The current collective bargaining agreement (CBA 2015-2017) shall remain status-quo with the exception of the following:

ARTICLE 3 UNIT MEMBERS' RIGHTS

3.3 <u>Travel Expense Payment</u>

Unit members shall be compensated by the District for the actual and necessary expenses, including traveling expenses, incurred in the course of performing services for the District, whether within or outside of the District, under the direction of the governing board. The board may authorize an advance of funds to cover such necessary expense. Mileage reimbursement claims shall be submitted monthly on the approved District form and shall be paid at the mileage rate in effect at the time of travel (based upon the Federal rate) as adopted by the District. Such advance shall be repaid or adjusted upon filing of a regular claim for the actual and necessary expenses incurred. The governing board may direct any employee of the district to attend any convention or conference to visit schools for the discussion or observation of any school matter appertaining to the duties of the employee or any question of interest to the District. (Ed. Code §87032)

ARTICLE 6 LEAVES

6.1 Sick Leave

6.1.1 Contract Sick Leave

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

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

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

6.1.2 Additional Sick Leave

6.1.2.1 Overload Sick Leave

For overload credit assignments, members will be authorized noncumulative overload paid sick leave equal to one (1) hour for each lecture or lab hour assigned in excess of load for each semester, not to exceed fifteen (15) hours, where each hour consists of sixty (60) minutes, so that the total number of working hours in overload is equal to the total number of overload sick leave hours granted, up to a maximum of fifteen (15) hours. Up to six (6) hours Hours of overload sick leave granted but not used in one semester may not be carried into subsequent semesters.

6.1.4 Use of Sick Leave

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

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

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

6.1.4.1 <u>Traditionally Delivered Classes</u>

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

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

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

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

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

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

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

Day 1 2.75 hours [170 minutes = 120 minutes (2 hours) + 50 minutes (.75 hour) for class] 0.75 hours [45 minutes for office hours]

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

Total: 8.25 hours

6.2 Extended Sick Leave

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

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

6.4 Child-Related Leaves Maternity Leave

6.4.1 Maternity Leave

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

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

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

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

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

6.4.2 Parental Leave

"Parental leave" means leave for reason of the birth of a child of the unit member, or the placement of a child with a unit member in connection with the adoption or foster care of the child by the unit member.

A unit member may use his or her accumulated sick leave for purposes of parental leave for a period of up to 12 work weeks. Once the unit member has exhausted all available sick leave and continues to be absent from his or her duties on account of parental leave, the unit member shall be compensated as described above in Article 6.2: Extended Sick Leave.

A unit member is not required to have 1,250 hours of service with the District during the previous 12-month period in order to take parental leave.

6.6 Jury Duty or Witness Leave

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

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

6.7 Sabbatical Leave

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

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

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

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

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

The proposed plan of work must significantly relate to the unit member's assignment. It should have the effect of enhancing the background or improving the unit member's ability to perform his/her work assignment. Equal value shall be given to study,

research, travel, or other creative activity, or a combination of the four. The plan of work should provide detailed information sufficient for evaluation according to these criteria. The procedure for selecting unit members to be granted sabbatical leave will be as follows:

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

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

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

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

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

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

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

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

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

Upon return from leave, the unit member shall submit to the Vice President for Academic Services or the Vice President for Student Services a written report and, if applicable, transcripts pertaining to the plan of study undertaken during the leave. This report will be submitted to the Board of Trustees for their review and records. (Ed. Code §87767, §87769, and §87770)

Failure to provide the required report (or transcripts if applicable) to the District by the end of the semester following the sabbatical leave shall subject the unit member to discipline procedures pursuant to Article 13 herein.

In the event that the unit member fails to render service accounting to twice the term of the leave following his/her return from sabbatical leave, the unit member shall reimburse the District the same proportion of the total sabbatical compensation received as the proportion of the amount of time which was not served bears to the total amount of time agreed upon.

Failure of a unit member to return and render service shall not result in reimbursement to the District if such failure is due to the unit member's death or it is certified by a physician designated by or satisfactory to the District that failure was due to the unit member's bonafide physical or mental disability.

6.8 Industrial Accident and Illness Leave

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

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

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

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

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

Upon expiration of the sixty (60) days of industrial accident or illness leave, unit members shall then use as much of their accumulated sick leave as is necessary which, when added to their temporary disability compensation provided by workers compensation, will result in payment from the District to them of not more than their normal monthly salary. The District shall deduct retirement, income tax, and all other authorized deductions from salary payments made under the provisions of this section prior to receipt of salary payments made to an employee under the terms of this leave.

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

6.10 Leaves of Absence

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

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

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

Should the unit member not return to work on the next regularly scheduled contract work day following the expiration of the leave of absence and/or following the expiration of any extensions granted, or should the unit member not return to work upon having a request to extend a leave of absence denied, s/he will be deemed to have resigned her/his position with the District effective the final date of the leave of absence.

Article 6.14 Military Leave

Bargaining unit members shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave. (California Education Code, Section 87832, as it pertains to academic employees.)

ARTICLE 8 TRANSFER AND REASSIGNMENT

8.1 <u>Definitions</u>

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

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

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

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

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

8.2 <u>General</u>

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

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

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

If the District intends that a unit member's assignment will regularly include teaching in more than one discipline, then such intention must be made known to the unit member at the time of his/her first employment with the District and seniority rights will apply in each discipline based on hire date. Dual discipline assignment is not to be confused with a unit member choosing to teach outside their original discipline assignment. No

seniority rights exist in the outside discipline, except seniority over part time faculty in the discipline for assignments.

The <u>District</u> Superintendent/President may transfer or reassign unit members based upon the needs of the District which are paramount and which are in the best interest of the District and its students. However, when a voluntary or involuntary transfer or reassignment is contemplated, the District shall consider the following factors in addition to the needs of the District: the affected unit member's qualifications; demonstrated abilities; preference; and length of service with the District. If the reassignment of a teaching unit member is to a discipline that the member has not taught in the last three years, the unit member will have a semester to prepare prior to the reassignment to teach the new subject.

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

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

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

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

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

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

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

Involuntary reassignment shall be used only when the District is unable to meet its reassignment needs on a voluntary basis.

8.3 Involuntary Transfer or Reassignment

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

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

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

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

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

ARTICLE 10 EVALUATION OF FACULTY MEMBERS

10.1 Definitions

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

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

A "categorically funded faculty member" means a member of the bargaining unit who is employed on the basis of <u>an agreement between the faculty member and the Board of</u> <u>Trustees</u> contract in accordance with the provisions of California Education Code §87470.

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

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

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

10.5.6.1 <u>Teaching Faculty Members</u>

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

The teaching faculty member will be responsible for distributing the evaluation forms to the students, providing a setting in which confidentiality and anonymity are ensured. A student should be designated to collect the completed forms and seal them in an envelope. The sealed envelopes should be submitted to the office of the area dean by the teaching faculty member no later than the next business day. The completed evaluations will be reviewed by the area dean and area Vice President and given to the teaching unit member after final grades are submitted, but no later than the end of the first week of the following <u>semester</u>.

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, but no later than the end of the first week of the following semester.

10.6.2.5.1 <u>Teaching Faculty Members</u>

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

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

The completed evaluations will be reviewed by the area dean and area Vice President and given to the teaching unit member after final grades are submitted, but no later than the end of the first week of the following <u>semester</u>.

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, but no later than the end of the first week of the following <u>semester</u>.

ARTICLE 11 <u>TENURE REVIEW</u>

11.6 Second Contract Period

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

If during the first evaluation cycle during the first contract period the candidate received an overall evaluation, as listed on the Evaluation and Recommendation Report (form B), of Needs to Improve, the following procedures shall be undertaken during the candidate's first Fall semester of the second academic year. In addition, discussion of the status of the Needs Improvement plan from the previous Spring semester should be discussed and updated during the Fall semester of the second academic year.

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

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

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

unanimous opinion of the committee. If there is a difference of opinion among members of the committee, the recommendation of the majority shall be submitted. The committee member in the minority may, if s/he chooses, submit a letter of objection with supporting documentation; and

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

11.7 Third Contract Period

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

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

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

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

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

(Three Year Modified Tenure Review)**11.8.2.2**Second Contract Period

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

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

The following duties are to be performed during the <u>Fall semester of the</u> candidate's third <u>second academic year</u> semester and the Fall semester of the third academic year of the second contract period:

- 1. the committee shall meet to review all the pertinent areas of the evaluation and the evaluation materials;
- 2. one observation shall be made by each of the committee members, unless additional observations are requested by the

candidate;

- the candidate shall submit the Candidate's Self-Assessment (form C);
- 4. the candidate's sitting academic area leader shall conduct the duties and responsibilities evaluation;
- 5. the committee shall decide upon an employment recommendation for the candidate, and if appropriate, shall establish a specific course of action for helping the candidate improve in recognized areas of weakness, and the committee shall complete the Candidate's Improvement Plan (form Q);
- the committee shall meet with the candidate to discuss the recommendation, and, if appropriate, to present a course of action for the candidate to improve in recognized areas of weakness, and shall complete the Evaluation and Recommendations form (form B);
- 7. the committee shall submit its employment recommendation, along with copies of appropriate substantiating documents, and with a cover letter explaining the recommendation to the Superintendent/President. The recommendation shall be based upon the unanimous opinion of the committee. If there is a difference of opinion among members of the committee, the recommendation of the majority shall be submitted. The committee member in the minority may, if s/he chooses, submit a letter of objection with supporting documentation; and
- 8. the Superintendent/President shall present the employment recommendation to the Board of Trustees. Based upon the employment recommendation of the Individual Tenure Review Committee, the governing board shall elect one of the following options prior to March 15:
 - a. to employ the candidate as a tenured employee for all subsequent academic years; or
 - b. not to employ the probationary employee as a tenured employee.

15.2 Normal Work Load – Non-Teaching Faculty

15.2.1 Non-Teaching Faculty (35 Hours/Week)

The normal workload for all non-teaching faculty (35 Hours/Week), including but not limited to counselors and librarians, shall be one hundred and ninety-four (194) service days per fiscal year, where each service day consists of seven (7) hours, exclusive of overload teaching assignments or extra duty contracts. Unit members may request in writing to vary their weekly schedule as long as they work 35 hours per week. The request must be submitted as early as possible but no less than one week prior to the change and approved by the Dean.

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 In early May, No later than May 15th, the Vice President for Student Services or the Vice President for Academic Services, or designee, as appropriate, shall create a master schedule of all the possible service days in the upcoming fiscal year. Each non-teaching unit member will then indicate which days in each month they intend to work, and which days they will designate as non-service days, with the total number of service days scheduled equal to one hundred ninety-four (194). It is understood that the unit member must schedule at least one service day in each calendar month of the year. The appropriate Vice President will then approve the duty schedule for each unit member, or work collegially with the unit member to adjust the schedule should there be a problem, <u>no later than June 10</u>. If during the course of the year the unit member finds that due to changing work requirements s/he needs to change her/his designated service days, s/he shall make such a request in writing to the appropriate Vice President as early as possible, but no less than one week prior to the change.

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

15.2.2 Non-Teaching Faculty (40 Hours/Week)

The normal workload for all non-teaching faculty (40 Hours/week) shall be one hundred and ninety-four (194) service days per fiscal year, where each service day consists of eight (8) hours, exclusive of overload teaching assignments or extra duty contracts. Unit members may request in writing to vary their weekly schedule as long as they work 40 hours per week. The request must be

submitted as early as possible but no less than one week prior to the change and approved by the Dean.

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 In early May, No later than May 15th, the Vice President for Student Services or the Vice President for Academic Services, or designee, as appropriate, shall create a master schedule of all the possible service days in the upcoming fiscal year. Each non-teaching unit member will then indicate which days in each month they intend to work, and which days they will designate as non-service days, with the total number of service days scheduled equal to one hundred ninety-four (194). It is understood that the unit member must schedule at least one service day in each calendar month of the year. The appropriate Vice President will then approve the duty schedule for each unit member, or work collegially with the unit member to adjust the schedule should there be a problem, <u>no later than June 10</u>. 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.

15.3.3 Contract Load for 194-Day Teaching Faculty

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

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

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

Once the required service days and the additional service days have been scheduled, the remainder of the days during the fiscal year may be designated as off-duty days. These days must be scheduled outside of the required fall and spring semester service days and outside of any winter or summer session during which the member is being paid for teaching duties. During designated off-duty days the 194-Day teaching faculty are not expected to be available to the District or to render any duties.

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

15.4 Office Hours

Members of the unit who are teaching faculty are required to establish four (4) hours per week, where each hour consists of sixty (60) minutes, that shall be set aside as scheduled, maintained, office hours at which times the instructor is available to students for consultation. The office hours shall be established over no less than four (4) days per week during the fall and spring semesters and for no less than 30 minutes. Office hours can be held either online, via social media, or in a traditional face to face meeting on campus which best meet the needs of the students. At least 50% of the office hours must be held on campus. If office hours are held online, or via social media, faculty members are expected to be available to respond to students through email, a discussion board, chat board, or other means of communication, as appropriate. Faculty should respond in a timely manner to all student inquiries during the work week. A faculty member will make every effort to meet with a student who requests a meeting by appointment if the student is unable to meet during regular scheduled office hours.

Instructor contact information, preferred method of contact, and scheduled office hours must be included in the course syllabus. The unit member should begin holding

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

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

15.8 <u>Time of Assignment</u>

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

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

Evening or Saturday classes that make up a part of the instructor's contract load are

not in and of themselves considered overload.

15.8.1 Class Cancellation

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 gualified to teach, in order to make contract load the unit member is expected to replace another unit member from an overload section. If the unit member elects not to replace a part-time instructor or overload section, the unit member will be compensated on a pro-rated basis for that semester. If the District elects not to allow such bumping to occur, there will be no reduction of pay for the unit member.

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

15.8.42 Schedule Changes

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

If the District initiates a change in a unit member's load teaching schedule any time up to the beginning of fall or spring semester, the unit member may be allowed to select a part-time instructor's assigned class if necessary to replace

the lost class and/or adjust their load teaching schedule to avoid an extreme change to the original schedule or to meet the class assignment restrictions in Article 15.8.

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

The District shall allow unit members to change their contract load and overload schedule up to eight (8) weeks prior to the beginning of the fall or spring semester and winter and summer sessions even if such change would involve taking over a class previously assigned to a part-time instructor.

If the District makes modifications to the course schedule in a discipline after unit members have selected courses but at least eight (8) weeks before the first day of the semester or session, which results in changes to a unit member's previously selected class schedule, all classes in that discipline for the semester or session will be re-selected.

If the District initiates a change in a unit member's teaching schedule at any time between eight (8) weeks prior to and the final day prior to the start date of the semester or session, the unit member may be allowed to select a part-time instructor's assigned class if necessary to replace a lost class or classes and/or adjust their load teaching schedule to avoid an extreme change to the original schedule or to meet class assignment restrictions in Article 15.8

If the District adds new classes to the schedule in the period between the eight (8) weeks and one (1) week prior to the start of the semester or session, any new classes will be offered to all qualified faculty in the discipline. Faculty will be notified via email of the availability of the new class and will have 48 hours to respond stating that they are interested in teaching the class. The class will be assigned first to the full-time faculty members within the discipline in seniority order, then second, to any qualified unit members outside the discipline in seniority order, and then third to part-time faculty members.

If a class becomes available during the last week prior to the start of any semester or session, the District will contact all faculty, full-time or part-time, who are potentially eligible to teach the class, through email and by phone as soon as the District is aware of the open course. Unit members who wish to teach the course must respond within six (6) hours of the notification, or no later than by 4 p.m. of the same day if notification of the opening was made prior to 10 a.m. The class will be assigned to the most senior, qualified unit member who responds within the time limit with preference given first to the full-time faculty members within the discipline in seniority order, then second, to any qualified unit members outside the discipline in seniority order, and then third to part-time faculty members.

15.11 <u>Distance Education</u>

Unit members may teach online courses as part of their normal contract load. In order to teach online courses, the instructor must complete <u>the 12-week @One Training</u> <u>course</u> three online courses in instructional technology as prescribed by Imperial Valley College. Distance Education courses shall be paid in exactly the same fashion as traditionally delivered courses. Unit members shall have priority over part-time instructors to develop all new online courses.

No more than 67% of contract load (three (3) courses or ten (10) units whichever is lesser) may be taught as distance education, or online, in any given fall or spring semester. The definition includes both hybrid and fully online classes. 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 hours must be scheduled and posted at a regular day and time each week just like a traditional office hour, though the unit member may choose to physically hold online hours off-campus as long as s/he has full computer access at the off-campus location. Scheduling of online office hours shall comply with the provisions of Article 15.4 of this agreement.

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

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

15.12 <u>Overload</u>

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 <u>three (3)</u> two (2) classes or <u>nine (9)</u> six (6) lecture units or the equivalent, whichever is greater. The parties acknowledge that current planning practices require that class offerings be determined a year in advance of the targeted semester/session. In order to permit some assignment flexibility for unit members, the District shall allow unit members to select overload class(es) up to twelve (12) weeks prior to the beginning of the fall or spring semester, and winter or summer sessions respectively in order to obtain or increase the unit member's overload assignment. Unit members who have one or more overload courses cancelled have the right to displace part-time faculty up until the Friday before the first day of the term to replace the lost units. If a replacement class is selected, the day, time, and room location of the class shall not change from the original schedule.

The Vice President for Academic Services and/or Dean should offer any un-staffed sections as additional overload sections first to unit members in seniority order within the discipline, then to qualified unit members outside the discipline, if any, and then to any unit members with a faculty service area in the discipline, and then to part-time instructors. The maximum number of overload lecture units or the equivalent that a unit member can teach in one academic semester is nine (9), unless the Vice President of Academic Services expressly approves exceeding this limit. Any overload lecture units above the maximum number listed in this article must be approved by the Vice President of Academic Services.

15.15 Default Course Assignment Procedure

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

For each fall and spring semester and for the winter intersession and the summer

session, the Deans and Department Chairpersons, under the direction of the Vice President for Academic Services and with consultation from Student Services, shall develop the list of projected course offerings, including dates, times, locations, and patterns, in each subject area that best fit the needs of the students. Department Chairpersons will offer to all qualified unit members in their departments/disciplines the opportunity to select a course assignment according to the following procedure, utilizing a priority selection system based upon seniority in the discipline of hire, unless unit members have exercised a right of first refusal for new course development as set forth in section 15.15.1 below.

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

- Any unit member who is not interested in teaching during a winter or summer session may elect to pass on the selection process and will retain their original position for class selection in the next session. The unit member(s) electing to pass on the selection process shall retain seniority for the next immediate session.
- 2. If during the selection process for winter or summer sessions there are more unit members desiring classes then there are courses to be offered, and notwithstanding the provision outlined in No. 6 above, the member(s) in order of seniority denied the opportunity to teach shall be ranked ahead

of members who taught in the last session and behind those with more seniority who passed on teaching in the last session for the next immediate session, with all other unit members maintaining their same rankings relative to one another.

3. During the selection process for winter or summer sessions, documentation should be made of the order of selection and number of courses selected by each unit member for reference during future sessions.

15.15.1 Special Program Course Assignment

Certain academic programs including but not limited to POST and Nursing are overseen by outside agencies that require program instructors have qualifications or certifications beyond the minimum qualifications established for the discipline as a whole. In these programs, the Program Director has the absolute right to assign instructors to each course based upon the unique qualifications for instructors of the course and established by these outside agencies. Only in cases where two or more unit members have the exact same qualifications and experience will the Program Director include seniority as a criterion in course assignment.

15.15.12 Right of First Refusal for New Course Development

Unit members who develop new courses (traditional and/or online) shall have the right of first refusal to teach the course, regardless of the unit member's seniority status, for a period of two (2) consecutive academic years, including winter and summer sessions. This right of first refusal shall apply to the unit member's contract load, and shall not apply to overload courses. Regardless of when a course was developed, the two-year right of first refusal commences the first semester the new course is taught. This right applies only to new courses that have not been previously offered before at Imperial Valley College, including courses never before offered online by other current faculty members who have seniority rights.

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

15.16 Class Size

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

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

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

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

Unit members whose classes are below the maximum class size quota shall add any additional students who apply to add or "crash" the course through the end of the late registration process. Individual unit members may choose to exceed the class size quota in any or all of their classes through the process of adding or "crashing" additional students into the class after the start date of a given semester or session, provided all district procedures and deadlines are followed. Only the instructor of the class can initiate such over-quota adds. Under no circumstances should a unit member add additional students to the course so that the course size at census exceeds 25% over class quota as defined in the course outline of record.

15.17 Large Quota Classes

Upon the approval of the Vice President for Academic Services, certain courses may

be designated as large quota classes, and the course enrollment limits during the computer pre-registration period shall reflect such large quota designation.

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

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

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

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

Without exception, enrollment in a course shall not exceed 100% over course quota.

The compensation formula will be based upon the verified total enrollment in the course as per the official census count <u>as determined by the office of Admissions</u> <u>and Records</u>. Any instructor who is found to have intentionally inflated the census count by not eliminating non-attending students will receive no additional compensation.

On or after the first day of the semester, if sufficient student need exists, the Vice

President for Academic Services in consultation with the appropriate deans or department chairs and affected unit members, may designate additional courses as large quota classes, and instructors may then initiate over-quota adds to achieve additional compensation.

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

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

ARTICLE 17 <u>COMPENSATION</u>

17.1 Salary Schedules

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

Members of the bargaining unit who are designated as being on 194-Day (35 hours) 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, mMembers of the bargaining unit who are designated as being on 194-day (40 Hours) contracts, (40 hours) 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 <u>Salary Regulations</u>

17.2.1 Initial Placement on Salary Schedule

17.2.1.1 Initial Step Placement

17.2.1.1.1 Non-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;
- A unit member with five (5) or 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.

17.2.1.2 Initial Column Placement

17.2.1.2.1 All Unit Members

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

plus 15 applicable units for initial placement on the salary schedule. A Master's Degree that requires sixty (60) semester units, or its equivalent, for conferral of the degree shall be considered equal to a Master's degree plus thirty (30) units for initial placement on the salary schedule.

17.2.1.2.2 Career Technical Teaching Unit Members

For Career Technical teaching unit members whose teaching area is in a field for which Master's degrees are not regularly offered in California may be placed in Column C upon attainment of a Bachelor's degree plus <u>30 applicable units or Column D upon</u> <u>attainment of a Bachelor's degree plus</u> 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 Career Technical instructor may advance to Column B on the salary schedule for obtaining a Bachelor's degree, or to Column C for obtaining a <u>Bachelor's degree</u>, plus thirty (30) approved units, or to Column <u>D</u> 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.
- 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.
- A maximum of six (6) units of credit for work
 experience will be allowed within each fifteen
 (15) unit increment period.

17.2.2.2.2 Notification and Verification Requirements

- 1. Unit members whose official date of advancement occurs on July 1 or on the first day of the fall semester (as defined above in Article 17.2.2), and who desire a column advancement to commence with the member's next employment contract:
 - a. must make the request for column advancement in writing, to the Vice President for Academic Services or Vice President for Student Services, as appropriate, by no later than the preceding May 15, and;
 - b. must submit all official transcripts, diplomas, certificates, or statements of equivalency that support the unit member's request for column advancement to the Vice President for Academic Services or Vice President for Student Services, as appropriate, as soon as possible after May 15, but by no later than the first day that the unit member reports to work for the current fiscal or academic year; except that transcripts of courses completed during the summer of that year must be submitted no later than September 15. Grade cards and study lists may be accepted temporarily as verification of enrollment.

- 2. All grades of "Credit", or "CR", or "Pass", "Satisfactory" or the like – without the necessity of having such grades converted to a letter grade – where the aforementioned grade can be verified to be the equivalent of a "C" grade or better, must be earned in courses taken for advancement on the salary schedule. Verification may be in such forms as, but not limited to, notations by the granting institution that appear on the transcript or a letter from an appropriate official/employee of the granting institution. Where an institution will not provide verification, the District will presume that the grade at issue is the equivalent of a "C" grade or better.
- 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 <u>D</u> ← upon providing official documentation of this unit requirement, and meeting all other requirements for column advancement.
- 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 <u>E</u> p 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 <u>Teaching Assignments</u>

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

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

[(current fiscal year's base salary) \div 177] \div 6 = (hourly rate*) (18 x # of lecture hours) x (hourly rate*) = compensation For unit members whose assignment contains laboratory units the rate of pay for those laboratory units shall be computed as follows:

[(current fiscal year's base salary) \div 177] \div 6 = (hourly rate*) [18 x .75 x (# of laboratory hours)] x (hourly rate*) = compensation

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

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

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

17.7 Administering Credit by Examination for College Courses

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

17.7.1 Preparation and Administration of Credit by Examination

Members of the bargaining unit shall be paid one hundred dollars (\$100) per unit or credit hour of instruction for each course for which they prepare and administer an examination for credit for a single student who formally requests a credit by examination in a single course in a single semester.

This fee compensates the unit member for the preparation and administration of the examination for credit by examination, as well as the grading of said examination, and the submission of all District paperwork required to grant or deny the credit to the student. The unit member will not be compensated unless the student actually completes the credit by examination process and takes the examination, though the unit member will be compensated regardless of the ultimate success or failure of the student on the examination.

An examination prepared for credit by examination must be fully comprehensive and must properly assess the student's knowledge of, comprehension of, and skills gained as described in the entire Course Outline of Record for the course. In courses for which a formal, written examination is not appropriate for evaluating the knowledge and skills of the student requesting credit by examination for a given course (eg. Welding), a unit member shall prepare and administer a practical examination in which a student is asked to complete an activity or project that demonstrates the student's mastery of the skills described in the entire Course Outline of Record. 17.7.2 Administration of Credit by Examination to Multiple Students in the Same Course during the Same Semester

In situations where a unit member is asked to prepare and administer credit by examination to an entire group or class of students, such as high school students completing articulated courses, unit members will receive compensation as follows:

- 1. The unit member will receive the preparation and administration fee as described in section 17.7.1 only once per academic semester for each unique course for which they prepare and administer credit by examination, regardless of the number of students to whom they administer the exam during the same semester.
- 2. The unit member will be compensated one hundred dollars (\$100) for each unique high school that they must travel to in order to meet with high school teachers and/or administer the examination for credit during a given semester.
- 3. The unit member will be reimbursed for their actual mileage, at the current District mileage rate established in accordance with federal standards during each fiscal year, for their necessary travel to and from Imperial Valley College and the high school at which they are administering the examination for credit during the semester.
- 4. The unit member will receive an additional ten dollars (\$10) for each student to whom the same examination is administered within the same academic year, provided that the administered examination is an objective (ie. Scantron type exam) or practical examination OR
- 5. The unit member will receive an additional fifteen dollars (\$15) for each student to whom the same examination is administered with the same academic year, provided that the administered examination contains essay question(s) and the point value of the essay question(s) is at least 25% of the total point value of the entire examination. The type of examination to be administered, whether practical, objective, essay, or some combination thereof, shall be determined by the unit member, with the approval of the supervising administrator, based upon the requirements of the course as described in the official Course Outline of Record and must be consistent with the type of examinations given to students in the courses as they are typically taught at Imperial Valley College.

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

Tenured faculty members who are assigned by their Department Chair, by their Dean, or by the Vice President for Academic Services the District to conduct an evaluation of a

part-time, temporary full-time, or High School Dual Enrollment faculty member shall be compensated for three (3) hours per evaluation at the overload rate as described in Exhibit B3. The evaluation shall include pre-evaluation and post-evaluation conferences, and a one (1) hour observation of the part-time faculty member conducting classroom teaching assignments or counseling duties or other non-teaching duties, as appropriate.

17.12 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 A unit member should not hold more than one of these positions at any time.

Effective Spring 2016, u Unit members who are 194-day non-teaching faculty with a reassigned time positions shall be compensated, in lieu of reassigned time, for the position at the current overload rate per Article 17.5. will reduce their 35 or 40 hour work week by the same percentage as the reassigned time units for a teaching faculty member. For example, the three units of reassigned time granted to a teaching faculty member represents 20% of their total teaching load and therefore a non-teaching faculty member should also receive a 20% reduction of their total work week or seven (7) hours for a 35-hour faculty member.

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 equivalent to 3 units multiplied by the overload calculation formula.

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

17.13 Stipends

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

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

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

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

POSITION (effective Fall 2015)	UNITS	STIPEND								
Below are stipend positions compensated using the following stipend formula: (# of units x <u>current overload rate</u> \$60.00) x 16 x 1.125 = stipend)										
Academic Senate Secretary	3	\$3,240								
Fire Academy Coordinator	4	\$4,320								
ADS Coordinator (selected by the District)	3	\$3,240								
Art Gallery Director (selected by the District)	3	\$3,240								
Head Coach, Men's Basketball	4	\$4,320								
Head Coach, Women's Basketball	4	\$4,320								
Head Coach, Baseball	4	\$4,320								
Head Coach, Softball	4	\$4,320								
Head Coach, Men's Soccer	3	\$3,240								
Head Coach, Women's Soccer	3	\$3,240								
Head Coach, Men's Tennis	3	\$3,240								
Head Coach, Women's Tennis	3	\$3,240								
Head Coach, Volleyball	3	\$3,240								
Head Coach, Women's Cross Country	3	\$3,240								
**Assistant Coaches for Basketball, Baseball and Softball	2	\$2,160 per sport								
**Assistant Coaches for Soccer, Tennis, Volleyball, and Women's Cross Country	1.5	\$1,620 per sport								
Hazardous Chemical Officer	2	\$ 1,920 \$<u>2160</u>								
Professional Development Trainers (3 hours prep + hours of workshop) – *(revisit in one year to review)	Per hour									
DE Course Evaluators (maximum of 8 evaluations per semester)	Flat stipend	\$650/course								
**Title IX Investigator/Trainer (up to 3 selected by the District)	Flat stipend	\$2,400								
***Staff Professional Development Coordinator (selected by the District)	Flat stipend	\$2,400								
**Maximum dollar amount allotted, regardless of number of incumbents.										
***Association reserves the right to negotiate compensation for these positions once clear.	job descriptions a	ind duties are								

17.14 Doctoral Stipend Professional Development Trainers

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

Unit members may be appointed by the District to provide professional development

training to faculty and staff at Imperial Valley College. Such appointment will be based upon the unique qualifications required for the training activity.

Any unit member who prepares and presents a formal professional development training course shall be compensated for 3 hours of preparation time at the overload rate for each unique training course they develop and present for the first time. The unit member will also be compensated at the overload rate for the number of hours of the actual training session(s) presented, rounded to the nearest quarter hour, or for one hour, whichever is greater.

This section does not apply to those unit members for whom training of other employees of the District is a regular and stated part of the duties of their position.

17.15 Student Services Project Directors and Coordinators

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

192 x (overload rate) = 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, u 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:

Student Services:

CalWORKs Assessment Coordinator CalWORKs Counseling Coordinator DSP&S Coordinator EOPS Coordinator District Counseling Coordinator Student Success and Support Coordinator Transfer <u>Center Coordinator and Articulation Officer</u>, Articulation, and University Partnerships Coordinator

Project Director, Student Support Services Project Director, Talent Search Project Director, Upward Bound Special Projects Coordinator Student Equity Coordinator

Academic Services: <u>POST Coordinator/Administration of Justice Department Chair</u>

17.16 Grant or Special Project

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

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

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

Position	Reassigned Time
TALCAS Coordinators (2)	

17.17.2.2 <u>Student Services Positions</u>

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

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

CalWORKs Assessment Coordinator CalWORKs Counseling Coordinator DSP&S Coordinator EOPS Coordinator Student Success and Support Coordinator Transfer <u>Center Coordinator and Articulation Officer</u>, Articulation, and University Partnerships Coordinator Project Director, Student Support Services Project Director, Talent Search Project Director, Upward Bound Special Projects Coordinator Student Equity Coordinator

17.17.2.3 Nursing/Allied Health Positions

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

Nursing Simulation Coordinator Assistant Director of Nursing

17.17.2.5 Grant Positions

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

17.18 <u>Distance Education Additional Training and/or Course Management System</u> <u>Transition Compensation</u>

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.

17.18 Distance Education Additional Compensation

17.18.1 District Mandated Additional DE Training Courses

The cost of any District mandated (approved at the Vice President 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.

Any unit member who takes the @ONE twelve-week distance education training course and then develops and presents an online course at IVC will be reimbursed for the cost of the @ONE training course. The reimbursement will be payable after the unit member presents his/her certificate of completion from @ONE to the District and has a newly approved DE course first placed on the course schedule for student enrollment.

17.18.2 Instructor Compensation for Transitioning to the Canvas Course Management System

Due to the District's transition from Blackboard to the Canvas Course Management System, any unit member teaching online courses during the 2017-18 Academic Year will receive a one-time compensation of \$335 per credit hour for each current IVC online course that was transitioned from being previously taught on Blackboard to being taught on Canvas.

Online courses that were developed exclusively on the Canvas system and were never taught on Blackboard will not be eligible for this compensation.

Stipend will be paid after the course transition is completed, is approved by the DE Coordinator and the Vice President for Academic Services, and the course is offered to students for enrollment.

All unit members who are not teaching full online courses, but have had to transition course materials from Blackboard to Canvas will receive a one-time stipend of \$200 per unit member.

ARTICLE 18 HEALTH AND WELFARE BENEFITS

18.1 <u>Current Unit Members</u>

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

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

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

18.2.1 <u>Eligibility Requirements for All Retired Unit Members Hired before</u> July 1, 2012.

The District shall provide lifetime health benefits for all unit members hired on or before June 30, 2012, upon retirement, in accordance with the following chart:

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

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.

The District shall provide a Medicare Supplement insurance plan and prescription plan for qualified retirees and spouses and/or dependents (Qualified Post 65).

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

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.

18.2.2: <u>Retired Unit Members Hired Between July 1, 2012 and June 30,</u> 2016.

The District shall provide lifetime health benefits for unit members who retire from the District with at least 18 years of service.

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.

The District shall provide a Medicare Supplement insurance plan and prescription plan for qualified retirees and spouses and/or dependents (Qualified Post 65).

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

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.

18.2.3: Retired Unit Members Hired beginning July 1, 2016.

Unit Members who fall under this section shall not, upon retirement, be provided lifetime health benefits by the District.

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

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

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

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

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

The District does not provide life insurance for retirees.

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

18.2.1 <u>Eligibility Requirements for All Unit Members Hired before</u> July 1, 2012.

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

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

18.4 Survivor Benefits

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

21.5 Parking

The District shall provide reserved parking for unit members at no charge to the unit member. The District shall endeavor to designate enough parking spaces as reserved to accommodate all of the full-time employees of the District. The reserved spaces shall be evenly apportioned among all of the various parking lots on campus. When reserved parking spaces are removed to accommodate permanent changes to the parking areas, additional spaces shall be added at other locations so that the net quantity of reserved spaces does not decrease. The District should re-evaluate the number of reserved parking spaces needed at the beginning of each academic year based upon current employment levels.

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

21.8 Complaint Procedure

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

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

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

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

Unit members who feel threatened or feel unsafe in the workplace because of the words or actions of a student should immediately report the threatening words or actions to the Dean of Student Affairs and Enrollment Services and to the Chief Human Resources Officer.

The District agrees to respond in writing within five (5) working days to any unit member who makes such a report as described above. Such response shall explain the

District's evaluation of the problem, the intent and plan for remedy of the problem if the District has deemed that such remedy is appropriate, and a general timetable for such remedy. In determining said timetable the severity of the problem shall be of paramount importance.

Unit member has the right to request a follow-up meeting with the District to discuss the District's written response and any continuing concerns relating to the complaint.

This Agreement shall constitute the full and complete commitment between the parties and shall supersede any District rules, regulations, or practices contrary to or inconsistent with, its terms.

EFFECT AND TERMS OF AGREEMENT

In the event the District intends to modify any rules, regulations, or practices that directly relate to matters within the scope of this Agreement, the District shall notify the Association prior to implementation and shall meet and negotiate with the Association upon the written request of the Association.

This Agreement shall become effective on July 1, <u>2017</u>, and shall continue in effect up to and including June 30, <u>2018</u>.

During its lifetime the contract may be reopened only when required by changes to the law, or when mutually agreed upon by both parties. If proposed by April 1st of subsequent years, either party reserves the right to re-open negotiations under the CBA for Article 17 (Compensation), and Article 18 (Health and Welfare Benefits), and up to one additional article for negotiation.

The District and Association agree with the aforementioned changes to the collective bargaining agreement only pending ratification by the Association membership and the Board of Trustees.

For the Association

ARTICLE 22

Suzanne Gretz, Association Lead Negotiator

Kathy Rodriguez, Association Negotiator

Mary Jo Wainwright, Association President

John Lau, Lead District Negotiator

For the District

Clint Dougherty, District Negotiator

Dr. Victor Jaime, Superintendent/President

Salary and Benefit Agreement for 2017-2018:

Salary

New Adjusted Salary Schedules for all Categories of Unit Members as follows:

1. Column A:

- <u>Column A will receive a 3.58% on-schedule increase from the 2016–2017</u> salary schedule.
- Column A is redefined to apply only to unit members who have less than a Bachelor's Degree.
- Column A will now have 18 steps where each step is 3% greater than the preceding step.
- Unit members who were on step 15 for all of the 2016–2017 academic year will be moved up to step 16 for the 2017–2018 academic year, regardless of the number of years that the unit member had previously remained on step 15. Unit members on column A will continue to advance one step per academic year hereafter.

2. New Column B:

- New Column B is created in which each step is 3% greater than the corresponding step in Column A.
- New Column B will have 18 steps where each step is 3% greater than the preceding step.
- New Column B is defined to apply to all unit members who have at least a Bachelor's Degree, and less than a Bachelor's degree plus 30 semester units, or an earned Master's degree.
- <u>All unit members who meet the educational criteria of the New Column B as of July 1, 2017 will be automatically placed on the New Column B beginning with the 2017–2018 academic year and on the same step that they would have been eligible for on Column A for the 2017–2018 academic year.</u>
- Unit members who were on step 15 of Column A for all of the 2016–2017 academic year, who are eligible to move to the New Column B will be moved up to step 16 for the 2017–2018 academic year, regardless of the number of years that the unit member had previously remained on Column A step 15. Unit members on the New Column B will continue to advance one step per academic year hereafter.

3. New Column C:

- New Column C is renamed but maintains the same educational criteria as the old Column B: Bachelor's plus 30 semester units or an earned Master's degree.
- New Column C will receive a 2.58% on-schedule increase compared to the old Column B of 2016–2017.

- New Column C will now have 18 steps where each step is 3% greater than the preceding step.
- Unit members who were on step 16 for all of the 2016–2017 academic year will be moved to step 17 for the 2017–2018 academic year, regardless of the number of years that the unit member had previously remained on step 16. Unit members on New Column C will continue to advance one step per academic year hereafter.

4. New Columns D and E:

- New Column D is renamed but maintains the same educational criteria as the old Column C: Master's degree plus 15 semester units.
- New Column E is renamed but maintains the same educational criteria as the old Column D: Master's degree plus 30 semester units.
- New Columns D and E will receive a 1.58% on-schedule increase compared to their corresponding columns of 2016–2017.
- <u>New Columns D and E will have an additional step 18 added which is 3%</u> greater than the preceding step.
- Unit members who were on step 17 for all of the 2016–2017 academic year will be moved to step 18 for the 2017–2018 academic year, regardless of the number of years that the unit member had previously remained on step 17.

5. <u>New Column F:</u>

- New Column F is renamed but maintains the same educational criteria as the old Column E: Master's degree plus 45 semester units.
- New Column F will receive a 1.58% on-schedule increase compared to old Column E of 2016–2017.

6. New Column G:

- New Column G is created with the criteria of an earned doctorate. This new column replaces the previous doctoral stipend.
- New Column G is created in which each step is 6% greater than the corresponding step in Column F.
- Unit members with an earned doctorate who were hired before July 1, 2018, will, during the 2017-2018 academic year, be placed on the step on New Column G which corresponds to the step that they would have been placed on the old Column E. However, for unit members who are placed on the New Column G on steps 1 through 10 their salary will be equal to the amount on the New Column F plus \$5,000. These unit members will then revert to the salary amount on the New Column G once they reach step 11, or until the amount of their salary is at least equal to the amount of the equivalent step of the New Column F plus \$5,000.
- Unit members with an earned doctorate who are hired on or after July 1, 2018, will be placed on the appropriate step of Column G based upon the step placement criteria established in Article 17 of this agreement.

7. Overload Rate:

• The overload rate for the 2017–2018 academic year will be \$65.00 per hour, effective July 1, 2017.

8. Stipends:

• <u>The stipends enumerated in Article 17.13 will be calculated based upon the current overload rate, effective July 1, 2017.</u>

Benefits

1. The District agrees to continue paying the cost of medical and prescription insurance for employees only (and pre-65 retiree members) in the ICSVEBA plan at the Basic plan level. The ICSVEBA plan shall provide coverage at the Basic plan level, with the option to select the coverage in Mexico instead of the Basic plan without additional cost to the unit member. For those choosing to purchase Comprehensive level coverage or coverage for their spouse and/or qualified family members the District will offer an option that covers these costs (at the Basic, Comprehensive, or COB level) with a tiered contribution rate from the unit member as follows:

Basic Rate

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									

COB Rate

Contribution Option 4 (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									

- 2. <u>The District agrees to pay the cost of dental and vision insurance for</u> <u>employees and dependents, Coverage is increased as follows:</u>
 - A. Delta Dental changes
 - <u>Annual Plan Maximum of \$2,500 for both PPO and Non-PPO</u> (increase from \$2000 per year)
 - Three (3) cleanings per year.
 - B. <u>VSP Vision changes</u>
 - Yearly eye exam copay \$15
 - \$150 frame or contact lens allowance
 - Add \$60 copayment for contact lens exam, total allowance will apply toward lenses.
- 3. The Standard Income Protection Plan will continue for unit members who are not vested in CalSTRS.
- 4. The District will continue to pay for the Employee Assistance Plan and a \$50,000 life insurance premium through ICSVEBA.

Imperial Community College District Salary Schedule for 177-Day Faculty Effective July 1, 2017

		Α	В		В			С		D		E		F		G
	Le	ss than a B.A.		B.A.	M.A.		M.A. + 15		M.A. + 30		M.A. + 45		Doctorate			
					B	.A. + 30	В	.A. + 45								
1	\$	48,792	\$	50,256	\$	52,802	\$	58,849	\$	60,614	\$	62,433	\$	66,179		
2	\$	50,256	\$	51,764	\$	54,387	\$	60,615	\$	62,433	\$	64,306	\$	68,165		
3	\$	51,764	\$	53,317	\$	56,019	\$	62,434	\$	64,306	\$	66,236	\$	70,210		
4	\$	53,317	\$	54,917	\$	57,700	\$	64,308	\$	66,236	\$	68,224	\$	72,317		
5	\$	54,917	\$	56,565	\$	59,431	\$	66,238	\$	68,224	\$	70,271	\$	74,487		
6	\$	56,565	\$	58,262	\$	61,214	\$	68,226	\$	70,271	\$	72,380	\$	76,722		
7	\$	58,262	\$	60,010	\$	63,051	\$	70,273	\$	72,380	\$	74,552	\$	79,024		
8	\$	60,010	\$	61,811	\$	64,943	\$	72,382	\$	74,552	\$	76,789	\$	81,395		
9	\$	61,811	\$	63,666	\$	66,892	\$	74,554	\$	76,789	\$	79,093	\$	83,837		
10	\$	63,666	\$	65,576	\$	68,899	\$	76,791	\$	79,093	\$	81,466	\$	86,353		
11	\$	65,576	\$	67,544	\$	70,966	\$	79,095	\$	81,466	\$	83,910	\$	88,944		
12	\$	67,544	\$	69,571	\$	73,095	\$	81,468	\$	83,910	\$	86,428	\$	91,613		
13	\$	69,571	\$	71,659	\$	75,288	\$	83,913	\$	86,428	\$	89,021	\$	94,362		
14	\$	71,659	\$	73,809	\$	77,547	\$	86,431	\$	89,021	\$	91,692	\$	97,193		
15	\$	73,809	\$	76,024	\$	79,874	\$	89,024	\$	91,692	\$	94,443	\$	100,109		
16	\$	76,024	\$	78,305	\$	82,271	\$	91,695	\$	94,443	\$	97,277	\$	103,113		
17	\$	78,305	\$	80,655	\$	84,740	\$	94,446	\$	97,277	\$	100,196	\$	106,207		
18	\$	80,655	\$	83,075	\$	87,283	\$	97,280	\$	100,196	\$	103,202	\$	109,394		

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 For information regarding unit members' placement and movement on the new salary schedule please refer to the detailed information in Exhibit B3 of the Agreement.

Imperial Community College District Salary Schedule for 194-Day (35 Hour) Faculty Effective July 1, 2017

		A B		C D				E		F	G			
	Less than a B.A.			В.А.		M.A.	Μ	I.A. + 15	M.A. + 30		M.A. + 45		Doctorate	
					В	.A. + 30	B.A. + 45							
1	\$	53,478	\$	55,083	\$	57,872	\$	64,501	\$	66,436	\$	68,429	\$	72,535
2	\$	55,083	\$	56,736	\$	59,609	\$	66,437	\$	68,430	\$	70,482	\$	74,712
3	\$	56,736	\$	58,439	\$	61,398	\$	68,431	\$	70,483	\$	72,597	\$	76,954
4	\$	58,439	\$	60,193	\$	63,240	\$	70,484	\$	72,598	\$	74,775	\$	79,263
5	\$	60,193	\$	61,999	\$	65,138	\$	72,599	\$	74,776	\$	77,019	\$	81,641
6	\$	61,999	\$	63,859	\$	67,093	\$	74,777	\$	77,020	\$	79,330	\$	84,091
7	\$	63,859	\$	65,775	\$	69,106	\$	77,021	\$	79,331	\$	81,710	\$	86,614
8	\$	65,775	\$	67,749	\$	71,180	\$	79,332	\$	81,711	\$	84,162	\$	89,213
9	\$	67,749	\$	69,782	\$	73,316	\$	81,712	\$	84,163	\$	86,687	\$	91,890
10	\$	69,782	\$	71,876	\$	75,516	\$	84,164	\$	86,688	\$	89,288	\$	94,647
11	\$	71,876	\$	74,033	\$	77,782	\$	86,689	\$	89,289	\$	91,967	\$	97,487
12	\$	74,033	\$	76,254	\$	80,116	\$	89,290	\$	91,968	\$	94,727	\$	100,412
13	\$	76,254	\$	78,542	\$	82,520	\$	91,969	\$	94,728	\$	97,569	\$	103,425
14	\$	78,542	\$	80,899	\$	84,996	\$	94,729	\$	97,570	\$	100,497	\$	106,528
15	\$	80,899	\$	83,326	\$	87,546	\$	97,571	\$	100,498	\$	103,512	\$	109,724
16	\$	83,326	\$	85,826	\$	90,173	\$	100,499	\$	103,513	\$	106,618	\$	113,016
17	\$	85,826	\$	88,401	\$	92,879	\$	103,514	\$	106,619	\$	109,817	\$	116,407
18	\$	88,401	\$	91,054	\$	95,666	\$	106,620	\$	109,818	\$	113,112	\$	119,900

- 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 For information regarding unit members' placement and movement on the new salary schedule please refer to the detailed information in Exhibit B3 of the Agreement.

Imperial Community College District Salary Schedule for 194-Day (40 Hour) Faculty Effective July 1, 2017

	A B		A B C D				D		E	F			G		
	Less than a B.A.			В.А.		M.A.		M.A. + 15		M.A. + 30		M.A. + 45		Doctorate	
					B	8.A. + 30	B	8.A. + 45							
1	\$	61,038	\$	68,870	\$	66,055	\$	73,621	\$	75,829	\$	78,104	\$	82,791	
2	\$	62,870	\$	64,757	\$	68,037	\$	75,830	\$	78,104	\$	80,448	\$	85,275	
3	\$	64,757	\$	66,700	\$	70,079	\$	78,105	\$	80,448	\$	82,862	\$	87,834	
4	\$	66,700	\$	68,701	\$	72,182	\$	80,449	\$	82,862	\$	85,348	\$	90,470	
5	\$	68,701	\$	70,763	\$	74,348	\$	82,863	\$	85,348	\$	87,909	\$	93,185	
6	\$	70,763	\$	72,886	\$	76,579	\$	85,349	\$	87,909	\$	90,547	\$	95,981	
7	\$	72,886	\$	75,073	\$	78,877	\$	87,910	\$	90,547	\$	93,264	\$	98,861	
8	\$	75,073	\$	77,326	\$	81,244	\$	80,548	\$	93,264	\$	96,062	\$	101,827	
9	\$	77,326	\$	79,646	\$	83,682	\$	93,265	\$	96,062	\$	98,944	\$	104,882	
10	\$	79,646	\$	82,036	\$	86,193	\$	96,063	\$	98,944	\$	101,913	\$	108,029	
11	\$	82,036	\$	84,498	\$	88,779	\$	98,945	\$	101,913	\$	104,971	\$	111,270	
12	\$	84,498	\$	87,033	\$	91,443	\$	101,914	\$	104,971	\$	108,121	\$	114,609	
13	\$	87,033	\$	89,644	\$	94,187	\$	104,972	\$	108,121	\$	111,365	\$	118,048	
14	\$	89,677	\$	92,334	\$	97,013	\$	108,122	\$	111,365	\$	114,706	\$	121,590	
15	\$	92,334	\$	95,105	\$	99,924	\$	111,366	\$	114,706	\$	118,148	\$	125,238	
16	\$	95,105	\$	97,959	\$	102,922	\$	114,707	\$	118,148	\$	121,693	\$	128,996	
17	\$	97,959	\$	100,898	\$	106,010	\$	118,149	\$	121,693	\$	125,344	\$	132,866	
18	\$	100,898	\$	103,925	\$	109,191	\$	121,694	\$	125,344	\$	129,105	\$	136,852	

- 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 For information regarding unit members' placement and movement on the new salary schedule please refer to the detailed information in Exhibit B3 of the Agreement.

EXHIBIT C

Academic Year Calendar 2017-2018		
August	11	Faculty Service Day – Orientation
	14	Fall Semester 2017 Classes Begin
September	4	Holiday – Labor Day (campus closed)
November	11	Holiday – Veteran's Day (campus closed)
	20-21	No Classes (campus open)
	22-25	Holiday – Thanksgiving (campus closed)
December	4-8	Final Exams Fall 2017 semester
	18-30	Winter Recess (campus closed)
January	1	Holiday – New Year's Day (campus closed)
	2	Winter Session 2018 Classes Begin
	15	Holiday – Martin Luther King Jr. (campus closed)
February	2	Winter Session 2018 Classes End
	12	Spring Semester 2018 Classes Begin Holiday
	15	Lincoln's Birthday Observed (campus closed)
	19	Holiday – President's Day (campus closed)
April	2-7	Spring Break (campus closed)
May	28	Holiday – Memorial Day (campus closed)
June	4-8	Final Exams Spring 2018 semester
	9	Faculty Service Day – Graduation
	18	Summer Session 2018 Begins
July	4	Holiday – Independence Day (campus closed)
	26	Summer Session 2018 Ends

▶ 2017-2018 ◀