of the pre-observation conference. Observation visitations normally will be for periods of sixty (60) minutes; however, the period of time of an observation visitation may be shortened or lengthened by the mutual agreement of the unit member and the evaluators.

Extemporaneous notes may be taken during the observation visitation. Evaluators should complete the evaluation forms during or immediately following the observation visitation.

In that the purpose of evaluation is the improvement of instruction, positive instructional features observed during the observation visitation should receive as much, if not more, emphasis than negative features.

#### **10.5.8 Post-Observation Conference**

The purpose of the post-observation conference shall be for the evaluation team and the faculty member to review the results of the observation visitation(s), to identify and communicate the strengths of the unit member, and to identify and communicate any areas that may be in need of improvement.

The post-observation conference shall take place within twenty (20) workdays of the observation visitation. Within fifteen (15) workdays of the observation

visitation, the evaluators shall submit to the unit member being evaluated a copy of the completed observation evaluation forms which may include any extemporaneous notes taken during the observation visitation, and a copy of the evaluation of professional duties.

During the post-observation conference, the unit member and the evaluation team shall discuss the observation evaluations, the evaluation of professional duties, the student evaluations, and the self-assessment.

At the conference, the evaluators and the unit member may agree to changes to what has been written on the evaluation forms, in which case they shall be re-drafted and re-submitted to the unit member within five (5) workdays of the post-observation conference.

The unit member shall sign and return to the administrative evaluator the final evaluation forms within five (5) workdays of the date they were submitted to the unit member.

### **10.5.9 Conclusion of the Evaluation**

A copy of all final signed evaluation documents shall be given to the unit member, and a copy shall be placed in the unit member's personnel file, excluding any student evaluations, by no later than the last day of the academic semester in which the evaluation took place. The unit member and the administrative evaluator may extend this deadline by mutual consent.

In the event the unit member being evaluated receives what s/he considers to be a negative evaluation, the evaluation team and the unit member shall discuss the matter at the post-observation conference. The administrative evaluator shall specify on the evaluation form the reasons for the alleged deficiencies. The administrative evaluator and the unit member shall meet within fifteen (15) workdays of the post-observation conference to develop a written, detailed plan for remediation of the deficiencies upon which the negative evaluation was based.

All documents placed into the unit member's personnel file must follow the policies and procedures of this article and of Article 3 of this agreement.

## **10.6 Full-Time Temporary Faculty Evaluation**

### **10.6.1 Purpose**

The following procedures are for evaluation of Full-Time Temporary Faculty members, who shall be evaluated at least once during their employment by the District.

The purpose of the evaluation process is the improvement of instruction,

regardless of whether the unit member employed under a full-time temporary contract is seeking a permanent teaching position with the District.

## **10.6.2 Procedure**

Any unit member who is employed under a full-time temporary contract for one semester shall be evaluated during that semester. Unit members employed under a full-time temporary contract for a full academic year shall be evaluated in at least one of the two semesters employed.

The appropriate academic area leader or designee shall conduct evaluations. Designees are limited to those available, regular faculty members in the discipline or in a related discipline of the unit member being evaluated.

### **10.6.2.1 Pre-Observation Conference**

The evaluator shall contact the unit member to be evaluated as early in the semester as possible. The unit member to be evaluated shall have the option as to whether or not to meet with the evaluator in a pre-observation conference. If the conference is held, its purpose shall be to discuss the criteria and procedures of the evaluation, the time and conditions of the observation visitation, and the time of the post-observation conference.

Regardless of whether at the election of the unit member being evaluated, the pre-observation conference is or is not held, the time of the observation visitation and the time of the post-observation conference shall be set by mutual agreement of the unit member and the evaluator at their convenience.

### **10.6.2.2 Observation Visitation**

Observation visitations normally will be for periods of sixty (60) minutes; however, the period of time of an observation visitation may be shortened or lengthened by the mutual agreement of the unit member and the evaluator.

In that the purpose of evaluation is the improvement of instruction, positive instructional features observed during the observation visitation should receive as much, if not more, emphasis than negative features. The evaluator should complete the evaluation forms during or immediately following the observation visitation.

### **10.6.2.3 Evaluation of Professional Duties**

The unit member's academic area leader shall complete an evaluation of the unit member's professional duties. The Professional Duties will include an evaluation of the unit member's participation in division and institutional activities including participation in at least one college standing committee, student club or college advisory committee or the equivalent and the development and assessment of student learning outcomes. This evaluation must be completed in time for the post-observation conference.

### **10.6.2.4 Faculty Member's Self-Assessment**

The faculty member being evaluated will complete a self-assessment. This self-assessment may contain a description of any professionally related activities undertaken by the faculty member while employed by the District as well as a self-assessment of the faculty member's performance. The self-assessment will address the faculty member's participation in the development and assessment of student learning outcomes. This self-assessment must be completed in time for the post-observation conference.

### **10.6.2.5 Student Assessment of Faculty Member**

Each semester anonymous evaluations by students of the unit member shall be conducted.

See Articles 10.6.2.5.1 and 10.6.2.5.2 for specific procedures to be followed by teaching and non-teaching faculty members in distributing and collecting student evaluations.

Student evaluations should be completed using the standard student evaluation forms that are part of this agreement (forms M, N, O, and P).

No student evaluations shall be placed in the unit member's personnel file unless requested by the unit member who has been evaluated.

Student evaluations in and of themselves will not be used for discipline of a unit member, but may be used as a tool for professional improvement and/or in the overall evaluation process. If the evaluation report includes reference to student evaluations, then the administrator evaluator will have to produce hard copies of all student evaluations done while employed by the District to support such reference at the post-observation conference.

#### **10.6.2.5.1 Teaching Faculty Members**

Each semester teaching faculty shall distribute anonymous student

evaluations to a minimum of two (2) course sections requiring different preparations (if possible) which are selected by the area dean after conferring with the unit member.

The teaching faculty member will be responsible for distributing the evaluation forms to the students, providing a setting in which confidentiality and anonymity is ensured. A student should be designated to collect the completed forms and seal them in an envelope. The sealed envelopes should be submitted to the office of the area dean by the teaching faculty member no later than the next business day.

The completed evaluations will be reviewed by the area dean and area Vice President and given to the teaching unit member after final grades are submitted.

#### **10.6.2.5.2 Non-Teaching Faculty Member**

Each semester non-teaching faculty members shall distribute anonymous evaluations to all students and/or other individuals served during a three (3) week date range assigned by the area dean or administrator after conferring with the unit member.

The unit member will be responsible for distributing the evaluation forms to the students/individuals, providing a setting in which confidentiality and anonymity are ensured.

The area dean or administrator shall ensure the placement of a secure collection box away from the non-teaching faculty member's desk and the final collection of all evaluations at the end of the third week.

The completed evaluations will be reviewed by the area dean and area Vice President and given to the non-teaching faculty member after the end of the semester.

#### **10.6.2.6 Post-Observation Conference**

The purpose of the post-observation conference shall be for the evaluator and the unit member to review the results of the observation visitation, to identify and communicate the strengths of the unit member, and to identify and communicate any areas that may be in need of improvement. During the post-observation conference, the unit member and the evaluator shall discuss the observation evaluation, the evaluation of professional duties, the student evaluations, and the self-assessment.

At the conference, the evaluator and the unit member may agree to changes to what has been written on the evaluation forms, in which case they shall be re-drafted and re-submitted to the unit member within five (5)

workdays of the post-observation conference.

The unit member shall sign and return to the evaluator the final evaluation forms within five (5) workdays of the date they were submitted to the unit member.

#### **10.6.2.7 Conclusion of the Evaluation**

A copy of all final signed evaluation documents shall be given to the unit member, and a copy shall be placed in the unit member's personnel file, excluding any student evaluations, by no later than the last day of the academic semester in which the evaluation took place. The unit member and the administrative evaluator may extend this deadline by mutual consent.

All documents placed into the unit member's personnel file must follow the policies and procedures of this article and of Article 3 of this agreement.

#### **10.6.3 Reservations & Limitations**

If the evaluation is to be conducted while an active search is underway to fill the position being temporarily filled by the unit member being evaluated and the unit member being evaluated is a candidate for the full-time permanent position:

1. the evaluator cannot be serving on the screening/search committee;
2. the evaluation itself cannot be considered by the screening/search committee. If the unit member so chooses, s/he may request a letter of recommendation from the evaluator, to be included in the unit member's application for the full-time permanent position, and the evaluator may write such a letter of recommendation.

If the unit member is subsequently offered and accepts a full-time permanent position with the District:

1. if the unit member was employed in a temporary full-time position for at least one full academic year, the unit member shall receive one year of credit as a full-time faculty member in accordance with California Education Code §87478 and shall be subject to the Three Year Modified Tenure Review Procedure described in Article 11.8 of this agreement;
2. the Individual Tenure Review Committee, once formed, shall review the evaluation(s) made during the semester(s) the unit member was employed under a full-time temporary faculty contract. As noted in

Article 11 of this Agreement, members of the Individual Tenure Review Committee shall “respect the confidentiality of the tenure review process and treat evaluations and the reviews of members as private information.”

### **10.7 Evaluation of Faculty Teaching Online Courses**

The goal of the online course evaluation process is to ensure that the online courses being taught are similar in scope, quality, and requirements as the same courses taught in a traditional format. Further, the evaluation is meant to develop the skills of online instructors and for the methods, techniques, and best practices in online instruction to be shared among peer faculty members. To that end, the online evaluation process is designed primarily to review and improve the online course delivery and content. However, for teaching faculty members who regularly teach online courses as part of their teaching load, the online course evaluation should be used by the evaluation team as an additional peer review of teaching in the contract, regular or tenure review facets of faculty evaluation, though it may not take the place of the formal classroom observations as described in Articles 10 and 11 of this agreement. If an online course is chosen for evaluation, at least one evaluator must have experience/training in online course teaching/evaluation.

District administrative officers have the same rights to informal review of online instruction as they possess for traditionally delivered instruction.

**ARTICLE 11            TENURE REVIEW**

All contract faculty members employed in a position designated by the District as “tenure track,” and governed by the provisions of California Education Code §87604 through §87609 shall be evaluated during the first years of their employment according to the policies, criteria, and procedures enumerated in this Article.

**11.1    Statement of Purpose**

The tenure review process should ensure that students have access to the most knowledgeable and student-oriented faculty available. To that end, the four-year probationary period should provide sufficient time for contract employees to understand the expectations for tenure, to develop the skills and acquire the experience, to participate successfully in the educational process, and to use appropriate resources for professional growth. Based upon clear evaluation criteria, the process should enhance academic growth by providing a useful assessment of performance.

**11.2    Evaluation Criteria****11.2.1            Students**

The contract employee who merits tenure:

1. is concerned about, and acts to enhance, students’ academic success;
2. respects the opinions and concerns of the students;
3. is willing and available to assist students; and
4. is responsive to the educational and individual needs of students by exhibiting awareness of, and sensitivity to, the diversity of cultural backgrounds, lifestyles, learning styles, and goals of students, as well as gender and age differences.

**11.2.2            Professional Responsibilities**

The contract employee who merits tenure:

1. participates in division and institutional activities, student learning outcome development and assessment, and at least one college standing committee, student club or college advisory committee;
2. maintains ethical standards;



3. makes a reasonable effort to develop and to maintain workable relationships with colleagues and staff; and
4. demonstrates a commitment to the profession of teaching and to his/her area of expertise.

### **11.2.3 Duties**

The following duties reflect the different roles of teaching faculty, counselors, librarians, and non-instructional faculty members.

#### **11.2.3.1 Classroom Teaching Duties**

The classroom instructor who merits tenure:

1. is clearly knowledgeable in the discipline.
2. is aware of current developments and research in the field;
3. communicates effectively with students and colleagues;
4. uses effective teaching methods that are appropriate for the subject matter;
5. uses appropriate assessment and testing methods to measure student progress;
6. covers course content as contained in the course outlines, while recognizing the needs of individual classes and students as detailed in the class syllabus; and
7. maintains and submits classroom and college records and reports in accordance with District policies.

#### **11.2.3.2 Counseling Duties**

The counselor who merits tenure:

1. is clearly knowledgeable in academic, career, and personal counseling;
2. is aware of current developments and research in educational counseling;
3. communicates effectively with students and colleagues;

4. uses appropriate methods to evaluate and monitor student progress;
5. maintains and submits counseling and college records and reports in accordance with District policies.

#### **11.2.3.3 Librarian Duties**

The librarian who merits tenure:

1. is clearly knowledgeable in the area of librarianship; library operations, services and materials;
2. is aware of current developments and research in librarianship;
3. communicates effectively with students and colleagues;
4. uses methods and resources appropriate to the job assignment and is responsive to the needs of students;
5. uses appropriate methods to evaluate and monitor the work of library staff and students;
6. stimulates the students' use of, and interest in, the library and its facilities; and
7. maintains and submits library and college records and reports in accordance with District policies.

#### **11.2.3.4 Non-Classroom Faculty Duties**

The non-classroom faculty member who merits tenure:

1. is clearly knowledgeable in the area of the assignment;
2. is aware of current developments and research in the field;
3. communicates effectively with students and colleagues;
4. uses methods and resources appropriate to the job assignment;
5. uses appropriate methods to evaluate and monitor work;
6. stimulates use of, and interest in, work assignment; and
7. maintains and submits work assignment and college records and reports in accordance with District policies.

### **11.3 Individual Tenure Review Committee**

#### **11.3.1 Composition of the Committee**

The Individual Tenure Review Committee shall be composed of three members:

1. the current academic area faculty leader, or appropriate faculty designee (Department Chairperson, Lead Counselor, or a tenured faculty member from within the division, selected by the supervising administrator or Vice President if there is no Department Chair or Lead Counselor in the academic area);
2. a tenured faculty member selected by the candidate (may be from within or without the division, but must have knowledge of the candidate's area of expertise);
3. the Vice President for Academic Services, the Vice President for Student Services, as appropriate, or an appropriate Academic Administrative designee, such as the academic Dean of the area in which the faculty member works. A change in the administrative organization shall not delay the selection of an administrative representative or the tenure review process.

The same committee members will serve for the duration of the candidate's probationary period, with replacements made by the current academic area faculty leader for members who retire, resign from the college, or remove themselves for cause, with the following exceptions:

1. if the individual holding the position of Department Chairperson or Lead Counselor changes during the period of an ongoing tenure review, the outgoing Department Chairperson or Lead Counselor shall remain on the committee for the entire tenure review period. In addition, the incoming Department Chair or Lead Counselor shall serve as an additional member of the committee, in which case the tenure committee shall be increased to 4 members. The incoming or sitting Department Chairperson or Lead Counselor shall be responsible for submitting the professional duties portion of the tenure review to the Individual Tenure Review Committee for their evaluation.
2. the faculty member under review may request to replace the faculty member he/she initially selected to serve on the committee without cause, once during the four year tenure review process.
3. If a conflict of interest exists or arises during the four-year tenure review period, the involved member should disqualify him/herself for cause and/or be subject to disqualification by the other two members of the Individual Tenure Review Committee.

## **11.3.2 Duties of the Individual Tenure Review Committee**

### **11.3.2.1 Academic Area Leader**

The academic area leader has the following responsibilities:

1. to establish committee membership following the guidelines described below in section 11.4;
2. to convene the first meeting in accordance with the timelines established in these tenure review procedures; and
3. to inform all committee members of their duties and responsibilities as specified in these tenure review procedures.

### **11.3.2.2 Committee Members**

The Individual Tenure Review Committee members' duties and responsibilities are:

1. to be knowledgeable concerning all tenure review laws, policies, and agreements;
2. to be objective when evaluating the candidate's performance, basing judgments on the criteria outlined in section 11.2 of these tenure review procedures.
3. to take care to base the evaluation only on the candidate's professional characteristics and ability to teach and perform required professional activities;
4. to recognize that the candidate may have a different philosophy of education and teaching, counseling or work style than theirs, and let the main concern be the effectiveness of the candidate's work with students;
5. to respect the confidentiality of the tenure review process, and treat evaluations and the review of members, as private information.

### **11.3.2.3 Committee Chairperson**

The Chairperson of the tenure review committee shall be responsible for:

1. notifying the candidate within four weeks of the appropriate semester of the required tenure review activities to be

- completed;
2. calling all required meetings of the tenure review committee;
3. ensuring that all tenure review activities are completed as required and in a timely manner.

### **11.3.3 District Authorized Leave**

A committee member may be granted District Authorized Leave when required tenure review obligations conflict with the committee member's teaching schedule.

## **11.4 Evaluation Process**

The evaluation process shall include the following general steps:

1. an orientation meeting called by the academic area leader, during which a committee chairperson shall be elected and the candidate shall have explained the evaluation criteria, the evaluation process, and the timelines;
2. the formal evaluation of the candidate in accordance with the tenure review procedures;
3. a meeting of the Individual Tenure Review Committee to consider all evaluation input, and to decide on the recommendation for the candidate's status for the subsequent year, and to design a plan of instructional improvement for the candidate, if appropriate.
4. a meeting of the Individual Tenure Review Committee with the candidate to discuss the employment recommendation, and to recommend a plan for instructional improvement, if appropriate; and
5. the submission of the Individual Tenure Review Committee's recommendation to the Superintendent/President.

### **11.4.1 Orientation Meeting**

An orientation meeting shall be held for all newly hired full-time probationary faculty members within the first four weeks of the fall semester of the first full contract year of employment (first academic year). The academic area leader shall call this meeting at which the first order of business shall be election by the committee of the chairperson of the Individual Tenure Review Committee. The elected chairperson shall preside over the remainder of that meeting and over all subsequent

meetings. The Individual Tenure Review Committee chairperson shall designate a substitute from the committee to serve in the event of his or her absence. The Individual Tenure Review Committee form (form A) shall be completed.

Each probationary faculty member shall be given a copy of the job announcement under which s/he was hired, a blank copy of the administrative and peer evaluation form, and a blank copy of the student evaluation form. The probationary faculty member will be evaluated based upon the criteria described on these forms and the criteria enumerated in section 11.2 above. The chairperson of the Individual Tenure Review Committee shall be responsible for ascertaining that the probationary employee has received a description of and has clearly understood the evaluation process and the criteria under which s/he shall be evaluated.

#### **11.4.2 Formal Evaluation**

The candidate shall be evaluated in the following areas and in the following manner appropriate to his/her category of employment.

##### **11.4.2.1 Teaching Faculty**

1. An evaluation of classroom performance shall be made by the Individual Tenure Review Committee in accordance with the following:
  - a. one classroom observation per committee member will be conducted during the appropriate semesters as described in sections 11.5 through 11.8 below;
  - b. the candidate shall be given a minimum of five (5) workdays notice regarding the date and time of each specific observation; and
  - c. the candidate may request a pre-observation meeting with the evaluator(s) and/or provide a brief lesson plan to the evaluator(s) prior to the observation.
2. An evaluation of classroom performance by students shall be completed using a student evaluation form, Evaluation of Teacher by Students (form M), or SGID, collected by the candidate or deposited in a locked drop box, or delivered to the academic area leader, as appropriate;
3. An evaluation of professional duties and responsibilities of the candidate shall be conducted by the sitting academic area leader, regardless of that individual's status on the

Individual Tenure Review Committee, who shall evaluate the candidate's performance on the professional duties criteria enumerated in section 11.2.2 above;

4. An evaluation of course informational documents shall be made consisting of the examination of course introduction sheets and syllabi to be submitted by the candidate; and
5. An evaluation shall be made of any other information deemed by the Individual Tenure Review Committee to be relevant to its employment recommendation.

#### **11.4.2.2 Counseling Faculty**

1. An evaluation of counseling performance shall be made by the Individual Tenure Review Committee in accordance with the following:
  - a. one observation per committee member will be conducted during the appropriate semesters as described below in sections 11.5 through 11.8 below ;
  - b. the candidate shall be given a minimum of five (5) workdays notice regarding the date and time of each specific observation; and
  - c. the candidate may request a pre-observation meeting with the evaluator(s) and/or provide a brief student history to the evaluator(s) prior to the observation.
2. An evaluation of counseling performance by students shall be completed in accordance with the following:
  - a. an Evaluation of Counselors by Students (form N) shall be distributed to those students provided counseling assistance by the candidate;
  - b. students will deposit their completed forms in a locked collection box;
  - c. forms from the locked box will be retrieved and tabulated by the chairperson of the Individual Tenure Review Committee; and
  - d. the forms will then be made available to the candidate for his/her review.

3. An evaluation of professional duties and responsibilities of the candidate shall be conducted by the sitting academic area leader, regardless of that individual's status on the Individual Tenure Review Committee, who shall evaluate the candidate's performance on the professional duties criteria enumerated in section 11.2.2 above;
4. An evaluation of appropriate counseling documents shall be conducted; and
5. An evaluation shall be made of any other information deemed by the Individual Tenure Review Committee to be relevant to its employment recommendation.

#### **11.4.2.3 Librarians**

1. An evaluation of librarianship performance shall be conducted by the Individual Tenure Review Committee in accordance with the following:
  - a. one observation per committee member will be conducted during the appropriate semesters as described below in sections 11.5 through 11.8 below;
  - b. the candidate shall be given a minimum of five (5) workdays notice regarding the date and time of each specific observation; and
  - c. the candidate may request a pre-observation meeting with the evaluator(s) and/or provide a brief student history to the evaluator(s) prior to the observation.
2. An evaluation of performance by students shall be conducted using a student evaluation form or the Evaluation of Librarian by Students (Form O), collected by the candidate or deposited in a locked drop box, or delivered to the academic area leader, as appropriate.
3. An evaluation of professional duties and responsibilities of the candidate conducted by the sitting academic area leader, regardless of that individual's status on the Individual Tenure Review Committee, who shall evaluate the candidate's performance on the professional duties criteria enumerated in section 11.2.2 above;



4. An evaluation of appropriate library records and documents shall be made; and
5. An evaluation shall be made of any other information deemed by the Individual Tenure Review Committee to be relevant to its employment recommendation.

#### **11.4.2.4 Non-Classroom Faculty**

1. An evaluation of performance shall be conducted by the Individual Tenure Review Committee in accordance with the following:
  - a. one observation per committee member will be conducted during the appropriate semesters as described below in sections 11.5 through 11.8 below ;
  - b. the candidate shall be given a minimum of five (5) workdays notice regarding the date and time of each specific observation; and
  - c. the candidate may request a pre-observation meeting with the evaluator(s) and/or provide an outline of the workshop or training session to the evaluator(s) prior to the observation.
2. An evaluation of performance by clients using a client evaluation form or the Evaluation of Non-Classroom Faculty by Clients (Form P), collected by the candidate or deposited in a locked drop box, or delivered to the academic area leader, as appropriate.
3. An evaluation of professional duties and responsibilities of the candidate conducted by the sitting academic area leader, regardless of that individual's status on the Individual Tenure Review Committee, who shall evaluate the candidate's performance on the professional duties criteria enumerated in section 11.2.2 above;
4. An evaluation of appropriate library records and documents; and
5. Any other information deemed by the Individual Tenure Review Committee to be relevant to its employment recommendation.

### **11.4.3 Candidate's Self-Assessment**

The candidate shall complete a self-assessment as part of the evaluation process, utilizing the Candidate's Self-Assessment form (form C). The candidate may submit additional information concerning professionally related activities such as conference or workshop attendance, professional association memberships, scholarly publications, and research as part of this self-assessment.

### **11.4.4 Right of Response**

The candidate has the right to respond in writing to any complaint, concern, or other issues raised during or regarding this tenure review process.

## **11.5 First Contract Period**

The first contract period of the probationary period shall be for the first full academic year of employment (Ed. Code §87600-87608)

### **11.5.1 Fall Semester**

The following duties are to be performed during the Fall semester of the first contract period:

1. the Individual Tenure Review Committee shall be established; and
2. an orientation meeting with the candidate shall be held to discuss the evaluation process and the timelines.
3. the committee shall meet to review all pertinent areas of the evaluation and evaluation materials;
4. one observation shall be made by each of the committee members, unless the candidate requests additional observations. Tenure committee members should select to observe the candidate from at least two scheduled course selections;
5. the candidate shall submit Candidate's Self-Assessment (form C);
6. the candidate's sitting academic area leader shall conduct the duties and responsibilities evaluation;
7. the committee shall decide upon an employment recommendation for the candidate, and, if appropriate, shall establish a specific course of action for helping the candidate improve in recognized areas of weakness, and the committee shall complete the Candidate's Improvement Plan (form Q);

8. the committee shall meet with the candidate to discuss the recommendation, and, if appropriate, to present a course of action for the candidate to improve in recognized areas of weakness and, the committee shall complete the Evaluation and Recommendation form (form B);
9. the committee shall submit its employment recommendation, along with copies of appropriate substantiating documents, and with a cover letter explaining the recommendation to the appropriate Vice President and Superintendent/President

### **11.5.2      Spring Semester**

The following duties are to be performed during the Spring semester of the candidate's first contract period:

1. the committee shall work with the candidate to fulfill the written course of action for the candidate to improve in recognized areas of weakness, if needed. If improvement is made by then, the committee shall meet to review and modify, if needed, the employment recommendation presented in the Fall semester;
2. the committee shall submit its employment recommendation, along with copies of appropriate substantiating documents, and with a cover letter explaining the recommendation to the appropriate Vice President and Superintendent/President. The recommendation shall be based upon the unanimous opinion of the committee. If there is a difference of opinion among members of the committee, the recommendation of the majority shall be submitted. The committee member in the minority may, if s/he chooses, submit a letter of objection with supporting documentation; and
3. the Superintendent/President shall present the employment recommendation to the Board of Trustees. Based upon the employment recommendation of the Individual Tenure Review Committee and appropriate Vice President, and in accordance with California Education Code §87608, the governing board shall elect one of the following options prior to March 15:
  - a. not to enter into a contract for the following academic year;
  - b. to enter into a contract for the following academic year;
  - c. to employ the candidate as a tenured employee for all subsequent academic years.

## **11.6 Second Contract Period**

The second contract of the probationary period shall be for the second academic year (Ed. Code §87600-87608.5).

If during the first evaluation cycle during the first contract period the candidate received an overall evaluation, as listed on the Evaluation and Recommendation Report (form B), of Needs to Improve, the following procedures shall be undertaken during the candidate's first semester of the second academic year.

If during the first evaluation cycle during the first contract period the candidate received an overall evaluation, as listed on the Evaluation and Recommendation Report (form B), of Exceeds Expectations or Satisfactory, the following procedures shall be undertaken during the candidate's second semester of the second academic year.

The following duties are to be performed during the Fall semester of the candidate's second contract period prior to March 15:

1. the committee shall meet to review all the pertinent areas of the evaluation and the evaluation materials;
2. one observation shall be made by each of the committee members, unless additional observations are requested by the candidate. Tenure committee members should select to observe the candidate from at least two scheduled course sections;
3. the candidate shall submit the Candidate's Self-Assessment (form C);
4. the candidate's sitting academic area leader shall conduct the duties and responsibilities evaluation;
5. the committee shall decide upon an employment recommendation for the candidate, and if appropriate, shall establish a specific course of action for helping the candidate improve in recognized areas of weakness, and the committee shall complete the Candidate's Improvement Plan (form Q);
6. the committee shall meet with the candidate to discuss the recommendation, and, if appropriate, to present a course of action for the candidate to improve in recognized areas of weakness, and shall complete the Evaluation and Recommendations form (form B);
7. the committee shall submit its employment recommendation, along with copies of appropriate substantiating documents, and with a cover letter explaining the recommendation to the appropriate Vice President and Superintendent/President. The recommendation shall be based upon the unanimous opinion of the committee. If there is a difference of opinion among members of the committee, the recommendation of the majority shall be submitted. The committee member in the minority may, if s/he chooses, submit a letter of objection with supporting documentation; and

8. the Superintendent/President shall present the employment recommendations to the Board of Trustees. Based upon the employment recommendations of the Individual Tenure Review Committee and appropriate Vice President, and in accordance with California Education Code §87608, the governing board shall elect one of the following options prior to March 15:
  - a. not to enter into a contract for the following academic year;
  - b. to enter into a third contract for the following two academic years;
  - c. to employ the candidate as a tenured employee for all subsequent academic years.

### **11.7 Third Contract Period**

The third contract of the probationary period shall be for the third and fourth academic years (Ed. Code §87600-87609).

During the candidate's first and second semesters of the third contract, the Individual Tenure Review Committee shall perform such duties as are called for in the Candidate's Improvement Plan (form Q) if such a program was instituted.

The following duties are to be performed during the Fall semester of the candidate's third contract period:

1. the committee shall meet to review all the pertinent areas of the evaluation and the evaluation materials;
2. one observation shall be made by each of the committee members, unless additional observations are requested by the candidate. Tenure committee members should select to observe the candidate from at least two scheduled course sections;
3. the candidate shall submit the Candidate's Self-Assessment (form C);
4. the candidate's sitting academic area leader shall conduct the duties and responsibilities evaluation;
5. the committee shall decide upon an employment recommendation for the candidate, and if appropriate, shall establish a specific course of action for helping the candidate improve in recognized areas of weakness, and the committee shall complete the Candidate's Improvement Plan (form Q);
6. the committee shall meet with the candidate to discuss the recommendation, and, if appropriate, to present a course of action for the candidate to improve in recognized areas of weakness, and shall complete the Evaluation and Recommendations form (form B);

7. the committee shall submit its employment recommendation, along with copies of appropriate substantiating documents, and with a cover letter explaining the recommendation to the appropriate Vice President and Superintendent/President. The recommendation shall be based upon the unanimous opinion of the committee. If there is a difference of opinion among members of the committee, the recommendation of the majority shall be submitted. The committee member in the minority may, if s/he chooses, submit a letter of objection with supporting documentation; and
8. the Superintendent/President shall present the employment recommendations to the Board of Trustees. Based upon the employment recommendations of the Individual Tenure Review Committee, and in accordance with Education Code §87609, the governing board shall elect one of the following -options prior to March 15:
  - a. to employ the candidate as a tenured employee for all subsequent academic years; or
  - b. not to employ the probationary employee as a tenured employee.

### **11.8 Modified Tenure Review Timeline**

In cases where Voluntary or Involuntary Transfer or Reassignment, or Reclassification of a unit member from non-tenure track to tenure-track positions as outlined in Articles 8.3, 8.4, and 8.6 of this agreement takes place, or if a unit member is hired into a tenure-track position after having served as a full-time temporary faculty member for the entire academic year immediately preceding his/her appointment into a tenure-track position, this modified tenure review timeline shall be followed using the full tenure review procedure outlines in Articles 11.5, 11.6, and 11.7.

If the unit member has two or more full years of service with the District at the time when the Transfer, Reassignment or Reclassification takes place then the modified tenure review shall be for a two year period.

If the unit member has at least one full year of service but less than two full years of service with the District at the time when the Transfer, Reassignment or Reclassification takes place, then the modified tenure review shall be for a three year period.

If a unit member is hired into a tenure-track position after having served as a full-time temporary faculty member for the entire academic year immediately preceding his/her appointment into a tenure-track position, the modified tenure review shall be for a three year period.

If the unit member has less than 75% of one full year of service with the District at the time when the Transfer, Reassignment, Reclassification or hire into a tenure-track position takes place, then the full tenure review procedure shall be used.

All unit members evaluated under the Modified Tenure Review Timeline are expected to fulfill their duties and responsibilities under the same evaluation criteria as described above in the full tenure review procedure in Article 11.2 above.

The Individual Tenure Review Committee shall be created and structured in the same way and fashion as described above in the full tenure review procedure in Article 11.3 above.

The Evaluation Process under the Modified Tenure Review Timeline shall be conducted in the same manner and following the same basic structure as outlined for the full tenure review procedure in Article 11.4.

## **11.8.1 Two Year Modified Tenure Review**

### **11.8.1.1 First Contract Period**

The first contract period of the probationary period shall be for the first full academic year of employment in the new position.

#### **11.8.1.1.1 Fall Semester**

The following duties are to be performed during the Fall semester of the candidate's first contract period:

1. the Individual Tenure Review Committee shall be established;
2. an orientation meeting with the candidate shall be held to discuss the evaluation process and the timelines.
3. the committee shall meet to review all the pertinent areas of the evaluation and evaluation materials;
4. one observation shall be made by each of the committee members, unless additional observations are requested by the candidate;
5. the candidate shall submit Candidate's Self-Assessment (form C);
6. the candidate's sitting academic area leader shall conduct the duties and responsibilities evaluation;
7. the committee shall decide upon an employment recommendation for the candidate, and, if appropriate, shall establish a specific course of action for helping the candidate improve in recognized areas of weakness, and the committee shall complete the Candidate's Improvement Plan (form Q); and

8. the committee shall meet with the candidate to discuss the recommendation, and, if appropriate, to present a course of action for the candidate to improve in recognized areas of weakness, and the committee shall complete the Evaluation and Recommendations form (form B);

#### **11.8.1.1.2 Spring Semester**

The following duties are to be performed during the Spring semester of the candidate's first contract period:

1. the committee shall work with the candidate to fulfill the written course of action for the candidate to improve in recognized areas of weakness, if needed. If improvement is made by the unit member, the committee shall meet to review and modify, if needed, the employment recommendation presented in the Fall semester;
2. the committee shall submit its employment recommendation, along with copies of appropriate substantiating documents, and with a cover letter explaining the recommendation to the Superintendent/President. The recommendation shall be based upon the unanimous opinion of the committee. If there is a difference of opinion among members of the committee, the recommendation of the majority shall be submitted. The committee member in the minority may, if s/he chooses, submit a letter of objection with supporting documentation; and
3. the Superintendent/President shall present the employment recommendation to the Board of Trustees. Based upon the employment recommendation of the Individual Tenure Review Committee, and in accordance with Education Code §87608, the governing board shall elect one of the following options prior to March 15:
  - a. not to enter into a contract for the following academic year;
  - b. to enter into a second contract for the following academic year;



- c. to employ the candidate as a tenured employee for all subsequent academic years.

### **11.8.1.2 Second Contract Period**

The second contract of the probationary period shall be for the second full academic year employed in the new position.

The following procedures shall be undertaken during the candidate's Fall semester of the second academic year:

1. the committee shall meet to review all the pertinent areas of the evaluation and the evaluation materials;
2. one observation shall be made by each of the committee members, unless additional observations are requested by the candidate;
3. the candidate shall submit the Candidate's Self-Assessment (form C);
4. the candidate's sitting academic area leader shall conduct the duties and responsibilities evaluation;
5. the committee shall decide upon an employment recommendation for the candidate, and if appropriate, shall establish a specific course of action for helping the candidate improve in recognized areas of weakness, and the committee shall complete the Candidate's Improvement Plan (form Q);
6. the committee shall meet with the candidate to discuss the recommendation, and, if appropriate, to present a course of action for the candidate to improve in recognized areas of weakness, and shall complete the Evaluation and Recommendations form (form B);
7. the committee shall submit its employment recommendation, along with copies of appropriate substantiating documents, and with a cover letter explaining the recommendation to the Superintendent/President. The recommendation shall be based upon the unanimous opinion of the committee. If there is a difference of opinion among members of the committee, the recommendation of the majority shall be submitted. The committee member in the minority may, if

s/he chooses, submit a letter of objection with supporting documentation;

8. the Superintendent/President shall present the employment recommendation to the Board of Trustees. Based upon the employment recommendation of the Individual Tenure Review Committee, the governing board shall elect one of the following options prior to March 15:
  - a. to employ the candidate as a tenured employee for all subsequent academic years; or
  - b. not to employ the probationary employee as a tenured employee.

## **11.8.2 Three Year Modified Tenure Review**

### **11.8.2.1 First Contract Period**

The first contract period of the probationary period shall be for the first full academic year of employment in the new position.

#### **11.8.2.1.1 First Semester**

The following duties are to be performed during the Fall semester of the candidate's first contract period:

1. the Individual Tenure Review Committee shall be established; and
2. an orientation meeting with the candidate shall be held to discuss the evaluation process and the timelines.
3. the committee shall meet to review all the pertinent areas of the evaluation and evaluation materials;
4. one observation shall be made by each of the committee members, unless additional observations are requested by the candidate;
5. the candidate shall submit Candidate's Self-Assessment (form C);
6. the candidate's sitting academic area leader shall conduct the duties and responsibilities evaluation;

7. the committee shall decide upon an employment recommendation for the candidate, and, if appropriate, shall establish a specific course of action for helping the candidate improve in recognized areas of weakness, and the committee shall complete the Candidate's Improvement Plan (form Q); and
8. the committee shall meet with the candidate to discuss the recommendation, and, if appropriate, to present a course of action for the candidate to improve in recognized areas of weakness, and the committee shall complete the Evaluation and Recommendations form (form B);

#### **11.8.2.1.2 Spring Semester**

The following duties are to be performed during the Spring semester of the candidate's first contract period:

1. the committee shall work with the candidate to fulfill written course of action for the candidate to improve in recognized areas of weakness, if needed. If improvement is made by the unit member, the committee shall meet to review, and modify, if needed, the employment recommendation presented in the Fall semester;
2. and the Superintendent/President shall present the employment recommendation to the Board of Trustees. Based upon the employment recommendation of the Individual Tenure Review Committee, the governing board shall elect one of the following options prior to March 15:
  - a. not to enter into a contract for the following academic year;
  - b. to enter into a second contract for the following two academic years;
  - c. to employ the candidate as a tenured employee for all subsequent academic years.

#### **11.8.2.2 Second Contract Period**

The second contract of the probationary period shall be for the second and third academic years of employment in the new position.

During the candidate's first and second semesters of the second contract,

the Individual Tenure Review Committee shall perform such duties as are called for in the Candidate's Improvement Plan (form Q) if such a program was instituted.

The following duties are to be performed during the candidate's third semester of the second contract period:

1. the committee shall meet to review all the pertinent areas of the evaluation and the evaluation materials;
2. one observation shall be made by each of the committee members, unless additional observations are requested by the candidate;
3. the candidate shall submit the Candidate's Self-Assessment (form C);
4. the candidate's sitting academic area leader shall conduct the duties and responsibilities evaluation;
5. the committee shall decide upon an employment recommendation for the candidate, and if appropriate, shall establish a specific course of action for helping the candidate improve in recognized areas of weakness, and the committee shall complete the Candidate's Improvement Plan (form Q);
6. the committee shall meet with the candidate to discuss the recommendation, and, if appropriate, to present a course of action for the candidate to improve in recognized areas of weakness, and shall complete the Evaluation and Recommendations form (form B);
7. the committee shall submit its employment recommendation, along with copies of appropriate substantiating documents, and with a cover letter explaining the recommendation to the Superintendent/President. The recommendation shall be based upon the unanimous opinion of the committee. If there is a difference of opinion among members of the committee, the recommendation of the majority shall be submitted. The committee member in the minority may, if s/he chooses, submit a letter of objection with supporting documentation; and
8. the Superintendent/President shall present the employment recommendation to the Board of Trustees. Based upon the employment recommendation of the Individual Tenure Review Committee, the governing board shall elect one of the following options prior to March 15:

- a. to employ the candidate as a tenured employee for all subsequent academic years; or
- b. not to employ the probationary employee as a tenured employee.

**11.9 Right to Protest the Decision of the District**

An allegation that the District, in a decision not to reappoint a contract employee or not to grant tenure, made a decision that to a reasonable person was unreasonable, or violated, misinterpreted, or misapplied any of its policies and procedures concerning the evaluation of contract employees shall be classified, and procedurally addressed, as a grievance. However, as per California Education Code §87610.1, the grievance process in such cases shall proceed to independent arbitration utilizing the procedures and timelines outlined in California Education Code §87740.

## **ARTICLE 12            GRIEVANCE PROCEDURES**

### **12.1    Purpose**

The purpose of this procedure is to provide an orderly method of resolving grievances, as promptly as possible, that arise under this Agreement.

### **12.2    Definitions**

A "grievance" is a formal, written allegation by a grievant that he or she has been adversely affected by a violation, misapplication, or misinterpretation of a specific provision of this Agreement.

A "grievant" is (1) a member of the bargaining unit, (2) a group of members, or (3) the Association, any one of which alleges a violation, misapplication, or misinterpretation of this Agreement.

A "workday" is any day during which the administrative offices of the District are open for business, excluding winter and summer sessions.

### **12.3    Rights**

#### **12.3.1            Informal Resolution**

At any time during this procedure, the parties through mutual agreement may meet informally in an attempt to resolve the grievance.

#### **12.3.2            Representation**

At any and all times throughout the grievance process the grievant shall have the right to representation by the Association or by any other representatives of the grievant's choice. A grievant may choose self-representation or representation by the Association. If the grievance is in regards to base salary, the District shall continue to pay the base salary to the unit member throughout the adjudication of the grievance.

#### **12.3.3            Time Limits**

It is mutually agreed that grievances should be processed as rapidly as possible. Time limits shall begin the day following the filing of the grievance. If a grievance is not processed by the grievant in accordance with the time limits set forth herein, the grievance shall be considered settled on the basis of the last decision rendered. Time limits specified herein may be altered by the mutual, written consent of the parties.

#### **12.3.4 Notification**

The Association has the right of notification and participation in all grievances, whether the grievant requests representation by the Association or not, and whether the Association intends to take a stated position with regard to the grievance or not.

When a supervising administrator is notified of the intent by a unit member to resolve a grievable situation at level one, the administrator will contact the Association president and/or grievance officer with information about the grievance and the Association shall be given the opportunity to attend the level one informal meeting.

The Association has the right to participate in all grievance hearings and will be forwarded copies of all documentation generated through the grievance process levels two through four.

#### **12.3.5 Grievant Release Time**

The grievant must be present at all times in conferences held for the purpose of resolving the grievance. Efforts shall be made by all parties to schedule grievance conferences at times that do not conflict with unit members' schedules. However, upon request the grievant and his/her representative(s) shall be granted District Authorized Leave to present his/her grievance during his/her regularly scheduled hours of work without loss of pay if this is the only time mutually available for grievance processes. Association members serving as representatives or participants in a grievance shall also be granted District Authorized Leave upon request.

#### **12.3.6 Grievance Witnesses**

The District shall make available for testimony in connection with the grievance procedure any District employees whose appearance is requested by the grievant. Any employee witnesses required to appear in connection with this article shall be granted District Authorized Leave to present their testimony and shall suffer no loss of pay during the time required for testimony.

#### **12.3.7 Withdrawal of Grievances**

If at any time during the grievance process a grievant desires to withdraw his/her grievance, it shall be withdrawn without regard to the wishes of a representative or anyone else, and without prejudice to either party in the grievance.

#### **12.3.8 Documentation**

Forms for grievance proceedings shall be those attached to this document as Exhibit E.

Decisions rendered in writing shall set forth the decision and the reason(s), and the decision will be transmitted promptly.

Any records pertaining to a grievance shall be kept in a District file separate from the grievant's official personnel file. The grievant may examine his/her file at any off-duty time.

## **12.4 General Provisions**

### **12.4.1 Group Grievance/Policy Grievance**

If the grievance involves employees with different immediate supervisors or involves District-wide policy, practice, or misinterpretation of this agreement, the grievance may be filed at Level Two.

### **12.4.2 Mediation**

Prior to submission of a grievance to advisory arbitration, either party shall be granted, upon request, the opportunity to seek the services of the California Department of Industrial Relations, Mediation/Conciliation Service, for mediation and recommendation, costs of such mediation to be jointly shared by the District and the grievant.

## **12.5 Procedure**

### **12.5.1 Level One-Informal**

Within thirty (30) workdays after the grievant knew or could reasonably have known of the event or condition upon which the alleged grievance is based, the grievant shall meet with the appropriate supervising administrator to attempt to resolve the alleged grievance. There will be no meetings during school recess periods unless mutually agreed upon by the grievant and the District.

### **12.5.2 Level Two-Formal**

If the alleged grievance is not resolved at the informal level, the grievant may within ten (10) workdays of the informal meeting submit a formal, written grievance to the Chief Human Resources Officer.

The written grievance shall set forth in a clear and concise manner the contract provision(s) alleged to have been violated, the circumstances involved, and the specific remedy sought.

Within ten (10) workdays of the filing of the formal, written grievance, the grievant and the Chief Human Resources Officer shall meet in an attempt to resolve the alleged grievance. There will be no meetings during school recess periods unless mutually agreed upon by the grievant and the District.



The Chief Human Resources Officer shall have ten (10) workdays after the formal meeting in which to render a written decision to the grievant.

If the grievance is not resolved at this level, or if the Chief Human Resources Officer has not rendered a decision within the ten (10) workday time limit, the grievant may appeal the decision in writing to the Superintendent/President within ten (10) work days of receipt of the written decision or within ten (10) work days of the expiration of the Level Two time limit if no decision has been rendered.

The written appeal to Level Three shall include a copy of the original alleged grievance, the decision rendered at Level Two, if any, and the reasons for the appeal.

### **12.5.3 Level Three – Superintendent/President**

Within ten (10) workdays of the filing of the appeal to Level Three, the grievant and the Superintendent/President shall meet in an attempt to resolve the alleged grievance. There will be no meetings during school recess periods unless mutually agreed upon by the grievant and the District.

The Superintendent/President shall have ten (10) workdays after this meeting in which to render a decision to the grievant. If the grievance is not resolved at this level, or if the Superintendent/President has not rendered a decision within the ten (10) workday time limit, the Association may request advisory arbitration in writing to the Superintendent/President within ten (10) workdays of receipt of the decision or of the expiration of the Level Three time limit if no decision has been rendered.

Within ten (10) days of such notification, representatives of the District and the Association shall attempt to agree upon a mutually acceptable arbitrator and obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator within the specified period, the Association shall request a list of Arbitrators from the State Mediation & Conciliation Service (SMCS). The selection of the arbitrator and the arbitration proceedings shall be conducted under the Voluntary Labor Arbitration Rules of the American Arbitration Association. The Association and District shall each pay one-half (1/2) of any charges required by the SMCS for services rendered.

The arbitrator's decision shall be in writing and shall set forth the findings of fact, reasoning, and conclusions of the issues submitted. The arbitrator shall be without power or authority to make any decision that requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement. However, it is agreed that the arbitrator is empowered to recommend any award, financial reimbursement or other remedies as she/he judges to be proper. The decision of the arbitrator shall be submitted to the Association and the District and will be advisory only. If any question arises as to the arbitrability of the

grievance, such question will be ruled upon by the arbitrator only after she/he has had an opportunity to hear the merits of the grievance.

All costs for the services of the arbitrator, including but not limited to, per diem expenses, travel and subsistence expenses, and the cost, if any, of a hearing room and court reporter, shall be borne equally by the District and the Association. All other costs, except for released-time for the grievant(s), Association representative(s), and witnesses, shall be borne by the party incurring them.

If the grievance is not resolved at this level, or if the Superintendent/President has not rendered a decision within five (5) workdays after meeting with the grievant and/or after receipt of an arbitrator's advisory decision, the grievant may appeal the decision in writing to the Board of Trustees within ten (10) workdays of receipt of the decision or of the expiration of the Level Three time limit, if no decision has been rendered.

The written appeal to Level Four shall include a copy of the original alleged grievance, all decisions rendered at prior levels, if any, and the reasons for the appeal.

#### **12.5.4 Level Four – Board of Trustees**

After receipt of the appeal, the matter will be set for hearing at the next regularly scheduled Board of Trustees meeting for which it can be properly placed on the agenda. There will be no meetings during school recess periods unless mutually agreed upon by the grievant and the District. At the discretion of the grievant, the hearing on the appeal may be held either in public or in closed session. The grievant and any representatives shall have the opportunity to testify and present evidence and witnesses at the hearing.

Within five (5) workdays of this hearing, the Board of Trustees will deliver to the grievant its written decision in regard to the grievance. The decision of the Board shall be final.

## **ARTICLE 13            PROFESSIONAL RESPONSIBILITIES AND DISCIPLINE**

### **13.1    Professional Responsibilities**

The District and the Association agree that bargaining unit members are professional faculty employees and as such they complete their work assignments with a significant amount of autonomy and freedom, and with minimal supervision, Further, unit members are expected to complete their work assignments in a way that meets or exceeds the highest standards of their professions, disciplines and affiliated professional associations.

Unit members are expected to meet their position requirements as defined in Articles 10 and 11 of this agreement, by their original hiring position description, by the stated job description for their position in existing District policies and procedures manuals, and as defined by the member's individual tenure or employment review documentation. Unit members are expected to comply with all the rules and regulations, policies and procedures established by the District that are relevant to their work assignments. Unit members are expected to comply with all applicable provisions of this contract, and with all applicable provisions of federal, state, and local law and of the California Education Code that govern faculty responsibilities and employer/employee relations.

The District agrees to establish rules, regulations, policies, and procedures related to unit members' working conditions and work assignments that are clear and comprehensible, appropriately utilizing the existing shared governance and representational bodies and processes in this establishment. The District agrees to make available to all unit members clear and precise documentation to support the District's expectations for unit members in their work assignments. The District is expected to comply with all applicable provisions of this contract, and with all applicable provisions of federal, state, and local law and of the California Education Code that govern District responsibilities to faculty and employer/employee relations.

### **13.2    Discipline**

#### **13.2.1            General**

The District and the Association agree that the main purpose of disciplinary action is to correct or modify the behaviors of unit members that are deemed to be unprofessional or unsatisfactory. Punitive measures are to be undertaken only when less coercive means of discipline have failed to affect the conduct of the unit member.

As per California Education Code §87732, no regular employee or academic employee shall be dismissed except for one or more of the following causes:

1. Immoral or unprofessional conduct.
2. Dishonesty.
3. Unsatisfactory performance.
4. Evident unfitness for service.
5. Physical or mental condition that makes him or her unfit to instruct or associate with students.
6. Persistent violation of, or refusal to obey, the school laws of the state or reasonable regulations prescribed for the government of the community colleges by the board of governors or by the governing board of the community college district employing him or her.
7. Conviction of a felony or of any crime involving moral turpitude.
8. Conduct specified in Section 1028 of the Government Code.

At any level during a disciplinary action, the unit member may request that a representative of the Association be present. The presence of the Association representative should not be inferred to be approval or disapproval of the actions of the unit member or of the District, but rather as to ensure that the proper disciplinary procedures are being followed and the contract rights of the unit member during the disciplinary actions are being preserved.

At any level during a disciplinary action, the unit member may choose to employ legal counsel on his/her behalf, at his/her own cost. If the unit member is a member in good standing of the Association, then the unit member will have such legal assistance, if any, as is applicable through the terms and conditions of his/her membership in IVC CCA/CTA/NEA and its state and national affiliates. The unit member is directed to contact the Association President for referral to the appropriate information resources to determine the availability of legal assistance.

### **13.2.2 Informal Discipline**

Department Chairs, academic area leaders or other faculty unit members who have assumed supervisory functions over their divisions, departments and work areas, remain faculty members, and as such do not have disciplinary authority over other unit members.

Reports of unprofessional conduct should be made to the Area Dean. The Area Dean (or administrative designee) shall investigate the complaint, and if the complaint is found to have merit, the Area Dean shall meet with the unit member

to counsel him/her on proper behavior as a first, informal step in correcting the behavior. If a claim is determined to have no merit, no permanent record will be maintained by the District in the unit member's official personnel file.

If the Area Dean has done such counseling and sees no improvement in the offending unit member's behavior; or if the offending unit member repeatedly displays the same or similar unprofessional behaviors; or if the behavior being displayed is of such a serious nature as to warrant immediate action as defined under the California Education Code §87732 described above, the Area Dean should promptly contact the Vice President for Academic Services or the Vice President for Student Services as appropriate, to begin disciplinary actions. The Association shall receive notice of all disciplinary actions upon the unit member's approval.

### **13.2.3 Formal Disciplinary Procedure**

When the Vice President for Academic Services or the Vice President for Student Services becomes aware of a unit member's conduct, and deems that such conduct is unprofessional or unacceptable, whether such knowledge comes through direct personal observation or through complainant report, the Vice President may initiate a disciplinary action against the unit member, utilizing the following procedure.

#### **13.2.3.1 Level One – Verbal Warning**

The Vice President for Academic Services or the Vice President for Student Services, as appropriate will meet in person with the unit member. In this meeting, the Vice President will explain to the unit member the conduct or behavior that is deemed by the district to be unprofessional or unsatisfactory. The unit member will be informed of what actions s/he must take to correct the unprofessional or unsatisfactory behavior, and the time period in which such correction should occur. The time period should be reasonable as to allow for a true display of the unit member's behavior, but should be for a period of not less than ninety (90) days.

The Vice President will document that such a meeting took place, the nature of the conversation, including a summary of the unit members' defenses, if any, and the plan of correction. This document shall remain in the possession of the Vice President and shall not be made part of the unit member's personnel file at this time. If there was a complainant who originally brought the situation to the attention of the Vice President, the Vice President shall notify said complainant that such a conversation has taken place, though not of the details of the conversation.

After the expiration of the time period for correction, the Vice President will ascertain if the unit member has corrected the unsatisfactory behavior. If

so, the Vice President shall meet with the unit member to inform him/her of the satisfactory correction, and shall make a note of this correction and attach it to the original report. The history, summary, plan of correction and report shall be in the unit member's personnel file in the Human Resources office. These documents shall remain in said file for a period of two full academic years.

**13.2.3.2 Level Two – Written Notice of Unprofessional Conduct or Unsatisfactory Performance**

If the unit member has failed to correct, within the agreed upon time period, the unprofessional conduct that had led to a Level One disciplinary action; or if the unit member, within two years of the initial occurrence, repeats a behavior that had previously resulted in a Level One disciplinary action, the Vice President for Academic Services or the Vice President for Student Services, as appropriate, shall issue a Written Notice of Unprofessional Conduct or Unsatisfactory Performance.

The Written Notice shall document the exact nature of the unprofessional or unsatisfactory conduct, including details of specific incidents that are being judged as unsatisfactory. The Written Notice shall document the previous Verbal Warning and the outcome of the Level One disciplinary action. The Written Notice will list the exact correction expected, the time period in which this correction is to take place, and the further discipline that will occur if the correction does not take place. The time period for correction must be at least ninety (90) days (Ed. Code §87734).

The Written Notice will be hand delivered to the unit member by the Vice President, or alternatively sent by certified mail to the address the District has on file for the unit member. A copy of the Written Notice will be placed in the unit member's personnel file in the Human Resources office.

The unit member may respond to the Written Notice as follows:

1. the unit member may work to correct the behavior as required in the notice without objection;
2. the unit member may work to correct the behavior as required in the notice but with objections. The unit member must object to the Written Notice in writing, asking such objection to be attached to the Written Notice and placed within the member's personnel file;
3. the unit member may refuse to change the behavior and proceed to Level Three. The unit member must file such refusal in writing. Such refusal will be attached to the

Written Notice and placed within the member's personnel file.

### **13.2.3.3 Level Three – Suspension with or without Pay**

If the unit member has failed to correct, within the specified time period but within a period of not less than ninety (90) days, the unprofessional conduct that had led to a Level Two disciplinary action, the Superintendent/President, upon the direction of the Board of Trustees of the District, shall issue a Notice of Intent to Suspend with/without Pay.

The District may elect to suspend a unit member for a period of up to one (1) year for unprofessional conduct or unsatisfactory performance that the unit member has failed to correct in spite of verbal and written notices to do so. The period of suspension should be proportional to the severity of the act(s) of misconduct (Ed. Code §87768 and §87672).

The District must issue the Notice of Intent to Suspend with/without Pay in writing and deliver it to the unit member by registered mail to the address on file with the District. The notice must detail the specific act(s) of misconduct, the attempts made by the District to correct the behavior of the unit member, the length of time of the proposed suspension, and when the suspension is scheduled to commence. The Notice shall also include the specific remedies that must be made to correct the misconduct upon the unit member's return to work and the time limit in which such remedies must occur. The Notice of Intent to Suspend with/without Pay shall be made a part of the unit member's personnel file (Ed. Code §87672).

In response to the Notice of Intent to Suspend with/without Pay, the unit member may do the following:

1. accept the suspension without objections;
2. accept the suspension with objections. The unit member must object to the Written Notice in writing to the Superintendent/President, asking such objection to be attached to the Written Notice and placed within the member's personnel file;
3. protest the suspension. To protest the suspension, the unit member must, within thirty (30) calendar days of receipt of the Notice, request in writing to the Superintendent/President a hearing to determine if the suspension shall stand. The suspension without pay cannot commence prior to this hearing (Ed. Code §87673).

Within thirty (30) days of the receipt by the District of the employee's demand for a hearing, the employee and the governing board shall agree upon an arbitrator to hear the matter. When there is agreement as to the arbitrator, the employee and the governing board shall enter into the records of the governing board written confirmation of the agreement signed by the employee and an authorized representative of the governing board. Upon entry of such confirmation, the arbitrator shall assume complete and sole jurisdiction over the matter (Ed. Code §87674).

The district alone shall pay the arbitrator's fees and expenses and the costs of the proceedings as determined by the arbitrator. The "cost of proceedings" does not include any expenses paid by the employee for his or her counsel, witnesses, or the preparation or presentation of evidence on his or her behalf (Ed. Code §87677).

#### **13.2.3.4 Level Four – Termination**

##### **13.2.3.4.1 Immediate Termination**

Upon the filing of written charges, duly signed and verified by the person filing them with the governing board of the District, or upon a written statement of charges formulated by the governing board, charging a permanent employee of the District with immoral conduct, conviction of a felony or of any crime involving moral turpitude, with incompetence due to mental disability, or with willful refusal to perform regular assignments without reasonable cause, as prescribed by reasonable rules and regulations of the employing district, the governing board may, if it deems such action necessary, immediately suspend the employee from his or her duties and give notice to him or her of his or her suspension, and that thirty (30) days after service of the notice he or she will be dismissed, unless he or she demands a hearing (Ed. Code §87735). A copy of the notice of immediate termination shall be provided to the Association immediately after it is delivered to the unit member.

##### **13.2.3.4.2 Procedural Termination**

If the unit member has failed to correct, within the time period specified in the Notice of Intent to Suspend, the unprofessional conduct that had led to a Level Three disciplinary action, the Superintendent/President, upon the direction of the Board of Trustees of the District, shall issue a Notice of Intent to Terminate Employment with the District.

The District must issue the Notice of Intent to Terminate



Employment with the District in writing and deliver it to the unit member by registered mail to the address on file with the District. The notice must detail the specific act(s) of misconduct, the attempts made by the District to correct the behavior of the unit member, and when the termination will occur. The Notice of Intent to Terminate Employment with the District shall be made a part of the unit member's personnel file (Ed. Code §87672). A copy of the termination notice shall be provided to the Association immediately after it is delivered to the unit member.

In response to the Notice of Intent to Terminate Employment with the District, the unit member may do the following:

1. accept the termination without objections;
2. accept the termination with objections. The unit member must object to the Notice in writing to the Superintendent/President, asking such objection to be attached to the Notice and placed within the member's personnel file;
3. protest the termination. To protest the termination, the unit member must, within thirty (30) calendar days of receipt of the Notice, request in writing to the Superintendent/President a hearing to determine if the termination shall stand. The termination cannot occur prior to this hearing (Ed. Code §87673).

Within thirty (30) days of the receipt by the District of the employee's demand for a hearing, the employee and the governing board shall agree upon an arbitrator to hear the matter. When there is agreement as to the arbitrator, the employee and the governing board shall enter into the records of the governing board written confirmation of the agreement signed by the employee and an authorized representative of the governing board. Upon entry of such confirmation, the arbitrator shall assume complete and sole jurisdiction over the matter (Ed. Code §87674).

The district alone shall pay the arbitrator's fees and expenses and the costs of the proceedings as determined by the arbitrator. The "cost of proceedings" does not include any expenses paid by the employee for his or her counsel, witnesses, or the preparation or presentation of evidence on his or her behalf (Ed. Code §87677).

**13.2.3.5 Alternative to Arbitrator**

In either a Level 3 or Level 4 disciplinary proceeding, if a hearing has been requested by the unit member, and an arbitrator has not been agreed upon by the District and the unit member within thirty (30) days, the procedures outlined in California Education Code §87678 – §87683 regarding adjudication by an Administrative Law Judge shall prevail.

## **ARTICLE 14            CONTRACT YEAR, CALENDAR AND PAY WARRANTS**

### **14.1    Contract Year**

The contract year for all teaching faculty bargaining unit members not designated as Department Chairs shall commence on the first day of the Fall semester, designated Orientation Day, and shall go on hiatus following the last instructional day of the Fall semester, shall recommence on the first instructional day of the Spring semester and shall end on the last day of the Spring semester, designated Graduation Day. The hiatus between the fall and spring semesters shall not constitute a break in service. All such members shall be designated as being on a 177-day contract.

The contract year for all teaching faculty bargaining unit members who are listed in Article 15.3.3 shall commence on the first day of the fiscal year, July 1 and end on the last day of the fiscal year, June 30. All such members shall be designated as being on a 194-Day contract.

Unit members who are on a 194 Day contract must work a minimum of one (1) day per calendar month. The contract year for all non-teaching faculty bargaining unit members, including but not limited to all librarians and district and categorically funded counselors, shall commence on the first day of the fiscal year, July 1 and end on the last day of the fiscal year, June 30. All such members shall be designated as being on a 194-Day contract.

### **14.2    Pay Warrants**

#### **14.2.1            Contract Pay Warrants**

All unit members on 177-Day contracts shall receive a contract pay warrant for 1/11<sup>th</sup> of their contract amount on the last working day of each month.

All unit members on 194-Day contracts shall receive a contract pay warrant for 1/12<sup>th</sup> of their contract amount on the last working day of each month of the year.

#### **14.2.2            Overload and Stipend Pay Warrants**

All unit members shall be paid for their overload teaching assignments and/or stipends in five (5) payments during each semester in which they perform overload/stipend hours. The first payment shall reflect the hours worked between the beginning of the semester and the end of the month in which the semester began. The overload/stipend balance shall be paid in equal payments over the remaining four (4) months, determined by subtracting the first month payment and then computing the remainder overload/stipend compensation as defined by the formula described in Article 17.5 and 17.13 of this agreement and dividing by four (4).

Overload and stipends will be included in the contract pay warrant issued the last working day of the month, with the exception of the first month of each semester. Pay warrants for overload and stipends performed during the first month of a semester will be paid on the 10<sup>th</sup> of the following month, or on the last working day preceding the 10<sup>th</sup> should the 10<sup>th</sup> fall on a weekend or holiday.

#### **14.2.3 Winter Intersession Pay Warrants**

All unit members teaching classes during the winter intersession will be paid for this service in two unequal payments. The first pay warrant, issued on the last working day of January, will be for the number of days of winter intersession taught in January. The second pay warrant, issued on the last working day of February, will be for the number of days of winter intersession taught in February.

#### **14.2.4 Summer Session Pay Warrants**

All unit members teaching classes during the summer session will be paid for this service in two unequal payments. The first pay warrant, issued on the last working day of June, will be for the number of days of summer session taught in June. The second pay warrant, issued on the last working day of July, will be for the number of days of summer session taught in July.

### **14.3 Calendar**

The Association has the right of conferral with the District on the matter of the academic year calendar. It is expected that representatives of the Association, of the Academic Senate, and of the District shall meet and confer prior to determining the academic year calendar at least two years in advance.

The calendar in use for the District shall be the plan known as a sixteen (16) week compressed calendar, which shall consist of a sixteen (16) week fall semester commencing in August, and a sixteen (16) week spring semester commencing in January/February depending on whether there is a winter session. In the event the District needs to make changes to the calendar of summer or other sessions, the District will meet and negotiate with the Association not less than ninety (90) days prior to the start of such session.

The District and the Association agree that they will incorporate the official holidays established by the State of California when developing the calendar. They further agree that the calendar shall include a winter recess when the campus is designated to be closed for a period not less than December 24 through January 1 and a spring break of one week immediately following Easter.

Calendars for the academic years covered by this contract are incorporated in Exhibit C.

**ARTICLE 15            WORKLOAD****15.1    Primary Workload Function**

The workload for members of the bargaining unit shall include the primary functions of teaching, counseling, or serving as a librarian. In addition, the workload may include, but not be limited to, a reasonable amount of the following professional responsibilities: preparation for classroom activities; evaluating student performance including test and/or paper correcting and grading; developing, assessing, and evaluating student learning outcomes and service area outcomes, holding office hours published on office door and course syllabus; serving on college standing, planning, and/or advisory committees; developing new courses or programs; maintenance and revision of existing course outlines and materials, participating in college, departmental, or division meetings; participating in program review, accreditation and any assessment and planning activities required for the successful continuing operation of the college; sponsoring student clubs and activities; helping to plan and approve students' programs; and the timely and accurate submission of all required college registration documentation and final grades; and/or other approved activities/committees.

**15.2    Normal Work Load – Non-Teaching Faculty****15.2.1    Non-Teaching Faculty (35 Hours/Week)**

The normal workload for all non-teaching faculty (35 Hours/Week), including but not limited to counselors and librarians, shall be one hundred and ninety-four (194) service days per fiscal year, where each service day consists of seven (7) hours, exclusive of overload teaching assignments or extra duty contracts.

Since it is to the benefit of students to have access to the services provided by non-teaching faculty throughout the year, non-teaching faculty members will stagger their service and non-service days throughout the year with the approval of the appropriate Vice President, using the following procedure.

At the start of each fiscal year, the Vice President for Student Services or the Vice President for Academic Services, or designee, as appropriate, shall create a master schedule of all the possible service days in the upcoming fiscal year. Each non-teaching unit member will then indicate which days in each month they intend to work, and which days they will designate as non-service days, with the total number of service days scheduled equal to one hundred ninety-four (194). It is understood that the unit member must schedule at least one service day in each calendar month of the year. The appropriate Vice President will then approve the duty schedule for each unit member, or work collegially with the unit member to adjust the schedule should there be a problem. If during the

course of the year the unit member finds that due to changing work requirements s/he needs to change her/his designated service days, s/he shall make such a request in writing to the appropriate Vice President as early as possible, but no less than one week prior to the change.

In the event that a unit member covered by this section is terminated, that individual will be provided rehire rights as specified in the California Education Code Sections 87744, 87745, 87746, whichever is applicable.

### **15.2.2 Non-Teaching Faculty (40 Hours/Week)**

The normal workload for all non-teaching faculty (40 Hours/week) shall be one hundred and ninety-four (194) service days per fiscal year, where each service day consists of eight (8) hours, exclusive of overload teaching assignments or extra duty contracts.

Since it is to the benefit of students to have access to the services provided by non-teaching faculty throughout the year, non-teaching faculty members will stagger their service and non-service days throughout the year with the approval of the appropriate Vice President, using the following procedure.

At the start of each fiscal year, the Vice President for Student Services or the Vice President for Academic Services, or designee, as appropriate, shall create a master schedule of all the possible service days in the upcoming fiscal year. Each non-teaching unit member will then indicate which days in each month they intend to work, and which days they will designate as non-service days, with the total number of service days scheduled equal to one hundred ninety-four (194). It is understood that the unit member must schedule at least one service day in each calendar month of the year. The appropriate Vice President will then approve the duty schedule for each unit member, or work collegially with the unit member to adjust the schedule should there be a problem. If during the course of the year the unit member finds that due to changing work requirements s/he needs to change her/his designated service days, s/he shall make such a request in writing to the appropriate Vice President as early as possible, but no less than one week prior to the change.

In the event that a unit member covered by this section is terminated, that individual will be provided rehire rights as specified in the California Education Code Sections 87744, 87745, 87746, whichever is applicable.

## **15.3 Normal Work Load – Teaching Faculty**

### **15.3.1 Contract Load**

The normal contract load of a teaching faculty member shall be fifteen (15) lecture units, or the equivalent, per semester. Normal contract load and overload, if applicable, shall be spread over no less than a four (4) day per week schedule, except for teaching faculty who have reassigned time positions or teach online classes.

All schedules must meet the educational needs of the students of Imperial Valley College, and are subject to the approval of the Vice President for Academic Services. The District and unit members agree that they shall work collegially, using policies and procedures established within their departments/disciplines and divisions, to establish schedules which best meet the needs of the District, the students, and the unit members and in accordance with the provisions of section 15.8 below.

Teaching faculty members are expected to complete the allied professional duties as expressed in article 15.1 during the times when they are not teaching. As professional employees the expectation is that these duties will be completed in a timely manner using the amount of time required for their successful completion rather than by following a strict hourly work schedule, and at times and locations necessary for or conducive to the duties' successful completion.

During the Fall and Spring semesters of the academic year, allied professional duties may be completed at any time during the calendar week without expectation of additional compensation, with the exception that no faculty member shall be required by the District to work more than five days in any given calendar week without additional compensation for a required sixth workday. This does not preclude any faculty member from voluntarily participating in activities, or working independently on allied professional duties, during the sixth or seventh day of the calendar week with no expectation of additional compensation.

### **15.3.2      Calculation of Load**

For the purposes of contract load one (1) laboratory hour shall be converted to a lecture hour by using the factor .75.

If a unit member's load consists of all lecture hours, then the number of hours in excess of fifteen (15) shall be designated as overload hours.

If a unit member's load consists of a combination of lecture and laboratory hours and the number of lecture hours is equal to or greater than fifteen (15), then the lecture and laboratory hours in excess of fifteen (15) shall be added together and shall be designated as overload hours.

To determine contract load and overload when a unit member's schedule contains both lecture and laboratory hours and the number of lecture hours is less than fifteen (15) and therefore some of the laboratory hours must be used as load, the following formula will be used:

$$(\# \text{ lecture hours assigned}) + [.75 \times (\# \text{ laboratory hours assigned})] = (\text{load})$$

If (load) is greater than 15 then:

$$(\text{load}) - 15 = (\text{overload lab hours})$$

$$(\text{overload lab hours}) \times 1.33 = (\text{overload hours})$$

### **15.3.3 Contract Load for 194-Day Teaching Faculty**

Teaching faculty who are designated as Department Chairs, E.M.S. Coordinator, POST Coordinator, and Athletic Director are 194-day unit members, and as such are expected to perform their duties throughout the fiscal year, excepting those days designated as holidays and off-duty days. Teaching faculty holding these positions are to arrange his/her contract service days at the start of each fiscal year through mutual agreement with the Vice President for Academic Services, or designee.

194-day teaching faculty are expected to complete their additional duties as listed in the approved job description during the times when they are not teaching during the regular semester. As professional employees the expectation is that these duties will be completed in a timely manner using the amount of time required for their successful completion rather than by following a strict hourly work schedule, and will be completed at times and locations necessary for or conducive to the duties' successful completion, which may include working a five-day week. During the regular semester, 194-day teaching faculty should be on campus at least four (4) days a week to be available for students, faculty, staff, and administrators and may have to be on campus on Fridays as required to fulfill the chair duties.

In addition, the 194-Day teaching faculty are required to designate seventeen (17) days of six (6) hours per day in each fiscal year as additional service days. These additional service days may not fall during the fall and spring semesters designated above as required service days and should include a minimum of three (3) days the week before and three (3) days the week after the fall and spring semesters. A department chair teaching in Summer/Winter, must send a memorandum to the Vice President for Academic Services, designating the partial days in increments of a minimum of 2 hours for department chair duties. It is understood that the 194-Day teaching faculty must schedule at least one full service day in each calendar month of the year.

Once the required service days and the additional service days have been scheduled, the remainder of the days during the fiscal year may be designated as off-duty days. These days must be scheduled outside of the required fall and spring semester service days and outside of any winter or summer session during which the member is being paid for teaching duties. During designated



off-duty days the 194-Day teaching faculty are not expected to be available to the District or to render any duties.

If during the course of the year the unit member finds that due to changing work requirements s/he needs to change her/his designated service days, s/he shall make such a request in writing to the Vice President for Academic Services, or designee, as early as possible, but no later than one week prior to the change.

#### **15.4 Office Hours**

Members of the unit who are teaching faculty are required to establish four (4) hours per week, where each hour consists of sixty (60) minutes, that shall be set aside as scheduled, maintained, office hours at which times the instructor is available to students for consultation. The office hours shall be established over no less than four (4) days per week during the fall and spring semesters and for no less than 30 minutes.

The unit member should establish office hours no later than the start of the second week of instruction during the fall and spring semesters. A copy of the teaching faculty member's schedule, including course times and locations and office hours should be posted on or near his/her office door and electronically. In addition, a copy of the schedule should be forwarded to the appropriate Dean or Department Chairperson, and to the office of the Vice President for Academic Services.

In the event it is necessary to make long-term or permanent changes in scheduled office hours at any time during the semester, the instructor shall make corrections on the posted schedule and notify in writing the appropriate Department Chairperson, Dean and the Vice President for Academic Services. The instructor shall post temporary changes of short duration on the posted schedule, and the division secretary shall be notified.

#### **15.5 Committee Assignments**

All unit members as part of contract requirements are required to serve on one (1) recognized campus committee or as the advisor to a recognized, active student club or organization, and/or other approved activities/committees, during each academic year. Unit members may choose to serve on more than one campus committee or student club in any given semester. Such voluntary additional service does not constitute any type of overload or extra duty assignment. Service on hiring committees or on non-standing committees shall fulfill this requirement for unit members.

Unit members who are vocational instructors are expected to serve on their department's Advisory Committee, if one exists, as their committee assignment to fulfill their contractual requirement.

The unit member may request to participate on any of the committees for which s/he has an interest, though some committees require formal appointment while some are elected. Interested unit members should inquire well in advance of the start of the new

academic year if they wish to participate in an elected or appointed committee to determine the requirements.

The Office of the Superintendent/President will provide to unit members the list of recognized committees and clubs with current membership at the beginning of each academic year, or more frequently if necessary. The President of the Academic Senate will verify committee assignments, and the Academic Senate will confirm such assignments at the beginning of each academic year. Unit members may change their committee assignments at the beginning of each academic semester, or when elected to an elected committee, or when joining a newly formed committee or club.

Participation as a member of the Executive Board of the Association or as an Association Negotiator is also recognized as fulfilling the committee requirement of the contract.

### **15.6 Final Grades**

Unit members are required to submit final grades and all accompanying documentation for each semester and session in a timely and accurate manner following procedures established by the Vice President for Academic Services. Unit members must submit all grades by 5:00 p.m. on the fourth workday, excluding weekends and holidays, following the last day of the semester, short-term class, or session, unless the member has been granted an extension by the Vice President for Academic Services or the grade submission deadline is extended by the Vice President for Academic Services.

### **15.7 Course Preparations**

Normally, a full-time teaching load consists of no more than three (3) different course preparations. However, if the objective cannot be attained, the instructor either may agree to take more than three (3) preparations or agree to take a reduced teaching load at a partial contract.

### **15.8 Time of Assignment**

Teaching faculty unit members may be assigned a teaching schedule that includes courses that meet at any time between 7:00 a.m. and 10:00 p.m. Monday through Saturdays, on days when classes are regularly in session, with the following restrictions:

1. No unit member may be assigned a work schedule that extends for less than four (4) days or more than five (5) days per week.
2. No unit member may be assigned a work schedule that splits the workweek; but must be assigned a schedule that includes two consecutive days off, except at the initiation of the unit member.

3. No unit member may be assigned a schedule that the duration between the start time of the first class of the day, and the ending time of the last class of the day, is greater than ten (10) hours, except at the initiation of the unit member.
4. No unit member may be assigned a schedule where the ending time of the last class of the day and the start time of the first class of the next consecutive workday is less than twelve (12) hours, except at the initiation of the unit member.
5. No unit member shall be required to teach on Saturday for more than two semesters within any three (3) year period, except at the initiation of the unit member.
6. No unit member may be required to teach a course they haven't taught in the last three (3) years without at least one semester to prepare for the course, except at the initiation of the unit member.

Evening or Saturday classes that make up a part of the instructor's contract load are not in and of themselves considered overload.

Should a teaching faculty member have a course that is cancelled for lack of enrollment or other reasons beyond the unit member's control, and such cancellation reduces the unit member's teaching units below contract load, in order to meet contract load the unit member is expected to replace a part-time instructor in a course, immediately upon the cancellation of the unit member's course. The District and unit member shall work collegially to establish schedules which best meet the needs of the students, unit members, and the District. If the unit member and the District are unable to agree on a replacement course section within two (2) workdays of the original course cancellation, the District shall have the discretion to determine which course section the unit member will bump into as long as the course assigned conforms to Articles 15.7 and 15.8 restrictions. If there are no part-time instructors assigned to teach courses that the unit member is qualified to teach, in order to make contract load the unit member is expected to replace another unit member from an overload section. If the unit member elects not to replace a part-time instructor or overload section, the unit member will be compensated on a pro-rated basis for that semester. If the District elects not to allow such bumping to occur, there will be no reduction of pay for the unit member.

Should a teaching faculty unit member have a course cancelled before or after classes start for reasons beyond the unit member's control, which leaves the unit member with a teaching schedule that extends for less than four days, there shall be no penalty to the unit member and the less than four (4) day teaching schedule will be allowed for that semester.

### **15.8.1 Schedule Changes**

The parties acknowledge that current planning practices require that class offerings be determined a year or more in advance of the targeted semester/session. In order to permit some assignment flexibility for unit members, the District shall allow unit members to change their load schedule up to twelve (12) weeks prior to the beginning of fall or spring semester, and winter or summer sessions respectively to make a change to their selected load schedule that might include the bumping of a part time instructor assigned class.

If the District initiates a change in a unit member's load teaching schedule any time up to the beginning of fall or spring semester, the unit member may be allowed to select a part-time instructor's assigned class if necessary to replace the lost class and/or adjust their load teaching schedule to avoid an extreme change to the original schedule or to meet the class assignment restrictions in Article 15.8.

If the District adds new classes to the schedule after the initial class selection process was completed, or classes become available because of instructor cancellations, any new classes will be offered first to the full time faculty in the discipline in seniority order, then to any unit members with a faculty service area in the discipline, and then to part time instructors or new instructors.

### **15.9 Location of Assignment**

Unit members may be assigned work hours or courses at the main campus or at any of the extended or off-campus sites as part of contract load, with the following restrictions:

1. If an off-campus site is to be the primary work location, accounting for greater than 50% of the unit member's load, this must be clearly identified in the original job description, advertisement, and original notice of employment; otherwise the primary work location will be assumed to be the main campus site. If the primary work location should change due to changing District needs during the tenure of a unit member's employment, then the policies and procedures governing transfer and reassignment described in Article 8 of this agreement apply.
2. If a unit member is assigned two consecutive courses on the same day at different sites, the courses must be scheduled with a passing period that is at least equal to twice the average travel time, or one (1) hour, whichever is greater. Insufficient passing time between dual site assignments is considered an unsafe working condition.
3. If a unit member is assigned two or more consecutive courses on the same day at two or more different sites with less than three hours between the courses, s/he is entitled to reimbursement for travel expenses for the mileage between campus sites, charged at the shortest distance between

the sites. No mileage expenses are allowed for travel from the unit member's home to a campus work site, regardless of the distance.

4. No assignment shall be made that includes service at more than two different campus sites in one day, or at two different campus sites if the assignment requires more than one trip between sites in a single day.

The District will, at all times, attempt to work collegially with unit members in scheduling work hours or courses away from the unit member's primary work location. No unit member will be forced to work with a schedule that is split between locations, unless all attempts to locate volunteers or part-time instructors have failed, or when that is the only way to provide the unit member with a full contract load, or when such assignment was an original condition of employment for the unit member's position.

### **15.10      Short Term Courses**

To fulfill contract requirements, teaching faculty will be assigned classes that meet throughout the entire fall and spring semesters. Short term courses which meet for less than the entire semester may make up all or a portion of the contract load provided that such courses are scheduled in such a way that the unit member meets classes for the entire semester.

### **15.11      Distance Education**

Unit members may teach online courses as part of their normal contract load. In order to teach online courses, the instructor must complete three online courses in instructional technology as prescribed by Imperial Valley College. Distance Education courses shall be paid in exactly the same fashion as traditionally delivered courses. Unit members shall have priority over part-time instructors to develop all new online courses.

No more than 67% of contract load (three (3) courses or ten (10) units whichever is lesser) may be taught as distance education, or online, in any given fall or spring semester. Any additional distance education courses that the unit member is approved to teach beyond three (3) courses or ten (10) units may be taught as overload. The remainder of the unit member's contract load should be made up of traditionally delivered courses.

Unit members who are teaching distance education or online courses during the fall or spring semesters may hold office hours online in proportion to the number of online classes that they teach. During online office hours, the faculty member is expected to be logged on to the computer and immediately available to respond to students through email, a discussion board, chat board, or other online means of communication, as appropriate. Online office hours must be scheduled and posted at a regular day and time each week just like a traditional office hour, though the unit member may choose to physically hold online hours off-campus as long as s/he has full computer access at the off-campus location. Scheduling of online office hours shall comply with the provisions of Article 15.4 of this agreement.

During the winter or summer session, a unit member may teach all or part of his/her assignment online and in accordance with the load restrictions described in section 15.13. The instructor shall be paid for such courses in exactly the same fashion as for traditionally delivered courses.

For all unit members teaching online courses, the District shall ensure that the necessary technology and equipment is identified and in place, that the District shall provide appropriate training for faculty members, and that the District shall ensure that faculty members have access to technical support personnel. If the District changes to a new course management system for delivery of online courses, the District will provide training to faculty members teaching or interested in teaching online courses. The Association will have the right to consult with the District on the training to be provided and the transition time needed for implementation of any new course management system.

### **15.12        Overload**

Teaching faculty unit members may choose to teach additional credit courses during the fall and spring semesters beyond the contract load of fifteen (15) units as overload. Non-teaching faculty unit members who are also qualified as classroom instructors may choose to teach at times outside of their regular contract hours as overload.

Unit members are entitled to first choice before all part-time instructors for overload assignments up to two (2) classes or six (6) lecture units or the equivalent, whichever is greater. The parties acknowledge that current planning practices require that class offerings be determined a year in advance of the targeted semester/session. In order to permit some assignment flexibility for unit members, the District shall allow unit members to select overload class(es) up to twelve (12) weeks prior to the beginning of the fall or spring semester, and winter or summer sessions respectively in order to obtain or increase the unit member's overload assignment. The Vice President for Academic Services and/or Dean should offer any un-staffed sections as additional overload sections first to unit members in seniority order, and then to any unit members with a faculty service area in the discipline, and then to part-time instructors. The maximum number of overload lecture units or the equivalent that a unit member can teach in one academic semester is nine (9), unless the Vice President of Academic Services expressly approves exceeding this limit.

### **15.13        Winter Intersession and Summer Session**

Unit members are entitled to first choice before all part-time instructors for all teaching assignments during winter intersession and summer session.

Unit members may request to be assigned a maximum of four (4) courses or fifteen (15) units, whichever is lesser, during each summer session or winter intersession, except in cases of extreme District need for a larger assignment. However, no unit member may be assigned more than two (2) courses, or six (6) units, whichever is lesser, if such assignment would deprive another unit member of the ability to teach during a session in which s/he has expressed an interest.

Assignments during the winter and summer sessions consist only of teaching duties. Unit members are not required to hold office hours, or attend to other campus business during these sessions.

#### **15.14        Non-credit Instruction**

During the fall and spring semesters, unit members may elect to teach non-credit courses as overload assignments. Non-credit courses cannot be counted towards contract load. Non-credit courses taught as overload are subject to the same load restrictions and assignment regulations as described above for credit overload. The unit member's overload assignment, if it contains a combination of credit and non-credit courses, cannot exceed fifteen (15) lecture units, once the non-credit courses have been converted to equivalent lecture units, in any given semester.

During the winter intersession and summer session, unit members may teach non-credit courses as all or part of their session assignment. Non-credit courses taught during the winter or summer sessions are subject to the same load restrictions and assignment regulations as described above for credit assignments.

#### **15.15        Default Course Assignment Procedure**

It is not the intent of this section to change the procedure for assignment of courses where the department or discipline has established procedures that meet the needs of the majority of the faculty members, the District and the students of Imperial Valley College. Further, it is recognized that in all cases the Vice President for Academic Services has the right of assignment during any semester or session in accordance with the sections enumerated above. Finally, the Association recognizes that the best practice in scheduling assignments is one that is reached through the collegial participation of all affected unit members and District administrative representatives. However, the following scheduling procedure shall prevail in cases where all efforts to reach consensus among unit members in the department or discipline have failed.

For each fall and spring semester and for the winter intersession and the summer session, the Deans and Department Chairpersons, under the direction of the Vice President for Academic Services and with consultation from Student Services, shall develop the list of projected course offerings, including dates, times, locations, and patterns, in each subject area that best fit the needs of the students.

Department Chairpersons will offer to all qualified unit members in their departments/disciplines the opportunity to select a course assignment according to the following procedure, utilizing a priority selection system based upon seniority in the discipline of hire, unless unit members have exercised a right of first refusal for new course development as set forth in section 15.15.1 below.

1. Unit members in each discipline will be ranked according to seniority, with the most senior person being granted rank 1, the second most senior person being granted rank 2, and so on.

2. The list of courses in the discipline to be offered for that semester or session shall be offered first to the rank 1 member. That member will have the opportunity to select a maximum of five (5) courses, or fifteen (15) lecture units or the equivalent, for the fall or spring semesters, or two (2) courses, or six (6) units or the equivalent, for the winter or summer sessions, that s/he would like to teach.
3. The list will then be passed on to all the remaining unit members in order, with each selecting courses as above.
4. Once all the unit members have selected their preferred courses, the list, if any courses are remaining, will return to the member ranked 1, who will then select one additional course as overload if desired.
5. The rounds will continue in order until all courses are selected. If any courses remain unselected, then the Department Chairperson will offer the courses to qualified unit members outside the discipline, if any, and/or part-time instructors as appropriate.

The following steps apply only during the selection process for winter intersession or summer session:

1. Any unit member who is not interested in teaching during a winter or summer session may elect to pass on the selection process and will retain their original position for class selection in the next session. The unit member(s) electing to pass on the selection process shall retain seniority for the next immediate session.
2. If during the selection process for winter or summer sessions there are more unit members desiring classes than there are courses to be offered, and notwithstanding the provision outlined in No. 6 above, the member(s) in order of seniority denied the opportunity to teach shall be ranked ahead of members who taught in the last session and behind those with more seniority who passed on teaching in the last session for the next immediate session, with all other unit members maintaining their same rankings relative to one another.
3. During the selection process for winter or summer sessions, documentation should be made of the order of selection and number of courses selected by each unit member for reference during future sessions.

#### **15.15.1 Right of First Refusal for New Course Development**

Unit members who develop new courses (traditional and/or online) shall have the right of first refusal to teach the course, regardless of the unit member's seniority status, for a period of two (2) consecutive academic years, including winter and summer sessions. This right of first refusal shall apply to the unit member's contract load, and shall not apply to overload courses. Regardless of when a



course was developed, the two-year right of first refusal commences the first semester the new course is taught.

Unit members must notify the appropriate Dean of their intent to exercise this right of first refusal prior to the start of the following academic year. Failure to make such notification on or before March 1<sup>st</sup> shall be deemed as a waiver of this right.

#### **15.16 Class Size**

It is the intent of the parties that present class size quotas for all classes offered within the District shall continue for the duration of this Agreement.

Beginning academic year 2016-2017 and thereafter, the minimum class size quota for traditionally delivered courses shall be thirty (30) students per class except in cases where student safety or government regulations require a smaller class size. The maximum class size quota shall be forty-five (45) students per class. In all cases, class size quotas for individual courses shall be set based upon appropriate academic needs and through the shared governance processes established by and with the consent of the Academic Senate and the Curriculum Committee.

The minimum and maximum class size quota for online courses shall be based upon appropriate academic needs and through the shared governance processes established by and with the consent of the Academic Senate and the Curriculum Committee.

In order to avoid the cancellation of a class during a given semester or session, a class must achieve an enrollment equal to at least 60% of class size quota or 18 students, whichever is less. The Vice President for Academic Services can waive this requirement upon his/her discretion for reasons including, but not limited to, the following:

1. If a small group of students needs a certain course for graduation or program completion and no substitute course is available;
2. If a new course is inaugurated and it is believed that continuing the course with a small number of students will enhance the potential growth of the course;
3. If a course is offered that is an important part of the curriculum (e.g. part of a Program Pathway) and the instructor's class sizes in other assigned courses are above average;
4. If it is deemed wise to offer special studies, individual studies, and honors courses which naturally have a small class size.

Unit members whose classes are below the maximum class size quota shall add any additional students who apply to add or "crash" the course through the end of the late registration process. Individual unit members may choose to exceed the class size quota in any or all of their classes through the process of adding or "crashing" additional students into the class after the start date of a given semester or session, provided all district procedures and deadlines are followed. Only the instructor of the class can

initiate such over-quota adds. Under no circumstances should a unit member add additional students to the course so that the course size at census exceeds 25% over class quota as defined in the course outline of record.

### **15.17 Large Quota Classes**

Upon the approval of the Vice President for Academic Services, certain courses may be designated as large quota classes, and the course enrollment limits during the computer pre-registration period shall reflect such large quota designation.

Divisions and departments will determine which, if any, courses within their curriculum are appropriate for potential large quota enrollment based upon academic, practical, and/or legal considerations. They will indicate the appropriateness of a given course for large quota enrollment on the official course outline of record. The approval of this change to the official course outline of record must follow the established practices and procedures of the Curriculum Committee. The Vice President for Academic Services, along with the appropriate Department Chairpersons and Deans, shall be responsible for ensuring that the individual classes designated in any given semester for large quota enrollment are those that have been approved as such on the official course outline of record.

Instructors who agree to teach a large quota class will be entitled to extra financial compensation based upon the following formula:

Quota to 25% over quota	No additional compensation
26% to 50% over quota	Additional compensation equal to one-third of overload pay for the course
51% to 75 % over quota	Additional compensation equal to two-thirds of overload pay for the course
76% to 100% over quota	Additional compensation equal to full overload pay for the course

Under no circumstances will an instructor be allowed to enroll a class at greater than 100% over, or double quota.

The compensation formula will be based upon the verified total enrollment in the course as per the official census count. Any instructor who is found to have intentionally inflated the census count by not eliminating non-attending students will receive no additional compensation.

On or after the first day of the semester, if sufficient student need exists, the Vice President for Academic Services in consultation with the appropriate deans or department chairs and affected unit members, may designate additional courses as large quota classes, and instructors may then initiate over-quota adds to achieve additional compensation.

Under no circumstances will an instructor add students to a course if there is insufficient physical space to accommodate the students, the increased enrollment exceeds the maximum allowable occupancy of the room as established by the appropriate governmental agency, there are insufficient student desks to accommodate all the students, or adding additional students would create an unsafe condition for the students.

All unit members who are qualified to teach a class that has been approved for large quota must be given the opportunity to do so upon their request and if sufficient classroom space is available. Priority for approval of requests to teach large quota courses will be given based upon a revolving seniority system, where the most senior qualified member will have the first priority, but will move to the bottom of the priority list for the subsequent semester and will only come back up to first priority after all other qualified members have had the opportunity, whether they exercised it or not, to teach a large quota class.

### **15.18 Combined Course Sections**

Upon the approval of the Vice President for Academic Services, or designee, multiple sections of the same course may be assigned for lecture purposes in the large lecture halls (aka Combined Course Sections). In order to be eligible for Combined Course Sections, the maximum student quota for the first class must be met before a second can be considered and a second filled before a third will be considered. Unit members teaching these combined sections will receive the same compensation as they would have had the sections been offered in separate classrooms. If second or third sections does not meet at least the minimum of eighteen (18) students as of census, that additional section will be cancelled and the instructor will receive a stipend using the compensation formula in Article 15.17.

### **15.19 New Technology Training**

The District will provide technical support training for all new technology/software implemented by the college.

**ARTICLE 16            PRE-RETIREMENT WORKLOAD REDUCTION**

Members of the bargaining unit may petition the Governing Board of the District to reduce their workloads from full-time to part-time and if approved shall receive the health and welfare insurance, life insurance, and retirement service credit they would have received if they were employed on a full-time basis, and have their retirement allowance, as well as any other benefits they are entitled to under the State Teachers Retirement System, based on the salary they would have received if employed on a full-time basis.

Reduced workloads under this Article shall be subject to the following provisions:

1. The option of part-time employment shall be exercised at the request of the unit member and can be revoked only with the mutual consent of the District and the unit member.
2. The unit member shall have been employed by the District full-time in an academic position or a position requiring certification qualifications, or both, for at least ten (10) years of which the immediately preceding five (5) years were full-time employment without a break in service.
3. For the purposes of this Article, sabbaticals and other approved leaves of absence shall not constitute a break in service. However, time spent on a sabbatical or other approved leave of absence shall not be used in computing the five-year full-time service requirement prescribed herein.
4. The unit member shall have reached the age of fifty-five (55) prior to reduction in workload.
5. The period of such part-time employment shall not extend beyond the end of the academic year during which the unit member reaches his or her seventieth (70th) birthday.
6. The period of such part-time employment shall not exceed five (5) years.
7. The minimum part-time employment shall be the equivalent of one-half of the number of days of service required by the unit member's contract of employment during his or her final year of service in a full-time position. For teaching faculty unit members, the minimum part-time employment shall be for one-half of the number of lecture units and office hours required to fulfill the full contract load.
8. The unit member shall be paid a salary that is the true pro rata share of the salary he or she would be earning had he or she not elected to exercise the option of part-time employment.

9. The unit member shall contribute to the State Teachers' Retirement Fund the amount that would have been contributed had the member been employed full-time.
  
10. The District shall contribute to the State Teachers' Retirement Fund an amount based upon the salary that would have been paid to the unit member had the member been employed full-time.

(Ed. Code §87483)

**ARTICLE 17        COMPENSATION****17.1    Salary Schedules**

Members of the bargaining unit who are designated as being on 177-day contracts, shall be paid in accordance with the salary schedule attached hereto as Exhibit B1 and in accordance with the salary agreement attached hereto as Exhibit B3.

Members of the bargaining unit who are designated as being on 194-Day contracts, shall be paid in accordance with the salary schedule attached hereto as Exhibit B2 and in accordance with the salary agreement attached hereto as Exhibit B3.

Effective school year 2016-2017, members of the bargaining unit who are designated as being on 194-day contracts/40 hours (Student Services Project Directors and Coordinators), shall be paid in accordance with the salary schedule attached hereto as Exhibit B4 and in accordance with the salary agreement attached hereto as Exhibit B3.

**17.2    Salary Regulations****17.2.1        Initial Placement on Salary Schedule****17.2.1.1        Initial Step Placement****17.2.1.1.1        Career Technical Teaching Unit Members**

1. For each year of full-time, paid teaching experience at an accredited, post-secondary educational institution the instructor shall be credited with one year's experience on the salary schedule.
2. For every thirty (30) semester units of paid part-time teaching experience at an accredited post-secondary educational institution the instructor shall be credited with one year's experience on the salary schedule.
3. For each two (2) years of full-time, directly related experience in a non-teaching, appropriate vocation, the instructor shall be credited with one year's experience on the salary schedule;
4. A unit member with five (5) or more years of experience or the equivalent, shall be placed on the sixth (6<sup>th</sup>) step of the appropriate salary schedule. No unit member may be initially placed above the sixth (6<sup>th</sup>) step.

**17.2.1.1.2 Non-Teaching Unit Members**

1. For each year of full-time directly related work experience, the unit member shall be credited with one year's experience on the salary schedule.
2. Part-time directly related work experience shall be credited at the same percentage as the part-time experience bears to a full-time load, rounded down to the nearest full year. For example, two years of part-time work experience at 67% of the hours of a full-time load shall be credited with one year's experience on the salary schedule.
3. A unit member with five (5) or more years of experience or the equivalent, shall be placed on the sixth (6<sup>th</sup>) step of the appropriate salary schedule. No unit member may be initially placed above the sixth (6<sup>th</sup>) step.

**17.2.1.1.3 Career Technical Teaching Unit Members**

1. For each year of full-time, paid teaching experience at an accredited, post-secondary educational institution the instructor shall be credited with one year's experience on the salary schedule.
2. For each two (2) years of full-time, directly related work experience in an appropriate vocation, the instructor may be credited with one (1) years' experience on the salary schedule;
3. Part-time directly related teaching experience shall be credited at the same percentage as the part-time experience bears to a full-time load, rounded down to the nearest full year. For example, two years of part-time teaching experience at 67% of the hours of a full-time load shall be credited with one year's experience on the salary schedule.
4. No unit member may be initially placed above the sixth (6<sup>th</sup>) step.

**17.2.1.2 Initial Column Placement****17.2.1.2.1 All Unit Members**

1. A unit member with less than a Bachelor's degree plus 30 applicable semester units of education shall be placed in Column A;

2. A unit member with an earned Master's degree or an earned Bachelor's degree plus 30 applicable semester units of education shall be placed in Column B;
3. A unit member with an earned Master's degree plus 15 applicable semester units of education shall be placed in Column C;
4. A unit member with an earned Master's degree plus 30 applicable semester units of education shall be placed in Column D;
5. A unit member with an earned Master's degree plus 45 applicable semester units of education, or with two earned Master's degrees, or with an earned Master's degree plus an earned Doctorate, or with an earned Doctorate shall be placed in Column E.
6. Applicable units earned in addition to the Bachelor's or Master's degree must be related to the unit member's primary work assignment, and/or field of instruction. By definition, upper division or graduate level courses in education, that teach pedagogical methods, techniques or strategies appropriate to the education or counseling of community college level students are defined as related to the primary work assignment of all unit members.
7. A Master's Degree that requires at least forty-five (45) semester units, or its equivalent, for conferral of the degree shall be considered equal to a Master's degree plus 15 applicable units for initial placement on the salary schedule. A Master's Degree that requires sixty (60) semester units, or its equivalent, for conferral of the degree shall be considered equal to a Master's degree plus thirty (30) units for initial placement on the salary schedule.

#### **17.2.1.2.2 Career Technical Teaching Unit Members**

For Career Technical teaching unit members whose teaching area is in a field for which Master's degrees are not regularly offered in California may be placed in Column C upon attainment of a Bachelor's degree plus 45 applicable units.



## **17.2.2 Advancement on Salary Schedule**

### **17.2.2.1 Step Advancement**

Unit members shall annually advance one (1) step on the salary schedule, on the advancement date of each unit member, as determined by the following:

#### **17.2.2.1.1 Teaching Unit Members on a 177 Day Contract**

1. For unit members whose initial hire date occurs during the fall semester, the date of advancement shall be August 1<sup>st</sup> of the immediately succeeding fiscal year and August 1<sup>st</sup> of every fiscal year thereafter.
2. For unit members whose initial hire date occurs during the spring semester, the date of advancement shall be August 1<sup>st</sup> of the second fiscal year following the fiscal year in which the unit member was hired and the August 1<sup>st</sup> of every fiscal year thereafter.

#### **17.2.2.1.2 Teaching & Non-Teaching Unit Members on 194 Day Contracts**

1. For unit members whose initial hire date is during the period of July 1<sup>st</sup> through December 31<sup>st</sup>, the date of advancement shall be July 1<sup>st</sup> of the immediately succeeding fiscal year and the July 1<sup>st</sup> of every fiscal year thereafter.
2. For unit members whose initial hire date is during the period of January 1<sup>st</sup> through June 30<sup>th</sup>, the date of advancement shall be July 1<sup>st</sup> of the second fiscal year following the fiscal year in which the unit member was hired and the July 1<sup>st</sup> of every fiscal year thereafter.

### **17.2.2.2 Column Advancement**

#### **17.2.2.2.1 Course Requirements**

1. All courses taken for column advancement on the salary schedule after a unit member is an employee of the District, must have the prior approval, in writing, of the Vice President for Academic Services or Vice President for Student Services, as appropriate. Unit

members should request such approval as early as possible, but at least two weeks prior to the start of the course.

2. Courses taken for advancement on the salary schedule and/or for the purpose of attaining a Bachelor's, Master's or Doctor's degree must be completed at a college or university recognized as accredited by the Western Association of Schools and Colleges or by other ACCJC recognized regional accrediting associations.
3. For purpose of advancement on the salary schedule, courses taken for column advancement must be related to the unit member's primary work assignment, and/or his/her field of instruction, and shall be upper division and/or graduate level courses with the following exceptions:
  - a. In certain classes and programs, members of the unit could function more effectively if they had basic training in computers or a basic command of Spanish or sign language. Accordingly, in selected situations, unit members will be given "credit" for salary purposes when they have completed basic credit courses, including lower-division courses in computers, computer applications, online teaching pedagogy, new course management systems, or other new software programs, Spanish or sign language.
  - b. Lower division courses in Alcohol and Drug Studies shall be eligible for purposes of column advancement on the salary schedule.
4. A Career Technical instructor may advance to Column B on the salary schedule for obtaining a Bachelor's degree plus thirty (30) approved units, or to Column C on the salary schedule for obtaining a Bachelor's degree plus forty-five (45) approved units provided that her or his teaching field is one in which a Master's degree is not offered.
5. No restriction shall be placed on the number of semester units, or their equivalent that may be earned by unit members during an academic year or during winter intersession or summer session.

6. Continuing education or extension units are eligible for approval for advancement provided such courses meet the other requirements of this section. No restriction shall be placed on the number of units of extension credit at upper division or graduate level that may be granted for salary schedule advancement.
7. Upper division or graduate level courses in education, that teach pedagogical methods, techniques or strategies appropriate to the education or counseling of community college level students are defined as related to the primary work assignment of all unit members.
8. Units of credit may be granted for work experience that is related to the teaching field. The work experience must clearly be related to the unit member's primary work assignment, and must occur during a session or semester in which the member is not rendering paid service to the district. An application for approval must be made, in writing, to the Vice President for Academic Services or the Vice President for Student Services no later than thirty (30) days prior to the anticipated beginning of work. Units of credit for the purposes of advancement will be granted in accordance with the following provisions:
  - a. One (1) unit per fifty (50) clock hours of work with satisfactory performance.
  - b. A minimum of fifty (50) clock hours must be completed before credit is granted. Fractions in excess of fifty (50) clock hours shall not be carried forward to any subsequent application for work experience credit.
  - c. A maximum of six (6) units of credit for work experience will be allowed within each fifteen (15) unit increment period.

#### **17.2.2.2.2 Notification and Verification Requirements**

1. Unit members whose official date of advancement occurs on July 1 or on the first day of the fall semester (as defined above in Article 17.2.2), and who desire a column advancement to commence with the member's next employment contract:

- a. must make the request for column advancement in writing, to the Vice President for Academic Services or Vice President for Student Services, as appropriate, by no later than the preceding May 15, and;
  - b. must submit all official transcripts, diplomas, certificates, or statements of equivalency that support the unit member's request for column advancement to the Vice President for Academic Services or Vice President for Student Services, as appropriate, as soon as possible after May 15, but by no later than the first day that the unit member reports to work for the current fiscal or academic year; except that transcripts of courses completed during the summer of that year must be submitted no later than September 15. Grade cards and study lists may be accepted temporarily as verification of enrollment.
2. All grades of "Credit", or "CR", or "Pass", "Satisfactory" or the like – without the necessity of having such grades converted to a letter grade – where the aforementioned grade can be verified to be the equivalent of a "C" grade or better, must be earned in courses taken for advancement on the salary schedule. Verification may be in such forms as, but not limited to, notations by the granting institution that appear on the transcript or a letter from an appropriate official/employee of the granting institution. Where an institution will not provide verification, the District will presume that the grade at issue is the equivalent of a "C" grade or better.
3. A unit member who attains a Master's degree after his/her employment with the district, and that Master's degree required at least forty-five (45) semester units, or its equivalent, for conferral, shall advance to column C upon providing official documentation of this unit requirement, and meeting all other requirements for column advancement.
4. A unit member who attains a Master's degree after his/her employment with the district, and that Master's degree required at least sixty (60) semester units, or

its equivalent, for conferral, shall advance to column D upon providing official documentation of this unit requirement, and meeting all other requirements for column advancement.

### **17.3 Summer Session and Winter Intersession**

#### **17.3.1 Teaching Assignments**

Unit members teaching during the winter intersession or summer session(s) shall be compensated for the first ten (10) units of teaching by employing the following formulas. The ten unit limit shall revert to a six unit limit beginning the fall semester of 2017 and continue thereafter until the parties otherwise agree. In no event shall the hourly rate be less than the current overload rate. All calculations shall be rounded to the nearest dollar.

For unit members whose assignment contains lecture units the rate of pay for those lecture units shall be computed as follows:

$$\begin{aligned} &[(\text{current fiscal year's base salary}) \div 177] \div 6 = (\text{hourly rate}^*) \\ &(\# \text{ of lecture hours}) \times (\text{hourly rate}^*) = \text{compensation} \end{aligned}$$

For unit members whose assignment contains laboratory units the rate of pay for those laboratory units shall be computed as follows:

$$\begin{aligned} &[(\text{current fiscal year's base salary}) \div 177] \div 6 = (\text{hourly rate}^*) \\ &[.75 \times (\# \text{ of laboratory hours})] \times (\text{hourly rate}^*) = \text{compensation} \end{aligned}$$

\*The hourly rate shall not be less than the current overload rate described in Exhibit B3.

Teaching assignments over ten (10) units shall be compensated at the current overload rate described in Exhibit B3.

When a unit member's assignment contains lecture and laboratory units, the calculations above shall be applied to the appropriate category of units and the total compensation shall be the sum of the lecture and laboratory pay.

#### **17.3.2 Non-teaching Assignments**

Unit members assigned to non-teaching duties during the winter intersession or summer sessions shall be compensated for such service by employing the following formula. In no event shall the hourly rate be less than the current overload rate described in Exhibit B3.

All calculations shall be rounded to the nearest dollar.

$$\begin{aligned} &[(\text{current fiscal year's base salary}) \div 194] \div 7 = (\text{hourly rate}^*) \\ &(\# \text{ of non-teaching hours}) \times (\text{hourly rate}^*) = \text{compensation} \end{aligned}$$

\*The hourly rate shall not be less than the current overload rate described in Exhibit B3.

#### **17.4 Non-credit Instruction**

Unit members teaching non-credit courses as overload during the fall or spring semesters shall be paid at the overload rate described in Exhibit B3 of this agreement for the actual number of non-credit hours taught as reported on the official attendance rosters for the course.

Unit members teaching non-credit courses during the winter intersession and/or summer session shall be paid an hourly rate based upon the formula described in section 17.3 above, and as follows:

$$\begin{aligned} &[.025 \times (\text{current fiscal year's base salary})] \div 18 = (\text{hourly rate}) \\ &(\text{hourly rate}) \times (\# \text{ of non-credit hours taught}) = \text{total compensation} \end{aligned}$$

#### **17.5 Overload Assignments**

Unit members teaching overload assignments shall be paid at the overload rate described in Exhibit B3 of this agreement, and based upon the formulas enumerated in this agreement.

The total number of overload hours in a unit member's assignment each semester shall be determined using the formula in Article 15 of this agreement.

For each unit member with an overload assignment, the formula for computing the compensation per semester shall be as follows:

$$(\text{overload hours}) \times (\text{overload rate}) \times 16 \times 1.125 = \text{overload compensation}$$

where 16 equals the number of weeks in the semester under the compressed calendar, and 1.125 equals the factor by which each 50 minute teaching hour or unit has been increased for the compressed calendar

#### **17.6 Substitute Compensation**

##### **17.6.1 Day-to-Day Substitutes**

If a unit member teaches the class(es) of another unit member or part-time instructor who is unavailable to teach on a day-to-day basis, for a period extending less than two weeks because of short-term illness, personal necessity

leave or other reason, the unit member who is serving as a substitute shall be compensated for the hours of class time s/he substitutes, at the overload rate of pay as defined in Exhibit B3.

### **17.6.2 Long –Term Substitutes**

If a unit member is assigned by her/his Dean or the Vice President for Academic Services to take over the class or classes of another unit member or of a part-time instructor who is absent for a period longer than two full weeks because of long-term illness or other reason, the unit member who is serving as a substitute shall be paid for the entire period of the substitution according to the following pro-rata formula:

$$[(\text{current fiscal year's base salary}) \div 177] \div 6 = (\text{hourly rate})$$

$$(\text{hourly rate}) \times (\text{actual \# hours substituting}) = \text{compensation}$$

Unit members who serve as long-term substitutes may be paid in one lump sum for the entire period of substitution on the regular contract pay day following the end of the substitution period, or on a month-to-month basis as the District sees fit.

### **17.7 Administering Examination for Credit**

Members of the bargaining unit shall be paid one-hundred fifty dollars (\$150.00) per unit, per student, up to a maximum of three-hundred dollars (\$300.00) per course for administering an examination for a student seeking credit by examination.

### **17.8 Evaluation of Part-time and Temporary Full-time Faculty**

Tenured faculty members who are assigned by their Department Chair or by the Vice President for Academic Services to conduct an evaluation of a part-time or temporary full-time faculty member shall be compensated for three (3) hours per evaluation at the overload rate as described in Exhibit B3. The evaluation shall include pre-evaluation and post-evaluation conferences, and a one (1) hour observation of the part-time faculty member conducting classroom teaching assignments or counseling duties or other non-teaching duties, as appropriate.

### **17.9 Off-Contract Committee Work or Other Assignments**

All unit members who participate at the request or invitation of the District in a meeting or other activities pre-approved by the Area Administrator that are scheduled during periods when the unit member is off contract, or a designated non-service day, shall be compensated for his/her participation. A unit member who attends and fully participates in a meeting or other activities pre-approved by the Area Administrator shall be paid at the overload rate described in Exhibit B3 for the actual number of hours that the meeting takes place rounded to the nearest quarter hour, or for one hour, whichever is greater.

Pursuant to Article 17.12, unit members who hold reassigned time positions listed in Article 17.12, who are required by the District to perform their reassigned time duties off contract or on a designated non-service day shall be compensated on a per/diem or per hour basis, depending on the amount of hours worked.

### **17.10 Pro-Rata Pay for Partial Service**

Unit members who are employed to render partial service under the following conditions shall be paid on a true pro rata basis:

1. those employed on a partial contract;
2. those employed in accordance with the Pre-Retirement Workload Reduction plan; and
3. those who are laid off as a result of a decline in full-time equivalent students (FTEs) or a reduction or discontinuance of a particular kind of service and who are subsequently recalled for less than full-time service.

For 177-day teaching faculty unit members who fall under one of the above categories, true pro-rata pay shall be computed as follows:

$$(\text{current load}) \div 15 = (\text{prorated service percentage})$$

$$(\text{base salary}) \times (\text{prorated service percentage}) \times .1 = \text{monthly pay}$$

For non-teaching faculty unit members who fall under one of the above categories, true pro-rata pay shall be computed as follows:

$$(\# \text{ hours of service per month}) \div 116 = (\text{prorated service percentage})$$

$$(\text{base salary}) \times (\text{prorated service percentage}) \times .0833 = \text{monthly pay}$$

### **17.11 Unauthorized Absence and Unpaid Leave**

#### **17.11.1 Unauthorized Absence**

Unit members are required to notify their Department Chairperson, area Dean and/or the Vice President for Academic Services or the Vice President for Student Services, or designees as appropriate, if they will be absent from duties as per the regulations described in Article 6 of this agreement. If a unit member fails to make such notification, the unit member is deemed to be absent without authorization.

If a unit member is absent without authorization for a period exceeding two weeks the member will be deemed to have abandoned his/her position and disciplinary actions, up to and including termination, as described in Article 13 of



this Agreement, and as described in California Education Code §87732, §87734 and §87735 shall apply.

Unit members who are absent without authorization for a period of less than two weeks shall have a reduction in pay for each hour of class or office hours missed. Such reductions in pay shall be calculated as follows:

177-Day Faculty

(current fiscal year's base salary) ÷ 177 = (daily rate)

(daily rate) ÷ 6 = hourly rate

194-Day Faculty

(current fiscal year's base salary) ÷ 194 = (daily rate)

(daily rate) ÷ 7 = hourly rate

The number of hours missed shall be rounded and calculated to the nearest quarter hour as described in Article 6 of this Agreement.

**17.11.2 Unpaid Leave**

The calculation method described above shall also be used in cases where unit members take unpaid leave on a short-term basis. Such unpaid leave can occur when a unit member's number of personal necessity absences exceeds the number of personal necessity days allocated in a given fiscal year.

**17.12 Lecture Reassigned Time**

It is the established principle in this contract that weekly lecture reassigned time shall be the appropriate method of compensation for all duties that are undertaken by unit members for the benefit of the college that are of necessity and are of a permanent or recurring nature. Duties that are appropriate for reassigned time are those that must be accomplished to ensure the smooth functioning of the District, generally extend throughout the academic year, are time consuming, require the presence of the unit member on campus during regular working hours in order to accomplish the duty, and are expected to continue or recur into the foreseeable future.

Unit members may be offered lecture reassigned time for new projects or programs that are initiated by the college during the lifetime of this agreement. The Association shall be notified before any unit member is granted reassigned time that is not enumerated in this section of the agreement.

Reassigned time positions will be advertised via the campus email systems to all unit members for a minimum of five (5) working days prior to the position being assigned and all unit members will have an opportunity to apply. Unless provided otherwise, the final appointment to the position shall be made by the Vice President for Academic Services or the Vice President for Student Services.

Unit members who hold the following positions shall be granted lecture reassigned time per week during both the fall and spring semesters as per the following chart. It is understood that some of the duties may need to be undertaken during off-contract periods and the unit member will be compensated based on the type of work performed.

Effective 2016-2017 school year, a unit member should not hold more than one of these positions at any time.

Effective Spring 2016, unit members who are 194-day non-teaching faculty with reassigned time positions shall be compensated, in lieu of reassigned time, for the position at the current overload rate per Article 17.5.

In the event that a unit member who has received reassigned time, requests/assigned an overload teaching assignment, that members' reassigned time shall be reduced in proportion to the overload units being taught. In lieu of the reassigned time being reduced, the unit member shall receive compensation at the overload rate, as stated in Exhibit B3. For example, a department chairperson who receives 9 units of reassigned time and who chooses to teach 3 units of overload, shall have his/her reassigned time reduced to 6 units and shall receive compensation equivalent to 3 units multiplied by the overload calculation formula.

<b>POSITION (effective Spring 2016)</b>	<b>WEEKLY REASSIGNED TIME/ PER SEMESTER</b>
Department Chairs	# of units
Behavioral/Social Sciences	9
Business	9
English	9
ESL	9
Exercise Science	9
Humanities	9
Industrial Tech	9
Science	9
Mathematics/Engineering	9
World Languages and Speech Communications	9
Administration of Justice/POST Coordinator	9
Academic Senate President	6
EMS Coordinator	4
Assistant Director of Nursing	3
SLO Coordinator	9
Athletic Director	9
Accreditation Coordinator	6
Nursing Simulation Coordinator	7.5
CISCO Academy Coordinator	3
Curriculum Committee Chair	3
Basic Skills Coordinator	4
Agriculture Program Coordinator	3
CCA/CTA/NEA (as determined by the Association with notification to the District pursuant to Article 2.10)	18

### **17.13 Stipends**

Generally, a stipend shall be the appropriate method of compensation for all duties undertaken by a unit member for the benefit of the college that are of necessity, but occur infrequently, are generally non-recurring or only periodic, or can be completed by the unit member off-campus, or at his/her own schedule or pace. A signed written agreement noting the nature of the work to be completed, timeline, and payment amount(s) shall be completed prior to initiating duties for a stipend. If the District has concerns that the unit member is not meeting the stipend agreement, the District must notify and meet with the unit member at least thirty (30) days prior to the expiration date of the agreement to express said concerns. If such meeting does not occur, the unit member shall still be compensated.

Unit members may be offered a stipend for new projects or duties that are initiated by the college during the lifetime of this agreement. The Association must be consulted before any unit member is granted a stipend that is not enumerated in this section of the agreement.

All stipend positions must be advertised to all unit members via the campus email system for a minimum of five (5) business days prior to the position being assigned and all unit members must have an opportunity to apply.

Unit members who hold the following positions shall be granted a stipend based on the formula below during each of the fall and spring semesters per the following chart:

POSITION (effective Fall 2015)	UNITS	STIPEND
<b>Below are stipend positions compensated using the following stipend formula: (# of units x \$60.00) x 16 x 1.125 = stipend)</b>		
Academic Senate Secretary	3	\$3,240
Fire Academy Coordinator	4	\$4,320
ADS Coordinator (selected by the District)	3	\$3,240
Art Gallery Director (selected by the District)	3	\$3,240
Head Coach, Men's Basketball	4	\$4,320
Head Coach, Women's Basketball	4	\$4,320
Head Coach, Baseball	4	\$4,320
Head Coach, Softball	4	\$4,320
Head Coach, Men's Soccer	3	\$3,240
Head Coach, Women's Soccer	3	\$3,240
Head Coach, Men's Tennis	3	\$3,240
Head Coach, Women's Tennis	3	\$3,240
Head Coach, Volleyball	3	\$3,240
Head Coach, Women's Cross Country	3	\$3,240
**Assistant Coaches for Basketball, Baseball and Softball	2	\$2,160 per sport
**Assistant Coaches for Soccer, Tennis, Volleyball, and Women's Cross Country	1.5	\$1,620 per sport
Hazardous Chemical Officer	2	\$1,920
**Title IX Investigator/Trainer (up to 3 selected by the District)	Flat stipend	\$2,400
***Staff Development Coordinator (selected by the District)	Flat stipend	\$2,400
**Maximum dollar amount allotted, regardless of number of incumbents.		
***Association reserves the right to negotiate compensation for these positions once job descriptions and duties are clear.		

#### **17.14 Doctoral Stipend**

Unit members who have an earned doctorate shall receive a stipend of \$5,000 per year.

#### **17.15 Student Services Project Directors and Coordinators**

For academic year 2015-2016, unit members holding each of the following positions in Student Services shall be granted an extra duty contract for the fiscal year in an amount defined by the following formula:

$$192 \times (\text{overload rate}) = \text{extra duty compensation}$$

This extra duty assignment requires that the unit member must work one additional hour per day on every day assigned during the fiscal year with the exception of the two faculty service days, Orientation and Graduation.

Beginning school year 2016-2017, unit members holding each of the following positions in Student Services shall be placed on the new salary schedule in Exhibit B4.

The positions so defined by this section are:

CalWORKs Assessment Coordinator  
 CalWORKs Counseling Coordinator  
 DSP&S Coordinator  
 EOPS Coordinator  
 District Counseling Coordinator  
 Student Success and Support Coordinator  
 Transfer, Articulation, and University Partnerships Coordinator  
 Project Director, Student Support Services  
 Project Director, Talent Search  
 Project Director, Upward Bound  
 Special Projects Coordinator  
 Student Equity Coordinator

**17.16 Grant or Special Project**

If a grant or special project will modify the wages (through lecture reassigned time, stipend, or any other form of compensation) or working conditions of any unit member, then the Association shall be notified immediately upon the awarding or modification of the grant or a special project. The District is strongly encouraged to consult with the Association during any grant application process that will modify the wages or working conditions of unit members to ensure that the terms of the grant are consistent with the terms of this Agreement.

Unless the terms of the grant or special project require the identification of a specific person, any new or vacant position will be advertised to all unit members via the campus email system for a minimum of five (5) business days prior to the position being assigned.

In all of the following positions where an incumbent unit member holds the position, the incumbent shall continue to hold such position at will. If a position becomes vacant, the position will be advertised to all unit members via the campus email system for a minimum of five (5) business days prior to the position being assigned.

Position	Reassigned Time
TALCAS Coordinators (2)	7.5 units

**17.17 Selection of Faculty for Additional Duties****17.17.1 Elected Positions****17.17.1.1 Department Chairs**

Department Chairs are to be elected every two years, or to fill an incomplete term, by a simple majority in a secret ballot vote of the entire full-time, tenured/tenure-track faculty in the department during the spring semester.

In order to be eligible to run for the position of department chair, the candidate must be a full-time, tenured/tenure-track faculty member with at least two full years of service in the District at the time when s/he would assume the duties of Department Chair.

In the event that there are no tenured/tenure-track faculty in the department, or no faculty member is interested in running for the department chair position, the Vice President for Academic Services shall have the authority to appoint a faculty or administrator to the department chair position.

**17.17.1.2 District Counseling Coordinator**

The position of District Counseling Coordinator is to be elected every two (2) years during spring semester, or to fill an incomplete term, by a simple majority in a secret ballot vote of the full-time, tenured/tenure-track faculty, excluding those in special programs that are coordinated by a position other than the District Counseling Coordinator.

In order to be eligible to run for District Counseling Coordinator, the candidate must be a full-time, tenured/tenure-track faculty member with at least two full years of service in the District at the time when s/he would assume the duties of the position.

**17.17.1.3 Academic Senate President**

The position of Academic Senate President is an elected one but is governed by the rules and regulations of the Academic Senate itself.

**17.17.1.4 Athletic Director**

The Athletic Director will be elected every two years, or to fill an incomplete term, by a simple majority in a secret ballot vote of the entire full-time tenured/tenure-track faculty in the Exercise Science Department during the spring semester.

In order to be eligible to run for the position of Athletic Director the candidate must be a full-time, tenured/tenure-track faculty member with at least two full years of service in the District at the time when s/he would assume the duties of Athletic Director.

In the event that there are no tenured/tenured-track faculty in the department interested in running for the Athletic Director position, the Vice President for Academic Services shall have the authority to appoint a faculty or administrator to the Athletic Director position.

## **17.17.2 Appointed Positions**

### **17.17.2.1 Academic Services Positions**

The following positions are appointed positions, selected jointly by the President of the Academic Senate and the Vice President for Academic Services based upon an open application process where all unit members have the opportunity to apply for the position. These appointed positions shall be held for a period of no more than two years. After two years these positions must be reopened for application of all unit members.

In order to be eligible for appointment to one of the below named positions, the candidate must be a full-time tenured/tenure-track faculty member with at least one full year of service in the District at the time when s/he would assume the duties of the position.

SLO Coordinator  
Basic Skills Coordinator  
Accreditation Coordinator

### **17.17.2.2 Student Services Positions**

The following positions are appointed by the Vice President for Student Services and in most cases are dependent upon state or federal grants, which define the unique qualifications required for the position. When such qualifications are not explicitly stated in the grant, the District, in collaboration with the Association, shall determine procedures so as to ensure that all unit members who meet the qualifications of the position shall have the opportunity to apply for such assignments.

In all of the following positions where an incumbent unit member holds the position, the incumbent shall continue to hold such position at will. Only upon a vacancy in a position will open selection procedures for these positions take place.

CalWORKs Assessment Coordinator  
CalWORKs Counseling Coordinator  
DSP&S Coordinator

EOPS Coordinator  
 Student Success and Support Coordinator  
 Transfer, Articulation, and University Partnerships Coordinator  
 Project Director, Student Support Services  
 Project Director, Talent Search  
 Project Director, Upward Bound  
 Special Projects Coordinator  
 Student Equity Coordinator

#### **17.17.2.3 Nursing/Allied Health Positions**

The following position is appointed by the Dean of Health & Public Safety and such appointment is based upon the unique qualifications required for the position.

Nursing Simulation Coordinator

#### **17.17.2.4 Hazardous Chemical Officer**

The Hazardous Chemical Officer is appointed by the Dean of Math & Sciences and such appointment is based upon the unique qualifications required for the position.

#### **17.17.2.5 Grant Positions**

In most cases, an awarded grant will already have identified those faculty members who shall undertake additional duties under the grant based upon their unique qualifications for the duty. Notwithstanding the provisions of Article 17.16, in those cases where the grant will award extra duty contracts to unit members not already identified, then the procedures outlined in the grant for the selection of those individuals shall prevail. When such procedures or qualifications are not explicitly stated in the grant, all positions must be advertised to all unit members via the campus email system for a minimum of five (5) business days prior to the position being assigned and all unit members must have an opportunity to apply.

### **17.18 Distance Education Additional Training and/or Course Management System Transition Compensation**

#### **17.18.1 District Mandated Additional DE Training Courses**

The cost of any District mandated (approved at the VP level) additional coursework or training of current online instructors after they have been teaching online courses for Imperial Valley College will be paid for by the District. "Cost" is limited to tuition only.



**17.18.2 Online Instructor Compensation for Transitioning an Existing IVC Online Course to a New Course Management System**

If the District changes the course management system in use at Imperial Valley College, current IVC online instructors will be compensated \$200 for each current IVC online course to be transitioned. Stipend will be paid once the course transition is completed, approved by the DE Coordinator, and is being offered in the course schedule for students.

**ARTICLE 18            HEALTH AND WELFARE BENEFITS****18.1    Current Unit Members**

The health and welfare benefits programs in effect for unit members shall continue during the term of this Agreement and as described in Exhibit B3 and as described in the master contracts for those benefits as held by the District.

**18.2    Retired Unit Members (hired before July 1, 2016)**

For the purposes of this Agreement, the word "retiree" and any of its derivations shall mean that employment with the District has been terminated, in writing, and that benefits are being received from the State Teachers Retirement System.

The District shall provide lifetime health benefits for all unit members, hired on or before June 30, 2012, upon retirement, in accordance with the provisions of article 18.2.1.

The District shall provide lifetime health benefits for retirees hired between July 1, 2012 and June 30, 2016 once the unit member has worked for IVC for 18 years and retires from IVC.

For qualified retirees and spouses and/or dependents, the District shall provide the same vision and dental insurance programs that are provided unit members.

The District shall provide a Medicare Supplement insurance plan and prescription plan (United Health Plan) to each qualified retired unit member and their qualified dependents (Qualified Post 65).

Qualified retirees and spouses and/or dependents that are not eligible for Medicare shall be provided with the same medical and prescription drug coverage as granted to current unit members, until or unless they become eligible for Medicare.

Dental, vision, medical and prescription drug coverage shall be provided until the death of the eligible retiree. Eligible spouses and/or dependents shall be covered for one year following the death of the eligible retired employee.

The District does not provide life insurance for retirees.

The District shall not provide lifetime health benefits for retirees whose employment begins on or after July 1, 2016.

### **18.2.1 Eligibility Requirements for All Unit Members Hired before July 1, 2012.**

For all qualified retirees hired before July 1, 2012, their eligibility for lifetime health insurance benefits will be based upon the following chart:

<b>AGE ON SEPT. 1<sup>ST</sup> FOLLOWING LAST YEAR OF SERVICE</b>	<b>YEARS OF SERVICE AT IVC</b>
55-60	14
61	13
62	12
63	11
64	10
65 - 70	9

### **18.3 Unit Members on Partial Contracts**

A unit member who has been approved to work under a partial contract or who is laid off in accordance with Article 19: Layoffs, and who is subsequently recalled to less than forty percent (40%) service, shall be eligible to remain in the District's health and welfare insurance program at her or his own expense.

If the unit member is assigned forty percent (40%) or more of a normal workload and chooses to participate in the health and welfare program, the premiums shall be paid proportionally by the District and the unit member. The unit member's share of the premium is due and payable quarterly, in advance, by no later than October 1, January 1, April 1, and July 1.

### **18.4 Survivor Benefits**

Beginning the first month following the death of a unit member or retiree, the District agrees to continue insurance coverage for the surviving spouse for such period of time as provided in the master group insurance contracts.

### **18.5 Domestic Partner Benefits**

Health and welfare benefits are available to domestic partners of unit members. For the purposes of this section the term "domestic partner" shall have the same meaning as that contained in California Family Code §297.

## **ARTICLE 19        LAYOFFS**

### **19.1    General**

In the event it becomes necessary during the term of this Agreement to lay off, in accordance with the provisions of Education Code Section §87743, contract and/or regular employees who are members of the bargaining unit, the parties agree to proceed according to California Education Code §87413, §87414, §87740, §87743 through §87743.5 inclusive, §87744, §87745, and §87746.

### **19.2    Procedure**

In the event such layoffs as described directly above become necessary, the parties agree to act in accordance with the following procedure:

1.     The District administration shall develop recommendations to be made to the Board of Trustees of the District for reductions in programs and services affecting members of the bargaining unit;
2.     At least thirty (30) calendar days prior to any public announcement of such recommendations and to a public vote of the Board of Trustees of the District on such recommendations, the Association and District administration shall meet and confer regarding said recommendations, the purpose of such conferral to ascertain if other measures short of a layoff, or any measures to limit the scope of the layoff, may be made to meet the needs of the District;
3.     Any changes that emerge from the advisory consultation described directly above shall be incorporated into the recommendations;
4.     The Association and District administration, at least fifteen (15) calendar days before the date of the Board meeting at which the recommendations are to be made, shall meet and negotiate regarding the effects of the proposed layoffs including but not limited to determining alternative assignments, reassignment and “bumping” rights, potential partial service contracts, and any potential pay or benefits severance packages to be offered to those unit members being laid off.

### **19.3    Criteria**

In the development of the recommendations, the parties agree to keep foremost in mind the needs of the students, the community, and the College's mission and goals.

Recommended layoffs shall be on the basis of seniority and credential or minimum qualifications in accordance with appropriate Education Code provisions cited above. Seniority shall be determined on the basis of the official Seniority Lists for tenure track and non-tenure track faculty kept by the District and described in Section 21.3 of this Agreement.

## **19.4 Effects**

Following layoffs and in the event of a recall to service of affected employees, the parties agree to act in accordance with appropriate Education Code provisions cited above.

Contract or regular employees who are laid off shall be entitled to receive health and welfare benefits beyond their last actual date of service to the District, but in no case shall these benefits continue past September 30 of the year in which the employee was laid off.

Contract or regular employees who are laid off shall have the right to buy into the District's health and welfare insurance program (excluding income protection insurance), at their own expense, for a period of time not to exceed two (2) years beyond September 30 of the year in which they were laid off. Premiums are due and payable quarterly, in advance, on October 1, January 1, April 1, and July 1, or on a monthly basis if requested by the unit member.

**ARTICLE 20            SEPARABILITY AND SAVINGS**

If any provision of this Agreement is held invalid by a court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions of this Agreement shall not be affected thereby and shall continue in full force and effect.

In the event any provision of this Agreement is held invalid as described directly above, the parties, within ten (10) calendar days after receiving a copy of the transcript of the decision that invalidated the provision of this Agreement, agree to meet and negotiate for the purpose of arriving at a mutually satisfactory replacement for the invalidated provision.

**ARTICLE 21            MISCELLANEOUS****21.1    Fingerprinting and Background Checks**

Any costs for fingerprinting or background checks that are incurred during the process of hiring unit members will be borne by the District.

**21.2    Tuberculosis Test**

The District may initially employ no unit member unless the person has submitted to an examination within the past sixty (60) days to determine that s/he is free of active tuberculosis. This examination shall consist of an X-ray of the lungs, or an approved intradermal tuberculin test, that if positive, shall be followed by an X-ray of the lungs. After the examination, each employee shall cause to be on file with the District a certificate from the examining physician showing the employee was examined and found free from active tuberculosis.

Thereafter, unit members who are skin test negative shall be required to undergo the foregoing examination at least once each four years, or more if directed by the governing board upon recommendation of the county health officer, so long as the employee remains skin test negative. The unit member shall undergo the examination and submit the appropriate certification no later than 60 days after receipt of District notification that such examination is required, unless there are extenuating circumstances prohibiting compliance within this time limit. In such a case, the District and unit member will agree on a mutually agreeable time limit. After the examination, each employee shall cause to be on file with the District a certificate from the examining physician showing the employee was examined and found free from active tuberculosis.

The District shall provide for the examination through an appropriate public or private health care agency without cost to the unit member.

**21.3    Seniority Lists**

The District shall furnish the Association with a list indicating the seniority of each contract and regular employee by no later than the first teaching day of each spring semester.

**21.4    Office Assignment**

Members of the unit who are classroom instructors will be assigned a private office, if that is possible, so that the instructor will have an appropriate place to confer with students. The office is intended also to provide a place for the instructor to prepare for classroom instruction and to perform other professionally related duties and assignments. The District should work toward giving all faculty individual offices in future remodeling/new buildings.

Office assignments shall be made on the basis of seniority of unit members within the unit member's division or academic area, with the premise that no unit member may be moved out of an office s/he is currently occupying without her/his full consent and cooperation.

Office space will be made available to faculty members on a year-round basis; no faculty member will be required to vacate his/her office during break periods or during semesters or sessions when the faculty member is not in service while the member is employed by the District.

While it is recognized that current space constraints on campus have necessitated many faculty having to share office space, it is anticipated that this situation is temporary and that sufficient office spaces are being incorporated into construction plans so that all instructional faculty members will have a private office or semi-private office with no more than two (2) faculty members, once construction is completed. Further, it is recognized that during construction periods faculty members may experience unavoidable disruption of their office locations or conditions. The District will endeavor to keep such disruptions to a minimum and assist faculty members so affected.

When a faculty member's primary work location is at an off-campus site, the District will endeavor to provide office space for the faculty member at the primary work location. Priority in the assignment of off-campus office space shall be given to those unit members who have 100% of their assignment at the off-campus site. In cases where the faculty member's teaching load is split between campus sites, the unit member shall indicate to the District where s/he would like the office space to be located, and the District shall endeavor to meet that request.

A unit member's office shall be equipped with everything necessary for the unit member to complete his/her assignment effectively, which normally includes a telephone, a computer with network and internet access, a desk large enough to accommodate the reasonable needs of the unit member, a desk chair for the unit member and a side chair for students or guests, a file cabinet, and a bookcase. All of the equipment and furniture should be in good working order and condition. The District will immediately replace, upon written notice, any equipment that is found to be broken, or in such poor condition that it poses a hazard to the unit member or his/her visitors.

## **21.5 Parking**

The District shall provide reserved parking for unit members at no charge to the unit member. The District shall endeavor to designate enough parking spaces as reserved to accommodate all of the full-time employees of the District. The reserved spaces shall be evenly apportioned among all of the various parking lots on campus. When reserved parking spaces are removed to accommodate permanent changes to the parking areas, additional spaces shall be added at other locations so that the net quantity of reserved spaces does not decrease.



While it is recognized that during the construction of new roads and parking lots on campus there will be some disruption of the reserved parking areas, it is anticipated that this is temporary and when construction is completed there will be enough reserved parking spaces assigned as to accommodate all of the full-time employees of the District.

## **21.6 Intellectual Property Rights for Online or Distance Education Content**

A unit member who develops online or distance education course for which s/he has been compensated through a stipend by the District or a District controlled grant is the joint owner of the distance education course with the District. The unit member retains the right to use the course materials at Imperial Valley College and at any other college at which the unit member is teaching or may in the future teach. The unit member is required to submit a complete copy of the distance education course, exclusive of student records, to the Distance Education Office. A copy of the distance education course shall be retained by the Distance Education Office and may be made available for the use of other faculty members at Imperial Valley College who may be assigned to teach the same course in the future. Neither the District nor the unit member has the right to commercially sell the distance education course to a third party without the express permission of the other party.

Unit members who develop an online or distance education course and receive no compensation from the District or from a District controlled grant or project to develop the course, retain exclusive rights in that course and have no obligation to share the course materials with the District, or any other party. Materials or content created by faculty members for online or distance education courses should be treated in exactly the same fashion as materials or content created by faculty members for traditional courses.

## **21.7 Resignation Procedure**

When a unit member intends to resign his/her position, s/he shall submit such resignation in writing to the Board of Trustees of the District and to the Superintendent/President. Such notice should include the last day that the member intends to render service to the District. Such notice shall be made at least thirty (30) days prior to the effective date of the resignation.

In cases where a teaching unit member does not intend to return to service at the District for the next academic year, the notice of resignation should be submitted as early as possible during the spring semester. Where such early notice is not possible, unit members shall give written notice of resignation at least thirty (30) days prior to the start of the next academic semester during which they are expected to render service.

## **21.8 Complaint Procedure**

Unit members who have a problem with another employee of the District, which is affecting the unit member's ability to perform his/her duties, should report this problem to the Chief Human Resources Officer (CHRO) as soon as practical after the problem occurs.

Unit members who feel threatened or feel unsafe in the workplace because of the words or actions of another employee of the District should immediately report the threatening words or actions to the Chief Human Resources Officer.

Unit members who feel they have been the victims of sexual harassment or of sexual discrimination in the workplace should report such beliefs to the Title IX officers and to the Chief Human Resources Officer as soon as practical after such harassment or discriminatory events occur.

Unit members who have a problem with a student of the District which is affecting the unit member's ability to perform his/her duties should report this problem to the Dean of Student Affairs and Enrollment Services and to the Chief Human Resources Officer as soon as practical after the problem occurs.

Unit members who feel threatened or feel unsafe in the workplace because of the words or actions of a student should immediately report the threatening words or actions to the Dean of Student Affairs and Enrollment Services and to the Chief Human Resources Officer.

The District agrees to respond in writing within five (5) working days to any unit member who makes such a report as described above. Such response shall explain the District's evaluation of the problem, the intent and plan for remedy of the problem if the District has deemed that such remedy is appropriate, and a general timetable for such remedy. In determining said timetable the severity of the problem shall be of paramount importance.

## **21.9 Additional Voluntary Receivable Payments to CalSTRS**

A unit member who is a member of the California State Teachers' Retirement System (CalSTRS) is permitted to redeposit member contributions previously withdrawn, and/or may elect to purchase permissive service credits, subject to the statutes and regulations of CalSTRS. Any amounts due may be paid by the member directly to the retirement system or the member may request deductions through District payroll.

Internal Revenue Code 414(h)(2) permits the employer to pick up the employee's portion of contributions to a retirement plan, thereby resulting in tax deferral of employee contributions.

In order to permit tax deferral for those additional amounts, the unit member shall enter into a binding irrevocable payroll deduction authorization with the District and such unit member shall not have the option of choosing to receive the amounts directly instead of having them paid by the District to CalSTRS.

The additional amounts specified through payroll deduction from salary are designated as being picked up by the District and paid by the District in accordance with CalSTRS retirement plan requirements and IRS code regulations.

The member who elects to make such an additional voluntary payment must agree to and sign an Irrevocable Payroll Authorization form (CalSTRS form AC-0194) for the voluntary receivable payment.

The member may not make direct payments to CalSTRS after the member has agreed to the irrevocable payroll authorization.

The member may not terminate the irrevocable payroll authorization before completion of the payments or termination of employment with the District.

If deductions become delinquent because of termination of employment with the District, CalSTRS will return all tax deferred amounts to the District who, in turn, must return them to the member as taxable income. Because termination of employment automatically cancels the irrevocable payroll authorization, a terminated member may avoid delinquency by making direct payments in lump sum, monthly installments, or by payroll deductions from a subsequent employer within 30 days.

A member who elects to make payment of a voluntary receivable through tax deferred payroll deduction will have his/her taxable income reduced by the amount of the tax deferred deductions, in the same manner that the tax deferred contributions to CalSTRS reduces his/her taxable income.

**ARTICLE 22      EFFECT AND TERMS OF AGREEMENT**

This Agreement shall constitute the full and complete commitment between the parties and shall supersede any District rules, regulations, or practices contrary to or inconsistent with, its terms.

In the event the District intends to modify any rules, regulations, or practices that directly relate to matters within the scope of this Agreement, the District shall notify the Association prior to implementation and shall meet and negotiate with the Association upon the written request of the Association.

This Agreement shall become effective on July 1, 2015, and shall continue in effect up to and including June 30, 2017.

During its lifetime the contract may be reopened only when required by changes to the law, or when mutually agreed upon by both parties. If proposed by April 1<sup>st</sup> of subsequent years, either party reserves the right to re-open negotiations under the CBA for Article 17 (Compensation), and Article 18 (Health and Welfare Benefits), and up to one additional article for negotiation.

The District and Association agree with the aforementioned changes to the collective bargaining agreement only pending ratification by the Association membership and the Board of Trustees.

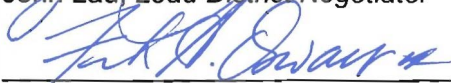
**For the Association**

**For the District**


  
\_\_\_\_\_  
Mary Lofgren, Association Lead Negotiator

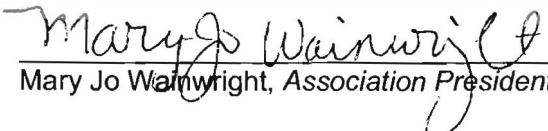
  
\_\_\_\_\_  
John Lau, Lead District Negotiator

  
\_\_\_\_\_  
Frank Hoppe, Association Negotiator

  
\_\_\_\_\_  
Frank Oswalt, Legal Counsel / District Negotiator

  
\_\_\_\_\_  
Sidne Horton, Association Negotiator

  
\_\_\_\_\_  
Dr. Victor Jaime, Superintendent/President

  
\_\_\_\_\_  
Mary Jo Wainwright, Association President

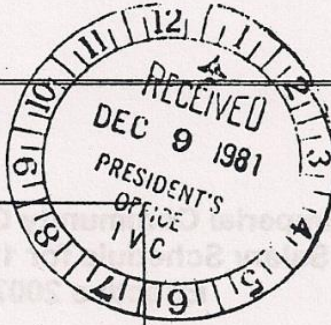
## **EXHIBITS TO THE AGREEMENT**

STATE OF CALIFORNIA

EXHIBIT A

EDMUND G. BROWN JR., Governor

PUBLIC EMPLOYMENT RELATIONS BOARD



Imperial Community College District,  
Employer,

and

Imperial Valley College Chapter of the  
California Teachers Association/National  
Education Association,

Employee Organization.

Type of Election

- Consent Agreement
- Board Directed
- RD Directed

Case Number: LA-R-845

CERTIFICATION OF REPRESENTATIVE

An election having been conducted in the above matter under the supervision of the Regional Director of the Public Employment Relations Board in accordance with the Rules and Regulations of the Board; therefore

Pursuant to the authority vested in the undersigned by the Public Employment Relations Board, IT IS HEREBY CERTIFIED as of December 4, 1981 that a majority of the valid ballots has been cast for

Imperial Valley College Chapter of the California Teachers Association/  
National Education Association

and that, pursuant to the Educational Employment Relations Act, described employee organization is the exclusive representative of all the employees in the unit set forth below:

INCLUDES: Contract, regular and categorically funded certificated employees.

EXCLUDES: Management, confidential and supervisory employees as defined by the EERA.

Signed at Los Angeles, California

On the 4th day of December, 1981

On behalf of  
PUBLIC EMPLOYMENT RELATIONS BOARD

Regional Director

**EXHIBIT B1**

**Imperial Community College District  
Salary Schedule for 177-Day Faculty 2015-2016  
Effective July 1, 2015 (3% increase)**

Step	A	B	C	D	E
	Less than a Master's	BA +30 Master's	MA + 15	MA + 30	MA + 45
1	\$46,181	\$50,464	\$56,797	\$58,501	\$60,256
2	\$47,566	\$51,977	\$58,501	\$60,256	\$62,064
3	\$48,994	\$53,536	\$60,256	\$62,064	\$63,926
4	\$50,464	\$55,143	\$62,064	\$63,926	\$65,843
5	\$51,977	\$56,797	\$63,926	\$65,843	\$67,818
6	\$53,536	\$58,501	\$65,843	\$67,818	\$69,853
7	\$55,143	\$60,256	\$67,818	\$69,853	\$71,949
8	\$56,797	\$62,064	\$69,853	\$71,949	\$74,107
9	\$58,501	\$63,926	\$71,949	\$74,107	\$76,330
10	\$60,256	\$65,843	\$74,107	\$76,330	\$78,620
11	\$62,064	\$67,818	\$76,330	\$78,620	\$80,979
12	\$63,926	\$69,853	\$78,620	\$80,979	\$83,408
13	\$65,843	\$71,949	\$80,979	\$83,408	\$85,910
14	\$67,818	\$74,107	\$83,408	\$85,910	\$88,487
15	\$69,853	\$76,330	\$85,910	\$88,487	\$91,143
16		\$78,620	\$88,487	\$91,143	\$93,876
17			\$91,143	\$93,876	\$96,693
18					\$99,594

- 1 For rules and regulations regarding initial step and column placement upon the salary schedule refer to Article 17.2.1 of the Agreement.
- 2 For rules and regulations regarding step and column advancement on the salary schedule refer to Article 17.2.2 of the Agreement.
- 3 Unit members with an earned Doctorate will receive a stipend of \$5,000 per year.

**Imperial Community College District  
Salary Schedule for 177-Day Faculty 2016-2017  
Effective July 1, 2016 (2% increase)**

Step	A	B	C	D	E
	Less than a Master's	BA +30 Master's	MA + 15	MA + 30	MA + 45
1	\$47,105	\$51,473	\$57,933	\$59,671	\$61,461
2	\$48,518	\$53,016	\$59,671	\$61,461	\$63,305
3	\$49,974	\$54,607	\$61,461	\$63,305	\$65,204
4	\$51,473	\$56,246	\$63,305	\$65,204	\$67,160
5	\$53,016	\$57,933	\$65,204	\$67,160	\$69,175
6	\$54,607	\$59,671	\$67,160	\$69,175	\$71,250
7	\$56,246	\$61,461	\$69,175	\$71,250	\$73,388
8	\$57,933	\$63,305	\$71,250	\$73,388	\$75,590
9	\$59,671	\$65,204	\$73,388	\$75,590	\$77,857
10	\$61,461	\$67,160	\$75,590	\$77,857	\$80,192
11	\$63,305	\$69,175	\$77,857	\$80,192	\$82,598
12	\$65,204	\$71,250	\$80,192	\$82,598	\$85,077
13	\$67,160	\$73,388	\$82,598	\$85,077	\$87,628
14	\$69,175	\$75,590	\$85,077	\$87,628	\$90,257
15	\$71,250	\$77,857	\$87,628	\$90,257	\$92,965
16		\$80,192	\$90,257	\$92,965	\$95,754
17			\$92,965	\$95,754	\$98,627
18					\$101,586

- 1 For rules and regulations regarding initial step and column placement upon the salary schedule refer to Article 17.2.1 of the Agreement.
- 2 For rules and regulations regarding step and column advancement on the salary schedule refer to Article 17.2.2 of the Agreement.
- 3 Unit members with an earned Doctorate will receive a stipend of \$5,000 per year.



**Exhibit B2**

**Imperial Community College District  
Salary Schedule for 194-Day (35 hour) Faculty 2015-2016  
Effective July 1, 2015 (3% increase)**

Step	A	B	C	D	E
	Less than a Master's	BA +30 Master's	MA + 15	MA + 30	MA + 45
1	\$50,616	\$55,310	\$62,252	\$64,120	\$66,044
2	\$52,136	\$56,969	\$64,120	\$66,044	\$68,024
3	\$53,699	\$58,678	\$66,044	\$68,024	\$70,065
4	\$55,310	\$60,438	\$68,024	\$70,065	\$72,167
5	\$56,969	\$62,252	\$70,065	\$72,167	\$74,332
6	\$58,678	\$64,120	\$72,167	\$74,332	\$76,562
7	\$60,438	\$66,044	\$74,332	\$76,562	\$78,859
8	\$62,252	\$68,024	\$76,562	\$78,859	\$81,225
9	\$64,120	\$70,065	\$78,859	\$81,225	\$83,662
10	\$66,044	\$72,167	\$81,225	\$83,662	\$86,171
11	\$68,024	\$74,332	\$83,662	\$86,171	\$88,756
12	\$70,065	\$76,562	\$86,171	\$88,756	\$91,419
13	\$72,167	\$78,859	\$88,756	\$91,419	\$94,162
14	\$74,332	\$81,225	\$91,419	\$94,162	\$96,987
15	\$76,562	\$83,662	\$94,162	\$96,987	\$99,897
16		\$86,171	\$96,987	\$99,897	\$102,893
17			\$99,897	\$102,893	\$105,980
18					\$109,159

- 1 For rules and regulations regarding initial step and column placement upon the salary schedule refer to Article 17.2.1 of the Agreement.
- 2 For rules and regulations regarding step and column advancement on the salary schedule refer to Article 17.2.2 of the Agreement.
- 3 Unit members with an earned Doctorate will receive a stipend of \$5,000 per year.

**Imperial Community College District  
Salary Schedule for 194-Day (35 hour) Faculty 2016-2017  
Effective July 1, 2016 (2% increase)**

Step	A	B	C	D	E
	Less than a Master's	BA +30 Master's	MA + 15	MA + 30	MA + 45
1	\$51,629	\$56,416	\$63,497	\$65,402	\$67,364
2	\$53,178	\$58,109	\$65,402	\$67,364	\$69,385
3	\$54,773	\$59,852	\$67,364	\$69,385	\$71,466
4	\$56,416	\$61,647	\$69,385	\$71,466	\$73,610
5	\$58,109	\$63,497	\$71,466	\$73,610	\$75,819
6	\$59,852	\$65,402	\$73,610	\$75,819	\$78,093
7	\$61,647	\$67,364	\$75,819	\$78,093	\$80,436
8	\$63,497	\$69,385	\$78,093	\$80,436	\$82,849
9	\$65,402	\$71,466	\$80,436	\$82,849	\$85,335
10	\$67,364	\$73,610	\$82,849	\$85,335	\$87,894
11	\$69,385	\$75,819	\$85,335	\$87,894	\$90,531
12	\$71,466	\$78,093	\$87,894	\$90,531	\$93,247
13	\$73,610	\$80,436	\$90,531	\$93,247	\$96,045
14	\$75,819	\$82,849	\$93,247	\$96,045	\$98,927
15	\$78,093	\$85,335	\$96,045	\$98,927	\$101,895
16		\$87,894	\$98,927	\$101,895	\$104,951
17			\$101,895	\$104,951	\$108,099
18					\$111,343

- 1 For rules and regulations regarding initial step and column placement upon the salary schedule refer to Article 17.2.1 of the Agreement.
- 2 For rules and regulations regarding step and column advancement on the salary schedule refer to Article 17.2.2 of the Agreement.
- 3 Unit members with an earned Doctorate will receive a stipend of \$5,000 per year.

## Exhibit B4

**Imperial Community College District  
Salary Schedule for 194-Day (40 hour) Faculty 2016-2017  
Effective July 1, 2016 (2% increase)**

Step	A	B	C	D	E
	Less than a Master's	BA +30 Master's	MA + 15	MA + 30	MA + 45
1	\$58,928	\$64,393	\$72,475	\$74,649	\$76,889
2	\$60,697	\$66,324	\$74,649	\$76,889	\$79,195
3	\$62,517	\$68,314	\$76,889	\$79,195	\$81,570
4	\$64,393	\$70,363	\$79,195	\$81,570	\$84,018
5	\$66,324	\$72,475	\$81,570	\$84,018	\$86,538
6	\$68,314	\$74,649	\$84,018	\$86,538	\$89,134
7	\$70,363	\$76,889	\$86,538	\$89,134	\$91,808
8	\$72,475	\$79,195	\$89,134	\$91,808	\$94,563
9	\$74,649	\$81,570	\$91,808	\$94,563	\$97,400
10	\$76,889	\$84,018	\$94,563	\$97,400	\$100,321
11	\$79,195	\$86,538	\$97,400	\$100,321	\$103,331
12	\$81,570	\$89,134	\$100,321	\$103,331	\$106,431
13	\$84,018	\$91,808	\$103,331	\$106,431	\$109,624
14	\$86,538	\$94,563	\$106,431	\$109,624	\$112,913
15	\$89,134	\$97,400	\$109,624	\$112,913	\$116,301
16		\$100,321	\$112,913	\$116,301	\$119,789
17			\$116,301	\$119,789	\$123,383
18					\$127,085

- 1 For rules and regulations regarding initial step and column placement upon the salary schedule refer to Article 17.2.1 of the Agreement.
- 2 For rules and regulations regarding step and column advancement on the salary schedule refer to Article 17.2.2 of the Agreement.
- 3 Unit members with an earned Doctorate will receive a stipend of \$5,000 per year.

**EXHIBIT B3****Salary and Benefit Agreement for 2015-2016 and 2016-2017:****Salary**

1. Salary Schedules for 2015-2016 to be increased by 3.00%. Salary schedules for 2016-2017 to be increased by 2.00%.
2. New Salary Schedule (Exhibit B4) for Student Services Project Directors and Coordinators, effective 2016-2017.
3. Unit Members who are employed as of June 30, 2015 will receive an off schedule one-time COLA payment of 2.00%. The COLA payment will be based on their 2014-2015 base annual salary and be issued as soon as practicable after Board ratification of this agreement.
4. Unit Members who are employed as of June 30, 2016 will receive an off schedule one-time COLA payment of 2.00%. The COLA payment will be based on their 2015-2016 base annual salary and be issued as soon as the funded COLA is received by the District.
5. The overload rate shall be as follows-effective the first day of the fall semester for each of the two (2) school years shown below:

Overload / Hourly Rates	2015-2016	2016-2017
	\$60.00	\$65.00

6. All faculty members will be placed on the new salary schedules listed in either (177-Day: Exhibit B1 (2015-16 and 2016-17); 194-Day, 35 hours/week: Exhibit B2 (2015-16 and 2016-17); or 194-Day, 40 hours/week: Exhibit B4 (2016-17). Any unit members who exceed the maximum of the new salary schedules will be frozen or "Y rated" at their current salary.

**Benefits**

1. The District agrees to continue paying the cost of medical and prescription insurance for employees only (and pre-65 retiree members) in the ICSVEBA plan at the Basic plan level. The ICSVEBA plan shall provide coverage at the Basic plan level, with the option to select the coverage in Mexico instead of the Basic plan without additional cost to the unit member. For those choosing to purchase Comprehensive level coverage or coverage for their spouse and/or qualified family members the District will offer an option that covers these costs (at the Basic, Comprehensive, or COB level) with a tiered contribution rate from the unit member as follows:

**Basic Rate**

<b>Contribution Option 1 (Basic Plan)</b>		
Emp Only	\$0.00	0
Emp + Child (ren)	\$25.00	\$300.00
Emp+ Sp	\$50.00	\$600.00
Emp + Family	\$50.00	\$600.00

OR

**Comprehensive Rate**

<b>Contribution Option 2 (Comprehensive Plan)</b>		
Emp Only	\$50.00	\$600.00
Emp + Child (ren)	\$75.00	\$900.00
Emp+ Sp	\$100.00	\$1,200.00
Emp + Family	\$100.00	\$1,200.00

OR

**MEXICO ONLY Rate**

<b>Contribution Option 3 (SIMNSA ONLY Plan)</b>		
Emp Only	\$0.00	\$0.00
Emp + Child (ren)	\$0.00	\$0.00
Emp+ Sp	\$0.00	\$0.00
Emp + Family	\$0.00	\$0.00

OR

**COB Rate**

<b>Contribution Option 4 (COB Plan)</b>		
Emp Only	\$0.00	\$0.00
Emp + Child (ren)	\$12.50	\$150.00
Emp+ Sp	\$25.00	\$300.00
Emp + Family	\$25.00	\$300.00

2. The District agrees to pay the cost of dental and optical insurance for employees and dependents as follows:
  - A. Dental Plan Maximum of \$2,000 for both PPO and Non-PPO.
  - B. Annual deductible for Non-PPO services is \$100.
3. The Standard Income Protection Plan will continue for unit members who are not vested in CalSTRS.
4. The District will continue to pay for the Employee Assistance Plan and a \$50,000 life insurance premium through ICSVEBA.

**EXHIBIT C****► 2015-2016 ◀**

<b>Academic Year Calendar 2015-2016</b>		
August	14	Faculty Service Day – Orientation
	17	Fall Semester 2015 Classes Begin
September	7	Holiday – Labor Day (campus closed)
November	11	Holiday – Veteran’s Day (campus closed)
	23-25	No Classes (campus open)
	26-28	Holiday – Thanksgiving (campus closed)
December	7-11	Final Exams Fall 2015 semester
	21-31	Winter Recess (campus closed)
January	1	Holiday – New Year’s Day (campus closed)
	5	Winter Session 2016 Classes Begin
	18	Holiday – Martin Luther King Jr. (campus closed)
February	5	Winter Session 2016 Classes End
	12	Holiday – Lincoln’s Birthday Observed (campus closed)
	15	Holiday – President’s Day (campus closed)
	16	Spring Semester 2016 Classes Begin
March-April	27-2	Spring Break (campus closed)
May	30	Holiday – Memorial Day (campus closed)
June	6-10	Final Exams Spring 2016 semester
	11	Faculty Service Day – Graduation
	20	Summer Session 2016 Begins
July	4	Holiday – Independence Day (campus closed)
	28	Summer Session 2016 Ends

**► 2016-2017 ◀**

<b>Academic Year Calendar 2016-2017</b>		
August	12	Faculty Service Day – Orientation
	15	Fall Semester 2016 Classes Begin
September	5	Holiday – Labor Day (campus closed)
November	11	Holiday – Veteran’s Day (campus closed)
	21-23	No Classes (campus open)
	24-26	Holiday – Thanksgiving (campus closed)
December	5-9	Final Exams Fall 2016 semester
	29-31	Winter Recess (campus closed)
January	2	Holiday – New Year’s Day Observed (campus closed)
	3	Winter Session 2017 Classes Begin
	16	Holiday – Martin Luther King Jr. (campus closed)
February	3	Winter Session 2017 Classes End
	13	Spring Semester 2017 Classes Begin
	17	Holiday – Lincoln’s Birthday Observed (campus closed)
	20	Holiday – President’s Day (campus closed)
April	16-22	Spring Break (campus closed)
May	29	Holiday – Memorial Day (campus closed)
June	5-9	Final Exams Spring 2017 semester
	10	Faculty Service Day – Graduation
	19	Summer Session 2017 Begins
July	4	Holiday – Independence Day (campus closed)
	27	Summer Session 2017 Ends

**EXHIBIT D**

**Faculty Evaluation Forms**  
**For Tenure Review**  
**And all other Faculty Evaluations**

**Evaluation Form A**

**IMPERIAL VALLEY COLLEGE  
INDIVIDUAL TENURE REVIEW COMMITTEE**

**TO:** Vice President for Academic Services/Vice President for Student Services

**FROM:** Individual Tenure Review Committee for \_\_\_\_\_

**SUBJECT: COMMITTEE COMPOSITION**

**INDIVIDUAL TENURE REVIEW COMMITTEE commencing** \_\_\_\_\_

\_\_\_\_\_ **Original Membership**

\_\_\_\_\_ **Revised Membership**

\_\_\_\_\_  
Chairperson Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Member

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Member

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Candidate

\_\_\_\_\_  
Signature



**Evaluation Form B**

**IMPERIAL VALLEY COLLEGE  
INDIVIDUAL TENURE REVIEW COMMITTEE  
EVALUATION AND RECOMMENDATIONS**

*This is to certify that the required procedures for Tenure Review have been completed for the following faculty member:*

Candidate \_\_\_\_\_ Date \_\_\_\_\_

Contract: \_\_\_\_\_ First \_\_\_\_\_ Second \_\_\_\_\_ Third

<b>Evaluation Checklist</b>	<b>Completed</b>		
1. Orientation Meeting with Candidate	_____	N/A	N/A
2. Candidate's Self-Assessment	_____	_____	_____
3. Observations by Committee	_____	_____	_____
4. Student Evaluations	_____	_____	_____
5. Evaluation of Duties & Responsibilities	_____	_____	_____
6. Post-observation Meeting with Candidate	_____	_____	_____

**Evaluation Summary and Recommendations (first or second contract):**

- \_\_\_\_\_ Exceeds Expectations: Committee recommends immediate tenure
- \_\_\_\_\_ Satisfactory: Committee recommends additional contract
- \_\_\_\_\_ Needs Improvement: Committee recommends addition contract with remediation
- \_\_\_\_\_ Unsatisfactory: Candidate not recommended for employment

**Evaluation Summary and Recommendations (third contract):**

- \_\_\_\_\_ Committee recommends tenure
- \_\_\_\_\_ Committee does not recommend candidate for employment

\_\_\_\_\_  
Chairperson Signature

\_\_\_\_\_  
Member Signature

\_\_\_\_\_  
Member Signature

\_\_\_\_\_  
Candidate Signature

\_\_\_\_\_ I wish to exercise my option to comment regarding any portion of the Tenure Review Evaluation and Recommendation Summary (attach separate page)

## Evaluation Form C

IMPERIAL VALLEY COLLEGE  
FACULTY SELF-ASSESSMENT**1. Effect on Students**

Describe the effects that you believe your instruction/counseling/librarianship has on students.

**2. Planned efforts for improving professional competency**

Comments may include but are not limited to such areas as classes taken, conferences, workshops, seminars, professional training, or informal learning experiences such as concerts, exhibits, performances, and site visits.

**3. State the degree to which you successfully completed the planned efforts stated in the previous self-assessment (if applicable).****4. College Activities**

List the college committee(s) on which you now serve or have recently served. Include your level of participation, including offices held, sub-committees, and special assignments. List any other activities you have participated in.

**5. Contribution to the Profession**

Comments may include but are not limited to the following: special assignments, performances given, exhibits presented, professional positions held, honors earned, educational materials or curriculum developed, or educational methods improved.

**6. Future Professional Objectives**

List any plans you have for your future development as a professional. How might the college facilitate these plans?

*Faculty Self-Assessments should include the Candidate's name, date of self-assessment, updated Vitae if applicable and contract year of self-assessment.*

**Evaluation Form D (optional)**

**IMPERIAL VALLEY COLLEGE  
EVALUATION PRE-OBSERVATION MEETING**

Name of Faculty Member: \_\_\_\_\_

Date of Observation: \_\_\_\_\_

Discipline: \_\_\_\_\_

Name of Evaluator: \_\_\_\_\_

1. Activity to be observed: \_\_\_\_\_
2. Topic of activity: \_\_\_\_\_
3. What is the objective of this observational period?
4. How will the faculty member determine if the objective was achieved?
5. What methods and/or materials will be used to achieve the objective?
6. The evaluator will be observing the following:
  1. Interaction with students;
  2. Organization and preparation;
  3. Techniques and methods;
  4. Effectiveness.

The evaluator will also be looking at relevant documentation such as the course syllabus, outline, assignment sheet, work objectives, to determine that the activity observed is appropriate to the environment.

Evaluation Form E

IMPERIAL VALLEY COLLEGE
CLASSROOM OBSERVATION FORM

Employee: \_\_\_\_\_ Semester: \_\_\_\_\_

Years of Teaching Experience at Imperial Valley College: \_\_\_\_\_

Date of Observation: \_\_\_\_\_ Evaluator: \_\_\_\_\_

I. Course and Subject Matter Being Taught: \_\_\_\_\_

II. Instructional Techniques Being Used(check all that apply):

- \_\_\_ lecture \_\_\_ discussion \_\_\_ audiovisual
\_\_\_ group activity \_\_\_ laboratory \_\_\_ combination
\_\_\_ individual student assistance \_\_\_ other

Comments: \_\_\_\_\_

Directions: Check the appropriate number for each item evaluated. Leave areas blank when no basis for evaluation has been provided during the classroom visitation. Comments should detail specific items in support of your numeric assignment.

- 5 = Exceeds Expectation 2 = Marginal
4 = Strong/Above Average 1 = Unsatisfactory
3 = Competent

III. Organization and Preparation for Teaching:

- A. Goals 1 2 3 4 5
[Clearly Stated or Written; relevant to larger goals; connected to other planned activities]
1. No apparent goal for the session
3. Some recognizable goals detected
5. Clearly defined goals

Comments: \_\_\_\_\_

- B. Organization of Lesson 1 2 3 4 5
[Organized progression from each activity to the next]
1. No evidence of prior preparation
3. Evidence of some preparation
5. Creative planning

**Evaluation Form E**

Page 2

Comments:

---



---



---

C. Classroom Management 1 2 3 4 5  
 [Use of classroom time; Punctuality and use of time and control of classroom]

- 1. The faculty member struggles to gain control of the class
- 3. Activities and order require effort by instructor
- 5. Class activities begin on time in an orderly matter

Comments:

---



---



---

D. Organization of Materials 1 2 3 4 5  
 [Materials support instruction]

- 1. Rambling and confusing
- 3. Discernible organizational pattern
- 5. Clearly organized, easy to follow pattern

Comments:

---



---



---

**IV. Teaching Effectiveness:**

A. Subject Matter Expertise 1 2 3 4 5  
 [Mastery of and currency in the subject being covered]

- 1. Instructor appears to be unprepared in the subject being covered
- 3. Instructor demonstrates an adequate understanding of the subject
- 5. Instructor demonstrates a broad mastery (knowledge) of the field

Comments:

---



---



---

**Evaluation Form E**

Page 3

B. Subject Matter 1 2 3 4 5  
[Master of teaching skills and strategies]

- 1. Techniques detract from accomplishing the class objectives
- 3. Techniques do not detract from accomplishing the class objectives
- 5. Techniques are appropriate to the objectives of the class.

Comments:

---



---



---

C. Presentation and Delivery 1 2 3 4 5  
[Awareness of demeanor, vocabulary and articulation]

- 1. Inaudible, lacks enthusiasm, relies too heavily upon notes
- 3. Generally clear and understandable, good vocabulary and voice
- 5. Clear, enthusiastic, well poised and direct, suitable vocabulary and voice

Comments:

---



---



---

**V. Student Relationship:**

A. Student Attention and Involvement 1 2 3 4 5  
[Evidence of active engagement and participation by students]

- 1. Little student involvement evident
- 3. Some student involvement evident
- 5. Meaningful and active student involvement

Comments:

---



---



---

**Evaluation Form E**

Page 4

- B. Learning Environment 1 2 3 4 5  
 [Creates an environment conducive to Learning]
1. Apparent negative attitude toward students
  3. Is helpful to students when called upon
  5. Seeks ways to be of assistance to students

Comments:

---



---



---

Evaluation Summary:

---



---



---



---

Candidate	Signature	Date
Evaluator	Signature	Date
Dean or Designee	Signature	Date
VP for Academic Services	Signature	Date

*Date Form Completed:* \_\_\_\_\_

## Evaluation Form F

**IMPERIAL VALLEY COLLEGE  
COUNSELING OBSERVATION FORM**

Counselor: \_\_\_\_\_ Semester: \_\_\_\_\_

Years of Counseling Experience at Imperial Valley College: \_\_\_\_\_

Date of Observation: \_\_\_\_\_ Evaluator: \_\_\_\_\_

**Scoring:**      NA = Not Applicable                      2 = Fair                      4 = Good  
                     1 = Needs Development                      3 = Competent                      5 = Exceeds Standards

	NA	1	2	3	4	5
Is prepared with appropriate materials for counseling session.						
Makes effective use of time in counseling session (e.g., logical flow, finishes within time allotted, etc.)						
Eliminates distractions during session (e.g., phone, interruptions, etc.)						
Demonstrates rapport building efforts (e.g., non-verbal behaviors, greeting students, providing privacy, awareness of and sensitivity to issues pertaining to cultural diversity)						
Demonstrates effective communications skills (e.g., active listening, accurate feedback, etc.)						
Assists students in the process of making decisions regarding academic and career goals.						
Determines student needs in terms of information (what do they know, what do they need to know, etc.)						
Demonstrates ability to meet student needs in a crisis situation (e.g., has ability to remain calm, assesses immediacy of the situation and responds appropriately, etc.)						
Interviews students to assess personal and academic strengths and weaknesses.						
Solicits student feedback regarding effectiveness of session.						
Reviews and interprets testing scores to facilitate advisement (e.g., determines appropriate placement, determines career options, etc.)						
Reviews and evaluates academic records to (1) determine status and/or (2) to determine course equivalencies.						
Actively listens and checks for understanding.						
Acknowledges feedback, then responds accordingly.						
Provides feedback.						
Demonstrates knowledge of academic counseling as it pertains to transfer or occupational programs.						
Assists students in filling out a variety of forms.						
Utilizes academic counseling resources and is knowledgeable on existing resource/reference tools (e.g., ASSIST, SARS, DegreeWorks, CSU Mentor, UC Pathways, College Source, etc.)						
<b>Overall Ranking (only one score, please):</b>						



**Evaluation Form F**  
Page 2

**Summary Comments:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

_____ Candidate	_____ Signature	_____ Date
_____ Evaluator	_____ Signature	_____ Date
_____ Dean or Designee	_____ Signature	_____ Date
_____ VP for Student Services	_____ Signature	_____ Date

*Date Form Completed:* \_\_\_\_\_

**Evaluation Form G**

**IMPERIAL VALLEY COLLEGE  
EVALUATION OF DUTIES AND RESPONSIBILITIES  
LIBRARIANS**

**Scoring:**      NA = Not Applicable                      2 = Fair                      4 = Good  
                       1 = Needs Development                    3 = Competent             5 = Exceeds Standards

Employee: \_\_\_\_\_ Semester: \_\_\_\_\_

		<i>Mark Appropriate Response</i>					
I.	<b>Performance of professional responsibilities:</b>	NA	1	2	3	4	5
	A. Performs specific duties as directed						
	B. Participates in regular improvement of area						
	C. Posts and maintains regular office hours						
	D. Conducts workshops or training						
	E. Participates in the development, assessment, and evaluation of student learning outcomes/services area outcomes as appropriate						
	F. Attends optional professional organization activities						
Comments:							

		<i>Mark Appropriate Response</i>					
II.	<b>Performance of departmental and campus duties:</b>	NA	1	2	3	4	5
	A. Attends appropriate division, department, or office meetings						
	B. Serves on campus committee(s)						
	C. Other departmental or campus duties						
Comments:							

\_\_\_\_\_  
Evaluator

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Date Form Completed: \_\_\_\_\_







Evaluation Form K

IMPERIAL VALLEY COLLEGE  
LIBRARIAN OBSERVATION FORM

Employee: \_\_\_\_\_ Semester: \_\_\_\_\_

Years of Librarian Experience at Imperial Valley College: \_\_\_\_\_

Date of Observation: \_\_\_\_\_ Evaluator: \_\_\_\_\_

1. Conducts reference interview and follow-up 1 2 3 4 5

Comments:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Knows and follows Reference Desk and Library policies 1 2 3 4 5

Comments:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Acts in a manner that encourages patrons to ask questions 1 2 3 4 5

Comments:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Exhibits knowledge of reference sources, continues to develop knowledge of collections and resources 1 2 3 4 5

Comments:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Exhibits teamwork regarding reference requests and library operations 1 2 3 4 5

Comments:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Evaluation Form K**  
page 2

**Summary Comments:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Candidate Signature Date

\_\_\_\_\_  
Evaluator Signature Date

\_\_\_\_\_  
Dean or Designee Signature Date

\_\_\_\_\_  
VP for Academic Services Signature Date

*Date Form Completed:* \_\_\_\_\_

**Evaluation Form L**

**IMPERIAL VALLEY COLLEGE  
NON-CLASSROOM FACULTY OBSERVATION FORM**

Employee: \_\_\_\_\_ Semester: \_\_\_\_\_

Years of Faculty Experience at Imperial Valley College: \_\_\_\_\_

Date of Observation: \_\_\_\_\_ Evaluator: \_\_\_\_\_

**Summary Comments:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Candidate Signature Date

\_\_\_\_\_  
Evaluator Signature Date

\_\_\_\_\_  
Dean or Designee Signature Date

\_\_\_\_\_  
VP for Academic Services Signature Date

*Date Form Completed:* \_\_\_\_\_



## Evaluation Form M

**IMPERIAL VALLEY COLLEGE  
STUDENT EVALUATION OF TEACHER FORM**

Instructor: \_\_\_\_\_ Course: \_\_\_\_\_

One of the major responsibilities of the college is to promote good teaching standards among the faculty. Students are among the best qualified to judge an instructor's teaching effectiveness and to offer suggestions for improvement.

Please take the time to provide feedback for your instructor in this course. Evaluate both the course and the instructor by using this form. These evaluations are completely confidential. Please be thoughtful and candid in your responses.

<b>The Course:</b>	Poor	Below Average	Average	Good	Excellent
1. Provides an accurate syllabus with a reading schedule					
2. Defines Student Learning Outcomes as noted in the class syllabus					
3. Explanation of grading policies and expectations for the course					
4. Organization and clarity of lectures					
5. Clarity and appropriateness of tests to subject matter					
6. Fairness of grading					
7. Clarity of assignments					

<b>The Instructor:</b>	Poor	Below Average	Average	Good	Excellent
8. Showed an interest in the subject					
9. Encouraged students to ask questions and participate in class discussions					
10. Encouraged individual thinking and differences of opinion					
11. Spoke clearly					
12. Clarity of assignments					
13. Was accessible for individual conferences and office hours					
14. Was interested in and respectful to students					
15. Convened and dismissed class on time					
16. Explained difficult parts of the material clearly					
17. Was reasonably prompt in returning student papers					
18. Would you recommend this instructor to a student like yourself?	Yes			No	

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date Form Completed: \_\_\_\_\_

**Evaluation Form N**

**IMPERIAL VALLEY COLLEGE  
STUDENT EVALUATION OF COUNSELOR FORM**

Counselor: \_\_\_\_\_ Date: \_\_\_\_\_

Please answer the following questions. Your honest answers will help improve counseling services to all students.

	Poor	Below Average	Average	Good	Excellent
1. Please rate the level of interest and concern shown by the counselor for your questions and/or concerns.					
2. Please rate the level of knowledge demonstrated by the counselor about your academic interest or problem.					
3. Please rate your counselor's ability to explain your options and/or answer your questions in a way which you understood.					
4. Please rate your overall satisfaction with this counselor.					

	<i>Circle Yes or No</i>	
5. Did you receive prompt and courteous service from your counselor?	Yes	No
6. Were all of your questions answered when you met with the counselor	Yes	No
7. Did the counselor provide information on various options available to you in reaching your educational goal(s)?	Yes	No
8. Would you choose to see this counselor again?	Yes	No

9. What suggestions would you make to improve counseling services to students?


Date Form Completed: \_\_\_\_\_

**Evaluation Form O**

**IMPERIAL VALLEY COLLEGE  
STUDENT EVALUATION OF LIBRARIAN FORM**

Librarian: \_\_\_\_\_ Date: \_\_\_\_\_

Thank you for taking the time to circle your answers and give us any anonymous feedback that will improve our library orientation and training sessions.

	Agree	Neutral/ Undecided	Disagree
1. The instructor met the class on time, was enthusiastic, and used the allocated time effectively.			
2. The instructor's presentation style held my interest and was appropriate for the situation.			
3. The instructor was well-prepared for the orientation and knew the subject.			
4. The instructor adapted to changing situations during the orientation, answered questions, and made students feel welcome.			
5. The instructor included learning methods such as hands-on searching of databases that helped me understand how to use the library and its resources.			
6. The online database I think I will find most useful is a. EBSCOhost b. ProQuest c. Opposing Viewpoints in Context d. Other: _____			

7. What were the strengths of the orientation/instruction? What did you like best?

---



---

8. What were the weaknesses in the orientation/instruction? What did you dislike, and do you have any suggestions?

---



---

Date Form Completed: \_\_\_\_\_

**Evaluation Form P**

**IMPERIAL VALLEY COLLEGE  
STUDENT EVALUATION OF NON-CLASSROOM INSTRUCTOR**

Instructor: \_\_\_\_\_ Date: \_\_\_\_\_

Please answer the following questions. Your honest answers will help improve services to all students.

	Poor	Below Average	Average	Good	Excellent
1. Please rate the level of interest and concern shown by the instructor for your questions and/or concerns.					
2. Please rate the level of knowledge demonstrated by the instructor about your academic interest or problem.					
3. Please rate the instructor's ability to explain your options and/or answer your questions in a way which you understood.					
4. Please rate your overall satisfaction with this instructor.					

	<i>Circle Yes or No</i>	
5. Did you receive timely and accurate information?	Yes	No
6. Were all of your questions answered adequately?	Yes	No
7. Did the instructor provide information on other services available to you from this department?	Yes	No
8. Would you recommend the services of this instructor to others?	Yes	No

9. Other comments or suggestions?

Date Form Completed: \_\_\_\_\_



**EXHIBIT E**

**Contract Grievance Forms**



**GRIEVANCE LEVEL TWO: Appeal to the Chief Human Resources Officer**

If the alleged grievance is not resolved at the informal level, the grievant may within ten (10) workdays of the informal meeting submit a formal, written grievance to the Chief Human Resources Officer.

Within ten (10) workdays of the filing of the formal, written grievance, the grievant and the Chief Human Resources Officer shall meet in an attempt to resolve the alleged grievance. There will be no meetings during school recess periods unless mutually agreed upon by the grievant and the District.

**Article(s) and Section(s) of Contract Allegedly Violated:**

**Statement of Facts:** (please include as much specific and detailed information as possible)

**Relief Requested:** (please include specific relief (financial or other) requested)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature of Grievant)

\_\_\_\_\_  
(Name of Grievant)

**Delivered to** Chief Human Resources Officer

**Received By** \_\_\_\_\_ **Date** \_\_\_\_\_

The Chief Human Resources Officer shall have ten (10) workdays after the formal meeting in which to render a written decision to the grievant.

Decision of Chief Human Resources Officer: Attached separately (to include date delivered to Grievant and CTA Representative).



**GRIEVANCE LEVEL THREE: Appeal to Superintendent/President**

If the grievance is not resolved at level two, or if the Chief Human Resources Officer has not rendered a decision within the ten (10) workday time limit, the grievant may appeal the decision in writing to the Superintendent/President within ten (10) work days of receipt of the written decision or within ten (10) work days of the expiration of the Level Two time limit if no decision has been rendered.

Within ten (10) workdays of the filing of the appeal to Level Three, the grievant and the Superintendent/President shall meet in an attempt to resolve the alleged grievance. There will be no meetings during school recess periods unless mutually agreed upon by the grievant and the District.

Please include all documentation submitted in Level Two and include the decision of the Chief Human Resources Officer

**Delivered to Superintendent/President**

**Received By** \_\_\_\_\_ **Date** \_\_\_\_\_

**Reason for Appeal:** (describe here in as much detail as possible why you believe the Level Two decision was incorrect and should be reversed)

**Signature of Grievant or CTA Representative** \_\_\_\_\_

The Superintendent/President shall have ten (10) workdays after the meeting in which to render a decision to the grievant.

**Decision of Superintendent/President:** Attached separately (to include date delivered to Grievant and CTA Representative).

**GRIEVANCE LEVEL FOUR: Appeal to Board of Trustees**

If the grievance is not resolved at level three, or if the Superintendent/President has not rendered a decision within the ten (10) workday time limit, the grievant may appeal the decision in writing to the Board of Trustees within ten (10) workdays of receipt of the decision or of the expiration of the Level Three time limit if no decision has been rendered.

After receipt of the appeal, the matter will be set for hearing at the next regularly scheduled Board of Trustees meeting for which it can be properly placed on the agenda. There will be no meetings during school recess periods unless mutually agreed upon by the grievant and the District. At the discretion of the grievant, the hearing on the appeal may be held either in public or in closed session. The grievant and any representatives shall have the opportunity to testify and present evidence and witnesses at the hearing.

Please include all documentation submitted in Levels Two and Three and include the decisions of the Chief Human Resources Officer and of the Superintendent/President

**Delivered to Board of Trustees (by delivery to the Executive Secretary of the Superintendent/President):**

**Received By** \_\_\_\_\_ **Date** \_\_\_\_\_

**Reason for Appeal:** (describe here in as much detail as possible why you believe the Level Three decision was incorrect and should be reversed)

**Signature of Grievant or CTA Representative** \_\_\_\_\_

Within five (5) workdays of this hearing, the Board of Trustees will deliver to the grievant its written decision in regard to the grievance.

**The decision by the Board of Trustees is final.**

## Memorandum of Understanding

This Memorandum of Understanding is entered into between the Imperial Community College District (District) and the Imperial Valley College Chapter of the Community College Association/California Teachers Association/National Education Association (Association) and applies only to the 2016-17 Academic Year.

WHEREAS, the District has entered into Memorandums of Understanding with the California Department of Corrections and Rehabilitation (CDCR) to develop and implement a pilot program for offering college classes at Centinela State Prison and Calipatria State Prison beginning in Fall 2016 (MOUs attached); and

NOW, THEREFORE, the District and Association agree to the following with respect to the District's implementation of the pilot prison program:

1. Unit members will not be required to accept any assignment at either prison.
2. Instructional assignments will be taught on an overload basis, and not be part of the unit member's contract load. This assignment will be paid at the current overload rate.
3. Teaching faculty members should hold at least one half hour and no more than one hour of their four required office hours each week at the prison.
4. Non-teaching unit members who volunteer to provide services at either prison will do so as part of their normal contract load and will, under normal circumstances, not be required to be at the prison site for longer than their standard workday.
5. As the procedures at both prisons require the passing through of many check points, handling of keys, and picking up and returning emergency signal devices, as well as the picking up of and returning of the facility's "chit" at a separate location from the classroom, all of which take additional time beyond the normal classroom prep and beyond the normal arrival/departure time for typical teaching duties, the faculty member will be compensated for an amount equal to one half hour of the current overload rate regardless of the actual time taken. The unit member shall keep track of this extra time during the semester and submit documentation to the District at the end of each month for an extra duty payment.
6. Prior to beginning their assignments, all unit members who have chosen to provide services at the prisons will be required to participate in training conducted by the CDCR, and will be compensated by the District at the current overload rate for such training.
7. Unit members who provide services are required to comply with established laws, regulations, and rules governing Centinela and Calipatria State Prisons including those set forth by the Department of Corrections. This includes fingerprinting, background checks, and limitations on the types of materials that can be brought into the prisons.
8. Evaluations completed or conducted by prison staff of the faculty member are for the use of that specific facility and will not be used for regular District evaluations of the unit member's performance.
9. Prison officials reserve the right to terminate a unit member's service at any time during a teaching or non-teaching assignment if the unit member is found to be in violation of prison rules and regulations, or if services are not being provided in a manner appropriate to the incarcerated student population. Only in such cases where the cause for termination of services also violates District policies and procedures could such assignment termination be grounds for District

employee discipline procedures. The unit member will be paid only for services that were provided prior to the termination.

- 10. In the unlikely event of a lockdown or other similar situation requiring the teaching unit member to remain at the prison facility beyond the time allotted to the class session, the unit member will be compensated by the District for the additional time at the current overload rate. The unit member shall keep track of any such extra time during the semester and submit the documentation to the District at the end of each month for an extra duty payment.
- 11. Unit members who provide services at the prisons other than instructional services, as outlined in the MOU signed by the District and CDCR, and who are required to stay at the prisons for a period of time that would increase their total work day to greater than seven or eight hours (depending on the classification of the unit member), shall be compensated for that extra time at the current overload rate. The unit member shall keep track of any such extra time during the semester and submit the documentation to the District at the end of each month for an extra duty payment.
- 12. Due to the unique requirements of this program and the voluntary participation in this program by unit members, the normal course assignment procedures, including seniority selection of classes will not apply. If there is more than one unit member within a teaching discipline or counseling area who have qualified to provide services at a prison site, then assignment will be based upon seniority. Full time faculty who qualify to provide services at the prison and wish to do so, will have priority over part time faculty for assignments.
- 13. Unit members, who are required to travel between Imperial Valley College and either prison to teach class or provide services, will be compensated a flat rate of \$21.60 for services rendered at Centinela State Prison and \$32.40 for services rendered Calipatria State Prison. A unit member who travels only between their home and a prison site will not be entitled to compensation for their mileage. The unit member will keep a trip log with dates and mileage, supported by documentation, which will be turned in at the end of each month for mileage compensation.
- 14. All other provisions of the Association contract not modified herein remain in force and are applicable to the unit member's assignment at the prison.

This MOU represents a collectively bargained agreement between representatives from Association and the District, both of whom have the proper authority to enter into a binding agreement subject to ratification by the bargaining unit membership and the Governing Board. This MOU will be attached as an appendix to the parties' collective bargaining agreement.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2016, at Imperial, California.

**IMPERIAL COMMUNITY COLLEGE DISTRICT**

**IVC CHAPTER CCA/CTA/NEA**

\_\_\_\_\_  
Victor Jaime, Superintendent/President

\_\_\_\_\_  
Mary-Jo Wainwright, President

## Memorandum of Understanding

This Memorandum of Understanding is entered into between the Imperial Community College District (District) and the Imperial Valley College Chapter of the Community College Association/California Teachers Association/National Education Association (Association) and applies only to the 2016-17 Academic Year.

WHEREAS, the District has entered into Memorandums of Understanding with the California Department of Corrections and Rehabilitation (CDCR) to develop and implement a pilot program for offering college classes at Centinela State Prison and Calipatria State Prison beginning in Fall 2016 (MOUs attached); and

NOW, THEREFORE, the District and Association agree to the following with respect to the District's implementation of the pilot prison program:

1. Unit members will not be required to accept any assignment at either prison.
2. Instructional assignments will be taught on an overload basis, and not be part of the unit member's contract load. This assignment will be paid at the current overload rate.
3. Teaching faculty members should hold at least one half hour and no more than one hour of their four required office hours each week at the prison.
4. Non-teaching unit members who volunteer to provide services at either prison will do so as part of their normal contract load and will, under normal circumstances, not be required to be at the prison site for longer than their standard workday.
5. As the procedures at both prisons require the passing through of many check points, handling of keys, and picking up and returning emergency signal devices, as well as the picking up of and returning of the facility's "chit" at a separate location from the classroom, all of which take additional time beyond the normal classroom prep and beyond the normal arrival/departure time for typical teaching duties, the faculty member will be compensated for an amount equal to one half hour of the current overload rate regardless of the actual time taken. The unit member shall keep track of this extra time during the semester and submit documentation to the District at the end of each month for an extra duty payment.
6. Prior to beginning their assignments, all unit members who have chosen to provide services at the prisons will be required to participate in training conducted by the CDCR, and will be compensated by the District at the current overload rate for such training.
7. Unit members who provide services are required to comply with established laws, regulations, and rules governing Centinela and Calipatria State Prisons including those set forth by the Department of Corrections. This includes

- fingerprinting, background checks, and limitations on the types of materials that can be brought into the prisons.
8. Evaluations completed or conducted by prison staff of the faculty member are for the use of that specific facility and will not be used for regular District evaluations of the unit member's performance.
  9. Prison officials reserve the right to terminate a unit member's service at any time during a teaching or non-teaching assignment if the unit member is found to be in violation of prison rules and regulations, or if services are not being provided in a manner appropriate to the incarcerated student population. Only in such cases where the cause for termination of services also violates District policies and procedures could such assignment termination be grounds for District employee discipline procedures. The unit member will be paid only for services that were provided prior to the termination.
  10. In the unlikely event of a lockdown or other similar situation requiring the teaching unit member to remain at the prison facility beyond the time allotted to the class session, the unit member will be compensated by the District for the additional time at the current overload rate. The unit member shall keep track of any such extra time during the semester and submit the documentation to the District at the end of each month for an extra duty payment.
  11. Unit members who provide services at the prisons other than instructional services, as outlined in the MOU signed by the District and CDCR, and who are required to stay at the prisons for a period of time that would increase their total work day to greater than seven or eight hours (depending on the classification of the unit member), shall be compensated for that extra time at the current overload rate. The unit member shall keep track of any such extra time during the semester and submit the documentation to the District at the end of each month for an extra duty payment.
  12. Due to the unique requirements of this program and the voluntary participation in this program by unit members, the normal course assignment procedures, including seniority selection of classes will not apply. If there is more than one unit member within a teaching discipline or counseling area who have qualified to provide services at a prison site, then assignment will be based upon seniority. Full time faculty who qualify to provide services at the prison and wish to do so, will have priority over part time faculty for assignments.
  13. Unit members, who are required to travel between Imperial Valley College and either prison to teach class or provide services, will be compensated a flat rate of \$21.60 for services rendered at Centinela State Prison and \$32.40 for services rendered Calipatria State Prison. A unit member who travels only between their home and a prison site will not be entitled to compensation for their mileage. The unit member will keep a trip log with dates and mileage, supported by

documentation, which will be turned in at the end of each month for mileage compensation.

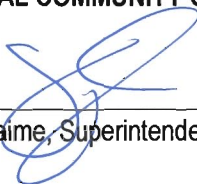
14. All other provisions of the Association contract not modified herein remain in force and are applicable to the unit member's assignment at the prison.

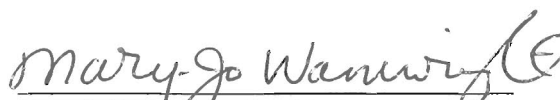
This MOU represents a collectively bargained agreement between representatives from Association and the District, both of whom have the proper authority to enter into a binding agreement subject to ratification by the bargaining unit membership and the Governing Board. This MOU will be attached as an appendix to the parties' collective bargaining agreement.

Executed this 25 day of May, 2016, at Imperial, California.

IMPERIAL COMMUNITY COLLEGE DISTRICT

IVC CHAPTER CCA/CTA/NEA

  
\_\_\_\_\_  
Victor Jaime, Superintendent/President

  
\_\_\_\_\_  
Mary-Jo Wainwright, President