

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 2013 – 2015

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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

ARTICLE 2 ASSOCIATION RIGHTS

2.1 Distribution of Materials

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

2.2 Access

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

2.3 Consultation

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

ARTICLE 3 UNIT MEMBERS' RIGHTS

3.1 General

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

3.2 Personnel Files

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

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

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

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

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

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

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

3.3 Travel Expense Payment

Unit members shall be compensated by the District for the actual and necessary expenses, including traveling expenses, incurred in the course of performing services for the District, whether within or outside of the District, under the direction of the (ess11.89gct rnoursb

ARTICLE 5 NON-DISCRIMINATION

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

ARTICLE 6 LEAVES

6.1 Sick Leave

6.1.1 Contract Sick Leave

Members of the bargaining unit will be granted twelve (12) days contract sick leave with pay based upon the following schedule for each fiscal year, all such leave to be credited and made available on the first contract service day of each fiscal year for returning employees and on the first day of service for new employees. For unit members who are on ten (10) month (177-day) contracts, each unit member will receive a total of seventy-two (72) hours of contract sick leave per fiscal year where each hour consists of 60 minutes. For unit members who are on twelve (12) month (194-Day) contracts, each unit member will receive

6.1.2.2 Extra Duty Sick Leave

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

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

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

Example 1: A unit member with an extra duty contract

day s/he is absent. In cases where the unit member knows that s/he shall be absent in advance due to a medical appointment, s/he shall notify the appropriate individuals as far in advance of the absence as is practical.

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

6.1.4.1 Traditionally Delivered Classes

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

Additional sick leave can only be applied to the appropriate category of

Example 2: A teaching faculty member misses two days due to illness. On the first day the faculty member misses two classes from 11:50 a.m. to 1:15 p.m. and from 1:30 p.m. – 2:55 p.m., and an office hour from 3:00 p.m. – 3:45 p.m. On the second day, the faculty member misses office hours from 3:00 p.m. – 5:00 p.m. and class from 6:30 p.m. – 9:40 p.m. The member would claim sick leave as follows:

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 si
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online course for a period longer than one calendar week, or an equivalent number of days during a winter or summer session, then effort shall be made by the Vice President for Academic Services and the Distance Education office to acquire a substitute instructor to monitor and interact with the online students of the course.

6.1.4.3 Non-credit Instruction

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

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

6.1.4.4 Non-teaching Assignments

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

Additional sick leave can only be applied to the appropriate category of employment. Extra duty sick leave c

6.3 Bereavement Leave

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

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

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

Member of the immediate family, for the purpose of this se

6.5 Personal Necessity/Personal Leave

A member of the bargaining unit may, at his/her election, designate up to a maximum of six (6) days, or thirty-six (36) hours for 177-day faculty, or forty-two (42) hours for 194-Day faculty of contract sick leave in any given fiscal year to be used in case of compelling personal importance. Any personal necessity leave taken in a given fiscal year beyond the six (6) days must be taken as unpaid leave.

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

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

employee to take time off from work for an extended period of time

ARTICLE 7 SAFETY

7.1 General

The District agrees to provide safe conditi

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

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

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

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

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

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

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

8.3 Involuntary Transfer or Reassignment

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

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

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

8.6 Reclassifications

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

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

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

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

ARTICLE 9 FACULTY SERVICE AREAS AND COMPETENCY

As required by California Education Code §87743.1 and §87743.2, the parties agree that the term "faculty service area," as applied to bargaining unit members, shall mean

ARTICLE 10 EVALUATION OF FACULTY MEMBERS

10.1 Definitions

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

A "regular faculty member" means a member of the bargaining unit who is employed on a regular basis in accordance with the provisions of California Education Code

10.3 Frequency of Evaluation

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

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

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

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

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

10.4 Evaluation Criteria

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

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

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

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

10.4.1 Classroom Teaching Duties

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

10.5 Evaluation Procedure

10.5.1 Notification

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

10.5.2 Evaluation Team

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

10.6 Full-Time Temporary Faculty Evaluation

10.6.1 Purpose

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

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

10.6.2 Procedure

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

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

10.6.2.1 Pre-Observation Conference

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

Regardless of whether at the election of the unit member being evaluated, the pre-observation conference is or is not held, the time of the 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 may, at his/her discretion, complete a self-assessment. This self-assessment may contain a description of any professionally related activities undertaken by the faculty member while employed by the District as well as a self-assessment of the faculty

10.6.2.6 Post-Observation Conference

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

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

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

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

10.6.3 Reservations & Limitations

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

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

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

1. if the unit member was employed in a temporary full-time position for at least one full academic year, the unit member shall receive one year of credit as a full-time faculty member in accordance with California Education Code §87478 and shall be subject to the Three Year Modified Tenure Review Procedure described in Article 11.8 of this agreement;

ARTICLE 11 TENURE REVIEW

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

11.1 Statement of Purpose

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

11.2 Evaluation Criteria**11.2.1 Students**

The contract employee who merits tenure:

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

11.2.2 Professional Responsibilities

The contract employee who merits tenure:

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

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

11.2.3 Duties

The following duties reflect the different ro

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

11.3.2.3 Committee Chairperson

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

1. notifying the candidate within four weeks of the appropriate semester of the required tenure review activities to be completed;
2. calling all required meetings of the tenure review committee;
3. ensuring that all tenure review activities are completed as required and in a timely manner.

11.3.3 District Authorized Leave

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

11.4 Evaluation Process

The evaluation process shall include the following general steps:

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

11.4.1 Orientation Meeting

An orientation meeting shall be he

2. An evaluation of classroom performance by students shall be completed using a student evaluation form, Evaluation of Teacher by Students (form M), or SGID, collected by the candidate or deposited in a locked drop box, or delivered to the academic area leader, as appropriate;
3. An evaluation of professional duties and responsibilities of the candidate shall be conducted by the sitting academic area leader, regardless of that individual's status on the Individual Tenure Review Committee, who shall evaluate the candidate's performance on the professional duties criteria enumerated in section 11.2.2 above;
4. An evaluation of course informational documents shall be made consisting of the examination of course introduction sheets and syllabi to be submitted by the candidate; and
5. An evaluation shall be made of any other information deemed by the Individual Tenure Review Committee to be relevant to its employment recommendation.

11.4.2.2 Counseling Faculty

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

- b. students will deposit their completed forms in a locked collection box;
 - c. forms from the locked box will be retrieved and tabulated by the chairperson of the Individual Tenure Review Committee; and
 - d. the forms will then be made available to the candidate for his/her review.
3. An evaluation of professional duties and responsibilities of the candidate shall be conducted by the sitting academic area leader, regardless of that individual's status on the Individual Tenure Review Committee, who shall evaluate the candidate's performance on the professional duties criteria enumerated in section 11.2.2 above;
4. An evaluation of appropriate counseling documents shall be conducted; and
5. An evaluation shall be made of any other information deemed by the Individual Tenure Review Committee to be relevant to its empl

3. An evaluation of professional duties and responsibilities of the candidate conducted by the sitting academic area leader, regardless of that individual's status on the Individual Tenure

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

11.4.3 Candidate's Self-Assessment

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

11.4.4 Right of Response

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

11.5 First Contract Period

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

11.5.1 Fall Semester

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

1. the Individual Tenure Review Committee shall be established; and

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6. the candidate's sitting academic area leader shall conduct the duties and responsibilities evaluation;
7. the committee shall decide upon an employment recommendation for the candidate, and, if appropriate, shall establish a specific course of action for helping the candidate improve in recognized areas of weakness, and the committee shall complete the Candidate's Improvement Plan (form Q);
8. the committee shall meet with the candidate to discuss the recommendation, and, if appropriate, to present a course of action for the candidate to improve in recognized areas of weakness and, the committee shall complete the Evaluation and Recommendation form (form B);
9. the committee shall submit its employment recommendation, along with copies of appropriate substantiating documents, and with a cover letter explaining the recommendation to the appropriate Vice President and Superintendent/President

11.5.2 Spring Semester

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

1. the committee shall work with the candidate to fulfill the written course of action for the candidate to improve in recognized areas of weakness, if needed. If improvement is made by then, the committee shall meet to review and modify, if needed, the employment recommendation presented in the Fall semester;
2. the committee shall submit its employment recommendation, along with copies of appropriate substantiating documents, and with a cover letter explaining the recommendation to the appropriate Vice President and Superintendent/President. The recommendation shall be based upon the unanimous opinion of the committee. If there is a difference of opinion among members of the committee, the recommendation of the majority shall be submitted.

California Education Code §87608, the governing board shall elect one of the following options prior to March 15:

- a. not to enter into a contract for the following academic year;
- b. to enter into a contract for the following academic year;
- c. to employ the candidate as a tenured employee for all subsequent academic years.

11.6 Second Contract Period

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

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

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

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

1. the committee shall meet to review all the pertinent areas of the evaluation and the evaluation materials;
2. one observation shall be made by each of the committee members, unless additional observations are requested by the candidate. Tenure committee members should select to observe members system from at least;

6. the committee shall meet with the candidate to discuss the recommendation, and, if appropriate, to present a course of action for the candidate to improve in recognized areas of weakness, and shall complete the Evaluation and Recommendations form (form B);
7. the committee shall submit its employment recommendation, along with copies of appropriate substantiating documents, and with a cover letter explaining the recommendation to the appropriate Vice President and Superintendent/President. The recommendation shall be based upon the unanimous opinion of the committee. If there is a difference of opinion among members of the committee, the recommendation of the majority shall be submitted. The committee member in the minority may, if s/he chooses, submit a letter of objection with supporting documentation; and
8. the Superintendent/President shall present the employment recommendations to the Board of Trustees. Based upon the employment recommendations of the Individual Tenure Review Committee and appropriate Vice President, and in accordance with California Education Code §87608, the governing board shall elect one of the following options prior to March 15:
 - a. not to enter into a contract for the following academic year;
 - b. to enter into a third contract for the following two academic years;
 - c. to employ the candidate as a tenured employee for all subsequent academic years.

11.7 Third Contract Period

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

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

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

1. the committee shall meet to review all the pertinent areas

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

11.8 Modified Tenure Review Timeline

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

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

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

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

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

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

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

The Evaluation Process under the Modified Tenure Review Timeline shall be conducted in the same manner and following the same as Article 11.5 of the District Tenure Review

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

11.8.1.1.2 Spring Semester

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

1. the committee shall work with the candidate to fulfill the written course of action for the candidate to improve in recognized areas of weakness, if needed. If improvement is made by the unit member, the committee shall meet to review and modify, if needed, the employment recommendation presented in the Fall semester;
2. the committee shall submit its employment recommendation, along with copies of appropriate substantiating documents, and with a cover letter explaining the recommendation to the Superintendent/President. The recommendation shall

recommendation for the candidate, and if appropriate, shall establish a specific course of action for helping the candidate improve in recognized areas of weakness, and the committee shall complete the Candidate's Improvement Plan (form Q);

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

11.8.2 Three Year Modified Tenure Review

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

2. and the Superintendent/President shall present the employment recommendation to the Board of Trustees. Based upon the employment recommendation of the Individual Tenure Review Committee, the governing board shall elect one of the following options prior to March 15:
 - a. not to enter into a contract for the following academic year;
 - b. to enter into a second contract for the following two academic years;
 - c. to employ the candidate as a tenured employee for all subsequent academic years.

11.8.2.2 Second Contract Period

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

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

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

1. the committee shall meet to review all the pertinent areas of the evaluation and the evaluation materials;
2. one observation shall be made by each of the committee members, unless additional observations are requested by the candidate;
3. the candidate shall submit the Candidate's Self-Assessment (form C);
4. the candidate's sitting academic area leader shall conduct the duties and responsibilities evaluation;
5. the committee shall decide upon an employment recommendation for the candidate, and if appropriate, shall establish a specific course of

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

11.9 Right to Protest the Decision of the District

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

12.3.4 Notification

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

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

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

12.3.5 Grievant Release Time

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

12.3.6

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

If the grievance involves employees with different immediate supervisors, the grievance may be filed at Level Two.

12.4.2 Policy Grievance

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

12.4.3 Mediation

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

12.5 Procedure

12.5.1 Level One-Informal

Within twenty (20) workdays after the grievant knew or could reasonably hav.8(onai01 Tm0 Tc0

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

The Chief Human Resources Officer shall have five (5) workdays after the formal meeting in which to render a written decision to the grievant.

If the grievance is not resolved at this level, or if the Chief Human Resources Officer has not rendered a decision within the five (5) workday time limit, the grievant may appeal the decision in writing to the Superintendent/President within ten (10) work days of receipt of the written decision or within ten (10) work days of the expiration of the Level Two time limit if no decision has been rendered.

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

12.5.3 Level Three – Superintendent/President

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

The Superintendent/President shall have five (5) workdays after this meeting in which to render a decision to the grievant. If the grievance is not resolved at this level, or if the Superintendent/President has not rendered a decision within the five (5) workday time limit, the Association may request advisory arbitration in writing to the Superintendent/President within ten (10) workdays of receipt of the decision or of the expiration of the Level Three time limit if no decision has been rendered.

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

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

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

13.2.2 Informal Discipline

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

Reports of unprofessional conduct should be made to the area Dean, who shall meet with the unit member to counsel him/her on proper behavior as a first, informal step in correcting the behavior.

Resources office. These documents shall remain in said file for a period of two full academic years.

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

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

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

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

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

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

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

ARTICLE 14 CONTRACT YEAR, CALENDAR AND PAY WARRANTS

14.1 Contract Year

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

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

14.2.3 Winter Intersession Pay Warrants

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

14.2.4 Summer Session Pay Warrants

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

14.3 Calendar

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

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

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

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

ARTICLE 15 WORKLOAD

15.3 Normal Work Load – Teaching Faculty

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

If during the course of the year the unit member finds that due to changing work requirements s/he needs to change her/his designated workdays, s/he shall make such a request in writing to the Vi

15.8 Time of Assignment

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

1. No unit member may be assigned a work schedule that extends for less than four (4) days or more than five (5) days per week.
2. No unit member may be assigned a work schedule that splits the workweek; but must be assigned a schedule that includes two consecutive days off, except at the initiation of the unit member.
3. No unit member may be assigned a schedule that the duration between the start time of the first class of the day, and the ending time of the last class of the day, is greater than ten (10) hours, except at the initiation of the unit member.
4. No unit member may be assigned a schedule where the ending time of the last class of the day and the start time of the first class of the next consecutive workday is less than ten (10) hours, except at the initiation of the unit member.
5. No unit member shall be required to teach on Saturday for more than two semesters within any three (3) year period, except at the initiation of the unit member.

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

Should a teaching faculty member have a course that is cancelled for lack of enrollment or other reasons beyond the unit member's control, and such cancellation reduces the unit member's teaching units below contract load, in order to meet contract load the unit member is expected to replace a part-time instructor in a course, immediately upon the cancellation of the unit member's course. If there are no part-time instructors assigned to teach courses that the unit member is qualified to teach, in order to make contract load the unit member is expected to replace another unit member from an overload section. If the unit member elects not to replace a part-time instructor or overload section, the unit member will be compensated on a pro-rated basis for that semester. If the District elects not to allow such bumping to occur, there will be no reduction of pay for the unit member.

Should a teaching faculty unit member be assigned a schedule that meets over four (4) days and a course is cancelled for reasons beyond the unit member's control, which leaves the unit member with a contract load that extends for only three days, the Vice President for Academic Services shall make every effort to find a substitute course

which will allow the faculty member to make a four (4) or five (5) day schedule with contract load. However, if there are no sections assigned to part-time instructors, or as

choose to teach at times outside of their regular contract hours as overload. Unit members are entitled to first choice before all part-time instructors for overload assignments up to two (2) classes or six (6) lecture units or the equivalent, whichever is greater. Once class(es) have been assigned by the end of the fall and/or spring semester, unit members shall not be entitled to bump a part-time faculty member in order to obtain an overload assignment. The Vice President for Academic Services and/or Dean may choose to offer un-staffed sections as additional overload sections to

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 division has established procedures that meet the needs of the majority of the faculty members, the District and the students of Imperial Valley College. Further, it is recognized that in all cases the Vice President for Academic Services has the right of assignment during any semester or session in accordance with the sections enumerated above. Finally, the Association recognizes that the best practice in scheduling assignments is one that is reached through the collegial participation of all affected unit members and District administrative representatives. However, the following scheduling procedure shall prevail in cases where all efforts to reach consensus among unit members in the division have failed.

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

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

1. Unit members in each discipline will be ranked according to seniority, with the most senior person being granted rank 1, the second most senior person being granted rank 2, and so on.
2. The list of courses in the discipline to be offered for that semester or session shall be offered first to the rank 1 member. That member will have the opportunity to select a maximum of five (5) courses, or fifteen (15) lecture units or the equivalent, for the fall or spring semesters, or two (2) courses, or six (6) units or the equivalent, for the winter or summer sessions, that s/he would like to teach.
3. The list will then be passed on to all the remaining unit members in order, with each selecting courses as above.
4. Once all the unit members have selected their preferred courses, the list, if any courses are remaining, will return to the member ranked 1, who will then select one additional course as overload if desired.

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 twenty-eight (28) students per class except in cases where student safety or government regulations require a smaller class size. The maximum class size quota shall be forty-five (45) students per class. In all cases, class size quotas for individual courses shall be set based upon appropriate academic needs and through the shared governance processes established by and with the consent of the Academic Senate and the Curriculum Committee.

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

In order to avoid the cancellation of a class during a given semester or session, a class

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 Classroom Assignments

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.

15.19 Retirement Workload

Upon the approval of the Superintendent/President, a retiring unit member may contract to render service to the District under a retirement plan that w

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

(Ed. Code §87483)

ARTICLE 17 COMPENSATION**17.1 Salary Schedules**

Members of the bargaining unit who are designated as being on ten (10) month, or 177-day contracts, shall be paid in accordance with the salary schedule attached hereto as Exhibit B1 and in accordance with the salary agreement attached hereto as Exhibit B3.

Members of the bargaining unit who are designated as being on twelve (12) month, or 194-Day contracts, shall be paid in accordance with the salary schedule attached hereto as Exhibit B2 and in accordance with the salary agreement attached hereto as Exhibit B3.

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-Vocational Teaching Unit Members**

1. For each year of full-time, paid teaching experience at an accredited, post-secondary educational institution the instructor shall be credited with one year's experience on the salary schedule.
2. For every thirty (30) semester units of paid part-time teaching experience at an accredited post-secondary educational institution the instructor shall be credited with one year's experience on the salary schedule.
3. For each two (2) years of full-time, directly related experience in a non-teaching, appropriate vocation, the instructor shall be credited with one year's experience on the salary schedule;
4. A unit member with five (5) or more years of experience or the equivalent, shall be placed on the sixth (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 members shall receive a 1.0% increase in their base salary.

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

17.2.1.2.2 Vocational Teaching Unit Members

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

17.2.2 Advancement on Salary Schedule

17.2.2.1 Step Advancement

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

17.2.2.1.1 Teaching Unit Members on a 177 Day Contract

1. For unit members whose initial hire date occurs during the fall semester, the date of advancement shall be August 1st of the immediately succeeding fiscal year and August 1st

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 courses, including lower-division courses in computers, Spanish or sign language.
 - b. Lower division courses in Alcohol and Drug Studies shall be eligible for purposes of column advancement on the salary schedule.
4. A vocational instructor may advance to Column B on the salary schedule for obtaining a Bachelor's degree

column advancement to commence with the member's next employment contract:

- a. must make the request for column

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

17.3 Summer Session and Winter Intersession

17.3.1 Teaching Assignments

Unit members teaching during the winter intersession or summer session(s) shall be compensated for the first six (6) units of teaching 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:

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

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

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

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

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

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

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

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

17.3.2 Non-teaching Assignments

Unit members assigned to non-teaching duties during the winter intersession or summer sessions shall be compensated for such service by employing the following formula. In no event shall the hourly rate be less than the current overload rate described in Exhibit B3 or \$55/hour, whichever is greater. All calculations shall be rounded to the nearest dollar.

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

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

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

17.4 Non-credit Instruction

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

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

$$[.025 \times (\text{current fiscal year's base salary})] \div 18 = (\text{hourly rate})$$

$$(\text{hourly rate}) \times (\# \text{ of non-credit hours taught}) = \text{total compensation}$$

17.5 Overload Assignments

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

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

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

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

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

17.6 Substitute Compensation

17.6.1 Day-to-Day Substitutes

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

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

17.6.2 Long –Term Substitutes

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

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

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

17.7 Administering Examination for Credit

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

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

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

17.9 Off-Contract Committee Work or Other Assignments

A 177-day unit member who participates at the request of the District in a meeting or meetings of the following shared governance committees that are scheduled during periods when the unit member is off contract, specifically during the period between the end of the fall semester and the beginning of the spring semester, designated as winter intersession, and during the period between the end of the spring semester and the beginning of the fall semester, designated as summer session, shall be compensated for his/her participation. A unit member who attends and fully participates in a meeting

of these committees shall be paid at the overload rate described in Exhibit B3 for the actual number of hours that the meeting takes place rounded to the nearest quarter hour, or for one hour, whichever is greater. The shared governance committees eligible for compensation are: Academic Senate, College Council, Budget and Planning, Curriculum, and Equivalency Committee.

A 177-day unit member who participates in any staff development activities, including but not limited to College Retreats, New Faculty Orientations, Part-time Faculty Orientations, or any other college sponsored workshop(s) at the invitation of the Superintendent/President, or his/her designee, during periods when s/he is off contract, specifically during the period between the end of the fall semester and the beginning of the spring semester, designated as winter intersession, and during the period between the end of the spring semester and the beginning of the fall semester, designated as summer session, shall be compensated for his/her participation. Such compensation shall be paid at the overload rate described in Exhibit B3 for the actual number of hours attended rounded to the nearest quarter hour, or for one hour, whichever is greater.

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

17.10 Pro-Rata Pay for Partial Service

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

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

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

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

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

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

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

(base salary) x (prorated service percentage) x .0833 = monthly pay

17.11 Unauthorized Absence and Unpaid Leave

17.11.1 Unauthorized Absence

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

If a unit member is absent without authorization for a period exceeding two weeks the member will be deemed to have abandoned his/her position and disciplinary actions, up to and including termination, as described in Article 13 of this Agreement, and as described in California Education Code §87732, §87734 and §87735 shall apply.

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

177-Day Faculty

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

(daily rate) ÷ 6 = hourly rate

194-Day Faculty

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

(daily rate) ÷ 7 = hourly rate

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

17.11.2 Unpaid Leave

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

17.12 Lecture Reassigned Time

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

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

Reassigned time positions will be advertised via the campus email systems to all unit members for a minimum of five (5) working days prior to the position being assigned and all unit members will have an opportunity to apply. Unless provided otherwise, the

POSITION	WEEKLY REASSIGNED TIME/STIPENDS PER SEMESTER	STIPEND PER SEMESTER
Department Chairs	9 units	Reassign
Behavioral/Social Sciences	9 units	Reassign
Business	9 units	Reassign
English	9 units	Reassign
ESL	9 units	Reassign
Exercise Science	9 units	Reassign
Humanities	9 units	Reassign
Industrial Tech	9 units	Reassign
Science/Math/Engineering	9 units	Reassign
*Coordinator Mathematics	6 units	Reassign
*Coordinator World Languages and Speech Communications	6 units	Reassign
*POST Coordinator	6 units	Reassign
Academic Senate President	6 units	Reassign
EMS Coordinator	4 units	Reassign
Assistant Director of Nursing	3 units	Reassign
*SLO Coordinator	6 units	Reassign
CCA/CTA/NEA (as determined by the Association with notification to the District prior to semester registration deadlines)	15 units	Reassign
Academic Senate Secretary	0	\$2,970
Basic Skills Coordinator	0	\$2,970
CISCO Academy Coordinator	0	\$2,970
Curriculum Committee Chair	0	\$2,970
ADS Coordinator	0	\$2,970
Art Gallery Director	0	\$2,970
Athletic Director	0	\$8,910
Head Coach, Men's Basketball	0	\$3,960
Head Coach, Women's Basketball	0	\$3,960
Head Coach, Baseball	0	\$3,960
Head Coach, Softball	0	\$3,960
Head Coach, Men's Soccer	0	\$2,970
Head Coach, Women's Soccer	0	\$2,970
Head Coach, Men's Tennis	0	\$2,970
Head Coach, Women's Tennis	0	\$2,970
Head Coach, Volleyball	0	\$2,970
Head Coach, Women's Cross Country	0	\$2,970
**Assistant Coaches for Basketball, Baseball and Softball	0	\$1,980 per sport
**Assistant Coaches for Soccer, Tennis, Volleyball, and Women's Cross Country	0	\$1,485 per sport
**Title IX Coordinator (selected by the District)	0	\$2,400
**Staff Development Coordinator (selected by the District)	0	\$2,400
**Student Equity Coordinator (selected by the District)	0	\$2,400
*For 2013-14 academic year only, will be reviewed and subject to negotiations in 2014-15.		
**Maximum dollar amount allotted, regardless of number of incumbents.		
Stipend Formula: (Reassigned time outlined in 2012-13 CTA CBA) x (\$55.00) x 16 x 1.125 = stipend amount Exception: Basic Skills Coordinator was reduced to 3 units		

17.13 Stipends

It is the established principle in this contract that 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

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 faculty in the department, or no faculty

17.16.3.2 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 extra duty assignments.

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

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

17.16.3.3 Nursing/Allied Health Positions

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

Nursing Lab Coordinator

17.16.3.4 Grant Positions

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

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

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

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

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

18.3 Unit Members on Partial Contracts

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

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

18.4 Survivor Benefits

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

18.5 Domestic Partner Benefits

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

ARTICLE 19 LAYOFFS

19.1 General

In the event it becomes necessary during the

19.4 Effects

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

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

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

ARTICLE 20 SEPARABILITY AND SAVINGS

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

In the event any provision of this Agreement

ARTICLE 21 MISCELLANEOUS

21.1 Fingerprinting and Background Checks

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

21.2 Tuberculosis Test

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

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

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

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

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

21.5 Parking

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

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

21.6 Intellectual Property Rights for Online or Distance Education Content

A unit member who develops online or distance education course for which s/he has been compensated through a stipend by the District or a District controlled grant is the joint owner of the distance education course with the District. The unit member retains the right to use the course materials at Imperial Valley College and at any other college at which the unit member is teaching or may in the future teach. The unit member is required to submit a complete copy of

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

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

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

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

21.9 Additional Voluntary Receivable Payments to CalSTRS

A unit member who is a member of the California State Teachers' Retirement System (CalSTRS) is permitted to redeposit member

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 rec(them tpD0 Tc-5iza121)6()JTJ(The mee46cp

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, 2013, and shall continue in effect up to and including June 30, 2015.

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

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

For the Association

For the District

Mary Lofgren, *Association Lead Negotiator*

John Lau, *Lead District Negotiator*

Travis Gregory, *District Negotiator*

Eric Jacobson, *Association President*

Sidne Horton, *Association Negotiator*

EXHIBITS TO THE AGREEMENT

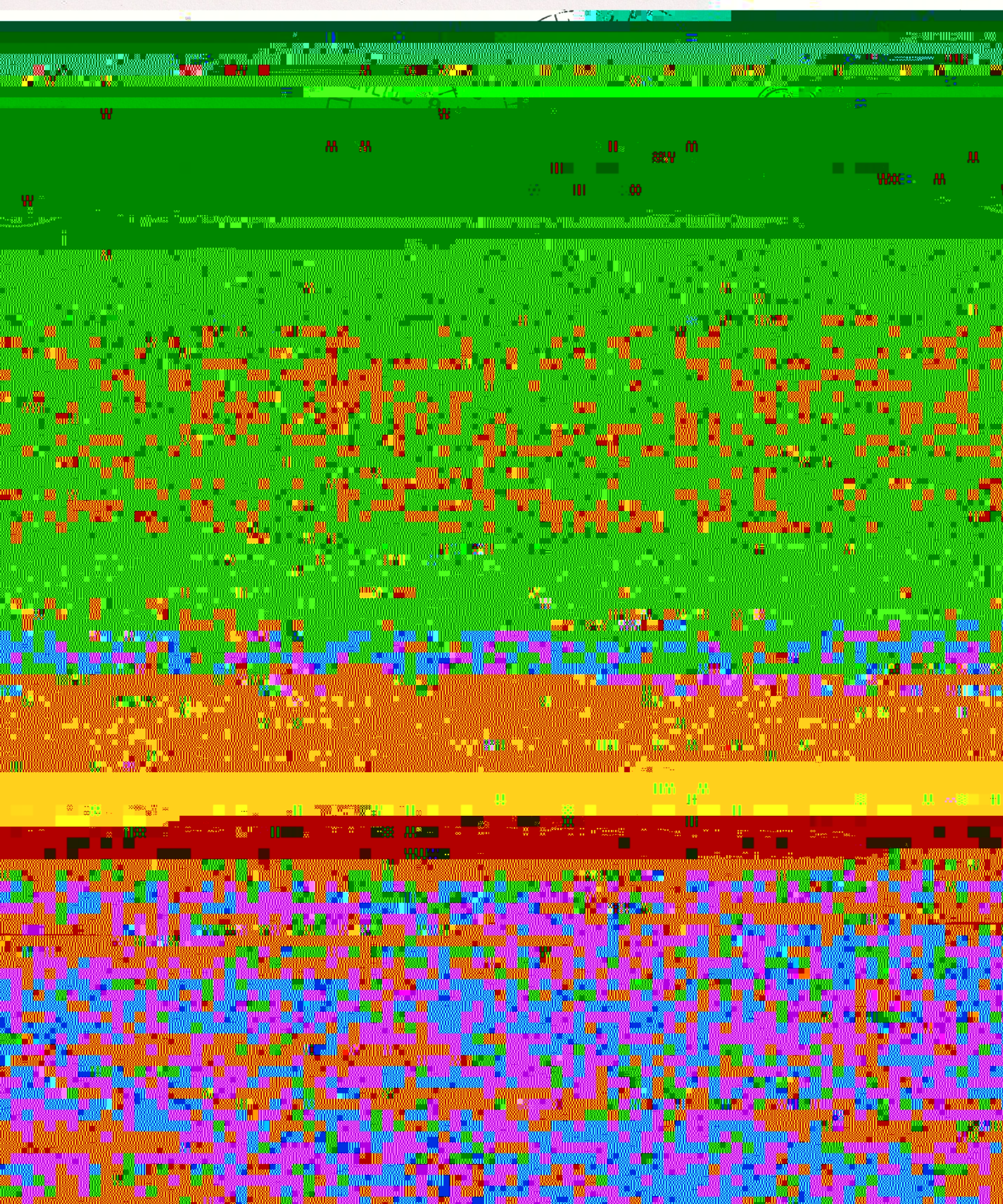


EXHIBIT B1

**Imperial Community College District
Salary Schedule for 177-Day Faculty
Effective 2013–2015**

	A	B	C	D	E
Step					

EXHIBIT B3**Salary and Benefit Agreement for 2013-2014 and 2014-2015:****Salary**

1. All faculty members will be placed on the new salary schedules (177 or 194) listed in Exhibits B1 and B2. Any unit members who subsequently exceed the maximum of the new salary schedules will be frozen or "Y rated" at their current salary (as of May 2013). Current employees who are eligible for a step increase (not at the top of the schedule or "Y rated") shall advance one step for school year 2013-2014 (effective July 1, 2013 for 194 day unit members and August 16, 2013 for 177 day unit members). 194 day unit members who were already on Step E20 in the 2012-13 fiscal year, shall be "Y rated" or frozen at their June 2013 base annual salary for 2013-2014 school year only and shall be placed at E18 on the new schedule (Exhibit B2) effective July 1, 2014.
2. Unit members who are employed as of June 30, 2013 will receive an off schedule one-time COLA payment of 1.57%. The COLA payment will be based on their 2012-2013 base annual salary and be issued on September 30, 2013 (with the regular monthly payroll).
3. The overload rate shall be as follows (August 1, 2013 effective date):

Proposed IVC Overload / Hourly Rates	2013-2014	2014-2015
	\$55.00	\$60.00

Benefits

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

Basic Rate

Contribution Option 1 (Basic Plan)		
Emp Only	\$0.00	0

EXHIBIT D

Faculty Evaluation Forms
For Tenure Review
And all other Faculty Evaluations

Evaluation Form A

IMPERIAL VALLEY COLLEGE
INDIVIDUAL TENURE REVIEW COMMITTEE

TO: Vice President for Academic Services/Vice President for Student Services
FROM: Individual Tenure Review Committee for _____
SUBJECT: COMMITTEE COMPOSITION

INDIVIDUAL TENURE REVIEW COMMITTEE commencing _____
_____ **Original Membership** _____ **Revised Membership**

Chairperson Name

Signature

Member

Signature

Member

Signature

Candidate

Signature

Evaluation Form B

**IMPERIAL VALLEY COLLEGE
INDIVIDUAL TENURE REVIEW COMMITTEE**

**IMPERIAL VALLEY COLLEGE
FACULTY SELF-ASSESSMENT**

1. Effect on Students

Describe the effects that you believe your instruction/counseling/librarianship has on students.

2. Planned efforts for improving professional competency

Comments may include but are not limited to such areas as classes taken, conferences, workshops, seminars, professional training, or informal learning experiences such as concerts, exhibits, performances, and site visits.

3. State the degree to which you successfully completed the planned efforts stated in the previous self-assessment (if applicable).

4. College Activities

List the college committee(s) on which you now serve or have recently served. Include your level of participation, including offices held, sub-committees, and special assignments. List any other activities you have participated in.

5. Contribution to the Profession

Comments may include but are not limited to the following: special assignments, performances given, exhibits presented, professional positions held, honors earned, educational materials or curriculum developed, or educational methods improved.

6. Future Professional Objectives

List any plans you have for your future development as a professional. How might the college facilitate these plans?

Faculty Self-Assessments should include the Candidate's name, date of self-assessment, updated Vitae if applicable and contract year of self-assessment.

Evaluation Form D (optional)

**IMPERIAL VALLEY COLLEGE
EVALUATION PRE-OBSERVATION MEETING**

IMPERIAL VALLEY COLLEGE
CLASSROOM OBSERVATION FORM

Employee: _____ Semester: _____

Years of Teaching Experience at Imperial Valley College: _____

Date of Observation: _____ Evaluator: _____

I. Course and Subject Matter Being Taught: _____

II. Instructional Techniques Being Used (check all that apply):

- | | | |
|--|-------------------------------------|--------------------------------------|
| <input type="checkbox"/> lecture | <input type="checkbox"/> discussion | <input type="checkbox"/> audiovisual |
| <input type="checkbox"/> group activity | <input type="checkbox"/> laboratory | <input type="checkbox"/> combination |
| <input type="checkbox"/> individual student assistance | <input type="checkbox"/> other | |

Comments: _____

Directions: Check the appropriate number for each item evaluated. Leave areas blank when no basis for evaluation has been provided during the classroom visitation. Comments should detail specific items in support of your numeric assignment.



III. Organization and Preparation for Teaching:

A. Goals 1 2 3 4 5
[Clearly Stated or Written; relevant to larger goals; connected to other planned activities]

- 1. No apparent goal for the session
- 3. Some recognizable goals detected
- 5. Clearly defined goals

Comments: _____

B. Organization of Lesson 1 2 3 4 5
[Organized progression from each activity to the next]

- 1. No evidence of prior preparation
- 3. Evidence of some preparation
- 5. Creative planning

Evaluation Form E

Page 3

B. Subject Matter 1 2 3 4 5
[Master of teaching skills and strategies]

- 1. Techniques detract from accomplishing the class objectives
- 3. Techniques do not detract from accomplishing the class objectives
- 5. Techniques are appropriate to the objectives of the class.

Comments:

C.

Evaluation Form E

Page 4

- B. Learning Environment 1 2 3 4 5
 [Creates an environment conducive to Learning]
1. Apparent negative attitude toward students
 3. Is helpful to students when called upon
 5. Seeks ways to be of assistance to students

Comments:

Evaluation Summary:

Candidate

Signature

Date

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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 communications skills (e.g., active listening, accurate feedback, etc.)						

Evaluation Form F
Page 2

Summary Comments: _____

Evaluation Form G

IMPERIAL VALLEY COLLEGE
EVALUATION OF DUTIES AND RESPONSIBILITIES
LIBRARIANS

Scoring: NA = Not Applicable 2 = Fair 4 = Good
 1 = Needs Development 3 = Competent 5 = Exceeds Standards

Employee: _____ Semester: _____

		<i>Mark Appropriate Response</i>					
I.	Performance of professional responsibilities:	NA	1	2	3	4	5
	A. Performs specific duties as directed						
	B. Participates in regular improvement of area						
	C. Posts and maintains regular office hours						
	D. Conducts workshops or training						
	E. Participates in the development, assessment, and evaluation of student learning outcomes/services area outcomes as appropriate						
	F. Attends optional professional organization activities						
Comments:							

		<i>Mark Appropriate Response</i>					
II.	Performance of departmental and campus duties:	NA	1	2	3	4	5
	A. Attends appropriate division, department, or office meetings						
	B. Serves on campus committee(s)						
	C. Other departmental or campus duties						
Comments:							

Evaluation Form H

IMPERIAL VALLEY COLLEGE
EVALUATION OF DUTIES AND RESPONSIBILITIES
NON-CLASSROOM FACULTY

Scoring: NA = Not Applicable 2 = Fair 4 = Good
 1 = Needs Development 3 = Competent 5 = Exceeds Standards

Employee: _____ Semester: _____

		<i>Mark Appropriate Response</i>					
I.	Performance of professional responsibilities:	NA	1	2	3	4	5
	A. Performs specific duties as directed						
	B. Participates in regular improvement of area						
	C. Posts and maintains regular office hours						
	D. Conducts workshops or training						
	E. Participates in the development, assessment, and evaluation of student learning outcomes/service area outcomes as appropriate						
	F. Attends optional professional organization activities						
Comments:							

Mark Appropriate Response ~~0~~ ~~1~~ ~~2~~ ~~3~~ ~~4~~ ~~5~~

IMPERIAL VALLEY COLLEGE

Evaluation Form J

Evaluation Form K

IMPERIAL VALLEY COLLEGE
LIBRARIAN OBSERVATION FORM

Employee: _____ Semester: _____

Years of Librarian Experience at Imperial Valley College: _____

Date of Observation: _____ Evaluator: _____

1. Conducts reference interview and follow-up 1 2 3 4 5

Comments:

2. Knows and follows Reference Desk and Library policies 1 2 3 4 5

Comments:

3. Acts in a manner that encourages patrons to ask questions 1 2 3 4 5

Comments:

4. Exhibits knowledge of reference sources, continues to develop knowledge of collections and resources 1 2 3 4 5

Comments:

5. Exhibits teamwork regarding reference requests and library operations 1 2 3 4 5

Comments:

Evaluation Form K
page 2

Summary Comments: _____

_____ Candidate	_____ Signature	_____ Date
_____ Evaluator	_____ Signature	_____ Date
_____ Dean or Designee	_____ Signature	_____ Date
_____ VP for Academic Services	_____ Signature	_____ Date

Date Form Completed: _____

Evaluation Form L

IMPERIAL VALLEY COLLEGE
NON-CLASSROOM FACULTY OBSERVATION FORM

Employee: _____ Semester: _____

Years of Faculty Experience at Imperial Valley College: _____

Date of Observation: _____ Evaluator: _____

Evaluation Form M

**IMPERIAL VALLEY COLLEGE
STUDENT EVALUATION OF TEACHER FORM**

Instructor: _____ Course: _____

One of the major responsibilities of the college is to promote good teaching standards among the faculty. Students are among the best qualified to judge an instructor's teaching effectiveness and to offer suggestions for improvement.

Please take the time to provide feedback for your instructor in this course. Evaluate both the course and the instructor by using this form. These evaluations are completely confidential. Please be thoughtful and candid in your responses.

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					

Evaluation Form N

IMPERIAL VALLEY COLLEGE
STUDENT EVALUATION OF COUNSELOR FORM

Counselor: _____ Date: _____

Please answer the following questions. Your honest answers will help improve counseling services to all students.

	Poor	Below Average	Average	Good	Excellent
1. Please rate the level of interest and concern shown by the counselor for your questions and/or concerns.					
2. Please rate the level of knowledge demonstrated by the counselor about your academic interest or problem.					
3. Please rate your counselor's ability to explain your options and/or answer your questions in a way which you understood.					
4. Please rate your overall satisfaction with this counselor.					

	<i>Circle Yes or No</i>	
5. Did you receive prompt and courteous service from your counselor?	Yes	No
6. Were all of your questions answered when you met with the counselor	Yes	No
7. Did the counselor provide information on various options available to you in reaching your educational goal(s)?	Yes	No
8. Would you choose to see this counselor again?	Yes	No

9. What suggestions would you make to improve counseling services to students?

Date Form Completed: _____

Evaluation Form O

IMPERIAL VALLEY COLLEGE
STUDENT EVALUATION OF LIBRARIAN FORM

Librarian: _____ Date: _____

Thank you for taking the time to circle your answers and give us any anonymous feedback that will improve our library orientation and training sessions.

	Agree	Neutral/ Undecided	Disagree
1. The instructor met the class on time, was enthusiastic, and used the allocated time effectively.			
2. The instructor's presentation style held my interest and was appropriate for the situation.			
3. The instructor was well-prepared for the orientation and knew the subject.			
4. The instructor adapted to changing situations during the orientation, answered questions, and made students feel welcome.			
5. The instructor included learning methods such as hands-on searching of databases that helped me understand how to use the library and its resources.			
6. The online database I think I will find most useful is a. EBSCOhost b. ProQuest c. LexisNexis d. Other: _____			

7. What were the strengths of the orientation/instruction? What did you like best?

8. What were the weaknesses in the orientation/instruction? What did you dislike, and do you have any suggestions?

Date Form Completed: _____

Evaluation Form P

IMPERIAL VALLEY COLLEGE
STUDENT EVALUATION OF NON-CLASSROOM INSTRUCTOR

Instructor: _____ Date: _____

Please answer the following questions. Your honest answers will help improve services to all students.

	Poor	Below Average	Average	Good	Excellent
1. Please rate the level of interest and concern shown by the instructor for your questions and/or concerns.					
2. Please rate the level of knowledge demonstrated by the instructor about your academic interest or problem.					
3. Please rate the instructor's ability to explain your options and/or answer your questions in a way which you understood.					
4. Please rate your overall satisfaction with this instructor.					

Circle Yes or No

EXHIBIT E

Forms for Contract Grievances

IMPERIAL VALLEY COLLEGE
GRIEVANCE FORM

As per Article 12 of the Agreement between the Imperial Community College District and the IVC CCA/CTA/NEA, a grievance is a formal, written allegation by a grievant that he or she has been adversely affected by a violation, misapplication, or misinterpretation of a specific

GRIEVANCE LEVEL TWO: Appeal to the Chief Human Resources Officer

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

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

Article(s) and Section(s) of Contract Allegedly Violated:

Statement of Facts: (please include as much specific and detailed information as possible)

Relief Requested: (please include specific relief (financial or other) requested)

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

Delivered to Chief Human Resources Officer

Received By _____ **Date** _____

The Chief Human Resources Officer shall have five (5) workdays after the formal meeting in which to render a written decision to the grievant.

Decision of Chief Human Resources Officer: Attached separately (to include date delivered to Grievant and CTA Representative).

GRIEVANCE LEVEL THREE: Appeal to Superintendent/President

If the grievance is not resolved at level two, or if the Chief Human Resources Officer has not rendered a decision within the five (5) workday time limit, the grievant may appeal the decision in writing to the Superintendent/President within ten (10) work days of receipt of the written decision or within ten (10) work days of the expiration of the Level Two time limit if no decision has been rendered.

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

Please include all documentation submitted in Level Two and include the decision of the Chief Human Resources Officer

Delivered to Superintendent/President

Received By _____ **Date** _____

Reason for Appeal: (describe here in as much detail as possible why you believe the Level Two decision was incorrect and should be reversed)

Signature of Grievant or CTA Representative _____

The Superintendent/President shall have five (5) workdays after the meeting in which to render a decision to the grievant.

Decision of Superintendent/President: Attached separately (to include date delivered to Grievant and CTA Representative).

GRIEVANCE LEVEL FOUR: Appeal to Board of Trustees

If the grievance is not resolved at level three, or if the Superintendent/President has not rendered a decision within the five (5) workday time limit, the grievant may appeal the decision in writing to the Board of Trustees within ten (10) workdays of receipt of the decision or of the expiration of the Level Three time limit if no decision has been rendered.

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

Please include all documentation submitted in Levels Two and Three and include the decisions of the Chief Human Resources Officer and of the Superintendent/President

Delivered to Board of Trustees (by delivery to the Executive Secretary of the Superintendent/President):

Received By _____ **Date** _____

Reason for Appeal: (describe here in as much detail as possible why you believe the Level Three decision was incorrect and should be reversed)

Signature of Grievant or CTA Representative _____

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

The decision by the Board of Trustees is final.