

Tentative Agreement Between
IVC/CCA/CTA/NEA and Imperial Community College District
December 16, 2015
Collective Bargaining Agreement 2015-2017

The current collective bargaining agreement (CBA) shall remain status-quo with the exception of the following:

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. ~~upon request.~~

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. In no event will there be fewer than two (2) such meetings per semester.~~

The Association shall have the right ~~to place items upon the agenda, and/or~~ 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.

2.7 Posting/Distribution of Agreement

The District will compile ~~50~~ 30 paper copies of the CBA (contract) for the association and also post/maintain the CBA electronically within 45 days of ratification.

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.

~~Reasonable reassigned time shall be granted Association representatives for the purposes of negotiations and the administration of 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 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 ~~ten (10) month (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 seventy-two (72) hours of contract sick leave per fiscal year where each hour consist of 60 minutes. For unit members who are on 194-day/35 hour contracts ~~twelve (12) month (194-Day) 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 consist 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 ~~40 month~~ 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)

6.1.2.2 — Extra Duty Sick Leave

~~In order to maintain consistency with the overload sick leave policy described above in section 6.1.2.1, unit members with extra duty contracts will be authorized extra duty paid sick leave equal to one (1) hour for each one (1) hour of extra duty time assigned per semester or per one-half of the fiscal year.~~

~~For unit members on 194-Day contracts, extra duty sick leave shall be granted and made available on July 1 and January 1. For unit members on 177-day contracts, extra duty sick leave shall be granted on the first contract day of the fall and spring semesters.~~

~~Hours of extra duty sick leave assigned during the first half of the year or in the fall semester of the academic year may be carried over and used during the second half of the fiscal year, or during the spring semester of the academic year, if the extra duty contract has a duration of one full fiscal or academic year. However, in all circumstances, hours of extra duty sick leave granted but not used in one fiscal year may not be carried into subsequent fiscal years.~~

~~Example 1: A unit member with an extra duty contract of five (5) hours per week for the entire fiscal year shall receive five (5) hours of extra duty sick leave on July 1 of the fiscal year and shall receive an additional five (5) hours of extra duty sick leave on January 1 of the fiscal year.~~

6.1.2.32 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.

6.1.2.43 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.

6.1.2.54 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.

6.1.4.1 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 ~~10:15 a.m. to 11:40 a.m.~~ 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 11:520 a.m. to 12:45 p.m. and from 2:00 p.m. to 4:30 p.m. ~~1:30 p.m. – 2:55 p.m.~~, and an office hour from 4:45 p.m. – 5:30 p.m. ~~3:00 p.m. – 3:45 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
 6 (.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

6.1.4.4 Non-teaching Assignments

For non-teaching assignments, 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.

~~Additional sick leave can only be applied to the appropriate category of employment. Extra duty sick leave can only be applied to extra duty contract hours.~~

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 ~~45:00 p.m.~~, with a one-hour lunch break, or for 78

hours, ~~which included 1 extra-duty hour.~~ The faculty member would use sick leave of 7 contract hours. ~~and 1 extra-duty hour.~~

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. ~~six (6) hours of leave.~~

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, ~~or thirty-six (36) hours for 177-day faculty, forty-two (42) hours for 194-Day faculty~~ 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. ~~six (6) hours of leave.~~

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.

~~Every unit member will be allocated two days of leave each year to use in approved staff development activities, with the prior approval of the District. The purpose of this leave is to encourage faculty to participate in meaningful outside conferences and workshops that support professional growth and development of the unit member's skills and knowledge.~~

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.

ARTICLE 10 EVALUATION OF FACULTY MEMBERS

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.

10.4.2 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.

10.5 Evaluation Procedure

10.5.5 Faculty Member's Self-Assessment

The faculty member being evaluated will, ~~at his/her discretion,~~ 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

Student evaluations should be completed using the standard student evaluation forms that are part of this agreement (forms M, N, O, and P), ~~or utilizing a form developed by the unit member which elicits similar, relevant information.~~

No student evaluations ~~or references thereto~~ 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, ~~and collecting the forms after students have had sufficient time to complete them before sealing the completed forms in an envelope.~~ 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.

10.5.8 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, ~~if applicable~~.

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 ~~the 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 ~~or references thereto~~, 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 evaluation~~ 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 evaluation~~ 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.

10.6.2.1 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-~~evaluation~~ observation conference. If the conference is held, its purpose shall be to discuss, ~~ascertain, and identify the ingredients and objectives~~ 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.

10.6.2.4 Faculty Member's Self-Assessment

The faculty member being evaluated will, ~~at his/her discretion,~~ 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.

10.6.2.5 Student Assessment of Faculty Member

Student evaluations should be completed using the standard student evaluation forms that are part of this agreement (forms M, N, O, and P); ~~or utilizing a form developed by the unit member which elicits similar, relevant information.~~

No student evaluations ~~or references thereto~~ 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.

10.6.2.5.1 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 are ensured, ~~and collecting the forms after students have had sufficient time to complete them before sealing the completed forms in an envelope.~~ 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, ~~if applicable.~~

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.

10.7 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 12 GRIEVANCE PROCEDURES

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.

12.3.2 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.

12.4.1 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 Policy Grievance

~~If the grievance involves District-wide policy, practice or interpretation of this agreement, the grievance may be submitted at Level Two.~~

12.4.3 12.4.2 Mediation

Prior to submission of a grievance to advisory arbitration ~~Level Two~~, 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.

12.5.1 Level One-Informal

Within ~~twenty (20)~~ 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) five (5)~~ 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) five (5)~~ 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) five (5)~~ 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) five (5)~~ 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

13.2.2 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.

ARTICLE 14 CONTRACT YEAR, CALENDAR and PAY WARRANTSError! Bookmark not defined.

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 ten (10) month, or~~ a 177-Day contract.

The contract year for all teaching faculty bargaining unit members who are ~~designated as Department Chairs 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 twelve (12) month, or~~ 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 ~~twelve (12) month, or~~ 194-Day contract.

14.2.1 Contract Pay Warrants

All unit members on 177-Day ~~ten (10)~~ month contracts shall receive a contract pay warrant for 1/1 ~~10~~th of their contract amount on the last working day of each month.

All unit members on ~~twelve (12) month~~ 194-Day contracts shall receive a

contract pay warrant for 1/12th of their contract amount on the last working day of each month of the year.

14.2.2 Overload and Stipends, and Extra Duty 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, ~~and extra duty pay~~ 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 extra duty performed during the first month of a semester will be paid on the 10th of the following month, or on the last working day preceding the 10th should the 10th fall on a weekend or holiday.

~~All non-teaching faculty unit members shall be paid for their extra duty contract hours for each academic year in twelve (12) equal monthly payments.~~

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 to ~~determine~~ 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.

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/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)

The normal workload for all non-teaching faculty, including but not limited to counselors and librarians, shall be one hundred and ninety-four (194) service workdays per fiscal year, where each service workday 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 work and non-service work 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 workdays 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 off-duty non-service days, with the total number of service workdays scheduled equal to one hundred ninety-~~ninefour~~ (499 194). It is understood that the unit member must schedule at least one service workday 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 workdays, 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)

The normal workload for all non-teaching faculty, 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 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 workdays 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. ~~, which must be spread~~ 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 15.58 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.

15.3.3 Contract Load for 194-Day Teaching Faculty

Teaching faculty who are designated as Department Chairs, ~~Distance Education Coordinator~~ E.M.S. Coordinator, POST Coordinator, and Athletic Director are ~~twelve (12) month, or~~ 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 workdays at the start of each fiscal year through mutual agreement with the Vice President for Academic Services, or designee.

194-Day Teaching Faculty are required to designate as service workdays five (5) days per week of the instructional days during the fall and spring semesters, excluding official holidays, and including the two (2) faculty service days of orientation and graduation. These service workdays would normally be Monday through Friday, though Saturday may be designated as a service workday with approval. These thirty-two (32) weeks of five (5) days per week and six (6) hours per day of the fall and spring semesters, excluding official holidays, and including the faculty service days are defined as meeting 177 days of the contract commitment.

In addition, the 194-Day teaching faculty are required to designate ~~seventeen (17) twenty-two (22)~~ days of six (6) hours per day in each fiscal year as additional service workdays. These additional service workdays may not fall during the fall and spring semesters designated above as required service

~~workdays. 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. On days where the unit member is being paid for teaching duties during winter intersession or summer session, they may choose to designate up to one-third (1/3) day as an additional service workday, up to a combined maximum of twelve (12) days.~~ The 194-Day teaching faculty may designate as additional service workdays, days on which the campus is officially closed (holidays or winter or spring recess) with the approval of the Vice President for Academic Services, or designee. It is understood that the 194-Day teaching faculty must schedule at least one full workday in each calendar month of the year.

Once the required service workdays and the additional service workdays 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 workdays 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 workdays, 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.

15.5 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.

~~Each committee has a different meeting frequency and duration. Unit members who are teaching faculty should determine in advance that the committee of which s/he is~~

~~a member meets at a time that does not conflict with scheduled class or office hours, as unit members will generally not be excused from these duty assignments to attend committee meetings.~~

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 Committee of the Association or as an Association Negotiator is also recognized as fulfilling the committee requirement of the 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) ~~ten (10)~~ 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 maybe 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 be assigned a schedule that meets over four (4) days and a course is cancelled for reasons beyond the unit member's control, which leaves the unit member with a contract load that extends for only three days, the Vice President for Academic Services shall make every effort to find a substitute course which will allow the faculty member to make a four (4) or five (5) day schedule with contract load. However, if there are no sections assigned to part-time instructors, or as full-time instructor overload, or other courses that could be added to replace the cancelled course, and the District elects not to create such a course, there shall be no penalty to the unit member.~~

15.11 Distance Education

Unit members may teach online courses ~~in distance education, or online, format~~ as part of their normal contract load, ~~upon the approval of the appropriate Department Chairperson and the Vice President for Academic Services.~~ In order to teach online courses, Distance education courses require the instructor to must complete three ~~two~~ online courses in ~~and~~ instructional technology as prescribed by Imperial Valley College. ~~The~~ Distance Education courses shall be ~~credited and paid to instructor load or overload~~ 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 ~~hour's~~ 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 ~~in distance education, or~~ online, ~~format upon the approval of the appropriate department chairperson and the Dean in the appropriate service area,~~ 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 assignments be completed a year in advance of the targeted semester. In order to permit some assignment flexibility for unit members, the District shall allow unit members to select overload class(es) no later than 95 calendar days prior to the beginning of the fall or spring semester respectively in order to obtain or increase the unit member's overload assignment. Once class(es) have been assigned by the end of the fall and/or spring semester, unit members shall not be entitled to bump a part-time faculty member in order to obtain an overload assignment. The Vice President for Academic Services and/or Dean may choose to offer un-staffed sections as additional overload sections to unit members, or 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. By written request and with the discretionary approval of the Vice President for Academic Services a unit member

~~may teach up to 12 overload units in any given semester.~~

~~Divisions or departments, if it is deemed to be academically necessary, may elect to limit the amount of overload available to all unit members in that division or department, but such limitation cannot be less than three (3) overload lecture units or the equivalent. If the division or department chooses to make such a limitation it must be made with the agreement of a majority of the unit members in that division or department. A letter, explaining the academic reasons for such limitation, must be sent to the Vice President for Academic Services, the Association and to the Curriculum Committee for approval.~~

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~~division~~ 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~~division~~ 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 ~~divisions or 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:

6. 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. ~~Choosing to pass in one session does not necessarily grant preference to a unit member in selecting courses in subsequent sessions.~~

7. 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 who was the first person to be denied the opportunity to teach shall be ranked first 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 ~~selection-rotation~~, with all other unit members maintaining their same rankings relative to one another.

8. 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.

~~9. During the preparation for the next summer session or winter intersession, the same selection procedure should be followed. However, the first person to select should now be the person who was originally ranked 2 in the previous selection, with the previously ranked 1 member moving to the last selection position. In cases where some unit members did not have the opportunity to select courses for the previous session, the first ranked person so excluded shall now be the first to select, with all other unit members maintaining their same rankings relative to one another.~~

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) twenty-eight (28) 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 ~~47~~ 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 be expected to~~ shall be 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.

15.18 Classroom Assignments 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 section does not meet at least the minimum of eighteen (18) students as of census, that additional section will be cancelled and 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 college.

ARTICLE 17 COMPENSATION

17.1 Salary Schedules

Members of the bargaining unit who are designated as being on ~~ten (10) month~~, or 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 ~~twelve (12) month~~, or 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.

17.2.1.1.1 Non-Vocational 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 of~~ more years of experience or the equivalent, shall be placed on the sixth (6th) step of the appropriate salary schedule. No unit member may be initially placed above the sixth (6th) 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 60% 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 of~~ more years of experience or the equivalent, shall be placed on the sixth (6th) step of the appropriate salary schedule. No unit member may be initially placed above the sixth (6th) step.

17.2.1.1.3 Vocational-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) year's experience on the salary schedule;
3. Part-time directly related ~~teaching 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 ~~teaching work~~ experience at 60% of the hours of a full-time load shall be credited with one year's experience on the salary schedule.
4. ~~No more than five (5) steps of credit may be accumulated by this method alone or in combination with full-time or part-time teaching experience.~~ No unit

member may be initially placed above the sixth (6th) step.

17.2.1.2.2 Vocational Career Technical Teaching Unit Members

For ~~vocational~~ 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.

17.2.2.2 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 vocational 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 of "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)~~ ~~six (6)~~ 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:

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

$$[.75 \times (\# \text{ of laboratory hours})] \times (\text{hourly rate}^*) = \text{compensation}$$

*The hourly rate shall not be less than the current overload rate described in Exhibit B3. ~~or \$55/hour, whichever is greater.~~

Teaching assignments over ~~ten (10) six (6)~~ units shall be compensated at the current overload rate described in Exhibit B3. ~~or at \$55/hour, whichever is greater.~~

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. ~~or \$55/hour, whichever is greater.~~ All calculations shall be rounded to the nearest dollar.

$$[(\text{current fiscal year's base salary}) \div 194] \div 7 = (\text{hourly rate}^*)$$

$$(\# \text{ of non-teaching hours}) \times (\text{hourly rate}^*) = \text{compensation}$$

*The hourly rate shall not be less than the current overload rate described in Exhibit B3. ~~or \$55/hour, whichever is greater.~~

17.9 Off-Contract Committee Work or Other Assignments

All ~~177-day~~ unit members ~~s~~ who participates at the request of the District in a meeting ~~or other activities preapproved by the area administrator~~ ~~meetings of the following shared governance committees~~ that are scheduled during periods when the unit member is off contract, ~~or a designated non-service day, specifically during the period between the end of the fall semester and the beginning of the spring semester, designated as winter intersession, and during the period between the end of the spring semester and the beginning of the fall semester, designated as summer session,~~ shall be compensated for his/her participation. A unit member who attends and fully participates in a meeting ~~or other activities preapproved by the area administrator of these committees~~ 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. ~~The shared governance committees eligible for compensation are: Academic Senate, College Council, Budget and Planning, Curriculum, and Equivalency Committee.~~

~~A 177-day unit member who participates in any staff development activities, including but not limited to College Retreats, New Faculty Orientations, Part-time Faculty Orientations, or any other college sponsored workshop(s) at the invitation of the Superintendent/President, or his/her designee, during periods when s/he is off~~

~~contract, specifically during the period between the end of the fall semester and the beginning of the spring semester, designated as winter intersession, and during the period between the end of the spring semester and the beginning of the fall semester, designated as summer session, shall be compensated for his/her participation. Such compensation shall be paid at the overload rate described in Exhibit B3 for the actual number of hours attended rounded to the nearest quarter hour, or for one hour, whichever is greater.~~

~~A 177-day unit member, who is required to participate in committee work, including hiring committees, when off-contract, shall be compensated for his/her participation. Such compensation shall be paid at the overload rate described in Exhibit B3 for the actual number of hours of participation 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.

17.12 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.

POSITION (effective Spring 2016)	WEEKLY REASSIGNED TIME STIPENDS PER SEMESTER
Department Chairs	<u># of units</u>
Behavioral/Social Sciences	9 units
Business	9 units
English	9 units
ESL	9 units
Exercise Science	9 units
Humanities	9 units
Industrial Tech	9 units
Science/Math/Engineering	9 units
Coordinator Mathematics/Engineering	6 units 9
Coordinator World Languages and Speech Communications	6 units 9
Administration of Justice /POST Coordinator	6 units 9
Academic Senate President	6 units
EMS Coordinator	4 units
Assistant Director of Nursing	3 units
SLO Coordinator	6 units 9
Athletic Director	9
Accreditation Coordinator	6
Nursing Simulation Coordinator	7.5
CISCO Academy Coordinator	3
Curriculum Committee Chair	3
Agriculture Program Coordinator	3
CCA/CTA/NEA (as determined by the Association with notification to the District pursuant to Article 2.10 prior to semester registration deadlines)	15 units 18

17.13 Stipends

~~It is the established principle in this contract that~~ 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 both the fall and spring semesters as per the following chart

POSITION (effective Fall 2015)	UNITS	STIPEND
Below are stipend positions, compensated using the following stipend formula: (# of units x \$60.00) x 16 x 1.125 = stipend)		
Academic Senate Secretary	3	\$3,240
Basic Skills Coordinator	3	\$3,240
CISCO Academy Coordinator	3	\$3,240
Curriculum Committee Chair	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
Athletic Director	9	
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	\$2160 per sport
**Assistant Coaches for Soccer, Tennis, Volleyball, and Women's Cross Country	1.5	\$1620 per sport
**Title IX Coordinator Investigator/Trainer (up to 3 selected by the District)	Flat stipend	\$2,400
**_Staff Development Coordinator (selected by the District)	Flat stipend	\$2,400
**_Student Equity Coordinator (selected by the District)	Flat stipend	\$2,400

~~*For 2013-14 academic year only, will be reviewed and subject to negotiations in 2014-15.~~

**Maximum dollar amount allotted, regardless of number of incumbents.

Stipend Formula: (Reassigned time outlined in 2012-13 CTA-CBA) x (\$60.00) x 16 x 1.125 = stipend amount

Exception: Basic Skills Coordinator was reduced to 3 units

***Association reserves the right to negotiate compensation for these positions once job descriptions and duties are clear.

~~17.15~~ Extra Duty Contracts

~~Unit members may be offered extra duty contracts to serve as coordinators for certain projects and programs in Student Services or as part of an outside funded grant or special project.~~

~~The Association must be consulted before any extra duty contracts not specifically enumerated in this agreement are offered to unit members.~~

~~17.15~~ 17.15.1 Student Services Project Directors and Coordinators

~~For academic year 2015-2016, The 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 Chair
Student Success and Support Coordinator
Transfer, Articulation, and University Partnerships Coordinator
Project Director, Student Support Services
Project Director, Talent Search
Project Director, Upward Bound

~~The current incumbents in these positions will continue to receive this extra duty assignment until the position becomes vacant. Future incumbents in these positions are not entitled to receive these extra duty assignments.~~

~~17.16~~ 17.15.2 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.

~~In all the following positions where an incumbent unit member holds the position, the incumbent shall continue to hold such position at will. Unless the terms of the grant or special project require the identification of a specific person, any new or vacant~~ If a position becomes vacant, the position must 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
ATLAS — Title V Project Director	7.5 units
ATLAS — Title V Project Instructional Coordinator	7.5 units

17.17 ~~17.16~~ Selection of Faculty for Additional Duties

17.17.1 ~~17.16.1~~ Elected Positions Department Chairs

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~~division~~ 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

~~17.16.2~~ Elected Positions

~~17.16.2.1~~ Counseling Chair

The position of District Counseling Coordinator Chair is to be elected every two (2) years annually each 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 the counseling department, excluding those in special programs who meet as the District Team.

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

17.17.1.3 17.16.2.2 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 17.16.3 Appointed Positions

17.17.2.1 17.16.3.1 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 ~~contract or regular~~ 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.

Curriculum Coordinator
SLO Coordinator

Basic Skills Coordinator
Accreditation Coordinator

17.17.2.2 17-16 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 ~~extra-duty~~ 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
~~Counseling Chair~~
Student Success and Support Coordinator
Transfer, Articulation, and University Partnerships Coordinator
Project Director, Student Support Services
Project Director, Talent Search
Project Director, Upward Bound

17.17.2.3 17-16.3.3 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 ~~Lab-Simulation~~ Coordinator

17.17.2.4 17-16.3.4 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. 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.

17.16.3.5 Distance Education Coordinator

~~The Distance Education Coordinator is an appointed position, selected jointly by the Vice President for Academic Services and the Dean of Learning Services based upon an open application process where all unit members have the opportunity to apply for the position. This appointed position shall be held for a period of no more than two years. After two years, this position must be reopened for application of all unit members. In order to be eligible for appointment to this position, the candidate must be a full-time contract or regular faculty member with at least one full year of service in Distance Education at the time when s/he would assume the duties of the position.~~

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

18.2 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, under the following terms.

The District shall provide lifetime health benefits for retirees hired between ~~on or after~~ 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 (“Non-Qualified Retirees”) whose employment begins on or after July 1, 2016.

18.2.1 Eligibility Requirements for All Unit Members Hired ~~after July 1, 1983~~ before July 1, 2012.

For all qualified retirees ~~unit members~~ hired before July 1, 2012 ~~hired after July 1, 1983~~, their eligibility for lifetime health insurance benefits will be based upon the following chart:

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

18.2.2 ~~Eligibility Requirement for All Unit Members Hired before July 1, 1983~~

~~For unit members hired prior to July 1, 1983, the following section applies:~~

~~For those unit members who wish to retire during the term of this Agreement and who do not qualify for retirement benefits in accordance with the provisions and chart directly preceding this paragraph, the unit member may retire and~~

qualify for benefits in accordance with the chart directly below:

AGE ON SEPT. 1ST FOLLOWING LAST YEAR OF SERVICE	STEP ACHIEVED ON SALARY SCHEDULE DURING LAST YEAR OF SERVICE	OR	YEARS OF SERVICE AT IVC
60 or younger	14 or higher	OR	8 or more

ARTICLE 21 MISCELLANEOUS

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 certificate 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.

21.4 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. 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.

21.6 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.

**Imperial Community College District
Salary Schedule for 177-Day Faculty
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
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.

**Imperial Community College District
Salary Schedule for 194-Day (35 hour) Faculty
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
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.

**Imperial Community College District
Salary Schedule for 194-Day (40 hour) Faculty
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.

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:

<u>Proposed IVC Overload / Hourly Rates</u>	<u>2015-2016</u>	<u>2016-2017</u>
	<u>\$60.00</u>	<u>\$65.00</u>

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 ~~card~~ 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

Contribution Option 1 (Basic Plan)		
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

Contribution Option 2 (Comprehensive Plan)		
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

Contribution Option 3 (SIMNSA ONLY Plan)		
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

Contribution Option 5 (COB Plan)		
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

1. The District agrees to pay the cost of dental and optical insurance for employees and dependents as ~~recommended by the Insurance Committee on May 9, 2013~~ as follows:
 - A. ~~Increase~~ Dental Plan Maximum of ~~to~~ \$2,000 for both PPO and Non-PPO ~~(from \$1,500) effective January 1, 2014.~~
 - B. ~~Increase Dental Plan from \$50 annual~~ Annual deductible for Non-PPO services is ~~to~~ \$100. ~~effective January 1, 2014.~~
4. The Standard Income Protection Plan will continue for unit members who are not vested in CalSTRS.
5. The District will continue to pay for the Employee Assistance Plan and a \$50,000 life insurance premium through ICSVEBA.

► 2015-2016 ◀

Academic Year Calendar 2015-2016		
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 ◀

Academic Year Calendar 2016-2017		
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

**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. LexisNexis <u>Opposing Viewpoints in Context</u> 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: _____

Forms for Contract Grievances

IMPERIAL VALLEY COLLEGE
GRIEVANCE FORM

As per Article 12 of the Agreement between the Imperial Community College District and the IVC CCA/CTA/NEA, 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 the contract.

Within ~~thirty (30)~~ ~~twenty (20)~~ 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.

Name of Grievant _____

Position of Grievant _____

Date and Time of Incident Giving Rise to the Grievance _____
(Date) (Time)

LEVEL ONE: Informal Meeting with Appropriate Supervising Administrator

(Date) (Name of Supervising Administrator)

I, the grievant attest that I met with the above named administrator on the above date, and my grievance was not resolved to my satisfaction. I wish to proceed to Level Two of the grievance procedure.

(Date) (Signature of Grievant) (Name of Grievant)

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) ~~five (5)~~ 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) five (5)~~ 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) five (5)~~ 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) five (5)~~ 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.