



# **AGREEMENT**

**Between**

**PALO VERDE COMMUNITY COLLEGE DISTRICT  
BOARD OF TRUSTEES**

**And**

**PALO VERDE COMMUNITY COLLEGE  
ASSOCIATION CTA/NEA**

**Effective**

**July 1, 2019 to June 30, 2022**

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## ARTICLE 1 IMPLEMENTATION

[Per TA signed 04/09/19]

## 1.1. AGREEMENT

This agreement, entered into between the Board of Trustees of the Palo Verde Community College District, hereinafter referred to as the “District” and the Palo Verde College Association CTA/NEA, hereinafter referred to as the “Association,” pursuant to Chapter 10.7, Section 3540-3549 of the Government Code as filed with the Secretary of State 7-22-75, is made to provide terms and conditions of employment for members of the bargaining unit during the term of this agreement.

## 1.2. RECOGNITION

The District recognizes the Association as the exclusive bargaining agent for all full and part-time academic employees of the District meeting the minimum qualifications as certified by the Statewide Academic Senate, the Board of Governors of the California Community College, and the local Academic Senate and Board of Trustees, excluding those employees designated as “management,” “supervisory,” or “confidential.” The Association acknowledges its obligation to represent all members of the bargaining unit, whether or not any individual or individuals are dues-paying members of the Association in accordance with Article 5, of the Chapter 10.7 of the Government Code.

## 1.3. ASSOCIATION RIGHTS

- a. The District acknowledges that every eligible unit member shall have the right to freely organize, join, and support the Association for the purpose of engaging in collective bargaining and other concerted activities for the mutual benefit of all unit members. As a duly elected body exercising governmental power under the statutes of the State of California, the District undertakes and agrees that it will not directly or indirectly deprive, discourage, coerce, or harass any unit member in the enjoyment of any right conferred by this agreement or other statute of the State of California, or Constitution of the United States; that it will not discriminate against any unit member by reason of the unit member’s membership or non-membership, support of, or participation in the legal activities of the Association; or in collective bargaining with the District; or the unit member’s initiation of any grievance, complaint, or proceedings under the terms of this agreement.
- b. Nothing contained herein shall be construed to deny or restrict to any unit member those rights the unit member may have under the statutes of the State of California or other applicable District policies, rules, and regulations. The rights granted to unit members hereunder shall be deemed to be supplementary to those provided elsewhere.
- c. The District, through its administration, will provide opportunity and facilities for the Association meetings during non-class hours. The Association and its representatives shall have the right to use college facilities for other meetings or activities with the approval of appropriate college personnel.
- d. Duly authorized representatives of the Association shall be permitted to transact official Association business on college property.

- e. The Association shall have the right to utilize college facilities and equipment in the pursuit of its activities. Use of the copying facilities to facilitate communication among the unit members relative to the negotiations process is allowable; items reflecting the attributes of a particular association or union must be paid for by the association or union.
- f. The Association shall have the right to post notices in the mail room, the faculty lounge, and at off campus locations where board space is available. The Association may utilize instructor mailboxes for communications to any and/or all employees.
- g. The District, through its administration, shall, upon request, provide the Association with copies of public documents within the custody of the District which the Association may deem useful in developing intelligent, accurate, informed, and constructive proposals. The District shall furnish upon request available information which is pertinent to the processing of grievances under the terms of this agreement.
- h. All personnel files pertaining to an individual unit member, except material which the college receives from non-college sources, such as other universities or placement services, shall be made available to the unit member for inspection in the office in which they are kept, and to the Association only upon the written release by the unit member. The District shall grant the right to reproduce documents within such files or be furnished with reproductions. The District shall maintain a file which shall contain a copy of any document that may be used for decisions on reappointment, tenure, promotion, or evaluation. Such files need not contain course materials or examination originated by the unit member. The unit member shall have access to said files during normal business hours of the Administration Office.
- i. The Association President or the Association President's designee will receive copies of the agenda and minutes for every regular Board meeting. The Association President may request items to be placed on the Board agenda through established channels.
- j. Association Release Time:  
  
To satisfy the requirements of Section 3543.1 (c) of the Government Code, the Association shall be allowed released time equivalent to ten (10) CTLCs per year for the purposes of representation of unit members in grievance processing, for the implementation of the contract, and continued positive relations between the District and Association. The CTA Chapter President may distribute any portion of the reassignment to any CTA member to carry out the aforementioned duties. Notification of the designated unit members and the amounts of release time shall be submitted to the Superintendent/President by June 1 for the fall semester and by December 1 for the spring semester, or as soon as possible thereafter.
- k. The District shall provide no more than five (5) CTLCs per semester or ten (10) CTLCs per year of reassignment for the CTA Negotiating Team. The CTA Chapter President may allocate any portion of this amount to reassignments among the negotiating team's members. Should an adjunct member be a part of the CTA's negotiating team, that unit member shall be compensated on an hour for hour basis at the non-credit hourly rate when present at the negotiating sessions.

Notification of the designated unit members shall be submitted to the Superintendent/President by June 1 for the fall semester and by December 1 for the spring semester, or as soon as possible thereafter.

- l. Items mandated by AB 1725 and Title 5 to be negotiated with the bargaining agent shall be sincerely negotiated as these policies are formulated.
- m. The District shall provide the Association with contact information for unit members as follows:
  - (1) A list of the following information, with each field in its own column, for all bargaining unit members within five (5) days of the last payroll date of September, January, and May:
    - (a) First Name;
    - (b) Middle initial;
    - (c) Last name;
    - (d) Suffix (e.g., Jr., III);
    - (e) Preferred name;
    - (f) Job Title;
    - (g) Department;
    - (h) Primary worksite name;
    - (i) Work telephone number;
    - (j) Work Extension;
    - (k) Home Street addresses (incl. apartment #);
    - (l) Mailing address (if different);
    - (m) City;
    - (n) State;
    - (o) ZIP Code (5 or 9 digits);
    - (p) Home telephone number (10 digits) (if available);
    - (q) Personal cellular telephone number (10 digits) (if available);
    - (r) Personal email address of the employee (if available);
    - (s) Hire date.

In lieu of providing the information above in the form of a list, the District may meet this obligation by providing the Association access to a secure electronic site within which the above information is available

- (2) A list of the names and information described in Article 1.3.m.1 above for all newly hired full-time and part-time employees within the bargaining unit within five (5) days of the last payroll of the month in which they were hired.

“Newly hired employee” means any full-time or part-time bargaining unit employee hired by the District who is still employed as of the date of the new employee orientation. It also includes all employees who are employed by the District (including those returning from layoff rehire list, or previously employed by the District in a non-faculty position) and whose current position has placed them in the bargaining unit represented by the Association. For those latter employees, for purposes of this article only, the “date of hire” is the date upon

which the employee's employee status changed such that the employee was placed in the bargaining unit.

In lieu of providing the information above in the form of a list, the District may meet this obligation by providing the Association access to a secure electronic site within which the above information is available.

n. New Employee Orientation

- (a) "New employee orientation" refers to the process by which a newly hired public employee - whether in person, online, or through other means or media - is advised of their employment status, rights, benefits, duties and responsibilities, or any other employment-related matters.
- (b) The District shall provide the Association with access to its new employee orientations. The Association shall receive not less than ten (10) days' notice in advance of an orientation, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the District's operations that was not reasonably foreseeable.
- (c) In the event the District conducts group orientations with new employees, the Association shall have one (1) hour for Association representative(s) to conduct the orientation session.
- (d) New Hire Information Packet: The District shall include the Association membership application and materials (and an Association provided link for an electronic application where applicable) in any employee orientation packet of District materials that is provided to any newly hired employee. The Association shall provide the copies of any the Association literature/membership applications to the District for distribution. The District will inform the Association if additional printed materials are needed at least five (5) working days before the orientation.

#### 1.4. MANAGEMENT RIGHTS

This Article is intended to insure that the District retains all rights and powers which it has not agreed to limit in the other Articles of this Agreement. This Article is not intended, nor shall it be construed, as waiving the rights of individual unit members under the Education Code or other statutes, or waiving or otherwise diminishing the rights of the Association or of unit members as provided in other Articles of this Agreement. If there is a direct conflict between the District's rights as stated in this Article and the rights of unit members or of the Association as set forth in some other Article of this Agreement, the language of the latter shall prevail. This Article is not intended to limit consultation rights, but rather to indicate that the final decision in such matters lies with the District.

#### 1.5. ENUMERATED DISTRICT RIGHTS

All matters not included within the scope of negotiations in Government Code 3543.2, and also all matters and rights not limited by the terms of the other Articles of this Agreement, are reserved to the District. It is agreed that such reserved rights include, but are not limited to, the exclusive right and power to determine, implement, supplement, change, modify or discontinue, in whole or in part,



temporarily or permanently, any of the following:

- a. The legal, operational, geographical, and organizational structure of the District, including the chain of command, division of management authority, organizational divisions and subdivisions, boundaries, and membership of community advisory commissions and committees.
- b. The financial structure of the District, including all sources and amounts of financial support, income, funding, taxes and debt, and all means and conditions necessary or incidental to the securing of same, including compliance with any qualifications or requirements imposed by law or by funding sources as a condition of receiving funds; all investment policies and practices; all budgetary matters and procedures, including the budget calendar, the budget formation process, accounting methods, fiscal and budget control policies and procedures, and all budgetary allocations, reserves, and expenditures. (This right will not preclude the ability of the Budget Committee of the Collegial Governance process from advising the administration on fiscal planning and priorities for expenditures.)
- c. The acquisition, disposition, number, location types and utilization of all District properties, whether owned, leased, or otherwise controlled, including all facilities, grounds, parking areas and other improvements, and the work, service, and activity functions assigned to such properties.
- d. The methods, quality, quantity, frequency and standards of service, and the contract personnel, vendors, supplies, and materials to be used in connection with services to the public; the lawful subcontracting of services to be rendered and functions to be performed for the public, including but not limited to support, construction, maintenance and repair services.
- e. The selection, assignment and utilization of personnel not covered by this Agreement, including but not limited to short-term substitutes and management, to do work which is normally done by persons covered hereby.
- f. The establishment through the consultation process with the Academic Senate and other constituencies of District policies, procedures, objectives, goals and programs.

#### 1.6. NON ENUMERATED DISTRICT RIGHTS

All other rights of the District not expressly limited by the provisions of this Agreement are also reserved to the District even though not enumerated in this Agreement, and the provisions of the other Articles of this Agreement constitute the only contractual limitations upon the District. The exercise of any right reserved to the District herein in a particular manner or the non exercise of any such right shall not be deemed a waiver of the District's right or preclude the District from exercising the right in a different manner.

#### 1.7. EXCEPTIONS

The District, on its own behalf and on behalf of the residents thereof, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities not specifically modified by the terms and conditions of this agreement. Issues arising from the exercise of such rights,

powers, and authority are not subject to grievance procedures as set forth in this agreement except under extraordinary circumstances.

## ARTICLE 2 COMPENSATION AND BENEFITS

[Per TA signed 04/09/19]

## 2.1. BASIC SALARY AGREEMENT

The basic salary schedules for all unit members are made a part of this agreement.

For 2019-20 and effective July 1, 2019, all 2018-2019 salary schedules shall be increased as an on-going "across the board" increase equal to the state-funded Cost-of-Living-Adjustment ("COLA") received by the District plus 1.3%.

For 2020-21 and effective July 1, 2020, all 2019-2020 salary schedules shall be increased as an on-going "across the board" increase equal to the state-funded Cost-of-Living-Adjustment ("COLA") received by the District plus 1.3%.

For 2021-22 and effective July 1, 2021, all 2020--2021 salary schedules shall be increased as an on-going "across the board" increase equal to the state-funded Cost-of-Living-Adjustment ("COLA") received by the District plus 1.3%.

## 2.2. SALARY SCHEDULE PROVISIONS

## a. Accredited Units and Degrees

All units and degrees for initial placement on the salary schedule must be from an institution of higher education accredited by a national or regional accrediting agency recognized by the U.S. Department of Education.

## b. Experience Credit

Unit members entering the District shall be given full service credit not exceeding seven (7) years experience. Seventy-five percent (75%) of all teaching days within each year must be taught before credit may be claimed unless the District where the unit member formerly worked had an agreement with the exclusive representative that paid or unpaid leave would be included in computation of service. Credit will be granted only for college teaching, non-instructional service, vocational experience, or relevant military experience within the field to be taught. The maximum of seven (7) years experience may be granted. The calculation of service credit under this section shall be for initial salary schedule placement purposes only and shall not have any impact on other calculations of service credit such as the unit member's calculation of service credit for CalSTRS retirement benefits.

## c. Occupational Pre-Employment Work Experience

Salary schedule credit shall be granted to newly-employed occupational/vocational education unit members for pre-employment work experience based upon the following criteria:

- (1) Vocational/occupational experience must be related directly to the teaching assignment.

- (2) Placement of unit members on the salary schedule under the provisions of this Section shall be limited to those unit members who meet all of the following provisions:
- (a) The principal teaching assignments must be in the occupational/vocational programs or classes as defined by the District.
  - (b) The teaching assignment in the occupational/vocational program must be in excess of fifty percent (50%) time as defined by the District.
  - (c) All pre-employment work experience must be verified on official letterhead stationery of the employer. The verification statement must include the dates of employment and the specific nature of the duties performed. Self-employment statements must be notarized. The Superintendent/President may require additional verification evidence.
  - (d) Pre-employment work experience for salary schedule credit must be approved by the Superintendent/President.
  - (e) Vocational teaching time used for student teaching credit may not be used for salary schedule credit.
  - (f) Less than half-time employment shall not be credited for salary schedule placement. Half-time or more than half-time may be credited as follows: Two (2) years of part-time experience equals one (1) year of full-time experience.
  - (g) Credit for pre-employment vocational occupational experience may be granted only upon initial salary schedule placement.
  - (h) Pre-employment work experience shall be verified by the District and the placement will be reviewed with the Association.

d. Maximum Initial Step Placement

- (1) The total verified experience as defined in the unit member's application for employment shall be used to place faculty on a "next higher step," basis. For example; a unit member with one (1) year of experience would initially be placed on Step 2 of the salary schedule. In the same way, a unit member with seven (7) years of experience would initially be placed on Step 8 of the salary Schedule.
- (2) In terms of work experience, the maximum initial placement shall be Step 8. Therefore, the maximum initial step and column placement shall be Step 8, Column VII of the salary schedule.
- (3) After initial placement, the unit member has ninety (90) calendar days from the date of employment to appeal the placement, where the Association has signed off on the new unit member. The unit member cannot request reevaluation of initial placement after 90 days or the completion of the appeal process.

## e. Placement Schedule

- (1) Column I – a) Bachelor’s Degree, plus two (2) years vocational experience, or b) an Associate’s Degree plus six (6) years vocational experience or a Community College Instructor’s credential in a vocational/occupational subject matter area.
- (2) Column II – a) Bachelor’s Degree plus 30 units, or b) a Master’s; or c) Community College Instructor’s credential (fully-satisfied) in a vocational/occupational subject matter area and six (6) years vocational experience.
- (3) Column III – a) Bachelor’s Degree plus 45 units including a Master’s or, b) a Master’s plus 15 units; or Community College Instructor’s credential (fully-satisfied) in a vocational/occupational subject matter, plus 60 semester units (lower-division, upper-division, or both), eight (8) semester units of which may be approved work experience; or c) Community College Instructor’s credential (fully-satisfied) in a vocational/occupational subject matter area plus Associate Degree.
- (4) Column IV – a) Bachelor’s Degree plus 60 units including a Master’s or, b) a Master’s plus 30 units; or, c) Community College Instructor’s credential (fully-satisfied) in a vocational/occupational subject matter area plus Bachelor’s Degree, plus 60 semester units of either upper division or graduate work.
- (5) Column V – a) Bachelor’s Degree plus 75 units including a Master’s, or b) a Master’s Degree plus 45 units.
- (6) Column VI – a) Bachelor’s Degree plus 90 units including a Master’s, or b) a Master’s Degree plus 60 Units, or c) dual Master’s degrees in separate FSAs.
- (7) Column VII - An earned Doctorate.
- (8) The Association shall have the right of agreement signoff on the placement of all new unit members on the salary schedule, after mutual consultation with the Chief Instructional Officer or the appropriate supervisor.

## COLUMN DESIGNATION

<b>COLUMN DESIGNATION</b>	
<b>Column I</b>	<b>AA+6e or BA+2e</b>
<b>Column II</b>	<b>BA + 30 Units or MA</b>
<b>Column III</b>	<b>BA + 45 Units including MA or MA + 15</b>
<b>Column IV</b>	<b>BA + 60 Units including MA or MA + 30</b>
<b>Column V</b>	<b>BA + 75 Units including MA or MA + 45</b>
<b>Column VI</b>	<b>BA + 90 Units including MA or MA + 60 or Dual Master's Degrees</b>
<b>Column VII</b>	<b>Earned Doctorate</b>

- f. After initial placement on the appropriate experience step, a unit member will be advanced one experience step annually after satisfactory completion of each successive year of service until placement on the maximum experience step in the applicable column is reached.
- g. Compensation for full-time instruction for a period of time less than the length of a standard contract shall be a pro-rata share of an annual contract salary calculated from the per diem rate, or otherwise as required by the Education Code.
- h. Compensation for part-time unit members carrying more than 67% of a full-time load shall be a pro-rated share of an annual contract salary, calculated from the percentage the load bears to a full-time load. Said unit members shall also be provided pro-rated health and welfare benefits.
- i. Compensation for full-time unit members whose assignments extend beyond the normal limits of a standard contract shall be calculated on the basis of the per diem rate of the standard contract applied to each additional day.
- j. Movement across columns, after initial placement on the appropriate experience step, will require that all units earned after the Bachelor's Degree must be upper division or graduate units, or undergraduate units that are directly related to the discipline or to pedagogy in general. Only those units so described above will be applied to salary schedule placement or advancement. Column advancement credit will be granted if prior enrollment has been approved by the College Superintendent/President and the Staff Development Committee as appropriate for the development of the unit member. Applications for such approval shall use the Column Advancement Application Form attached as Appendix \_\_\_ **[TO BE JOINTLY DEVELOPED BY THE PARTIES]**, and must be filed with the Office of Instructional Services, prior to April 15 of the contract year preceding the academic year for which column advancement is requested. A unit member will have until December 1 to file any transcripts which would result in advancement for that academic year.

### 2.3. SPECIAL AND EXTRA ASSIGNMENTS

Special and extra duty compensation schedules are made a part of this agreement.

- a. Credit by Examination - Requires approval of the Chief Instructional Officer \$30.00 per examination.
  - b. Independent Study - Under no circumstances will Independent Study allow a unit member to achieve an overload. The District will pay \$80/CTLC per student.
  - c. Short term Substitute Pay (20 instructional days or less). Unit members acting as substitutes shall be paid at the appropriate Hourly Rate (Part-Time Section 4–G\*\*).
- Long Term Substitute Pay (over 20 instructional calendar days): If the substitute assignment increases a part-time unit member to over 67%, the unit member shall be placed on a temporary contract per 2.2(H) above. Full-time unit members shall be paid prorated CTLCs.
- d. Extra Duty Assignments - Academic instruction time accruing in excess of 177 days shall be compensated on a per diem basis. The daily rate shall be calculated by dividing the unit member's contract salary by 177 days.
    - (1) Extra duty assignments are beyond normal duty assignments as defined in Board Policy, and are not assigned load units applicable to the load calculation on individual unit members or other personnel.
    - (2) Any extra duty assignments not herein provided for will be bargained for and jointly approved as an amendment to this provision by the Board of Trustees and the Association.
  - e. Salaries: Special and Extra Duty Assignments - Certain academic assignments within the regular credit program of the college or the adult education program administered by the college call for special credential requirements, minimum qualifications, or training beyond that of the unit member, or are part-time instructional assignments, or overload assignments of regular full-time unit members. Compensation for such assignments cannot be readily related to the faculty basic salary schedule.
  - f. The Superintendent/President shall recommend to the Board those unit members to be given special or extra duty assignments. Such assignments shall be made impartially in terms of qualifications for the particular assignment, with the concurrence of the Chief Instructional Officer.
  - g. An employee agreement, specifying the nature and details of the assignment, will be executed by the unit member and the District prior to the start of the assignment.
  - h. Special Assignments - Hourly Rates: Standard fifty minute instructional period is equivalent to one hour.
  - i. Part-time unit members working less than 67% of full-time load:
    - (1) PVC believes part-time unit members provide essential, professional services that deserve compensation at parity with full-time unit members. As the State and state-wide Academic Senate for community colleges recommend, this principle is

actualized with this section's provisions on salary. Additionally, the District and the Association agree to work actively towards establishing full parity for part-timers in terms of working conditions, longevity, and benefits.

- (2) In terms of salary, parity is defined as: an hourly wage equal to 100% of one one-thousandth of the yearly salary which would be paid to a full-time unit member of equal education and experience for the regular academic year.
- (3) For part-time unit members and non-credit hourly part-time unit members the District and the Association agree that salaries shall remain keyed to the full-time schedule in the fashion defined above., i.e. at an hourly rate equal to one one-thousandth of the appropriate yearly salary for a full-time unit member for all part-time unit members, and at seventy-five percent (75%) of that hourly rate for non-credit part-time hourly unit members.
- (4) The District and the Association agree that the salary provisions represent a step in the process of achieving parity.
- (5) Salary Placement for Part-Time Unit Members:
  - (a) For part-time unit members in semesters one to four (1-4) of service to the college the hourly salary shall be one one-thousandth of the figure for a faculty member at Step One (1) of the salary schedule for full time faculty on the column that corresponds with their educational attainment.
  - (b) For part-time unit members in semesters five to eight (5-8) of service to the college, the hourly salary shall be one one-thousandth of the figure for a faculty member at Step Two (2) of the salary schedule for full time faculty column that corresponds with their educational attainment.
  - (c) Effective Fall 2019: For part-time unit members in semesters nine plus (9+) of service to the college, the hourly salary shall be one one-thousandth of the figure for a faculty member at Step Three (3) of the salary schedule for full time faculty on the column that corresponds with their educational attainment.
  - (d) As per appended MOU.
- (6) Non-Credit Classes:
 

For non-credit, hourly unit members will receive 75% of the appropriate hourly pay described above in Article 2.3.i.5.
- (7) In terms of working conditions, parity is also defined in terms of: class assignments, office space, technical support, and compensation for participation in college governance (e.g. curriculum design committee meetings, Academic Senate, and Divisional meetings) and paid office hours for teaching unit members. Office hours are required to be posted on the syllabus. Office hours for part-time faculty teaching online, correspondence, or distance education may be held



electronically.

- (a) In terms of the right to class assignments, parity for part-time unit members is defined as the right to notification of assignments and any changes in assignments.
- (b) In terms of office space, parity is defined as employing available space for a communal office for part-time and non-credit hourly unit members, with technical support (i.e. two phones, two computer terminals and access to e-mail and Internet).
- (c) In terms of participation in college governance by part-time and non-credit hourly unit members, parity is defined as compensation for the determined hourly rate for attendance and participation at orientation/training sessions and Divisional meetings, for no more than four (4) hours a semester.

(Compensation for participation in orientation, training, and college governance meetings including but not limited to Flex Day, Divisional, Academic Senate, Curriculum, and Accreditation.)

- (d) In terms of office hours, beginning in the 2017 Fall Semester, all part-time unit members will be paid for one office hour per week at the lab rate (0.67 of current hourly rate) of pay for the equivalent of every 3 CTLCs taught, or major fraction thereof.

- (8) Part-time unit members shall receive their salary in monthly installments provided all necessary reports are processed in a timely manner.

- j. Overload Pay - A full-time teaching load is 30 CTLCs per academic year with an expected average of 15 CTLCs per semester. Full-time unit members shall be paid per CTLC in excess of 30 CTLCs in one academic year. The overload rate per CTLC shall be increased by the same percentage as negotiated increases on the full-time salary schedule. Overload shall be paid to unit member on the same schedule as payroll.

No unit member will be assigned to or compensated for more than nine (9) overload CTLCs or their equivalent for the Academic Year, without the approval of the Chief Instructional Officer.

- k. Summer Inter-Session Pay Full-time unit members shall be compensated at the overload pay rate, per CTLC. Part-time unit members: Hourly rates as specified above. No unit member will be assigned to or compensated for more than ten (10) CTLCs or an equivalent load for Summer Inter-Session, without the approval of the Chief Instructional Officer.

- l. All non teaching unit members:

- (1) When non-teaching unit members exceed the hours of their contractual workload and/or perform extra or special assignments which fall outside the scope of the job description they shall be compensated based on one of the following:

- (a) Per diem rate
  - (b) Release time at time and a half (1.5 Hours for every hour)
  - (c) Or a combination of both A and B
- (2) Mutual agreements for a, b, or c will be written in advance covering the salary and the hours, with signatures of the appropriate District Officer and unit member.
- m. Articulation Officer Release Time – The District shall allocate release time of four (4) CTLCs or the hourly equivalent per year for the articulation officer.
- n. The Curriculum Committee Co-Chair shall receive four (4) CTLCs of release time per year. The Curriculum Co-Chair can allocate any or all of the CTLCs of release time to the members of the Academic Senate as deemed appropriate.
- o. Accreditation Self Study Chair – The District shall allocate:
  - (1) An additional one-sixth load (two CTLCs) per semester during non peak years.
  - (2) An additional two-fifths load (six CTLCs) per semester during the self study writing year.
- p. Divisional Chairs:
  - (1) Division Names:
    - (a) Professional Technologies
    - (b) History, Social and Behavioral Sciences
    - (c) Language Arts and Communication
    - (d) Math and Science
    - (e) Allied Health
    - (f) Business
    - (g) Student Support Services
  - (2) Duties
    - (a) Convene Divisional meetings.
    - (b) Serve as a spokesperson to express the views, findings, opinions, proposals and actions of the division before the Academic Senate and its committees, including the curriculum committee.
    - (c) To sign the Schedule Planning Form of each unit member within the division each academic term. The Division Chair’s signature shall affirm that the proposed teaching assignment and schedule of each unit member within the division has been reviewed by the division members, and that each individual schedule, including overload assignments, is in compliance with the current Agreement and its overload limits as well as

all EEOC rules, prior to the submission of the proposed teaching schedules and/or assignments to the appropriate Chief District Officer.

- (d) To sign the Course Proposal for all new, revised or updated course outlines, or certificate or degree programs originating within the division. Said signature shall affirm that said outlines, certificate or degree programs have been reviewed and approved by the division members prior to submission to the Curriculum Committee of the Academic Senate.
- (e) To coordinate the support of the division's activities and efforts in areas including but not limited to;
  1. Program Review
  2. Curriculum Committee
  3. Accreditation Self-Study.

Where necessary, to designate a representative from within the division to carry out said coordination, with the approval of the appropriate Chief District Officer.

- (f) To represent the Division at the Chief Instructional Officer "Council of Chairs" should one be established.
- (g) To serve as a member of the hiring committee for any unit member positions for the division and at the unit member's discretion, to appoint an additional unit member to serve on the hiring committee.

(3) Compensation:

- (a) Each Divisional Chair shall receive three (3) CTLCs release time each semester.
- (b) During two-year Program Reviews, an extra one (1) CTLC of release time will be given to the divisional chair or designee, for one semester only, for the Program Review process to carry out the duties required by the Reviews. When additional full and comprehensive four year Program Reviews are required, the unit member responsible for carrying out the Program Review shall receive two (2) CTLCs of release time per review completed to carry out the duties required by the Reviews.

(4) Divisional Chairs shall be elected:

On a yearly basis by the full-time unit members of their respective divisions, and no unit member shall be required to serve as divisional chair.

(5) Division chairs may be removed by one of two processes.

- A two-thirds (2/3) majority vote by the division members.
- Action by the appropriate Chief District Officer.

- (a) In both cases, removals shall be only for refusal or inability to carry out the specified tasks of the division chair and to comply with the association's contract.
  - (b) In no case shall the chair removals be carried out for other reasons.
  - (c) Division level action to remove a chair shall begin with any member of the division obtaining the signatures of 50% of the full-time permanent division's members. When such signatures are obtained, the chair must be notified at the earliest possible opportunity and the vote must be taken at divisional meeting held within two (2) weeks of such notification.
  - (d) Administrative level action to remove a chair shall begin with the appropriate Chief District Officer notifying the chair of the officer's concerns, and scheduling a meeting to attempt remediation within two (2) weeks of such notification.
  - (e) In all cases chairs must be informed in writing of the concerns that have led to division or administrative level action, and shall have five (5) working days to respond in writing before any vote or meeting.
  - (f) The results of administrative action only may be over ruled by the Superintendent/President.
- q. Guest Lecturers – Guest lecturers approved by the Chief District Officer shall be paid at the Adjunct hourly credit rate.
  - r. Tactical Officers – Tactical officers approved by the Chief District Officer shall be paid at the Adjunct hourly credit rate.
  - s. Safety Facilitator – Range safety officers approved by the Chief District Officer shall be paid at the Adjunct hourly credit rate.
  - t. Teaching at PVUSD High School
    - (1) For vocational classes taught at the high school and vocational centers, a full load shall be five instructional periods per day. A two hour instructional block equals two teaching periods. Simultaneous classes equal one teaching period.
    - (2) Full-time vocational instructional days in excess of 177 days shall be compensated on a per diem basis. The daily rate shall be calculated by dividing the unit member's contract salary by 177 days. 177 days, plus 3 days, for a total of 180 days. These three days will be included in the base salary.
    - (3) Unit members teaching in vocational instructional classes at the high school will be assigned on a flexible schedule to coincide with the high school schedule.
  - u. Academic Senate President – In addition to the five (5) CTLC allocation for the Academic Senate, the District agrees to allocate \$2,000 to the Academic Senate President

and Faculty Co-Chair of Curriculum for the cost of attending the Academic Senate Conferences in the fall and spring to receive training. Any additional costs may be submitted to the Staff Development Committee.

- v. GED Testing Personnel – With prior approval from the appropriate Chief District Officer, the District shall pay the part-time hourly rate to the unit member administering the GED tests for the College and associated responsibilities.
- w. Hardship Stipend: The equivalent of 1 CTLC in compensation per semester as a “hardship stipend” shall be paid to full-time unit members who accept an assignment greater than 60 miles from the unit member’s primary location.
- x. Priority of Assignment: when scheduling classes/work for unit members, the District shall use the following criteria in order to determine class assignments:
  - (1) Full-time unit members who have not made the load of 15 CTLCs for the semester or 30 CTLCs for the academic year.
  - (2) Overload and part-time assignments shall be determined at the discretion of the District based upon its needs.

#### 2.4. HEALTH AND WELFARE BENEFITS

Health and Welfare benefits are made a part of this agreement and are included herein.

The District recognizes that the availability of several types of group insurance is of benefit to the unit members. The District will cooperate with unit members and group insurance carriers in assessing the need for and disseminating information about the various types of group insurance and other benefits.

- a. Full-Time Unit Members
  - (1) The District will supplement basic salary compensation for all full-time unit members by subsidizing fringe benefits from District funds in an amount sufficient to cover the premiums for full employee and family coverage for Medical, Dental, and Group Vision Care insurance as provided below. See Summary of Plan Benefits, Appendix F.
  - (2) The District and the Association agree to provide at least one medical plan that meets the requirements for minimum essential coverage and meets the ACA affordability requirement for all District employees, meaning the employee’s contribution would not exceed the maximum percentage of household income as adjusted for inflation and determined annually by the federal government.
  - (3) The Faculty Bargaining Unit shall be covered (PPO550 and PPO750 or current plans) through REEP. Any percentage of annual equity distribution and the difference between the actual cost of Option I and the current benefits shall be placed into a separate self insurance account to fund future health insurance additions or increases

The District shall provide the Faculty Association a quarterly report on the account activity and balance (311Q Report). The existing self insurance moneys are to be transferred into a new account, titled the Health Benefits Fund, and made subject to the joint control of Management, CTA, and CSEA representatives in the new Health Benefits Fund Committee.

- (4) The District shall allow all unit members, retirees, and domestic partners access to the, "District pool," for purposes of purchasing medical, dental, vision or life insurance.

For the purposes of paragraph 4, "retired unit members," means a person has at least (5) years full-time service with the District continually prior to retiring from the District, is qualified for STRS retirement, and has retired from employment with the District.

- (5) Plans: Effective July 1, 2016, the specific plans are:  
(List of plan names)

- b. The Following Fringe Benefits (health, dental vision and life insurance) provisions shall apply:

The District maximum annual contribution for medical, dental, vision and life insurance via the District pool for health and welfare benefits shall be \$22,000.00, plus 50% of the actual cost above that amount, per full-time unit member.

The cap shall be applied to the premium cost of any one of the following: a) the supercomposite premium rate for a unit member choosing the Kaiser HMO medical insurance specified by Article II of the current Contract, and one each of the dental, vision, and life plans offered via the Riverside Employer-Employee Partnership for Benefits (REEP); or, b) the supercomposite premium rate for a unit member choosing the Blue Cross PPO/HDHP/HSA medical insurance specified by Article II, and one each of the dental, vision and life plans offered via REEP; or, c) the supercomposite rate for a unit member choosing the regular Blue Cross PPO specified by Article II, and one each of the dental, vision and life plans offered through REEP.

In the event that the cap amount does not fully cover the cost of a unit member's chosen medical, dental, vision and life plans, the excess of premium plus deductible (if applicable) over cap/cost shall be paid by the unit member in a method of the faculty member's choosing through payroll deduction in the course of the yearly pay schedule. This maximum annual contribution shall remain in effect for every plan year thereafter until otherwise negotiated by the Parties.

- c. The District will provide all full-time unit members with a group term Life Insurance Policy, with a value of \$70,000 for employees aged 16 to 69; \$45,000 for employees aged 70 to 74; and \$35,000 for any employees over the age of 75.
- d. The District shall contribute the employer's 1.45% portion of the Medicare portion of FICA for the full-time unit member who are eligible.
- e. Health Benefits Opt-Out Program:

An eligible unit member or retiree under the SERP program who demonstrates credible and equivalent coverage elsewhere will receive an \$8,800 payment in lieu of further benefits.

Any unit member who has opted for this opt-out but loses the credible and equivalent medical coverage provided by a spouse, domestic partner, parent, military or other organization outside the May “open enrollment,” period may re-enroll in regular District medical benefit plans within 31 days of the loss of coverage, provided only that the unit member provide the District with documentation of the qualifying event. The District and unit member shall come to mutual agreement regarding premiums and a “pro-rated,” return of buyout money in such an event.

f. General:

- (1) The District will make available IRS Section 125 accounts for all unit members, with no District obligation to contribute monies to these accounts.
- (2) In the event that revisions to the Affordable Care Act, or upon implementation of any other relevant insurance laws or programs, the District and Association shall immediately enter into negotiations regarding salary and benefits.
- (3) The District shall offer a, “high deductible,” Blue Cross PPO or Kaiser HMO insurance plan as an option for any part-time, non-credit, adjunct, or retired unit member without other medical insurance coverage, at the employee’s cost.

g. The following shall apply to any full-time unit member with health problems requiring enrollment in Federal/State Medicaid/Medicare programs that render them ineligible for the “Health Savings Account,” portion of the Blue Cross “Lumenos,” PPO.

- (1) The district agrees to cover expenses up to the agreed upon cap for the health and welfare package (including medical, mental, dental, vision and life insurance) per full-time unit member.
- (2) As negotiated, all full-time unit members who enroll in the Blue Cross “Lumenos,” HSA/PPO plan, to be offered as of July 1, 2012, shall have the total amount of the deductible (for a full year, \$1,500 single/\$3,000 family) paid by the District into the specified health Savings Account for purposes of paying the required deductible.
- (3) A unit member who chooses the Blue Cross “Lumenos,” PPO Plan, but who is ineligible for the \$1,500 single /\$3,000 family direct contribution to the HSA aspect of the Plan and is required to be enrolled in Federal/State Medicaid/Medicare programs, shall be entitled to the same premium support and contribution as any other faculty member.
- (4) If a full-time unit member chooses the HSA insurance plan, the District shall cover up to the agreed upon cap of the total expenses for the health and welfare package and the member shall contribute the difference between the cost of the package and the agreed upon cap. A member’s contribution and the agreed upon

cap shall include the cost of the total expenses for the health and welfare package and \$1,500 (deductible) for a single person or \$3,000 (deductible) for family.

- (5) The unit member utilizing this option is responsible for paying any and all Federal and State taxes due on the District contribution.
- (6) The Blue Cross “Lumenos,” HSA Plan is open as an option to retired unit members, as an alternative to other Plans described in the Contract.
- (7) Retired full-time unit members are entitled to the same Plan design options as full-time unit members, the same Savings Account contributions specified in the Contract or SERP agreement, and the same \$1,500/\$3,000 contribution by the District in the event that they are, a) eligible for such a benefit from the District, b) ineligible for the direct HSA contribution due to having been classified as an End Stage Renal Disease or similar health problem requiring enrollment in Federal/State Medicaid/Medicare programs.
- (8) Unit member monthly contributions to the HSA shall be deposited into the HSA as soon as possible after payday.
- (9) Unit members who retire from Palo Verde College on or after January 1, 2017 will receive \$3,000 per year after reaching age 65 to cover Medicare supplements, dental or vision coverage.

Unit members who retire from Palo Verde College on or after July 1, 2018, will receive \$4,000 per year after reaching age 65 to cover Medicare supplements, dental or vision coverage. [\[TA April 23, 2018\]](#)

Unit members who retire from Palo Verde College on or after July 1, 2019, will receive \$5,000 per year after reaching age 65 to cover Medicare supplements, dental or vision coverage.

## 2.5. TAX SHELTERED ANNUITIES

- a. Purpose - The District intends by this plan to make available to its employees the provisions of Internal Revenue Code Section 403(b), Public Law 87-370 and the California Revenue and Taxation Code Section 17512. It is not the purpose of the District, by adoption of this plan, necessarily to recommend its use by an individual employee. Use of the plan by an individual employee shall be left to the unit member’s own discretion.
- b. Definition
  - (1) “Internal Revenue code” means the Federal Internal Revenue Code of 1954 as amended to date and the California Revenue and Taxation Code Section 17512.
  - (2) “Plan” means this tax deferred annuity plan.
  - (3) “Annuity” shall have the meaning set forth in Article 5 herein. There shall be no life insurance in connection with tax deferred annuities purchased by the District.



- (4) “Servicing Agency” shall have the specific meaning set forth in the Servicing Agency Agreement for Tax-Sheltered Annuities (Form L-31, Agency Agreement).
  - (5) “Participant” means any employee of the District who elects to participate in this plan.
  - (6) “Includable Compensation” shall have the meaning set forth in Internal Revenue Code Section 403(b)-1(f).
  - (7) “Years of Service” shall have the meaning set forth in Internal Revenue Code Section 403(b)-1(f).
  - (8) “Nontransferability” shall have the meaning set forth in Section 401(g) of the Internal Revenue Code of 1954 as amended by public law 87-792.
- c. Participation – Any unit member may elect to become a participant under this plan by amendment of the unit member’s employment contract. Such election to participate shall be applicable to the school year to which such amendment applied and to each succeeding school year as per paragraph five of said contract amendment.
- d. Contribution to the Plan
- (1) The District shall contribute monthly to the Plan on behalf of each participant such amount as the participant may elect, provided such monthly contribution shall be at least twenty-five dollars but not in excess of the participant’s exclusion allowance.
  - (2) Contributions by the District with respect to any participant shall be by means of a reduction in the unit member’s compensation otherwise payable under the unit member’s employment contract, the amount of the reduction being set forth in such participant’s amendment to the unit member’s employment contract upon his election to participate in the plan. Such reduction shall only be with respect to services to be rendered by the participant to the District subsequent to the date of the participant’s election to participate.
  - (3) A participant’s “exclusion allowance” shall be described in pertinent Federal and State laws and regulation there under.
  - (4) If for any taxable year of a participant, this plan applied to two or more annuities, such annuities shall be treated as one annuity for purpose of computing the maximum contribution on behalf of such participant by the District.
- e. Annuities
- (1) All contributions to the Plan shall be invested in annuities on the life of the participant with respect to whom such contributions are made.

- (2) For the purpose of this plan, the terms “Annuity” or “Annuities” shall mean either:
- (a) An individual, group, or variable annuity contract issued by a life insurance company, without a life insurance element. The contract shall be non-transferable and the participant’s rights are non-forfeitable except for failure to pay future premiums; or
  - (b) An additional deposit for and in the name of the participant to the State Teachers’ Retirement System in accordance with the relevant provisions of the California Education Code and in accordance with the regulations and procedures adopted by the State Teachers’ Retirement Board.
- (3) Each participant shall be entitled to elect one of the two above forms of an annuity to be purchased with contributions made on the participant’s behalf; provided that only those participants who are members of the State Teachers Retirement System may elect the second form.
- (4) The District shall determine which life insurance company or companies shall be authorized to issue contracts when such contracts are utilized under this plan, but will purchase annuity contracts from only those companies which have executed the Company Qualification Agreement to Sell and Service Tax-Sheltered Annuities (Form L-32).
- (8) Non-Recovery of Contributions - Contributions made by the District of this plan shall not be recoverable by it but shall irrevocably vest in the participants through their annuities.

g. Servicing Agency

- (1) The Servicing Agency appointed by the Board shall perform all services specified in the Servicing Agency Agreement for Tax-Sheltered Annuities (Form L-31), including but not limited to the following:
- (a) Coordinating the processing of proposals, applications and annuities from the various insurance companies.
  - (b) Arranging for the servicing of annuities in force, whether applied for by this district or purchased in another district for an employee who has transferred to this district.
  - (c) Processing payment to individual insurance companies. Where central billing services are provided by the servicing agency, the Governing Board authorizes the insurance companies involved to send all premium notices to the above referenced servicing agency. The above-mentioned procedure will also encompass premium payment for any employee who may have purchased a tax-sheltered Annuity in another district and desires to continue the plan while employed by this District.

- (2) The Servicing Agency may service only those companies which have filed with the Superintendent/President such a properly executed company agreement.
- h. Liability –
  - (1) Each agency or individual representative handling premiums for the district shall maintain a professional liability insurance policy satisfactory to the district of an amount not less than \$150,000.00 aggregate per year, with \$50,000.00 to apply in full to each occurrence.
  - (2) Any agency employee or representative handling District funds coming to the agency shall be covered by a Fidelity Bond of not less than \$5000.00.
- i. Administration - Such procedures as may be necessary or advisable in effecting proper administration of this Tax-Sheltered Annuity Plan shall be prepared and administered by the Superintendent/President.

## 2.6. ACADEMIC EMPLOYEE REDUCED WORKLOAD PROGRAM

Members of the bargaining unit may petition the Governing Board of the District to reduce their workloads from full-time to part-time and shall receive the retirement service credit they would have received if they were employed on a full-time basis, and have their retirement allowance, as well as any other benefits they are entitled to under the State Teachers Retirement System (STRS), based upon the salary they would have received if employed on a full-time basis. Reduced workloads under this Article shall be in accordance with Education Code sections 87483 and 22713.

- a. The eligible unit member may elect to retire and no longer participate in the Reduced Workload Program. A retired unit member shall continue to receive District-paid contributions for fringe benefit plans until the retired unit member reaches age seventy. The District agrees to pay the supplemental Medicare medical cost for the unit member until the retired unit member reaches age seventy-five.
- b. To ensure sufficient time for review and consideration of a reduced workload request, applications for the Reduced Workload Program should be directed to the Superintendent/President's Office by May 1 for the following academic year. Extensions of the application due date may be considered on an individual basis.

## ARTICLE 3. FACULTY SERVICE AREAS

### 3.1. SINGLE FACULTY SERVICE AREA

The Palo Verde Community College District shall be grouped into one faculty service area for purposes of this Article and for establishing the order of layoff in the event of a reduction-in-force.

### 3.2. FACULTY SERVICE AREAS FOR REDUCTION-IN-FORCE

Any reduction-in-force at Palo Verde College shall be administered in accordance with Education Code Sections 87743, 87743.1, 87743.2, 87743.3, 87743.4, 87743.5, 87744, 87745, and 87746.

- a. Establishment of Seniority Rights - Seniority is based on the date of first employment as a full-time unit member. If more than one (1) unit member is hired on the same date a lottery will be held to determine the seniority number for that date.
- b. Updating the Seniority List - The District agrees to supply the Faculty Association with an updated seniority list, each November 30 this agreement is in effect. A lottery will be held the first year of the agreement to identify the order of seniority where any conflicts exist.

### 3.3. COMPETENCY CRITERIA

The competency criteria to serve in the Faculty Service Area shall either be a valid California Community College Credential or the Minimum Qualifications as listed in the State minimum qualifications established by the Statewide Academic Senate, or an equivalency as recommended by an Equivalency Committee and approved by the Board of Trustees.

- a. The disciplines in which the unit member holds minimum qualifications shall be maintained in the unit member's personnel file.
- b. A unit member may establish additional minimum qualifications upon meeting and verifying through transcripts that the unit member meets the minimum qualifications for that discipline.

### 3.4. RETRAINING

The administration shall make assignments and reassignments in a manner that unit members shall be retained to render any service which their seniority and qualifications entitle them to render. The Board of Trustees retains the right to implement the provisions of Education Code Section 87743 et seq. However, the Board shall attempt to provide retraining opportunities as follows:

- a. A unit member who moves into a new discipline as a result of an anticipated lay off or to assist the District to avoid a lay-off, is entitled to reassigned time for retraining.
- b. The reassigned time is for the benefit of the District and its programs
- c. The amount and duration of reassigned time will be agreed to by a committee composed of one (1) representatives from the faculty unit, one (1) representative from the

administration, and the employee will participate in the deliberations. The reassigned time is subject to Board approval.

- d. Generally, the unit member on reassignment for retraining must show enrollment in three (3) units of college work in the discipline in Education courses related to the discipline, or in an equivalent amount of other appropriate training for each 20 percent of reassigned time. This retraining may be spread out over a number of semesters.
  - (1) Unit members are expected to achieve satisfactory performance in any retraining activity. In the event a unit member does not maintain satisfactory performance the agreement is void, and the District can proceed with lay off procedures in accordance with Education Code 87473 et seq.

3.5. FACULTY NEEDS ASSESSMENT, RECRUITMENT, SCREENING, EQUIVALENCY AND APPOINTMENT RECOMMENDATION POLICIES AND PROCEDURES

- a. The development of new faculty positions, recruitment of unit members, and hiring shall follow prescribed Board Policy, as well as all EEOC rules.

## ARTICLE 4 CALENDAR AND HOURS OF WORK

## 4.1. DEFINITIONS

For purposes of this Article only, the following terms shall be defined as follows:

- a. Workday - The period of accountable time which shall occur within the range of 6:30 a.m. To 10:30 p.m., excepting field trips and the nursing instructional program.
- b. Workweek - The work week shall consist of forty (40) hours, including accountable time and unscheduled time.
- c. Accountable Time - Time which includes assigned lecture hours, laboratory hours, and office hours, and other district scheduled faculty and committee meetings on campus as well as other on campus meetings directly related to district needs.
- d. Unit - That amount of Credit received by the Student.
- e. Classroom Teaching Load Calculation (CTLTC) - The equivalent value a unit member receives for a lecture hour, laboratory hour, lecture/laboratory hours, and clinical instruction.
- f. On-Campus - Palo Verde College main campus.
- g. Off-Campus Activity Site - Those instructional sites which are not on-campus.
- h. Primary Worksite - The location of the majority (51% or more) of the unit member's accountable time for the semester.
- i. "Flex" Year - Shall be identified as the calendar year designated for the 177 days of faculty service under this Agreement.
- j. "Flex" Day - Shall equal six (6) hours.
- k. "Flex" Time - Shall be allowed in increments of one hour-minimum amount of time.
- l. Unscheduled Time - Classroom preparation and professional activities such as; grading, record-keeping, course development, program development, etc. which may be performed on or off campus.
- m. Academic Year - The Academic year of 177 days shall include flex-days as determined by the Calendar Committee and approved by State and District.
- n. Faculty - This term includes all staff providing academic instruction or support services to students that have met minimum qualifications as identified by the Board of Governors and the Statewide Academic Senate.

#### 4.2. CALENDAR DEVELOPMENT

Recommendations concerning the discretionary features of the college's annual calendar (as opposed to features mandated by statute), shall be drawn up by the Calendar Committee and submitted via the District Superintendent/President to the Board of Trustees for approval.

- a. Calendar Committee - The Calendar Committee shall consist of the Chief Instructional Officer (who shall serve as Chairperson), three faculty members appointed by the President of the Association, two classified members appointed by the CSEA, and two students appointed by the President of the Associated Students. The Calendar Committee shall convene no later than the sixth week of the Fall semester each year.
- b. Time Schedule - Recommendations as described under Calendar Development, above, shall be submitted for approval or returned to Committee by May 30 of the year preceding the fiscal year of the calendar being considered.

#### 4.3. WORK YEAR/FLEX ACTIVITIES

The work year for faculty shall be 177 days. The District Plan as proposed by the Flex Subcommittee of Staff Development shall have a maximum of four (4) flex days for organized flex activities. Flex activities shall be planned by the Flex Committee, a sub-committee of Staff Development. All faculty will account for their time on flex days by attending the Flex activity or maintaining their faculty assignment.

#### 4.4. CAMPUS MEETING HOURS

- a. The Administration will reserve 3:00pm - 5:00pm on Tuesdays and Thursdays for bona-fide meetings, (i.e., shared governance, Academic Senate, Curriculum, Departmental/Divisional and Association/Union meetings) with the exception of nursing classes and off-campus classes such as fire science.
- b. Time Schedule - Recommendations as described under Calendar Development, above, shall be submitted for approval or returned to Committee by May 30 of the year preceding the fiscal year of the calendar being considered.

#### 4.5. STUDENT ACTIVITY HOUR

The Administration and the Association agree to reserve a minimum of one hour per week as student activity hour. Once the Administration and the Association agree on the student activity hour that hour will be the student activity hour until the Administration and the Association agrees to a different hour. In the absence of an agreement between the Administration and the Association the Administration will reserve 11:00 AM to 12:00 PM on Tuesdays as a student activity hour with the exception of clinical nursing/health classes, criminal justice classes and off-campus classes such as fire science.

#### 4.6. PHILOSOPHY OF FACULTY WORKLOAD

- a. Instruction and Student Services are central to the mission of the institution. The District recognizes the critical roles that faculty play in providing the primary educational and learning support functions of the College. The District further recognizes that instruction

is the number one fiscal priority of the District and is a key measure of institutional effectiveness.

- b. The community looks up to the faculty with respect. Faculties are hired by this system because the Board firmly believes they will be a credit to the college, this community, and the nation. They bring to the district certain skills, experience, competence and judgment to be applied to a particular assignment. They perform the duties and responsibilities of that assignment with diligence and a sense of accountability.
- c. Faculty professional responsibilities involve considerably more time than that devoted to actual class instruction. Some of these duties are study and research to keep abreast of new knowledge and techniques; evaluation of students' work; curriculum development and evaluation; record keeping; lesson planning and preparation; participation in college and student activities; and engaging in the accreditation process.
- d. Instructors with special assignments, counselors, librarians, and other student service personnel, are expected to encompass a sufficiently broad interpretation of that particular assignment. Whatever the assignment, there must be room for continuing professional growth, for planning and analysis, for liaison with staff, with other professional personnel, and with community persons for accountability of performance.
- e. The importance of the faculty's role makes it essential that the duties and responsibilities be clearly defined.

#### 4.7. GENERAL TIME ASSIGNMENTS

The normal contractual work load and teaching assignment for all faculty includes attention to and time spent on the professional responsibilities, including the following:

- a. Actual instructional, library service, learning resources services, counseling, or program coordination time.
- b. Curriculum or program development and evaluation.
- c. Guidance service to students.
- d. Preparation for class activities or academic assignments.
- e. Professional Development.

#### 4.8. TIME DISTRIBUTION

No standard breakdown of time distribution can take into account completely the many variables encountered in the discharge of professional responsibilities. The committed faculty spends far more time in the various career activities than can be accounted for on an hourly basis, but there must be some benchmark of standard time obligation against which general contractual obligation can be measured. It is the expectation of the District that the expenditure of time for professional responsibilities within the scope of the contract should include approximately forty to fifty hours a week, a minimum of twenty-seven (27) to thirty-five (35) hours, which would be spent on campus.



The failure to attend assigned counseling or teaching assignments, office hours, and committee and course meetings shall require the submission of an Absence From Campus form and provide documentation where appropriate as provided for in this Agreement or State and Federal Law.

Distribution of time among the various areas of responsibility in a given week will be approximately as follows:

a. For faculty whose primary duty is classroom instruction:

(1)	Full-Time Teaching Load	16 - 24 Hours
(2)	Class Preparation Reading, Tests, etc.	13 Hours
(3)	Curriculum Development and Program Evaluation	3 Hours
(4)	Scheduled Office Hours, Individual Student Assistance	5 Hours
(5)	District, Faculty and Faculty Organization Meetings	1 - 2 Hours
(6)	College Staff and Committee Assignments	2 - 3 Hours
(7)	Reports and Record	1 - 2 Hours
(8)	SLOs	1 Hour

Total 42 - 53 Hours

b. For faculty whose primary duties are learning resources, non instructional or counseling:

(1)	Full-time Primary Assignment.	30 Hours
(2)	District, Faculty and Faculty Organization Meetings	1 Hour
(3)	College Staff and Committee Assignments	2 Hours
(4)	Program Evaluation	1 Hour
(5)	SLOs	1 Hour

Total 35 Hours

#### 4.9. GUIDELINES: FULL-TIME INSTRUCTIONAL LOAD

Teaching load is thirty (30) CTLCs for each academic year, with an expected average of fifteen (15) CTLCs each academic semester. This does not include summer or winter intersessions, overload, extra duty, or special assignments.

#### TYPE OF ACTIVITY OR ASSIGNMENT

- (1) One (1) Lecture hour class (English, mathematics, history, etc.) equals one (1) CTLC.

- (2) One (1) laboratory hour equals three-fourths (.75) of a CTLC.
- (3) One (1) clinical instruction hour in Health Occupations equals four-fifths (.80) of a CTLC.
- (4) One (1) hour of Non-Credit Adult Education equals three-quarters (.75) of a CTLC. Unit members teaching Non-Credit Adult Education classes shall receive an additional (1) CTLC prep per class taught on an annual basis.
- (5) Courses taught simultaneously shall receive the highest CTLC of all of the simultaneous courses + 1 CTLC for remainder of the courses provided the combined courses exceed 15 students as set forth in Article 4.10(b) below.
- (6) Faculty members assigned to counseling, learning resources, coordination, or non-teaching responsibilities shall have a teaching load of thirty-five (35) hours per week.
- (7) Faculty members assigned to counseling assignments shall have a 186 day work year, with nine (9) workdays for registration activities.
- (8) Faculty may be assigned any combination of the above instructional /non instructional modalities to make up their full-time or equivalent load.

**[Status quo]**

#### 4.10. SPECIAL CONDITIONS

The Association recognizes that assignment and course scheduling are a management prerogative and responsibility. All assignments and schedules must be approved by the appropriate Chief District Officer in order to ensure college coverage.

When the District's needs for college coverage demand changes in a faculty member's assignments or course schedule after the start of the semester the District agrees to inform the instructor and division chair on or before the last day to register for the course.

All parties agree that under no circumstances will schedules and assignments be made in an arbitrary or capricious manner.

a. Preparations:

No instructor will be assigned more than five preparations as part of a full annual load other than on a voluntary basis. No extra CTLCs for up to four (4) different courses on an annual basis will be awarded. Additional CTLCs will be assigned when the number of preparations (except P.E. activity courses) exceeds four (4). One (1) CTLC will be awarded for each different course above four (4) on an annual basis for purposes of load calculation.

Counselors shall receive CTLCs for teaching assignments as set forth in 4.9, and shall be paid for preparations.

b. Simultaneous Courses.

- (1) Simultaneously taught courses are two or more courses with different course numbers and/or letters which are taught during the same period by the same instructor. (See 4.9.a.5 above.)
- (2) No additional CTLC will be awarded for simultaneously taught courses unless the combined courses exceed fifteen (15) students.

c. Overload Limits:

The Association recognizes that assignment and course scheduling are a management prerogative and responsibility. All assignments and schedules must be approved in writing by the appropriate Chief District Officer.

- (1) Overloads and/or under loads for fall semester will be balanced against the spring semester load and only those CTLCs in excess of 30 for both semesters will be compensated. No faculty member may be assigned more than 30 CTLCs per year without the faculty member's consent, and without the written approval in advance of the appropriate Chief District Officer.
- (2) All overload requests must undergo review by the faculty member's Division Chair, and have the appropriate Chief District Officer's written approval, prior to the preparation of the draft schedule for the next semester's classes.
- (3) Ordinarily no faculty member shall be assigned a teaching load in excess of 20 CTLCs during a single semester or 39 CTLCs during the academic year. When such an assignment becomes necessary in emergency circumstances, no instructor shall be assigned more than nine (9) overload CTLCs for any academic year without the written approval of the faculty member, and the appropriate Chief District Officer.
- (4) Summer Inter-Session teaching loads shall in no case exceed ten (10) CTLCs without prior written approval from the Chief Instructional Officer.
- (5) For the regular academic year, pay warrants for one half of the overload due, shall be submitted to the Riverside County Office by the end of the seventh (7<sup>th</sup>) week of the spring semester, after a calculation process that should be started on or before February 15th. A second pay warrant for the remaining overload due, along with any necessary corrections, will be issued with the last pay warrant for the semester period.

d. Supplementary Assignments:

- (1) Counselors/Learning Skills Center/Librarian and non-instructional assigned workloads shall be a minimum of 35 hours per week.
- (2) Supplementary assignments in lieu of CTLC's are to be determined and assigned by the appropriate Chief District Officer.
- (3) Faculty assigned away from the physical site of their primary assignment will be paid a mileage allowance at the current IRS rate at the time the expenses is

incurred for use of their personal vehicle from the location of the faculty member's primary assignment to the location of the away assignment and return.

- (4) Workload for the Director/Counselor of the DSPS program shall be a minimum of (35) hours per week on task and shall be assigned for 212 work days.
- (5) Workload for the Learning Skills Center Coordinator shall be a minimum of (35) hours per week on task and shall be assigned for 207 work days.
- (6) Workload for the Librarian shall be a minimum of (35) hours per week on task and shall be assigned for 186 work days.

#### 4.11. ACCOUNTABLE TIME

##### a. Accountable Time on Campus –

- (1) For purposes of understanding any faculty member's "days on campus," and "office hour," obligations, "on campus," shall mean the physical site of the unit member's primary assignment, regardless of whether that site is the Blythe campus, the Needles campus, or another physical site at which instruction is delivered on behalf of the District.
- (2) All faculty members must attend any meeting, Flex Day, Graduation, or shared governance meeting that is scheduled at the Blythe campus as part of their responsibilities as a faculty member, with the proviso that a faculty member primarily assigned to the Needles campus or another physical site may "attend," Senate meetings via an appropriate electronic medium with the permission of the appropriate Chief District Officer;
- (3) In the event that such faculty members have College business that takes them off any campus for one of their days of on-campus presence, the faculty member shall follow the existing Absence from Campus procedures, as well as all other existing procedures for the use of College-owned transportation or (where necessary) transportation reimbursement for the use of a private vehicle. Similarly, all faculty members must observe the existing procedures for any form of "leave," described in the current Contract;

Faculty members shall inform their Division Chair and the Association President regarding such assignments.

- (4) Full-time faculty are required to have not less than twenty-seven (27) hours of accountable time per week. Full-time counselors, the Learning Skills Center instructor/coordinator, and faculty assigned to non-instructional assignments are required to have not less than thirty-five (35) hours of accountable time per week, including teaching preparation on campus.
- (5) Instructional faculty will be responsible for twenty-seven (27) hours of time on task per week.

- (6) Non-instructional faculty (Counselors, Learning Skills Center, Coordinators) will spend thirty-five (35) accountable hours per week.
- b. Work Week and Office Hours:
- (1) Instructional faculty shall meet their twenty-seven (27) hours responsibility with four (4) or five (5) days per week of on-campus presence, the presumption being that faculty are available and accessible throughout the workweek. These twenty-seven (27) hours are to include a minimum of five (5) office hours per week, which are to be posted and published no later than the end of the first week of classes, with one (1) office hour per day scheduled over a minimum of four (4) day per week, and no more than two (2) posted office hours on any given day. One "virtual" office hour per week may be scheduled with the approval of the Chief Instructional Officer
  - (2) Under special circumstances and with the approval of the Divisional Chair and the Chief Instructional Officer, instructional faculty may meet their twenty-seven (27) hours responsibility with less than four (4) days per week of on-campus presence, with the presumption being that faculty are available and accessible throughout the workweek. These twenty-seven-hours are to include a minimum of (5) office hours per week, which are to be posted and published no later than the end of the first week of classes, with at least one (1) hour per day scheduled over a specified minimum number days per week. Faculty shall remain available to perform their committee work. One "virtual" office hour per week may be scheduled with the approval of the Chief Instructional Officer.
- d. All of the above schedules must be approved by the Divisional Chair and the Chief Instructional Officer for college coverage.
- e. For the purposes of STRS reporting the minimum standard for part-time faculty teaching credit courses shall be based upon 525 instructional hours, except instructors specified in paragraph G. For part-time faculty who are compensated for office hours, their minimum standard shall increase by the number of office hours required. (Education Code 22138.5.c.)
- f. For the purposes of STRS reporting the minimum standard for part-time faculty teaching non-credit courses shall be based upon 875 instructional hours. For the purposes of STRS reporting the minimum standard for part-time faculty employed as counselors, librarians, or other non-teaching positions shall be based upon 1050 hours. For part-time faculty who are compensated for office hours, their minimum standard shall increase by the number of office hours required.
- g. Flex activities (4 days contingent upon State and district approval of the activities shall be a part of the 177-day contract.) Faculty absence from flex activities shall be treated as any other absence from work.

Part-time faculty members are not required to participate in flex activities. However, part-time faculty may attend institutionally planned flex activities and receive one (1) hour of compensation per activity.

- h. The District will provide no fewer than nine (9) hours of consecutive elapsed time between the end of the last regular contract assignment on one day and the beginning of the first regular contract assignment on the following day.
- i. All faculty shall participate in the graduation proceedings. Graduation day shall be considered as part of the 177-day contract. If a faculty member is absent for graduation the faculty member shall fill out the appropriate absentee form and have it approved in advance of the graduation from the appropriate Chief District Officer.
- j. Unit member participation in prison graduation ceremonies is optional. Unit members who choose to participate outside of contracted instruction days will be paid \$50 per day to attend any of the graduations. The District will provide transportation to unit members attending the ceremony at no cost to the unit member.

#### 4.12. LOAD STUDIES

The District, in cooperation with faculty and Association, may, by mutual consent, initiate experimental activities in load determination in academic areas if deemed appropriate.

#### 4.13. ACCOUNTABLE TIME NON TEACHING FACULTY

- a. Accountable Time On Task:-Non teaching faculty (Counselors, Learning Skills Center, Coordinators/Directors and Librarian) will spend not less than thirty-five (35) accountable hours per week on task.
- b. The type of non teaching assignments that faculty may be required to do may change from semester to semester.
  - (1) Non-teaching faculty may meet their thirty-five (35) hours responsibility with five (5) days per week of on-task.
  - (2) Non-teaching faculty may alter the days and hours to be worked with the written consent of the appropriate Chief District Officer.

#### 4.14. HOLIDAYS

Employees shall observe those holidays which are specified according to the District academic calendar of work days.

#### 4.15. DISTANCE EDUCATION

- a. The term “Distance Learning” is a teaching mode in which a faculty member delivers educational services from a physical location different from that of the student. The term encompasses a variety of delivery methods including, but not limited to, distance education, correspondence, e-mail, videotape, teleconference, and television or radio transmission. For clarity, the term “face-to-face” describes the process of educational program delivery other than Distance Learning. Face-to-face delivery is defined as traditional classroom or independent study arrangements in which the faculty member teaches students who are physically present in the same location as the faculty member.

- b. Distance Learning students shall be enrolled in sections separate from face-to-face sections of the same course and shall be subject to standards governing class size given in Paragraph “f,” below. When enrollments in either the Distance Learning or face-to-face sections, or both, are not sufficient to ensure continuation of the section in any particular semester, then by mutual agreement of the Chief Instructional Officer and the faculty member, such sections may be combined into a single section for that semester, provided the combined section meets the standards governing class size delineated in Paragraph f of this Amendment. The combining of Distance Learning and face-to-face sections, as described in this Paragraph, does not constitute “Courses Taught Simultaneously,” as defined in Section 4.10.b of the Agreement.
- c. Academic standards, including the scope and breadth of subject matter, grading standards, and evidence of student learning, of Distance Learning sections, or sections combining Distance Learning and face-to-face learners, shall be the responsibility of the faculty member teaching the course and shall be comparable to the academic standards of face-to-face sections. All new courses proposed for Distance Learning program delivery shall be subject to review by the Curriculum Committee of the Academic Senate and evaluated by the same standards as face-to-face courses. Distance Learning courses shall include regular and substantive interaction between students and the instructor. (34 C.F.R. § 600.2.) Syllabi for Distance Education classes will be available to the Office of Instruction before the start of classes.
- d. Policies governing the ownership rights to works, inventions, and materials, hereinafter referred to as Intellectual Property, produced for the delivery of Distance Education instruction shall be identical to those policies governing the ownership rights to Intellectual Property produced for face-to-face courses:
- (1) The Association and District agree that all Intellectual Property that is the product of a faculty member’s mind, time, talent and effort shall be, with the exceptions described below, the sole and exclusive property of the faculty member who created it.
  - (2) Intellectual Property includes, but is not limited to, books, articles, illustrations, dramatic and musical compositions, fictional and non-fictional narratives, syllabi, lectures, classroom exercise and simulations, multimedia content, examinations, analyses, works of art or design, photographs, films, video and audio recordings, computer software, architectural and engineering drawings, and choreographic designs.
  - (3) Intellectual Property created by a faculty member may be produced and recorded in print, film, electromagnetic, or any other tangible form.
  - (4) The recording and production of Intellectual Property shall be accomplished with District support customarily provided to a unit member as part of the unit member’s assignment, and may include support services provided by other employees, the use of computers, printers, cameras, photocopying machines and office supplies, the use of an assigned office and telephone, and the use of any other device owned by the unit member or the District.

- (5) If a faculty member, in addition to or as part of the faculty member's regular assignment, is employed and compensated by the District to create Intellectual Property as the primary purpose of that employment, the Intellectual Property shall be known as Work for Hire and shall be subject to joint ownership between the faculty member and the District. The terms of ownership shall be agreed to in writing by the faculty member and the District and shall be subject to approval by the Association prior to the commencement of the Work for Hire.
  - (6) Educational materials purchased with District funds shall remain the property of the District.
  - (7) A "Request for Approval of a Course," also known as a "course outline," shall remain the property of the District.
  - (8) Any dispute between a faculty member and the District regarding the rights of ownership of Intellectual Property shall be resolved by an independent arbitrator selected by mutual agreement of the faculty member, the Association and the District. The expense of the independent arbitrator shall be paid by the District. The decision of the independent arbitrator shall be final and binding upon the Association and the District.
- e. The teaching load of Distance Education courses, and sections of courses, shall be defined in the same terms as the teaching load of face-to-face courses, and sections of courses, namely, the CTLC method as defined in the Agreement.
  - f. Class size for Distance Education sections, and for sections combining Distance Education and face-to-face students, shall be limited to a maximum of 29 students for each class section, unless the faculty member authorizes additional students for that section. Sections with fewer than 10 students are subject to cancellation, unless the Chief Instructional Officer authorizes fewer students for that section.
  - g. Faculty members are encouraged to incorporate appropriate technology resources available to facilitate learning both in Distance Education and face-to-face teaching modes. Because Distance Education instruction delivery offers special opportunities for the use of certain instructional technologies such as videotaping, multimedia presentations, on-line, teleconferencing, and others faculty members teaching Distance Education are especially encouraged to use such technologies in their courses. Faculty members seeking guidance, advice, training and other assistance in the use of technologies in Distance Education classes may consult with the Assistant Dean of Distance Education for such assistance.
  - h. Distance Education courses are subject to the same management "right of assignment" rules as face-to-face classes.
  - i. The Registrar shall request of each student enrolled in a Distance Education class a signed authorization granting release of the following contact information about that student to the faculty member teaching the Distance Education class: Current home address or mailing address, home telephone number, work phone number, if applicable, and e-mail address. The Registrar shall provide student contact information to the appropriate faculty member prior to the first day of class each semester, or in the case of



late registration, no later than three business days following the date of the student's registration. In the event the student refuses to authorize the release of contact information to the faculty member, the student must acknowledge in writing that he or she is responsible for contacting the faculty member within five (5) business days of the date of registration. Failure to hear from a student by the end of the sixth (6th) week of classes in the semester allows the faculty member to initiate a withdrawal of that student from the class. Faculty members are encouraged to conduct a face-to-face orientation with all Distance Education students during the first week of classes each semester, when such an orientation is feasible.

- j. To assist faculty members unfamiliar with Distance Education, and to assist faculty members seeking to develop their skills in teaching Distance Education courses, training and development programs shall be provided to faculty, when feasible, during Flex Day or other faculty development occasions, by various parties, including but not limited to, the Assistant Dean of Distance Education, computer information and office technologies faculty members, other faculty members and staff, technical personnel, and external consultants. Training may include, but shall not be limited to, developing and delivering on-line courses, examining the special needs of Distance Education learners, developing teleconferencing skills and programs, and others.
- k. The District shall assist faculty members teaching Distance Education in various ways, including, but not limited to, providing training in course delivery methods that incorporate technology; providing faculty with technical support in media production (including duplicating services); assisting faculty in developing and implementing policies affecting Distance Education course delivery; coordinating program implementation with faculty, academic counseling and District management personnel; and articulating expectations as to academic standards to prospective students.

#### 4.16 PART-TIME UNIT MEMBER REEMPLOYMENT PREFERENCES

- a. Part-Time Unit Member assignments shall be made to in order to meet the needs of the District and in consideration of the following factors:
  - (1) Qualifications
  - (2) Satisfactory evaluations
  - (3) The availability, willingness, and expertise of part-time faculty to teach specific classes or take on specific assignments that are necessary for student instruction or service
  - (4) Appropriate assignments for full-time faculty members
  - (5) The scheduling needs of the District
  - (6) Hire date and the number of courses taught or hours worked by unit members performing non-instructional duties, at the District

In all cases, Part-Time Unit Member assignments shall be temporary in nature, contingent on enrollment and funding, and subject to program changes. No Part-Time Unit Member shall have reasonable assurance of continued employment at any point, irrespective of the status, length of service, or reemployment preference of that Part-Time Unit Member.

- b. Eligibility: After eight semesters of employment within eight consecutive years with the District, with an assignment of at least three units or 20% of a full time assignment for

non-instructional unit members for each of the eight semesters, a Part-Time Unit Member shall be entitled to reemployment preferences, provided that the member has not received less than a satisfactory evaluation during the four prior years.

- (1) Within the schedule of classes/hours as determined by the District, Part-Time Unit Members with reemployment preferences will have a preference over other part-time faculty members to continue teaching/working a load equal to no less than 20% of a full-time unit member load.
- (2) Any additional assignments shall be made at the District's discretion after all assignments based on reemployment preference have been made each semester. Upon completing all assignments based on reemployment preference, the District may assign the Part-Time Unit Member additional work up to a maximum of 67% per academic year.
- (3) Work performed during summer session shall not be counted in determining a Part-Time Unit Member's load.
- (4) Part-Time Unit Members who have achieved reemployment preference will lose reemployment preference if they receive two negative evaluations including an improvement plan between evaluations. Part-Time Unit Members who have not achieved reemployment preference who receive an unsatisfactory evaluation shall lose time served toward reemployment preferences.
- (5) The reemployment preference articulated in this Section are for initial scheduled assignments only and are for units/percentage of load, not specific courses. In the event a class/assignment is canceled, there are no bumping rights.

c. Termination of Reemployment Preference of Part-Time Unit Members

- (1) Part-time Unit Members with Reemployment preference may be removed from the reemployment preference process by the District for the following:
  - (a) Negative evaluation for two consecutive evaluation cycles with a failure to improve after an improvement plan is developed and reevaluation is concluded.
  - (b) Refusal of an assignment for more than one (1) semester within a three-year period without legitimate cause. Legitimate cause is illness of the Part-Time Unit Member or a member of the Part-Time Unit Member's immediate family or a call to military service. Refusal of a second (2nd) assignment within the three-year period without legitimate cause may result in the Part-Time Unit Member's removal from the reemployment preference process.
- (2) Part-Time Unit Members without Reemployment preference may be terminated or not rehired by the District in accordance with the Education Code and applicable law.

## ARTICLE 5 FACULTY EVALUATION PROCEDURE

## 5.1. GENERAL MATTERS CONCERNING UNIT MEMBER EVALUATION

## a. Purpose of Evaluating Unit Members

Because competence is a presumption of initial hiring, the primary purposes of evaluation are: to enhance performance; to promote excellence by providing positive reinforcement, constructive advice, and specific recommendations for improvement; and to further institutional goals and student learning outcomes.

## b. Evaluation Criteria

Because full-time faculty members and faculty organizations have a professional responsibility for improving instruction and actively participating in the processes ensuring that the courses and programs provided by the College remain in compliance with accreditation standards, faculty participation in the development, assessment and review of goals, standards and outcomes (including Student Learning Outcomes) for courses, programs and the college as a whole remains an integral part of full-time faculty work.

Unit members shall be evaluated in the following areas:

- (1) Knowledge of subject area (s)
- (2) Performance of responsibilities
- (3) Professional growth and development
- (4) Participation in Student Learning, Course, and Program Assessment, and the cycle of continuous review and improvement.

## c. Evaluation Information

- (1) All evaluation information shall be factual and shall not include unsubstantiated information such as rumors, gossip, or anonymous letters.
- (2) Students' written comments provided as part of the evaluation process shall not be excluded from consideration in the evaluation process.
- (3) Unit members may be evaluated, where appropriate, for their use of learning management systems (e.g., Bridge/CANVAS), course websites, "chat rooms," and other "virtual" means of providing instruction, student conferences, and office hours. The use of all other "electronic media," such as Rate My Professor, Twitter, or personal communications from off-campus sites shall be prohibited.
- (4) Evaluations shall also include Instructional development and improvement efforts, including participation in developing, assessing, planning, evaluating, maintaining student learning outcomes and, when applicable, program learning outcomes, and a description of how the unit member uses the results of the

assessment of learning outcomes to improve teaching and learning. (See ACCJC Standard III(A)(6).)

Individual, full-time unit members may be evaluated for their participation in these processes as part of their professional obligations in the classroom, division, and shared governance organizations, but never for their achievement of any kind of productivity quotas for student enrollment, retention or success in achieving outcomes. Where enrollment, retention, student success, student satisfaction and similar measures are assessed by Divisions or by the District as part of the program review, SLO processes, or processes for ensuring compliance with accreditation standards, they shall be published without identifiers of individual unit members, and only in terms of assessing programs, divisions, and college wide achievements as a whole.

- (5) No evaluation shall be based upon information unrelated to the unit member's performance. The private life of a unit member, including religious, political, and organizational affiliations, age or sexual orientation, or any other protected category shall not be a part of the unit member's evaluation process in any manner whatsoever.
- (6) All evaluation materials shall be in writing and presented to the unit member, who has the option of signing or not signing the material. The unit member's decision shall be so noted and dated by the appropriate District Officer.
- (7) Events that occurred prior to the last scheduled regular evaluation and not included in the last scheduled regular evaluation shall not be included in the current evaluation process. This does not prohibit remediation plans developed as part of the most-recent evaluation.

d. Evaluation Documents

The following are the documents that may be used in the evaluation process for teaching and non-teaching faculty, as incorporated in this Article by reference and attached to this Article in the Appendix.

- (1) Faculty Evaluation Committee Statement
- (2) Peer Observation Report for Teaching Faculty
- (3) Peer Observation Report for Non-Teaching Faculty
- (4) Peer Observation Report-Addendum for Clinical Nursing Faculty
- (5) Peer Observation Narrative for Teaching Faculty
- (6) Peer Observation Narrative for Non-Teaching Faculty
- (7) Professional Development Self-Evaluation Statement
- (8) Professional Development Self-Evaluation Statement for Non-Teaching Faculty
- (9) Student Evaluation of Teaching Faculty Member (Face-to-Face)
- (10) Student Evaluation of Teaching Faculty Member-Nursing Addendum
- (11) Student Evaluation of Teaching Faculty Member (Correspondence Education/Distance Education)
- (12) Student Evaluation of Non-Teaching Faculty Member
- (13) Administrative Evaluation - Full-Time (Teaching and Non-Teaching)

- (a) Overall Assessment
  - (b) Areas of Strength, Areas Needing Improvement, Remediation Plan
  - (c) Remediation Plan Follow-up
  - (d) Criteria Guide
- (14) Part-Time Forms (Teaching and Non-Teaching)
- (a) Student Evaluation of Part-Time Teaching Faculty (Face-to-Face)
  - (b) Student Evaluation of Part-Time Teaching Faculty (Correspondence Education/Distance Education)
  - (c) Student Evaluation of Part-Time Non-Teaching Faculty
  - (d) Administrative Evaluation - Part-Time (Teaching and Non-Teaching)
    - 1. Overall Assessment – Part-Time
    - 2. Areas of Strength/Areas Needing Improvement
    - 3. Criteria Guide

For the purposes of evaluation, all ITV and online instruction shall be evaluated employing the Peer Observation Narrative, and administrative evaluation forms employed for face-to-face modes of instruction.

e. Chief Instructional Officer and Chief Student Services Officer

This evaluation procedure is designed for all unit members, including teaching faculty, counseling and other non-teaching faculty and part-time faculty. Depending on their functions as outlined in their job descriptions, some unit members report to the Chief Instructional Officer, while other unit members report to the Chief Student Services Officer or designee. Where the roles of the Chief Officers in the evaluation process are identical, the term “appropriate District Officer” shall refer herein either to the Chief Instructional Officer or the Chief Student Services Officer, or their respective administrator designees. All evaluations shall be reviewed and signed by the Chief Instructional Officer and/or Chief Student Services Officer.

f. Weeks Defined

- (1) The term “week of instruction,” as used in the Article, shall correspond to the week of instruction indicated on the current year’s Academic Calendar, as approved by the Board of Trustees.
- (2) For classes scheduled other than on an 18-week semester, the time periods for the completion of evaluation steps shall be in proportion to an 18-week semester. For example, the twelfth (12th) week of an 18-week class shall be the same as the sixth (6th) week of a 9-week class.

g. Definition of Other Key Terms

- (1) The term “tenured faculty” is used in this Article to mean a unit member who has been granted full-time permanent status by the District. A tenured faculty member may also be referred to as a “regular” employee.
- (2) The term “contract faculty” is used in this Article to mean a unit member who is serving in a probationary status and has not yet been granted regular, full-time

permanent status by the District. A contract faculty member may also be referred to as a “probationary” employee.

- (3) The term “adjunct faculty” is used in this Article to mean a temporary, part-time faculty member.

## 5.2. FACULTY EVALUATIONS AND THE GRANTING OF REGULAR STATUS (TENURE)

- a. The decision to grant regular status (tenure) to a contract faculty member is made by the Board of Trustees on recommendation of the Superintendent/President and the appropriate District Officer.
- b. The recommendation by the Superintendent/President and the appropriate District Officer is based on the work performance of the contract faculty member as documented by the results of the faculty member’s evaluation.
- c. Steps Leading to the Granting of Regular Status (Tenure)

The faculty and District shall adhere to the tenure process for community colleges outlined in the California Education Code, namely:

- (1) If a contract employee is working under his or her first contract, the governing board, at its discretion and not subject to judicial review except as expressly provided in the California Education Code, shall elect one of the following alternatives:
- (a) Not enter into a contract for the following academic year.
  - (b) Enter into a contract for the following academic year.
  - (c) Employ the contract employee as a regular employee (tenured) for all subsequent academic years.
- (2) If a contract employee is working under his or her second contract, the governing board, at its discretion and not subject to judicial review except as expressly provided in the California Education Code, shall elect one of the following alternatives:
- (a) Not enter into a contract for the following academic year.
  - (b) Enter into a contract for the following two academic years.
  - (c) Employ the contract employee as a regular employee (tenured) for all subsequent academic years.
- (3) Upon completion of a contract employee’s third consecutive contract entered into pursuant to the California Education Code, the governing board shall elect one of the following alternatives:
- (a) Employ the probationary employee as a regular (tenured) employee for all subsequent academic years.
  - (b) Not employ the probationary employee as a tenured employee

- f. Offering of Contract by March 15

Faculty members successfully completing each step leading to the granting of tenure described in paragraph I shall be so notified by the appropriate Chief District Officer and offered a contract no later than the March 15 preceding the academic year to which the contract applies.

### 5.3. FACULTY EVALUATION PROCEDURE

All teaching and counseling faculty, whether full-time, part-time, or adjunct (including counsellors, administrators, and retirees employed as an adjunct or for “overload” outside their primary assignment) are to be evaluated during their first semester of employment whether this takes place during the Fall or Spring semester.

Subsequently, full-time faculty are to be routinely evaluated during the Fall semester, and part-time/adjunct faculty are to be routinely evaluated during the Spring semester, in the absence of identified emergencies or a faculty member’s explicit request in the course of any “remediation,” process. All such “emergency,” modifications of the evaluation schedule require agreement of the affected full-time, part-time, or adjunct faculty member.

All unit members are to be evaluated according to the yearly schedule already set forth in the Agreement with regard to progress towards tenured status, the evaluation of tenured faculty, and the evaluation of part-time/adjunct faculty; i.e. probationary full-time faculty are evaluated during their first, second, third and fourth years of employment and every three years thereafter, while part-time/adjunct faculty are evaluated during their first semester of employment and every three years thereafter.

#### a. Overview

- (1) Tenured faculty members are evaluated once every three years, beginning in the third academic year following the academic year in which tenure was granted.
- (2) Contract faculty members, consisting of faculty members employed in their first (1st) second (2nd), third (3rd) or fourth (4th) year of service, are evaluated once each year.
- (3) The evaluation process for tenured and contract faculty members begins in the Fall Semester and concludes by February 15 of the following Spring Semester.
- (4) Upon completion of the evaluation process, documents pertaining to the evaluation shall be placed in the faculty member’s permanent personnel file. The documents used in the faculty evaluation process are listed in Section 5.1.d.
- (5) For contract faculty members beginning service in the Spring Semester, all steps in the evaluation process outlined in this Article, including time periods for the granting of tenure, shall apply, except that the evaluation process for the first (1st) year of service shall be completed no later than February 15 of the following year after the start of service.

#### b. Notification

- (1) For all teaching and non-teaching faculty undergoing evaluation, the evaluation process begins with notification of upcoming evaluation between the first (1st) and third (3rd) weeks of the semester.
  - (2) The Chief Human Resource Officer shall prepare the evaluations packets for pickup by faculty by the end of the fourth (4th) week of the semester.
  - (3) The division chair shall meet individually with the evaluatee during the fifth (5th) week (a meeting that is optional for part-time and adjunct faculty, and may be carried out via e-mail and other media).
  - (4) The division chair shall complete the Faculty Evaluation Committee Statement for delivery to the appropriate District Officer by the end of the sixth (6th) week.
  - (5) The selection of peer evaluators and scheduling the classroom visit shall occur by the end of the sixth (6th) week.
  - (6) The evaluatee shall complete and deliver the Professional Development Self-Evaluation Statement to the Division Chair by the end of the seventh (7th) week.
  - (7) The administration of student evaluations shall be completed by the end of the eighth (8th) week.
  - (8) The evaluatee meeting with the division chair and/or peer evaluators shall be completed by the end of the tenth (10th) week.
  - (9) The District Officer's staff shall deliver summaries and tabulations of the student evaluation forms to all members of the faculty Evaluation Committee by the end of the tenth (10th) week.
  - (10) The division chair or peer evaluators shall deliver completed evaluation documents to the appropriate District Officer by the end of the twelfth (12th) week.
  - (11) The District Officer shall complete and deliver his or her Administrative Evaluation by the end of the fifteenth (15th) week.
  - (12) Any conferences regarding the evaluation process and outcomes between the District Officer and faculty concluded by the end of the sixteenth (16th) week of the semester.
- c. Selection of Peer Evaluators and Formation of Faculty Evaluation Committee
- (1) Two tenured peer faculty evaluators are required in the evaluation of faculty members. For teaching faculty, one of the faculty evaluators shall be the chair of the division to which the faculty member is assigned. For non-teaching faculty, one of the faculty evaluators may be the chair of the division to which the faculty member is assigned.



- (2) By the end of the fourth (4th) week of instruction the division chair and the faculty member being evaluated shall form the Faculty Evaluation Committee, consisting of the division chair, faculty member being evaluated and a second peer evaluator, who shall be selected by the mutual agreement of the division chair and faculty member.
- (3) For teaching faculty, the second faculty evaluator shall be from the same or closely-related discipline as the faculty member being evaluated. For non-teaching faculty, the faculty evaluators shall be from the same or closely-related area as the faculty member being evaluated.
- (4) For teaching faculty, the second faculty evaluator shall not serve as the evaluator for the same faculty member for more than two (2) consecutive academic years. For non-teaching faculty, neither faculty member shall be required to serve as an evaluator for the same faculty member for more than two (2) consecutive academic years.
- (5) In the event a peer faculty evaluator cannot be selected, the appropriate District Officer shall meet with the affected faculty members, hear the issues, and facilitate the selection of peer observers by the end of the fourth (4th) week of instruction.
- (6) If the faculty member being evaluated is the division chair, the division chair shall select two peer evaluators from among tenured faculty to form the Faculty Evaluation Committee.
- (7) The division chair shall document the formation of the Faculty Evaluation Committee by completing the Faculty Evaluation Committee Statement and shall deliver it to the appropriate District Officer by the end of the fourth (4th) week of instruction.

d. Student Evaluation of Non-Teaching Faculty Member

- (1) By the end of the eighth (8th) week of instruction, a full-time staff member of the office of the appropriate District Officer will have administered the student evaluation of faculty member for each faculty member being evaluated. For non-teaching faculty, student evaluations shall be administered to a maximum of thirty (30) students. The forms shall be the Student Evaluation of Non-Teaching Faculty member.
- (2) By the end of the tenth (10th) week of instruction, the staff of the appropriate District Officer shall have completed tabulations and summaries of the student evaluation forms and shall have distributed the summaries and tabulations to members of the Faculty Evaluation Committee. The office of the appropriate District Officer shall retain copies of all evaluation documents, including original student evaluation forms. Only summary information will be retained beyond the evaluation year. Original student evaluation forms shall be shredded by the staff of the appropriate District Officer upon completion of the evaluation process.

- (3) The faculty and District recognize the confidential nature of student observations and are committed to assuring that confidentiality will be maintained throughout the evaluation process.

e. Student Evaluation of Teaching Faculty Member

- (1) By the end of the eighth (8<sup>th</sup>) week of instruction, a full-time staff member of the office of the appropriate District Officer will have administered the student evaluation of faculty member for each faculty member being evaluated. For instructional faculty, student evaluations shall be administered in a maximum of two (2) classes, one of which may be a distance education class. The forms shall be either the Student Evaluation of Faculty Member—Face-to-Face or Student Evaluation of Faculty Member—Distance Education, or both, as appropriate.
- (2) By the end of the tenth (10<sup>th</sup>) week of instruction, the staff of the appropriate District Officer shall have completed tabulations and summaries of the student evaluation forms and shall have distributed the summaries and tabulations to members of the Faculty Evaluation Committee. The office of the appropriate District Officer shall retain copies of all evaluation documents, including original student evaluation forms. Only summary information will be retained beyond the evaluation year. Original student evaluation forms shall be shredded by the staff of the appropriate District Officer upon completion of the evaluation process.
- (3) The faculty and District recognize the confidential nature of student observations and are committed to assuring that confidentiality will be maintained throughout the evaluation process.

f. Peer Evaluators' Classroom Observations and Reporting

- (1) By the end of the eleventh (11<sup>th</sup>) week of instruction, peer evaluators will arrange with the faculty member being evaluated to observe a classroom or laboratory session at a mutually agreed upon date and time. The peer evaluators shall use the Peer Observation Report and Peer Observation Narrative forms in reporting the results of their classroom observations.
- (2) Each peer evaluator shall prepare his or her own Peer Observation Report and Narrative.

g. Professional Development Self-Evaluation Statement

By the end of the seventh (7<sup>th</sup>) week of instruction the faculty member will write and deliver to the division chair (or to the two peer evaluators if the division chair is the faculty being evaluated) a completed Professional Development Self- Evaluation Statement.

h. Meeting with Teaching Faculty Member and Division Chair

- (1) By the end of the tenth (10<sup>th</sup>) week of instruction, the faculty member being evaluated shall meet with the division chair (or with the two peer evaluators if the

division chair is the faculty being evaluated) to review and discuss all evaluation documents completed to date, which shall consist of:

- (a) Peer Observation Reports
- (b) Peer Observation Narratives
- (c) Professional Development Self-Evaluation Statement
- (d) Copies, provided by the staff of the appropriate District Officer, of summaries of Student Evaluations of Faculty Member (Face-to Face and Distance Education)

(2) By the end of the twelfth (12<sup>th</sup>) week the division chair (or one of the peer evaluators if the division chair is the faculty being evaluated) shall deliver to the appropriate District Officer the evaluation documents completed to date:

- (a) Peer Observation Reports
- (b) Peer Observation Narratives
- (c) Professional Development Self-Evaluation Statement

i. Meeting with Non-Teaching Faculty Member and Division Chair

(1) By the end of the tenth (10<sup>th</sup>) week of instruction, the faculty member being evaluated shall meet with the division chair (or with the two peer evaluators if the division chair is being evaluated) to review and discuss all evaluation documents completed to date, which shall consist of:

- (a) Peer Evaluation Reports
- (b) Peer Evaluation Narratives
- (c) Professional Development Self-Evaluation Statement

(2) By the end of the twelfth (12<sup>th</sup>) week, the Non-teaching Faculty Evaluation Committee shall deliver to the appropriate District Officer the completed evaluation documents.

j. Administrative Evaluation and Conference

In full-time faculty evaluation, the tools for assessing or documenting such faculty work as part of the Administrative Evaluation are limited to the following:

- a. course syllabi;
- b. the Professional Self-Evaluation Statement;
- c. records of division-level work on Student Learning Outcomes, Program Review, Course Outlines of Record, and other relevant processes;
- d. records of participation in shared governance committees;
- e. records of delivering faculty education via Flex and other presentations;
- f. records of conference and other participations outside the College itself,
- g. evaluation forms.

(1) By the end of the fifteenth (15<sup>th</sup>) week of instruction, the appropriate District Officer shall complete and deliver to the teaching faculty member the completed

Administrative Evaluation. The Administrative Evaluation shall be based on his or her review of all documents completed, namely:

- a. Peer Observation Reports
- b. Peer Observation Narratives
- c. Professional Development Self-Evaluation Statement
- d. Summaries of Student Evaluations of Faculty Member (Face-to Face and Distance Education)

- (2) By the end of the fifteenth (15th) week of the semester, the appropriate District Officer shall complete and deliver to the non-teaching faculty member the completed Administrative Evaluation. The Administrative Evaluation shall be based on his or her review of all documents submitted.
- (3) The faculty member being evaluated or the appropriate District Officer may request an evaluation conference to review the evaluation process and its results. The conference shall take place no later than the end of the sixteenth (16th) week of instruction.
- (4) For non-teaching faculty, either the faculty member or the appropriate District Officer may request the presence of the faculty Evaluation Committee at the evaluation conference.

k. Remediation Plan

- (1) In the event a contract or regular faculty member receives an unsatisfactory evaluation finding as determined by, a) an overall score of less than twenty (20) on the Administrative Evaluation for Teaching Faculty, b) an overall score of less than twenty (20) on the Administrative Evaluation for Non-Teaching Faculty, or c) of eight (8) or more scores of zero (0) or one (1) across all the multiple measures of evaluation for teaching and non-teaching faculty, the appropriate District Officer shall state in writing in the Administrative Evaluation the specific areas in which the faculty member needs improvement and a remediation plan for the faculty member.
- (2) The completion of a remediation plan shall not be required for any contract faculty who has been formally notified that he or she will not be renewed by March 15.
- (3) For purposes of this section, only the student evaluation summary shall be used, and only whole numbers on the student evaluation summary shall be used. That is, decimals are always rounded down.
- (4) The appropriate District Officer may, at his or her option, make a classroom or counseling session observation visit in order to further the formulation of the remediation plan.
- (5) For all full-time teaching and non-teaching faculty undergoing the remediation process pursuant to an unsatisfactory evaluation, the appropriate District Officer shall include:

- (a) a clear identification of the reasons for the unsatisfactory evaluation,
- (b) a clear statement of the goals for the remediation process,
- (c) a “deadline,” date no later than the sixth (6th) week of the following semester for the conclusion of the remediation process, and
- (d) communication to the affected faculty member no later than the last day of the semester during which the evaluation shall have taken place. The Administration shall inform the affected faculty member of the success or failure of the remediation process no later than March 1 of the Spring semester.

1. Appeal Process

The unit member may grieve the evaluation process (including any attempt by the District to introduce anonymous materials, personal attacks, or forms/documents unspecified in the evaluation process outlined by this agreement), but not the contents of the evaluation materials.

The unit member may submit comments, a rebuttal statement, and/or supporting documentation regarding the evaluation after receipt of the final, signed evaluation form. The unit member’s submission will be attached to the evaluation and included in the unit member’s permanent personnel file.

m. Adjunct Faculty Evaluations for Teaching Faculty

- (1) The District and Association agree that all part-time/adjunct faculty are evaluated,
  - (a) only in terms of the “peer observation,” and “administrative assessment,” forms intended for part-time faculty, and
  - (b) the various student evaluation forms intended for full-time faculty in the various modes of instruction, and that this includes all part-time/adjunct faculty in non-credit programs.

All part-time/adjunct faculty shall submit the Professional Development Self Evaluation Statement employed by full-time faculty.

All part-time and adjunct faculty members, whether for /credit or non-credit instruction, are required to participate in the development and improvement of learning outcomes, program review, and other processes relevant to accreditation by submitting student learning outcomes assessments at the end of each semester, and shall be made an obligatory subject of their evaluation. These student learning outcomes assessments shall be for their individual courses, and only these individual course assessments may be considered as an obligatory aspect of their evaluation. The part-time or adjunct faculty member who chooses to participate in learning outcomes, program review, and accreditation processes beyond the level of individual courses shall have the right to have their documentation of that participation included for consideration in their evaluation at their own discretion alone. No record of the rates of “student retention,” “student success,” or other similar measures may be considered as part of a faculty member’s evaluation

process or included in their permanent personnel file, except in the extraordinary conditions described under Article 8 (“Safety Conditions of Employment”) or Section 9.2.d (“Discipline”) of the CBA.

The positive contributions of a part-time and adjunct faculty shall be taken into account as part of their Administrative Evaluation.

The tools for assessing such work as part of the Administrative Evaluation shall be limited to:

- a. course syllabi,
- b. the Professional Development Self-Evaluation Statement,
- c. other record of work, conference participation, student learning outcome assessment, and other documentation as the faculty member may choose to supply, and
- d. peer and administrative observations.

- (2) All classroom adjunct faculty observation scheduling records shall be maintained by the Chief Human Resources Officer in support of the Chief Instructional Officer.
- (3) Evaluations shall be administered in the first (1st) or second (2nd) semester of the adjunct faculty member’s employment, and a minimum of every two (2) years thereafter.
- (4) By the first (1st) week of the Fall Semester, the Chief Human Resources Officer shall have ready for distribution packets containing all evaluation documents for adjunct faculty, listed herein in Section 5.3.m.(1).
- (5) The Chief Instructional Officer shall confer with division chairs, the Assistant Dean of Distance Education, the Needles Center director, and the Chief Human Resources Officer at the beginning of each semester to prepare a schedule for the classroom evaluation of adjunct faculty for the Blythe campus and the Needles Center.
- (6) The Chief Human Resources Officer shall be responsible for tabulating and summarizing all student evaluations and providing the summaries to the Chief Instructional Officer.
- (7) Because of the large number of adjunct faculty, and in light of the geographic distance between the Blythe campus and Needles center, the evaluations of adjunct faculty would be handled in the spirit of collegiality and shared responsibility. The following individuals form the pool from which to schedule classroom observations and student evaluations of adjunct faculty:
  - (a) Blythe campus: division chair or division chair’s designee, Assistant Dean of Distance Education, Associate Dean of Nursing, Chief Instructional Officer.

- (b) Needles Center: division chair or division chair's designee, Assistant Dean of Distance Education, Associate Dean of Nursing, Chief Instructional Officer, Director of the Needles Center.
- (8) The evaluator conducting the classroom observation shall contact the adjunct faculty member prior to the end of the semester in which the observation took place and arrange a meeting for review of the observation results.
- (9) In the event of a rating of unsatisfactory, as evidenced by a score of less than twenty (20) on the Peer Observation Report, the adjunct faculty member may request, at his or her option, that the Chief Instructional Officer schedule another classroom observation by a peer evaluator or by an administrative evaluator.
- n. Adjunct Faculty Evaluations for Non-Teaching Faculty
- (1) Evaluations of non-teaching adjunct faculty shall be performed by a full-time faculty member mutually agreed upon by the division chair and the non-teaching faculty member being evaluated. All part-time and adjunct faculty members, whether for /credit or non-credit instruction, are required to participate in the development and improvement of learning outcomes, program review, and other processes relevant to accreditation by submitting student learning outcomes assessments for individual assignments or courses at the end of each semester, and shall be made an obligatory subject of their evaluation. These student learning outcomes assessments shall be for their individual assignments, and only these individual assessments may be considered as an obligatory aspect of their evaluation. The part-time or adjunct faculty member who chooses to participate in learning outcome, program review, and accreditation processes beyond the level of individual assignments shall have the right to have their documentation of that participation included for consideration in their evaluation at their own discretion alone. No record of the rates of "student retention," "student success," or other similar measures may be considered as part of a faculty member's evaluation process or included in their permanent personnel file, except in the extraordinary conditions described under Article 8 ("Safety Conditions of Employment") or Section 9.2.d ("Discipline") of the CBA.

The positive contributions of part-time and adjunct faculty shall be taken into account as part of their Administrative Evaluation.

The tools for assessing such work as part of the Administrative Evaluation shall be limited to:

- a. course syllabi,
  - b. the Professional Development Self-Evaluation Statement,
  - c. other record of work, conference participation, student learning outcome assessment, and other documentation as the faculty member may choose to supply, and
  - d. peer and administrative evaluations.
- (2) The schedule for evaluation of adjunct faculty members shall be maintained by the Chief Human Resources Officer in support of the appropriate District Officer. The Chief Human Resources Officer shall confer with the appropriate District

Officer, Division Chair, and appropriate supervising personnel to prepare a schedule for the evaluation of adjunct faculty.

- (3) Evaluations shall be administered in the first (1st) semester of the adjunct faculty member's employment, and routinely evaluated at a minimum of every three (3) years thereafter during the Spring semester.
- (4) By the first (1st) week of the semester, the Chief Human Resources Officer shall have ready for distribution packets containing all evaluation documents for adjunct faculty.
- (5) The peer evaluator conducting the observation shall contact the adjunct faculty member prior to the end of the semester in which the observation took place and arrange a meeting for review of the observation results.
- (6) In the event of an unsatisfactory rating, the adjunct faculty member may request an observation by a second peer evaluator, or by an administrative evaluator.

#### 5.4 REOPENER

The District and the Association recognize their mutual obligation to reopen negotiations on this Article should unforeseen problems develop in the evaluation procedure that were not anticipated at the time of original negotiations. Consequently, upon the written request of either party during the term of this Agreement, said reopened negotiations shall occur.



## ARTICLE 6 LEAVE AND TRANSFER

### 6.1. LEAVE

Conditions and terms under which unit members may be granted short and long term leaves are made part of this agreement and are included herein:

### 6.2. TRANSFER

The Association acknowledges the assignment of unit members to their duties is a function of management. The District acknowledges, however, that some elements of “transfer” may exist in the implementation of the assignment and/or reassignment of personnel.

Accordingly, for the purposes of this Article, the District agrees that no change in employment status, e.g., assignment, reassignment, transfer, or major revision of daily hours of work, will be made arbitrarily or capriciously; further, that such change of status will be made with the knowledge of the unit member involved, and with as much advance notification and planning as is practicable to allow for appropriate preparation.

### 6.3. REQUESTS FOR CHANGE OF ASSIGNMENT

Any unit member may submit a written request for reassignment to the Chief District Officer not later than two weeks prior to the beginning of any semester, or as soon as practicable in case of unexpected staffing needs. The appropriate Chief District Officer, in turn, will verify, modify, or deny such request in writing. If the decision regarding the request is not mutually satisfactory, the unit member may withdraw the unit member’s request, or appeal to the Superintendent/President. Except as provided in the “transfer” section above, the Superintendent/President’s decision shall be final.

### 6.4. FREQUENCY, DURATION OF CHANGE OF STATUS

Every effort will be made by the District to implement major changes in assignment (or hours) on an infrequent and temporary basis, and in the best mutual interests of the District, the students, and the unit member.

### 6.5. TEMPORARY LEAVES

Various forms of temporary leave are specifically provided in District policy, most of which qualify for continuance of salary during the period of leave. Some are allowable but without pay.

- a. If a unit member is absent temporarily for any reason other than those specified, a full day’s pay for each day of such absence will be deducted. This will be the annual salary of the individual divided by the number of days in the legal definition of the school year or period of annual contract as provided in the Education Code and District policy, unless the form of assignment and contract identifies a daily rate.
- b. Unless otherwise specified, the lengths of time allowed for the various forms of temporary leave are provided for full-time unit members. Unit members serving less than full-time shall be entitled to pro rata allotment of leave time under temporary leave as defined in the section where it applies to these unit members.

- c. Temporary leave without pay for any reason not coming under the provisions of those specified by policies of this District may be granted upon request of a unit member at the discretion of and subject to the approval of the Superintendent/President.

6.6. PERSONAL ILLNESS AND INJURY

Continuing good health and a high level of vitality on the part of all unit members is an obvious benefit to the program and operation of the District. The District wishes to encourage a state of good health on the part of unit members and all other staff members.

Personal illness, injury, or urgent requirements for medical treatment may confront any unit member, however. The primary purposes of granting temporary leave for absence occasioned by such misfortunes, irrespective of the code mandated requirements, are: a) to protect students and other staff members from possible spread of infection; b) to encourage the use of a substitute instructor when the health condition of the regular instructor is such as to minimize effectiveness.; c) to protect unit members from economic loss during extended absences resulting from severe illness or accident beyond control of the unit member; d) to place a premium on unit members maintaining good health.

- a. Any full-time unit member shall be entitled annually to temporary leave of absence occasioned by personal illness, injury, or necessary consultation and/or treatment by generally recognized medical practitioners in connection with such illness or injury. Said leave shall be a maximum of ten days annually for unit members serving under the academic employee Standard or Ten-Month contracts, and twelve days for those serving under the academic employee Twelve-Month contract. In addition, any unit member serving under a Standard or Ten-Month contract in either the school year prior to or the school year subsequent, who teaches during a Summer School Session shall be entitled to sick leave as follows:

- 1. 24-39 Hours ..... (0.5) Day
- 2. 40-56 Hours ..... (1) Day
- 3. 57 or More Hours.....(1.5) Days

- b. To achieve the intent of this policy, unit members are encouraged, particularly in the area of personal illness, to seek medical diagnosis, advice and therapy promptly and to utilize the provisions of this form of leave for their own well-being as well as for that of students and other staff members. The District recognizes further in the area of illness that temporary periods of high emotional stress or mental agitation occasioned by seriously disturbing incidents in the life of a unit member are a form of personal illness that can be detrimental to top job performance as any physical infection or ailment. The utilization of personal illness leave for such conditions is authorized, with expectation that reasonable constraints and limits on such use will be supplied by the integrity of the unit member in consultation with his/her the unit member’s supervisor or other District administrative personnel.
- c. A unit member granted leave under this policy shall be entitled to full-pay during the absence to which the unit member would have been entitled if not absent from the unit member’s assignment, subject to the following limitations:

- (1) For any period of leave under this policy, full pay shall be granted to a unit member up to the number of days accumulated, as provided by law, as of the end of that current school year without review by the Board.
  - (2) For any period of leave under this policy, for any unit member who has served the District full-time seven or more consecutive years, and who has less than five school months (one hundred work days) of accumulated leave to apply to the period of leave, full pay shall be granted for the first thirty days, seventy-five (75) percent pay shall be granted for thirty-one to sixty days, and fifty (50) percent pay shall be granted for sixty-one to one hundred days.
  - (3) For any period of leave of five school months or less for any unit member with less than seven full-time consecutive years of service, there shall be deducted from the salary due the unit member for any month in which the unit member is absent during this period of leave the amount actually paid a substitute employee employed to fill the unit member's position for any days of the leave not covered by accumulated personal illness leave. For any unit member for whom no substitute is employed, there shall be deducted an amount of fifty (50) percent of the unit member's daily salary rate for any days of leave not covered by accumulated personal illness leave.
  - (4) Verification or proof of illness, injury or medical consultation/treatment requiring absence under this policy may be required by the District after five consecutive work days of absence. Written verification shall be provided by a recognized and state licensed medical practitioner. When the nature of the illness or injury is such as to cause the supervisor to question the unit member's readiness to return to full assumption of the unit member's assignment, the supervisor or Superintendent/President may require written verification from a generally recognized medical practitioner as to the nature of the illness and assurance of the unit member's ability to return to work. If on any one day or if over a period of as much as three consecutive days, there shall be as much as thirty-five (35) percent of the teaching staff absent for illness, indicating the possibility of some epidemic type illness, the Superintendent/President may require for each unit member absent a written verification from a generally recognized medical practitioner as to the nature of the unit member's illness and assurance as to his/her the unit member's ability to return to work prior to that return.
- d. In addition to the foregoing, if a supervisor or manager suspects the abuse of sick leave (i.e. use of sick leave when the employee is not sick) based upon a documented pattern and behavior consistent with abuse which has been communicated to the employee, he or she may request that the unit member provide a physician's statement certifying the unit member's illness regardless of length.

#### 6.7. PART-TIME UNIT MEMBERS

Part-time unit members are entitled to sick leave on the same basis as full-time unit members, prorated on an hourly basis.

- a. Full-time unit members receive one day of sick leave per month. A working month is generally considered to be twenty-two days; therefore:

$$1/22 = .04545\% \text{ of a month}$$

- (1) For example, applying the same ratio on an hourly basis over a semester's time would be computed as follows:

$$3 \text{ hrs/wk} \times 18 \text{ wks} = 54 \text{ hrs} \times .04545 = 2.45 \text{ hours of sick leave}$$

## 6.8. PERSONAL NECESSITY

Any unit member may elect to use days of leave of absence for illness or injury allowed pursuant to Education Code Section 87763 in cases of personal necessity.

For purposes of this policy, personal necessity is defined as an unanticipated and compelling upheaval in the personal life of the unit member requiring attention which cannot be given at any other time or by any other person.

- a. Except as indicated in (b) below, unit members electing to use days for personal necessity shall be required to obtain prior approval of the Superintendent/President and to provide sufficient evidence that the request clearly falls within the scope of the definition of personal necessity.
- b. Prior approval shall not be required for leave taken for the following reasons:
- (1) Death or serious illness of a member of the unit member's immediate family.
  - (2) Accident involving the unit member's person or property, or the person or property of the unit member's immediate family. In such circumstances, the unit member will make reasonable effort to notify college authorities of the nature of the emergency and the anticipated length of the leave as soon as possible.
  - (3) Up to three of the six days provided for personal necessity may be taken at the discretion of the individual unit member for a bona-fide personal necessity not covered elsewhere in the policy. The unit member shall not be required to give a reason for taking leave for any of three days as long as the unit member notifies the Superintendent/President or other appropriate administrative officer of the unit member's intent to take leave at least forty-eight hours in advance.
- c. The remaining three days may be used upon approval of the Superintendent/President as provided for elsewhere in this policy.

## 6.9. FAMILY AND MEDICAL LEAVE

Any regular full-time unit member shall be allowed annually (non-cumulative) up to three days of leave with full pay in the event that a serious illness or injury incurred by a member of the unit member's family requires the immediate and actual presence of the unit member with the ill or injured person.

- a. For purposes of this policy section, family shall include only the following persons:
- (1) Mother, father, husband, wife, son, daughter, brother, sister.
  - (2) Mother-in-law or father-in-law of the unit member.
  - (3) Any relative of the unit member or of the spouse of the unit member living in their immediate household
- b. The District shall comply with the Family and Medical Leave Act (FMLA) of 1993 to provide up to twelve (12) weeks of unpaid, job protected leave to eligible unit members for certain family and medical reasons during any fiscal year. Unit members are eligible if they have worked for at least one year, and for 1250 hours over the previous twelve (12) months. The following leave conditions are addressed:
- (1) Birth of a child; placement of a child with the employee for adoption or foster care, guardianship, and dependent adults.
  - (2) Care for the unit member's spouse, son or daughter, or parent, or dependent who has a serious health condition;
  - (3) A serious health condition that makes the unit member unable to perform the unit member's job.
  - (4) Exercise of these family leave provisions shall be subject to the following:
    - (a) Health benefits shall continue as though the unit member were in paid status for the first twelve (12) weeks of such leave.
    - (b) Such leave for a serious health condition of the unit member shall run concurrently with similar paid and unpaid leave that are a part of this Agreement.
    - (c) This section does not replace existing leave provisions of this Agreement; it supplements such provisions.
    - (d) Vacation and illness leave may be utilized during family leave, for A and B above at the option of the unit member.
    - (e) The leave shall not constitute a break in service for longevity, seniority, or health benefits upon retirement. A unit member returning from leave shall return with no less seniority than the unit member had when the leave commenced.
    - (f) Serious health condition is an illness, injury, impairment, or mental condition that involves either inpatient care or continuing treatment as defined by the Family Medical Leave Act.
    - (g) This leave may be utilized in increments less than a consecutive twelve (12) week period

#### 6.10. BEREAVEMENT

Any unit member shall be entitled to five days of absence with full pay in the event of the death of an immediate family member, as defined in Education Code Section 87788 or of a grandchild or a person who has acted in loco parentis to the unit member or the spouse of the unit member.

Up to three days additional leave may be granted if additional time is required to reach the destination and return.

#### 6.11. PROFESSIONAL PURPOSES

The desire and organizational obligation of local teacher association officers and/or other official representatives to attend committee meetings, representative council meetings, or other organizational activities of regional, state, or national teacher associations with which the local association may be affiliated is acknowledged.

The District recognizes the value to unit members of strong active local associations and their affiliations. There is an obligation on the part of the district to support attendance at meetings, seminars, and workshops to which unit members may be sent at District expense.

- a. Any officer or other official representative designated by the association of any teacher association recognized by the District under the provisions of the Education Code 87768.5 shall be granted leave with pay to attend and participate in an official meeting or conference scheduled by the national or state headquarters or some regional segment (encompassing more than two local district chapters) of such employee organizations as it may be affiliated with state or national teacher organizations. The leave time of all officers or representatives shall be a reasonable maximum limit, based on the days of such leave in any one year being granted to any one such organization.
- b. During the school year the President of the teachers association recognized by the District under the provisions of Government Code Chapter 7 shall be granted leave to conduct association business. This leave shall be granted to each President on the basis of one-half day monthly, during the school year, not to exceed a total of two and one-half days per semester, subject to the prior approval of the Board of Trustees.

#### 6.12. JUDICIAL AND OFFICIAL APPEARANCES

- a. Any regular full-time unit member shall be entitled annually (non-cumulative) to a maximum of three days leave for the purpose of appearing as a witness in court other than as litigant or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the unit member.
- b. Any regular full-time unit member shall be entitled to leave up to a maximum of sixty working days for any one period of duty to serve when called for jury duty in the manner provided by law. Any extension of such leave beyond the sixty working days shall be referred to the Board for consideration. No more than one member of the full-time academic staff shall be granted leave for jury duty at any one time. Leaves provided under this section shall be granted with pay for the unit member up to the amount of the

difference between the unit member's regular earnings for the period covered by the leave and any amount received for juror or witness fees.

#### 6.13. QUARANTINE

- a. Any regular full-time unit member shall be entitled to leave with full pay subject to the limitations below for absence from duty because of quarantine which results from the unit member's contact with other persons having contagious disease while performing the unit member's duties, or because of temporary disability to perform the services required of the unit member because of said quarantine.
- b. If the period of quarantine extends beyond sixty days, during which colleges of the District are required to be in session or when the unit member would otherwise have been performing work for the District in any one fiscal year, the unit member shall be entitled to salary in any given month which shall be the difference between the amount due the unit member for that month and the amount actually paid a substitute employee employed to fill the unit member's position during the unit member's absence.
- c. This section applies only to quarantine of the unit member. If, subsequent to the unit member being placed on leave for quarantine, the unit member contracts an illness as result of exposure to the contagious disease, the leave for quarantine shall be terminated and the provisions of personal illness leave policy or job-incurred illness leave policy shall become effective.

#### 6.14. INDUSTRIAL ACCIDENT OR JOB-INCURRED ILLNESS

- a. Allowable leave for each industrial accident or illness shall be for the number of days of temporary disability, and shall be limited to sixty days during which the schools of the District are required to be in session or when the employee would otherwise have been performing work for the District in any one fiscal year of the same accident.
- b. Upon termination of the industrial accident or illness leave, the unit member shall be entitled to the benefits provided for personal illness leave and his absence for such purpose shall be deemed to have commenced on the day of termination of the industrial accident or illness leave, provided that if the unit member continues to receive temporary disability indemnity, the unit member may elect to take as much of his accumulated sick leave, which when added to temporary sick leave indemnity will result in payment to the unit member of not more than the unit member's full salary.
- c. Allowable leave shall not be accumulated from year to year.
- d. The leave under these rules and regulations shall commence on the first day of absence.
- e. When a unit member is absent from the unit member's duties on account of industrial accident or illness, the unit member shall be paid such portion of the salary due to the unit member for any month in which absence occurs, as when added to his temporary disability indemnity under Division 4 or division 4.5 of the Labor Code, will result in payment to the unit member not more than full salary.

- f. Industrial accident or illness leave shall be reduced by one day for each day of authorized absence regardless of a temporary disability indemnity award.
- g. When an industrial accident or illness leave overlaps into the next fiscal year, the unit member shall be entitled to only the amount of unused leave due to the unit member for the same illness or injury.
- h. During any paid leave of absence, the unit member shall endorse to the District the temporary disability indemnity checks received on account of the unit member's industrial accident or illness. The District, in turn, shall issue the unit member's salary and shall deduct normal retirement and other authorized contributions.
- i. The benefits provided by these rules and regulations shall be applicable to all unit members only after a unit member has three years of continuous service in the District, commencing on the date of employment.

#### 6.15. LONG TERM LEAVE

- a. An unit member, upon written request, may be granted a long-term leave of absence by the Board. No such leave of absence may be extended beyond twelve months, except by the renewal by the Board. Long-term leaves shall, as much as possible, be coincident with one regular school or fiscal year.
- b. Except as may be required by law, long-term leave will not normally be granted to a contract unit member.
- c. Such leave shall not constitute a break in continuity of service, but the period of leave shall be considered as employment for the various purposes of computing cumulative years of service in the District, including advancement on any salary schedule.
- d. Upon expiration of the leave, the unit member shall be reinstated in the position held by the unit member prior to the leave or in a position comparable in responsibility, there being no assurance implied herein of return to the exact assignment held prior to the leave. The Board reserves the right, subject to applicable provisions of the law, to make such changes in position assignment of the unit member upon the unit member's return from leave that will best serve the interests of the district. A unit member returning from leave will be assigned in the general contract area of faculty service in which the unit member served before going on leave.
- e. Prior to long term leave unit members should check with STRS guidelines/representative for current ruling.

#### 6.16. MATERNITY

- a. Any regular full-time female unit member shall be placed on maternity leave upon her written request to the Board when she is required to absent herself from her assignment because of pregnancy or convalescence following childbirth. Such leave in excess of accumulated sick leave shall be compensated in accordance with Education Code 87780 and the provisions of the Family Leave Act.



- b. Such leave shall be for a period of time to be determined by the unit member upon the advice of her physician and as conditions indicate.
- c. Request for leave shall be made in writing as far in advance as is practical. Beginning and ending dates for leave should be estimated by the unit member with the advice of her physician. The terms of such leave shall at all times have as prime consideration the best interest of the unit member's health and her ability to return to her assignment in good physical condition.
- d. A reduction or extension of the period of time granted may be authorized by the Superintendent/President in writing if abnormal conditions occur. In the event of interruption of pregnancy, the period of leave may be reduced or extended at the option of the unit member with the advice of her physician.
- e. If the date of termination of such leave, either as originally requested or as determined by authorized reduction in the period of leave, will return the unit member to duty at such time in the school year when, in the judgment of the Superintendent/President with the approval of the Board, it would be impractical to do so, the unit member will be placed on extended sick leave for the remainder of the semester or school year as may accommodate appropriate staffing practices (Education Code 87766), and will be compensated in accordance with Education Code 87780.

#### 6.17. PARENTAL LEAVE

The District shall provide eligible unit members with Parental Leave pursuant to Education Code section 87780.1.

#### 6.18. SABBATICAL LEAVE

- a. Upon the recommendation of the Superintendent/President of the college, the Board may permit (under certain prescribed conditions) sabbatical leaves for unit members. A sabbatical leave is a leave granted to an unit member to provide an opportunity to engage in professional study, research, travel, or employment for the purpose of self-improvement and benefit to the college through improved service. Proposed study must be beyond the earned Master's Degree.
- b. Several beneficial purposes of granting such leaves include:
  - (1) Recognition of faithful and competent unit member service.
  - (2) Improvement of professional competence and stature as a service both to the individual unit member and the District.
  - (3) Encouragement of continuity of service in the District.
- c. Sabbatical leave shall be granted only to unit members who have a minimum of six consecutive years of full-time service with the District prior to the granting of the leave and since entry into service with the District or since resuming service after any previous sabbatical leave granted by the District. The Board reserves the right to limit the number

of sabbatical leaves granted for any one fiscal year to one unit member from the total unit.

- d. A unit member requesting a sabbatical leave shall have satisfactory evaluations for a minimum of at least two evaluation periods prior to requesting the sabbatical leave.
- e. The deadline for receiving applications for sabbatical leave to be granted during any fiscal year shall be February 1 of the year immediately preceding. Except in unusual circumstances requiring an earlier decision, all applications will be considered at one time subsequent to the deadline date for application. In cases where multiple requests in excess of the authorized number of sabbaticals are received, the Superintendent/President will appoint an ad hoc committee to assist the Superintendent/President in the making of a recommendation to the Board. Committee representation shall include a unit member appointed by the Academic Senate, an administrator appointed by the Superintendent/President, and a unit member appointed by the Faculty Association. The following factors will be considered in determining the order of approval when more than one application is received:
  - (1) Length of service in the District.
  - (2) “Second time” versus “first time” requests.
  - (3) The contribution of the sabbatical request to the unit member and the College.
- f. Leave granted under this policy following six or more consecutive years of services may be for a period of one semester or one academic year or may be for two one-semester periods provide that the leave for both separate one-semester periods shall be commenced and completed within a three-year period.
- g. Compensation for unit members granted a one-semester leave shall be seventy-five (75) percent of scheduled salary. Those granted a one academic year leave, or two separate one-semester leaves, shall be compensated at sixty (60) percent of scheduled salary.
- h. Any unit member on sabbatical leave will receive such other medical and life insurance benefits as are offered to all unit members in active service if such plans permit.
- i. Unit members on sabbatical leave will receive the same credit for advancement on the salary schedule that they would receive if they were in service for the District.
- j. A unit member granted sabbatical leave shall be obligated to render a period of service to the District following the leave equal to twice the length of the period of leave.
- k. This obligation shall be assured by the furnishing of a bond if the unit member wishes to receive the sabbatical leave compensation in regular monthly payments while on leave. No bond is required if the unit member agrees to accept the compensation in the form of payments or installments after returning to service with the District, as provided by law.
- l. Verification of registration and continuing progress of the professional study shall be provided in accordance with District rules and regulation. A summary report of the leave

period and its expected benefit to the District shall be submitted to the Board by the unit member upon return to service.

- m. The District may waive the return service requirement, if, in the estimation of the Governing Board, the best interest of the District would be served.
  - (1) A unit member on leave must request the waiver by April 15. This would be accomplished by submitting a letter of request specifying the reason for requesting the waiver. This action will be considered by the Board of Trustees who will have the final decision to accept or deny the request.
- n. Prior to sabbatical leave unit members should check with STRS guidelines/representative for current ruling.

#### 6.19. PERSONAL

The Board recognizes that circumstances in the lives of the unit members may occasionally determine a compelling and reasonable need to interrupt continuing service with the District for a period of six months to a year and that such need not qualify for leave under the several forms of leave available to unit members.

- a. Any regular full-time permanent unit member may submit a written request for personal leave for from six months to one year. Granting of such leave will be considered on the basis of need, of which the Board shall be the judge, and in terms of availability of an adequate replacement for the unit member during the period of leave. Such leave granted shall be without pay.
- b. Personal leave under this policy will also be granted to a permanent or probationary female unit member terminating a maternity leave as provided in the policy on maternity leave.

## ARTICLE 7 GRIEVANCE PROCEDURE

## 7.1. DEFINITIONS

- a. A grievance is a complaint by any unit member of the bargaining unit, when it is alleged there has been a violation, misinterpretation, or misapplication of any term or condition of this contract. Whenever the term:
- (1) “College” is used, it is to include any work location or functional division of the Palo Verde Community College District in which eligible unit members are assigned.
  - (2) “President” is used, it indicates the Superintendent/President of the Palo Verde Community College District.
  - (3) “Association President” is used, it indicates the duly elected President of the Palo Verde College Chapter of CTA/NEA California Teachers Association.
  - (4) “Unit member” is used, for the purpose of this agreement; it indicates any member of the bargaining unit.
  - (5) “Association Representative” is used; it is to include any Association member upon whom the Association President has conferred the authority to act for and on behalf of the Association.
  - (6) “Day” is used; it indicates a regular work day of the 177 day work year.
  - (7) “Work Year” is used, it indicates the 177 day work year for the faculty.

## 7.2. GENERAL APPLICATION

- a. Unit members shall have the right to represent themselves, or be represented by counsel, by the Association, or by any additional personnel deemed appropriate at any step in this procedure.
- b. If a grievance is of such clear and present nature as to require immediate action, the unit member, or at the unit member’s request, the Association, may appeal to the College President immediately.
- c. The grievance procedures provided herein shall be supplementary or cumulative to, rather than exclusive of, any procedure or remedy afforded elsewhere in policy or statute.
- d. No decision or adjustment of a grievance shall be contrary to any provision of this agreement or to any applicable policy or statute.

- e. Failure by the Board or its administration to communicate the decision on a grievance at any step of this procedure within the specified time limit shall permit the faculty or the Association to submit an appeal at the next step of this procedure. Failure by the Association, the unit member, or the unit member's representative(s) to respond to communication regarding decisions at any step of the procedure within the specified time limits shall constitute sufficient cause for termination of the grievance.
- f. Adequate time for the purpose of investigating and/or resolving grievances will be allotted at the maximally mutual convenience of all parties concerned.

### 7.3. PROCEDURE

- a. Step One: Any unit member within the bargaining unit shall first discuss the grievance with the appropriate supervisor, either alone, or accompanied by such other persons as described under Section 7.2.a above, with the object of resolving the grievance informally. If the results of this meeting are not satisfactory, a form will be completed.
- b. Step Two: In the event a grievance is not resolved informally, the grievance, stated in writing, shall be submitted to the President within ten (10) work days following the act or condition which is basis for the grievance. The statement of grievance shall include:
  - (1) The name of the grievant.
  - (2) A statement of the facts giving rise to the grievance.
  - (3) Identification of all provisions of this Agreement claimed to have been violated, misinterpreted, or misapplied.
  - (4) The date on which the event or occurrence first occurred or the date on which the grievant knew or should have known of the event or occurrence which gave rise to the grievance.
  - (5) The date of the initial submission of the grievance in writing.
  - (6) The remedy or correction requested.

Within ten (10) work days after the receipt of the written grievance, the President shall communicate the decision in writing to the grievant, supported by the President's reasons. Upon request of the grievant, an additional copy shall be transmitted to the Association President.

- c. Step Three: If the grievance is not resolved satisfactorily, the grievant and /or the Association may appeal within ten (10) work days to the President. The appeal shall be in writing and shall include a copy of the original appeal and decision arrived upon at No. 2, above.
- (1) Within ten (10) work days after receipt of the appeal, the President shall hold a hearing on the grievance.
  - (2) The grievant, the Association representative(s), and Association President shall be given at least one school day notice of the hearing.
  - (3) The grievant shall be present at the hearing unless there is a mutual agreement that no facts are in dispute and the sole question is one of interpretation of the provisions of this Agreement.
  - (4) The College President shall, within ten (10) work days following the hearing on the appeal, communicate the decision in writing, supported with reasons, to all parties at the hearing.
- d. Step Four: If the grievance is not resolved satisfactorily, the grievant or the Association may appeal within ten (10) work days to the Board of Trustees. The appeal shall be in writing and shall be accompanied with copies of all communications pertinent to the grievance at each proceeding step of the procedure.
- (1) The Trustees shall hold a hearing on the grievance at the following meeting of the Board of Trustees, but in no case more than fifteen work days following receipt of the appeal.
  - (2) The grievant, the Association representative(s), the Association President, and the President shall be given at least two school days notice of the hearing.
  - (3) Within ten (10) work days after the Trustees' hearing on the appeal, the Trustees shall communicate their decision in writing, together with reasons, to all parties present at the hearing.
- e. Step Five: In the event the grievant is not satisfied with the decision at No. 4, the unit member may within five work days after the receipt of the Board's decision, request in writing that the Association submit the grievance to arbitration. The Association, by written notice to the President within ten days of receipt of the request from the grievant, may submit the grievance to arbitration. If not submitted by the Association, the decision at Step 4 shall be final.
- (1) The parties shall select a mutually agreeable arbitrator. In the event they are unable to agree on an arbitrator within ten days of the Association submittal of the grievance to arbitration, the arbitrator shall be selected from a list submitted by the State Mediation and Conciliation Service. If the grievant and the President cannot agree on the arbitrator from the list, each party shall alternately strike names until only one name remains.

- (2) The arbitrator shall conduct a hearing at which both parties may present evidence. After completing the hearing, the arbitrator shall present a report listing the issues, the facts, and the proposed decision. This report shall be sent to the Board, the Association, the grievant, and the President. The cost of the arbitrator and the arbitration process shall be borne equally by the grievant and the District.
- (3) The decision of the arbitrator shall be final and binding on both parties.

#### 7.4. MISCELLANEOUS PROVISIONS

- a. No reprisals of any kind shall be taken by the Board or by any member of the Administration against anyone by reason of participation in the grievance procedure or support of any participant thereto.
- b. All documents, communication, and records dealing with the processing of a grievance shall be filed separately from the personnel file of the participant(s).
- c. During the pendency of any proceedings and until a final determination has been reached, all proceedings shall be private and any preliminary disposition will not be made known to the public without the written agreement of all parties.
- d. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit lodging an appeal at the next step of the procedure within the time allotted had the decision been given. The specified time limits in this procedure may be extended by mutual agreement in writing between the parties. Failure by grievant to fulfill the unit member's obligations at any step of this procedure within the specified time limits shall constitute cause by the District to terminate the grievance procedure.
- e. Nothing in the foregoing will be construed to empower the arbitrator to make any decision amending, changing, subtracting from, or adding to, the provisions of this agreement

## ARTICLE 8 SAFETY CONDITIONS OF EMPLOYMENT

### 8.1. PHYSICAL FACILITIES

The District will provide physical facilities which are as free as possible from hazards to the safety and well being of all unit members.

### 8.2. TORT LIABILITY

The District will provide tort liability insurance coverage in matters within the scope of employment in an amount not less than \$4,000,000 for all unit members as part of the District's overall insurance coverage.

### 8.3. PERSONAL PROTECTION

- a. Unit members may take reasonable and prudent action to assure the safety of personnel and/or property and those of other employees and/or the District in the event of violent or compelling disruption in the normal routine of the campus. Such actions may involve disruption by a student, an employee, or a member of the community at large.
- b. Should the District and the unit member taking such reasonable and prudent actions have civil or criminal complaints brought against them as a result of such action, the District and the unit member shall stand together in their common defense.
- c. Unit members so affected shall suffer no loss of compensation or benefits as a result of such action or litigation.
- d. In the event that a civil or criminal action is brought against any individual member(s) of the bargaining unit arising out of the legitimate performance of their duties, the unit member shall suffer no loss of compensation or benefits until the result of such proceedings are determined, and then only to the extent permitted by law.
- e. Whenever the physical safety of an unit member is threatened during the course of the unit member's employment because of the behavior of any Palo Verde College student, employee, or member of the community at large, said unit member shall expediently report the threat to the Superintendent/President, or in the Superintendent/President's absence, another member of the administrative staff.
- f. Immediate steps will be taken by the Superintendent/President or other administrator to assure the safety of the unit member by whatever means are deemed to be appropriate, including but not limited to, personal counseling, informal reprimand, formal warning, probation, suspension, and/or appeal to the civil authority. Such actions involving students or employees shall follow established discipline procedures and provide the respondent (if a unit member) with access to the unit member's due process rights.
- g. Whenever a Palo Verde College student, employee, or member of the community at large willfully interferes with the discipline, good order, lawful conduct, or administration of a unit member's class or activity under the sponsorship of a unit member with the intent to disrupt, obstruct, or to inflict damage to property or bodily injury of the unit member, the



unit member shall expediently report such interference to the Superintendent/President, or in the Superintendent/President's absence, another member of the administrative staff.

- h. Immediate steps will be taken by the Superintendent/President or other administrator to assure the support of the unit member when any of the above actions occur. Such support shall include, but is not limited to, personal counseling, informal reprimand, formal warning, probation, suspension, and/or appeal to civil authority. Such actions involving students or employees shall follow established discipline procedures and provide the respondent (if a unit member) with access to the unit member's due process rights.
- i. Whenever a Palo Verde College student, employee, or member of the community at large, upbraids, insults, or verbally abuses a unit member in the presence of the unit member and at a place which is on college premises or public sidewalks, streets, or other public ways adjacent to the college premises or at some other place if the unit member is required to be at such other place in connection with assigned activities or college-sponsored activities, said unit member shall expediently report the incident to the Superintendent/President, or in the Superintendent/President's absence, another member of the administrative staff.
- j. Immediate steps will be taken by the Superintendent/President or other administrator to assure the support of the instructor when any of the above actions occur. Such support shall include, but is not limited to, personal counseling, informal reprimand, formal warning, probation, suspension, and/or appeal to civil authority. Such actions involving students or employees shall follow established discipline procedures and provide the respondent (if a unit member) with access to the unit member's due process rights.
- k. When any threatening behavior is perpetrated by a non-student, the unit member may report it immediately to the Superintendent/President or other administrator and/or personally take appropriate action as provided by Sections 87707, 87708, and 87709 of the Education Code.

#### 8.4. LOSS OF PROPERTY and / or BENEFITS

- a. Any unit member who suffers either loss or damage to personal property or undue loss of benefits arising out of the legitimate performance of the unit member's duty (or duties) shall have the right to petition to the District for reimbursement for such loss and/or reinstatement of such benefits including sick leave. The District shall assist the unit member in the recovery of such loss provided the loss was not the direct result of negligence. This assistance may include reimbursement, or the filing of appropriate insurance claims.
- b. In the event that a unit member's personal property is being used in the performance of the unit member's duties, that equipment must be registered with Human Resources before being brought on campus, identifying the value of the equipment, identifying serial numbers, and the length of time the equipment will be on campus. Any equipment not so registered will not be covered under this Agreement.

## ARTICLE 9 DISCIPLINE

This Article is intended to define the procedures to be used in the event it becomes necessary to discipline an academic employee of the District.

## 9.1. EXCEPTIONS TO THIS ARTICLE

Except for the provisions of Education Code 87732, 87735, 87736, and 87737, no unit member shall be disciplined absent “just cause” and according to the principles of “Progressive Discipline.”

## 9.2. PROCEDURES

- a. The District shall apprise unit members of the rules, regulations, and statutes that may lead to discipline. The District shall also have the right to apprise a unit member that the unit member has violated these rules, regulations and statutes.
- b. The District shall notify the Association in writing and concurrently with notification to the unit member of any contemplated disciplinary action. The notice shall contain:
  - (1) A specific statement of the act (s) of infraction (s) upon which the disciplinary action is based;
  - (2) The proposed disciplinary action to be taken by the District; and
  - (3) A statement of the rules, regulations, or statutes that the unit member is alleged to have violated.

A unit member shall not be disciplined for any violation of rules, regulations, or statutes of which the employee has not been apprised. All information or proceedings regarding any such actual or proposed action shall be kept confidential by the District.

- c. Any proposed discipline of a bargaining unit member shall be preceded by written notice of the right to appeal said action by filing a grievance as provided in Article 7, Grievance Procedures, of this agreement. Any disputes arising out of the grievance action may be submitted to binding arbitration as provided in Step 5 of the grievance procedure, and all proposed action against a unit member shall be stayed until the Arbitrator’s decision is rendered.
- d. Immediate suspension may be made for those reasons specified in Education Code; however, such suspensions shall be with pay pending the outcome of the arbitration.
- e. This Article shall not reduce the rights of permanent bargaining unit members contained in Education Code.
- f. Testimony against a unit member shall be made under penalty of perjury of law.

## ARTICLE 10 CONSULTATION

### 10.1. RIGHT OF CONSULTATION

The District and the Association acknowledge each other's equal right to request consultation on matters outside the scope of representation.

### 10.2. PROCEDURE

- a. To implement the opportunity for such consultation as described above, there is established a Consultation Liaison Committee of college employees.
- b. This committee shall comprise the Association President and two of the Association President's appointees, and the District Superintendent/President and two of the Superintendent/President's appointees.
- c. Student participation in of the Consultation Liaison Committee may be invited upon the mutual consent of the Association and District representatives.
- d. The Consultation Liaison Committee shall meet on a schedule of its own determination.

### 10.3. MEET AND CONFER

The District and the Association have agreed to meet and confer on all major expenditure items not listed in the final adopted budget.

ARTICLE 11 ATTESTATION

[Per TA signed 04/09/19]

11.1. SCOPE OF AGREEMENT

This agreement shall constitute the full and complete commitment between both parties. This agreement may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of both parties in a written and signed amendment to this agreement.

- a. During the term of the Agreement (July 1, 2019 through June 30, 2022) the Board and the Association expressly waive and relinquish the right to bargain collectively on any matter:
  - (1) Whether or not specifically referred to or covered in this Agreement; unless in conflict with the Education Code, Government Code and/or statutes passed by the California Legislature;
  - (2) Even though not within the knowledge or contemplation of either party at the time of negotiations;
  - (3) Even though during negotiations the matters were proposed and later withdrawn.
- b. Such waiver does not preclude bargaining collectively for subsequent, new collective Bargaining Agreements during the term of this Agreement by mutual agreement.
- c. Other than amendments and deletions herein contained, all other provision of this Agreement, dated July 1, 2019 through June 30, 2022, shall remain in effect until superseded.

11.2. LIMITING CLAUSE

If any provision of this Agreement or any application of the provisions of this Agreement should be found contrary to California or Federal Law, then such provision shall be deemed invalid except to the extent permitted by law, but all other provisions not so affected shall continue in full force. Any provision found to be contrary to law shall be renegotiated by the District and the Association through procedures established herein as soon as is mutually convenient to both parties.

11.3. LIMITED REOPENERS

During the three (3) years of this agreement the parties may re-open the contract by mutual agreement. In addition, each party shall have one re-opener of choice on any non-economic issue.

11.4. TERM OF THE AGREEMENT

The term of this Agreement shall be three (3) years, extending from July 1, 2019 to June 30, 2022.

This Agreement shall stay in effect with amendments and side letters until such time as a successor Agreement has been reached.

11.5. SIGNATURES

IN WITNESS WHEREOF, the parties hereunto set their hands this day of \_\_\_\_\_.

FOR THE DISTRICT:

FOR THE ASSOCIATION:

\_\_\_\_\_  
Superintendent/President

\_\_\_\_\_  
Chief Association Negotiator

\_\_\_\_\_  
President, Board of Trustees

\_\_\_\_\_  
President, Palo Verde Community College Association

ARTICLE 12 PRISON PROGRAMS

[Per TA signed 04/10/19]

12.1. ASSIGNMENTS

- a. Acceptance of an assignment in a prison program is voluntary for the unit member. Refusals shall not be considered in any evaluation, tenure, or disciplinary process.
- b. The District will provide the Association an outline of any terms, compensation, safety conditions and other considerations relevant to a face-to-face prison assignment prior to offering unit members said assignments.
- c. Any face-to-face prison assignments will be open to all unit members meeting minimum qualifications. These initial assignments will be flown no later than the regular scheduling period conducted during the previous semester. If more than one unit member is interested, selection shall be made in the same manner as all other assignments. If there are assignments left unfilled, the District may fly the assignment again.

12.2. SECURITY AND TRAINING

- a. The District and the participating prison will provide training in security procedures and protocols for the unit members who volunteer for a prison assignment. All costs shall be the responsibility of the District. This training will occur either as part of Flex/Professional Development activities or paid at the unit member's hourly rate if offered at a time other than Flex/Professional Development.
- b. A unit member will not begin a prison assignment until the unit member has been trained and a record of completion has been filed in the unit member's personnel file.

A record of the unit member's security and safety waiver shall be filed in the unit member's personnel file at all times during the prison assignment.

12.3. ADDITIONAL COMPENSATION

Unit members will be paid one additional CTLC for each face-to-face course scheduled at the prison.

12.4. UNIT MEMBER BACKGROUND CHECKS

- a. The District will pay for background checks, and any related costs, of unit members.
- b. Rejection of any unit member by the prison shall not be used in any disciplinary, evaluative, or other action by the District.

12.5 Unit members shall be paid for travel at the end of each month in accordance with Section 4.1(h) and 4.10.d.(3).

12.6 On-site office hours are not required for face-to-face courses at the prison. However, unit members may hold and be compensated for documented in-person office hours held in accordance with Article 4.11(b)(i) or Article 2.3(i)(7) and prison policies and procedures.

- 12.7 All other provisions of this collective bargaining agreement not modified herein remain in full force and are applicable to the unit member's assignment at the prison.

## APPENDIX D

### D. Evaluation Documents

The following are the documents that may be used in the faculty evaluation process for teaching and non-teaching faculty, as incorporated in this Article by reference and attached to this Article in the Appendix.

1. Evaluation Committee Statement
2. Peer Observation Report for Teaching Faculty
3. Peer Observation Report for Non-Teaching Faculty
4. Peer Observation Report-Addendum for Clinical Nursing Faculty
5. Peer Observation Narrative for Teaching Faculty
6. Peer Observation Narrative for Non-Teaching Faculty
7. Professional Development Self-Evaluation Statement
8. Professional Development Self-Evaluation Statement for Non-Teaching Faculty
9. Student Evaluation of Teaching Faculty Member (Face-to-Face)
10. Student Evaluation of Teaching Faculty Member-Nursing Addendum
11. Student Evaluation of Teaching Faculty Member (Correspondence Education/Distance Education)
12. Student Evaluation of Non-Teaching Faculty Member
13. Administrative Evaluation
  - a) Overall Assessment
  - b) Areas of Strength, Areas Needing Improvement, Remediation Plan
  - c) Remediation Plan Follow-up
  - d) Criteria Guide
14. Part-Time Forms:
  - a) Student Evaluation of Part-Time Faculty (Face-to-Face)
  - b) Administrative Evaluation of Part-Time Faculty
  - c) Overall Assessment
  - d) Remediation Plan – Part-time



# APPENDIX E



## Palo Verde College Faculty Evaluation Form Correspondence Education / Distance Education

Instructor:	Date:
Course:	Section:

Note: This evaluation is confidential. The instructor will not see this form. Only the tabulated results of this survey will be presented to the instructor. All comments will be typed and presented to the instructor.

Please use Scantron # 223127 provided. Please put the instructors' last name in the name area.

### Marking Instructions:

<ul style="list-style-type: none"> <li>Use a No. 2 pencil only.</li> <li>Do not use ink, ballpoint, or felt tip pens.</li> <li>Make solid marks that fill the response completely.</li> <li>Erase cleanly any marks you wish to change.</li> <li>Make no stray marks on this form.</li> </ul>	<p><b>CORRECT</b></p>  <p><b>INCORRECT</b></p> 						
<b>The Faculty member:</b>							
1. Clearly explains course assignments, expectations, student learning outcomes, grading standards, rules, and goals, in a well-organized syllabus.	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">A. Consistently</td> <td style="width: 50%;">D. Sometimes</td> </tr> <tr> <td>B. Almost Always</td> <td>E. Seldom</td> </tr> <tr> <td>C. Usually</td> <td></td> </tr> </table>	A. Consistently	D. Sometimes	B. Almost Always	E. Seldom	C. Usually	
A. Consistently	D. Sometimes						
B. Almost Always	E. Seldom						
C. Usually							
2. Follows course standards for evaluating, grading, and responding to student work, as described in the syllabus.	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">A. Consistently</td> <td style="width: 50%;">D. Sometimes</td> </tr> <tr> <td>B. Almost Always</td> <td>E. Seldom</td> </tr> <tr> <td>C. Usually</td> <td></td> </tr> </table>	A. Consistently	D. Sometimes	B. Almost Always	E. Seldom	C. Usually	
A. Consistently	D. Sometimes						
B. Almost Always	E. Seldom						
C. Usually							
3. Assigns writing, tests, and demonstrations clearly linked to course content, objectives, and student learning outcomes.	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">A. Consistently</td> <td style="width: 50%;">D. Sometimes</td> </tr> <tr> <td>B. Almost Always</td> <td>E. Seldom</td> </tr> <tr> <td>C. Usually</td> <td></td> </tr> </table>	A. Consistently	D. Sometimes	B. Almost Always	E. Seldom	C. Usually	
A. Consistently	D. Sometimes						
B. Almost Always	E. Seldom						
C. Usually							
4. Assigns readings, exercises, and other materials clearly linked to course content, objectives, and student learning outcomes.	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">A. Consistently</td> <td style="width: 50%;">D. Sometimes</td> </tr> <tr> <td>B. Almost Always</td> <td>E. Seldom</td> </tr> <tr> <td>C. Usually</td> <td></td> </tr> </table>	A. Consistently	D. Sometimes	B. Almost Always	E. Seldom	C. Usually	
A. Consistently	D. Sometimes						
B. Almost Always	E. Seldom						
C. Usually							
5. Returns graded work in a timely fashion.	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">A. Consistently</td> <td style="width: 50%;">D. Sometimes</td> </tr> <tr> <td>B. Almost Always</td> <td>E. Seldom</td> </tr> <tr> <td>C. Usually</td> <td></td> </tr> </table>	A. Consistently	D. Sometimes	B. Almost Always	E. Seldom	C. Usually	
A. Consistently	D. Sometimes						
B. Almost Always	E. Seldom						
C. Usually							
6. Provides appropriate responses to assignments.	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">A. Consistently</td> <td style="width: 50%;">D. Sometimes</td> </tr> <tr> <td>B. Almost Always</td> <td>E. Seldom</td> </tr> <tr> <td>C. Usually</td> <td></td> </tr> </table>	A. Consistently	D. Sometimes	B. Almost Always	E. Seldom	C. Usually	
A. Consistently	D. Sometimes						
B. Almost Always	E. Seldom						
C. Usually							
7. Encourages dialogue with students via letters, phone, e-mail, and other media.	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">A. Consistently</td> <td style="width: 50%;">D. Sometimes</td> </tr> <tr> <td>B. Almost Always</td> <td>E. Seldom</td> </tr> <tr> <td>C. Usually</td> <td></td> </tr> </table>	A. Consistently	D. Sometimes	B. Almost Always	E. Seldom	C. Usually	
A. Consistently	D. Sometimes						
B. Almost Always	E. Seldom						
C. Usually							
8. Provides timely responses to student inquiries and requests.	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">A. Consistently</td> <td style="width: 50%;">D. Sometimes</td> </tr> <tr> <td>B. Almost Always</td> <td>E. Seldom</td> </tr> <tr> <td>C. Usually</td> <td></td> </tr> </table>	A. Consistently	D. Sometimes	B. Almost Always	E. Seldom	C. Usually	
A. Consistently	D. Sometimes						
B. Almost Always	E. Seldom						
C. Usually							
9. Tailors syllabus, course materials, assignments, and feedback, to correspondence/distance education needs.	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">A. Consistently</td> <td style="width: 50%;">D. Sometimes</td> </tr> <tr> <td>B. Almost Always</td> <td>E. Seldom</td> </tr> <tr> <td>C. Usually</td> <td></td> </tr> </table>	A. Consistently	D. Sometimes	B. Almost Always	E. Seldom	C. Usually	
A. Consistently	D. Sometimes						
B. Almost Always	E. Seldom						
C. Usually							

10. Course assignments appropriate to type of instruction and educational site.	A. Consistently B. Almost Always C. Usually	D. Sometimes E. Seldom
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### Summary Comments

What I like most about this class is:

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What I like least about this class is:

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APPENDIX \_\_\_\_\_



## Palo Verde College Full-Time Faculty Evaluation Form Face to Face

Instructor:	Date:
Course:	Section:

Note: This evaluation is confidential. The instructor will not see this form. Only the tabulated results of this survey will be presented to the instructor. All comments will be typed and presented to the instructor.

Please use Scantron # 223127 provided. Please put the instructors' last name in the name area.

### Marking Instructions:

<ul style="list-style-type: none"> <li>Use a No. 2 pencil only.</li> <li>Do not use ink, ballpoint, or felt tip pens.</li> <li>Make solid marks that fill the response completely.</li> <li>Erase cleanly any marks you wish to change.</li> <li>Make no stray marks on this form.</li> </ul>	<p><b>CORRECT</b></p>  <p><b>INCORRECT</b></p> 						
<b>The Faculty member:</b>							
1. Explains course expectations, objectives, student learning outcomes, and grading standards in a written syllabus.	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">A. Consistently</td> <td style="width: 50%;">D. Sometimes</td> </tr> <tr> <td>B. Almost Always</td> <td>E. Seldom</td> </tr> <tr> <td colspan="2">C. Usually</td> </tr> </table>	A. Consistently	D. Sometimes	B. Almost Always	E. Seldom	C. Usually	
A. Consistently	D. Sometimes						
B. Almost Always	E. Seldom						
C. Usually							
2. Follows the course syllabus.	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">A. Consistently</td> <td style="width: 50%;">D. Sometimes</td> </tr> <tr> <td>B. Almost Always</td> <td>E. Seldom</td> </tr> <tr> <td colspan="2">C. Usually</td> </tr> </table>	A. Consistently	D. Sometimes	B. Almost Always	E. Seldom	C. Usually	
A. Consistently	D. Sometimes						
B. Almost Always	E. Seldom						
C. Usually							
3. Is thorough in preparation and organized in presentation (including, but not limited to, staying on task).	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">A. Consistently</td> <td style="width: 50%;">D. Sometimes</td> </tr> <tr> <td>B. Almost Always</td> <td>E. Seldom</td> </tr> <tr> <td colspan="2">C. Usually</td> </tr> </table>	A. Consistently	D. Sometimes	B. Almost Always	E. Seldom	C. Usually	
A. Consistently	D. Sometimes						
B. Almost Always	E. Seldom						
C. Usually							
4. Is on time for the class and stays for the class duration.	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">A. Consistently</td> <td style="width: 50%;">D. Sometimes</td> </tr> <tr> <td>B. Almost Always</td> <td>E. Seldom</td> </tr> <tr> <td colspan="2">C. Usually</td> </tr> </table>	A. Consistently	D. Sometimes	B. Almost Always	E. Seldom	C. Usually	
A. Consistently	D. Sometimes						
B. Almost Always	E. Seldom						
C. Usually							
5. Is clear and understandable when presenting class materials.	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">A. Consistently</td> <td style="width: 50%;">D. Sometimes</td> </tr> <tr> <td>B. Almost Always</td> <td>E. Seldom</td> </tr> <tr> <td colspan="2">C. Usually</td> </tr> </table>	A. Consistently	D. Sometimes	B. Almost Always	E. Seldom	C. Usually	
A. Consistently	D. Sometimes						
B. Almost Always	E. Seldom						
C. Usually							
6. Makes the class materials easy to understand.	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">A. Consistently</td> <td style="width: 50%;">D. Sometimes</td> </tr> <tr> <td>B. Almost Always</td> <td>E. Seldom</td> </tr> <tr> <td colspan="2">C. Usually</td> </tr> </table>	A. Consistently	D. Sometimes	B. Almost Always	E. Seldom	C. Usually	
A. Consistently	D. Sometimes						
B. Almost Always	E. Seldom						
C. Usually							
7. Provides regular feedback relevant to my progress in this course.	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">A. Consistently</td> <td style="width: 50%;">D. Sometimes</td> </tr> <tr> <td>B. Almost Always</td> <td>E. Seldom</td> </tr> <tr> <td colspan="2">C. Usually</td> </tr> </table>	A. Consistently	D. Sometimes	B. Almost Always	E. Seldom	C. Usually	
A. Consistently	D. Sometimes						
B. Almost Always	E. Seldom						
C. Usually							
8. Demonstrates expertise in the field.	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">A. Consistently</td> <td style="width: 50%;">D. Sometimes</td> </tr> <tr> <td>B. Almost Always</td> <td>E. Seldom</td> </tr> <tr> <td colspan="2">C. Usually</td> </tr> </table>	A. Consistently	D. Sometimes	B. Almost Always	E. Seldom	C. Usually	
A. Consistently	D. Sometimes						
B. Almost Always	E. Seldom						
C. Usually							
9. Is sensitive to the needs of the students.	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">A. Consistently</td> <td style="width: 50%;">D. Sometimes</td> </tr> <tr> <td>B. Almost Always</td> <td>E. Seldom</td> </tr> <tr> <td colspan="2">C. Usually</td> </tr> </table>	A. Consistently	D. Sometimes	B. Almost Always	E. Seldom	C. Usually	
A. Consistently	D. Sometimes						
B. Almost Always	E. Seldom						
C. Usually							
10. Makes me feel welcome in the classroom.	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">A. Consistently</td> <td style="width: 50%;">D. Sometimes</td> </tr> <tr> <td>B. Almost Always</td> <td>E. Seldom</td> </tr> </table>	A. Consistently	D. Sometimes	B. Almost Always	E. Seldom		
A. Consistently	D. Sometimes						
B. Almost Always	E. Seldom						



APPENDIX \_\_\_\_\_



## Palo Verde College Part-time Faculty Evaluation Form Face to Face

Instructor:	Date:
Course:	Section:

Note: This evaluation is confidential. The instructor will not see this form. Only the tabulated results of this survey will be presented to the instructor. All comments will be typed and presented to the instructor.

Please use Scantron # 223127 provided. Please put the instructors' last name in the name area.

### Marking Instructions:

<ul style="list-style-type: none"> <li>Use a No. 2 pencil only.</li> <li>Do not use ink, ballpoint, or felt tip pens.</li> <li>Make solid marks that fill the response completely.</li> <li>Erase cleanly any marks you wish to change.</li> <li>Make no stray marks on this form.</li> </ul>	<p><b>CORRECT</b></p>  <p><b>INCORRECT</b></p> 						
<b>The Faculty member:</b>							
1. Explains course expectations, objectives, student learning outcomes, and grading standards in a written syllabus.	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">A. Consistently</td> <td style="width: 50%;">D. Sometimes</td> </tr> <tr> <td>B. Almost Always</td> <td>E. Seldom</td> </tr> <tr> <td colspan="2">C. Usually</td> </tr> </table>	A. Consistently	D. Sometimes	B. Almost Always	E. Seldom	C. Usually	
A. Consistently	D. Sometimes						
B. Almost Always	E. Seldom						
C. Usually							
2. Follows the course syllabus.	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">A. Consistently</td> <td style="width: 50%;">D. Sometimes</td> </tr> <tr> <td>B. Almost Always</td> <td>E. Seldom</td> </tr> <tr> <td colspan="2">C. Usually</td> </tr> </table>	A. Consistently	D. Sometimes	B. Almost Always	E. Seldom	C. Usually	
A. Consistently	D. Sometimes						
B. Almost Always	E. Seldom						
C. Usually							
3. Is thorough in preparation and organized in presentation (including, but not limited to, staying on task).	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">A. Consistently</td> <td style="width: 50%;">D. Sometimes</td> </tr> <tr> <td>B. Almost Always</td> <td>E. Seldom</td> </tr> <tr> <td colspan="2">C. Usually</td> </tr> </table>	A. Consistently	D. Sometimes	B. Almost Always	E. Seldom	C. Usually	
A. Consistently	D. Sometimes						
B. Almost Always	E. Seldom						
C. Usually							
4. Is on time for the class and stays for the class duration.	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">A. Consistently</td> <td style="width: 50%;">D. Sometimes</td> </tr> <tr> <td>B. Almost Always</td> <td>E. Seldom</td> </tr> <tr> <td colspan="2">C. Usually</td> </tr> </table>	A. Consistently	D. Sometimes	B. Almost Always	E. Seldom	C. Usually	
A. Consistently	D. Sometimes						
B. Almost Always	E. Seldom						
C. Usually							
5. Is clear and understandable when presenting class materials.	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">A. Consistently</td> <td style="width: 50%;">D. Sometimes</td> </tr> <tr> <td>B. Almost Always</td> <td>E. Seldom</td> </tr> <tr> <td colspan="2">C. Usually</td> </tr> </table>	A. Consistently	D. Sometimes	B. Almost Always	E. Seldom	C. Usually	
A. Consistently	D. Sometimes						
B. Almost Always	E. Seldom						
C. Usually							
6. Makes the class materials easy to understand.	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">A. Consistently</td> <td style="width: 50%;">D. Sometimes</td> </tr> <tr> <td>B. Almost Always</td> <td>E. Seldom</td> </tr> <tr> <td colspan="2">C. Usually</td> </tr> </table>	A. Consistently	D. Sometimes	B. Almost Always	E. Seldom	C. Usually	
A. Consistently	D. Sometimes						
B. Almost Always	E. Seldom						
C. Usually							
7. Provides regular feedback relevant to my progress in this course.	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">A. Consistently</td> <td style="width: 50%;">D. Sometimes</td> </tr> <tr> <td>B. Almost Always</td> <td>E. Seldom</td> </tr> <tr> <td colspan="2">C. Usually</td> </tr> </table>	A. Consistently	D. Sometimes	B. Almost Always	E. Seldom	C. Usually	
A. Consistently	D. Sometimes						
B. Almost Always	E. Seldom						
C. Usually							
8. Demonstrates expertise in the field.	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">A. Consistently</td> <td style="width: 50%;">D. Sometimes</td> </tr> <tr> <td>B. Almost Always</td> <td>E. Seldom</td> </tr> <tr> <td colspan="2">C. Usually</td> </tr> </table>	A. Consistently	D. Sometimes	B. Almost Always	E. Seldom	C. Usually	
A. Consistently	D. Sometimes						
B. Almost Always	E. Seldom						
C. Usually							
9. Is sensitive to the needs of the students.	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">A. Consistently</td> <td style="width: 50%;">D. Sometimes</td> </tr> <tr> <td>B. Almost Always</td> <td>E. Seldom</td> </tr> <tr> <td colspan="2">C. Usually</td> </tr> </table>	A. Consistently	D. Sometimes	B. Almost Always	E. Seldom	C. Usually	
A. Consistently	D. Sometimes						
B. Almost Always	E. Seldom						
C. Usually							
10. Makes me feel welcome in the classroom.	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">A. Consistently</td> <td style="width: 50%;">D. Sometimes</td> </tr> </table>	A. Consistently	D. Sometimes				
A. Consistently	D. Sometimes						



	B. Almost Always C. Usually	E. Seldom
11. Encourages me to ask questions in class.	A. Consistently B. Almost Always C. Usually	D. Sometimes E. Seldom
12. Willingly answers my questions in class.	A. Consistently B. Almost Always C. Usually	D. Sometimes E. Seldom
13. Is available during scheduled office hours to assist me.	A. Consistently B. Almost Always C. Usually	D. Sometimes E. Seldom
14. Returns my test and homework materials as promised.	A. Consistently B. Almost Always C. Usually	D. Sometimes E. Seldom

### Summary Comments

What I like most about this class is:

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What I like least about this class is:

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APPENDIX \_\_\_\_\_

## PEER OBSERVATION REPORT

Faculty Member:		Course:	
Peer Evaluator:		Observation Date:	Number of students present:
Based on the relevant observation, indicate a score for each item using the following scale:			
5=Outstanding      4=Good      3=Satisfactory      2=Needs improvement      1=Unsatisfactory			
	1. Defines objectives for student work in keeping with syllabus defined student learning outcomes.		
Comments:			
	2. Is thorough in preparation and organized in presentation of materials (classroom, online, ITV, correspondence, as applicable).		
Comments:			
	3. Course assignments, materials, and educational approach encourages student enthusiasm for learning.		
Comments:			
	4. Communicates clearly and effectively employing the appropriate range of technical support devices, programs, and services.		
Comments:			
	5. Explains main ideas, concepts, and principles.		
Comments:			
	6. Demonstrates up-to-date command of subject matter and appropriate instructional methods.		
Comments:			
	7. Responds in a timely, appropriate, and supportive fashion to student inquiries, questions, and criticisms, while employing the appropriate range of technical support devices, programs, and services.		
Comments:			
	8. Encourages critical thinking and analysis.		
Comments:			
	9. Demonstrates respect for the students and their views.		
Comments:			
	10. Encourages regular, committed student engagement via the range of technical support devices, programs, and applications.		
Comments:			
	/50 OVERALL RATING		
50=Outstanding      40-49=Good      30-39=Satisfactory      20-29=Needs Improvement      < 20 Unsatisfactory			

Peer Evaluator (signature)	Date:
Faculty Member (signature)	Date:

PEER OBSERVATION REPORT  
 PEER OBSERVATION NARRATIVE

Faculty Member:
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Peer Evaluator:	Course:	Observation Date:	Number of students present:
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Peer Evaluator:	Course:	Observation Date:	Number of students present:
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Based on their classroom observations, each peer evaluator shall complete in writing a narrative description of the faculty member’s teaching, answering each of the following questions:

1. Describe the faculty member’s subject, teaching methodologies, and alignment with student learning outcomes.
2. Describe the faculty member’s communication of the applicability of the academic discipline to the larger social context (i.e., the “real world”).
3. Describe the organization and clarity of the presentation.
4. Discuss the appropriateness of the instructor’s teaching techniques in the light of stated goals.
5. Describe the level of student discussion and participation.
6. Describe the faculty member’s teaching strengths.
7. Describe the faculty member’s employment of the appropriate range of technical support devices, programs, and applications.
8. Describe any specific recommendations.

Faculty Member (signature): \_\_\_\_\_ Date:

Peer Evaluator (signature): \_\_\_\_\_ Date:

Peer Evaluator (signature): \_\_\_\_\_ Date:

PEER OBSERVATION NARRATIVE  
Non-Teaching Faculty

Faculty Member:
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Peer Evaluator:	Area:	Observation Date:
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Each peer evaluator shall complete in writing the Peer Observation Narrative, answering each of the following questions:

1. Describe the faculty member’s knowledge and demonstrated ability to apply college rules, requirements and policies pertaining to the service area.
2. Describe and discuss the level of student discussion and participation.
3. Describe the faculty member’s working relationship with other staff, administrators and faculty.
4. Describe the faculty member’s ability to refer student to support services.
5. Describe the faculty member’s counseling/instructional methods and techniques.
6. Describe the faculty member’s training of support staff.
7. Describe the faculty member’s strengths.
8. Describe any specific recommendations.

Faculty Member (signature): \_\_\_\_\_ Date:

Peer Evaluator (signature): \_\_\_\_\_ Date:

APPENDIX \_\_\_\_\_

**ADMINISTRATIVE EVALUATION FULL-TIME FACULTY:  
OVERALL ASSESSMENT**

Chief District Officer assigns points 5 through 1 for each criterion according to the Administrative Evaluation Criteria Guide and the responses by the faculty member on the Professional Development Self-Disclosure Statement, which are an integral part of the Administrative Evaluation.

Faculty Member:	Date:
Administrative Evaluator:	

CRITERIA	Points
1. Participates in professional development conferences, workshops, courses or in-service activities (e.g., doing presentations for Flex Day, Institute Day, etc.).	
2. Participates in job-related professional associations, beyond campus academic organizations.	
3. Participates in academic activities on campus, including committee and task force involvement.	
4. Demonstrates understanding of College policies and procedures (attendance, office hours, grading and report deadlines, census reports, absence from campus, etc.), and implements them.	
5. As evidenced by peer and students' evaluations, is thorough in preparation and organized in presentation (including, but not limited to, staying on task).	
6. Demonstrates professionalism as evidenced by: cooperativeness with the College community and the public; collegiality; attendance and punctuality at assigned committee meetings and functions.	
7. Adheres to established State, College and division academic standards and practices regarding course organization, including preparation and distribution to students of course syllabi, inclusion in syllabi of basic information (such as course content, course organization, course level student learning outcomes, grading standards, and attendance requirements), <b>regular assessment of student learning outcomes</b> , and consistency with the College academic calendar.	
8. Demonstrates sensitivity to ethnic, economic, physical, gender, social, political and religious diversity among the College community.	
9. Supports student activities (e.g., fundraisers, field-trips, ASB elections, publications, club advisorship, editorship, writing letters of recommendation, etc.)	
10. Based on the written tabulations and summaries of students' evaluations, written comments by peer evaluators, the Professional Development Self-Disclosure Statement, and administrative observation of the faculty member, faculty member demonstrates teaching skills that are: Outstanding=5; Good=4; Satisfactory=3; Need Improvement=2; Unsatisfactory=1.	
Total	50

ADMINISTRATIVE EVALUATION FULL-TIME FACULTY:  
AREAS OF STRENGTH, AREAS NEEDING IMPROVEMENT, REMEDIATION PLAN

Faculty Member:	Administrative Evaluator:
Areas of Strength:	
Areas Needing Improvement:	
Remediation Plan (if applicable):	
Sign: Faculty Member/Date	Sign: Admin Evaluator/Date



ADMINISTRATIVE EVALUATION FULL-TIME FACULTY:  
REMEDATION PLAN FOLLOWUP

Faculty Member:	Administrative Evaluator:
Remediation Plan Recommendation:	
Outcome:	
Sign: Faculty Member/Date	Sign: Admin Evaluator/Date

APPENDIX \_\_\_\_\_

**ADMINISTRATIVE EVALUATION PART-TIME FACULTY:  
OVERALL ASSESSMENT**

Chief District Officer assigns points 5 through 1 for each criterion according to the Administrative Evaluation Criteria Guide and the responses by the faculty member on the Professional Development Self-Disclosure Statement, which are an integral part of the Administrative Evaluation.

Faculty Member:	Date:
Administrative Evaluator:	

CRITERIA	Points
1. Demonstrates understanding of College policies and procedures (attendance, grading and report deadlines, census reports, absence from campus, etc.), and implements them.	
2. As evidenced by peer and students' evaluations, is thorough in preparation and organized in presentation (including, but not limited to, staying on task).	
3. Demonstrates professionalism as evidenced by cooperativeness with the College community and the public.	
4. Adheres to established State, College and division academic standards and practices regarding course organization, including preparation and distribution to students of course syllabi, inclusion in syllabi of basic information (such as course content, course organization, course level student learning outcomes, grading standards, and attendance requirements), and consistency with the College academic calendar.	
5. Demonstrates sensitivity to ethnic, economic, physical, gender, social, political, and religious diversity among the College community.	
6. Based on the written tabulations and summaries of students' evaluations, written comments by peer evaluators, any Professional Development Self-Disclosure Statement, and administrative observation of the faculty member, faculty member demonstrates teaching skills that are: Outstanding=5; Good=4; Satisfactory=3; Need Improvement=2; Unsatisfactory=1.	
Total	30

ADMINISTRATIVE EVALUATION PART-TIME FACULTY:  
AREAS OF STRENGTH, AREAS NEEDING IMPROVEMENT, REMEDIATION PLAN

Faculty Member:	Administrative Evaluator:
Areas of Strength:	
Areas for Professional Development:	
Sign: Faculty Member/Date	Sign: Admin Evaluator/Date

APPENDIX \_\_\_\_\_

Professional Development Self-Evaluation Statement

and

Professional Development Self-Evaluation Statement for Non-Teaching  
Faculty and Administrative Evaluation

## PROFESSIONAL DEVELOPMENT SELF-DISCLOSURE STATEMENT

1. I participate in professional development conferences, workshops, courses or in-service activities (e.g., doing presentations for Flex Day, Institute Day, etc.), evidenced as follows:
2. I participate in job-related professional associations, beyond campus academic organizations, evidenced as follows:
3. I participate in academic activities on campus, including committee and task force involvement, evidenced as follows:
4. I understand College policies and procedures (attendance, office hours, grading and report deadlines, census reports, absence from campus, etc.), and implement them, evidenced as follows:
5. I am thorough in preparation and organized in presentation (including, but not limited to, staying on task), evidenced as follows:
6. I demonstrate professionalism as evidenced by: cooperativeness with the College community and the public; collegiality; and attendance and punctuality at assigned committee meetings and functions, evidenced as follows:
7. I adhere to established State, College and division academic standards and practices regarding course organization including preparation and distribution to students of course syllabi, inclusion in syllabi of basic information (such as course content, course organization, grading standards, and attendance requirements), regular assessment of student learning outcomes, and consistency with the College academic calendar, evidenced as follows:
8. I demonstrate sensitivity to ethnic, economic, physical, gender, social, political and religious diversity among the College community evidenced as follows:
9. I support student activities (e.g., fundraisers, field-trips, ASB elections, publications, club advisorship, editorship, writing letters of recommendation, etc.), evidenced as follows:
10. Based on the written tabulations and summaries of my students' evaluations of my teaching and the written comments by my peer evaluators, I would assess my teaching skills as follows:

In addition to the aforementioned items, I have further professional goals I have established for myself that will help me become a more effective faculty member:

**PROFESSIONAL DEVELOPMENT SELF DISCLOSURE STATEMENT**  
**Non-Teaching Faculty**

1. I actively participate in professional development conferences, workshops, courses or in-service activities (e.g., conducting/facilitating in presentations/workshops for Flex Day, Institute Day.), as follows:
2. I participate in job-related professional associations, beyond campus academic organizations, evidenced as follows:
3. I participate in activities on campus, including, committee and task force involvement, not including Flex Days, Career Day, or Institute Days, as follows:
4. I understand College and other appropriate policies and procedures, (e.g., absence from campus, travel requests, petitions, independent study, etc.) as reflected in the college or department publications and implement them appropriately in regard to divisional and institutional goals, as follows:
5. I demonstrate professionalism as evidenced by regular assessment of student learning outcomes, cooperativeness with the College community and the public and punctual attendance at shared governance functions, student appointments, assigned committee meetings, and other relevant activities:
6. I demonstrate sensitivity to ethnic, economic, physical, gender, social, political and religious diversity among the College community, as follows:
7. I support student activities (e.g., fundraisers, field-trips, ASB activities, honors and awards ceremonies, etc.), as follows:
8. I participate in community and outreach activities (e.g., classroom presentations, workshops, Needles, Spring Street, assistance with K-12 activities, etc.), as follows:
9. I demonstrate a knowledge of current technology, and employ that technology in relevant ways, as follows:
10. I demonstrate knowledge and understanding of the functions of other departments as they relate to my area, as follows:

In addition to the aforementioned items, I have defined further professional goals as follow:



**ADMINISTRATIVE EVALUATION  
OVERALL ASSESSMENT  
Non-Teaching Faculty**

Chief District Officer assigns points 4 through 0 for each criterion according to the Administrative Evaluation Criteria Guide and the responses by the faculty member on the Professional Development Self-Evaluation Statement, which are an integral part of the Administrative Evaluation.

Faculty Member:	Date:
Administrative Evaluator:	

<b>CRITERIA</b>	
1. Actively participates in professional development conferences, workshops, courses or in-service activities (e.g., conducting/facilitating in presentations/workshops for Flex Day, Institute Day, etc.).	
2. Participates in career-related professional associations, beyond campus academic organizations.	
3. Participates in activities on campus, including, committee and task force involvement, not including Flex Days, Career Day, or Institute Day.	
4. Demonstrates understanding of College appropriate policies and procedures, (absence from campus, travel requests, petitions, independent study, etc.) as reflected in the college catalog and implements them.	
5. <u>Demonstrates professionalism as evidenced by regular assessment of student learning outcomes, cooperativeness with the College community and the public; collegiality; and punctual attendance at assigned committee meetings, functions, and appointments.</u>	
6. <u>Demonstrates sensitivity to ethnic, economic, physical, gender, social, political, and religious diversity among the College community.</u>	
7. Supports student activities (e.g., fundraisers, field-trips, ASB, publications, club advisor, and writing letters of recommendation, etc.).	
8. Participates in community and recruitment activities (e.g., classroom presentations, workshops, Needles, Spring Street activities/programs, K-12 activities, etc.).	
9. Demonstrates knowledge and utilizes current technology in relevant area.	
10. Demonstrates knowledge and understanding of the functions of other departments as they relate to the service area.	
<u>Total</u>	<u>40</u>