

Agreement between the
Imperial Community College District
and the
Imperial Valley College Chapter
of the
Community College Association
California Teachers Association
National Education Association

Academic Years 2018-2021

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ARTICLE 1 RECOGNITION

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

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

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

ARTICLE 2 ASSOCIATION RIGHTS

2.1 Distribution of Materials

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

2.2 Access

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

2.3 Consultation

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

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

2.4 Use of Facilities

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

2.5 Request for Information

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

2.6 Personnel Files

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

2.7 Posting/Distribution of Agreement

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

2.8 Dues Deductions

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

1. Deductions for membership dues shall be made upon the notification by the Association to the District, submission in writing of a duly executed authorization by the unit member;
2. The District shall put into effect any new or changed dues deduction ~~or agency fee~~ during the month in which the request is submitted provided that the request was received by the District payroll office prior to the tenth calendar day of the month. Otherwise the District shall put into effect such requests in the following calendar month;
- ~~3. Any unit member who is not a member of the Association, or who does not make~~

~~application for membership within 30 days of the effective date of this Agreement, or within 30 days from the date of commencement of assigned duties within the bargaining unit, shall become a member of the Association or pay to the Association a fee in an amount equal to membership dues, initiation fees and general assessments, payable to the Association in the same manner as required for the payment of membership dues. In the event that a unit member does not pay such fee directly to the Association, the Association shall so inform the district, and the district shall immediately begin automatic payroll deduction in the same manner as set forth in this Article. There shall be no charge to the Association for such mandatory agency fee deductions.~~

~~4. Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support the Association as a condition of employment; except that such unit member shall pay, in lieu of a service fee, sums equal to such service fee to one of the following non-religious, non-labor organization, charitable funds exempt from taxation under Section 501(c) (3) of Title 26 of the Internal Revenue Code:~~

~~The IVC Foundation
The Imperial Valley Community Foundation
The Imperial Valley Food Bank (IVC Kitchen)
The Imperial County Historical Society~~

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

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

~~35. With respect to all membership dues sums deducted by the District pursuant to sections above, whether for membership dues or agency fee, the District agrees to remit such moneys promptly to the CTA/Association accompanied by an alphabetical list of unit members for whom such deductions have been made, categorizing them as to membership or non-membership in the Association, and~~

indicating any changes in personnel from the list previously furnished.

46. The Association and District agree to furnish to each other any information needed to fulfill the provisions of this Article.

~~57. The Association will indemnify the District for any claims made by an employee for wage deductions made in reliance upon such representations. The Association agrees to pay to the District all reasonable legal fees and legal costs incurred in defending against any court action and/or administrative action challenging the legality or constitutionality of the agency fee provisions of this Agreement or their implementation. The Association shall have the exclusive right to decide and determine whether any such action or proceeding referred to above shall or shall not be compromised, resisted, defended, tried or appealed.~~

2.9 Rosters

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

~~Within thirty (30) calendar days of the beginning of each semester, the District will provide to the Association an electronic roster in editable format containing the following information for all unit members; the unit member's name, job title, department, work location, step/column placement on the appropriate salary schedule, birthdate, home address, work, home, and personal cell phone numbers, and any personal email addresses on the file with the District.~~

~~Within thirty (30) calendar days of hire, the District will provide this same information to the Association for any newly hired unit member. This information will be provided regardless of whether the newly hired employee was previously employed by the District.~~

~~Unit members who are covered under Government Code section 6207 may request that the District withhold disclosure.~~

2.10 New Faculty Orientation

~~The District will provide to the Association at least ten (10) calendar days advanced notice of all new unit member orientation(s), whether this is an orientation for a group of~~

new unit members, or a single new unit member. During these orientations, the District will provide the Association with the opportunity to meet with the unit members without the presence of anyone outside of the bargaining unit for a minimum of 60 minutes. For the purposes of this article, any new unit member intake process will be considered a new unit member orientation.

2.1140 **Reassigned Time**

A total of up to 18 units per semester of reassigned time (shared amongst authorized union representatives) shall be granted for the purpose of meeting, negotiating, and processing of grievances under this Agreement. An additional 6 units (24 units total) of reassigned time shall be granted to the Association during semesters in which a successor contract or reopeners are being negotiated.

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

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

ARTICLE 3 UNIT MEMBERS' RIGHTS

3.1 General

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

3.2 Personnel Files

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

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

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

Information of a derogatory nature shall not be placed in the unit member's personnel file until the member has been sent a copy of the material to be entered into the file accompanied by a written notice of intent declaring that the material will be placed in the member's personnel file and only as part of an evaluation ~~grievance, complaint~~ or

sustained disciplinary action proceedings conducted according to the procedures enumerated in this agreement. The unit member has the right to respond in writing to the information of a derogatory nature. The member's response shall be attached to the derogatory material in question and shall become a part of the member's file. Members of the unit shall have the right to inspect materials in their personnel files upon request, ~~at any off-duty time~~ when the District's Human Resources Office is open. The District will provide to the unit member copies of the materials in his/her personnel files within five (5) working days of a written request.

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

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

3.3 Travel Expense Payment

Unit members shall be compensated by the District for the actual and necessary expenses, including traveling expenses, incurred in the course of performing services for the District, whether within or outside of the District, under the direction of the governing board. The board may authorize an advance of funds to cover such necessary expense. 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 IRS ~~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 4 DISTRICT RIGHTS

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

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

ARTICLE 5 **NON-DISCRIMINATION**

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

~~The Imperial Valley College District will comply with state and federal statutes regarding non-discrimination.~~

~~The provisions of this article are not subject to Article 12, the grievance procedure. Complaints of alleged violations of this Article may be processed through Board Policies and Administrative Procedures or other procedures provided by statute.~~

~~Complaints of alleged violations of this article may be processed with the assistance of the Association.~~

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. Unit members who are on 194-day teaching contracts, each unit member will receive a total of eighty (80) hours of contract sick leave per fiscal year where each hour consists of 60 minutes. For unit members who are on 194-day/35-hour contracts, each unit member will receive a total of eighty-four (84) hours of contract sick leave per fiscal year where each hour consists of sixty (60) minutes. Unit members who are on 194-day/40-hour contract, each unit member will receive a total of ninety-six (96) hours of contract sick leave per fiscal year where each hour consists of 60 minutes. Unit members who are on partial year contracts will receive that percentage of sick leave which is the same as the percentage that their contract bears to the fiscal/academic year. (Example: a 177-day contract employee who is employed for 50% of the academic year will receive 50% of the sick leave, or thirty-six (36) hours.)

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

~~On the first service day of each new contract 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 unit members can access information on their total number of accumulated sick leave days and hours accumulated and the total number of sick leave days and hours available for the ensuing school year. via Webstar or other online portal maintained by the District, or upon request to the District's Human Resources Department. (Ed. Code §87781)~~

6.1.2 Additional Sick Leave

6.1.2.1 Overload Non-Contract Sick Leave

When a unit member teaches classes during winter/summer sessions, or an overload assignment during the fall and/or spring semesters, the member will accrue additional non-contract sick leave equal to one hour, where each hour consists of 60 minutes, for each lecture unit equivalent,

for lecture, lab, or non-credit assignments. A maximum of 15 hours of non-contract sick leave may be accrued in any given semester or session.

Non-contract sick leave accrued during any semester or session but not used may be carried over from term to term. Accrued non-contract sick leave will be forfeited when the unit member separates from employment with the District.

Unit members will have the right to use either contract or non-contract sick leave at any time during the academic year, as well as during winter/summer sessions.

~~For overload credit assignments, members will be authorized 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 of overload sick leave granted but not used in one semester may be carried into subsequent semesters.~~

~~6.1.2.2 — Winter Intersession and Summer Session Sick Leave~~

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

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

~~6.1.2.3 — Online Instruction~~

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

6.1.2.2 Non-Credit Instruction

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

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

6.1.3 Transfer of Accumulated Contract Sick Leave

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

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

6.1.4 Use of Sick Leave

An absence is defined as eligible for sick leave if the unit member is ill and unable to attend to duties, has an appointment with a medical or health care provider, must care for a ~~close~~ family member who is ill and unable to care for him/herself, or must take a ~~close~~ family member to an appointment with a medical or health care provider, or any other reason permitted by law including but not limited to parental leave or issues described in Labor Code sections 230(c) and 230.1(a).

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 and the expected duration of the leave if known, 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 Absence Report per the current

District reporting policy.

6.1.4.1 Traditionally Delivered Classes

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

For short-term illnesses, lasting less than two full weeks, when applied, sick leave will be rounded and charged to the nearest quarter hour (.25), or in fifteen (15) minute increments, and shall be charged only to applicable contract hours. The hours shall be calculated by determining the exact number of minutes missed, deducting the full hours and then using the chart below to round to the nearest quarter hour. For teaching faculty, contract sick leave will be charged for missed lecture, lab, and/or office hours. In cases where the class missed includes a scheduled break time, the unit member will account for the time exclusive of the break.

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

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

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

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

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

Total: 8.25 hours

6.1.4.2 Online Education

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

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

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

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

6.1.4.3 Non-credit Instruction

Non-credit instructors are required to notify the appropriate administrator of an absence from the course. In cases where the non-credit instructor

will be absent for an extended period, the effort shall be made to acquire a substitute instructor just as for credit courses.

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

6.1.4.4 Non-teaching Assignments

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

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

6.1.4.5 Faculty Service Days

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

6.1.4.6 Extended Absences

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

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

Should a unit member on a 194-Day (40 hours/week) contract be absent due to illness for a period greater than two full weeks, then the absent unit

member shall account for the absence by deducting forty (40) hours of sick leave per week, or eight (8) hours per day for the entire length of the extended absence.

6.1.5 Verification of Illness

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

If the period of absence is anticipated to extend beyond two (2) weeks, the written statement by the eligible medical or health care provider shall include an expected return to work date. Upon the member's return to work, the District shall be provided a written statement containing a release from the eligible medical or health care provider stating that the employee is able to return to work with or without work restrictions. If work restrictions are specified as a condition of the employee's return to work, written verification from the attending eligible medical or health care provider will be provided stating the extent and duration of the restrictions. An eligible medical or health care provider shall be considered to be any third party that is entitled to receive medical reimbursement from our insurance carrier.

6.2 Extended Sick Leave

When a unit member is absent from his or her duties on account of illness or accident for a period of five (5) school months or less, whether or not the absence arises out of or in the course of employment of the member, 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). However, the unit member's salary shall not be reduced by more than 50% of his or her regular salary during the period of the absence.

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. A unit member may use any non-contract accumulated sick leave to supplement the loss of salary during the leave to equal no more than the member's full-time salary.

6.3 Bereavement Leave

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

family as defined below. ~~(Ed. Code §87788)~~

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

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

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

6.4 Child-Related Leaves

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 all child-related leaves, 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.

Parental leave shall run concurrently with any Family Medical Leave taken for the same purpose. A unit member shall not be entitled to more than 12 work weeks of parental leave in any 12-month period. The 12 work weeks do not have to be taken consecutively. After the exhaustion of fully-paid leave, the unit member is entitled to extended sick leave for the remainder of the 12 weeks.

6.4.3 Leave of Absence Within the First Year of Infant's Birth or Adoption of Child

A unit member may take up to 30 days of leave during the academic year, less any days of leave taken as personal necessity in either of the following circumstances:

1. A biological parent may use this leave within the first year of his/her infant's birth.

2. A non-biological parent may use this leave within the first year of legally adopting a child. (Ed. Code §87784.5)

6.5 Personal Necessity/Personal Leave

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

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

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

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

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

6.6 Jury Duty or Witness Leave

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

~~A unit member shall not suffer any loss in compensation for any day, or portion of a day, the member is required to report to a state or federal court for jury duty. 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 process 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.

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).

6.9 Family and Medical Leave

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

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

the position (or its equivalent) he/she held prior to the leave.

6.10 Leaves of Absence

A member of the bargaining unit who has exhausted all available full or partial paid leaves may be granted an unpaid leave of absence with or without compensation and/or with or without health and welfare benefits upon ~~the recommendation of the Superintendent/President~~ approval by the Board of Trustees 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.

6.11 District Authorized Leave

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

A unit member shall submit a request in writing for District authorized leave, to the

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

6.12 Staff Development Conference Leave

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

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

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

Faculty on 177-day contracts may utilize their staff development leave during the fall or spring semesters only. Faculty on 194-Day contracts may utilize their staff development leave any time during the fiscal year. Staff development leave unused in one fiscal or academic year does not accrue or carry into the next fiscal year.

6.13 Catastrophic Leave Program

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

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

time off.

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

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

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

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

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

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

Article 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 6.15 Sick Leave Adjustment for 194-day, 40/hour Unit Members

For unit members who are designated as 194-day/40 hour faculty beginning with the 2016-2017 academic year, but who had service with the District in the same position as

194 day/35 hour faculty in previous years will have his/her sick leave adjusted by adding twelve (12) hours of contract sick leave for each year in the position as a 35 hour faculty.

Example: An employee who held a 194 day/35 hour position for 10 years and that position was converted to a 40 hour a week position will receive 10 years x 12 hours sick leave or 120 hours of adjusted contract sick leave.

ARTICLE 7 SAFETY

7.1 General

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

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

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

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

7.2 Emergency Procedures

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

ARTICLE 8 TRANSFER AND REASSIGNMENT

8.1 Definitions

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

~~A "reassignment" occurs when a unit member moves from one division or department or discipline 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 reassignment occurs when a full-time unit member is reassigned from his/her current full-time assignment to a full-time assignment in another division, department, discipline, or academic program or as follows:~~

- ~~a) a unit member moves from a 177-day salary schedule to a 194-day salary schedule, or the reverse.~~
- ~~b) a unit member moves from a 194-day (35 hour) salary schedule to a 194-day (40 hour) salary schedule, or the reverse.~~
- ~~c) a position is changed from non-tenure track to tenure track or the reverse.~~

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

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

8.2 General

The following ~~transfer, reassignment and reclassification~~ procedures apply to all unit 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. In such case ~~n~~No seniority rights exist in the outside discipline, except seniority over part time faculty in the discipline for assignments.

The District 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.

In the event a unit member who is in a tenure-track position is reassigned either voluntarily or involuntarily to a non-tenure track position, the unit member will remain on tenure track and will be eligible for tenure as if the unit member had remained in the original position.

~~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.

The ~~A transfer or~~ reassignment of a teaching ~~faculty unit member~~, 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

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

In order to solicit qualified volunteers to fill a position prior to involuntary reassignment, the District will notify all qualified unit members of the available assignment opportunity and request volunteers to fill the position. If there are multiple unit members who volunteer and meet the minimum qualifications or the equivalent for the assignment, then the unit member who is most senior will be selected.

When an involuntary ~~transfer or~~ reassignment is to be made because no eligible unit member volunteered for the assignment, the Chief Human Resources Officer shall notify the Association and the effected unit member(s) as soon as the District 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.~~

The District will involuntarily reassign the unit member who is least senior on the seniority list who meets the minimum qualifications or the equivalent for the assignment and has previously taught or practiced in the non-instructional discipline for a minimum of two years. If the involuntary reassignment results in a change in the unit member's salary schedule applicable to the assignment, the District and the union will meet to negotiate the salary schedule placement.

If the involuntary 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 one semester to prepare for the 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, may request a written~~ an explanation ~~in writing~~ of the reason(s) for the ~~transfer or~~ reassignment.

If the involuntary reassignment is from a non-tenure track to a tenure-track position assignment, the reassigned unit member will begin a tenure-track process following the Modified Tenure Review Procedure outlined in article 11-8 of this agreement.

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

8.4 Voluntary ~~Transfer or~~ Reassignment

Unit members may request a voluntary reassignment only after they have completed one full year of service with the District in a full-time faculty position.

An eligible unit member may ~~initiate a~~ request ~~for a transfer or~~ reassignment at any time by submitting a request in writing to the Vice President for Academic Services or the Vice President for Student Services, as appropriate, and to the Chief Human Resources Officer. The District shall consider a unit member's request for ~~transfer or~~ reassignment, provided that the unit member is in good standing with the District and his/her last performance review was satisfactory. ~~The District shall endeavor to grant a unit member's request for transfer or reassignment if there are open existing positions at the primary work location, or in the department or division to which the unit member is requesting transfer.~~ The Vice President and Dean supervising the assignment into which the unit member is requesting to be assigned, in consultation with the department chair or faculty members as appropriate, will evaluate the request for reassignment based upon the following criteria:

1. The need for additional services in the incoming assignment. An open position is defined as an open full-time permanent or temporary faculty position, or sufficient work hours or units currently being taught by part-time faculty members to constitute a full-time load.
2. Whether the unit member requesting a reassignment has the necessary education, experience, or qualifications to provide the services needed in the incoming assignment.

If the voluntary ~~transfer or~~ reassignment is from a non-tenure track to a tenure-track position assignment, the reassigned unit member will begin a tenure-track process following the Modified Tenure Review Procedure outlined in Article 11-8 of this agreement.

If a unit member's request for a ~~transfer or~~ reassignment is not granted, s/he or she

~~shall be entitled to receive, if requested in writing may request a written, an~~ explanation ~~in writing~~ of the reason(s) for not granting the requested ~~transfer or~~ reassignment.

8.5 Open Faculty Positions

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

The District shall notify the Association and all unit members through the campus email system whenever there is the intent to fill a full-time faculty position. Such notification shall be made at least ten (10) working days before the position is publicly advertised.

Unit members who are interested in a voluntary ~~transfer~~ reassignment into the full-time faculty open position shall notify in writing the appropriate Vice President and the Chief Human Resources Officer of their interest in the position within five working days of the initial email notification. Such requests will be considered as per the criteria described in section 8.4 herein. ~~shall be forwarded to the appropriate area administrator or Department Chairperson.~~ Any requests for reassignment into an open position shall be considered before the position is publicly advertised.

All unit members who have requested a reassignment will be interviewed by a team made up of the following individuals: the appropriate Vice President and/or the Area Dean, the Department Chair or Program Coordinator, if any, and a faculty member in the same discipline as the open position, if available, or in a related discipline.

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

8.6 —Reclassifications

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

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

~~Academic Senate based upon the advice of the Curriculum Committee.~~

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

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

ARTICLE 9 FACULTY SERVICE AREAS AND COMPETENCY

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

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

ARTICLE 10 EVALUATION OF FACULTY MEMBERS

10.1 Definitions

A "contract faculty member" means a member of the bargaining unit who is employed on the basis of a contract in accordance with the provisions of California Education Code §87477, ~~§87478, §87480, §87481, §87482, §87604,~~ §87605, §87608(b), or §87608.5(b), and is generally meant to refer to full-time faculty members who are 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), or §87610(b), and is generally meant to refer to full-time faculty members who have achieved tenure.

A "~~category~~ category funded full-time temporary faculty member" means a member of the bargaining unit who is employed in a full-time capacity in a temporary assignment under on-the-basis-of an agreement between the faculty member and the Board of Trustees in accordance with the provisions of California Education Code §87470, ~~§87478, §87480, §87481, or §87482.~~

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

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

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

10.2 General

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

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

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

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

10.3 Frequency of Evaluation

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

Regular faculty members shall be evaluated in accordance with the criteria and procedures enumerated in Articles 10.4 and 10.5 at least once in every three (3) academic years. The evaluation process may take place in either the fall or spring semester.

Categorically-funded faculty members who hold long term (over one year) categorically funded faculty positions shall be evaluated in accordance with the criteria and procedures enumerated in Articles 10.4 and 10.5 in each of the first four (4) academic years of employment, and thereafter at least once in every three (3) academic years. The evaluation process may take place in either the fall or spring semester.

Temporary Contract faculty members who are designated as “full-time temporary” for one year or less shall be evaluated in accordance with the criteria enumerated in Article 10.4 and ~~with the procedures enumerated in~~ Article 10.56 at least once in their employment as full-time temporary faculty. Any unit member who is employed under a full-time temporary contract for one semester shall be evaluated during that semester. Unit members employed under a full-time temporary contract for a full academic year shall be evaluated in at least one of the two semesters employed.

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

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

10.4 Evaluation Criteria

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

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

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

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

10.4.1 Classroom Teaching Duties

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

10.4.2 Counseling Duties

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

10.4.3 Librarian Duties

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

10.4.4 Non-Classroom Faculty Duties

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

10.5 Evaluation Procedure

10.5.1 Notification

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

10.5.2 Evaluation Team

The team shall be comprised of an administrative evaluator and a peer evaluator.

A peer evaluator shall be in the same department, division or discipline of the unit member. If there is no regular faculty member in the unit member's department, division or discipline who is available to serve as a peer evaluator, the peer evaluator may be selected from outside the unit member's division, department or discipline. The unit member shall select a peer evaluator no later than the fourth week of the semester in which the unit member is scheduled to be evaluated. If the unit member does not select a peer evaluator, a peer evaluator will be selected by the administrative evaluator.

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

10.5.3 Pre-Observation Conference

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

~~time of the~~ post-observation conferences, and the final evaluation conference.

Regardless of whether at the election of the unit member being evaluated the pre-observation conference is or is not held, the time of the observation visitations and the time of the post-observation conference shall be set by mutual agreement of the unit member and the evaluators at their convenience, and within the timeline prescribed in 10.5.7.

10.5.4 Evaluation of Professional Duties

~~Immediately after the notification of evaluation, T~~he administrative evaluator shall request of the unit member's academic area leader or shall complete ~~her/himself if s/he is the academic area leader,~~ an evaluation of the unit member's professional duties as described in 10.4 (forms I, J, K, L). The Professional Duties will include ~~an evaluation of the unit member's participation in division and institutional activities including participation in at least one college standing committee, student club or college advisory committee or the equivalent~~ and participation in the development and assessment of student learning outcomes. This evaluation must be completed in time for the ~~post-observation~~ final evaluation conference.

10.5.5 Faculty Member's Self-Assessment

The faculty member being evaluated will complete a self-assessment (form C1 or C2, as appropriate). This self-assessment may contain a description of any professionally related activities undertaken by the faculty member since the last evaluation as well as a self-assessment of the faculty member's performance. The self-assessment will address the faculty member's participation in the development and assessment of student learning outcomes. This self-assessment must be completed in time for the final evaluation ~~post-observation~~ conference.

10.5.6 Student Assessment of Faculty Member

~~Each semester a~~Anonymous evaluations by students of the unit member shall be conducted during the semester in which the faculty member is to be evaluated.

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

Student evaluations should be completed using the standard student evaluation forms that are part of this agreement (forms M1, M2, N, O, and P).

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

Student evaluations in and of themselves will not be used for discipline of a unit member, but may be used as a tool for professional improvement and/or in the overall evaluation process. If the evaluation report includes reference to student evaluations, ~~then the administrator evaluator will have to produce hard copies of all student evaluations collected during the semester shall be provided to the unit member, done over the three-year period between evaluations to support such reference at the post-observation final evaluation conference, which may occur the following semester after the final grades have been posted for that semester.~~

10.5.6.1 Teaching Faculty Members

~~In the Each semester during which he/she is evaluated, each teaching faculty shall distribute anonymous student evaluations to all a minimum of two (2) course sections taught by requiring different preparations (if possible) which are selected by the area dean after conferring with the unit member. Student evaluations for online courses shall be administered by online survey process. Faculty teaching online courses will print out the student surveys and provide to the Area Dean before end of the semester.~~

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 semester.~~

10.5.6.2 Non-Teaching Faculty Member

~~In the Each semester during which he/she is evaluated, non-teaching faculty members who regularly interact with students 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 responsible 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.~~

10.5.7 Observation Visitation and Post Observation Conferences

~~The pre-observation conferences (if any) and the observation visitations shall take place between the fifth (5) and twelfth (12) weeks of the semester. The observation visitations shall take place within twenty (20) workdays of the pre-observation conference.~~ Observation visitations normally will be for periods of sixty (60) minutes; however, the period of time of an observation visitation may be shortened or lengthened by the mutual agreement of the unit member and the evaluators.

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

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

~~No more than one evaluator shall be present in the classroom during an observation. No more than one evaluator shall be present during the observation of non-teaching assignments.~~

~~Within two weeks of the observation, the faculty member will meet informally and individually with each member of the evaluation team to review the results of the observation. The faculty member should be presented with a draft of the observation form (forms E1, E2, F, G, H), with the opportunity to discuss and clarify information on the form. At this meeting, the evaluator(s) and the unit member may agree to changes to what has been written on the observation forms.~~

10.5.8 Final Evaluation Post-Observation Conference

~~The final evaluation conference shall take place between the thirteenth (13th) week of the evaluative semester and the fourth (4th) week of the following semester. This does not include off contract periods. One week prior to the final evaluation conference the unit member shall be provided with copies of all evaluation documents including student evaluations, provided grades have been submitted for the courses in which the student evaluations were conducted. The purpose of the final evaluation ~~post-observation~~ conference shall be:~~

~~1. For the evaluation team and the faculty member to review the results of the observation visitation(s), to identify and communicate the strengths of the unit member, and to identify and communicate any areas that may be in need of improvement. After completion of this portion of the evaluation, the peer evaluator will leave the conference.~~

~~The post-observation conference shall take place within twenty (20) workdays of the observation visitation. Within fifteen (15) workdays of the observation visitation, the evaluators shall submit to the unit member being evaluated a copy of the completed observation evaluation forms which may include any extemporaneous notes taken during the observation visitation, and a copy of the evaluation of professional duties.~~

~~2. During the post-observation conference, the unit member and the administrative evaluator evaluation team shall then discuss the observation evaluations, the evaluation of professional duties, the student evaluations, and the self-assessment. The administrative evaluator and the unit member may agree to changes to what has been written on the professional duties evaluation, in which case it shall be redrafted and re-submitted to the unit member within three (3) workdays of the final evaluation conference.~~

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

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

10.5.9 Conclusion of the Evaluation

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

In the event the unit member being evaluated receives what s/he considers to be a negative evaluation; the ~~administrative evaluator evaluation team~~ and the unit member shall discuss the matter at the ~~final evaluation post-observation~~ conference. The administrative evaluator shall ~~document specify~~ on the evaluation form the ~~specific~~ reasons for ~~any rating of needs improvement or unsatisfactory the alleged deficiencies.~~

A unit member may submit to the appropriate Vice-President a written response to his/her evaluation. The written response shall be attached to the evaluation and included in his/her personnel file. The unit member may, but is not required to, submit the written response to one or both of the evaluators or the area dean.

The administrative evaluator and the unit member shall meet within the first four weeks of the following semester fifteen (15) workdays of the post-observation conference to develop a written, detailed plan for remediation of the deficiencies upon which the negative evaluation was based (form Q).

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

10.6 Full-Time Temporary Faculty Evaluation Reservations & Limitations

~~10.6.1 Purpose~~

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

~~The purpose of the evaluation process is the improvement of instruction, regardless of whether the unit member employed under a full-time temporary contract is seeking a permanent teaching position with the District.~~

~~10.6.2 Procedure~~

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

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

~~10.6.2.1 Pre-Observation Conference~~

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

~~Regardless of whether at the election of the unit member being evaluated, the pre-observation conference is or is not held, the time of the~~

~~observation visitation and the time of the post-observation conference shall be set by mutual agreement of the unit member and the evaluator at their convenience.~~

~~10.6.2.2 — Observation Visitation~~

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

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

~~10.6.2.3 — Evaluation of Professional Duties~~

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

~~10.6.2.4 — Faculty Member's Self-Assessment~~

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

~~10.6.2.5 — Student Assessment of Faculty Member~~

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

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

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

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

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

~~10.6.2.5.1 — Teaching Faculty Members~~

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

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

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

~~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 semester.~~

~~10.6.2.6 — Post-Observation Conference~~

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

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

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

~~10.6.2.7 — Conclusion of the Evaluation~~

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

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

~~10.6.3 — Reservations & Limitations~~

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

1. the evaluator cannot be serving on the screening/search committee;

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

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

1. if the unit member was employed in a temporary full-time position for at least one ~~full~~ academic year, the unit member shall receive one year of credit as a full-time faculty member in accordance with California Education Code §87478 and shall be subject to the Three-Year Modified Tenure Review Procedure described in Article 11.8 of this agreement;
2. if the unit member was employed in a temporary full-time position for two or more academic years, the unit member shall receive two years of credit as a full-time faculty member and shall be subject to the Two-Year Modified Tenure Review Procedure described in Article 11 of this agreement;
23. the Individual Tenure Review Committee, once formed, shall review the evaluation(s) made during the semester(s) the unit member was employed under a full-time temporary faculty contract. As noted in Article 11 of this Agreement, members of the Individual Tenure Review Committee shall "respect the confidentiality of the tenure review process and treat evaluations and the reviews of members as private information."

10.7 Evaluation of Faculty Teaching Online Courses

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

The observation of the online class should include the faculty member sitting with the Evaluator to explain the class structure and help the evaluator move through the course. The Evaluator will be given access to the online course as a "student" so it can be

“observed” in the same fashion as a face to face class observation.

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

10.8 Evaluation of Non-Teaching Faculty Who Teach Courses

Unit members who are employed primarily as full time tenured/tenure track non-teaching faculty, but who choose to teach classes in addition to or as part of their regular duties, should have their teaching evaluated in accordance with the processes and procedures contained in Article 10.5, as well as their non-teaching duties. These unit members should be evaluated during the first semester of teaching, and every three years thereafter.

10.9 Evaluation of Faculty Chair, Faculty Director, or Faculty Coordinator

Faculty unit members assigned or employed in positions or assignments as chairs, directors, or coordinators will have his/her duties evaluated as described in 10.5.4 of this Article using the criteria in 10.4 and established job duties in negotiated scope of work or Board approved job descriptions.

Evaluations of faculty chair, director, or coordinator will be done in conjunction with the unit member’s regular evaluation cycle.

ARTICLE 11 TENURE REVIEW

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

Tenure track faculty hired on or after the 2018-2019 academic year, will follow the 2018-2021 contract tenure review process.

Tenure track faculty hired during the 2016-2017 or 2017-2018 academic year, will follow the respective contract tenure review process.

11.1 Statement of Purpose

The tenure review process should ensure that students have access to the most knowledgeable and student-oriented faculty available. To that end, the four-year probationary period should provide sufficient time for tenure track faculty members to understand the expectations for tenure, to develop the skills of and acquire experience as a full-time faculty member, to participate successfully in the educational process including participatory governance, and to demonstrate the unit member’s proficiency in his/her assignment. Based upon clear evaluation criteria, the tenure review process should enhance the unit member’s growth as a faculty member by providing a fair, unbiased, and useful assessment of performance.

11.2 Applicability, Definitions, and Duration of the Tenure Review Process

11.2.1 Applicability

All teaching and non-teaching faculty members who have been hired into a full-time, tenure track position, as defined in the District’s original position announcement, will participate in the tenure review process.

All teaching and non-teaching faculty who transfer from a full-time non-tenure track (temporary) position into a full-time tenure track position, as defined in the original position announcement, will participate in the tenure review process.

11.2.2 Faculty Definitions

A full-time faculty member who is hired into a position defined as full-time, tenure track and who is undergoing the tenure review process is defined as a probationary or contract faculty member for the duration of the tenure review process.

A full-time faculty member who successfully completes the tenure review process is defined as a regular faculty member.

11.2.3 Commencement Date of Tenure Review Process

11.2.3.1 Teaching Faculty Members

If a teaching probationary faculty member is hired to begin work during the fall semester, then the tenure review process will commence immediately upon the individual starting to work during that fall semester.

If a teaching probationary faculty member is hired to begin work during the winter intersession, the spring semester, or the summer session, the tenure review process will commence at the start of the fall semester following his/her official start date.

11.2.3.2 Non-Teaching Faculty Members

If a non-teaching probationary faculty member is hired to begin work at any time between January 1 and the start of the fall semester (mid-August), the tenure review process will commence at the start of the new academic year following his/her official start date.

If a non-teaching probationary faculty member is hired to begin work at any time between the start of the fall semester (mid-August) and December 31, the tenure review process will commence immediately upon starting to work during that calendar year. It is recognized that in this case it may be necessary to extend the time period to complete the first cycle of tenure review tasks into the start of the next calendar year. The tenure review process tasks for the faculty member's first year of employment must be completed no later than March 1 of the same academic year.

11.2.4 Duration of the Tenure Review Process

The probationary period and the tenure review process shall last for four years, with three contract periods, except for those faculty qualifying for the Modified Tenure Review Process as described in this article and those who are granted early tenure.

A year is defined as having provided service to the district for at least 75% of an academic year.

The faculty member will be evaluated each year of the probationary period, however there are only three contract periods as follows:

First Contract – Year One

Second Contract – Year Two

Third Contract – Years Three and Four

11.2.4.1 Eligibility for a Modified Tenure Review Process

If a unit member has been employed by the District in a non-tenure track (temporary) full-time faculty position for at least two years immediately before s/he is hired into a tenure track position, then the modified tenure review process shall be for a two-year period as described in this article.

If a unit member has been employed by the District in a non-tenure track (temporary) full-time faculty position for at least one year immediately before s/he is hired into a tenure track position, then the modified tenure review process shall be for a three-year period as described in this article.

11.2.5 Completion of the Tenure Review Process

For teaching probationary faculty members, status as a regular, tenured faculty member will be effective at the start of the academic year (August) immediately following the last academic year of the successful tenure review process.

For non-teaching probationary faculty members, status as a regular, tenured faculty member will be effective on July 1 or at the start of the fiscal year immediately following the last year of the successful tenure review process.

In addition, at any time during the tenure review process, an Individual Tenure Review Committee may choose to recommend early tenure for an exceptional probationary faculty member. The Vice President of Academic Services or Student Services, as appropriate, and the President/CEO must also agree with the granting of early tenure before the recommendation is presented to the

Board of Trustees of the District for final approval. If early tenure is granted by the Board of Trustees, then the faculty member will be classified as a tenured, regular faculty member starting with the next fiscal or academic year, as appropriate, following the District's granting of early tenure.

11.3 New Faculty and Tenure Review Orientation

At the start of each academic year there will be an orientation meeting of all new faculty, both teaching and non-teaching, who are defined as full-time tenure track in order to begin the tenure review process. This orientation meeting will usually take place the day before Convocation, or the Thursday prior to the first day of classes of the fall semester.

Attendance at this meeting shall be mandatory for all new full-time tenure track faculty members, regardless of their actual employment start date. Teaching unit members will be compensated for one extra contract day at a pro-rata daily rate based on their annual salary for attending the orientation meeting.

The goal of this meeting is to orient the new faculty members to the District, educating them on the basic policies, procedures, and requirements of faculty members and to introduce them to the tenure review process.

A union representative shall be present at the tenure review orientation meeting.

11.4 Tenure Review for Teaching Faculty

11.4.1 Individual Tenure Review Committee (ITRC)

Each probationary faculty member shall have an Individual Tenure Review Committee that will be responsible for their tenure review process.

11.4.1.1 Purpose and Responsibilities

The purpose of the Individual Tenure Review Committee is to make a recommendation to the District on the continued employment of the probationary faculty member and to recommend, by the end of the tenure review process, if the probationary faculty member does or does not merit tenure.

The Individual Tenure Review Committee is responsible for:

1. being familiar with the tenure review process and ensuring that the tenure review process is followed correctly, completely, and in a timely manner;
2. establishing the goals and criteria for the individual faculty member's tenure review process, based upon the job description and criteria under which the faculty member was hired;
3. clearly defining and communicating the teaching performance expectations for the probationary faculty member, while recognizing that the candidate may have a different style of teaching from their own and focusing on teaching effectiveness rather than style;
4. clearly defining and communicating the administrative and shared governance responsibilities of the probationary faculty member;
5. evaluating the probationary faculty member in a fair, unbiased, and comprehensive manner;

6. working with the probationary faculty member in improving performance and meeting the expectations for tenure; and
7. respecting the confidentiality of the tenure review process, treating evaluations and the review of faculty members as private information.

11.4.1.2 Structure

The Individual Tenure Review Committee shall normally be composed of three members, two regular faculty members and one administrator. The ITRC is made up of:

1. the Department Chairperson for the academic department in which the probationary faculty member works, or an appropriate faculty designee;
2. a tenured faculty member, selected by the candidate;
3. the Academic Dean of the division in which the probationary faculty member works, or the Vice President for Academic Services.

11.4.1.3 Selection Procedure

In cases where there is no Department Chairperson, or there is a conflict which prohibits the Chairperson from serving on the ITRC, the Academic Dean or Vice President shall select a tenured faculty member for position 1 of the ITRC. The faculty member who serves in this position must be familiar with the subject matter that the candidate will be teaching, should be familiar with the professional duties that all faculty members are required to perform, and be willing to serve.

For filling position 2 of the ITRC, the probationary faculty member shall be provided with a short list of 3 to 5 persons from which they may select their chosen ITRC member. This list will be developed by the Department Chairperson and Academic Dean (positions 1 and 3 of the ITRC) prior to the start of the candidate's employment and include the names of tenured faculty members who are familiar with the subject matter that the candidate will be teaching and who have agreed in advance that they are willing to serve if selected. This list must be made available to the candidate at the Tenure Review Orientation meeting so that the candidate has time to meet with prospective members of their committee.

In filling position 3 of the ITRC, the Academic Dean of the division in which the probationary faculty member works would normally be selected. However, if there is no Dean overseeing the division then the Vice President for Academic Services may either choose to serve on the ITRC or may appoint a Dean from another academic division to serve on the committee. However, a change in the administrative organization shall not delay the selection of an administrative representative for the ITRC.

11.4.1.4 Replacement of Members

It is acknowledged that it is generally in the best interests of the tenure review process that the same three people serve on the ITRC for the entire four-year period. However, in cases where that is not possible, the following applies.

1. In cases where a member of an ITRC leaves employment with the District or is no longer qualified to fulfil the position on the ITRC that s/he originally held, a replacement member to the committee will be selected based on the original selection criteria.

2. The probationary faculty member may request to replace the faculty member s/he initially selected to serve on the committee (position 2), without cause, once during the four-year tenure review process.
3. If the person holding the position of Department Chairperson changes during the period of an ongoing tenure review process, but the outgoing Department Chairperson remains a faculty member of the District, then this person shall remain on the ITRC for the entire tenure review period.
4. If a clear conflict of interest exists or arises during the four-year tenure review process, the involved member should disqualify him/herself for cause or be subject to disqualification by the other two members of the ITRC.

11.4.2 Tenure Review Process

In general, the tenure review process consists of a number of different activities. They include classroom observations, evaluation of professional duties and responsibilities, candidate's self-assessment, and appropriate meetings with the ITRC and the candidate. The following explains the specific activities required to be completed in each of the eight semesters of the tenure review process.

11.4.2.1 Year One

The New Faculty and Tenure Review Orientation meeting is the first introduction of the tenure review process to the probationary faculty member. At this meeting the faculty member will be instructed about the tenure review process in general and will receive a copy of the job description under which they were hired, a printed copy of this article of the contract, and the list of potential ITRC members.

11.4.2.1.1 Fall Semester

The Department Chairperson will facilitate the start of the tenure review process for each probationary faculty member.

11.4.2.1.1.1 Orientation Meeting

By the third week of the semester the Department Chairperson will contact the candidate to ascertain the member they have chosen for the ITRC. The Department Chairperson will then schedule the initial orientation meeting which will include the three members of the ITRC and the candidate. The orientation meeting should take place no later than the end of the fourth week of the semester.

The members of the ITRC will select one of the three (3) members to serve as chair of the Orientation Meeting and for all subsequent meetings of the ITRC.

At this meeting the Individual Tenure Review Committee form (form A) shall be completed and signed.

The ITRC chair will provide to the candidate a blank copy of the classroom evaluation form (form E1 – regular course, E2 - online course), the self-assessment criteria (form C1 or C2, as appropriate), and the student evaluation form (form M1 – regular course, M2 – online course).

The candidate should provide copies of his/her syllabus for each of the courses being taught to each of the ITRC members.

The members of the ITRC should discuss with the candidate their expectations for the classroom evaluation and professional duties evaluation and ensure that the candidate understands upon what criteria their assessment of his/her performance will be based.

11.4.2.1.1.2 Classroom Observation and Evaluations

Between week 6 and 12 of the fall semester, each of the three members of the ITRC shall complete an observation and evaluation of classroom performance.

Each member of the ITRC will contact the candidate to schedule a day and time for the observation. The candidate must be given at least five (5) days notice prior to the date of observation. The candidate should also be given a few different dates to choose from to allow for exams or other classroom activities that would not be a good measure for evaluation.

Members of the ITRC may not all attend and evaluate the exact same class session, but instead must each evaluate a different date and time, and ideally, a different course being taught. If the candidate is teaching an online course one of the ITRC members may choose to evaluate the online course instead of a traditional face-to-face class.

Prior to each classroom observation the candidate is encouraged to meet briefly with each observer to discuss his/her course topics or provide lesson plans or other materials for the observation session.

11.4.2.1.1.3 Post-Observation Meetings

Within two weeks of the classroom observation, the candidate will meet informally and individually with each member of the ITRC to review the results of the classroom observation. The candidate should be presented with a draft of the classroom evaluation form (form E1 – regular course, E2 - online course), with the opportunity to discuss and clarify information on the form. The evaluator may choose to modify the draft observation if s/he determines it is appropriate.

If the candidate believes that the classroom evaluation was poor and not truly indicative of their teaching abilities, s/he may request that the evaluator attend a second course session for another evaluation. If the evaluator is willing and does observe a second class session, then the final course observation form drafted should be a composite of both classes that were observed rather than a complete replacement.

At this post-observation meeting the evaluator is encouraged to request copies of assignments or exams that the candidate has given to students during the semester and discuss these materials with the candidate.

11.4.2.1.1.4 Candidate's Self-Assessment

During the first fall semester, the candidate needs to complete an initial self-assessment (form C1 or C2, as appropriate). This first self-assessment should focus on the plans and goals that the candidate hopes to achieve in the coming semesters. This document should be realistic and reasonable and focus specifically on issues relevant to the candidate's faculty position with the District.

The self-assessment needs to be completed no later than the 12th week of the semester and submitted to the chair of the ITRC.

11.4.2.1.1.5 Evaluation of Professional Duties

The academic dean shall complete an evaluation of the candidate's professional duties and responsibilities (form I) focusing on the candidate's initial participation in required division, department, and campus-wide meetings and activities. The academic dean should meet informally with the candidate to review this document no later than four weeks before the end of the semester.

11.4.2.1.1.6 Student Evaluations

The candidate is required to administer to students the student evaluation of teaching (form M1 – regular course, M2 - online course) during the last 4 weeks of the semester. The evaluation should be given to all students in all of the classes being taught during the fall semester. It is the candidate's responsibility to administer the evaluation in such a way that students have the opportunity to be fair without fear of reprisal. Student evaluations should be submitted to the area dean as per District policies.

11.4.2.1.1.7 Final ITRC Meeting

During the last 4 weeks of the semester the ITRC will meet, without the candidate being present, to review all of the following materials: 3 classroom evaluations, professional duties evaluation, course syllabi, assignments, exams submitted by the faculty member, candidate's self-assessment, and student evaluations (if available). Together, the members of the ITRC should discuss and decide on their employment recommendation, completing the ITRC Evaluation and Recommendation form (form B).

If the ITRC determines that the candidate's performance was truly exceptional, they may choose to recommend the candidate be granted immediate tenure.

If the ITRC determines the candidate's performance was exceptional or satisfactory they may choose to recommend employing the faculty member for a second one-year contract as probationary and continue with the tenure review process.

If the ITRC determines that the candidate's performance was adequate or unsatisfactory but needs improvement they must discuss and prepare the Remediation Form (form Q) and may choose to recommend employing the faculty member for a second one-year contract as probationary and continue with the tenure review process.

If the ITRC determines that the candidate's performance was unsatisfactory and that remediation would not likely raise the performance to a satisfactory level, they may choose to recommend that the candidate not be re-employed for a second contract.

11.4.2.1.1.8 Final Tenure Review Meeting

During the last 3 weeks of the semester the ITRC will meet with the candidate to present the results of the entire evaluation process, the results of the final ITRC meeting and the committee's employment recommendation.

If the ITRC determines that the candidate's performance needs improvement, they must present a prepared remediation plan for discussion with the candidate at this meeting.

11.4.2.1.1.9 Employment Recommendation

By the end of the fall semester the ITRC is required to submit its employment recommendation, along with copies of all evaluation forms and appropriate substantiating documents to the Vice President for Academic Services. 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.

11.4.2.1.2 Spring Semester

In cases where the candidate received a satisfactory or exceptional evaluation in the fall semester there is generally little action to take during the spring semester except for the administration of student evaluations. However, in cases where the candidate received a remediation plan-during the fall semester there will be additional activities during the spring semester.

11.4.2.1.2.1 ITRC Actions

If applicable, the committee members shall work with the candidate to fulfill the remediation plan, helping the candidate to improve in recognized areas of weakness.

11.4.2.1.2.2 Candidate's Actions

If the candidate received a remediation plan s/he must work on the issues identified in the plan during the spring semester. The candidate should keep careful and complete records of all efforts taken to address the remedial issues. The candidate is encouraged to work with the faculty members of the ITRC or with other faculty members in the division in a mentoring role to improve performance.

The candidate is required to administer to students the student evaluation of teaching (form M1 – regular course, M2 - online course) during the last 4 weeks of the spring semester. The evaluation should be given to all students in all of the classes being taught during the spring semester. It is the candidate's responsibility to administer the evaluation in such a way that students have the opportunity to be fair without fear of

reprisal. Student evaluations should be submitted to the area dean as per District policies.

11.4.2.1.2.3 District's Actions

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 Vice President for Academic Services, the Superintendent/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 contract for the following academic year;
- b. to enter into a second contract for the following academic year, continuing the faculty member's status as probationary;
- c. to employ the candidate as a tenured employee for all subsequent academic years.

11.4.2.2 Year Two

The second year of the tenure review process is similar to the first year.

11.4.2.2.1 Fall Semester

The ITRC chair will facilitate the second year of the tenure review process for each probationary faculty member.

11.4.2.2.1.1 Second Year Orientation Meeting

By the second week of the semester the ITRC chair will contact the candidate and members of the Individual Tenure Review Committee to determine if there will be any changes to the committee membership, and if changes are required the ITRC chair will facilitate the replacement of committee members.

The chair of the ITRC will then organize the second orientation meeting which should take place no later than the end of the fourth week of the semester.

At this meeting a revised Individual Tenure Review Committee form (form A) shall be completed and signed, if needed.

The ITRC and candidate should review the results of the previous year's tenure review process and discuss their expectations for the second year.

In cases where there was a remediation plan, the progress made on that plan during the previous spring semester should be discussed and documented. If there are still unresolved problems, then an updated plan should be created to focus on what the goals and benchmarks are for the second fall semester.

11.4.2.2.1.2 Classroom Observation and Evaluations

Between week 6 and 12 of the fall semester, each of the three members of the ITRC shall complete an observation and evaluation of classroom performance.

Each member of the ITRC will contact the candidate to schedule a day and time for the observation. The candidate must be given at least five (5) days notice prior to the date of observation. The candidate should also be given a few different dates to choose from to allow for exams or other classroom activities that would not be a good measure for evaluation.

Members of the ITRC may not all attend and evaluate the exact same class session, but instead must each evaluate a different date and time, and ideally, a different course being taught. If the candidate is teaching an online course one of the ITRC members may choose to evaluate the online course instead of a traditional face-to-face class.

Prior to each classroom observation the candidate is encouraged to meet briefly with each observer to discuss his/her course topics or provide lesson plans or other materials for the observation session.

11.4.2.2.1.3 Post-Observation Meetings

Within two weeks of the classroom observation, the candidate will meet informally and individually with each member of the ITRC to review the results of the classroom observation. The candidate should be presented with a draft of the classroom evaluation form (form E1 – regular course, E2 - online course), with the opportunity to discuss and clarify information on the form. The evaluator may choose to modify the draft observation if s/he determines it is appropriate.

If the candidate believes that the classroom evaluation was poor and not truly indicative of their teaching abilities, s/he may request that the evaluator attend a second course session for another evaluation. If the evaluator is willing and does observe a second class session, then the final course observation form drafted should be a composite of both classes that were observed rather than a complete replacement.

At this post-observation meeting the evaluator is encouraged to request copies of assignments or exams that the candidate has given to students during the semester and discuss these materials with the candidate.

11.4.2.2.1.4 Candidate's Self-Assessment

During the second fall semester, the candidate needs to complete a second self-assessment (form C2). This second self-assessment should focus equally on accomplishments of the past year as well as on the plans and goals that the candidate hopes to achieve in the coming semesters. This document should be realistic and reasonable and focus specifically on issues relevant to the candidate's faculty position with the District.

The self-assessment needs to be completed no later than the 12th week of the semester and submitted to the chair of the ITRC.

11.4.2.2.1.5 Evaluation of Professional Duties

The academic dean shall complete an evaluation of the candidate's professional duties and responsibilities (form I) focusing on the candidate's participation in required division, department, and campus-wide meetings and activities. The academic dean should meet informally with the candidate to review this document no later than four weeks before the end of the semester.

11.4.2.2.1.6 Student Evaluations

The candidate is required to administer to students the student evaluation of teaching (form M1 – regular course, M2 - online course), during the last 4 weeks of the semester. The evaluation should be given to all students in all of the classes being taught during the fall semester. It is the candidate's responsibility to administer the evaluation in such a way that students have the opportunity to be fair without fear of reprisal. Student evaluations should be submitted to the area dean as per District policies.

11.4.2.2.1.7 Final ITRC Meeting

During the last 4 weeks of the semester the ITRC will meet, without the candidate being present, to review all of the following materials: 3 classroom evaluations, professional duties evaluation, course syllabi, assignments, exams submitted by the faculty member, candidate's self-assessment, and student evaluations (if available). Together, the members of the ITRC should discuss and decide on their employment recommendation, completing the ITRC Evaluation and Recommendation form (form B).

If the ITRC determines that the candidate's performance was truly exceptional, they may choose to recommend the candidate be granted immediate tenure.

If the ITRC determines the candidate's performance was exceptional or satisfactory they may choose to recommend employing the faculty member for a third two-year contract as probationary and continue with the tenure review process.

If the ITRC determines that the candidate's performance was adequate or unsatisfactory but needs improvement they must discuss and prepare the Remediation Form (form Q) and may choose to recommend employing the faculty member for a third two-year contract as probationary and continue with the tenure review process.

If the ITRC determines that the candidate's performance was unsatisfactory and that remediation would not likely raise the performance to a satisfactory level, they may choose to recommend that the candidate not be re-employed for a third contract.

11.4.2.2.1.8 Final Tenure Review Meeting

During the last 3 weeks of the semester the ITRC will meet with the candidate to present the results of the entire evaluation process. the results of the final ITRC meeting, and the committee's employment recommendation.

If the ITRC determines that the candidate's performance needs improvement, they must present a prepared remediation plan for discussion with the candidate at this meeting.

11.4.2.2.1.9 Employment Recommendation

By the end of the fall semester the ITRC is required to submit its employment recommendation, along with copies of all evaluation forms and appropriate substantiating documents to the Vice President for Academic Services. 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.

11.4.2.2.2 Spring Semester

In cases where the candidate received a satisfactory or exceptional evaluation in the fall semester there is generally little action to take during the spring semester except for the administration of student evaluations. However, in cases where the candidate received a remediation plan during the fall semester there will be additional activities during the spring semester.

11.4.2.2.2.1 ITRC Actions

If applicable, the committee members shall work with the candidate to fulfill the remediation plan, helping the candidate to improve in recognized areas of weakness.

11.4.2.2.2.2 Candidate's Actions

If the candidate received a remediation plan s/he must work on the issues identified in the plan during the spring semester. The candidate should keep careful and complete records of all efforts taken to address the remedial issues. The candidate is encouraged to work with the faculty members of the ITRC or with other faculty members in the division in a mentoring role to improve performance.

The candidate is required to administer to students the student evaluation of teaching (form M1 – regular course, M2 - online course) during the last 4 weeks of the spring semester. The evaluation should be given to all students in all of the classes being taught during the spring semester. It is the candidate's responsibility to administer the evaluation in such a way that students have the opportunity to be fair without fear of reprisal. Student evaluations should be submitted to the area dean as per District policies.

11.4.2.2.2.3 District's Actions

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 Vice President for Academic Services, the Superintendent/President and in accordance with California Education Code §87608.5, the governing

board shall elect one of the following options prior to March 15:

- a. not to enter into contract for the following academic year;
- b. to enter into a third contract for the following two academic years, continuing the faculty member's status as probationary;
- c. to employ the candidate as a tenured employee for all subsequent academic years.

11.4.2.3 Year Three

The third year of the tenure review process is similar to the second year though there is no employment recommendation made in the third year.

11.4.2.3.1 Fall Semester

The ITRC chair will facilitate the third year of the tenure review process for each probationary faculty member.

11.4.2.3.1.1 Third Year Orientation Meeting

By the second week of the semester the ITRC chair will contact the candidate and members of the Individual Tenure Review Committee to determine if there will be any changes to the committee membership, and if changes are required the ITRC chair will facilitate the replacement of committee members.

The chair of the ITRC will then organize the third-year orientation meeting which should take place no later than the end of the fourth week of the semester.

At this meeting a revised Individual Tenure Review Committee form (form A) shall be completed and signed, if needed.

The ITRC and candidate should review the results of the previous year's tenure review process and discuss their expectations for the third year.

In cases where there was a remediation plan, the progress made on that plan during the previous spring semester should be discussed and documented. If there are still unresolved problems, then an updated plan should be created to focus on what the goals and benchmarks are for the third fall semester.

11.4.2.3.1.2 Classroom Observation and Evaluations

Between week 6 and 12 of the fall semester, each of the three members of the ITRC shall complete an observation and evaluation of classroom performance.

Each member of the ITRC will contact the candidate to schedule a day and time for the observation. The candidate must be given at least five (5) days notice prior to the date of observation. The candidate should also be given a few different dates to choose from to allow for exams or other classroom activities that would not be a good measure for evaluation.

Members of the ITRC may not all attend and evaluate the exact same class session, but instead must each evaluate a different date and time, and ideally, a different course being taught. If the candidate is teaching an online course one of the ITRC members may choose to evaluate the online course instead of a traditional face-to-face class.

Prior to each classroom observation the candidate is encouraged to meet briefly with each observer to discuss his/her course topics or provide lesson plans or other materials for the observation session.

11.4.2.3.1.3 Post-Observation Meetings

Within two weeks of the classroom observation, the candidate will meet informally and individually with each member of the ITRC to review the results of the classroom observation. The candidate should be presented with a draft of the classroom evaluation form (form E1 – regular course, E2 - online course), with the opportunity to discuss and clarify information on the form. The evaluator may choose to modify the draft observation if s/he determines it is appropriate.

If the candidate believes that the classroom evaluation was poor and not truly indicative of their teaching abilities, s/he may request that the evaluator attend a second course session for another evaluation. If the evaluator is willing and does observe a second class session, then the final course observation form drafted should be a composite of both classes that were observed rather than a complete replacement.

At this post-observation meeting the evaluator is encouraged to request copies of assignments or exams that the candidate has given to students during the semester and discuss these materials with the candidate.

11.4.2.3.1.4 Candidate's Self-Assessment

During the third fall semester, the candidate needs to complete a third self-assessment (form C2). This third self-assessment should focus equally on accomplishments of the past year as well as on the plans and goals that the candidate hopes to achieve in the coming semesters. This document should be realistic and reasonable and focus specifically on issues relevant to the candidate's faculty position with the District.

The self-assessment needs to be completed no later than the 12th week of the semester and submitted to the chair of the ITRC.

11.4.2.3.1.5 Evaluation of Professional Duties

The academic dean shall complete an evaluation of the candidate's professional duties and responsibilities (form I) focusing on the candidate's participation in required division, department, and campus-wide meetings and activities. The academic dean should meet informally with the candidate to review this document no later than four weeks before the end of the semester.

11.4.2.3.1.6 Student Evaluations

The candidate is required to administer to students the student

evaluation of teaching (form M1 – regular course, M2 - online course) during the last 4 weeks of the semester. The evaluation should be given to all students in all of the classes being taught during the fall semester. It is the candidate's responsibility to administer the evaluation in such a way that students have the opportunity to be fair without fear of reprisal. Student evaluations should be submitted to the area dean as per District policies.

11.4.2.3.1.7 Final ITRC Meeting

During the last 4 weeks of the semester the ITRC will meet, without the candidate being present, to review all of the following materials: 3 classroom evaluations, professional duties evaluation, course syllabi, assignments, exams submitted by the faculty member, candidate's self-assessment, and student evaluations (if available). Together, the members of the ITRC should discuss the progress of the candidate's tenure review and be focusing on the goals and objectives for the fourth year. There is no employment recommendation in the third year since the contract under which the probationary employee is working is for two years, covering the third and fourth years of the tenure review process.

11.4.2.3.1.8 Final Tenure Review Meeting

During the last 3 weeks of the semester the ITRC will meet with the candidate to present the results of the entire evaluation process and the results of the final ITRC meeting.

If the ITRC determines that the candidate's performance needs improvement, they must present a prepared remediation plan for discussion with the candidate at this meeting.

11.4.2.3.1.9 Submitting Documentation

By the end of the fall semester the ITRC is required to submit all the documentation generated as part of the third year of the tenure review process, including copies of all evaluation forms and appropriate substantiating documents to the Vice President for Academic Services.

11.4.2.3.2 Spring Semester

In cases where the candidate received a satisfactory or exceptional evaluation in the fall semester there is generally little action to take during the spring semester except for the administration of student evaluations. However, in cases where the candidate received a remediation plan during the fall semester there will be additional activities during the spring semester.

11.4.2.3.2.1 ITRC Actions

If applicable, the committee members shall work with the candidate to fulfill the remediation plan, helping the candidate to improve in recognized areas of weakness.

11.4.2.3.2.2 Candidate's Actions

If the candidate received a remediation plan s/he must work on the issues identified in the plan during the spring semester. The candidate

should keep careful and complete records of all efforts taken to address the remedial issues. The candidate is encouraged to work with the faculty members of the ITRC or with other faculty members in the division in a mentoring role to improve performance.

The candidate is required to administer to students the student evaluation of teaching (form M1 – regular course, M2 - online course) during the last 4 weeks of the spring semester. The evaluation should be given to all students in all of the classes being taught during the spring semester. It is the candidate's responsibility to administer the evaluation in such a way that students have the opportunity to be fair without fear of reprisal. Student evaluations should be submitted to the area dean as per District policies.

11.4.2.4 Year Four

The fourth year is the final year of the tenure review process. The activities of this year are similar to previous years with a final employment recommendation made.

11.4.2.4.1 Fall Semester

The ITRC chair will facilitate the fourth year of the tenure review process for each probationary faculty member.

11.4.2.4.1.1 Fourth Year Orientation Meeting

By the second week of the semester the ITRC chair will contact the candidate and members of the Individual Tenure Review Committee to determine if there will be any changes to the committee membership, and if changes are required the ITRC chair will facilitate the replacement of committee members.

The chair of the ITRC will then organize the fourth orientation meeting which should take place no later than the end of the fourth week of the semester.

At this meeting a revised Individual Tenure Review Committee form (form A) shall be completed and signed, if needed.

The ITRC and candidate should review the results of the previous year's tenure review process and discuss their expectations for the fourth year.

In cases where there was a remediation plan, the progress made on that plan during the previous spring semester should be discussed and documented. If there are still unresolved problems, then an updated plan should be created to focus on what the goals and benchmarks are for the fourth fall semester.

11.4.2.4.1.2 Classroom Observation and Evaluations

Between week 6 and 12 of the fall semester, each of the three members of the ITRC shall complete an observation and evaluation of classroom performance.

Each member of the ITRC will contact the candidate to schedule a day and time for the observation. The candidate must be given at least five

(5) days notice prior to the date of observation. The candidate should also be given a few different dates to choose from to allow for exams or other classroom activities that would not be a good measure for evaluation.

Members of the ITRC may not all attend and evaluate the exact same class session, but instead must each evaluate a different date and time, and ideally, a different course being taught. If the candidate is teaching an online course one of the ITRC members may choose to evaluate the online course instead of a traditional face-to-face class.

Prior to each classroom observation the candidate is encouraged to meet briefly with each observer to discuss his/her course topics or provide lesson plans or other materials for the observation session.

11.4.2.4.1.3 Post-Observation Meetings

Within two weeks of the classroom observation, the candidate will meet informally and individually with each member of the ITRC to review the results of the classroom observation. The candidate should be presented with a draft of the classroom evaluation form (form E1 – regular course, E2 - online course), with the opportunity to discuss and clarify information on the form. The evaluator may choose to modify the draft observation if s/he determines it is appropriate.

If the candidate believes that the classroom evaluation was poor and not truly indicative of their teaching abilities, s/he may request that the evaluator attend a second course session for another evaluation. If the evaluator is willing and does observe a second class session, then the final course observation form drafted should be a composite of both classes that were observed rather than a complete replacement.

At this post-observation meeting the evaluator is encouraged to request copies of assignments or exams that the candidate has given to students during the semester and discuss these materials with the candidate.

11.4.2.4.1.4 Candidate's Self-Assessment

During the fourth fall semester, the candidate needs to complete a final tenure review self-assessment (form C2). This self-assessment should focus on the candidate's accomplishments during the tenure review process and look forward to their continuing contributions to the college in the future should they be granted tenure. This document should be realistic and reasonable and focus specifically on issues relevant to the candidate's faculty position with the District.

The self-assessment needs to be completed no later than the 12th week of the semester and submitted to the chair of the ITRC.

11.4.2.4.1.5 Evaluation of Professional Duties

The academic dean shall complete an evaluation of the candidate's professional duties and responsibilities (form I) focusing on the candidate's participation in required division, department, and campus-wide meetings and activities. The academic dean should meet informally with the candidate to review this document no later than four weeks

before the end of the semester.

11.4.2.4.1.6 Student Evaluations

The candidate is required to administer to students the student evaluation of teaching (form M1 – regular course, M2 - online course) during the last 4 weeks of the semester. The evaluation should be given to all students in all of the classes being taught during the fall semester. It is the candidate's responsibility to administer the evaluation in such a way that students have the opportunity to be fair without fear of reprisal. Student evaluations should be submitted to the area dean as per District policies.

11.4.2.4.1.7 Final ITRC Meeting

During the last 4 weeks of the semester the ITRC will meet, without the candidate being present, to review all of the following materials: 3 classroom evaluations, professional duties evaluation, course syllabi, assignments, exams submitted by the faculty member, candidate's self-assessment, and student evaluations (if available). Together, the members of the ITRC should discuss and decide on their employment recommendation, completing the ITRC Evaluation and Recommendation form (form B).

If the ITRC determines the candidate's performance was satisfactory or better they may choose to recommend employing the faculty member as a tenured faculty member for all subsequent academic years.

If the ITRC determines that the candidate's performance was unsatisfactory and that all efforts toward remediation have failed, they may choose to recommend that the candidate not be re-employed as a tenured faculty member.

11.4.2.4.1.8 Final Tenure Review Meeting

During the last 3 weeks of the semester the ITRC will meet with the candidate to present the results of the entire evaluation process and the results of the final ITRC meeting and the committee's employment recommendation.

If the ITRC determines that the candidate's performance needs improvement, they must present a prepared remediation plan for discussion with the candidate at this meeting.

11.4.2.4.1.9 Employment Recommendation

By the end of the fall semester the ITRC is required to submit its final employment recommendation, along with copies of all evaluation forms and appropriate substantiating documents to the Vice President for Academic Services. 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.

11.4.2.4.2 Spring Semester

In most cases, during the spring semester of the fourth year of the tenure review process there will be little action. It may be possible that there are some remediation issues still outstanding that have to be addressed and monitored.

11.4.2.4.2.1 ITRC Actions

If applicable, the committee members shall work with the candidate to fulfill the remediation plan, helping the candidate to improve in recognized areas of weakness.

11.4.2.4.2.2 Candidate's Actions

If the candidate received a remediation plan s/he must work on the issues identified in the plan during the spring semester. The candidate should keep careful and complete records of all efforts taken to address the remedial issues. The candidate is encouraged to work with the faculty members of the ITRC or with other faculty members in the division in a mentoring role to improve performance.

The candidate is required to administer to students the student evaluation of teaching (form M1 – regular course, M2 - online course) during the last 4 weeks of the spring semester. The evaluation should be given to all students in all of the classes being taught during the spring semester. It is the candidate's responsibility to administer the evaluation in such a way that students have the opportunity to be fair without fear of reprisal. Student evaluations should be submitted to the area dean as per District policies.

11.4.2.4.2.3 District's Actions

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 Vice President for Academic Services, the Superintendent/President and in accordance with California Education Code §87609, the governing board shall elect one of the following options prior to March 15:

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

11.5 Tenure Review for Non-Teaching Faculty

11.5.1 Individual Tenure Review Committee (ITRC)

Each probationary faculty member shall have an Individual Tenure Review Committee that will be responsible for their tenure review process.

11.5.1.1 Purpose and Responsibilities

The purpose of the Individual Tenure Review Committee is to make a recommendation to the District on the continued employment of the probationary faculty member and to recommend, by the end of the tenure review process, if the probationary faculty member does or does not merit tenure.

The Individual Tenure Review Committee is responsible for:

1. being familiar with the tenure review process and ensuring that the tenure review process is followed correctly, completely, and in a timely manner;
2. establishing the goals and criteria for the individual faculty member's tenure review process, based upon the job description and criteria under which the faculty member was hired;
3. clearly defining and communicating the performance expectations in counseling, librarianship, or other non-teaching areas, as appropriate for the probationary faculty member, while recognizing that the candidate may have a different style of counseling or working from their own and focusing on working effectively with students rather than a specific style of interaction;
4. clearly defining and communicating the administrative and shared governance responsibilities of the probationary faculty member;
5. evaluating the probationary faculty member in a fair, unbiased, and comprehensive manner;
6. working with the probationary faculty member in improving performance and meeting the expectations for tenure; and
7. respecting the confidentiality of the tenure review process, treating evaluations and the review of faculty members as private information.

11.5.1.2 Structure

The Individual Tenure Review Committee shall normally be composed of three members, two regular faculty members and one administrator. The ITRC is made up of:

1. the Student Services Coordinator from the respective program in which the probationary faculty member works, a Librarian, or an appropriate faculty designee familiar with the duties of the candidate's position;
2. a tenured faculty member, selected by the candidate;
3. the Student Services Dean, or Academic Dean of the area in which the probationary faculty member works, or the Vice President for Student Services or the Vice President for Academic Services, as appropriate.

11.5.1.3 Selection Procedure

In cases where there is no Coordinator, or there is a conflict which prohibits a Coordinator from serving on the ITRC, the Dean or Vice President shall select a tenured faculty member for position 1 of the ITRC. The faculty member who serves in this position must be familiar with the type of students or programs under which the candidate will be counseling, appropriate academic librarianship, or other non-teaching activities, and should be familiar with the professional duties that all faculty members are required to perform and be willing to serve.

For filling position 2 of the ITRC, the probationary faculty member shall be provided with a short list of 3 to 5 persons from which they may select their chosen ITRC member. This list will be developed by the Coordinator and Student Services or Academic Dean

(positions 1 and 3 of the ITRC) prior to the start of the candidate's employment and include the names of tenured faculty members who are familiar with the position that candidate will be working in and who have agreed in advance that they are willing to serve if selected. This list must be made available to the candidate at the Tenure Review Orientation meeting so that the candidate has time to meet with prospective members of their committee.

In filling position 3 of the ITRC, the Dean overseeing the area in which the probationary faculty member works would normally be selected. However, if there is no Dean overseeing the area then the appropriate Vice President may either choose to serve on the ITRC or may appoint a Dean from another area to serve on the committee. However, a change in the administrative organization shall not delay the selection of an administrative representative for the ITRC.

11.5.1.4 Replacement of Members

It is acknowledged that it is generally in the best interests of the tenure review process that the same three people serve on the ITRC for the entire four-year period. However, in cases where that is not possible, the following applies.

1. In cases where a member of an ITRC leaves employment with the District or is no longer qualified to fulfill the position on the ITRC that s/he originally held, a replacement member to the committee will be selected based on the original selection criteria.
2. The probationary faculty member may request to replace the faculty member s/he initially selected to serve on the committee (position 2), without cause, once during the four-year tenure review process.
3. If the person holding the position of Coordinator changes during the period of an ongoing tenure review process, but the outgoing person remains a faculty member of the District, then this person shall remain on the ITRC for the entire tenure review period.
4. If a clear conflict of interest exists or arises during the four-year tenure review process, the involved member should disqualify him/herself for cause or be subject to disqualification by the other two members of the ITRC.

11.5.2 Tenure Review Process

In general, the tenure review process consists of a number of different activities. They include observations, evaluation of professional duties and responsibilities, candidate's self-assessment, and appropriate meetings with the ITRC and the candidate. The following explains the specific activities required to be completed in each of the eight semesters of the tenure review process.

11.5.2.1 Year One

The New Faculty and Tenure Review Orientation meeting is the first introduction of the tenure review process to the probationary faculty member. At this meeting the faculty member will be instructed about the tenure review process in general and will receive a copy of the job description under which they were hired, a printed copy of this article of the contract, and the list of potential ITRC members.

11.5.2.1.1 Fall Semester

The Coordinator will facilitate the start of the tenure review process for each

probationary faculty member.

11.5.2.1.1.1 Orientation Meeting

By the third week of the semester the Coordinator will contact the candidate to ascertain the member they have chosen for the ITRC. The Coordinator will then schedule the initial orientation meeting which will include the three members of the ITRC and the candidate. The orientation meeting should take place no later than the end of the fourth week of the semester.

The members of the ITRC will select one of the three (3) members to serve as chair of the Orientation Meeting and for all subsequent meetings of the ITRC.

At this meeting the Individual Tenure Review Committee form (form A) shall be completed and signed.

The ITRC chair will provide to the candidate a blank copy of the counseling evaluation form (form F), librarian evaluation form (form G), or general non-classroom faculty observation form (form H), the self-assessment criteria (form C1 or C2, as appropriate), and the student evaluation form for those faculty who regularly interact with students (forms N, O, or P).

The members of the ITRC should discuss with the candidate their expectations for the observations and professional duties evaluation and ensure that the candidate understands upon what criteria their assessment of his/her performance will be based.

11.5.2.1.1.2 Observation and Evaluations

Between week 4 and 12 of the fall semester, each of the three members of the ITRC shall observe the candidate interacting with students two times.

Each member of the ITRC will contact the candidate to schedule a day and time for the observation. The candidate must be given at least five (5) days notice prior to the date of observation.

Members of the ITRC may not all observe and evaluate the exact same session, but instead must each observe at a different date and time, and ideally, at different times during the day, week, or with different student populations.

Prior to each observation the candidate is encouraged to meet briefly with each observer to provide a brief student history, an outline of a presentation, or a presentation handout, and discuss the goals and plans for the student contact.

11.5.2.1.1.3 Post-Observation Meetings

Within two weeks of completing both observations, the candidate will meet informally and individually with each member of the ITRC to review the results of the observations. The candidate should be presented with a draft of the counseling, librarian or non-classroom faculty evaluation

forms (form F, G, or H), with the opportunity to discuss and clarify information on the form.

If the candidate believes that the evaluation was poor and not truly indicative of their abilities, s/he may request that the evaluator attend an additional student session for another evaluation. If the evaluator is willing and does observe a third session, then the final observation evaluation form drafted should be a composite of all the sessions that were observed rather than a replacement.

At this post-observation meeting the evaluator is encouraged to request copies of any handouts or other materials that the candidate used with students.

11.5.2.1.1.4 Candidate's Self-Assessment

During the first fall semester, the candidate needs to complete an initial self-assessment (form C1 or C2, as appropriate). This first self-assessment should focus on the plans and goals that the candidate hopes to achieve in the coming semesters. This document should be realistic and reasonable and focus specifically on issues relevant to the candidate's faculty position with the District.

The self-assessment needs to be completed no later than the 12th week of the semester and submitted to the chair of the ITRC.

11.5.2.1.1.5 Evaluation of Professional Duties

The administrator shall complete an evaluation of the candidate's professional duties and responsibilities (form J, K, or L) focusing on the candidate's initial participation in required department and campus-wide meetings and activities. The administrator should meet informally with the candidate to review this document no later than four weeks before the end of the semester.

11.5.2.1.1.6 Student Evaluations

The candidate is required to provide a student evaluation of counseling form (form N), a student evaluation of librarian form (form O), or student evaluation of non-classroom faculty form (form P) to those students who were provided assistance by the candidate during a three week time range assigned by the respective administrator after conferring with the candidate. Students should be instructed to deposit their completed evaluation forms in a secure container and those evaluations should be collected by the Dean.

11.5.2.1.1.7 Final ITRC Meeting

During the last 4 weeks of the semester the ITRC will meet, without the candidate being present, to review all of the following materials: 6 observations, professional duties evaluation, any materials or records submitted by the faculty member, and student evaluations. Together, the members of the ITRC should discuss and decide on their employment recommendation, completing the ITRC Evaluation and Recommendation form (form B).

If the ITRC determines that the candidate's performance was truly exceptional, they may choose to recommend the candidate be granted immediate tenure.

If the ITRC determines the candidate's performance was exceptional or satisfactory they may choose to recommend employing the faculty member for a second one-year contract as probationary and continue with the tenure review process.

If the ITRC determines that the candidate's performance was adequate or unsatisfactory but needs improvement they must discuss and prepare the Remediation Form (form Q) and may choose to recommend employing the faculty member for a second one-year contract as probationary and continue with the tenure review process.

If the ITRC determines that the candidate's performance was unsatisfactory and that remediation would not likely raise the performance to a satisfactory level, they may choose to recommend that the candidate not be re-employed for a second contract.

11.5.2.1.1.8 Final Tenure Review Meeting

During the last 3 weeks of the semester the ITRC will meet with the candidate to present the results of the entire evaluation process, the results of the final ITRC meeting and the committee's employment recommendation. The ITRC will also present copies of the student evaluations to the candidate at this meeting for their review.

If the ITRC determines that the candidate's performance needs improvement, they must present a prepared remediation plan for discussion with the candidate at this meeting.

11.5.2.1.1.9 Employment Recommendation

By the end of the fall semester the ITRC is required to submit its employment recommendation, along with copies of all evaluation forms and appropriate substantiating documents to the appropriate Vice 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.

11.5.2.1.2 Spring Semester

In cases where the candidate received a satisfactory or exceptional evaluation in the fall semester there is generally little action to take during the spring semester except for the administration of student evaluations. However, in cases where the candidate received a remediation plan during the fall semester there will be additional activities during the spring semester.

11.5.2.1.2.1 ITRC Actions

If applicable, the committee members shall work with the candidate to fulfill the remediation plan, helping the candidate to improve in recognized areas of weakness.

11.5.2.1.2.2 Candidate's Actions

If the candidate received a remediation plan s/he must work on the issues identified in the plan during the spring semester. The candidate should keep careful and complete records of all efforts taken to address the remedial issues. The candidate is encouraged to work with the faculty members of the ITRC or with other faculty members in the area in a mentoring role to improve performance.

The candidate is required to provide a student evaluation of counseling form (form N), a student evaluation of librarian form (form O), or student evaluation of non-classroom faculty form (form P) to those students who were provided assistance by the candidate during a three week time range assigned by the respective administrator after conferring with the candidate. Students should be instructed to deposit their completed evaluation forms in a secure container and those evaluations should be collected by the Dean.

11.5.2.1.2.3 District's Actions

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 appropriate Vice President, the Superintendent/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 contract for the following academic year;
- b. to enter into a second contract for the following academic year, continuing the faculty member's status as probationary;
- c. to employ the candidate as a tenured employee for all subsequent academic years.

11.5.2.2 Year Two

The second year of the tenure review process is similar to the first year.

11.5.2.2.1 Fall Semester

The ITRC chair will facilitate the second year of the tenure review process for each probationary faculty member.

11.5.2.2.1.1 Second Year Orientation Meeting

By the second week of the semester the ITRC chair will contact the candidate and members of the Individual Tenure Review Committee to determine if there will be any changes to the committee membership, and if changes are required the ITRC chair will facilitate the replacement of committee members.

The chair of the ITRC will then organize the second orientation meeting which should take place no later than the end of the fourth week of the semester.

At this meeting a revised Individual Tenure Review Committee form (form A) shall be completed and signed, if needed.

The ITRC and candidate should review the results of the previous year's tenure review process and discuss their expectations for the second year.

In cases where there was a remediation plan, the progress made on that plan during the previous spring semester should be discussed and documented. If there are still unresolved problems, then an updated plan should be created to focus on what the goals and benchmarks are for the second fall semester.

11.5.2.2.1.2 Observation and Evaluations

Between week 4 and 12 of the fall semester, each of the three members of the ITRC shall observe the candidate interacting with students two times.

Each member of the ITRC will contact the candidate to schedule a day and time for the observation. The candidate must be given at least five (5) days notice prior to the date of observation.

Members of the ITRC may not all observe and evaluate the exact same session, but instead must each observe at a different date and time, and ideally, at different times during the day, week, or with different student populations.

Prior to each observation the candidate is encouraged to meet briefly with each observer to provide a brief student history, an outline of a presentation, or a presentation handout, and discuss the goals and plans for the student contact.

11.5.2.2.1.3 Post-Observation Meetings

Within two weeks of completing both observations, the candidate will meet informally and individually with each member of the ITRC to review the results of the observations. The candidate should be presented with a draft of the counseling, librarian or non-classroom faculty evaluation forms (form F, G, or H), with the opportunity to discuss and clarify information on the form.

If the candidate believes that the evaluation was poor and not truly indicative of their abilities, s/he may request that the evaluator attend an additional student session for another evaluation. If the evaluator is willing and does observe a third session, then the final observation evaluation form drafted should be a composite of all the sessions that were observed rather than a replacement.

At this post-observation meeting the evaluator is encouraged to request copies of any handouts or other materials that the candidate has used with students.

11.5.2.2.1.4 Candidate's Self-Assessment

During the second fall semester, the candidate needs to complete a

second self-assessment (form C2). This second self-assessment should focus equally on accomplishments of the past year as well as on the plans and goals that the candidate hopes to achieve in the coming semesters. This document should be realistic and reasonable and focus specifically on issues relevant to the candidate's faculty position with the District.

The self-assessment needs to be completed no later than the 12th week of the semester and submitted to the chair of the ITRC.

11.5.2.2.1.5 Evaluation of Professional Duties

The administrator shall complete an evaluation of the candidate's professional duties and responsibilities (form J, K, or L) focusing on the candidate's participation in required department and campus-wide meetings and activities. The administrator should meet informally with the candidate to review this document no later than four weeks before the end of the semester.

11.5.2.2.1.6 Student Evaluations

The candidate is required to provide a student evaluation of counseling form (form N), a student evaluation of librarian form (form O), or student evaluation of non-classroom faculty form (form P) to those students who were provided assistance by the candidate during a three week time range assigned by the respective administrator after conferring with the candidate. Students should be instructed to deposit their completed evaluation forms in a secure container and those evaluations should be collected by the Dean.

11.5.2.2.1.7 Final ITRC Meeting

During the last 4 weeks of the semester the ITRC will meet without the candidate being present to review all of the following materials: 6 observations, professional duties evaluation, any materials or records submitted by the faculty member, candidate's self-assessment, and student evaluations. Together, the members of the ITRC should discuss and decide on their employment recommendation, completing the ITRC Evaluation and Recommendation form (form B).

If the ITRC determines that the candidate's performance was truly exceptional, they may choose to recommend the candidate be granted immediate tenure.

If the ITRC determines the candidate's performance was exceptional or satisfactory they may choose to recommend employing the faculty member for a third two-year contract as probationary and continue with the tenure review process.

If the ITRC determines that the candidate's performance was adequate or unsatisfactory but needs improvement they must discuss and prepare the Remediation Form (form Q) and may choose to recommend employing the faculty member for a third two-year contract as probationary and continue with the tenure review process.

If the ITRC determines that the candidate's performance was

unsatisfactory and that remediation would not likely raise the performance to a satisfactory level, they may choose to recommend that the candidate not be re-employed for a third contract.

11.5.2.2.1.8 Final Tenure Review Meeting

During the last 3 weeks of the semester the ITRC will meet with the candidate to present the results of the entire evaluation process, the results of the final IRTC meeting and the committee's employment recommendation. The ITRC will also present copies of the student evaluations to the candidate at this meeting for their review.

If the ITRC determines that the candidate's performance needs improvement, they must present a prepared remediation plan for discussion with the candidate at this meeting.

11.5.2.2.1.9 Employment Recommendation

By the end of the fall semester the ITRC is required to submit its employment recommendation, along with copies of all evaluation forms and appropriate substantiating documents to the appropriate Vice 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.

11.5.2.2.2 Spring Semester

In cases where the candidate received a satisfactory or exceptional evaluation in the fall semester there is generally little action to take during the spring semester except for the administration of student evaluations. However, in cases where the candidate received a remediation plan during the fall semester there will be additional activities during the spring semester.

11.5.2.2.2.1 ITRC Actions

If applicable, the committee members shall work with the candidate to fulfill the remediation plan, helping the candidate to improve in recognized areas of weakness.

11.5.2.2.2.2 Candidate's Actions

If the candidate received a remediation plan s/he must work on the issues identified in the plan during the spring semester. The candidate should keep careful and complete records of all efforts taken to address the remedial issues. The candidate is encouraged to work with the faculty members of the ITRC or with other faculty members in the area in a mentoring role to improve performance.

The candidate is required to provide a student evaluation of counseling form (form N), a student evaluation of librarian form (form O), or student evaluation of non-classroom faculty form (form P) to those students who were provided assistance by the candidate during a three week time range assigned by the respective administrator after conferring with the candidate. Students should be instructed to deposit their completed

evaluation forms in a secure container and those evaluations should be collected by the Dean.

11.5.2.2.3 District's Actions

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 appropriate Vice President, the Superintendent/President and in accordance with California Education Code §87608.5, 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, continuing the faculty member's status as probationary;
- c. to employ the candidate as a tenured employee for all subsequent academic years.

11.5.2.3 Year Three

The third year of the tenure review process is similar to the second year though there is no employment recommendation made in the third year.

11.5.2.3.1 Fall Semester

The ITRC Chair will facilitate the third year of the tenure review process for each probationary faculty member.

11.5.2.3.1.1 Third Year Orientation Meeting

By the second week of the semester the ITRC chair will contact the candidate and members of the Individual Tenure Review Committee to determine if there will be any changes to the committee membership, and if changes are required the ITRC chair will facilitate the replacement of committee members.

The chair of the ITRC will then organize the third-year orientation meeting which should take place no later than the end of the fourth week of the semester.

At this meeting a revised Individual Tenure Review Committee form (form A) shall be completed and signed, if needed.

The ITRC and candidate should review the results of the previous year's tenure review process and discuss their expectations for the third year.

In cases where there was a remediation plan, the progress made on that plan during the previous spring semester should be discussed and documented. If there are still unresolved problems, then an updated plan should be created to focus on what the goals and benchmarks are for the third fall semester.

11.5.2.3.1.2 Observation and Evaluations

Between week 4 and 12 of the fall semester, each of the three members of the ITRC shall observe the candidate interacting with students two times.

Each member of the ITRC will contact the candidate to schedule a day and time for the observation. The candidate must be given at least five (5) days notice prior to the date of observation.

Members of the ITRC may not all observe and evaluate the exact same session, but instead must each observe at a different date and time, and ideally, at different times during the day, week, or with different student populations.

Prior to each observation, the candidate is encouraged to meet briefly with each observer to provide a brief student history, an outline of a presentation, or a presentation handout, and discuss the goals and plans for the student contact.

11.5.2.3.1.3 Post-Observation Meetings

Within two weeks of completing both observations, the candidate will meet informally and individually with each member of the ITRC to review the results of the observations. The candidate should be presented with a draft of the counseling, librarian or non-classroom evaluation forms (form F, G, or H), with the opportunity to discuss and clarify information on the form.

If the candidate believes that the evaluation was poor and not truly indicative of their abilities, s/he may request that the evaluator attend an additional student session for another evaluation. If the evaluator is willing and does observe a third session, then the final observation evaluation form drafted should be a composite of all the sessions that were observed rather than a replacement.

At this post-observation meeting the evaluator is encouraged to request copies of any handouts or other materials that the candidate has used with students.

11.5.2.3.1.4 Candidate's Self-Assessment

During the third fall semester, the candidate needs to complete a third self-assessment (form C2). This third self-assessment should focus equally on accomplishments of the past year as well as on the plans and goals that the candidate hopes to achieve in the coming semesters. This document should be realistic and reasonable and focus specifically on issues relevant to the candidate's faculty position with the District.

The self-assessment needs to be completed no later than the 12th week of the semester and submitted to the chair of the ITRC.

11.5.2.3.1.5 Evaluation of Professional Duties

The administrator shall complete an evaluation of the candidate's professional duties and responsibilities (form J, K, or L) focusing on the candidate's participation in required department and campus-wide meetings and activities. The administrator should meet informally with

the candidate to review this document no later than four weeks before the end of the semester.

11.5.2.3.1.6 Student Evaluations

The candidate is required to provide a student evaluation of counseling form (form N), a student evaluation of librarian form (form O), or student evaluation of non-classroom faculty form (form P) to those students who were provided assistance by the candidate during a three week time range assigned by the respective administrator after conferring with the candidate. Students should be instructed to deposit their completed evaluation forms in a secure container and those evaluations should be collected by the Dean.

11.5.2.3.1.7 Final ITRC Meeting

During the last 4 weeks of the semester the ITRC will meet, without the candidate being present, to review all of the following materials: 6 observations, professional duties evaluation, any materials or records submitted by the faculty member, candidate's self-assessment, and student evaluations. Together, the members of the ITRC should discuss the progress of the candidate's tenure review and be focusing on the goals and objectives for the fourth year. There is no employment recommendation in the third year since the contract under which the probationary employee is working is for two years, covering the third and fourth years of the tenure review process.

11.5.2.3.1.8 Final Tenure Review Meeting

During the last 3 weeks of the semester the ITRC will meet with the candidate to present the results of the entire evaluation process and the results of the final ITRC meeting. The ITRC will also present copies of the student evaluations to the candidate at this meeting for their review.

If the ITRC determines that the candidate's performance needs improvement, they must present a prepared remediation plan for discussion with the candidate at this meeting.

11.5.2.3.1.9 Submitting Documentation

By the end of the fall semester the ITRC is required to submit all the documentation generated as part of the third year of the tenure review process, including copies of all evaluation forms and appropriate substantiating documents to the appropriate Vice President.

11.5.2.3.2 Spring Semester

In cases where the candidate received a satisfactory or exceptional evaluation in the fall semester there is generally little action to take during the spring semester except for the administration of student evaluations. However, in cases where the candidate received a remediation plan during the fall semester there will be additional activities during the spring semester.

11.5.2.3.2.1 ITRC Actions

If applicable, the committee members shall work with the candidate to

fulfill the remediation plan, helping the candidate to improve in recognized areas of weakness.

11.5.2.3.2.2 Candidate's Actions

If the candidate received a remediation plan s/he must work on the issues identified in the plan during the spring semester. The candidate should keep careful and complete records of all efforts taken to address the remedial issues. The candidate is encouraged to work with the faculty members of the ITRC or with other faculty members in the area in a mentoring role to improve performance.

The candidate is required to provide a student evaluation of counseling form (form N), a student evaluation of librarian form (form O), or student evaluation of non-classroom faculty form (form P) to those students who were provided assistance by the candidate during a three week time range assigned by the respective administrator after conferring with the candidate. Students should be instructed to deposit their completed evaluation forms in a secure container and those evaluations should be collected by the Dean.

11.5.2.4 Year Four

The fourth year is the final year of the tenure review process. The activities of this year are similar to previous years with the final employment recommendation made.

11.5.2.4.1 Fall Semester

The ITRC chair will facilitate the fourth year of the tenure review process for each probationary faculty member.

11.5.2.4.1.1 Fourth Year Orientation Meeting

By the second week of the semester the ITRC chair will contact the candidate and members of the Individual Tenure Review Committee to determine if there will be any changes to the committee membership, and if changes are required the ITRC chair will facilitate the replacement of committee members.

The chair of the ITRC will then organize the fourth orientation meeting which should take place no later than the end of the fourth week of the semester.

At this meeting a revised Individual Tenure Review Committee form (form A) shall be completed and signed, if needed.

The ITRC and candidate should review the results of the previous year's tenure review process and discuss their expectations for the fourth year.

In cases where there was a remediation plan, the progress made on that plan during the previous spring semester should be discussed and documented. If there are still unresolved problems, then an updated plan should be created to focus on what the goals and benchmarks are for the fourth fall semester.

11.5.2.4.1.2 Observation and Evaluations

Between week 4 and 12 of the fall semester, each of the three members of the ITRC shall observe the candidate interacting with students two times.

Each member of the ITRC will contact the candidate to schedule a day and time for the observation. The candidate must be given at least five (5) days notice prior to the date of observation.

Members of the ITRC may not all observe and evaluate the exact same session, but instead must each observe at a different date and time, and ideally, at different times during the day, week, or with different student populations.

Prior to each observation, the candidate is encouraged to meet briefly with each observer to provide a brief student history, an outline of a presentation, or a presentation handout, and discuss the goals and plans for the student contact.

11.5.2.4.1.3 Post-Observation Meetings

Within two weeks of completing both observations, the candidate will meet informally and individually with each member of the ITRC to review the results of the observations. The candidate should be presented with a draft of the counseling, librarian or non-classroom evaluation forms (form F, G, or H), with the opportunity to discuss and clarify information on the form.

If the candidate believes that the evaluation was poor and not truly indicative of their abilities, s/he may request that the evaluator attend an additional student session for another evaluation. If the evaluator is willing and does observe a third session, then the final observation evaluation form drafted should be a composite of all the sessions that were observed rather than a replacement.

At this post-observation meeting the evaluator is encouraged to request copies of any handouts or other materials that the candidate has used with students.

11.5.2.4.1.4 Candidate's Self-Assessment

During the fourth fall semester, the candidate needs to complete a final tenure review self-assessment (form C2). This self-assessment should focus on the candidate's accomplishments during the tenure review process and look forward to their continuing contributions to the college in the future should they be granted tenure. This document should be realistic and reasonable and focus specifically on issues relevant to the candidate's faculty position with the District.

The self-assessment needs to be completed no later than the 12th week of the semester and submitted to the chair of the ITRC.

11.5.2.4.1.5 Evaluation of Professional Duties

The administrator shall complete an evaluation of the candidate's professional duties and responsibilities (form J, K, or L) focusing on the

candidate's participation in required department and campus-wide meetings and activities. The administrator should meet informally with the candidate to review this document no later than four weeks before the end of the semester.

11.5.2.4.1.6 Student Evaluations

The candidate is required to provide a student evaluation of counseling form (form N), a student evaluation of librarian form (form O), or student evaluation of non-classroom faculty form (form P) to those students who were provided assistance by the candidate during a three week time range assigned by the respective administrator after conferring with the candidate. Students should be instructed to deposit their completed evaluation forms in a secure container and those evaluations should be collected by the Dean.

11.5.2.4.1.7 Final ITRC Meeting

During the last 4 weeks of the semester the ITRC will meet, without the candidate being present, to review all of the following materials: 6 observations, professional duties evaluation, any materials or records submitted by the faculty member, candidate's self-assessment, and student evaluations. Together, the members of the ITRC should discuss and decide on their employment recommendation, completing the ITRC Evaluation and Recommendation form (form B).

If the ITRC determines the candidate's performance was satisfactory or better they may choose to recommend employing the faculty member as a tenured faculty member for all subsequent academic years.

If the ITRC determines that the candidate's performance was unsatisfactory and that all efforts toward remediation have failed, they may choose to recommend that the candidate not be re-employed as a tenured faculty member.

11.5.2.4.1.8 Final Tenure Review Meeting

During the last 3 weeks of the semester the ITRC will meet with the candidate to present the results of the entire evaluation process and the results of the final ITRC meeting and the committee's employment recommendation. The ITRC will also present copies of the student evaluations to the candidate at this meeting for their review.

If the ITRC determines that the candidate's performance needs improvement, they must present a prepared remediation plan for discussion with the candidate at this meeting.

11.5.2.4.1.9 Employment Recommendation

By the end of the fall semester the ITRC is required to submit its final employment recommendation, along with copies of all evaluation forms and appropriate substantiating documents to the appropriate Vice 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.

11.5.2.4.2 Spring Semester

In most cases, during the spring semester of the fourth year of the tenure review process there will be little action. It may be possible that there are some remediation issues still outstanding that have to be addressed and monitored.

11.5.2.4.2.1 ITRC Actions

If applicable, the committee members shall work with the candidate to fulfill the remediation plan, helping the candidate to improve in recognized areas of weakness.

11.5.2.4.2.2 Candidate's Actions

If the candidate received a remediation plan s/he must work on the issues identified in the plan during the spring semester. The candidate should keep careful and complete records of all efforts taken to address the remedial issues. The candidate is encouraged to work with the faculty members of the ITRC or with other faculty members in the area in a mentoring role to improve performance.

The candidate is required to provide a student evaluation of counseling form (form N), a student evaluation of librarian form (form O), or student evaluation of non-classroom faculty form (form P) to those students who were provided assistance by the candidate during a three week time range assigned by the respective administrator after conferring with the candidate. Students should be instructed to deposit their completed evaluation forms in a secure container and those evaluations should be collected by the Dean.

11.5.2.4.2.3 District's Actions

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 appropriate Vice President, the Superintendent/President and in accordance with California Education Code §87609, the governing board shall elect one of the following options prior to March 15:

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

11.6 Modified Tenure Review Procedures

For unit members who are eligible for a modified tenure review process, the following procedures apply.

11.6.1 Three-Year Modified Tenure Review

For unit members who are eligible to receive a three-year modified tenure review procedure, the tenure review process, either teaching or non-teaching, will follow the above described procedure except excluding the procedure for year two. Therefore, the three-year modified tenure review will commence the tenure review process with the activities described for year one and then skip

ahead to the procedures outlined for years three and four.

11.6.2 Two-Year Modified Tenure Review

For unit members who are eligible to receive a two-year modified tenure review procedure, the tenure review process, either teaching or non-teaching, will follow the above described procedure except excluding the procedure for years two and three. Therefore, the two-year modified tenure review will commence the tenure review process with the activities described for year one and then skip ahead to the procedures outlined for year four.

11.6.3 Right of the Committee to Recommend Early Tenure

The existence of a modified tenure review procedure does not in any way suggest that the Individual Tenure Review Committee cannot choose to recommend that a probationary faculty member be granted early tenure at any point during the tenure review process.

11.7 Tenure Review for Positions with both Teaching and Non-Teaching Duties

Unit members undergoing tenure review whose positions are defined in their job descriptions as containing both teaching and non-teaching activities will have their performance in both the teaching and non-teaching aspects of their positions evaluated.

In cases where teaching makes up at least 50% of the duties of the position, the basic procedures for tenure review of teaching faculty (section 11.5) shall be followed, except that the Individual Tenure Review Committee will be required to also evaluate that portion of the position that is non-teaching, utilizing the non-classroom activity observation forms. This will require that each member of the ITRC observe the probationary faculty member both in the classroom and also interacting with students in their non-teaching role. In addition, the candidate should also utilize the non-classroom student evaluation forms to evaluate that portion of their job duties.

In cases where teaching makes up less than 50% of the duties of the position, the basic procedures for tenure review of non-teaching faculty (section 11.6 above) shall be followed, except that the Individual Tenure Review Committee will be required to also evaluate that portion of the position that is teaching, utilizing the classroom observation forms. This will require that each member of the ITRC observe the probationary faculty member both in the classroom and also interacting with students in their non-teaching role. In addition, the candidate should also utilize the teaching student evaluation forms to evaluate that portion of their job duties.

11.8 Tenure Review for Directors/Coordinators (194-day, 40 hours/week)

Unit members undergoing tenure review whose positions are defined in their job descriptions as containing substantial amounts of administrative work which qualifies them to be classified as "194-day, 40 hours/week" faculty members shall be evaluated utilizing the Tenure Review of Non-Teaching Faculty (Section 11.5 above) section.

11.9 Right of Response

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

11.10 Right to Protest the Decision of the District

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

grievance process in such cases shall proceed to advisory arbitration.

ARTICLE 12 GRIEVANCE PROCEDURES

12.1 Purpose

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

12.2 Definitions

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

A "grievant" is (1) a member of the bargaining unit, (2) a group of members, or (3) the Association, any one of which alleges a violation, misapplication, or misinterpretation of this Agreement. Only the Association, and not individual unit members, may process a grievance past Level Three.

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

12.3 Rights

12.3.1 Informal Resolution

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

12.3.2 Representation

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

12.3.3 Time Limits

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

12.3.4 Notification

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

When an supervising administrator ~~is notified of the intent by a~~ plans to meet with unit member(s) ~~to resolve a grievable situation in response to a grievance filed~~ at any level ~~one~~, the administrator will contact the Association president and/or grievance officer with information about the grievance and the Association shall be given the opportunity to attend the level one informal grievance meeting.

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

12.3.5 Grievant Release Time

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

12.3.6 Grievance Witnesses

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

~~12.3.7 Withdrawal of Grievances~~

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

12.3.7~~8~~ Documentation

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

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

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

12.4 General Provisions

12.4.1 Group Grievance/Policy Grievance

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

~~12.4.2 ——— Mediation~~

~~Prior to submission of a grievance to advisory arbitration, either party shall be granted, upon request, the opportunity to seek the services of the California Department of Industrial Relations, Mediation/Conciliation Service, for mediation and recommendation, costs of such mediation to be jointly shared by the District and the grievant. (moved to 12.5.4.1)~~

12.4.2 Reasonable Efforts

Unit members should make all reasonable efforts to immediately and informally address with his or her immediate supervisor any grievable event or condition in order to expeditiously resolve problems that may be caused by oversight, mistake or misunderstandings.

12.5 Procedure

12.5.1 Level One-~~Informal~~

Within thirty (30) workdays after the grievant knew or could reasonably have known of the event or condition upon which the alleged grievance is based, the grievant shall submit a formal, written grievance to meet with the appropriate supervising administrator to attempt to resolve the alleged grievance, who allegedly committed the violation, misapplication, or misinterpretation of a specific provision of this Agreement. The time to file the grievance may be extended by mutual agreement.

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

There will be a meeting within 10 working days from the submission of the written grievance to attempt to resolve the alleged grievance. At this meeting, the involved administrator and the unit member and/or Association may mutually agree to immediately elevate the grievance to Level Two without further process at Level One. If the grievance is not immediately elevated to Level Two, The administrator will respond in writing within 10 work days of the meeting. There will be no meetings during school recess periods unless mutually agreed upon by the grievant and the District.

If the grievance is not resolved at this level, or if the administrator has not rendered a decision within the ten (10) workday time limit, the grievant may appeal the decision in writing. The appeal must be filed within ten (10) work days of receipt of the written decision or within ten (10) work days of the expiration of the Level One time limit if no decision has been rendered. If the administrator involved at Level One is a Dean, the appeal should be filed at Level Two with the appropriate Vice President. If the administrator involved at Level One is a Vice President, the appeal will be filed at Level Three.

The appeal shall clearly state the grounds of the appeal and shall include all preceding grievance documents.

12.5.2 Level Two-Formal

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

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

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

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

If the grievance is not resolved at this level, or if the ~~Chief Human Resources Officer~~ appropriate Vice-President has not rendered a decision within the ten (10) workday time limit, the grievant may appeal the decision in writing to the Superintendent/President within ten (10) work days of receipt of the written decision or within ten (10) work days of the expiration of the Level Two time limit

if no decision has been rendered.

The written appeal to Level Three shall ~~include a clearly state the grounds of the appeal and shall include all preceding grievance documents. copy of the original alleged grievance, the decision rendered at Level Two, if any, and the reasons for the appeal.~~

12.5.3 Level Three – Superintendent/President

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

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

The written appeal to Level Four or Five shall clearly state the grounds of the appeal and shall include all preceding grievance documents.

12.5.4 Level Four: Mediation or Advisory Arbitration

12.5.4.1 Mediation

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

12.5.4.2 Advisory Arbitration

Within ten (10) work days ~~of such notification, of the Association notifying the District of the intent to pursue advisory arbitration,~~ representatives of the District and the Association shall attempt to agree upon a mutually acceptable arbitrator and obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator ~~within the specified period~~, the Association or the District shall request a list of Arbitrators from the State Mediation & Conciliation Service (SMCS). The parties may mutually agree upon an arbitrator from the list provided by SMCS, or the arbitrator will be selected by striking method with the Association striking first. Any ~~The selection of the arbitrator and the~~

arbitration proceedings shall be conducted under the Voluntary Labor Arbitration Rules of the American Arbitration Association. The Association and District shall each pay one-half (1/2) of any charges required by the SMCS for services rendered.

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

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

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

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

12.5.5 Level ~~Four~~Five – Board of Trustees

At the conclusion of Level Three, if the grievant chose to bypass Level Four and go directly to Level Five, the grievant will file a written appeal with the Board of Trustees. Upon ~~After~~ receipt of the appeal by the Board's representative, the matter will be set for hearing at the next regularly scheduled Board of Trustees meeting for which it can be properly placed on the agenda. ~~There will be no meetings~~ The Level Five appeal will not be heard at a Board of Trustees meeting occurring during school recess periods unless mutually agreed upon by the grievant and the District. ~~At the discretion of the grievant, the hearing on the~~

~~appeal may be held either in public or in closed session.~~ The grievant and any representatives shall have the opportunity to testify and present evidence and witnesses at the hearing.

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

ARTICLE 13 PROFESSIONAL RESPONSIBILITIES AND DISCIPLINE

13.1 Professional Responsibilities

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

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

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

13.2 Discipline

13.2.1 General

The District and the Association agree that the main purpose of disciplinary action is to correct or modify the behaviors of unit members that are deemed to be unprofessional or unsatisfactory. Punitive measures are to be undertaken only when less coercive means of discipline have failed to affect the conduct of the unit member. The District will conform to the concepts of due process, progressive discipline, and just cause for all informal and formal disciplinary actions and will not act in an arbitrary or capricious manner.

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

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

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

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

13.2.2 Informal Discipline

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

Discipline shall initiate with the Area Dean except under serious or extenuating circumstances requiring direct action by a Vice-President or the

President/Superintendent.

Reports of ~~unprofessional conduct actions or behavior by a unit member that could lead to discipline shall should~~ be made to the Area Dean ~~(or administrative designee)~~. The Area Dean (or administrative designee) shall investigate the ~~report complaint~~, and if the ~~report complaint~~ is found to have merit, the Area Dean shall meet with the unit member to counsel him/her on proper behavior as a first, informal step in correcting the behavior. If ~~the report a claim~~ is determined to have no merit, no permanent record will be maintained by the District in the unit member's official personnel file.

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

13.2.3 ~~Formal~~ Disciplinary Procedure

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

13.2.3.1 ~~Level One~~ Verbal Warning

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

~~The Vice President will document that such a meeting took place, the~~

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

~~After the expiration of the time period for correction, the Vice President will ascertain if the unit member has corrected the unsatisfactory behavior. If so, the Vice President shall meet with the unit member to inform him/her of the satisfactory correction and shall make a note of this correction and attach it to the original report. The history, summary, plan of correction and report shall be placed in the unit member's personnel file in the Human Resources office. These documents shall remain in said file for a period of two full academic years.~~

13.2.3.2 Formal Letter of Reprimand

~~Where appropriate, the appropriate administrator may issue a formal letter of reprimand to a unit member setting forth the factual basis for the reprimand, the expected level of performance or behavior, and recommendations as to how to address the behavior or performance at issue.~~

~~A formal letter of reprimand shall be included in the unit member's personnel file within thirty (30) days of delivery to the unit member. The unit member shall first be provided an opportunity to review the letter and respond. The unit member's written response, if any, shall be attached to the letter of reprimand in his/her personnel file.~~

13.2.3.23 Level Two – Written Notice of Unprofessional Conduct or Unsatisfactory Performance

~~If the unit member has failed to correct, within the agreed upon time period, the unprofessional conduct that had led to a Level One disciplinary action; or if the unit member, within two years of the initial occurrence, repeats a behavior that had previously resulted in a Level One disciplinary action, the Vice President for Academic Services or the Vice President for Student Services, as appropriate, shall The Superintendent/President, or his/her designee may issue a ninety (90) day Written Notice of Unprofessional Conduct or Unsatisfactory Performance. (Ed. Code §87734)~~

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

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

The ~~Superintendent/President, or his/her designee will meet with the~~ unit member ~~to discuss the Written Notice and afford the unit member an opportunity to respond orally or in writing. A unit member's written response to the Written Notice shall be attached to the Written Notice and included in the member's personnel file.~~ ~~may respond to the Written Notice as follows:~~

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

13.2.3.34 ~~Level Three – Suspension with or without Pay/Termination~~

The District may elect to suspend a unit member for a period of up to one (1) year with or without a reduction or loss of compensation during the period of suspension or may elect to dismiss a unit member for any grounds under Article 13.2.1. All suspension and dismissal proceedings shall be according to Education Code sections §87660-§87683.

Suspension or dismissal for unsatisfactory performance or unprofessional conduct shall be preceded by a 90-Day Written Notice of Unprofessional Conduct or Unsatisfactory Performance as set forth above. (Education Code §87734)

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

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

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

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

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

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

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

13.2.3.4 — Level Four – Termination

13.2.3.4.1 — Immediate Termination

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

13.2.3.4.2 — Procedural Termination

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

~~The District must issue the Notice of Intent to Terminate~~

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

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

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

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

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

13.2.3.5 Alternative to Arbitrator

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

ARTICLE 14 CONTRACT YEAR, CALENDAR, AND PAY WARRANTS

14.1 Contract Year

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

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

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

14.1.1 177-Day Contract Faculty

~~The contract year for teaching faculty members in their second and subsequent contract years shall commence on the day in the fall semester designated as Convocation, normally the Friday preceding the first day of classes.~~

~~The contract year for teaching faculty members in their first year of full time faculty service with the District shall commence on the day in the Fall semester designated as Employee Orientation Day, normally the Thursday preceding the first day of classes.~~

~~For all teaching faculty the contract year will go on hiatus following the last instructional day of the Fall semester, shall recommence on the first instructional day of the Spring semester and shall end on the last day of the Spring semester, Graduation day.~~

~~The hiatus between fall and spring semesters shall not constitute a break in service.~~

14.1.2 194-Day Contract Faculty

~~The contract year for all bargaining unit members, either teaching or non-~~

teaching, on a 194-day contract shall commence on the first day of the fiscal year, July 1 and end on the last day of the fiscal year, June 30. Unit members on 194-day contracts must work a minimum of one (1) day per calendar month.

14.2 Pay Warrants

14.2.1 Contract Pay Warrants

All unit members on 177-day contracts shall receive a contract pay warrant for 1/11th of their contract amount on the last working day of each month for the 2018-2019 academic year.

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

Effective 2019-2020 academic year, all unit members on 177-day contracts shall receive a contract pay warrant for 1/10th of their contract amount on the last working day of the month unless unit members choose the option of deferred pay which will allow their annual pay to be spread out over 12 months.

14.2.2 Overload and Stipend Pay Warrants

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

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

14.2.3 Winter Intersession Pay Warrants

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

14.2.4 Summer Session Pay Warrants

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

14.3 Calendar

The Association has the right of conferral with the District on the matter of the academic year calendar including the starting and ending days and the optional holidays during the academic year. ~~It is expected that representatives of the Association, of the Academic Senate, and of the District shall meet and confer prior to determining the academic year calendar at least two years in advance. Normally, this conferral will occur through the participation of the Association representatives in the District wide Calendar Committee at least two years in advance.~~

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

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

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

ARTICLE 15 WORKLOAD

15.1 Primary Workload Function

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

15.2 Normal Work Load – Non-Teaching Faculty

15.2.1 Non-Teaching Faculty (35 Hours/Week)

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

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, no later than June 10. 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 or designee 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.

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, no later than June 10. 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 or designee as early as possible, but no less than one week prior to the change.

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

15.3 Normal Work Load – Teaching Faculty

15.3.1 Contract Load

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

Full-time teaching faculty perform a minimum of 1050 work hours per contract year. (Ed. Code §22138.5 (c)(1))

All schedules must meet the educational needs of the students of Imperial Valley College and are subject to the approval of the Vice President for Academic Services. The District and unit members agree that they shall work collegially, using policies and procedures established within their departments/disciplines and divisions, to establish schedules which best meet the needs of the District, the students, and the unit members and in accordance with the provisions of sections 15.7 and 15.8 below.

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

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

15.3.2 Calculation of Load

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

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

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

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

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

If (load) is greater than 15 then:

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

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

15.3.3 Contract Load for 194-Day Teaching Faculty

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

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

In addition, the 194-day teaching faculty are required to designate seventeen (17) days of six (6) hours per day in each fiscal year as additional service days. These additional service days may not fall during the fall and spring semesters designated above as required service days and should include a minimum of three (3) days the week before and three (3) days the week after the fall and spring semesters. A department chair teaching in Summer/Winter, must send a memorandum to the appropriate Dean or administrator 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 notify students and 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 notify students and post temporary changes of short duration on the posted schedule, and the division secretary shall be notified.

15.5 Committee Assignments

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

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

The unit member may request to participate on any of the committees for which s/he has an interest, though some committees require formal appointment while some are elected. Interested unit members should inquire well in advance of the start of the new academic year if they wish to participate in an elected or appointed committee to determine the requirements.

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

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

15.6 Final Grades

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

15.7 Course Preparations

~~Normally, a~~ A full-time teaching load consists of no more than three (3) different course preparations. However, if in any given term this cannot be attained then the Dean or

~~other appropriate administrator will first re-evaluate the course schedule template to determine if it is advisable to change the course offerings during that term, and second consult with all faculty members in the discipline to ascertain if unit members are willing to adjust their selected course schedules to ensure that no unit member is required to teach more than three (3) different course preparations. the objective cannot be attained, the instructor either may agree to take more than three (3) preparations or agree to take a reduced teaching load at a partial contract.~~

~~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.~~

15.8 Time of Assignment

~~The schedules of teaching faculty shall adhere to the following restrictions, unless a faculty member selects a class 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 ignores these~~ restrictions:

1. ~~A class No unit member may be assigned a work~~ schedule ~~shall not that extends~~ for less than four (4) days or more than five (5) days ~~per a week and shall permit for two consecutive days on which the member is not assigned classes.~~
2. ~~A unit member is not required to attend meetings or perform on-campus allied professional duties during two consecutive days on which the member does not have classes scheduled. 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 t~~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 shall not be~~ greater than ten (10) hours, ~~except at the initiation of the unit member.~~
4. ~~No unit member may be assigned a schedule where~~ The time between 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 shall be at least~~ twelve (12) hours, ~~except at the initiation of the unit member.~~
5. ~~No unit member shall be required to teach on~~ A Saturday class shall not occur in a teaching schedule 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. (paragraph moved to 15.7)~~

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

The foregoing teaching schedule restrictions do not apply in cases where a course is requested by a unit member which does not constitute any percentage of their contract load.

The teaching schedule provided to a newly hired faculty member for their first semester of employment must follow all of these criteria without exception. New faculty members should be informed of their work schedule and classes to be taught as soon as possible after their hire.

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 new course assigned shall conform to Articles 15.7 and 15.8 restrictions. If there are no part-time instructors assigned to teach courses that the unit member is qualified to teach, in order to make contract load the unit member is expected to replace another unit member from an overload section. If the unit member elects not to replace a part-time instructor or overload section, the unit member will be compensated on a pro-rated basis for that semester. If the District elects not to allow such bumping to occur or if there is no course available to bump, 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.

15.8.2 Schedule Changes

If the District adds new classes to the schedule after the initial class selection process was completed, or classes become available for any other reason 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 qualified unit members with a faculty service area in outside the discipline in seniority order, 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, provided that such changes do not interfere with another unit member(s) schedule, though such change could 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 load or overload 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 Articles 15.7 and 15.8.

If the District adds new classes to the schedule in the period between the eight (8) weeks and two weeks 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 course sections 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 two weeks 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.

15.9 Location of Assignment

~~Non-teaching~~ Unit members may be assigned work hours ~~or courses~~ at the main campus or at ~~any of the extended or~~ off-campus sites as part of contract load, provided that this was clearly identified in the original job description, advertisement, and original notice of employment or if the unit member voluntarily elects the assignment, with the following restrictions:

If a unit member is assigned work hours on the same day at different sites, the assignments must be scheduled with a passing period that is at least equal to twice the average travel time, or one (1) hour, whichever is greater. Unit members are entitled to reimbursement for mileage at the IRS rate for travel between work sites on the same day.

If a teaching faculty member elects to teach a course off site, excluding participation in the Dual Enrollment or prison programs, s/he must be given a passing time that is at least equal to twice the average travel time, or one (1) hour, whichever is greater. Unit members are entitled to reimbursement for mileage at the IRS rate from the college to the off-campus site or between multiple sites on the same day, but not from home to the off-campus site if no trip to the college is required.

- ~~1. If an off-campus site is to be the primary work location, accounting for greater than 50% of the unit member's load, this must be clearly identified in the original job description, advertisement, and original notice of employment; otherwise the primary work location will be assumed to be the main campus site. If the primary work location should change due to changing District needs during the tenure of a unit member's employment, then the policies and procedures governing transfer and reassignment described in Article 8 of this agreement apply.~~
- ~~2. If a unit member is assigned two consecutive courses on the same day at different sites, the courses must be scheduled with a passing period that is at least equal to twice the average travel time, or one (1) hour, whichever is greater. Insufficient passing time between dual site assignments is considered an unsafe working condition.~~
- ~~3. If a unit member is assigned two or more consecutive courses on the same day at two or more different sites with less than three hours between the courses, s/he is entitled to reimbursement for travel expenses for the mileage between campus sites, charged at the shortest distance between the sites. No mileage expenses are allowed for travel from the unit member's home to a campus work site, regardless of the distance.~~
- ~~4. No assignment shall be made that includes service at more than two different campus sites in one day, or at two different campus sites if the~~

~~assignment requires more than one trip between sites in a single day.~~

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

15.10 Short Term Courses

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

15.11 Distance Education

Unit members may teach online courses as part of their normal contract load. In order to teach online courses, the instructor must complete a District approved the 12-week @One-T training course 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 may elect to teach additional distance education courses as overload per section 15.12.~~

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

During the winter or summer session, a unit member may teach all or part of his/her assignment online and in accordance with the load restrictions described in section

15.13. The instructor shall be paid for such courses in exactly the same fashion as for traditionally delivered courses.

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

15.12 Overload

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

Unit members within a discipline have first choice for an overload assignment in their discipline up to three (3) courses or nine (9) lectures units or the equivalent per semester, unless otherwise mutually agreed upon between the unit member and the Vice President of Academic Services. Once all unit members within a discipline have selected an overload assignment any qualified unit members outside the discipline will be able to select overload courses as per above. All such overload selections will occur before courses are offered to part-time instructors.

Unit members who have one or more overload courses cancelled have the right to displace part-time faculty up to two weeks prior to the first day of the term to replace the lost course(s).

~~Unit members are entitled to first choice before all part-time instructors for overload assignments up to three (3) classes or nine (9) lecture units or the equivalent, whichever is greater. 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 or Dean should offer any un-staffed sections, still available after the initial selection process as identified above, as additional overload sections first to unit members in seniority order within the discipline, then to qualified unit members outside the discipline in seniority order, if any, and then to part-time instructors. ~~Any overload lecture units above the maximum number listed in this article must be approved by the Vice President of Academic Services.~~

15.13 Winter Intersession and Summer Session

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

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

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

15.14 Non-credit Instruction

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

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

15.15 Default Course Assignment Procedure

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

For each fall and spring semester and for the winter intersession and the summer session, the Deans and Department Chairpersons, under the direction of the Vice President for Academic Services and with consultation from Student Services, shall

develop the list of projected course offerings, including dates, times, locations, and patterns, in each subject area that best fit the needs of the students. Department Chairpersons will offer to all qualified unit members in their departments/disciplines the opportunity to select a course assignment according to the following procedure, utilizing a priority selection system based upon seniority in the discipline of hire, unless unit members have exercised a right of first refusal for new course development as set forth in section 15.15.42 below.

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

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

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

immediate session, with all other unit members maintaining their same rankings relative to one another.

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

15.15.1 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.

15.15.2 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. 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.

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

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

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

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

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

15.17 Large Quota Classes

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

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

record.

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

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

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 as determined by the office of Admissions and Records. Any instructor who is found to have intentionally inflated the census count by not eliminating non-attending students will receive no additional compensation.

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

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

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

15.18 Combined Course Sections

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

15.19 New Technology Training

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

15.20 Prison Program

The District entered into Memorandums of Understanding with the California Department of Corrections and Rehabilitation (CDCR) to develop and implement a program for offering college classes at Centinela State Prison and Calipatria State Prison in 2016 and at McCain Valley Conservation Camp in 2019. As long as this program continues, the District and Association agree to the following provisions with regards to the prison program:

1. Unit members will not be required to accept any assignment at either prison.
2. Instructional assignments can be taught as either part of a unit member's load or as overload, provided that courses taught at the prisons and dual enrollment classes, may make up no more than 60% of a full-time load.
3. Non-teaching unit members who volunteer to provide services at either prison will do so as part of their normal contract load and will, under normal circumstances, not be required to be at the prison site for longer than their standard workday.
4. Procedures required at the prisons take additional time beyond the normal arrival/departure time for typical teaching duties. Therefore, the faculty member will be compensated daily in an amount equal to one half hour at the current overload rate regardless of the actual time taken per day. The unit member will keep track of this extra time during the semester and submit documentation to the District at the end of each month for an extra duty payment.
5. If a unit member is assigned two consecutive courses on the same day at different prison sites, the courses must be scheduled with a passing period that is at least equal to twice the average travel time, or ninety (90) minutes, whichever

is greater. Insufficient passing time between dual site assignments is considered an unsafe working condition.

6. Prior to beginning their assignments, all unit members who have chosen to provide services at the prisons will be required to participate in training conducted by the CDCR and will be compensated by the District at the current overload rate per hour of such training.
7. Unit members who provide services are required to comply with established laws, regulations, and rules governing Centinela and Calipatria State Prisons including those set forth by the Department of Corrections. This includes fingerprinting, background checks, and limitations on the types of materials that can be brought into the prisons.
8. Evaluations completed or conducted by prison staff of the faculty member are for the use of that specific facility and will not be used for regular District evaluations of the unit member's performance.
9. CDCR officials reserve the right to terminate a unit member's service at any time during a teaching or non-teaching assignment if the unit member is found to be in violation of prison rules and regulations, or if services are not being provided in a manner appropriate to the incarcerated student population. Only in such cases where the cause for termination of services also violates District policies and procedures could such assignment termination be grounds for District employee discipline procedures. The unit member will be paid only for services that were provided prior to the termination.
10. In the unlikely event of a lockdown or other similar situation requiring the teaching unit member to remain at the prison facility beyond the time allotted to the class session, the unit member will be compensated by the District for the additional time at the current overload rate. The unit member shall keep track of any such extra time during the semester and submit the documentation to the District at the end of each month for an extra duty payment.
11. Unit members who provide services at the prisons other than instructional services, as outlined in the MOU signed by the District and CDCR, and who are required to stay at the prisons for a period of time that would increase their total work day to greater than seven or eight hours (depending on the classification of the unit member), shall be compensated for that extra time at the current overload rate. The unit member shall keep track of any such extra time during the semester and submit the documentation to the District at the end of each month for an extra duty payment.
12. The normal course assignment procedures, including seniority selection of classes will apply. If there is more than one unit member within a teaching discipline or counseling area who have qualified to provide services at a prison

site, then assignment will be based upon seniority. Full-time faculty who qualify to provide services at the prison and wish to do so, will have priority over part-time faculty for assignments. In the event a Dean or appropriate administrator denies the Faculty Member's selection of an assignment at the prison, the administrator must provide a written explanation within three work days for the denial, and a process for reestablishing the right to provide service at the prison site.

13. Unit members who are required to travel between Imperial Valley College and any prison site will be compensated based on the current IRS mileage rate times the designated mileage between IVC and the following prisons per trip as follows: Calipatria State Prison 30 miles, Centinela State Prison 23 miles, and McCain Valley Conservation Camp 60 miles. If a unit member is teaching classes at each of the two Imperial Valley prison sites in the same day, they are entitled to mileage compensation between the two prisons at 45 miles. If the unit member is required to return to IVC after their class at the prison to teach another class or perform other required District duties, the unit member is entitled to mileage compensation for the round trip or double the mileage above. A unit member who travels only between their home and a prison site will not be entitled to compensation for their mileage. If a unit member travels to a prison site which is more than 45 miles from the main campus, the unit member is entitled to an additional \$70 stipend per day, from worksite or home. The unit member will keep a trip log with dates and mileage, supported by documentation, which will be turned in at the end of each month for mileage and stipend, if applicable, compensation.
14. If a unit member is assigned work hours on the same day at different work sites, the assignments must be scheduled with a passing period that is at least equal to twice the average travel time, or one (1) hour, whichever is greater. Unit members are entitled to reimbursement for travel expenses for mileage between sites on the same day.
15. If during the course of the Prison program any issue arises impacting the working conditions of unit members under this agreement, not herein expressly covered, the District agrees to notify the Association in order to negotiate the issue.

15.21 Dual Enrollment Program

The District entered into College and Career Access Pathways, Dual Enrollment Partnership Agreements (CCAP Agreements) with Imperial County High School Districts to develop and implement dual enrollment programs offering college classes at the high schools. As long as this program continues, the District and Association agree to the following provisions:

1. Unit members will not be required to accept any assignment at any of the high schools participating in the CCAP Agreements.

2. Instructional assignments can be taught as either part of a unit member's load or as overload, provided that courses taught at the high schools and prisons, may make up no more than 60% of a full-time load.
3. In order to accommodate high school students, teaching faculty members are encouraged to hold at least one-half hour of their four required office hours online.
4. Non-teaching unit members who provide services at the high schools will do so as part of their normal work day and will, under normal circumstances, not be required to be at the high school for longer than their standard workday.
5. Any trainings, orientations, workshops, or meetings required of unit members to prepare to teach at, or during the course of teaching an assignment at a high school, by either the District or any of the high schools will be compensated at the current overload rate for the actual number of hours that the meeting takes place, rounded to the nearest quarter hour, or for one hour, whichever is greater. The unit member shall keep track of any such extra time during the semester and submit the documentation to the District at the end of each month for an extra duty payment.
6. Unit members who provide services at the high schools are required to comply with established laws, regulations, and rules provided to them governing K-12 schools.
7. The normal course assignment procedures, including seniority selection of classes will apply. If there is more than one unit member within a teaching discipline or counseling area who have qualified to provide services at a dual enrollment site, then assignment will be based upon seniority. Full-time faculty who qualify to provide services at the dual enrollment sites and wish to do so, will have priority over part-time faculty for assignments. In the event a Dean or appropriate administrator denies the Faculty Member's selection of an assignment at the high school, the administrator must provide a written explanation within three work days for the denial, and a process for reestablishing the right to provide service at the dual enrollment site.
8. Unit members who are required to travel between Imperial Valley College and any of the high schools will be compensated based on the current IRS mileage rate times the designated mileage between IVC and the following high schools per trip as follows: Southwest HS 9 miles, Calipatria HS 25 miles, Central Union HS 6 miles, Imperial HS 6 miles, Desert Oasis HS 6 miles, Brawley HS 13 miles, Holtville HS 10 miles. If the unit member is required to return to IVC after their class at the high school to teach another class or perform other required District duties, the unit member is entitled to mileage compensation for the round trip or double the mileage above. A unit member who travels only between their home and a high school site will not be entitled to compensation for their mileage. The

unit member will keep a trip log with dates and mileage, supported by documentation, which will be turned in at the end of each month for mileage compensation.

9. If a unit member is assigned work hours on the same day at different work sites, the assignments must be scheduled with a passing period that is at least equal to twice the average travel time, or one (1) hour, whichever is greater. Unit members are entitled to reimbursement for travel expenses for mileage between sites on the same day.
10. If during the course of the Dual Enrollment program any issue arises impacting the working conditions of unit members under this agreement, not herein expressly covered, the District agrees to notify the Association in order to negotiate the issue.

ARTICLE 16 PRE-RETIREMENT WORKLOAD REDUCTION

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

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

1. The option of part-time employment shall be exercised at the request of the unit member and can be revoked only with the mutual consent of the District and the unit member.
2. The unit member shall have been employed by the District full-time in an academic position or a position requiring certification qualifications, or both, and covered under the STRS Defined Benefit Program for at least ten (10) years of credited service of which the immediately preceding five (5) years were full-time employment without a break in service.
3. For the purposes of this Article, sabbaticals and other approved leaves of absence shall not constitute a break in service. ~~However, time spent on a sabbatical or other approved leave of absence shall not be used in computing the five-year full-time service requirement prescribed herein.~~ Per changes in Ed. Code §22713 & §87138.5 time spent on sabbatical or other approved leave of absence does count for the five years prior.
4. The unit member shall have reached the age of fifty-five (55) prior to reduction in workload.
- ~~5. The period of such part-time employment shall not extend beyond the end of the academic year during which the unit member reaches his or her seventieth (70th) birthday.~~
- ~~56.~~ 66. The period of such part-time employment shall not exceed ~~five (5)~~ ten (10) years.
- ~~67.~~ 77. The minimum part-time employment shall be the equivalent of one-half of the number of days of service required by the unit member's contract of employment during his or her final year of service in a full-time position. For teaching faculty unit members, the minimum part-time employment shall be for one-half of the number of lecture units and office hours required to fulfill the full contract load.
- ~~78.~~ 88. The unit member shall be paid a salary that is the true pro rata share of the salary he or she would be earning had he or she not elected to exercise the

option of part-time employment.

~~89~~. The unit member shall contribute to the State Teachers' Retirement Fund the amount that would have been contributed had the member been employed full-time.

~~940~~. The District shall contribute to the State Teachers' Retirement Fund an amount based upon the salary that would have been paid to the unit member had the member been employed full-time.

(Ed. Code §87483 ~~and §22713~~)

ARTICLE 17 COMPENSATION

17.1 Salary Schedules

Members of the bargaining unit who are designated as being on 177-day contracts, shall be paid in accordance with the salary schedule attached hereto as Exhibit B~~4~~2 and in accordance with the salary agreement attached hereto as Exhibit B~~3~~1.

Members of the bargaining unit who are designated as being on 194-~~D~~day contracts, shall be paid in accordance with the salary schedule attached hereto as Exhibit B~~2~~3 and in accordance with the salary agreement attached hereto as Exhibit B~~3~~1.

Members of the bargaining unit who are designated as being on 194-day (~~40-Hours~~) (~~40-hour~~) contracts, 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 B~~3~~1.

17.2 Salary Regulations

17.2.1 Initial Placement on Salary Schedule

17.2.1.1 Initial Step Placement

17.2.1.1.1 Non-Career ~~Education 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~~ every two (2) years of full-time, directly related experience in a non-teaching, appropriate vocation, the instructor shall be credited with one year's experience on the salary schedule;
4. A unit member with five (5) or more years of experience or the equivalent, shall be placed on the sixth (6th) step of the appropriate salary schedule. No unit member may be initially placed above the sixth (6th) step.

17.2.1.1.2 Non-Teaching Unit Members

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

17.2.1.1.3 Career Education Technical Teaching Unit Members

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

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

1. A unit member with less than a Bachelor's degree of education shall be placed in Column A;
2. A unit member with an earned Bachelor's degree of education shall be placed in Column B;
3. 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 C;
4. A unit member with an earned Master's degree plus 15 applicable semester units of education or a Bachelor's degree plus 45 applicable semester units of education shall be placed in Column D;
5. A unit member with an earned Master's degree plus 30 applicable semester units of education shall be placed in Column E;
6. A unit member with an earned Master's degree plus 45 applicable semester units of education, or with two earned Master's degrees shall be placed in Column F;
7. A unit member with an earned Doctorate shall be placed 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 Education 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 30 applicable units or Column D upon attainment of a Bachelor's degree plus 45 applicable units.~~

17.2.2 Advancement on Salary Schedule

17.2.2.1 Step Advancement

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

17.2.2.1.1 Teaching Unit Members on a 177-Day Contract

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

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

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

17.2.2.2 Column Advancement

17.2.2.2.1 Course Requirements

1. All courses taken for column advancement on the salary schedule after a unit member is an employee of the District, must have the prior approval, in writing, of the Vice President for Academic Services or Vice President for Student Services, as appropriate. Unit members should request such approval as early as possible, but at least two weeks prior to the start of the course.
2. Courses taken for advancement on the salary schedule and/or for the purpose of attaining a Bachelor's, Master's or Doctor's degree must be completed at a college or university recognized as accredited by the Western Association of Schools and Colleges or by other ACCJC recognized regional accrediting associations.
3. For purpose of advancement on the salary schedule, courses taken for column advancement must be related to the unit member's primary work assignment, and/or his/her field of instruction, and shall be upper division and/or graduate level courses with the following exceptions:
 - a. In certain classes and programs, members of the unit could function more effectively if they had basic training in computers or a basic command of Spanish or sign language. Accordingly, in selected situations, unit members will be given "credit" for salary purposes when they have completed basic credit courses, including lower-division courses in computers, computer applications, online teaching pedagogy, new course management systems, or other new software programs, Spanish or sign language.
 - b. Lower division courses in Alcohol and Drug Studies shall be eligible for purposes of column advancement on the salary schedule.
4. A Career Education Technical instructor may advance to Column B on the salary schedule for obtaining a

Bachelor's degree, or to Column C for obtaining a Bachelor's degree, plus thirty (30) approved units, or to Column D 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. The faculty member shall be responsible for obtaining a written verification by the employer of all hours worked by the faculty member, the dates of such work, and if the faculty member's performance was satisfactory.

- b. A minimum of fifty (50) clock hours must be completed before credit is granted. Fractions in excess of fifty (50) clock hours shall not be carried forward to any subsequent application for work experience credit.
- c. A maximum of six (6) units of credit for work experience will be allowed within each fifteen (15) unit increment period.

17.2.2.2.2 Notification and Verification Requirements

1. Unit members whose official date of advancement occurs on July 1 or on the first day of the fall semester (as defined above in Article 17.2.2), and who desire a column advancement to commence with the member's next employment contract:
 - a. must make the request for column advancement in writing to the Vice President for Academic Services or Vice President for Student Services, as appropriate, by no later than the preceding May 15, and;
 - b. must submit all official transcripts, diplomas, certificates, or statements of equivalency that support the unit member's request for column advancement to the Vice President for Academic Services or Vice President for Student Services, as appropriate, as soon as possible after May 15, but by no later than the first day that the unit member reports to work for the current fiscal or academic year; except that transcripts of courses completed during the summer of that year must be submitted no later than September 15. Grade cards and study lists may be accepted temporarily as verification of enrollment.
2. All grades of "Credit", or "CR", or "Pass", "Satisfactory" or the like – without the necessity of having such grades converted to a letter grade – where the aforementioned grade can be verified to be the equivalent of a "C" grade or better, must be earned in courses taken for advancement on the salary schedule. Verification may be in such forms as, but not limited to, notations by the granting institution

that appear on the transcript or a letter from an appropriate official/employee of the granting institution. Where an institution will not provide verification, the District will presume that the grade at issue is the equivalent of a "C" grade or better.

3. A unit member who attains a Master's degree after his/her employment with the district, and that Master's degree required at least forty-five (45) semester units, or its equivalent, for conferral, shall advance to column D upon providing official documentation of this unit requirement, and meeting all other requirements for column advancement.
4. A unit member who attains a Master's degree after his/her employment with the district, and that Master's degree required at least sixty (60) semester units, or its equivalent, for conferral, shall advance to column E upon providing official documentation of this unit requirement, and meeting all other requirements for column advancement.

17.3 Summer Session and Winter Intersession

17.3.1 Teaching Assignments

Unit members teaching during the winter intersession or summer session(s) shall be compensated by employing the following formulas. 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:

$$\left[\frac{\text{(current fiscal year's base salary)} \div 177 \text{ or } 194^{**}}{\text{(# of lecture hours)}} \right] \div 6 = \text{(hourly rate*)} \\ \text{(hourly rate*)} \times 18 = \text{compensation}$$

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

$$\left[\frac{\text{(current fiscal year's base salary)} \div 177 \text{ or } 194^{**}}{.75 \times \text{(# of laboratory hours)}} \right] \div 6 = \text{(hourly rate*)} \\ \text{(hourly rate*)} \times 18 = \text{compensation}$$

*The hourly rate shall not be less than the current overload rate described in Exhibit B31.

**Based on unit members current fiscal year contract days.

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

17.3.2 Non-teaching Assignments

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

~~All calculations shall be rounded to the nearest dollar.~~

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

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

If a unit member is assigned to off-contract non-teaching duties during the winter intersession and/or summer session and that assignment extends for one full workday or longer, the unit member will be compensated at the daily rate for such service as follows:

$$\text{(current fiscal year's base salary) / (} \# \text{ of contract days) = (daily rate)}$$

If such assignment extends for less than one full day, the unit member will be paid at the current overload rate as described in Exhibit B1.

17.4 Non-credit Instruction

Unit members teaching non-credit courses as overload during the fall or spring semesters or during the winter intersession and/or summer session shall be paid at the overload rate described in Exhibit B3~~1~~ of this agreement for the actual number of non-credit hours taught as reported on the official attendance rosters for the course.

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

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

17.5 Overload Assignments

Unit members teaching overload assignments shall be paid at the overload rate

described in Exhibit B31 of this agreement and based upon the formulas enumerated in this agreement.

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

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

(overload hours) x (overload rate) x 16 x 1.125 = overload compensation
 where 16 equals the number of weeks in the semester under the compressed calendar, and 1.125 equals the factor by which each 50-minute teaching hour or unit has been increased for the compressed calendar.

17.6 Substitute Compensation

~~17.6.1 Day-to-Day Substitutes~~

If a unit member teaches the class(es) of another unit member or part-time instructor on either a short-term or long-term basis due to illness or any other reason, ~~who is unavailable to teach on a day-to-day basis, for a period extending less than two weeks because of short-term illness, personal necessity leave or other reason~~, the unit member who is serving as a substitute shall be compensated for the hours of class time s/he substitutes, at the overload rate of pay as defined in Exhibit B31.

~~17.6.2 Long-Term Substitutes~~

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

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

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

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

17.7 Administering Credit by Examination for College Courses

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, e.g., 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 IRS 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.i.e.~~, 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 (~~exclusive of Department Chairs~~) who are assigned by 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 B~~3~~1. The evaluation shall include pre-evaluation and post-evaluation conferences, and a one (1) hour observation of the faculty member conducting classroom teaching assignments or counseling duties or other non-teaching duties, as appropriate.

17.9 Off-Contract Committee Work or Other Assignments

All unit members who participate at the request or invitation of the District in a meeting or other activity pre-approved by the Area Administrator that are scheduled during periods when the unit member is off contract, or a designated non-service day, shall be compensated for his/her participation. A unit member who attends and fully participates in a meeting or other activity pre-approved by the Area Administrator shall be paid at the overload rate described in Exhibit B~~3~~1 for the actual number of hours that the meeting takes place rounded to the nearest quarter hour, or for one hour, whichever is greater.

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

17.10 Pro-Rata Pay for Partial Service

Unit members who are employed to render partial service as defined by this collective bargaining agreement under the following conditions shall be paid on a true pro-rata basis:

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

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

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

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

~~$$\frac{[(\text{base salary}) \times (\text{prorated service percentage})]}{(\# \text{ yearly pay periods})} = \text{monthly pay}$$~~

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

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

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

~~$$\frac{(\text{actual hours worked per day})}{(\text{contract hours per day})} = \text{prorated service percentage}$$~~

~~$$\frac{[(\text{base salary} \times (\text{prorated service percentage}))]}{(\# \text{ yearly pay periods})} = \text{monthly pay}$$~~

17.11 Unauthorized Absence and Unpaid Leave

17.11.1 Unauthorized Absence

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

If a unit member is absent without authorization for a period exceeding two weeks the member will be deemed to have abandoned his/her position and disciplinary actions, up to and including termination, as described in Article 13 of this Agreement, and as described in California Education Code §87732, §87734, and §87735 shall apply.

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

177-Day Faculty

~~Full days missed:~~ (current fiscal year's base salary) ÷ 177 = (daily rate)

~~(daily rate) ÷ 6 = (hourly rate)~~

194-Day Faculty

~~Full days missed:~~ (current fiscal year's base salary) ÷ 194 = (daily rate)

~~(daily rate) ÷ 7 = hourly rate~~

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

17.11.2 Authorized Unpaid Leave

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

17.12 Lecture Reassigned Time

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

Unit members may be offered lecture reassigned time for new projects or programs that

are initiated by the college during the lifetime of this agreement. The Association ~~shall~~ will 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.

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

Unit members who hold reassigned time positions listed below, who are required by the District to perform their reassigned time duties off contract or on a designated non-service day shall be compensated on a per/diem or per hour basis, depending on the number amount of hours worked, based on annual salary.

Unit members who are 194-day non-teaching faculty with a reassigned time position will have a choice of working a full load in addition to the reassigned time where any time worked over 35 or 40 hours is compensated as overload or 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.

POSITION	WEEKLY REASSIGNED TIME/ PER SEMESTER	<u>% Load</u>
Department Chairs	# of units	<u>% Load</u>
Behavioral/Social Sciences	9	60%
Business	9	60%
English	9	60%
ESL	9	60%
Exercise Science	9	60%
Humanities	9	60%
Industrial Tech	9	60%
Science	9	60%
Mathematics/Engineering	9	60%
World Languages and Speech Communications	9	60%
EMS Coordinator	4-6	40%
Assistant Director of Nursing	4-6	40%
Nursing Simulation Coordinator	9	60%
<u>Medical Assistant Program Coordinator</u>	6	40%
POST Coordinator	6	40%
Academic Senate President	6	40%
Curriculum Committee Chair	3	20%
Accreditation Coordinator <u>(based on needs of District)</u>	6-9	40% to 60%
ADS Coordinator	3	20%
Agriculture Program Coordinator	3	20%
Athletic Director	9	60%
Basic Skills Coordinator	4	26.7%
CISCO Academy Coordinator	3	20%
<u>Guided Pathways (as determined by the District)</u>	18	120%
<u>Math Lab Coordinator</u>	TBD thru negotiation	TBD
SLO Coordinator	9	60%
CCA/CTA/NEA (as determined by the Association with notification to the District pursuant to Article 2.10)	18-24	120% - 160%

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	UNITS	STIPEND 2018-19	STIPEND 2019-20	STIPEND 2020-21
Below are stipend positions compensated using the following stipend formula: (# of units x current overload rate) x 16 x 1.125 = stipend)				
Academic Senate Secretary	3	<u>\$3,672</u>	<u>\$3,726</u>	<u>\$3,780</u>
Fire Academy Coordinator	4	<u>\$4,896</u>	<u>\$4,968</u>	<u>\$5,040</u>
Art Gallery Director (selected by the District)	3	<u>\$3,672</u>	<u>\$3,726</u>	<u>\$3,780</u>
Head Coach, Men's Basketball	4	<u>\$4,896</u>	<u>\$4,968</u>	<u>\$5,040</u>
Head Coach, Women's Basketball	4	<u>\$4,896</u>	<u>\$4,968</u>	<u>\$5,040</u>
Head Coach, Baseball	4	<u>\$4,896</u>	<u>\$4,968</u>	<u>\$5,040</u>
Head Coach, Softball	4	<u>\$4,896</u>	<u>\$4,968</u>	<u>\$5,040</u>
Head Coach, Men's Soccer	3	<u>\$3,672</u>	<u>\$3,726</u>	<u>\$3,780</u>
Head Coach, Women's Soccer	3	<u>\$3,672</u>	<u>\$3,726</u>	<u>\$3,780</u>
Head Coach, Men's Tennis	3	<u>\$3,672</u>	<u>\$3,726</u>	<u>\$3,780</u>
Head Coach, Women's Tennis	3	<u>\$3,672</u>	<u>\$3,726</u>	<u>\$3,780</u>
Head Coach, Volleyball	3	<u>\$3,672</u>	<u>\$3,726</u>	<u>\$3,780</u>
Head Coach, Women's <u>and Men's</u> Cross Country	3	<u>\$3,672</u>	<u>\$3,726</u>	<u>\$3,780</u>
**Assistant Coaches for Basketball, Baseball and Softball	2	<u>\$2,448 per sport</u>	<u>\$2,484 per sport</u>	<u>\$2,520 per sport</u>
**Assistant Coaches for Soccer, Tennis, Volleyball, and Women's Cross Country	1.5	<u>\$1,836 per sport</u>	<u>\$1,863 per sport</u>	<u>\$1,890 per sport</u>
<u>Sports Information Director</u>	<u>4</u>	<u>\$4,896</u>	<u>\$4,968</u>	<u>\$5,040</u>
Hazardous Chemical Officer	2	<u>\$2,448</u>	<u>\$2,484</u>	<u>\$2,520</u>
<u>Professional Development Trainers (3 hours prep + hours of workshop) —*(revisit in one year to review)</u>	<u>Per hour</u>			
DE Course Evaluators (<u>10 hours x overload rate</u>) (<u>maximum of 8 evaluations per semester</u>)	<u>Flat Stipend</u>	<u>\$680/course</u>	<u>\$690/course</u>	<u>\$700/course</u>
<u>**Title IX Investigator/Trainer (up to 3 selected by the District)</u>	<u>Flat stipend</u>	<u>\$2,400</u>		
<u>***Professional Development Coordinator (selected by the District)</u>	<u>Flat stipend</u>	<u>\$2,400</u>		
<u>**Maximum dollar amount allotted, regardless of number of incumbents.</u>				
<u>***Association reserves the right to negotiate compensation</u>				

for these positions once job descriptions and duties are clear.		
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17.14 Professional Development Trainers

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 Project Directors and Coordinators

Unit members holding each of the following positions shall be placed on the 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 Center Coordinator and Articulation Officer
 Project Director, Student Support Services
 Project Director, Talent Search
 Project Director, Upward Bound
 Special Projects Coordinator
 Student Equity Coordinator
Minority Male Collaborative Coordinator

Academic Services:

POST Director/Administration of Justice Department Chair

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.

If the District intends to assign to a unit member a new special project that is not described in any article of this agreement, the District must notify the Association to establish the appropriate wages and working conditions based on the scope of work.

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.

17.17 Selection of Faculty for Additional Duties

17.17.1 Elected Positions

17.17.1.1 Department Chairs

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

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

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

17.17.1.2 District Counseling Coordinator

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

In order to be eligible to run for District Counseling Coordinator, the candidate must be a full-time, tenured/tenure-track faculty member from

the District Counseling Department with at least two full years of service in the District at the time when s/he would assume the duties of the position.

17.17.1.3 Academic Senate President

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

17.17.1.4 Athletic Director

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

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

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

17.17.2 Appointed Positions

17.17.2.1 Academic Services Positions

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

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

SLO Coordinator
Basic Skills Coordinator
Accreditation Coordinator
Guided Pathway Chair(s)
Math Lab Coordinator

17.17.2.2 Student Services Positions

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

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

CalWORKs Assessment Coordinator
CalWORKs Counseling Coordinator
DSP&S Coordinator
EOPS Coordinator
Student Success and Support Coordinator
Transfer Center Coordinator and Articulation Officer
Project Director, Student Support Services
Project Director, Talent Search
Project Director, Upward Bound
Special Projects Coordinator
Student Equity Coordinator
Minority Male Collaborative Coordinator

17.17.2.3 Nursing/Allied Health Positions

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

Nursing Simulation Coordinator
Assistant Director of Nursing
Medical Assistant Program Coordinator

17.17.2.4 Hazardous Chemical Officer

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

17.17.2.5 Grant Positions

In most cases, an awarded grant will already have identified those faculty

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

~~17.18 Distance Education Additional 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 a District prescribed @ONE twelve-week~~ distance education course development training course and then develops and presents an online course at IVC will be reimbursed for the cost of the ~~@ONE District prescribed~~ 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.~~

17.19 New Faculty Orientation Compensation

Teaching unit members who are required to attend the New Employee Orientation prior to the beginning of the fall or spring semesters shall be compensated for one extra contract day at a pro-rata daily rate based on their annual salary.

17.20 Faculty Professional Development

Faculty provided professional development by the district while on contract, on campus or off campus, shall be released from their normal duties with no loss in compensation.

If faculty are provided professional development during off contract days, the faculty shall receive the overload rate for each hour in attendance of the professional development.

Faculty will receive reimbursement for mileage at the IRS rate and authorized travel expenses for District approved professional development which occurs off campus.

Faculty will receive reimbursement for mileage at the IRS rate and authorized travel expenses for approved self-improvement professional development if such professional development benefits the faculty member, students and the district regardless if the request for such professional development is funded by the district or the unit member.

Any district funded professional development and/or related travel expenses for out of state professional development must be approved by the Board of Trustees.

ARTICLE 18 HEALTH AND WELFARE BENEFITS

18.1 Current Unit Members

The health and welfare benefits programs in effect for unit members shall continue during the term of this Agreement and as described in Exhibit B31 and as described in the master contracts for those benefits as held by the District.

18.2 Retired Unit Members

For the purposes of this Agreement, the word "retiree" and any of its derivations shall mean a unit member who has separated from that employment with the District ~~has been terminated~~, in writing, and that his/her benefits ~~are being received~~ from the State Teachers Retirement System (or CalPERS, if applicable) have been applied for no later than thirty (30) days after the last day in paid status with the District.

18.2.1 Retired Unit Members Hired before 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
55-60	14
61	13
62	12
63	11
64	10
65 - 70	9

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 to 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 Retired Unit Members Hired Between July 1, 2012 - June 30, 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.

However, in the case where the unit member is not yet eligible for Medicare upon retirement but has retired from the District with at least 15 years of service, the District shall provide the same dental, vision, medical, and prescription drug coverage benefits that are provided unit members to the retiree, spouse and/or dependents until the retiree becomes eligible for Medicare. (Gap Coverage)

18.3 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 and dependent children for one year.

18.4 Domestic Partner Benefits

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

ARTICLE 19 LAYOFFS

19.1 General

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

19.2 Procedure

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

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

19.3 Criteria

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

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

19.4 Effects

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

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

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

ARTICLE 20 SEPARABILITY AND SAVINGS

If any Article, part, or provision of this Agreement is held invalid or unenforceable by operation of law or by the decision of any court or ~~other~~ tribunal of competent jurisdiction, such provision shall be inoperative, but ~~all other provisions~~ the remainder of this Agreement shall not be affected thereby and shall ~~continue~~ remain in full force and effect.

~~In the such event, the District and the Association shall, upon the request of either party, immediately meet and negotiate on the impact of the law or decision to this Agreement. any provision of this Agreement is held invalid as described directly above, the parties, within ten (10) calendar days after receiving a copy of the transcript of the decision that invalidated the provision of this Agreement, agree to meet and negotiate for the purpose of arriving at a mutually satisfactory replacement for the invalidated provision.~~

ARTICLE 21 MISCELLANEOUS

21.1 Fingerprinting, ~~and~~ Background Checks and TB Test

Unit members hired by the District shall not be charged for Aany costs for required fingerprinting, ~~or~~ background checks, or tuberculosis testing that are incurred during the process of hiring unit members or during employment with the District. ~~will be borne by the District.~~

~~21.2~~ Tuberculosis Test

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

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

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

~~21.32~~ Seniority Lists

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

21.3 Office Assignment

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

~~future remodeling/new buildings.~~

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

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

In the case of temporary extenuating circumstances that may require a reassigned office location (e.g., construction, fumigation, unsafe condition), the temporary relocation under extenuating circumstances should not result in the loss of that office, or a comparable office. The District will provide physical assistance to unit members who must relocate due to extenuating circumstances.

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

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

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

21.54 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.

21.65 Intellectual Property Rights for Online or Distance Education Content

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

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

21.76 Resignation Procedure

When a unit member intends to resign his/her position, s/he shall submit such resignation in writing to the Board of Trustees of the District and to the Superintendent/President. Such notice should include the last day that the member

intends to render service to the District. Such notice shall be made at least thirty (30) days prior to the effective date of the resignation.

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

21.87 Complaint Procedure

Unit members have the right to be free of harassment, discrimination or retaliation on the basis of his or her protected status. Formal or informal complaints of harassment, discrimination, or retaliation committed by a student, employee, vendor or contractor are to be reported and handled according to relevant federal and state law.

In all other cases not covered by federal and state law, 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) Dean or appropriate administrator** as soon as practical after the problem occurs. The unit member shall submit a complaint involving his/her supervisor or VP to the Chief Human Resources Officer.

~~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.

21.98 Additional Voluntary Receivable Payments to CalSTRS

A unit member who is a member of the California State Teachers' Retirement System (CalSTRS) is permitted to redeposit member contributions previously withdrawn, and/or may elect to purchase permissive service credits, subject to the statutes and regulations of CalSTRS. Any amounts due may be paid by the member directly to the retirement system or the member may request deductions through District payroll.

~~Unit members who choose to pay CalSTRS by payroll deductions, may do so on a pre-tax basis under Internal Revenue Code 414(h)(2) permits the employer to pick up the employee's portion of contributions to a retirement plan, thereby resulting in tax deferral of employee contributions.~~

In order to permit tax deferral for those additional amounts deducted from the unit member's payroll, the unit member shall enter into a binding ~~irrevocable payroll deduction authorization with the District and such unit member shall not have the option of choosing to receive the amounts directly instead of having them paid by the District to CalSTRS.~~

~~The additional amounts specified through payroll deduction from salary are designated as being picked up by the District and paid by the District in accordance with CalSTRS retirement plan requirements and IRS code regulations.~~

~~The member who elects to make such an additional voluntary payment must agree to and sign an Irrevocable Payroll Authorization form (CalSTRS form AC-0194) for the voluntary receivable payment.~~

The member may not make direct payments to CalSTRS after the member has agreed to the irrevocable payroll authorization.

The member may not terminate the irrevocable payroll authorization before completion of the payments or termination of employment with the District.

If deductions become delinquent because of termination of employment with the District, CalSTRS will return all tax deferred amounts to the District who, in turn, must return them to the member as taxable income. Because termination of employment automatically cancels the irrevocable payroll authorization, a terminated member may avoid delinquency by making direct payments in lump sum, monthly installments, or by payroll deductions from a subsequent employer within 30 days.

~~A member who elects to make payment of a voluntary receivable through tax deferred~~

~~payroll deduction will have his/her taxable income reduced by the amount of the tax deferred deductions, in the same manner that the tax deferred contributions to CalSTRS reduces his/her taxable income.~~

ARTICLE 22 EFFECT AND TERMS OF AGREEMENT

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

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

This Agreement shall become effective on July 1, 2017~~8~~, and shall continue in effect up to and including June 30, 2018~~21~~.

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

For the Association

For the District

Beatriz Avila, Association Lead Negotiator

Clint Dougherty, Lead District Negotiator

Suzanne Gretz, Association Negotiator

Dr. Christina Tafoya, District Negotiator

Dr. Melani Guinn, Association Negotiator

Dr. Lennor Johnson, District Negotiator

Sidne Horton, Association Negotiator

Josanna Garcia, District Negotiator

Mary-Jo Wainwright, Association President

Dr. Martha Garcia,
Superintendent/President

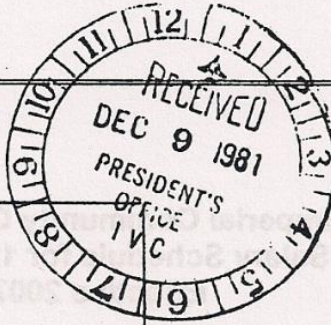
EXHIBITS TO THE AGREEMENT

STATE OF CALIFORNIA

PUBLIC EMPLOYMENT RELATIONS BOARD

EXHIBIT A

EDMUND G. BROWN JR., Governor



Imperial Community College District,
Employer,

and

Imperial Valley College Chapter of the
California Teachers Association/National
Education Association,
Employee Organization.

Type of Election

- Consent Agreement
- Board Directed
- RD Directed

Case Number: LA-R-845

CERTIFICATION OF REPRESENTATIVE

An election having been conducted in the above matter under the supervision of the Regional Director of the Public Employment Relations Board in accordance with the Rules and Regulations of the Board; therefore

Pursuant to the authority vested in the undersigned by the Public Employment Relations Board, IT IS HEREBY CERTIFIED as of December 4, 1981 that a majority of the valid ballots has been cast for

Imperial Valley College Chapter of the California Teachers Association/
National Education Association

and that, pursuant to the Educational Employment Relations Act, described employee organization is the exclusive representative of all the employees in the unit set forth below:

INCLUDES: Contract, regular and categorically funded certificated employees.

EXCLUDES: Management, confidential and supervisory employees as defined by the EERA.

Signed at Los Angeles, California

On the 4th day of December, 1981

On behalf of
PUBLIC EMPLOYMENT RELATIONS BOARD

Regional Director

Exhibit B1**Tentative Agreement (March 27, 2019)****Salary and Benefit Agreement for 2018-2021:****Salary**

1. 2018-2019: 7.71% raise to all salary schedules (State Funded COLA + 5%), retroactive to July 1, 2018 for all unit members employed during that year (salary schedules B2, B3, and B4).
2. 2019-2020: State Funded COLA or 2%, whichever is greater, to all salary schedules, effective July 1, 2019 (salary schedules B5, B6, and B7)
3. 2020-2021: State Funded COLA or 2%, whichever is greater, to all salary schedules, effective July 1, 2020 (salary schedules B8, B9, and B10)
4. 2018-2019: Overload \$68.00, retroactive to start of Fall Semester, 2018
5. 2019-2020: Overload \$69.00, effective start of Fall Semester, 2019
6. 2020-2021: Overload \$70.00 effective start of Fall Semester, 2020

Unit members hired before July 1, 2018, who are on Steps 1-8 in Column G during the 2018-19 academic year, will receive a salary based on their step in Column F plus \$5000. Once these unit members reach Step 9, they will then revert to the salary amount on Column G (i.e., once the amount of their salary is at least equal to the amount of the equivalent step of column F plus \$5,000).

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	\$0.00

Emp + Child (ren)	\$25.00	\$300.00
Emp + Sp	\$50.00	\$600.00
Emp + Family	\$50.00	\$600.00

OR

Comprehensive Rate

Contribution Option 2 (Comprehensive Plan)		
Emp Only	\$50.00	\$600.00
Emp + Child (ren)	\$75.00	\$900.00
Emp + Sp	\$100.00	\$1,200.00
Emp + Family	\$100.00	\$1,200.00

OR

MEXICO ONLY Rate

Contribution Option 3 (SIMNSA ONLY Plan)		
Emp Only	\$0.00	\$0.00
Emp + Child (ren)	\$0.00	\$0.00
Emp + Sp	\$0.00	\$0.00
Emp + Family	\$0.00	\$0.00

OR

COB Rate

Contribution Option 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. The District agrees to pay the cost of dental and vision insurance for employees and dependents, ~~Coverage is increased~~ as follows:
 - A. Delta Dental **changes**
 - Annual Plan Maximum of \$2,500 for both PPO and Non-PPO
~~(increase from \$2000 per year)~~
 - Three (3) cleanings per year.
 - B. VSP Vision **changes**
 - 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. District will continue to pay for the Employee Assistance Plan and a \$50,000 life insurance premium through ICSVEBA.

EXHIBIT B12

**Imperial Community College District
Salary Schedule for 177-Day Faculty
2018-2019 - Effective July 1, 2017~~8~~**

	A	B	C	D	E	F	G
	Less than a B.A.	B.A.	M.A. B.A. + 30	M.A. + 15 B.A. + 45	M.A. + 30	M.A. + 45	Doctorate
1	\$ 52,554	\$ 54,131	\$ 56,873	\$ 63,386	\$ 65,287	\$ 67,247	\$ 71,281
2	\$ 54,131	\$ 55,755	\$ 58,580	\$ 65,288	\$ 67,247	\$ 69,264	\$ 73,421
3	\$ 55,755	\$ 57,428	\$ 60,338	\$ 67,248	\$ 69,264	\$ 71,343	\$ 75,623
4	\$ 57,428	\$ 59,151	\$ 62,149	\$ 69,266	\$ 71,343	\$ 73,484	\$ 77,893
5	\$ 59,151	\$ 60,926	\$ 64,013	\$ 71,345	\$ 73,484	\$ 75,689	\$ 80,230
6	\$ 60,926	\$ 62,754	\$ 65,934	\$ 73,486	\$ 75,689	\$ 77,960	\$ 82,637
7	\$ 62,754	\$ 64,637	\$ 67,912	\$ 75,691	\$ 77,960	\$ 80,300	\$ 85,117
8	\$ 64,637	\$ 66,577	\$ 69,950	\$ 77,963	\$ 80,300	\$ 82,709	\$ 87,671
9	\$ 66,577	\$ 68,575	\$ 72,049	\$ 80,302	\$ 82,709	\$ 85,191	\$ 90,301
10	\$ 68,575	\$ 70,632	\$ 74,211	\$ 82,712	\$ 85,191	\$ 87,747	\$ 93,011
11	\$ 70,632	\$ 72,752	\$ 76,437	\$ 85,193	\$ 87,747	\$ 90,379	\$ 95,802
12	\$ 72,752	\$ 74,935	\$ 78,731	\$ 87,749	\$ 90,379	\$ 93,092	\$ 98,676
13	\$ 74,935	\$ 77,184	\$ 81,093	\$ 90,383	\$ 93,092	\$ 95,885	\$ 101,637
14	\$ 77,184	\$ 79,500	\$ 83,526	\$ 93,095	\$ 95,885	\$ 98,761	\$ 104,687
15	\$ 79,500	\$ 81,885	\$ 86,032	\$ 95,888	\$ 98,761	\$ 101,725	\$ 107,827
16	\$ 81,885	\$ 84,342	\$ 88,614	\$ 98,765	\$ 101,725	\$ 104,777	\$ 111,063
17	\$ 84,342	\$ 86,874	\$ 91,273	\$ 101,728	\$ 104,777	\$ 107,921	\$ 114,396
18	\$ 86,874	\$ 89,480	\$ 94,013	\$ 104,780	\$ 107,921	\$ 111,159	\$ 117,828

- 1 For rules and regulations regarding initial step and column placement upon the salary schedule refer to Article 17.2.1 of the Agreement.
- 2 For rules and regulations regarding step and column advancement on the salary schedule refer to Article 17.2.2 of the Agreement
- 3 Unit members with an earned doctorate hired before July 1, 2018 should refer to Exhibit B1 for information on placement on Column G.

EXHIBIT B23

**Imperial Community College District
Salary Schedule for 194-Day (35 Hour) Faculty
2018-2019 - Effective July 1, 2017~~8~~**

	A	B	C	D	E	F	G
	Less than a B.A.	B.A.	M.A. B.A. + 30	M.A. + 15 B.A. + 45	M.A. + 30	M.A. + 45	Doctorate
1	\$ 57,601	\$ 59,330	\$ 62,334	\$ 69,474	\$ 71,558	\$ 73,705	\$ 78,127
2	\$ 59,330	\$ 61,110	\$ 64,205	\$ 71,559	\$ 73,706	\$ 75,916	\$ 80,472
3	\$ 61,110	\$ 62,945	\$ 66,132	\$ 73,707	\$ 75,917	\$ 78,194	\$ 82,887
4	\$ 62,945	\$ 64,834	\$ 68,116	\$ 75,918	\$ 78,195	\$ 80,540	\$ 85,374
5	\$ 64,834	\$ 66,779	\$ 70,160	\$ 78,196	\$ 80,541	\$ 82,957	\$ 87,936
6	\$ 66,779	\$ 68,783	\$ 72,266	\$ 80,542	\$ 82,958	\$ 85,446	\$ 90,574
7	\$ 68,783	\$ 70,846	\$ 74,434	\$ 82,959	\$ 85,447	\$ 88,010	\$ 93,292
8	\$ 70,846	\$ 72,972	\$ 76,668	\$ 85,448	\$ 88,011	\$ 90,651	\$ 96,091
9	\$ 72,972	\$ 75,162	\$ 78,969	\$ 88,012	\$ 90,652	\$ 93,371	\$ 98,975
10	\$ 75,162	\$ 77,418	\$ 81,338	\$ 90,653	\$ 93,372	\$ 96,172	\$ 101,944
11	\$ 77,418	\$ 79,741	\$ 83,779	\$ 93,373	\$ 96,173	\$ 99,058	\$ 105,003
12	\$ 79,741	\$ 82,133	\$ 86,293	\$ 96,174	\$ 99,059	\$ 102,030	\$ 108,154
13	\$ 82,133	\$ 84,598	\$ 88,882	\$ 99,060	\$ 102,032	\$ 105,092	\$ 111,399
14	\$ 84,598	\$ 87,136	\$ 91,549	\$ 102,033	\$ 105,093	\$ 108,245	\$ 114,741
15	\$ 87,136	\$ 89,750	\$ 94,296	\$ 105,094	\$ 108,246	\$ 111,493	\$ 118,184
16	\$ 89,750	\$ 92,443	\$ 97,125	\$ 108,247	\$ 111,494	\$ 114,838	\$ 121,730
17	\$ 92,443	\$ 95,217	\$ 100,040	\$ 111,495	\$ 114,839	\$ 118,284	\$ 125,382
18	\$ 95,217	\$ 98,074	\$ 103,042	\$ 114,840	\$ 118,285	\$ 121,833	\$ 129,144

1 For rules and regulations regarding initial step and column placement upon the salary schedule refer to Article 17.2.1 of the Agreement.

2 For rules and regulations regarding step and column advancement on the salary schedule refer to Article 17.2.2 of the Agreement.

3 Unit members with an earned doctorate hired before July 1, 2018 should refer to Exhibit B1 for information on placement on Column G.

EXHIBIT B4

Imperial Community College District
Salary Schedule for 194-Day (40 Hour) Faculty
2018-2019 - Effective July 1, 2017~~8~~

	A	B	C	D	E	F	G
	Less than a B.A.	B.A.	M.A. B.A. + 30	M.A. + 15 B.A. + 45	M.A. + 30	M.A. + 45	Doctorate
1	\$ 65,744	\$ 67,717	\$ 71,148	\$ 79,297	\$ 81,675	\$ 84,126	\$ 89,174
2	\$ 67,717	\$ 69,750	\$ 73,283	\$ 81,676	\$ 84,126	\$ 86,651	\$ 91,850
3	\$ 69,750	\$ 71,843	\$ 75,482	\$ 84,127	\$ 86,651	\$ 89,251	\$ 94,606
4	\$ 71,843	\$ 73,998	\$ 77,747	\$ 86,652	\$ 89,251	\$ 91,928	\$ 97,445
5	\$ 73,998	\$ 76,219	\$ 80,080	\$ 89,252	\$ 91,928	\$ 94,687	\$ 100,370
6	\$ 76,219	\$ 78,506	\$ 82,483	\$ 91,929	\$ 94,687	\$ 97,528	\$ 103,381
7	\$ 78,506	\$ 80,861	\$ 84,958	\$ 94,688	\$ 97,528	\$ 100,455	\$ 106,483
8	\$ 80,861	\$ 83,288	\$ 87,508	\$ 97,529	\$ 100,455	\$ 103,468	\$ 109,678
9	\$ 83,288	\$ 85,787	\$ 90,134	\$ 100,456	\$ 103,468	\$ 106,573	\$ 112,968
10	\$ 85,787	\$ 88,361	\$ 92,838	\$ 103,469	\$ 106,573	\$ 109,770	\$ 116,358
11	\$ 88,361	\$ 91,013	\$ 95,624	\$ 106,574	\$ 109,770	\$ 113,064	\$ 119,849
12	\$ 91,013	\$ 93,743	\$ 98,493	\$ 109,772	\$ 113,064	\$ 116,457	\$ 123,445
13	\$ 93,743	\$ 96,556	\$ 101,449	\$ 113,065	\$ 116,457	\$ 119,951	\$ 127,150
14	\$ 96,556	\$ 99,453	\$ 104,493	\$ 116,458	\$ 119,951	\$ 123,550	\$ 130,965
15	\$ 99,453	\$ 102,438	\$ 107,628	\$ 119,952	\$ 123,550	\$ 127,257	\$ 134,894
16	\$ 102,438	\$ 105,512	\$ 110,857	\$ 123,551	\$ 127,257	\$ 131,076	\$ 138,942
17	\$ 105,512	\$ 108,677	\$ 114,183	\$ 127,258	\$ 131,076	\$ 135,008	\$ 143,110
18	\$ 108,677	\$ 111,938	\$ 117,610	\$ 131,077	\$ 135,008	\$ 139,059	\$ 147,403

1 For rules and regulations regarding initial step and column placement upon the salary schedule refer to Article 17.2.1 of the Agreement.

2 For rules and regulations regarding step and column advancement on the salary schedule refer to Article 17.2.2 of the Agreement.

3 Unit members with an earned doctorate hired before July 1, 2018 should refer to Exhibit B1 for information on placement on Column G.

EXHIBIT C1

► 2018-2019 ◀

Academic Year Calendar 2018-2019		
August	9	New Faculty Service Day – Orientation
	10	Faculty Service Day – Convocation
	13	Fall Semester 2018 Classes Begin
September	3	Holiday – Labor Day (campus closed)
November	12	Holiday – Veteran’s Day (campus closed)
	19-20	No Classes (campus open)
	21-24	Holiday – Thanksgiving (campus closed)
December	3-8	Final Exams Fall 2018 semester
	17-31	Winter Recess (campus closed)
January	1	Holiday – New Year’s Day (campus closed)
	2	Winter Session 2019 Classes Begin
	21	Holiday – Martin Luther King Jr. (campus closed)
February	1	Winter Session 2019 Classes End
	11	Spring Semester 2019 Classes Begin
	15-16	Lincoln’s Birthday Observed (campus closed)
	18	Holiday – President’s Day (campus closed)
April	22-27	Spring Break (campus closed)
May	27	Holiday – Memorial Day (campus closed)
June	3-7	Final Exams Spring 2019 semester
	8	Faculty Service Day – Graduation
	17	Summer Session 2019 Classes Begin
July	4	Holiday – Independence Day (campus closed)
	25	Summer Session 2019 Classes End

EXHIBIT C2

► 2019-2020 ◀

Academic Year Calendar 2019-2020		
August	15	New Faculty Service Day – Orientation
	16	Faculty Service Day - Convocation
	19	Fall Semester 2019 Classes Begin
September	2	Holiday – Labor Day (campus closed)
November	11	Holiday – Veteran’s Day (campus closed)
	25-26	No Classes (campus open)
	27-30	Holiday – Thanksgiving (campus closed)
December	9-14	Final Exams Fall 2019 semester
	23-31	Winter Recess (campus closed)
January	1	Holiday – New Year’s Day (campus closed)
	6	Winter Session 2020 Classes Begin
	20	Holiday – Martin Luther King Jr. (campus closed)
February	6	Winter Session 2020 Classes End
	14	Lincoln’s Birthday Observed (campus closed)
	17	Holiday – President’s Day (campus closed)
	18	Spring Semester 2020 Classes Begin
April	13-18	Spring Break (campus closed)
May	25	Holiday – Memorial Day (campus closed)
June	8-12	Final Exams Spring 2020 semester
	13	Faculty Service Day – Graduation
	22	Summer Session 2020 Classes Begin
July	2	Holiday – Independence Day (campus closed)
	30	Summer Session 2020 Classes End

EXHIBIT C3**► 2020-2021 ◀**

Academic Year Calendar 2020-2021		
August	13	New Faculty Service Day – Orientation
	14	Faculty Service Day - Convocation
	17	Fall Semester 2020 Classes Begin
September	7	Holiday – Labor Day (campus closed)
November	11	Holiday – Veteran’s Day (campus closed)
	23-24	No Classes (campus open)
	25-28	Holiday – Thanksgiving (campus closed)
December	7-12	Final Exams Fall 2020 semester
	21-31	Winter Recess (campus closed)
January	1	Holiday – New Year’s Day (campus closed)
	4	Winter Session 2021 Classes Begin
	18	Holiday – Martin Luther King Jr. (campus closed)
February	4	Winter Session 2021 Classes End
	12	Lincoln’s Birthday Observed (campus closed)
	15	Holiday – President’s Day (campus closed)
	16	Spring Semester 2021 Classes Begin
April	5-10	Spring Break (campus closed)
May	31	Holiday – Memorial Day (campus closed)
June	7-11	Final Exams Spring 2021 semester
	12	Faculty Service Day – Graduation
	21	Summer Session 2021 Classes Begin
July	5	Holiday – Independence Day (campus closed)
	29	Summer Session 2021 Classes End

EXHIBIT D

Faculty Evaluation Forms
For Tenure Review
And all other Faculty Evaluations

List of Faculty Evaluation Forms

- Form A: Individual Tenure Review Committee (ITRC)
- Form B: ITRC Evaluation and Recommendations
- Form C1: Faculty Self-Assessment: Year One
- Form C2: Faculty Self-Assessment
- Form D: Evaluation Pre-Observation Meeting
- Form E1: Classroom Observation Form
- Form E2: Online Course Observation Form
- Form F: Counseling Observation Form
- Form G: Librarian Observation Form
- Form H: Non-Classroom Faculty Observation Form
- Form I: Evaluation of Duties & Responsibilities: Teaching Faculty
- Form J: Evaluation of Duties & Responsibilities: Counselors
- Form K: Evaluation of Duties & Responsibilities: Librarians
- Form L: Evaluation of Duties & Responsibilities: Non-Classroom Faculty
- Form M1: Student Evaluation of Teacher Form
- Form M2: Online Student Evaluation of Teacher Form
- Form N: Student Evaluation of Counselor Form
- Form O: Student Evaluation of Librarian Form
- Form P: Student Evaluation of Non-Classroom Faculty Form
- Form Q: Remediation Plan of Action Form

Evaluation Form A

IMPERIAL VALLEY COLLEGE
INDIVIDUAL TENURE REVIEW COMMITTEE MEMBERSHIP

TO: Vice President for Academic Services/Vice President for Student Services

FROM: Individual Tenure Review Committee for _____
Candidate

DATE: _____

The Candidate began Tenure Review: _____
Month/Year

_____ Original Membership

_____ Revised Membership

As of the date above, the Individual Tenure Review Committee for the candidate consists of the following individuals:

ITRC
Chair Mark the appropriate box indicating the chair of the committee.

Department Chair or Faculty Designee Name Signature

Administrative Member Name Signature

Peer Faculty Member Name Signature

Candidate Name Signature

Evaluation Form B

**IMPERIAL VALLEY COLLEGE
TENURE REVIEW EVALUATION CHECKLIST AND RECOMMENDATIONS**

Please complete this form for each year of the candidate's tenure review.

This is to certify that the required procedures for Tenure Review have been completed for the following faculty member:

Candidate _____ Date _____

YEAR of Tenure Review (please check) ONE TWO THREE FOUR

Tenure Review Events**Events Completed (please check)**

- | | |
|--|-------|
| 1. Orientation Meeting with Candidate | _____ |
| 2. Candidate's Self-Assessment | _____ |
| 3. Observations by Committee | _____ |
| 4. Student Evaluations | _____ |
| 5. Evaluation of Duties & Responsibilities | _____ |
| 6. Final Tenure Review Meeting | _____ |

First or Second Contract**Evaluation Summary****Recommendation**

- | | |
|----------------------------|--|
| _____ Exceeds Expectations | _____ Committee recommends immediate tenure |
| _____ Satisfactory | _____ Committee recommends additional contract |
| _____ Needs Improvement | _____ Committee recommends additional contract with remediation
(must attach Remediation Plan of Action Form) |
| _____ Unsatisfactory | _____ Candidate not recommended for re-employment |

Third Contract, Year Three**Evaluation Summary** (No recommendation made during third contract, year three)

- _____ Exceeds Expectations
 _____ Satisfactory
 _____ Needs Improvement (must attach Remediation Plan of Action form)

Third Contract, Year Four**Evaluation Summary****Recommendation**

- | | |
|----------------------------|---|
| _____ Exceeds Expectations | _____ Committee recommends tenure |
| _____ Satisfactory | _____ Committee recommends tenure with remediation
(must attach Remediation Plan of Action Form) |
| _____ Needs Improvement | _____ Candidate not recommended for re-employment |
| _____ Unsatisfactory | |

Candidate Signature

Member Signature

Member Signature

Member Signature

_____ Candidate wishes to exercise his/her right to comment on any portion of the Tenure Review (attach separate document)

Evaluation Form C1

**IMPERIAL VALLEY COLLEGE
FACULTY SELF-ASSESSMENT: Year One**

Faculty Self-Assessments should include the faculty member's name, date of self-assessment, updated Vitae if applicable, and academic year of self-assessment.

- 1. Interaction with and effect on students**
Describe how you work to develop a good professional working relationship with students. Describe the effects that you believe your instruction/counseling/librarianship has on students.
- 2. Planned efforts for maintaining professional competency**
Comments may include but are not limited to such areas as classes taken, conferences, workshops, seminars, professional training, or informal learning experiences such as reading, concerts, exhibits, performances, and site visits.
- 3. College activities**
List the college committee(s) on which you now serve or would like to serve. What areas of college governance or campus life do you think you might be interested in pursuing in the future?
- 4. Future professional objectives**
List any plans you have for your future development as a professional. How might the college facilitate these plans?

Evaluation Form C2

**IMPERIAL VALLEY COLLEGE
FACULTY SELF-ASSESSMENT**

Faculty Self-Assessments should include the faculty member's name, date of self-assessment, updated Vitae if applicable, and academic year of self-assessment.

In all of the following areas as appropriate, state the degree to which you successfully completed the planned efforts stated in the previous self-assessment.

1. Interaction with and effect on students

Describe how you work to develop a good professional working relationship with students. Describe the effects that you believe your instruction/counseling/librarianship has on students.

2. Contributions to the college or your profession

Describe any special assignments, performances given, exhibits presented, professional positions held, honors earned, educational materials or curriculum developed, or educational methods improved in your role as a faculty member at IVC.

3. College Activities

List the college committee(s) on which you now serve or have recently served. Include your level of participation, including offices held, sub-committees, and special assignments. List any other campus activities you have participated in. What areas of college governance or campus life do you think you might be interested in pursuing in the future?

4. Planned efforts for maintaining professional competency

Comments may include but are not limited to such areas as classes taken, conferences, workshops, seminars, professional training, or informal learning experiences such as reading, concerts, exhibits, performances, and site visits.

5. Future Professional Objectives

List any plans you have for your future development as a professional. How might the college facilitate these plans?

Evaluation Form D (optional)

IMPERIAL VALLEY COLLEGE
EVALUATION PRE-OBSERVATION MEETING

Name of Faculty Member: _____

Date of Planned Observation: _____

Department & Discipline/Area: _____

Faculty Member's Status (circle): Tenure Review Full-Time Permanent Full-Time Temporary Part-time

Name of Evaluator: _____

The Evaluator provided a blank copy of the appropriate form that will be used during the Observation. ____ Yes

1. Type and subject of activity or topic to be observed?

2. What tools or techniques does the faculty member intend to use during the activity or topic being observed?

3. What will the evaluator be looking for during this observational period?

The Faculty member has provided relevant documentation to the Evaluator, such as the course syllabus, ____ Yes
outline, assignment sheet, and/or work objectives to determine that the activity observed is appropriate to
the environment.

Faculty Member Name

Signature

Date

Evaluator Name

Signature

Date

Evaluation Form E1

IMPERIAL VALLEY COLLEGE CLASSROOM OBSERVATION FORM

Faculty Member: _____ Semester: _____

Faculty Member's Status (circle): Tenure Review Full-Time Permanent Full-Time Temporary Part-time

Date of Observation: _____ Evaluator: _____

Directions: Throughout this form, comments are required and should detail specific observations. Leave areas blank and make a note when no basis for evaluation has been provided during the classroom observation.

Course Number and Name: _____

Topic of Observed Session: _____

Instructional Techniques Being Used (check all that apply):

- lecture, discussion, audiovisual, group activity, laboratory, individual student assistance, other

Comments: _____

Directions: For each of the following sections, a numerical score should be identified using the following scale:

- 5 Exceptional, Exceeds Expectations, 4 Very Effective, 3 Above Average, 2 Competent, 1 Marginal or Unsatisfactory, 0 Not Applicable

1. Organization and Preparation for Teaching:

A. Goals (Clearly Stated or Written; relevant to larger goals; connected to other planned activities)

- No apparent goal for the session (0, 1), Some recognizable goals detected (2, 3), Clearly defined goals (4, 5)

Comments: _____

Evaluation Form E1

Page 2

B. Organization of Lesson (Organized progression from each activity to the next)

No evidence of prior preparation	0	1
Evidence of some preparation	2	3
Creative planning	4	5

Comments:

C. Classroom Management (Use of classroom time, punctuality, control of classroom)

Faculty member struggles to gain control of the class	0	1
Activities and order require effort by instructor	2	3
Class activities begin on time in an orderly matter	4	5

Comments:

D. Organization of Written Materials (Written documentation and materials support instruction)

Faculty Member must provide to the Evaluator a course syllabus, a sample assignment, and a sample examination for the class being observed.

Unclear, confusing, critical information missing	0	1
Discernible organization, informative	2	3
Extremely well organized, very informative	4	5

Comments:

2. Teaching Effectiveness:

A. Subject Matter Expertise (Faculty member's demonstrated knowledge of the material being presented)

Appears to be unprepared in the subject being covered	0	1
Demonstrates an adequate understanding of the subject	2	3
Demonstrates a broad mastery (knowledge) of the field	4	5

Comments:

B. Teaching Skills and Strategies (Displays creative and appropriate techniques and strategies for conveying the material)

Techniques detract from accomplishing the class objectives	0	1
Techniques adequately support the class objectives	2	3
Techniques are creative and effective in meeting class objectives	4	5

Comments:

C. Presentation and Delivery (Awareness of demeanor, vocabulary, and articulation)

Lacks enthusiasm, relies too heavily upon notes, inappropriate language	0	1
Generally clear and understandable, good vocabulary and voice	2	3
Clear, enthusiastic, well poised and direct, suitable vocabulary and voice	4	5

Comments:

3. Student Relationships:

A. Student Attention and Engagement (Evidence of active engagement and participation by students)

Little to no student engagement evident	0	1
Some student engagement and participation	2	3
Meaningful and active student engagement	4	5

Comments:

B. Learning Environment (Creates an environment conducive to Learning)

Apparent negative attitude toward students, uncomfortable environment	0	1
Is helpful to students when called upon, neutral environment	2	3
Seeks ways to be of assistance to students, positive environment	4	5

Comments:

Overall Evaluation Results (should include positive statements as well as any areas for improvement):

_____ Faculty Member Name	_____ Signature	_____ Date
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_____ Evaluator Name	_____ Signature	_____ Date
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_____ Supervising Administrator Name	_____ Signature	_____ Date
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_____ VP for Academic Services Name	_____ Signature	_____ Date
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Evaluation Form E2

IMPERIAL VALLEY COLLEGE
ONLINE COURSE OBSERVATION FORM

Faculty Member: _____ Semester: _____

Faculty Member's Status (circle): Tenure Review Full-Time Permanent Full-Time Temporary Part-time

Date of Observation: _____ Evaluator: _____

Directions: Throughout this form, comments are required and should detail specific observations. Leave areas blank and make a note when no basis for evaluation has been provided during the classroom observation.

Course Number and Name: _____

Week/Module/Unit Observed: _____

One week or module/unit of the course will be observed. Faculty is encouraged to provide any other information that will help the evaluator complete the observation form (e.g. course orientation, extra support resources, etc.)

Comments: _____

Directions: For each of the following sections, a numerical score should be identified using the following scale:

- | | | | |
|---|-----------------------------------|---|----------------------------|
| 5 | Exceptional, Exceeds Expectations | 2 | Competent |
| 4 | Very Effective | 1 | Marginal or Unsatisfactory |
| 3 | Above Average | 0 | Not Applicable |

1. **Organization and Preparation for Teaching:**

A. Goals (Clearly Stated or Written; relevant to larger goals; connected to other planned activities)

- | | | |
|---|---|---|
| No apparent goal for the week/module/unit | 0 | 1 |
| Some recognizable goals detected | 2 | 3 |
| Clearly defined goals | 4 | 5 |

Comments:

Evaluation Form E2

Page 2

B. Organization of Lesson (Content is presented in manageable segments; content is easily navigated and flows in a logical progression.)

No evidence of prior organization	0	1
Evidence of some organization	2	3
Creative and clear organization	4	5

Comments:

C. Use of LMS Tools (Appropriate tools are used to enhance content discussions, quizzes, NetTutor, etc.)

Lack of varied tools used	0	1
Some tools are used	2	3
Variety of tools appropriately used	4	5

Comments:

D. Organization of Written Materials (Written documentation and materials support instruction)

The Evaluator must have access to a full week of instruction, which at minimum includes an introduction to the week, an assignment, an examination or quiz, a discussion, and the course syllabus.

Unclear, confusing, critical information missing	0	1
Discernible organization, informative	2	3
Extremely well organized, very informative	4	5

Comments:

2. Teaching Effectiveness:

A. Subject Matter Expertise (Faculty member's demonstrated knowledge of the material being presented)

Lack of expertise in the subject area in presenting and explaining content	0	1
Adequate expertise in the subject area through instructor prepared lecture materials and/or introduction to content	2	3
Superior expertise in the subject area through instructor prepared lecture materials and/or introduction to content	4	5

Comments:

B. Teaching Skills and Strategies (Displays creative and appropriate techniques and strategies for conveying the material)

Techniques detract from accomplishing the class objectives	0	1
Techniques adequately support the class objectives	2	3
Techniques are creative and effective in meeting class objectives	4	5

Comments:

C. Communication and Rapport (Course demonstrates a sense of community with students and instructor)

The course does not allow students to ask questions, announcements are not used	0	1
The course allows students to ask questions in a place, announcements are sometimes used	2	3
The course allows students to ask questions in various places, announcements are regularly used	4	5

Comments:

Evaluation Form E2

3. Student Interaction:

A. Regular Effective Contact/Interaction (Evidence of faculty to student interaction through discussions, announcements, etc.)

Instructor does not provide adequate Regular Effective Contact	0	1
Instructor initiates minimal interaction with students	2	3
Instructor initiates interaction with students throughout the week of instruction	4	5

Comments:

B. Learning Environment (Creates an environment of student-to-student interaction)

Instructor does not develop a sense of community in the course; student-to-student interaction has not been integrated	0	1
Instructor provides occasional opportunities for student-to-student interaction	2	3
Instructor develops a strong sense of community in the course by providing opportunities for student-to-student interaction	4	5

Comments:

Overall Evaluation Results (should include positive statements as well as any areas for improvement):

_____ Faculty Member Name	_____ Signature	_____ Date
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_____ Peer Evaluator Name	_____ Signature	_____ Date
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_____ Supervising Administrator Name	_____ Signature	_____ Date
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_____ VP for Academic Services Name	_____ Signature	_____ Date
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Evaluation Form F

IMPERIAL VALLEY COLLEGE COUNSELING OBSERVATION FORM

Counselor: _____ Semester: _____

Years of Counseling Experience at Imperial Valley College: _____

Date of Observation: _____ Evaluator: _____

Scoring: NA = Not Applicable 2 = Fair 4 = Good
 1 = Needs Development 3 = Competent 5 = Exceeds Standards

	NA	1	2	3	4	5
Is prepared with appropriate materials for counseling session.						
Makes effective use of time in counseling session (e.g., logical flow, finishes within time allotted, etc.).						
Eliminates distractions during session (e.g., phone, interruptions, etc.).						
Demonstrates rapport building efforts (e.g., non-verbal behaviors, greeting students, providing privacy, awareness of and sensitivity to issues pertaining to cultural diversity).						
Demonstrates effective communication skills (e.g., active listening, accurate feedback, etc.).						
Assists students in the process of making decisions regarding academic and career goals.						
Determines student needs in terms of information (what do they know, what do they need to know, etc.).						
Demonstrates ability to meet student needs in a crisis situation (e.g., has ability to remain calm, assesses immediacy of the situation and responds appropriately, etc.).						
Solicits student feedback regarding effectiveness of session.						
Reviews transcripts to facilitate advisement (e.g., determines appropriate placement, determines career options, etc.).						
Reviews and evaluates academic records to (1) determine status and/or (2) to determine course equivalencies.						
Actively listens and checks for understanding.						
Acknowledges feedback, then responds accordingly.						
Provides feedback.						
Demonstrates knowledge of academic counseling as it pertains to transfer or occupational programs.						
Assists students in filling out a variety of forms (electronic or paper).						
Utilizes academic counseling resources and is knowledgeable on existing resource/reference tools (e.g., ASSIST, SARS, DegreeWorks, CSU, UC, College Source, Starfish, ADT's, etc.).						
Overall Ranking (only one score):						

Evaluation Form F
Page 2

Summary Comments: _____

_____ Faculty Member Name	_____ Signature	_____ Date
_____ Peer Evaluator Name	_____ Signature	_____ Date
_____ Supervising Administrator Name	_____ Signature	_____ Date
_____ VP for Student Services Name	_____ Signature	_____ Date

Evaluation Form G

**IMPERIAL VALLEY COLLEGE
LIBRARIAN OBSERVATION FORM**

Librarian: _____ Semester: _____

Years of Librarian Experience at Imperial Valley College: _____

Date of Observation: _____ Evaluator: _____

1. Conducts reference interview and follow-up

Comments:

2. Knows and follows Reference Desk and Library policies

Comments:

3. Acts in a manner that encourages patrons to ask questions

Comments:

4. Exhibits knowledge of reference sources, continues to develop knowledge of collections and resources

Comments:

5. Exhibits teamwork regarding reference requests and library operations

Comments:

Evaluation Form G
page 2

Summary Comments: _____

_____ Faculty Member Name	_____ Signature	_____ Date
_____ Peer Evaluator Name	_____ Signature	_____ Date
_____ Supervising Administrator Name	_____ Signature	_____ Date
_____ VP for Academic Services Name	_____ Signature	_____ Date

Evaluation Form M1

**IMPERIAL VALLEY COLLEGE
STUDENT EVALUATION OF TEACHER FORM**

Instructor: _____ Course: _____ Date: _____

One of the major responsibilities of the college is to promote good teaching standards among the faculty. Students are among the best qualified to judge an instructor's teaching effectiveness and to offer suggestions for improvement.

Please take the time to provide feedback for your instructor in this course. Evaluate both the course and the instructor by using this form. These evaluations are completely confidential. Please be thoughtful and candid in your responses.

The Course:	Poor	Below Average	Average	Good	Excellent
1. Provides an accurate syllabus with a reading schedule					
2. Defines Student Learning Outcomes as noted in the class syllabus					
3. Explanation of grading policies and expectations for the course					
4. Organization and clarity of lectures					
5. Clarity and appropriateness of tests to subject matter					
6. Fairness of grading					
7. Clarity of assignments					

The Instructor:	Poor	Below Average	Average	Good	Excellent
8. Showed an interest in the subject					
9. Encouraged students to ask questions and participate in class discussions					
10. Encouraged individual thinking and differences of opinion					
11. Spoke clearly					
12. Clarity of assignments					
13. Was accessible for individual conferences and office hours					
14. Was interested in and respectful to students					
15. Convened and dismissed class on time					
16. Explained difficult parts of the material clearly					
17. Was reasonably prompt in returning student papers					
18. Would you recommend this instructor to a student like yourself?	Yes			No	

Comments: _____

Evaluation Form M2

**IMPERIAL VALLEY COLLEGE
STUDENT EVALUATION OF TEACHER FORM
Online Course**

Instructor: _____ Course: _____ Date: _____

One of the major responsibilities of the college is to promote good teaching standards among the faculty. Students are among the best qualified to judge an instructor's teaching effectiveness and to offer suggestions for improvement.

Please take the time to provide feedback for your instructor in this course. Evaluate both the course and the instructor by using this form. These evaluations are completely confidential. Please be thoughtful and candid in your responses.

The Course:	Poor	Below Average	Average	Good	Excellent
1. Provides an accurate syllabus with a reading schedule					
2. Defines Student Learning Outcomes as noted in the class syllabus					
3. Explanation of grading policies and expectations for the course					
4. Organization and clarity of online course					
5. Clarity and appropriateness of tests to subject matter					
6. Fairness of grading					
7. Clarity of assignments					

The Instructor:	Poor	Below Average	Average	Good	Excellent
8. Showed an interest in the subject					
9. Encouraged students to ask questions					
10. Encouraged individual thinking and differences of opinion					
11. Was accessible for individual conferences and office hours					
12. Was interested in and respectful to students					
16. Explained difficult parts of the material clearly					
14. Was reasonably prompt in returning student assignments					
15. Was active in the class each week, i.e., posted announcements, replied to messages/emails, graded assignments, etc.					
16. Would you recommend this instructor to a student like yourself?	Yes		No		

Comments: _____

Evaluation Form N

**IMPERIAL VALLEY COLLEGE
STUDENT EVALUATION OF COUNSELOR FORM**

Counselor: _____ Date: _____

Please answer the following questions. Your honest answers will help improve counseling services to all students.

	Poor	Below Average	Average	Good	Excellent
1. Please rate the level of interest and concern shown by the counselor for your questions and/or concerns.					
2. Please rate the level of knowledge demonstrated by the counselor about your academic interest or problem.					
3. Please rate your counselor's ability to explain your options and/or answer your questions in a way which you understood.					
4. Please rate your overall satisfaction with this counselor.					

	<i>Circle Yes or No</i>	
5. Did you receive prompt and courteous service from your counselor?	Yes	No
6. Were all of your questions answered when you met with the counselor?	Yes	No
7. Did the counselor provide information on various options available to you in reaching your educational goal(s)?	Yes	No
8. Would you choose to see this counselor again?	Yes	No

9. What suggestions would you make to improve counseling services to students?

Evaluation Form O

**IMPERIAL VALLEY COLLEGE
STUDENT EVALUATION OF LIBRARIAN FORM**

Librarian: _____ Date: _____

Thank you for taking the time to circle your answers and give us any anonymous feedback that will improve our library orientation and training sessions.

	Agree	Neutral/ Undecided	Disagree
1. The librarian met the class on time, was enthusiastic, and used the allocated time effectively.			
2. The librarian's presentation style held my interest and was appropriate for the situation.			
3. The librarian was well-prepared for the orientation and knew the subject.			
4. The librarian adapted to changing situations during the orientation, answered questions, and made students feel welcome.			
5. The librarian included learning methods such as hands-on searching of databases that helped me understand how to use the library and its resources.			
6. The online database I think I will find most useful is a. EBSCOhost b. ProQuest c. Other: _____			

7. What were the strengths of the orientation? What did you like best?

8. What were the weaknesses in the orientation? What did you dislike, and do you have any suggestions?

Evaluation Form P

**IMPERIAL VALLEY COLLEGE
STUDENT EVALUATION OF NON-CLASSROOM FACULTY**

Faculty Member: _____ Date: _____

Please answer the following questions. Your honest answers will help improve services to all students.

	Poor	Below Average	Average	Good	Excellent
1. Please rate the level of interest and concern shown by the faculty member for your questions and/or concerns.					
2. Please rate the level of knowledge demonstrated by the faculty member about your academic interest or problem.					
3. Please rate the faculty member's ability to explain your options and/or answer your questions in a way which you understood.					
4. Please rate your overall satisfaction with this faculty member.					

	Circle Yes or No	
5. Did you receive timely and accurate information?	Yes	No
6. Were all of your questions answered adequately?	Yes	No
7. Did the faculty member provide information on other services available to you from this department?	Yes	No
8. Would you recommend the services of this faculty member to others?	Yes	No

9. Other comments or suggestions?

EXHIBIT E

Contract Grievance Forms

IMPERIAL VALLEY COLLEGE
GRIEVANCE FORM

As per Article 12 of the Agreement between the Imperial Community College District and the IVC CCA/CTA/NEA, a grievance is a formal, written allegation by a grievant that he or she has been adversely affected by a violation, misapplication, or misinterpretation of a specific provision of the contract.

Within thirty (30) workdays after the grievant knew or could reasonably have known of the event or condition upon which the alleged grievance is based, the grievant shall submit a formal, written grievance to the administrator who allegedly committed the violation, misapplication, or misinterpretation of a specific provision of this Agreement. There will be no meetings during school recess periods unless mutually agreed upon by the grievant and the District.

Name of Grievant _____

Position of Grievant _____

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

GRIEVANCE LEVEL ONE: Meeting with Appropriate Administrator

Within ten (10) workdays of the filing of the formal, written grievance, the grievant and the appropriate Administrator shall meet in an attempt to resolve the alleged grievance.

Article(s) and Section(s) of Contract Allegedly Violated:

Statement of Facts: (please include as much specific and detailed information as possible)

Relief Requested: (please include specific relief (financial or other) requested)

(Date) _____ **(Signature of Grievant)** _____ **(Name of Grievant)** _____

Delivered to _____ (Appropriate Administrator)

Received By _____ **Date** _____

The parties can mutually agree to immediately elevate the grievance to Level Two without further process at Level One, but if this doesn't happen, then the Appropriate Administrator shall have ten (10) workdays after the formal meeting in which to render a written decision to the grievant.

Decision of Appropriate Administrator: Attached separately (to include date delivered to Grievant and CTA Representative).

GRIEVANCE LEVEL TWO: Appeal to the Appropriate Vice-President

If the administrator involved at Level One is a Dean*, and the alleged grievance is not resolved at Level One, or if the Dean has not rendered a decision within the ten (10) workday time limit, the grievant may appeal the decision in writing to the Appropriate Vice-President within ten (10) workdays of receipt of the written decision or within ten (10) workdays of the expiration of the Level Two time limit if no decision has been rendered.

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

(*If the administrator involved at Level One is a Vice-President, the appeal will be filed at Level Three.)

Please include all documentation submitted in Level One and include the decision of the Vice-President.

Delivered to Vice President

Received By _____ **Date** _____

Reason for Appeal: (describe here in as much detail as possible why you believe the Level One decision was incorrect and should be reversed)

Signature of Grievant or CTA Representative _____

The Vice President shall have ten (10) workdays after the formal meeting in which to render a written decision to the grievant.

Decision of Vice President: Attached separately (to include date delivered to Grievant and CTA Representative).

GRIEVANCE LEVEL THREE: Appeal to Superintendent/President

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

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

Please include all documentation submitted in Level Two and include the decision of the Vice President.

Delivered to Superintendent/President

Received By _____ **Date** _____

Reason for Appeal: (describe here in as much detail as possible why you believe the Level Two decision was incorrect and should be reversed)

Signature of Grievant or CTA Representative _____

The Superintendent/President shall have ten (10) workdays after the meeting in which to render a decision to the grievant.

Decision of Superintendent/President: Attached separately (to include date delivered to Grievant and CTA Representative).

If the grievance is not resolved at Level Three, the Association may request in writing to the Superintendent/President within ten (10) workdays of the receipt of the decision to request mediation or advisory arbitration (considered Level Four) or proceed directly to Level Five, Appeal to Board of Trustees.

GRIEVANCE LEVEL FIVE: Appeal to Board of Trustees

If the grievance is not resolved at Level Three or Four, or if the Superintendent/President has not rendered a decision within the five (5) workday time limit, the grievant may appeal the decision in writing to the Board of Trustees within ten (10) workdays of receipt of the decision or of the expiration of the Level Three time limit if no decision has been rendered.

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

Please include all documentation submitted in Levels Two and Three and include the decisions of the Vice President and of the Superintendent/President.

Delivered to Board of Trustees (by delivery to the Executive Secretary of the Superintendent/President):

Received By _____ Date _____

Reason for Appeal: (describe here in as much detail as possible why you believe the Level Three decision was incorrect and should be reversed)

Signature of Grievant or CTA Representative _____

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

The decision by the Board of Trustees is final.